



DIRECTORATE GENERAL OF SHIPPING, MUMBAI
MINISTRY OF SHIPPING, NEW DELHI

INTERNATIONAL COMPETITIVE BIDDING

FOR

HIRING ONE EMERGENCY TOWING VESSEL (ETV)

IN INDIAN WATERS ON EAST AND WEST COAST OF INDIA

FOR

MONSOONS OF 2017-18 TO 2020-21
(For 4 years)

[Extendable for another one year]

TENDER NO. DGS/ETV/2017 to 2020

Cost of Tender Document: Rs. 10,000/- (Including VAT)

Tender Closing Date & Time: 11.05.2017 at 1300 hrs.(IST)

Tender Opening Date & Time: 11.05.2017 at 1500 hrs.(IST)

GOVERNMENT OF INDIA
MINISTRY OF SHIPPING
DIRECTORATE GENERAL OF SHIPPING
“BETA BUILDING”, 9TH FLOOR
I-THINK TECHNO CAMPUS
(KANJUR MARG (EAST))
MUMBAI – 400 042.
TEL No. 022 2572040-43 & 45
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Ref. No DGS/ETV/2017-18 to 2021-22

TO:

**INVITATION TO BID
(TWO BID SYSTEM)**

Dear Bidders ,

E-Tender under two bid system are invited for Charter Hire of Emergency Towing Vessels ETV Vessels through the e-procurement site (<https://www.dgshipping.com>) in the prescribed bid forms as enclosed in the tender document. The details of the tender are given below:



Tender No. DGS/ ETV/2017-18 to 2021-22 for hiring one ETV in Indian waters in the monsoons of 2017-18, 2018-19 , 2019-20 and 2020-21 for DG Shipping, Ministry of Shipping, Govt. of India.

INVITATION TO BID (TWO BID SYSTEM)

- 1.0 The Directorate General of Shipping, Ministry of Shipping (MOS), Govt. of India invites sealed bids under two cover Bidding procedure from experienced Contractors/Owners of ETV for hiring of one Emergency Towing Vessel (ETV) for a period of four years (i.e. for Financial Year 2017-18, 2018-19, 2019-20 and 2020-21) and extendable for one year on the same terms & conditions, if approved, and same considered by Ministry of Shipping.

The ETV will consist of one ocean going ETV of not less than 60 T Bollard Pull (BP) to be deployed in Indian waters. The bidder will have to deploy the ETV for a firm period of 183 days from 1st June to 30th November each year. The ETV will be deployed initially on West Coast of India from 1st June to 15th September each year and later move to East Coast of India (Chennai) upto 30th November, as per directives of DGS. During the course of the contract, ETV can be deployed anywhere in Indian waters, including, A&N Island and Lakshadweep Islands, as per requirement. The period of charter may be extended beyond the firm period of 183 days subject to the Ministry of Shipping, Govt. of India for further extension.

The duration of the ETV arrangement shall start from the time of completion of on-hire survey on West Coast of India (tentatively at Mumbai) on 1st of June each year and will end on completion of off-hire survey on 30th November each year, anywhere in Indian waters, preferably demobilization at Chennai.

2.0 **PURCHASE OF TENDER DOCUMENT :**

- 2.1 The tender document should be submitted along with the non-refundable tender fee of Rs.10,000/- by Demand Draft drawn in favour of Directorate General of Shipping India, Govt. of India from the DGS office at following address:

The Government of India, Ministry of Shipping,
Directorate General of Shipping, "Beta Building ", 9th Floor,
I-Think Techno Campus,
Kanjur Village Road, Kanjur Marg (East),
Mumbai, India – 400 042

Bidders can also download the tender document from DGS website www.dgshipping.gov.in and can submit the tender fees separately along with technical bid. Bidders who fail to submit Demand Draft along with Technical Bid will be straight away disqualified.

- 2.2 Subsidiaries of a foreign company may participate, subject to tender conditions. Such bidders must meet pre-qualification criteria in their name or in the name of their holding company and must meet other tender conditions. While submitting such offers in their names, they are requested to furnish all necessary documents / certificates / drawings in respect of their bids in English language only. The Foreign Company / firm / manufacturer / owner of the ETVs shall produce recognition / certificate from Indian Embassy of that particular country along with Appendix XV. All such documents should be duly approved by official translator of at least a High Court in India, BIMCO Supply time 2005 Charter

Party agreement can not be accepted. Any substituted ETV in lieu of offered ETV shall have also clearance from D.G. Shipping. ETV is required to be in operational readiness 24 hours a day for the contract period. Accordingly, suitable manning of the ETV is required to be maintained for smooth operation along the coast of India.

- 2.3 Foreign applicants submitting request for the document by mail will be permitted to sent the non-refundable fee, together with incidental expenses and postage (also non refundable) in the amount and currency indicated above by a Bank Draft drawn in favour of the Directorate General of Shipping, and drawn on a nationalized / scheduled bank in Mumbai. Such request should reach the employer before the closing date fixed for sale of documents set out in clause 3 hereafter. The documents will be promptly dispatched by registered Air Mail to the applicant on encashment of the Bank draft but under no circumstances will Directorate General of Shipping accept any responsibility either for delays in receipt or encashment of the Bank Draft or any delay experienced by the applicant in receiving the documents including loss of documents in transit.
- 2.4 Document will also be available on Directorate General of Shipping website & e-portal of Government of India. Bidders can also download the document against payment. Offers received thus will be accepted only along with the proof of payment made to Directorate General of Shipping. Foreign applicants to please refer to the Shipping Development Circular No. 2 of 2002 dated 8.11.2002 & Shipping Development Circular No. 1 of 2008 dated 25.04.2008 issued by D.G. Shipping (copies enclosed) including all subsequent amendment thereon. The provisions of this circular will have to be complied with. Foreign applicants would be allowed to operate the ETV with Indian crew & Indian Flag only and subject to obtaining permission from D.G. Shipping for operating the ETV along the coast of India. DGS will not give any assistance for Customs/Immigration formalities, etc. required to be fulfilled. Cost towards such works will have to be borne by the contractor. Official website of Directorate General of Shipping is www.dgshipping.gov.in and e-portal of Govt. of India (<http://eprocure.gov.in>).
- 2.5 **PARTICIPATION OF CONSORTIUM IN THE TENDER:**
- i. Only the leader (or, the proposed leader) of the consortium can buy the bid document on behalf of the consortium (or the consortium being formed).
 - ii. The leader of consortium can submit EMD/Bid Security/Bid Bond/Bank Guarantee on behalf of consortium with specific reference to consortium bid along with the name & address of consortium members.
- 2.6 All the bidders have access to online help document which is available on login. This help document should be used by them for participating in this e-procurement tender.
- 2.7 Firm(s) to whom no further business is to be given or dealings with whom have been banned / suspended are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered.
- 2.8 Bidders should indicate the complete details of vessel offered as per Appendix-VIII.
- 2.9 Schedule for sale and a submission of tender documents is as under:
- | | |
|--|--|
| (a) Pre-bid meeting | : 26.04.2017 at 1100 hrs in the office of Directorate General of Shipping |
| (b) Date, time & Place of Receipt of bids, whether sent by mail or by hand. | : Not later than 1300 hrs on 11.05.2017 (IST) in the office of Directorate General of Shipping |
| (c) Date, time & place of opening of Bids - Cover I (containing technical bid) & | : On 11.05.2017 at 1500 hrs. (IST) at the address given in Clause 2.1 above. |

Cover II (Containing Price bid)
Cover III (Cover I & Cover II)

3.0 **BRIEF TENDER PARTICULARS:**

3.1. The brief details of Tender are as under:

1	Tender No.	DGS/ ETV/2017 to 2021
2	Description of work	One ETV to be provided in Indian waters for firm period of 183 days during the monsoons of 2017-18, 2018-19, 2019-20 and 2020-21.
3	Scope of work	As per Appendix VI.
4	Contract period	ETV contract is for a period of four years (i.e. for Financial Years 2017-18, 2018-19, 2019-20 and 2020-21). The contract may be extended for further 1 year (2021-22). The duration of the ETV arrangement shall start from completion of on-hire survey on West Coast of India on 1 st of June each year and will end on completion of off hire survey on 30 th November each year. The period of charter may be extended beyond firm period of 183 days as per directives from DG Shipping/MoS on the same terms and conditions.
5	Tender on Website	Tender document will be available on DGS www.dgshipping.gov.in website w.e.f.
6	Sale of Tender document	NA
7	Tender price	Rs.10,000/- (Rs. Ten thousand Only)
8	Bid submission date (Date / time & place of receipt of the bid)	On all working days up to 11.05.2017 till 1300 hrs IST in the office of Directorate General of Shipping
9	Pre-bid meeting	26.04.2017 at 1100 hrs. in the office of Directorate
10	Technical bid opening Date, time & place of opening of Bids a) Cover I b) Cover II	1500 hrs on 11.05.2017 in the office of Directorate.
11	Bid bond/Bid Security	Rs.2, 20,67,500/- (Rupees Two Crore twenty Lakhs Sixty-Seven Thousand Only)
12	Validity of Bid bond/ Bid Security	180 days from the date of opening of Technical Bid.
13	Performance Bank Guarantee	10% of Contract Value for firm period – as per NOA
14	Validity of PBG	Up to 31.03.2022
15	Bid validity	180 days from the date of opening of Technical Bid
16	Correspondence Address : The Government of India ,Ministry of Shipping, Directorate General of Shipping, "Beta Building " , 9th Floor , I-Think Techno Campus, Kanjur Village Road, Kanjur Marg (East), Mumbai – 400 042	

17	The Independent External Monitor (IEM) may be appointed for this tender as per convenience of the Directorate.
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- 3.2 Two bid system shall be followed for this tender viz. Technical Bid and Price Bid. The Technical Bid and Price Bid should be sealed in two separate sealed cloth lined covers superscribing as under:

Envelope No.1: 'TECHNICAL BID': TENDER NO. **DGS/ ETV/2017 to 2021**
PARTICULARS OF TENDER: ETV ARRANGEMENTS IN INDIAN
WATERS FOR MONSOONS OF 2017-18, 2018-19, 2019-20 & 2020-21.
DUE DATE: 11.05.2017 till 1300 hrs

Particulars of tender: One original (clearly marked ORIGINAL TECHNICAL) and one copy (marked COPY TECHNICAL), which shall be exclusive of any prices or rates, plus 2 (two) electronic copies in a CD/DVD, one signed copy in PDF format and other unsigned editable version (MSWord or Excel) should be enclosed.

Envelope No. 2 : 'PRICE BID' : TENDER NO. **DGS/ ETV/2017 to 2020**
PARTICULARS OF TENDER: ETV ARRANGEMENTS IN INDIAN
WATERS FOR MONSOONS OF 2017, 2018, 2019, 2020 & 2021.
DUE DATE: 11.05.2017 till 1300 hrs

Particulars of tender: One original (clearly marked ORIGINAL COMMERCIAL/PRICE) and one copy (marked COPY COMMERCIAL/PRICE) plus 2 (two) electronic copies in a CD/DVD, one a signed copy in PDF format and the other an unsigned editable version (MSWord or Excel), all in the format as given in **Appendix X**.

- 3.3 As stated above, tender shall be submitted in two envelopes. Envelope – I containing the “Techno-Commercial Bid” and “EMD” (Earnest Money Deposit) of **Rs.2,20,67,500/-** (Rupees Two Crore twenty Lakhs Sixty-Seven Thousand Only) Envelope – II containing the “Price Bid” only. All the covers shall be duly sealed and super scribed and placed in another cover properly sealed. The inner separate envelops should be marked as, Cover –I(a) - TECHNO COMMERCIAL BID; Cover I(b) – EMD and Cover II- PRICE BID (as per Appendix IX Schedule of Rates) The EMD shall be in the form of Bank Guarantee from Nationalized / Scheduled Bank having its branch in Mumbai which shall be encashable in its branch at Mumbai . The format of the bank guarantee shall be in accordance with the sample form for security included in this Tender Documents (Appendix IV). The Bank Guarantee shall be valid for 45 days beyond the validity of the Price Bid and must be forwarded in a separate cover marked as COVER I (b): EMD and not in same cover of “TECHNO COMMERCIAL BID”. The EMD to be drawn in favour of “**Directorate General of Shipping, Mumbai**”. The tenderer shall also submit a certificate separately from the bank issuing the bank guarantee, that the signatories of the guarantee are authorized to do so on behalf of the bank. Any bid not secured in accordance with above may be rejected by the Employer as non-responsive.
- 3.4 The EMD may be forfeited to DGS and the bid would be cancelled –
If a bidder withdraws its bid during the period of bid validity specified in the Bid form, or in the case of successful bidder, if the bidder fails
- i. Fails to sign the Contract in accordance with the terms and conditions of the tender document or

- ii. Fails to furnish the performance security or
 - iii. Furnishes fraudulent documents, or it is found that it has misrepresented the facts.
- 3.5 Both the above sealed covers together should again be sealed in a third cloth lined envelope and superscripted with Tender No. and due date. The bid documents are required to be duly signed by the authorized signatory of the company.
- 3.6 Both technical as well as price bid should be serially page numbered along with details of documents provided and an Index Page.
- 3.7 Bidders should take due care to submit bids in accordance with the above requirements. **Offers sent on fax/e-mail and/or at variance to the above requirements will not be accepted.**
- 3.8 **PERIOD OF VALIDITY OF BIDS**
- (a) Bids shall remain valid for at least 06 months after the date of opening of Techno Commercial bids.
 - (b) Notwithstanding clause No. 3.8(a) above, the Employer may solicit the bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing (or by fax). If the bidder agrees to the extension request, the validity of the bid security shall also be suitably extended. A bidder granting the request will not be required or permitted to modify his bid.
- 4.0 **CONTENTS OF BID**
- 4.1 **Technical Bid should consist of**
- i. A letter of authority authorizing the concerned officer to sign the bid documents.
 - ii. Experience details (as per format Appendix I),
 - iii. Names and experience certificates of the regular manning team as per Appendix VIII.
 - iv. Bid bond/bid security, PAN card copy, IEC certificate copy.
 - v. Duly filled list of particulars, form of particulars (Appendix II), technical specifications of offered vessel (Appendix IX).
 - vi. Annual reports of the company for the last three years,
 - vii. Bidders should include a copy of the price bid they have submitted with the rates blanked in the technical bid, with the selected response against given options for each item of the format at Appendix X to indicate that there is a quote against that item in the Price Bid.
 - viii. The bid documents are required to be serially page numbered and duly signed by authorized signatory of the company.
 - ix. Integrity Pact (Appendix XI) duly signed by the Bidder.
 - x. The original tender document along with original forwarding letter issued to the Bidder by DG Shipping, signed and stamped on each page by the Bidder.
 - xi. Index page referring to page number of each of the above.
- 4.2 **Price Bid should consist of**
- i. Duly filled and signed price format as given in Appendix IX,
 - ii. The price bid format will not be altered by bidders and no other conditions/exceptions/deviations or any other document should be placed along with the price bid.
 - iii. All pages of the bid documents are required to be serially numbered and duly signed by authorized signatory of the company.
 - iv. Bidders are to quote all the rates in the price bid in INR only and receive payment in INR. Bidders quoting in any other currency would be disqualified.
- 4.3 **DISQUALIFICATION :**
The tender is liable to be disqualified if:

- i. Bidder not satisfying any of the conditions mentioned at clause no. 4.4 of Section-I, 8, 11 & 14 of section-II.
- ii. Tender not submitted in accordance with terms and conditions of the Tender form.
- iii. During validity of the quotation period or its extended period, if any, the bidder increases his quoted prices.
- iv. Received incomplete form including rate schedule.
- v. Received bids / offer after due date and time.
- vi. Information submitted in Technical offer is found to be incorrect or false at any time either during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- vii. Multiple tenders being submitted by one party or if common interests are found in two or more bidders, the parties are liable to be disqualified.
- viii. While processing the tender documents, if it comes to the knowledge of DGS that some of the bidders have formed a cartel resulting in delay/holding up the processing of tender, the bidders involved in cartel are liable to be disqualified.
- ix. The bidder is found to be financially unsound on the basis of the audited Balance Sheet/P&L A/c for last three years submitted with the tender.
- x. Vessels which are not in a position to be mobilized within 10 days from Notification of Award of Contract will not be considered.
- xi. Bidders who have downloaded the tender document from DGS website and/ or www.eprocure.gov.in and fail to submit the tender fee along with technical bid.
- xii. Bidder fails to submit the bid-bond in the technical bid.
- xiii. If bidder fails to submit the tender fees (DD of Rs.10, 000/-) along with technical bid document.
- xiv. If there are any difference/discrepancies in the contents submitted in technical and price bid which were submitted in hardcopy as well as e- portal

4.4 Bidders have to agree in toto to all the terms and conditions of this tender document. Offers of Bidders taking any exception/deviations to tender/contract terms and conditions, will not be evaluated and will also be disqualified.

4.5 In particular, the Bidder is required to accept in toto the relevant clauses of breakdown/downtime/penalties as per Section II Clause 17.0 General Terms.

4.6 In case the bidding company is a subsidiary / sister company, submitting its bid based on experience / financial strength of its parent / sister company, a letter of confirmation from the parent / sister company is required accepting all responsibilities both financial and other wise agreed by the subsidiary / sister company under this tender. Parent / Sister Company should also accept and back all the commercial, financial, technical and other commitments made by the subsidiaries under this tender.

4.7 The bidder must provide offered vessel's present employment, location, when getting released, when Last Ocean towing performed. The charterer or its representative may inspect vessel to verify its condition, if deemed necessary prior to qualification. The bidders must be able to give no-objection from the owner to verify records of the offered vessel from the classification society.

4.8 D.G. Shipping Guidelines Dated.8.11.2002 (S.D.CIRCULAR-2/2002) and dated 14.1.2004 (Shipping Development Circular No.1 of 2004) & (S.D.CIRCULAR-1/2008) dated 01.08.2008 regarding Guidelines for Grant of Licence to Foreign-Flag Vessels and its latest amendments will be applicable to this tender.

5.0 PREPARATION OF BIDS

5.1 LANGUAGE AND SIGNING OF BID

5.2 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the DGS shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.

- 5.3 The prices along with price related conditions shall be filled online in the Price bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place. Un-price techno-commercial bids shall be submitted in the prescribed bid pro-forma as per Appendix III. The above appendix shall be duly filled in without any alternation to DGS's pro-forma whether quoting for full items or not. All other techno-commercial document other than price details to be submitted with un-priced bid as per tender requirement should be placed in the un-priced bid folder. The bid and all attached documents should be digitally signed using digital signature issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000(as amended from time to time) before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not authorized the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 5.4 In the event of the space on the bid pro-forma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.
- 5.5 The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.
- 5.6 The Bidders are advised in their own interest to ensure that all the points brought out in the check list are complied with in their bid failing which the offer is liable to be rejected.
- 5.7 The bids can only be submitted in the name of the Bidder in whose name the bid documents have been purchased. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- 5.8 The bidder should indicate at the time of quoting against this tender their full postal and telegraphic/telex /fax addresses and also similar information in respect of their authorized agents in India, if any.
- 5.9 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company. Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed. Power of attorney for the signatory, issued by the bidding company should be submitted along with other documents as per tender conditions in physical form in sealed envelope as per relevant clause regarding submission and opening of bids contained in the tender document.
- 5.10 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.
- 5.11 The copy of power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed with un-priced bid folder. DGS may reject outright any bid not supported by adequate proof of the signatory's authority.
- 5.12 The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions as laid down in this bidding document are acceptable to it in toto.
- 5.13 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

6.0 Joint venture/ consortium bids:-

- (a) In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortia/Joint Ventures. In their own interest, the bidders are advised to investigate the capabilities, availability of expertise and resources such as construction equipment experienced personnel, financial soundness, past experience and concurrent engagements of constituting partners/members of the consortium/joint venture.
- (b) In the event that the successful bidder is a joint venture formed of two or more companies, the Company requires that the parties to the joint venture accept joint and several liability for discharging all obligations under the Contract.
- (c) The leader of the Consortium/Indian leader can submit bid on behalf of consortium of bidders. Memorandum of Understanding between the Consortium members duly signed by the Chief Executives of the consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. ***In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any.*** The following provisions should also be incorporated in the MOU executed by the members of the Consortium/Joint Venture:-
 - (i) The leader of the consortium/joint venture on behalf of the consortium / joint venture shall coordinate with DGS during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the consortium/ joint venture members.
 - (ii) Any correspondence exchanged with the leader of consortium/joint venture shall be binding on all the consortium/joint venture members.
 - (iii) Payment shall be made by DGS only to the leader of the consortium/joint venture towards fulfillment of contract obligations. (If direct payment to each member is required for their part of scope of works, the same should be clearly indicated in the bid along with member-wise details of price break-up).
- (d) The bid may be signed by all members of the Consortium/Joint Venture. Alternatively the leader may sign the bid. In such a case, the Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer. Other members of the consortium may participate in techno-contractual discussions and sign the minutes of such discussions/meetings along with the leader.
- (e) Documents/details pertaining to qualification of bidder as per proforma of document attached with the bidding documents must be furnished by each partner/member of consortium/joint venture complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (f) **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to derive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection unless such a change is agreed to by DGS in writing.
- (g) **Signing of Contract:** In the event of award of contract to the consortium/joint venture, the contract may be signed by the leader and members of the consortium/joint venture and the liability of each one of them shall be joint and several. Alternatively the contract may be signed by an authorized officer of the consortium/joint venture on its behalf as well as on behalf of each and every member separately with a valid power of attorney

from each member duly notarized and thereafter every member should countersign the contract in token of having confirmed the contract.

7.0 DATE & TIME OF SUBMISSION OF BIDS

The closing date and time of the tender will be 11.05.2017 *till 1300 hrs* and the date and time of opening of Technical Bids will be *on 11.05.2017 at 1500 hrs* in the Directorate General of Shipping, Government of India ,Ministry of Shipping, "Beta Building " , 9th Floor , I-Think Techno Campus, Kanjur Village Road, Kanjur Marg (East), Mumbai – 400 042. Date and time of opening of Price Bids will be intimated to technically qualified parties after technical evaluation of the bids.

8.0 LATE TENDER:

- 8.1 Any tender received by the Charterer after the date and time prescribed for submission will not be considered for evaluation and shall be treated as an invalid offer.
- 8.2 Tender Documents shall be duly signed and stamped, numbered and indexed on all pages by the tenderer. Unsigned tender documents shall be summarily rejected. Only complete offers received prior to the closing time and date of tender will be considered as valid.

9.0 OPENING OF BIDS:

- 9.1 The Technical Bids will be opened in the presence of authorized representatives of bidders and DGS representatives. The Bidders' representatives should bring along an authority letter from their principals for submission of bid and for attending opening of Technical Bids on their behalf.
- 9.2 The date of opening of Price Bids of technically qualified bidders will be intimated in due course. Techno Commercial Bid and the EMD, i.e. Cover No. 1 will be opened on 11.05.2017 *at 1500 hrs* in the presence of tenderer / bidders who may wish to be present.
- 9.3 Envelope No. 2 i.e. the price bid, Schedule of Rates (Appendix IX) shall be opened on the date so fixed by the Directorate General of Shipping. Envelope No. 2 will be opened only of those tenderer who will qualify in the Techno-Commercial Bid.
- 9.4 Conditional Tender will be rejected outright considering it as "Non-responsive offer".
- 9.5 The request for clarification and the response shall be in writing, or by fax or by person, but no change in price or substance of the Tender shall be sought, offered or permitted.
- 9.6 Conditional Tender will be rejected outright considering it as "Non-responsive offer".
- 9.7 The request for clarification and the response shall be in writing, or by fax or by person, but no change in price or substance of the Tender shall be sought, offered or permitted.

10.0 EVALUATION OF BIDS :

- 10.1 The tender will be evaluated first on the basis of the information furnished in Technical Bid of the tender. On the basis of such technical information, the DGS will assess the capability of the bidder to undertake the contract and if found unsuitable, shall reject the tender of such bidder/s, in which case the "Price Bid" of these bidder/s will not be opened. Decision of the DGS in this regard shall be final and binding. Please note that all the information required in the 'Form of Particulars' should be properly filled in and all documents of the Technical Bid must be submitted.
- 10.2 Once a tender is accepted on technical grounds then selection among such technically qualified bidders would normally be done only on the basis of prices quoted, mobilization, demobilization schedule, and fuel and fresh water consumption. However, DGS does not

bind itself to accept the lowest offer or any bid and reserves the right of shortlisting or accepting or rejecting all the offers or asking for a revised offer or offer the contract to any tenderer other than the lowest tenderer, all entirely at the DGS's sole discretion without assigning any reason.

Price Bid evaluation methodology has been detailed in the price format (Appendix IX).

10.3 The final award of contract will be subject to approval from DGS/GOI.

11.0 NOTIFICATION OF AWARD (NOA)

11.1 Prior to the expiration of the period of bid validity, the DGS will notify the successful bidder in writing that its bid has been accepted.

11.2 The notification of award will constitute the formation of the contract.

11.3 Upon the successful bidder's furnishing performance security, pursuant to this the contract shall be signed between the parties.

12.0 SIGNING OF CONTRACT:

The successful bidder is required to sign a formal detailed contract with DGS within a maximum period of 45 days of date of Fax order / LOI / NOA. Until the contract is signed, the Fax order/ LOI /NOA shall remain binding amongst the two parties. However no payment will be made and mobilization will not be deemed completed, when the delay is on the part of the contractor to sign the contract, as per draft contract at Appendix XIV of the tender. It is also clarified that DGS shall also not be liable for any interest for delayed payment on this account.

Section II

INSTRUCTION TO TENDERERS / BIDDERS

GENERAL TERMS AND CONDITIONS

1.0 Following General terms and conditions are applicable to this contract entered with the Contractor for vessel of the Owner.

2.0 DEFINITIONS

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this Contract shall have the meaning as defined hereunder.

2.1 Contract:

Shall mean a written Contract signed between Charterer and the Contractor including subsequent amendments to the Contract in writing thereto.

2.2 Charterer/DGS :

Shall mean The Directorate General of Shipping, GoI, Ministry of Shipping and shall include its legal representatives, successors and permitted assignees

2.3 Contractor:

Shall mean winner of the Bid and shall include its legal representatives, successors and permitted assignees.

2.4 "Work" means the scope of work to be performed by Contractor under this agreement.

2.5 "Day" means a calendar day of twenty four (24) consecutive hours beginning at 0000 hours (midnight) and ending at 2400 hours (midnight following) as referred to the local time at the site.

2.6 "Third Party" means any group, Company, person or persons who may be engaged in activity associated with the work specified but who shall remain at arm's length from the work and who shall not have a direct responsibility or authority under the terms of this Contract.

2.7 "Approval" as it relates to Charterer's / DGS's written approval.

2.8 "Vessel" means "Emergency Towing Vessel", which is offered by the contractor.

2.9 "Site" means the lands/water and other places on, under or through which the operations are to be carried out under this Contract.

2.10 "Operation" means rendering the different types of services as specified in the scope of work as per Appendix VI of the tender document.

2.11 Breakdown / Downtime/Penalties

This will be governed as per Clause 17.0 of Section II.

2.12 Mobilization and De-mobilization

"Mobilization" means bringing the ETV along with required manning crew and equipment, with all clearances to operate on Indian coast including IRS inspection, custom clearance, SPL, MOHA, NSC, custom duty, levy etc to Mumbai and Chennai or any other port as

per directives of DGS/MOS . Copy of Bill of Entry should be submitted to DGS for foreign flagged vessels and all gears/ equipments etc.

2.13 “Authority” shall mean The Directorate General of Shipping (DGS)/MoS.

2.14 “Effective Date” shall mean the date of execution of this Agreement.

3.0 **NOTICES AND ADDRESSES**

For the purpose of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relation to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as well as reports, invoices and other relevant material shall be addressed to the parties as per the address given below.

3.1 **CHARTERER’S ADDRESS**

The Government of India, Ministry of Shipping,
Directorate General of Shipping,
“Beta Building “ , 9th Floor ,
I-Think Techno Campus,
Kanjur Village Road, Kanjur Marg (East),
Mumbai – 400 042

3.2 **CONTRACTOR’S OFFICE ADDRESS:**

INDIA OFFICE

4.0 **SCOPE OF WORK**

The scope of work under this contract would be as per Appendix V of the tender.

4.1 **SUPPLIES AND SERVICES TO BE PROVIDED BY THE CONTRACTOR AT ITS OWN COST.**

Fresh Water and Fuel oil will be provided by the Contractor. The contractor should raise monthly invoice for consumption of fuel oil and fresh water during the month. The price of fuel oil will be reimbursed as per IOC prevailing rate (duty paid) on last date of month for which invoice is being submitted. Monthly consumption of Fresh water will be reimbursed at a cost of applicable price in the market.

4.2 **CREW COMPOSITION AND EXPERIENCE**

As per Appendix VII.

4.3 **CONTRACTOR TO PROVIDE**

The Contractor shall provide and pay for all provisions, wages and all other expenses of the Regular Manning on board as agreed to be supplied in Clause 4.1 and 4.2 above. All maintenance and repair of the Vessel's hull, machinery and equipments as per Appendix-IX to the tender; also, except otherwise provided in this Contract, for all insurance on the Vessel, all dues and charges directly related to the Vessel’s flag and/or registration, all deck, cabin and engine room stores, cordage required for ETV’s purposes mooring alongside in harbour, and all fumigation expenses and de-ratisation certificates.

The Contractor's obligation under this clause extend to cover all liabilities for consular charges appertaining to Manning, duties arising at any time during the performance of this Contract in relation to personal effects to the Manning and in relation to the stores, provisions and other matters as foresaid which the Contractors are to provide and/or pay for and the Contractors shall refund to the DGS any sums they or their agents may have paid or been compelled to pay in respect of such liability. The Contractor shall bear the charges/duties Custom Clearance expenses, MOHA clearance, passes, equipments, manning, levy to DGS as per applicable circulars, stand by services, logistic and advisory support, communication, reports, liaison office set up, back-up expert support, adequate insurance for ETV equipments, personnel etc, custom duties, levies, any other statutory duties/taxes/levies as per the law in force.

5.0 ***SURVEYS***

5.1 **ON-HIRE SURVEY:**

The on-hire survey will be carried out by charterer or its appointed surveyors and representatives from DGS and/or Coast Guard may attend the same. On hire survey will be done each year before ETV is deployed. DGS will appoint surveyor every year on DGS account.

5.2 **OFF-HIRE SURVEY:**

The off-hire survey will be carried out by charterer or its appointed surveyors. Representatives from DGS and/or Coast Guard may attend the same. Off-hire survey will be done each year before ETV is off-hired.

5.3 Prior to delivery and redelivery at the agreed port, both the Charterer (DGS) and the Owner (Contractor) shall appoint surveyors who shall conduct joint on-hire/off-hire surveys. A single report shall be prepared on each occasion and signed by each surveyor. In case two separate surveyors are appointed by each party, then the surveyor's fee shall be borne by the respective parties. In the event both parties hereto, appoint the same surveyor then the surveyor's at the time of on-hire shall be borne by the Owner (Contractor) and at the time of off-hire by the Charterer.

5.4 A joint survey will be carried out at Mumbai Port before the ETV/s are accepted for service in the Port and on termination of the contract to determine its condition. On hire / Off hire survey to be carried out in presence of third party, at the cost of tenderer.

5.5 Directorate General of Shipping will not be responsible for any damage suffered by the ETV/s due failure of the ETV/s or errors of the ETV Master and crew.

5.6 **MOBILIZATION PERIOD:**

Successful bidder shall be required to mobilize the offered vessel, AHTS as ETV at Mumbai Port after taking due clearances from Government Authorities, including Directorate General of Shipping, Naval Clearance if any as per mobilization schedule of bid document. Bidders should note that in case the successful bidder fails to mobilize the ETV within the stipulated mobilization period as above, then DGS shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

6.0 ***MEETINGS***

The Contractor shall ensure the presence of Contractor's Representative (from the base management team) at all meetings relating to the scope of work referred to in this contract, called by DGS/ICG and other stakeholders. No extra payment shall be made for attending these meetings.

7.0 **REPORTS**

7.1 Following reports to be submitted by the Contractor:

- i) Daily report on ETV activities and position of the vessel to be submitted electronically to D.G. Shipping.
- ii) Crew list duly endorsed by Charterer's representative alongwith 2nd monthly invoice.
- iii) Work Completion Certificate to be provided by contractor along with monthly invoice. (Appendix XI)
- iv) Deck/engine log books, fuel oil/fresh water consumption details are to be vetted by Technical and Finance wing of firm of contractor and submitted to DGS monthly.
- v) Routine and emergency activity report as an when required by DGS.
- vi) Highlight of the expenditure incurred and revenue earned if any.
- vii) Details of rescue operations conducted during the contractual period and its record.
- viii) Weekly report of ETV to be sent to DGS/MoS etc. as desired.

7.2 Following Notices should be sent to the Charterer:

- i) When the vessel sails from the Base port.
- ii) 24 hrs. prior arrival Mumbai port/any other port.
- iii) 24 hrs. prior on hire readiness viz. Notice of Readiness.
- iv) Actual readiness of the vessel.

8.0 **ELIGIBILITY/EXPERIENCE/TECHNICAL QUALIFICATION CRITERIA FOR BIDDER**

- 8.1 Bidder should be in the core business of Salvage or Wreck removal or ocean towing operations for the last five years and should have independently undertaken such operations during this period.
- 8.2 Bidder / Parent / Sister Company should have successfully completed at least two towing operations of vessels having size not less than 6000 GT, or underwater de-bunkering operations in the last 5 years. Of these at least one operation should be performed in Indian waters.
- 8.3 Bidder should furnish experience details as per format attached at Appendix I along with documentary evidence such as contract or work order copy/confirmation from Client Company for towage jobs undertaken. Details of experience and past performance of the bidder, on works/ jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients, are to be submitted along with the techno-commercial bid, in support of the experience. Bidders should submit a copy of contract for providing ETV services to any government (if any).
- 8.4 Bidder should have an office set up and necessary men and material in India, preferably in Mumbai, during the period of execution of the contract. In case the bidder does not have the same, an undertaking should be submitted in the bid stating that the same will be done if and when award of contract is received by the bidder and before commencement of charter. Project Manager should be available at shore office to attend to any emergency.
- 8.5 The Bidder should confirm that he will provide qualified personnel of requisite experience throughout the period of contract as per Appendix VII. A copy of the names and experience certificates of the regular manning team needs to be provided with the

Technical Bid document.

8.6 Vessels offered should comply with Shipping Development circular No. 01 of 2008 dated 25/4/2008 (including amendments) relating to revised guidelines for chartering of vessels.

9.0 **PRE-QUALIFICATION CRITERIA:-**

Tenderer must fulfill the following pre-qualification criteria to prove the techno commercial competence and submit the documents in support thereof. In case the original documents are in a language other than English, the same should be translated and attested by consulate of the country.

10.0 **MAINTENANCE**

The Contractor shall be responsible for the day to day maintenance of all plants, machinery and equipment relating to the Contractor's work on the vessel and to prevent any breakdowns affecting operation and work assigned from time to time. In the event of a breakdown the Contractor shall promptly and in a professional manner carry out the necessary repairs and replacement of parts to make such plant, machinery and equipment operational again. Breakdown /downtime/ penalties will be governed by Clause No. 17.0 of Section II, such penalties shall be the sole remedy of DGS in the event of any breakdown of the Vessel.

The ETV vessel offered by contractor shall comply with all statutory requirements of the vessel before the vessel is mobilized each year and during the period of deployment of vessel as ETV.

10.1 Contractor personnel / equipment may be transferred to other vessel at Charterer's discretion. Such transfer if needed shall be mutually discussed and agreed upon, to avoid safety / insurance related problems.

10.2 Notwithstanding anything contained herein to the contrary, Contractor agrees that the laws regarding employment and welfare of its personnel be complied by him without any liability whatsoever to DGS.

10.3 DGS will have the full right for good cause to ask for the removal of any of Contractor's personnel either for incompetency, unreliability or misbehaviors, etc. while onboard the vessel. The contractor will replace such personnel at their expenses. The contractor will be allowed a maximum of 6 working days to replace such persons by competent persons at their cost. In case contractor fails to replace such personnel as requested by DGS within stipulated 6 working days, then penalty will be applied for shortage of personnel which will be governed by Penalty/Breakdown clause.

11.0 **FINANCIAL CRITERIA**

11.1 Bidder should have minimum turnover of Indian Rupees 7 Crores (Seven crores) during last three financial years. The copies of Balance Sheet & Profit Loss A/c including annual turnover duly audited and certified Chartered Accountant for the last 3 financial years should be submitted. (d) Technical specifications including GA Plan of ETV(s) offered for hire should be submitted along with the offer.

11.2 Bidder must submit audited financial statement duly certified by Chartered Accountant /annual report of their company for the last three financial years. The copies of Balance sheet

12.0 **TERMS OF PAYMENT**

- 12.1 The Contractor shall submit invoices monthly for charter hire; bunkers and fresh water consumed etc. invoices to be submitted to the Charterer's office at address mentioned at clause 3.1 above.
- 12.2 The Tenderer should opt for **ECS** payment, if the tenderer is located in Mumbai. The Tenderer located outside Mumbai and anywhere in India may opt for payment through National Electronic Clearing System (NECS) provided that the concerned branch of bank is core banking enabled and MICR code starts with number other than zero.
- 12.3 Payment shall be made at the end of each calendar month after a certificate of satisfactory service has been obtained from the DGS. Tenderer shall indicate any other payment required by them and submission of daily deck and engine log books of the ETV. For this purpose, the contractor shall maintain daily deck and engine log books, the format of which should be submitted for approval of the Charterer prior to the commencement of contract. The bill shall be submitted in duplicate along with the said certificate & a separate mention of the Service Tax amount included in each bill by the contractor.
- 12.4 Payment shall be made within 60 working days from the date of submission of bill clear in all respect. The contractor is allowed to bill service tax on the monthly hire charges mentioned. Such service tax amount shall be reimbursed along with the running A/c bill on production of relevant document proof. The incremental amount of service tax due to increase in the existing rate of tax and any new Tax, Duties etc. applicable as per new legislation for the services provided under the contract, shall be paid to the contractor on production of its proof of payment. Only undisputed amount will be paid by the Charterer.
- 12.5 The Contractor shall have to pay the wages to the crew as per Shipping practices and Shipping Laws or Laws of the State, as applicable. The Contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the DGS and shall comply with and adhere strictly to his
- 12.6 **Charter Hire:** Bidders to quote charter rate per day *inclusive* of PSC/FSI, IRS Inspection, INSA NOC, General Trading License, Inward- outward conversion, Naval Security Clearance, MOHA clearance, custom duty, crew passes, regular personnel, equipments, manning, levy to DGS as per applicable circulars, stand by services, logistic and advisory support, communication, reports, liaison office set up , back-up expert support, adequate insurance for ETV operations, garbage removal charges, custom duties, levies, sludge disposal etc.
- 12.7 One time mobilization / demobilization cost to be included in the charter hire. Fresh water and Fuel Oil will be provided by the Contractor. The Contractor should raise invoice for cost of consumed fuel oil and fresh water. The price of fuel oil will be reimbursed as per IOC prevailing rate on the date and location at that place. Consumption of fresh water will be reimbursed as per port prevailing rate on the date and location where the fresh water received.
- 12.8 **INFORMATION TO BE PROVIDED FOR PAYMENT**
Bidders should invariably provide the following particulars along with their offers:
1. Name & Complete Address of the Supplier / Contractor as per Bank records.
 2. Name & Complete Address of the Bank with Branch details.
 3. Type of Bank account (Current / Savings / Cash Credit).
 4. Bank Account Number (indicate 'Core Bank Account Number', if any).
 5. IFSC/NEFT Code (11 digit code)/ MICR code, as applicable, along with a cancelled cheque leaf.
 6. Permanent Account Number (PAN) under Income Tax Act.
 7. TIN/Sales Tax Registration Number (for supply of Goods) and Service Tax Registration Number (for supply of Services), as applicable.
 8. e-mail address of the vendor / authorized official (for receiving the updates on status of payments).
 9. Mobile No for giving SMS of payment updates to vendor.

12.9 **Quotation:** As per price format at Appendix IX.

12.10 Bidder should state bunker, fresh water consumption per day for sea steaming 100% MCR, 60% MCR, Port stay, Anchorage stay. (These standard consumption details to be provided by bidders.)

12.11 **SPECIFIC SERVICE:** Any other specialized equipment and services shall be provided by contractor. Contractor to arrange berthing/un-berthing/ pilotage, port charges, anchorage etc. of the vessel at own cost in all the Indian ports during the period of contract. Instructions of berthing/un-berthing/ pilotage, port charges, anchorage etc of ETVs will be given by DGS. The cost / expenses incurred by contractor for berthing/un-berthing/ pilotage, port charges, anchorage etc will be reimbursed by the charterer on submission of the bills and receipts of payment made to ports, subject to 11.2 above. DGS will not reimburse / pay any agency fees to the contractor.

12.12 **Currency of bidding:**

Bidders are to quote all the rates in the price bid in INR only and will receive payment in INR. Bidders quoting in any other currency would be disqualified.

13.0 **TAXES**

13.1 **SERVICE TAX**

In case of Indian Contractors, service tax will be reimbursed by DGS at actual. In case of foreign Contractors, *Service tax will be paid by DGS, as per existing rule.* Service tax amount will be loaded in the per day charter hire for evaluation of the bid.

The Service Provider (other than the Service Providers from outside the taxable territory of India, who do not have any fixed establishment or permanent address in India for providing services) should have a valid Service Tax registration Certificate with the concerned authorities of Service Tax department and a copy of such registration certificate should be submitted along with the offer. In case the registration certificate is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite Service Tax registration certificate along with the first invoice under the contract.

Service to be provided from outside the taxable territory of India: As per Service Tax rules, for Services received by DGS in Taxable Territory of India from a Service Provider from outside the taxable territory of India, who does not have any fixed establishment or permanent address for providing taxable services in India, the liability to pay Service Tax lies with DGS. Therefore, such Bidder shall not include Service Tax in the quoted prices, but shall submit a declaration to the effect that they do not have any fixed establishment or permanent address for providing services in India. However, at the time of evaluation, Service Tax as applicable shall be loaded on the portion of services which attract Service Tax. In case the Bidder does not give break-up of the quoted prices, indicating the components of taxable services separately, the Service Tax will be loaded on entire quoted / Contract value for evaluation considering abatement, if any, as per the provisions of the statute.

13.2 **CORPORATE TAXES**

The contractor shall bear all Corporate Taxes, levied or imposed on the contractor on account of payments received by it from the Charterer for work done under this Contract. It shall be the responsibility of the contractor to submit to the concerned Indian Income tax Authorities, the returns and all other connected documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time. Should the contractor fail to provide such information and/or returns to the tax authority in

India, in time and consequently any penalties, interest and/or other levies are imposed on the contractor/Contractor/Owner, such amounts shall be payable by contractor.

Indian Contractors and Foreign Contractors should obtain PAN from Income tax authorities and submit a self certified PAN Copy, failing which 20% TDS (in case applicable), will be deducted from the payments due, as per Govt. of India directives.

13.3 **PERSONNEL TAXES**

The contractor shall bear all Personnel Taxes in India levied or imposed on its personnel on account of payment received by contractor under this Contract. It shall be the responsibility of the contractor to submit to the concerned Indian tax authorities the returns and all other connected documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time. DGS agrees to protect and hold Charterer harmless from any taxes levied, imposed or assessed on contractor and their personnel.

13.4 **CUSTOM DUTY**

In case the vessels are required to be imported by the bidder, the same will be done on his IEC code. All Custom Duty/charges as applicable under the Indian Law would be paid by the Contractor. It would be the duty of the Contractor to obtain all the statutory Custom Clearances, wherein in DGS will not play any role. The Contractor should file the IGM and submit a copy of the Bill of Entry for all imported vessel and all gears/ equipments etc. The charges/fees, if any, for obtaining IGM, Bill of Entry would be borne by the Contractor. In the event of arrest/seizure/detention of the Vessels, for defaulting to abide by the Customs Laws or any other statutory and port obligations, the Contractor would be solely liable for any such default.

13.5 **INSURANCE:**

(a) During the hire period the ETV/s shall be kept insured by Contractors at their expenses for insurance on Hull & Machinery as per Institute Time Clause- Hull dated 01.10.1983 with 3/4th Collision Liability amended to 4/4th Collision Liability with ITC-Port Risk extension dated 20.07.1987 with war risk. Contractors and/or insurers shall not have any right of recovery or subrogation right against charters on account of loss of and/or any damage to the ETV/s or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of ETV/s or Charterers covered by such insurance.

(b) During the hire period the ETV/s shall be kept insured by the Contractors at their expenses against protection and indemnity risks in such form as Charterers shall in writing approve which approval shall not be unreasonably withheld. If the Contractor fails to arrange and keep any of the insurances provided for under the provisions of sub-clause (b) in the manner described therein, Charterers shall notify Contractors whereupon Contractors shall rectify the position within seven running days.

(c) In the event of any act or negligence on the part of the contractor, which may vitiate any claim, whatsoever in nature, the contractor shall fully indemnify the charterers against all claims and demands, which could otherwise be covered by such insurance. The contractor shall submit a copy of insurance policy to DGS.

13.6

(a) The Master to execute charterer's instructions with the utmost dispatch and to render customary assistance with the ETV's crew. The Master to be under the order of the charterer as regards employment, agency or other arrangements. The contractor to indemnify the charterer against all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the ETV's papers.

(b) If the Charterer has reasons to be dissatisfied with the conduct or efficiency of the Master, Officer or Crew the Contractor on receiving particulars of the complaint, promptly investigate the matter and if necessary make a change in appointment. However the

Charterer shall have the right to demand the changes of any Master or other crew which demand shall not be unreasonable.

- 13.7 The Charterer or its representative will give the Master all instructions in English and the Master and Engineer to keep full and correct logs in English, accessible to the Charterer.
- 14.0 **Bid Bond/Bid Security** : Bidder is required to submit a single bid bond, in the format as per Appendix IV, valid for 180 days from the date of opening of the Technical Bid, equivalent to Indian Rupees **Rs.2, 20,67,500/-**(Rupees Two Crore twenty Lakhs Sixty-Seven Thousand Only).
- 14.1 The bid bond / security will stand forfeited in the following cases -
- i) If the bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder, or
 - ii) If bid is varied/modified in a manner not acceptable to DGS during the validity period or any extension of the validity duly agreed by the bidder, or
 - iii) If any information submitted by the Bidder is found to be false or incorrect
 - iv) If a bidder, having been notified of the acceptance of its bid, fails to furnish Performance Bank guarantee within 10 days of notification of such acceptance, or
 - v) If a bidder, having been notified of the acceptance of its bid, fails to mobilize vessel within 10 or committed days from Notification of Award (NOA), whichever is earlier.
- 14.2 The bid bond of unsuccessful bidders will be returned on finalization of the bid. The bid security of successful bidder will be returned on receipt of Performance Bank Guarantee by DGS.
- 14.3 Bid bond/bid security should be in the form of a bank guarantee or Demand Draft, as per enclosed format at **Appendix IV** from any reputed international bank or any nationalized banks, on non-judicial stamp paper as per stamp duty applicable at the place from where the bid has emanated (originate from). The non-judicial stamp paper should be in the name of issuing bank.
- 14.4 DGS shall not be liable to pay any bank charges, commission or interest on the amount of bid bond/bid security.
- 15.0 **PERFORMANCE BANK GUARANTEE**
- 15.1 The successful bidder will be required to submit a Performance Bank Guarantee (PBG), as per format enclosed at **Appendix IV**, in favor of DGS towards performance of the contract for an amount of 10% of contract value for a firm period of contract i.e. for 4 years, within 10 days of receipt of award of contract by the successful bidder. The PBG should be valid for a period upto 31.03.2022 and to be extended by further three months on each extension.
- 15.2 The Contractor shall furnish to DGS, irrevocable and unconditional Performance Bank Guarantee for the vessel towards compliance of performance of the contractor's obligations and responsibilities as detailed in the contract.
- 15.3 In the event, the Contractor fails to honor any of the commitments entered into under this agreement and / or in respect of any amount due to DGS from the Contractor, the Charterer shall have unconditional option to invoke the PBG and claim the amount from the Bank. The Bank shall be obliged to pay the amount to DGS on demand.
- 15.4 DGS shall not be liable to pay any bank charges, commission or interest on the amount of the PBG.

16.0 **Governing Law & Arbitration**

During currency of the contract the following arbitration clause would be applicable.

- 16.1 This Contract and any non contractual obligations in connection with the same will be governed by the laws of India.
- 16.2 In the event of any dispute between the parties hereto as to any matter arising out of or relating to this Contract or any stipulation herein or with respect thereto which cannot be settled mutually by the parties themselves, such dispute shall be resolved by arbitration in Mumbai, India in accordance with the Indian Arbitration Act, 1996 and any statutory modifications or re-enactments thereof. The language of Arbitration shall be English.
- 16.3 Either party may demand arbitration of any such dispute or difference by giving a written notice / request to the other party. Any demand for arbitration by either of the parties hereto shall specifically state the question or questions as to which such party is demanding arbitration and also state the name and credentials of the arbitrator appointed. Within thirty (30) calendar days after receipt of the notice of such demand or request for arbitration, the other party shall in turn appoint its arbitrator. The appointed arbitrators shall within twenty (20) calendar days of their appointment, nominate and appoint the third (3rd) arbitrator who shall act as presiding arbitrator.
- 16.4 If however, a Party fails to appoint an arbitrator (“Failing Party”) as aforementioned within thirty (30) Calendar Days of receipt of Notice of Arbitration, the Failing Party shall be deemed to have accepted and appointed as its own arbitrator, the arbitrator appointed by the party demanding arbitration under the Notice of Arbitration, and the arbitration shall proceed forthwith before the sole arbitrator, who alone, in such event, shall constitute the Arbitral Tribunal.
- 16.5 The arbitration shall thus be conducted by a panel of three arbitrators or the sole arbitrator (as stated in clause 12.4), as the case may be (hereinafter called the “Arbitral Tribunal”) for the settlement of the question or disputes.
- 16.6 The award of the Arbitral Tribunal made hereunder shall be final, conclusive, and binding upon the Parties.
- 16.7 It shall be a term of the Contract that the contractor shall not stop the work under this Contract and the work shall continue as per the terms of the contract, whether arbitration proceedings have commenced or not.”

17.0 **PENALTY/BREAKDOWN:**

Contractor will promptly inform DGS about any breakdown of machinery, equipment, shortage of manning, etc.

In such breakdown cases, penalty will be levied as under:

Sr.No.	Details	Penalty % of Charter hire
1.	Short manning – each rank other than key category	5% of daily charter hire
2.	Non operation of the vessel due to non availability of key categories such as Master, officer	100%* of daily charter hire.
3.	Short equipment	5% of daily charter hire
4.	Non functioning of equipment, machinery : <ul style="list-style-type: none">• Main Engine each• Towing winch• FIFI equipment• All other equipments, machinery	100% *of daily charter hire 100%* of daily charter hire 50% of daily charter hire 5% of daily charter hire

5.	During the period of contract if the vessel is found not complying with tender terms & conditions or mandatory / class rules and regulations	100% of daily charter hire for the first 5 consecutive days or till the time deficiency is rectified whichever is applicable.
6.	Non availability of offered vessel/substitute vessel beyond consecutive 5 days.	200% daily charter hires. (Means vessel will be considered off-hired. No Charter Hire paid, plus 100% charter hire rate as penalty.)

* 100% of daily charter hire penalty means vessel will be considered as offhire and no charter hire will be paid.

In case the vessel is not available, the Contractor is required to provide a substitute vessel of the same technical specifications, for which advance notice to be given by the Contractor. On hire survey of substitute vessel will be on Contractor's account.

18.0 Failure to honor Contract / Bidding Procedure etc.

In case of any default by the Contractor in undertaking scope of work and complying with the terms and conditions of the tender and contract, the Contractor will be barred from participating in any tender of the Charterer for the next four years. He will also forfeit his full Bid Bond / PBG submitted under the said tender / contract.

19.0 TECHNICAL SPECIFICATIONS OF THE OCEAN GOING ETV :

Technical specifications of ETV: Ocean going ETV with following minimum technical specifications are required:

- a) Age of the vessel should not be more than 20 years on 01.06.2017 (in line with the requirement of Port Entry Rules, 2012 issued by D G Shipping, Govt. of India).
- b) Not less than 60 T Bollard Pull
- c) Atleast one Bow thrusters (1) or one Azimuth thrusters (1).
- d) Not less than 2 ME and 2 Auxiliary Engines.
- e) Crane not less than 1.0 T SWL
- f) Controllable pitch propellers/ Azimuth thrusters.
- g) Towing gear including spare towing wire & accessories
- h) Towing winch
- i) Wire length not less than 500 mtrs.
- j) Wire Size Not less than 56mm dia
- k) 2 Nos. Hawsers of adequate size i.e. not less than 56mm dia.
- l) Not less than 250 sq.mtr deck working space
- m) Fire fighting Class 1.
- n) Dynamic Positioning System (DP1)
- o) Operating Draft not more than 5 Meters
- p) Hospital / Life saving equipment / survival kit
- q) Class : IACS members
- r) Endurance: Vessel should have endurance for atleast 40 days RTB (Return to Base) for replenishment of fresh water, provision, manning etc.

19.1 In addition to above, Bidder is required to fill in the Technical specifications format as per Appendix VIII.

19.2 Bidders should note that no weightage will be given for the age, higher bollard pull, or any other additional features of the offered vessel.

19.3 Compliance of Bollard Pull Requirement:

- (a) The designed static Bollard Pull of the offers ETV should not be less than 60 Tones (Ahead). The test to this effect shall be carried out by the contractor, at his cost and time, through a DGS approved Classification Society and shall be witnessed by DGS, within a period of three months after receipt of the letter of intent from DGS. The steady/sustained Bollard Pull of the ETV/s at 100% MCR should not be less than 60 Tones (minimum) at the time of deployment. The contractor shall provide Bollard Pull test certificate, issued by any Classification Society recognized by DG Shipping every year thereafter, at his cost. All such tests shall be carried out at tenderer's cost and witnessed by MMD along with DG Shipping approved Classification Society Surveyors.
 - (b) Bollard Pull as declared by the Contractor will be the Bollard Pull of the ETV being offered to the DGS for the entire period of the contract every year and subsequent years. This Bollard Pull will have to be maintained during the currency of the contract.
 - (c) DGS reserves the right to carry out Bollard Pull Test of the ETVs at its discretion at any time during the currency of contract at the bidders cost. In case Bollard Pull falls below 60Tons, DGS reserves the right to impose the penalty, per day or part thereof on pro rata basis, equivalent to 5% of the per day hire rate for each ton or part ton loss of Bollard Pull. However, if Bollard Pull falls below 60 ton DGS reserves the absolute right to terminate the contract forthwith.
 - (d) In addition to the Bollard Pull test every year, the contractor is bound to carryout BP test in the event any major repairs and replacement work is attended to Main Engines, Gear Box, Propellers i.e. any major machinery, which may have effect on BP capacity of the ETV. Then, in such an event the Director General of Shipping may ask the contractor to carry out BP test in order to ensure the operational efficiency of the ETV. The BP test shall be witnesses by the DGS officials of Mercantile Marine Department along with DG Shipping approved Classification Society. The cost of such test shall be borne by the contractor.
- 19.4 DP-I system should maintain position with +/- 5 Meter in Sea State 3. DP-I is to be used as per requirement of field in FIFI & SAR mode. The DP system should have at least one DGPS as reference system. Two DGPS with signals for differential corrections from two independent sources will be considered as two reference systems. No additional/ separate payment will be made for DGPS signal during D P operation.

20.0 **CONFIDENTIAL INFORMATION**

20.1 Confidentiality obligation.

Each Party must treat and hold as confidential all information, which they may receive ("the Receiving Party") from the other Party ("the Disclosing Party") or which becomes known to them concerning the Disclosing Party during the provision of the Services pursuant to this Agreement.

20.2 Nature of the confidential information.

The confidential information of the Disclosing Party shall, without limitation, include

a. All software and associated material and documentation, including information contained therein;

b. All information relating to the Disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets; and all information that relates to the business affairs, developments, trade secrets, know-how and the Personnel of the Contractor or information that may reasonably be regarded as confidential information by the Contractor.

20.3 The Receiving Party's obligations with regard to confidential information.

The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its confidential information –

a. It will only make the confidential information available to those of its personnel who are actively involved in the execution of this Agreement;

b. It will initiate internal security procedures reasonably acceptable to the Disclosing Party to prevent unauthorized disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, the confidential nature thereof;

c. Subject to the right to make the confidential information available to their personnel under clause 18.3.1 above, they will not at any time, whether during this Agreement or thereafter, either use any confidential information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties;

d. All written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the disclosing party which have or will come into the possession of the receiving party and its Personnel, will be, and will at all times remain, the sole and absolute property of such Party and shall be promptly handed over to such party when no longer required for the purposes of this Agreement.

20.4 Obligations in respect of confidential information upon termination.

Upon termination or expiry of this Agreement, the Receiving Party will deliver to the Disclosing Party, or alternatively at the disclosing Party's option, destroy all originals and copies of the Disclosing Party's confidential information in its possession.

20.5 Information, which will not constitute confidential information.

The foregoing obligations shall not apply to any information which:

- i) is lawfully in the public domain at the time of disclosure;
- ii) Subsequently and lawfully becomes part of the public domain by publication or otherwise;
- iii) Subsequently becomes available to the Receiving Party from a source other than the Disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information;
- iv) Is disclosed pursuant to a requirement or request by operation of law, regulation or court order; or
- v) is required by law to be delivered, in which case the Receiving Party shall give Disclosing Party prior written notice of the proposed disclosure and shall limit any disclosure to only such information or documentation as is expressly required by law and in respect of which no lawful reason for non-disclosure exists.

20.6 Disclosure to professional advisors.

Nothing in this clause shall preclude the Parties from disclosing the confidential information to their professional advisors in the *bona fide* course of seeking business and/or professional advice. The Parties however acknowledge that the protection of the confidential information is critical to both Parties' business interests and undertake to consult with one another in the event that any such confidential information is disclosed to any professional advisor other than the Parties' auditors and/or lawyers and advocates.

20.7 Severability

The provisions of this clause are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

20.8 Not use the Charterer's name.

The Contractor will not use the name of the Charterer in publicity releases, advertising or for other commercial purposes, without securing the prior written approval of the Charterer.

21.0 **FORCE MAJEURE**

21.1 Force Majeure shall mean any material event and / or conditions to the extent the party invoking Force Majeure is prevented or hindered from performing any or all of their obligations under the Agreement provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions as follows:-

- (a) Acts of God;
- (b) any Government requisition, control, intervention, requirement or interference;
- (c) any circumstances arising out of war, threatened, act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- (d) riots, civil commotion, blockades or embargoes;
- (e) epidemics;
- (f) earthquakes, landslides, floods or other extraordinary weather conditions;
- (g) strikes, lockouts or other industrial action, unless limited to the Employees of the party seeking to invoke Force Majeure;
- (h) fire, accident, explosion except where caused by negligence of the party seeking to invoke Force Majeure;
- (i) Any other similar cause beyond the reasonable control of either party.

21.2 Notification of Force Majeure event.

The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *Force Majeure* event promptly notify the other Party of such *Force Majeure* event and when such an event of *Force Majeure* has ceased. The party seeking to invoke *Force Majeure* shall notify the other party in writing within 5 days of the occurrence of any such event/condition.

21.3 No liability for Force Majeure.

Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *Force Majeure*, which arise after the Effective Date.

21.4 Endeavour to continue obligations.

Upon the occurrence of any *Force Majeure* event the Parties shall endeavor to continue to perform its obligations under this Agreement so far as reasonably possible. The Parties shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *Force Majeure* event and shall not take such steps unless directed by the other to do so.

21.5 If the *Force Majeure* event continues for a period of 10 (ten) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement by giving 5 (five) days notice to the other party.

21.6 Failure to notify Force Majeure event.

If a Party fails to inform the other Party, within 5 days, of the *Force Majeure* event concerned as set out in this clause then such Party shall thereafter not be entitled to refer to or rely on such *Force Majeure* event as a reason for non-fulfillment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *Force Majeure* event is known by both Parties.

21.7 The a foregoing provisions of this clause shall not excuse or release the Party claiming *Force Majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *Force Majeure* event nor failures, delays in performance or

obligations not effected by the event of *Force Majeure*, except to the extent the same cannot be performed because of *Force Majeure*.

22.0 **SUSPENSION OF HIRE**

If as a result of any deficiency of Crew or of the Contractor' stores, strike of Master, Officers and Crew, breakdown of machinery, damage to hull or other accidents to the Vessel, the Vessel is prevented from working, no Hire shall be payable in respect of any time lost and any Hire paid in advance shall be adjusted accordingly provided always however that Hire shall not cease and no penalties will be payable in the event of the Vessel being prevented from working as aforesaid as a result of:

- (i) quarantine or risk of quarantine unless caused by Master, Officers or Crew having communication with the shore at any infected area not in connection with the employment of the Vessel without the consent or the instructions of the Charterers;
- (ii) Subject to Clause 22, deviation from her Charter Party duties or exposure to abnormal risks at the request of the Charterers;
- (iii) detention in consequence of being driven into port or to anchorage through stress or weather or trading to shallow harbours or to river or ports with bars when the expenses resulting from such detention shall be for the Charterers' account howsoever incurred;
- (iv) any act or omission of the Charterers, their servants or agents.

23.0 **LIABILITIES AND INDEMNITIES**

- (a) Contractor. – Notwithstanding anything else contained in this Charter Party, the Charterers shall not be responsible for loss of or damage to the property of the Contractor or of their Contractors and sub-Contractors, including the Vessel, or for personal injury or death of the employees of the Contractor or of their Contractors and sub-Contractors, arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of the Charterers, their employees, Contractors or sub-Contractors, and even if such loss, damage, injury or death is caused wholly or partially by unseaworthiness of any vessel; and the Contractor shall indemnify, protect, defend and hold harmless the Charterers from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.
- (b) Charterers. – Notwithstanding anything else contained in this Charter Party, the Contractor shall not be responsible for loss of, damage to, or any liability arising out of anything towed by the Vessel, any cargo laden upon or carried by the Vessel or her tow, the property of the Charterers or of their Contractors and sub-Contractors, including their offshore units, or for personal injury or death of the employees of the Charterers, their Principals or of their Contractors and sub-Contractors (other than the Contractor and their Contractors and sub-Contractors) or of anyone on board anything towed by the Vessel, arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, liability, injury or death is caused wholly or partially by the act, neglect or default of the Contractor, their employees, Contractors or sub-Contractors, and even if such loss, damage, liability, injury or death is caused wholly or partially by the unseaworthiness of any vessel; and the Charterers shall indemnify, protect, defend and hold harmless the Contractor from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death.
- (c) Consequential Damages. – Neither party shall be liable to the other for, and each party hereby agrees to protect, defend and indemnify the other against, any consequential damages whatsoever arising out of or in connection with the

performance or non-performance of this Charter Party, including, but not limited to, loss of use, loss of profits, and cost of insurance.

- (d) Limitations. – Nothing contained in this Charter Party shall be construed or held to deprive the Contractor or the Charterers, as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Charter Party shall create any right to limit liability. Where the Contractor or the Charterers may seek an indemnity under the provisions of this Charter Party or against each other in respect of a claim brought by a third party, the Contractor or the Charterers shall seek to limit their liability against such third party.

24.0 **War**

- a. Unless the consent of the Contractor be first obtained, the Vessel shall not be ordered nor continue to any port or place or on any voyage nor be used on any service which will bring the Vessel within a zone which is dangerous as a result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or state whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any government or rulers.
- b. Should the Vessel approach or be brought or ordered within such zone, or be exposed in any way to the said risks, (i) the Contractor shall be entitled from time to time to insure their interest in the Vessel for such terms as they deem fit up to its open market value and also in the Hire against any of the risks likely to be involved thereby, and the Charterers shall make a refund on demand of any additional premium thereby incurred, and (ii) Hire shall be payable for all time lost including any loss owing to loss of or injury to the Master, Officers, Crew or passengers or to refusal by any of them to proceed to such zone or to be exposed to such risks.
- c. In the event of additional insurance premiums being incurred or the wages of the Master and/or Officers and/or Crew and/or the cost of provisions and/ or stores for deck and/or engine room being increased by reason of or during the existence of any of the matters mentioned in sub-clause (a) the amount of any additional premium and/or increase shall be added to the Hire, and paid by the Charterers on production of the Contractor's account therefor, such account being rendered monthly.
- d. The Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other way whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or any person (or body) acting or purporting to act with the authority of such government or by any committee or person having under the terms of this war risks insurance on the Vessel the right to give any such orders or directions.
- e. In the event of the outbreak of war (whether there be a declaration of war or not) between any of the countries neighbouring India or in the event of the nation under whose flag the Vessel sails becoming involved in war (whether there be a declaration of war or not) either the Contractor or the Charterers may terminate this Charter Party, whereupon the Charterers shall redeliver the Vessel to the Contractor if it has cargo on board after discharge thereof at destination or, if debarred under this Clause from reaching or entering it, at a near open and safe port or place as directed by the Contractor, or if the Vessel has no cargo on board, at the port or place at which it then is or if at sea at a near, open and safe port or place as directed by the Contractor. In

all cases Hire shall continue to be paid and, except as aforesaid, all other provisions of this Charter Party shall apply until redelivery.

- f. If in compliance with the provisions of this Clause anything is done or is not done, such shall not be deemed a deviation.
- g. Applicability of this clause will be restricted to contracots worksocpe.

25.0 **Early Termination**

- (a) For Charterers' Convenience. – DGS as charterer may terminate this Charter Party at any time by giving the Contractor 30 days written notice.
- (b) For Cause. – If either party becomes informed of the occurrence of any event described in this Clause that party shall so notify the other party promptly in writing and in any case within 3 days after such information is received. If the occurrence has not ceased within 3 days after such notification has been given, this Charter Party may be terminated by DGS , without prejudice to any other rights which either party may have, under any of the following circumstances:
 - (i) Requisition. – If the government of the state of registry and/or the flag of the Vessel, or any agency thereof, requisitions for hire or title or otherwise takes possession of the Vessel during the Charter Period.
 - (ii) Confiscation. – If any government, individual or group, whether or not purporting to act as a government or on behalf of any government, confiscates, requisitions, expropriates, seizes or otherwise takes possession of the vessel during the charter period.
 - (iii) Bankruptcy. – In the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the contractor (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or if it suspends payment or ceases to carry on business.
 - (iv) Loss of Vessel. – If the Vessel is lost, actually or constructively, or missing, unless the Contractor provides a substitute vessel. In the case of termination, Hire shall cease from the date the Vessel was lost or, in the event of a constructive total loss, from the date of the event giving rise to such loss. If the date of loss cannot be ascertained or the vessel is missing, payment of Hire shall cease from the date the vessel was last reported.
 - (v) Breakdown. – If, at any time during the term of this Charter Party, a breakdown of the Contractors' equipment or vessel results in the Contractor being unable to perform its obligations hereunder for a period exceeding 14 days, unless the Contractor provides a substitute vessel.
 - (vi) Force Majeure. – See Clause 21.
 - (vii) Default. – If contractor is in repudiatory breach of its obligations hereunder.

Termination as a result of any of the above mentioned causes shall not relieve the Charterers of any obligation for Hire and any other payments due till the time of termination.

26.0 **UNSOLICITED COMMUNICATIONS**

- a) In case any bidder makes any unsolicited communication in any manner, after bids have been opened (for tenders processed either on single bid or on two bid basis),

the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

- b) Further, if the tender has to be closed because of such rejection and the job has to be re-tendered, then the particular bidder shall not be allowed to bid in the re-tender.
- c) The above provision will not prevent any bidder from making representation in connection with processing of tender directly and only to the Competent Authority (CA) as mentioned in the tender document. However, if such representation is found by CA to be un-substantiated and / or frivolous and if the tender has to be closed because of the delays / disruptions caused by such representations and the job has to be re-tendered, then such bidder will not be allowed to participate in the re-invited tender.
- d) In case, any bidder while making such representations to Competent Authority (CA) also involves other officials of DGS and / or solicits / invokes external intervention other than as may be permitted under the law and if the tender has to be closed because of the delays / disruptions caused by such interventions and has to be re-tendered, then the particular bidder will not be allowed to participate in the re-invited tender.

27. **SAFETY, LABOUR AND OTHER LAWS:**

The Owner (Contractor) and its employees shall comply, in all respect with the provisions of all applicable laws, statute, ordinance regulations or by laws of any international, national, local or any other such authority applicable to the areas of operations. Without limitation to the generality of the foregoing, the Owner (Contractor) shall take all measures necessary, proper and required to protect the personnel their life, work and facilities and shall also observe all the Charterer's safety rules and regulations as are and may be prescribed and made known to the Owner (Contractor) by the Charterer from time to time.

27.1 **CONCESSIONS PERMISSIBLE UNDER STATUTES**

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. DGS will not take responsibility towards this. However, DGS may provide necessary assistance, wherever possible, in this regard.

27.2 Undertaking to provide necessary documents, for enabling DGS to avail Input VAT credit and CENVAT credit benefits (wherever applicable),

27.3 Further, the Bidders shall undertake to provide all the necessary certificates / documents for enabling DGS to avail Input VAT credit and CENVAT credit benefits (wherever applicable), in respect of the payments of VAT, Excise Duty, Service Tax etc. which are payable against the contract (if awarded). The Contractor should provide tax invoice issued under rule-4A of Service Tax for the Services; and tax invoice issued under Central Excise rule-11 (indicating education Cess and Secondary & Higher Education Cess) for Excise Duty and tax invoice under respective State VAT Act for VAT separately for the indigenous goods.

28.0 **Contract Duration**

ETV contract is for a period of four years (i.e. for Financial Year 2017-18, 2018-19, 2019-20 and 2020-21) with DGS in same terms & conditions.

The duration of ETV arrangement shall start from completion of on-hire survey in West Coast of India on 1st of June each year and will end on completion of Off-hire survey on 30th November each year.

Extension if any will be on based on directives from Director General of Shipping (DGS) / Ministry of Shipping (MoS) on the same terms and conditions.

ETVs can be operated anywhere in Indian Waters including Andaman Nicobar and Lakshadweep Islands as per DGS / CG requirement and directives.

Section III

CONTENTS OF SUPPORTING DOCUMENTS & PROFORMAS FOR TENDERER/BIDDER

Sr. No.	Document	Text
1.	Appendix I	Experience details format.
2.	Appendix II	Form of Particulars
3.	Appendix III	Format for Bid bond/Bid security
4.	Appendix IV	Format for Performance Bank Guarantee
5.	Appendix V	Work scope
6.	Appendix VI	List of Equipments (Regular and Call out)
7.	Appendix VII	Crew Composition and Experience (Regular
8.	Appendix VIII	Technical Specifications
9.	Appendix IX	Price format
10.	Appendix X	Integrity Pact
11.	Appendix XI	Work completion certificate format
12.	Appendix XII	Weekly Report
14.	Appendix XIII	Letterhead of Parent / Sister Company
15.	Appendix XIV	Form of Agreement
16.	Appendix XV	Recognition certificate by Embassy
17.	Appendix XVI	S D Circular

For any Queries/clarifications the parties may contact on pre bid meeting to be held on 26.04.2017.

EXPERIENCE DETAILS

Tender No. DGS / ETV/2017 to 2021 for hiring one ETV in Indian waters in the monsoons of 2017-18, 2018-19, 2019-20 and 2020-21.

Bidders' past experience format

Sl. No	Name of the Area where ETV Contract or Salvage or Wreck removal or towing operation undertaken	Name and address of Client	Name of the vessel used	Period From To (dd/mm/yy)	No of days	Contractor's scope of work	Whether job independently done by the Contractor YES/NO	Documentary proof attached (Contract copy /work order)
I Overall experience								
i)								
ii)								
iii)								
iv)								
v)								
II Indian Experience								
i)								
ii)								
iii)								
iv)								
v)								

Signature of the bidder:_____

Name

:_____

Seal of the Company

FORM OF PARTICULARS

Tender No. DGS/ ETV/2017 to 2021 for hiring one ETV in Indian waters in the monsoons of 2017-18, 2018-19, 2019-20 & 2020-21.

- 1.0 Name of the Company and full Postal address:
Principal office:
In India:
- 1.1 E-mail address
- 1.2 Telephone No. (Office)
(Residence)
(Mobile)
- 1.3 Fax No.:
- 1.4 PAN No.
- 1.5 IE Code :
- 2.0 Nature of Company (Please provide a copy
Of MOU/AOA/Organization chart, copy of
Audited Balance Sheet and P&L A/c of last 3 years:
 - 2.1 Year of formation of company
- 3.0 Name of Parent Company
- 4.0 Name of the Senior Executives/Officials of Company
- 5.0 Name of contact person of the subject project
- 6.0 Names of clients of the company
- 7.0 Average annual turnover
- 8.0 Particulars of Bid bond/Bid Security
- 9.0 Whether your company has been disqualified/blacklisted
by DGS at any time in the past. If yes, give details.
- 10.0 The Tenderer should also confirm the following in writing while submitting the
Technical offer "**ENVELOPE-I**":
 - a) Whether the tenderer employs in any capacity whether administrative or
advisory, *ex-DGS officer who has retired from the DGS as DDG or higher level
in preceding three years as on the tender closing date*
 - b) If the answer to (a) above is in affirmative, the name and designation of that
officer in the firm, *his designation at the time of retirement in DGS and his date
of retirement from DGS should be furnished;*

- c) The role and responsibilities of that officer in the firm especially with regard to the contract for which the bid is made should be clearly spelt out.

Place:
Date:

Signature of Authorized Signatory.

FORMAT FOR BID BOND/BID SECURITY

To :

The Directorate General of Shipping, Ministry of Shipping, Gol.

Sir,

WHEREAS _____ a company within the meaning of the Companies Act, 1956, a Partnership firm having its registered office at _____ (hereinafter called "the Bidder") have in response to your Tender Notice No.----- dated _____ offered to execute the work as contained in Bidder's letter No. _____ dated _____.

AND WHEREAS the Bidder is required to furnish to you a Bank Guarantee for the sum of Rs. _____ as Bid Bond/Bid Security against the Bidder's offer as aforesaid;

AND WHEREAS WE (the bank) _____ have, at the request of the Bidder, agreed to give you this guarantee as hereinabove contained;

NOW THEREFORE in consideration of the premises, WE, the undersigned, hereby covenant that the aforesaid tender of the bidder shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension thereof and if the Bidder shall for any reason back out, whether expressly or impliedly, from his said bid during the period of its validity or any extension thereof, WE hereby guarantee to you the payment of the sum of Rs. _____ on demand, notwithstanding the existence of any dispute between you or your authorized representative and the bidder in this regard AND WE hereby further agree as follows:

- (a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the Bidder.
- (b) That the guarantee hereinabove contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- (c) That any account settled between you and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (d) That this guarantee commences from the date of opening of Technical bid and shall remain in force till the Bidder, if his bid is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till -----days from the date of opening of technical bid, as the case may be, of the bid, whichever of these is earlier.
- (e) That the expressions "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

Yours faithfully,

Draft of Performance Bank Guarantee

Ref. No. Bank Guarantee No. _____

Dated: _____

THIS DEED OF GUARANTEE made on the _____ day of _____ 2017 BY _____ (hereinafter called "the Bank") of the ONE PART, in favour of The Directorate General of Shipping, Government of India ,Ministry of Shipping, "Beta Building " , 9th Floor , I-Think Techno Campus, Kanjur Village Road, Kanjur Marg (East), Mumbai – 400 042 (hereinafter called "the Contractor") of the OTHER PART;

WHEREAS by an Agreement No. _____ dated _____ made between _____ carrying on business in partnership/joint venture company etc. under the firm/co. name of _____ at _____ (hereinafter called "the Contractor") and the said The Directorate General of Shipping, Government of India ("the Charterer"), the Contractor has undertaken execution of all work contained in the agreement hereinbefore referred (hereinafter called "the said contract");

AND WHEREAS in accordance with clause _____ of the said contract the Contractor is desirous of furnishing a Bank Guarantee in the sum of Rs. _____ towards performance of the contract valid till 31.11.2021 which may be extended till 30.11.2022

AND WHEREAS The Directorate General of Shipping , Ministry of Shipping, GOI Limited had agreed to accept a guarantee from the said Bank on express condition that the Bank shall unconditionally and on demand from The Directorate General of Shipping, Government of India and without demur pay to The Directorate General of Shipping, Government of India the aforesaid sum of Rs. _____.

AND WHEREAS at the request of the Contractor the Bank has agreed to give its guarantee as hereinafter contained;

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the premises the Bank hereby undertakes to pay to Directorate General of Shipping , Ministry of Shipping, Gol on demand and without protest the sum of Rs. _____.

2. The Bank shall pay to Directorate General of Shipping , Ministry of Shipping, Gol on demand the sum under clause 1 above without demur and without requiring Directorate General of Shipping , Ministry of Shipping, Gol to invoke any legal remedy that may be available to it, it being understood and agreed FIRSTLY that Directorate General of Shipping , Ministry of Shipping, Gol be the sole judge of and as to whether the Contractor has committed breach or breaches, if any, of the terms and conditions of the said contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by Directorate General of Shipping , Ministry of Shipping, Gol from time to time and its demand in that regard shall be final and binding on the Bank AND SECONDLY that the right of Directorate General of Shipping , Ministry of Shipping, Gol to recover from the Bank any amount under this guarantee shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Contractor with regard to their liability or that proceedings are pending before any Tribunal, arbitrator(s) or court with regard thereto or in connection therewith AND THIRDLY that the Bank shall immediately pay the sum under clause 1 above to Directorate General of Shipping , Ministry of Shipping, Gol on demand and it shall not be open to the Bank to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any facts affecting the demand AND LASTLY that it

shall not be open to the Bank to require proof of the liability of the Contractor to pay the amount, before paying the sum demanded under clause 1 above.

3. The guarantee shall come into force immediately and continue in force and which according to the terms of the said contract, should be valid till 31.11.2021. If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the term of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to Directorate General of Shipping, Ministry of Shipping, Gol the said sum of Rs. _____ or such lesser sum Directorate General of Shipping, Ministry of Shipping, Gol may demand.

4. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.

5. The Directorate General of Shipping, Ministry of Shipping, Gol and the Contractor will be at liberty to carry out any modifications to the said contract during the term of the said contract and any extension thereof, and notice of such modifications and extensions to the Bank is hereby waived by the Bank and will not affect in any manner liability of the Bank to pay to Directorate General of Shipping, Ministry of Shipping, Gol under this Deed of Guarantee.

6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this Guarantee is restricted to Rs./US\$ _____ (Rs. ----- only) and the Guarantee shall remain in force till the 30.11.2021(may be extended for further 1 year) unless claim or demand under this Guarantee is presented to the Bank within six months from the date of completion of the _____ and thereto the Bank shall be released and discharged from all obligations hereunder.

IN WITNESS WHEREOF

(Signature)
Full name, designation and official address (in legible letters)
with Bank

Witness No. 1 _____
(Signature)

Full name and official address
stamp (In legible letters)

Witness No. 2

(Signature)
Full name and official address
(In legible letters)

SCOPE OF WORK

- i) To provide one vessel of not less than 60 T Ocean going ETV to work as ETV, along with equipments onboard vessel.
- Primary Operational requirements of the ETV:
- Availability to respond to an incident on a 24 hours basis as directed by the DGS.
 - Ready to get underway within 1 hour when on standby at anchorage, and immediately if at sea.
 - Suitably equipped to undertake emergency towage.
- ii) To provide qualified and experienced personnel.
- iii) To provide required equipment as per list provided at Appendix VII. Following to be noted:
- a) In case of emergency, Vessel will be used as ETV for salvage of an asset.
 - b) Immediate response from the Contractor.
 - c) Stabilizing a casualty to prevent further damage to the ship or the environment and environmental defense of coastal areas.
 - d) Protection of the environment by assisting vessels in distress.
 - e) Assist in Search & Rescue operations.
 - f) Surveillance operations (Sea Traffic Control, Customs, etc.)
 - g) Assist in oil spill containment and recovery operations.
 - h) Supporting underwater recovery operations.
 - i) Render towing assistance to any vessel
 - j) Carryout casualty evacuation from any location off shore
 - k) Render fire fighting assistance to any vessel in distress.
 - l) Standby close to any casualty / vessel in distress
 - m) Render assistance to any grounded vessel
 - n) Carry out logistic support or supply mission as directed
 - o) Respond to any SOS as per directions
 - p) As required by the Charterer, carry out any mission, always within the vessels natural capabilities and subject to the sole discretion of the Master of the Vessel.
 - q) To carry out any other field work as instructed by DGS within the vessel's natural capabilities and within a safe parameters.
- iv) Contractor will provide necessary expert back-up for guiding ETV for discharging its obligations towards rendering assistance to casualty.
- vi) The Contractor must exercise all due diligence for salvaging, saving distressed property etc. as appropriate to prevailing circumstances and established best practices.
- vii) All expenses such as PSC/FSI, IRS Inspection, INSA NOC, General Trading License, Custom Clearance expenses, Inward- outward conversion, Naval Security Clearance, MOHA clearance, crew passes, regular personnel, equipments, manning, levy to DGS as per applicable circulars, stand by services, logistic and advisory support, communication, reports, liaison office set up , back-up expert support, adequate insurance for ETV operations, garbage removal charges, custom duties, levies, sludge disposal etc. would be borne by the Contractor at their expenses.

- viii) Copy of Bill of Entry should be submitted to DGS for all foreign flagged vessels and *appropriate or all salvage or towing gears / equipments etc.*
- ix) Contractor to arrange berthing/un-berthing/ pilotage, port charges, Anchorage charges etc. of both ETVs at its own cost in all the Indian ports during the period of contract. The instruction of berthing/un-berthing/ pilotage, port charges, Anchorage etc of ETVs will be given by DGS. The cost / expenses incurred by contractor for berthing/un-berthing/ pilotage, port charges, Anchorage etc will be reimbursed by the charterer on submission of the bills & payment of receipt made to ports. DGS will not reimburse / pay any agency fees to the contractor.
- x) The vessel may be called upon to render any assistance to any vessel or casualty anywhere on the Indian coast or international waters as per DGS requirements.
- xi) Contractor will take adequate insurance cover for ETV operation and submit copy of the insurance to Charterer.
- xii) The Contractor should be able to provide “hot tapping arrangements” in case trapped oil is to be removed from a casualty vessel.
- xiii) The Contractor will provide an expert at base designated who will be responsible for planning, guiding, advising and coordinating during emergency response to vessel and Coast Guard/DGS. Such expert should be a senior, capable person and with an authority to make decisions.
- xiv) Due care or diligence shall be exercised by the Contractor to prevent & minimize damage to the environment and have in place an oil spill response mechanism meeting the requirement of the Flag Administration.
- xv) Daily Position Report to be sent by each vessel to Contractor /DGS/Coast Guard/MoS etc.
- xvi) Weekly report of both ETVs to be sent to Contractor /DGS/Coast Guard/MoS etc.

LIST OF EQUIPMENTS

A) REGULAR EQUIPMENTS: Contractor will provide all the Regular Equipments on board at the time of on-hire and throughout the Contract Duration.

1. 1 No. 4 inch diesel pump complete set.
2. 6 Nos 20 feet 4 inch fuel suction pipe.
3. 6 Nos 50 feet 3 inch water hose-Storz or equivalent
4. 1 No. Welding transformer and Welding set with 100 m cable.
5. 1 No. Gas cutting set with sufficient length of hoses.
6. 1 No. Oil Pollution equipment absorbent container
7. 1 x Band-it tool, strapping and buckles
8. 1m x 5m x 4 m tarpaulin
9. 10 sq m of heavy duty canvass
10. Wooden wedges, buns, rubber insertion foam sheet
11. 10 sq m, 5 mm thick sheets of plywood
12. 4 x 25 kg quick settling concrete
13. 2 Nos. Line throwing apparatus (LTA sets) other than LSA requirement
14. 1 x 1m dia. of polyform inflatable marker buoy
15. 1 No blow down package
16. Personnel Basket, Rope type, Floating (Billy Pugh or equivalent)
17. Personnel Ladder, Extension Type, 20 to 34 feet
18. Buoy – 12” to 18” Norwegian type , 1 EACH
19. Deck Tackle, Fairleads, cheek blocks, etc. upto 17/16”wire
20. Fender 3’ x 5’ dia foam, tire net, 1 EACH
21. Fender 5’ x 10’ dia foam, tire net, 1 EACH
22. Rope, 10 mm diameter polypropylene 220 m
23. 1 No 56 mm diameter 220meter PP Hawser
24. Oil Dispersant-1000 ltrs.
25. 3 Nos. Walkie talkie set Intrinsically safe (other than GMDSS)
26. All towing gears shackles, hooks, chains, stoppers, stretcher line, etc.
27. HC Gas detectors
28. Oxygen analyzer
29. Neil Robertson Stretcher
30. Fast rescue boat with OBM
31. Intrinsically safe torches 3 nos.
32. Various sizes of electric plugs and sockets

B) OTHER EQUIPMENTS

1. Compressor, LP 185 cfm, Service Air
2. Jack, Hydraulic, 100 ton.
3. Buoy – 24” to 36” Norwegian type

Note : The Charterer shall have the right to instruct bidder / contractor for inclusion of any additional equipment in the above list if exigencies arise to meet its requirement based on the emergency. The cost of additional equipment deployed if any shall be reimbursed without any markup.

CREW COMPOSITION & MANNING

DETAILS OF PERSONNEL FOR AHTS USED AS AN ETV NOT LESS THAN 60 T BP

1. Crew composition and manning shall be manned as per MS Act for coastal voyage.
2. Experience: All crew should have atleast 2 years towing experience on vessel engaged on coastal voyage or port operation.

3. REGULAR MANNING:
 - a) Contractor will provide all the Regular Manning on board at the time of on-hire and throughout the Contract Duration.
 - b) Vessel should be manned as per Safe Manning and operational needs.
 - c) Safe manning scale should include with at least two of crew members in control of such operation having certificates of extra skills in the field of salvage operation. One person must be skilled for Welding and cutting work.
4. If bidder offers foreign flag vessel, then he has to comply with DGS requirements of minimum number of Indian manning in the vessel.
5. The Master / Chief Officer should be capable and competent to undertake the scope of work as stated in Annexure V.
6. During the currency of the contract, if it becomes mandatory to position additional crew, the same will be provided by the contractor at his own cost.
7. The crew and master proposed to be deployed for the vessel should have undergone training for Survival at sea and H2S evacuation training from a reputed maritime institute.

APPENDIX VIII

The bidder is required to fill up the following information for each offered vessel and submit in technical bid.

**Technical Specification of Ocean going ETV of not less than 60 T Bollard Pull
FIFI Class I & DP1**

Sr. No	Parameter	Specification
1		
1.1	Name of the vessel	
1.2	Name of owner	
1.3	Flag	
1.4	Port of registry	
1.5	Place of build	
1.6	Year of build (on or after 15th May 1997)	
1.7	Name of yard	
1.8	Classification – IACS member	
1.9	Call sign/official No.	
2	<i>DIMENSIONS</i>	
2.1	LOA [meters] (
2.2	LBP [meters]	
2.3	Breadth mld [meters]	
2.4	Depth mld [meters]	
2.5.1	Summer draught [meters]	
2.5.2	Operating draught not more than 5 Meters.	
2.6	Clear deck Aft	
2.6.1	Length [meters]	
2.6.2	Breadth [meters]	
2.6.3	Area [sq. meters] (not less that 250 sq mtr deck working space)	
3	<i>Machinery</i>	
3.1	Main Engines	
3.1.1	Number of Main Engines (2 required)	

Sr. No	Parameter	Specification
3.1.2	Make & Year of Built	
3.1.3	Model	
3.1.4	Max continuous rating (for all main engines together) 100%	
3.1.5	Year of build	
3.2	Main propulsion	
3.2.1	Number of propellers (2 required)	
3.2.2	Type (Controllable Pitch required)	
3.2.3	Propeller diameter [mtrs]	
3.2.4	Propeller make	
3.3	Side Thrusters	
3.3.1	Number of bow thrusters	
3.3.2	Number of stern thrusters	
3.3.3	Rating of BT's [KW]	
3.3.4	Rating of ST's [KW]	
3.4	Generators	
3.4.1	Number of generators (Auxiliary Engine & Shaft Generator required)	
3.4.2	Total rating [KVA]	
3.4.3	Voltage rating	
3.4.4	Frequency [Hz]	
3.5	Steering gear	
3.5.1	Type & Year of Built	
3.5.2	Number of rudders (Minimum 2)	
4	Performance	
4.1	Trial speed [knots]	
4.2	Cruising speed [knots](<i>minimum 12 knots</i>)	
4.3	Bollard pull [Max continuous] F(Not Less than 60 T BP required)	
5	Anchor Handling and Towing Equipment	
5.1	Winch	
5.1.1	Type	

5.1.2	Make	
5.1.3	Model	
5.1.4	Drum capacity	
5.1.5	Work wire (Min Length – 500 meters & Size= Not less than 56 mm dia.)	
5.1.6	Drum speed [M/min]	
5.1.7	Winch stall capacity	
5.1.8	Line pull	
5.2	Wildcat for chains	
5.2.1	Suitable for chains	
5.2.2	Chain lockers	
5.2.3	Chain locker capacity [cubic meters]	
5.3	Towing pins and stops	
5.4	Spare storage	
5.5	Stern roller	
5.6	ETV gear winches	
5.7	Capstans [on aft deck]	
6	<i>Navigation and Communication Equipment</i>	
6.1	Gyrocompass	
6.2	Magnetic compass	
6.3	Echo sounder	
6.4	Auto pilot	
6.5	Radar	
6.6	SSB Radio transceiver/GMDSS	
6.7	Marine VHF transceiver	
6.8	GPS	
6.9	Portable VHF	
6.10	INMARSAT	
6.11	Automatic Identification System	
7	<i>Accommodation</i>	
7.1	Crew compliment	
7.2	For charterer's use	

7.3	Hospital/ Life saving equipment/ Survival Kits	
8	Capacities	
8.1	Deck cargo (T)	
8.2	Deck loading [T/sq mtrs]	
8.3	Fuel (m ³)	
8.4	Drill water (m ³)	
8.5	Pot water (m ³)	
8.6	Ballast water (m ³)	
8.7	Liquid mud (m ³)	
8.8	Dry bulk (m ³)	
8.9	Dead weight [Tons]	
8.10	4" Cam lock couplings	
9	Others	
9.1	Fire-Fighting (Class I required)	
9.2	Dynamic Positioning-(Class I required)	
9.3	Joystick controls	
9.4	Stabilization system	
9.5	Cranes (Nos/Capacity)	
9.6	Fresh Water Generator capacity	
9.7	Flow meter	
9.8	Search & Rescue (SAR)	
9.11	DOC of owner	
10	Type of Bunkers Used	
11	Endurance - Vessel may be brought into harbour once in 40 days for replenishment of fresh water, provision, manning, etc.	
12	Vessel presently employed with Company's name , Location	
13	If employed release date of the vessel	
14	SAT 'A'/'B'/MINI M	Telephone No.
Certificates	Copies of the following should be submitted: 1. Certificate of Registry, safe manning cert 2. Class Certificate [H & M] and P&I club 3. Bollard Pull Certificate (This should not be more than 24 months old at the time of tender closing and acceptable to NDA or their authorized representatives.	

	<p>4. The bidder should confirm that valid statutory certificates required under the Flag State Control are to be submitted at the time of 'Third Party Inspection' of the Vessel.</p> <p>5. Last PSC/FSI Report (Within last 1 year required)</p>
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GUIDELINES

The following guidelines are given for use by bidders so that safe and effective towing / SAR/ Salvage operations.

The onus of providing satisfactory services in a sound and prudent manner rests entirely with the bidders

1. The vessel shall be equipped with both main and spare towing/work wire, each of adequate strength and length
2. The main towing/work wires should be spooled onto the winch drum using adequate tension. The end of the wires must be adequately secured to the winch drum, though a method of quick release may be provided
3. The spare towing/work wire should be stowed on the second winch drum. Additional lengths may be reverse stowed on a reel. The reel stowed wires should be readily accessible even in heavy weather and should be in such a position that transfer to the main drum can be easily and quickly effected.
4. The vessel should have at least two towing pennants of not less than the required breaking load and of the same construction and lay as the main towing/work wire.
5. If synthetic stretchers are used at least two shall be carried. The min dry breaking load and synthetic stretchers should be not less than 1.5 times the min required BL of the main towing/work wire. The stretchers should have heavy-duty gusseted thimbles at each end.
6. The vessel should have at least six towing shackles of adequate SWL.
7. The main winch and its connections to the vessel should be strong enough to withstand a force equal to the BL of the main work wire acting at its max height above deck.
8. If power to the main winch is provided by a main engine shaft generator during normal operations, then a standby power source should be available in case of ME failure.
9. Each drum of the winch should be capable of independent operations.
10. The winch brake should be capable of preventing the towing/work wire from paying out when the vessel is towing at its max continuous static bollard pull and should not be released automatically in case of a power failure.
11. There should be adequate means of communication between the winch control station, the engine control station and the bridge.
12. Sufficient protection should be provided to the towing/work wire against damage by abrasion and chafing.
13. The cargo protection rail, bulwarks, stern rail, tail gate, stern roller etc should be free of edges, corners or obstructions that could damage or prevent the free lateral movement of the towing/work wire.
14. Whichever system of control and protection of the towline is used, the arrangement should be such that the risk of girding is minimized.
15. The stability of the vessel should not be less than that required by IMO Resolution.

Notwithstanding anything specified above, the bidder must ensure that:

- i. **The vessels, offered by them, shall be able to provide the required services.**
- ii. The vessels must be fitted with Communication, Navigation and LSA/FFA equipment as per the latest applicable regulations.

Tender No. DGS/ETV/2017 to 2021 for hiring one ETV in Indian waters in the monsoons of 2017-18, 2018-19, 2019-20 and 2020-21.

PRICE FORMAT

SCHEDULE OF RATES FOR ETV

Bidder shall quote their Schedule of Price as under:

A)

Sr. No.	Particulars	Amount in Indian Rupees
1	Day Rate all inclusive except Mob/Demob, and service tax	
2	One time Mobilization charges (should not be more than 10 times of quoted day rate at Sr. no. 1 above)	
3.	One time Demobilization charges for following ports (should not be more than 10 times of quoted day rate at Sr. no. 1 above)	

B) **FUEL OIL / FRESH WATER CONSUMPTION:** Bidder must provide the FO/FW Consumption i.e. fill out the values of the column no. B in the table below.

Fuel Oil Consumption per day (Tons)	Quantity (MT) consumed per day
A	B
100% Maximum Continuous Rating(MCR) (Main Engine + Auxiliary Engine)	
60% Maximum Continuous Rating (Main Engine + Auxiliary Engine)	
At Anchorage	
At port Stay	
Fresh Water Consumption per day (Tons)	Quantity (MT)
Fresh Water	

Note :

Bidder to note that their quoted day rate above shall be all inclusive rate and shall be valid for the duration of the contract with extension, if any.

- 1.1 Service tax - In case of Indian bidders, service tax will be reimbursed by DGS only on submission of proof of service tax payment by bidder. In case of foreign bidders, Service tax will be paid by the Charterer. Service tax amount will be loaded in the per day charter hire for evaluation of the bid.
- 1.2 Income Tax : Indian bidders and Foreign bidders should obtain PAN from Income tax authorities and submit a self certified PAN Copy, along with the details in Form of Particulars format (Appendix II) as part of the Technical Bid Documents, failing which 20% TDS (in case applicable), will be deducted from the payments due, as per Govt. of India directives.
- 1.3 Charter rate should be inclusive of PSC/FSI, IRS Inspection, INSA NOC, General Trading License, Inward- outward conversion, Naval Security Clearance, Custom clearance, MOHA clearance, crew passes, regular personnel, equipments, manning, levy to DGS as per applicable circulars, stand by services, logistic and advisory support, communication, reports, liaison office set up , back-up expert support, adequate insurance for ETV operations, garbage removal charges, levies, sludge disposal etc.
- 1.4 Fuel Oil consumption for 100% MCR, 60% MCR, at anchorage and port stay will be considered for 61 days, 09 days, 62 days, and 51 days respectively for evaluation purpose.
- 1.5 For the purpose of evaluation of bid, prevailing IOC bunker rate as per the IOC prevailing date and location where bunker received. Consumption of fresh water will be reimbursed as per port prevailing rate on the date and location where the fresh water received.
- 1.6 During on hire/off-hire of the ETV, bunker adjustment cost will be taken as per IOC bunker rate at that location where bunker received as per IOC prevailing rate. On the day of on-hire/off-hire, rate of fresh water will be considered as per port prevailing rate on the date and location where the fresh water received.
- 1.7 Evaluation of ETV contract will be done on total bid value to DG Shipping for 4 years the basis of which will comprise of Charter hire, Mobilization, De-mobilization, FO and FW consumption plus Charterers' fees including taxes.

Bid Evaluation Matrix : Bids will be evaluated as under :

Following method will be adopted for evaluation of bid. However the duration (column B) is only for evaluation without any commitment for actual use.

Sr. no	Criterion for Bid Evaluation	Base Unit	Quantity	Total
I	Criterion for Bid Evaluation for Charterer			
		A	B	C
1	Charter Hire Day Rate	(INR)	183 Days	= A X B
2	MOB	(INR)	One time	= A
3	DE-MOB	(INR)	One time	= A
4	FO consumption/day (ME +AE) 100% MCR	(Ton)	61 Days	= A X B X FO rate/ton
5	FO consumption/day (ME +AE) 60% MCR	(Ton)	9 Days	= A X B X FO rate/ton
6	Port stay FO consumption/day at anchorage	(Ton)	62 Days	= A X B X FO rate/ton
7	Port stay FO consumption/day in port	(Ton)	51 Days	= A X B X FO rate/ton
8	Fresh water consumption/day	(Ton)	183 Days	= A X B X FW rate/ton
9	Total for bidder		183 days	Total of all C above

**(INTEGRITY PACT DOCUMENT)
(TO BE EXECUTED IN PLAIN PAPER AND APPLICABLE FOR
ALL TENDERS VALUING ABOVE RUPEES ONE CRORE)**

INTEGRITY PACT

Between

The Directorate General of Shipping, Ministry of Shipping, GoI, (DGS) hereinafter referred to as "The Principal",

and

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

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

(2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1). The Bidder / Contractor commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder / Contractor will 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 immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.
- b) The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c) The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2). The Bidder / Contractor will 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, before contract award has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- i) If the Bidder / Contractor has committed a transgression through a violation of Section- 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- ii) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- iii) If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

- iv) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit / Bid Security, whichever is higher.
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 equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
3. The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors

1. The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/ Monitors (Three in number depending on the size of the contract) (to be decided by the Chairman of the Principal/DGS)

1. The Principal/DGS appoints competent and credible External Independent Monitor for this Pact. 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. He reports to the Chairman of the Board of the Principal/DGS.
3. The Contractor 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 will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.
4. The Principal/DGS will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, 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.
6. The Monitor will submit a written report to the Chairman of the Board of the Principal 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.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word “Monitor” would include both singular and plural.

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 respective contract, and for all other Bidders 6 months after the contract has been awarded.

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 Chairman of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Mumbai.

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 turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....

.....

For the Principal

For the Bidder / Contractor

(Official Seal)

(Official Seal)

Place:

Witness : 1.....

Date:

2.

Work Completion Certificate Format

This is to certify that M/s _____
,the contractor has provided ETV _____ with all the required regular
manning and equipment for the period from _____ to _____
and performed ETV duties as required by the contract to our entire satisfaction. All the reports,
documents are submitted by them are as per the terms and conditions of the contract.

For Contractor

ETV 2017-21

Date :

<u>Weekly Report No. 1</u>			
Sr. No.			ETV – vessel name
1	Period		
2	Total number of Emergency Calls received from DG		
3	Number of Cases where ETV services were utilized		
4	Any First Aid/Support /Fire fighting activities undertaken by ETV		
5	Any revenue Earned by ETV		
6	Remarks		

Signature

Letter head of Parent / Sister Company

Subject : Tender No. DGS/ETV/2017 to 2021 – Parent / Sister Company Guarantee for “name of bidding company”

This letter is to confirm that _bidding company is a wholly owned subsidiary of name of parent company / subsidiary company) and such the (name of parent company / subsidiary company) accepts all responsibility, both financial and otherwise agreed to by bidding company in its bid under the above referenced tender. Name of parent company / subsidiary company) guarantees the due and satisfactory performance of the work covered under the said tender and fully backs all the commercial, financial, technical and commitments made by name of Bidding company.

Sincerely yours

Seal of parent / subsidiary company.

Authorised signatory

Note – the above undertaking has to be issued by parent /sister company of which the bidding company is a wholly owned subsidiary.

FORM OF AGREEMENT

THIS AGREEMENT made at Mumbai the _____ day of _____ between THE DIRECTORATE OF GENERAL SHIPPING, Ministry of Shipping, Govt. of India incorporated by Merchant Shipping Act, 1958 as amended (hereinafter called "DGS" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include Ministry of Shipping of the one part and

_____ all of Mumbai carrying on business in partnership in the firm name and style of _____ having registered with Income Tax Department of Government of India No. _____ and having their/his office at its office at _____ a company registered under the Indian Companies Act, 1956 and having registered office at _____ (hereinafter called the "Contractors" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the persons names his survivors of them, the heirs executors, legal representatives and administrators and administrators of such last survivor and their/his or her and permitted assigns/then company named its successors and permitted assigns) of the OTHER PART.

WHEREAS the DGS invites tenders for the work of _____ AND

WHEREAS the Contractors submitted his/their/its quotations by his/their/its tender dated _____ which tender was subject to the terms and conditions as contained in his/their/its letter referred to in the Schedule 'A' hereto respectively and which tender subject to the terms and conditions was accepted by the Board by the letter of its

(Designation of the HOD) _____ Bearing No. _____ dated _____ in respect of _____ only (part of the

Schedule of Quantities and Rates to the said Tender) * AND WHEREAS the Contractors have/has deposited with the DGS a sum of Rs. _____ (Rupees _____) only as security for the due performance of this

contract * AND WHEREAS Contractors _____

(Here please mention the name of Bank and Branch) Mumbai has given Bank Guarantee for Rs. _____ (Rupees _____) only towards further security for

the due performance of this contract by the Contractors.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this agreement the words and expression shall have the same meaning 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) The said tender
- b) Instructions to the Tenderers including addendum to tenderers.
- c) The General Conditions, including the special conditions of contract.
- d) The General Specifications for road and drains/superstructures and allied works including the addendum to the specifications.
- e) The Drawing No. _____
- f) The Schedule of Quantities and Rates and other Schedules
- g) The Schedule of Prices
- h) The Contractors and the _____ letters
(Mention the Designation of HOD)

Referred to in the Schedule 'A' hereto, and

i) The acceptance of the Tender by the said letter dated the _____ day of

_____ 2017 from the (mention the Designation of HOD) _____ of the DGS to the Contractors.

* Please strike out which is not required

3. In consideration of the payment to be made by the Board to the Contractors as herein after mentioned the Contractors DO and each of them DOTH severally and jointly HEREBY COVENANT with the DGS to carry out and complete within stipulated period (time being the essence of this contract) the work of "The Hiring of One ETV Not Less Than 60 Tons Bollard Pull for four years and extendable by another one year to Directorate General of Shipping"/ together with certain spares as mentioned in the Schedule 'B' hereto/and all other ancillary work/as described in the drawings, in accordance with the specifications and in conformity in all respects with the provisions of the Contract and to maintain/guarantee the same as provided in the conditions of the Contract/specifications (hereinafter collectively called "The Contract Work").

4. The DGS HEREBY COVENANT to pay to the Contractors in consideration of the contractors carrying out and completing within the stipulated period (time being of the essence of this contract) the contract work to the entire satisfaction of the (mention the Designation of HOD) _____ of the DGS in all respects the contract price /* (after taking into account the rebates of _____ % offered by the contractor) at the time and in the manner prescribed by the Contract.

5. The penalty clauses as mentioned in the tender document shall be binding on the both the parties.

IN WITNESS WHEREOF the Contractor have/has hereunto subscribed and set his/their respective hands and seals _____ the duly constituted Attorney of and for on the behalf of the Contractor hath been hereto affixed and the DGS, Govt. of India, Mumbai for and on behalf of the DGS has set his hand and the Common seal of the Board hath been hereunto affixed the day and year first above written.

* Strike out if there is not rebate.

THE SCHEDULE 'A' ABOVE REFERRED TO

(The Schedule of letters)

(Here please mention Contractor's and DGS letters)

THE SCHEDULE 'A' ABOVE REFERRED TO

(The Schedule of spares to be supplied by the Contractors)

SIGNED,SEALED AND DELIVERED) Constituted Attorney

by the above named _____)

_____)

in presence of _____)

OR

SIGNED,SEALED AND DELIVERED)

by the above named _____)

_____)

On behalf of themselves and for and on)

Behalf of _____)

In presence of _____) Signature of Contractors

OR

The common seal of affixed pursuant to a)

Resolution of the Board of Directors dated)

The _____ of _____ 2017 in) Director
Presence of _____)
and _____)
two of the Directors of the said company.) Director
SIGNED,SEALED AND DELIVERED
by the DGS for and on behalf of)
Ministry of Shipping)
the presence of _____) DGS

The Common Seal of the DGS Mumbai was affixed in the
Presence of _____

DDG, DGS, Mumbai

Recognition / Certificate from Indian Embassy

AGREEMENT

This Agreement made at Mumbai the _____ day of _____ 2017 between M/s, _____ a company registered under companies Act 1956 / a partnership firm / propriety firm (hereinafter called "The First Party" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the company, its successors and assigns / the proprietor, the heirs and legal representatives of the proprietor, its successors and assigns and be deemed to include the persons named their/the survivor or survivors of them, the heirs executors, legal representatives and administrators and permitted assigns) And having registered with the Income Tax Department of the Government of India vide PAN No. _____ and having their/his office at _____ of the ONE PART AND

M/s. _____ a company registered under companies Act 1956 / a partnership firm / propriety firm (hereinafter called "The Second Party" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the company, its successors and assigns / the proprietor, the heirs and legal representatives of the proprietor, its successors and assigns and be deemed to include the persons named their/the survivor or survivors of them, the heir executors, legal representatives and administrators and permitted assigns) and having registered with the Income Tax Department of the Government of India vide PAN No. _____ and having their/his office at _____ of the OTHER PART;

WHEREAS the First Party is the owner/ despondent owner / Builder of the said Tug _____ & _____ and possesses ship registry certificate of the same and having complete control over the said Tug.

The Second Party have approached the First Party for hiring / ~~purchasing/ building~~ of the said Tug _____ & _____ and has also given to understand that the said tugs are required for the tender invited by DIRECTORATE GENERAL OF SHIPPING BEARING NO.DGS/ETV/- 2017-2020 along with the addendum for hire of 01 ETV for 4 years on terms and conditions contained in the said Tender, **extendable for further 1 year.**

The First Party have agreed to give on hire / sell / build the said ETV to The Second Party on the agreed terms and conditions between themselves within the stipulated period of time as indicated in the Tender invited by DIRECTORATE GENERAL OF SHIPPING Bearing Tender No. DGS/ETV/- 2017-2020 along with the addendum. The First party undertakes to supply the said ETV _____ & _____ immediately to second party on his request for the said tender. We both the parties undertake that we shall not revoke or withdraw the said ETV once offered to DIRECTORATE GENERAL OF SHIPPING, Mumbai for its tender work. We also undertake to abide by the terms and conditions of this agreement. This agreement is an irrevocable one until the contract is completed.

SIGNED, SEALED AND DELIVERED by

The above named _____

On behalf of themselves and for and on

behalf of _____

In the presence of _____

Signature of the First Party

SIGNED, SEALED AND DELIVERED by

The above named _____

On behalf of themselves and for and on

behalf of _____

In the presence of _____

Signature of the Second Party

(Strike out whichever not applicable)

**Shipping Development Circular No.2 of 2002 dated 08.11.2002 of Director
General of Shipping.
Sub.: Guidelines for Grant of Licence to Foreign- Flag Vessel**

1. Legal Provisions and Objectives:

1.1 In public interest and to ensure transparency and equitable consideration for Indian ship owners, Shippers, Project Authority, other private parties (Citizen/Companies / Societies and PSUs and joint ventures). and above all, for the Indian consumers, the Director General of Shipping is hereby pleased in supersession of all earlier guidelines to lay down the following guidelines for grant of license for chartering of foreign-flag vessels for export, import, for coasting trade, implementation of projects etc.

1.3 In part XIV-of the Merchant Shipping Act, 1958-entitled „Control of Indian ships and ships engaged in Coasting Trade. , the provision of Section 406 deal with Indian ships and charter ships to be licensed and provisions of Section 407 deal with licensing of ships for coasting trade in India. As laid down in these sections, the license has to be granted by the Director General of Shipping (hereinafter referred to as D.G. Shipping) for taking to sea from a port or place within and outside India of Indian or other ship by a citizen of India or a company or a co-operative society under Section 406. The same is true for ship other than Indian ship or a ship chartered by a citizen of India under Section 407.

1.4 Sub-Section (3) of Section 406 and sub-section (2) of Section 407 empower the D.G. Shipping to grant the license subject to such conditions as may be specified by him. Consolidated guidelines had been issued by the Director- General of Shipping in this same regard vide No.SD-9/CHART (82)/97-II dated 27 March, 2000. As a result of experience gained during the last 21/2 years, it is felt necessary to issue the present updated and fresh guidelines.

1.5 It is well-known that in recent years, there has been a tremendous growth in the development of off shore shipping industry in all its various aspects. It is necessary for the Central government to ensure the growth and development of Indian off-shore sector, vessel, equipment etc. Consequently while considering the application for grant of license to any foreign- flag vessel of any type to work in Indian waters anywhere in entire Exclusive Economic Zone, it will be necessary for D.G. Shipping to consider the effect on

1.5 The growth and encouragement of Indian off-shore industry and vessels, irrespective of whether they are fitted with mechanical means of propulsion or not. Therefore these Guidelines are applicable to all vessels, as defined under M.S. Act, supporting or performing any service/ functions as enumerated below:-66

- (i) Capital intensive assets such as Floating Storage and offloading devices etc.
- (ii) Oil-field Support Services- rendering vessel engaged in towing, anchor-handling, dredging, off-shore drilling / production rigs, diving support, maintenance support, various type of surveys, cable laying, sea-bed mining operations, pipe-laying, lighterage, salvage marine construction, hook-up, supply and transport of passengers, goods and material, and
- (j) Port and Terminal related support services-rendering vessels.

1.5 These guidelines shall be applicable to any foreign-flag vessel chartered by anyone for operation in the Indian Exclusive Economic Zone of India including its territorial waters and contiguous zone.

1.6 These Guidelines shall come into operation with immediate effect.

2. Chartering of foreign flag vessels for export / import.

2.1 The Applicant should submit the enquiry consisting of details regarding specification of the requirement of vessel, quantity of cargo, nature of cargo, lay up, port of loading and discharge etc. to the Indian National Ship-owners Association (hereinafter referred to as INSA) and to the D. G. Shipping at least three working days prior to lay up. He should submit the application in the appropriate format as prescribed at Annex A, B, C & D with necessary fees, at least three working days prior to commencement of the layup.

2.2 INSA shall circulate the enquiry to its Member Companies who shall forward to the Applicant the offer they wish to make giving details of a suitable Indian flag vessel, charter hire / freight etc. informing INSA that the offer has been made giving all details except the price offer and endorsing a copy of the offer made to the D.G. Shipping. The offer should be made by the INSA Members within not more than two working days after receipt of the enquiry in respect of all vessels, except Crude carriers, Product Tankers, Chemical Carriers, Ammonia Tankers, Gas Carriers, Feeder and Container Vessels. In respect of these latter vessels, INSA Member Companies shall make their offer to the Applicant within one working day after receipt of the enquiry. INSA shall, in response to the enquiry of the Applicant, inform the D. G. Shipping of the offers made by its member Companies and endorse a copy of the same to the Applicant Company within two working days after receipt of the enquiry in respect of all vessel except Crude carriers, Chemical Carriers, Ammonia Tankers, Gas Carriers, Product Tanker, Feeder and Container Vessels. In respect of these latter vessels, INSA shall in response to the enquiry of the Applicant, inform the D. G. Shipping of the offers made by its Member Companies and endorse a copy of the same to the Applicant Company within one working day after receipt of the enquiry. In case no copies of offer are received by INSA from its member companies within the stipulated time, INSA shall inform the D.G. Shipping accordingly, with a copy of the same to the Applicant.

3. Chartering permission for Coasting Trade / Offshore Support operation / portrelated Support Service for spot Requirement.

1.1 The Applicant should submit the enquiry consisting of details regarding specification of the requirement of vessel, quantity of cargo, nature of cargo, lay can, port of loading and discharge etc. to the Indian National Shipowner's Association (hereinafter referred to as INSA) and to the D.G. Shipping at least three working days prior to lay up. He should submit the application in the appropriate format as prescribed at Annex A, B, C & D with necessary fees, at least three working days prior to commencement of the lay up

1.2 INSA shall circulate the enquiry to its Member Companies who shall forward to the Applicant the offers they wish to make giving details of a suitable Indian Flag Vessel Charter hire etc., informing INSA that the offer has been made giving the details thereof except the price offer and endorsing copies of the offer made to the D.G. Shipping. The offers should be made by the INSA Members within not more than two working days after receipt of the enquiry in respect of all vessels, INSA shall in response to the enquiry of the applicant inform D.G. Shipping the offers made by its Member companies and endorse a copy of the same to the applicant company immediately within one day in respect of all vessels.

1.3 The procedure specified in the Guidelines (Paragraphs 2.1 – 2.2) also applies to all applications for permission for spot requirements for coasting trade and time or voyage charter of foreign flag vessels where no tender process has been followed for coasting trade. The Applicant shall however refer the enquiry to the Indian Coastal Conference (hereinafter referred to as ICC) as well as to INSA. The ICC shall also follow the same procedure as INSA as specified earlier in Paragraphs 2.1 to 2.2. However, Paragraphs 3.1 to 3.2 shall apply to all requirements in the Offshore Support Services and / or Port / Terminal Support Services where no tender process is followed.

4. Chartering of Vessel done through Tender Process for all types of Requirements.

4.1 Unless the Indian vessel becomes successful in the evaluation of the technical bid, it will not of course be eligible for any consideration and support under the provisions of Section 407 of the M.S. Act, 1958.

4.2 Whenever charter of vessel is undertaken through a tender process, open, closed or global tender, or any other process of tender, the provisions of these guidelines are required to be incorporated. Whether the guidelines have been incorporated in any tender or not, the said guidelines would be deemed to have been incorporated as a part of the tender documents.

4.3 Every tender process would provide scope for Indian Citizen / Companies / Cooperative Societies having Indian Flag Vessels to participate in the said tender. Where the said Indian Citizen / Companies / Co-operative Societies have failed either to participate or obtain the order, they cannot be allowed to obtain the same or part of the same work at any cost merely through the provisions found in Section 407 and Section 406 of the M.S. Act, 1958. In the said tender process, the right of first refusal will remain with the Indian Vessel Owner on his showing readiness to take up the job at the lowest price indicated by the foreign flag vessels. "Right of first refusal" is a right which accrues to a bidder in a tendering process – who offers an Indian flag vessel and whose rate through not being the lowest – to be awarded the tender, subject to his matching of the lowest rate offered by a bidder who offers a foreign-flag vessel. This right is conferred based upon the practices of the industry, and the deliberate intention of the Central Government towards encouragement and development of the India shipping industry.

1.8 Right of refusal will be applicable to:

- a) A vessel which has been offered by an Indian bidder, and which remains under foreign flag on the date of the price bid opening, would be treated as a foreign-flag vessel for the purpose of bid evaluation. Accordingly, the lowest Indian-flag vessel would be granted the right of first refusal against the foreign-flag vessel including the foreign flag vessel (s) which is offered with an undertaking to convert to Indian flag prior to commencement of operations.
- b) Above the lowest tender with a foreign-flag vessel, where there are more than one Indian tenderer offering Indian flag vessel (s), then the first right of first refusal will be given to the lowest among such Indian tenderers, and on his failure to match the lowest tender, the next higher Indian tenderer will be given the offer and so on.
- c) The offer of any foreign flag vessel by an Indian bidder with an undertaking to convert it to Indian flag prior to commencement of operations but later than the price bid opening can be considered only when and if the Indian bidder/s offering Indian-flag vessel/s have failed to match the lowest price offered by the foreign-flag vessel. Indian such event the tender awarding authority shall incorporate deterrent penalties in the award of tender to

ensure that the bidder will convert the vessel to Indian flag before commencement of operations.

- d) Similarly, an Indian bidder who offers an Indian flag vessel (s) for a particular tender will not be granted license by D.G. Shipping to charter a foreign flag vessel (s) for the same work either at the commencement of charter or at any time during the tenure of the charter. The Indian bidder will not be allowed to substitute the Indian flag vessel(s) with a vessel that was being instructed, contracted or flying a foreign flag at the time of bidding but was to be converted to Indian flag prior to commencement of operations, but later than the elsewhere hoping to replace it with a foreign-flag vessel, irrespective of whether tender process was followed or not. Such a request to grant license for a foreignflag vessel will not be granted by D.G. shipping to replace an Indian-flag vessel.
- e) In short, both in (c) and (d), equity will be maintained to ensure a balance between
- f) both the objectives of encouraging the existing Indian-flag vessel on the one hand and of encouraging the acquisition of new Indian tonnage, but with a slight tilt in favour of existing Indian-flag vessels since the investment here has already been made.

1.9 The party which offers the Indian flag vessel, should meet the commercial requirement by matching the lowest composite effective price and there shall be no price preference in favour of the Indian flag vessel. If any expenditure incurred by the Indian vessel-owner is being borne by the charterer for the foreign-flag vessel that shall be suitably added to the price while comparing the costs. On such calculation if the Indian vessel is offered at the same price as foreign vessel the license under Section 406 and /or 407 will not be granted for the said foreign-flag vessel. Composite Effective Price is the derived figure from the various price inputs submitted by a bidder / participant in a tender process, wherein all the costs /input are summarized. While working out such Composite Effective Price, inputs such as daily hire / daily rate, mob / demo charges, call out rates and conversion charges etc. are taken into account.

5. Amendment to Licence already granted:

5.1 Amendment to licence will be governed by the following provisions:

- (a) Not more than twice will amendments be allowed in respect of the same licence.
- (b) If an amendment seeks variations in more than three parameters, it will be treated as a fresh case.
- (c) Any variation on lay can exceeding one week on either side will be treated as a fresh case.
- (d) The fees once paid will not be automatically refunded or adjusted again any fresh application. Separate and adequate justification for refund or adjustment will have to be advanced before the D.G. Shipping and be accepted by him.
- (e) A fresh case would mean that the application has follow the procedure from the beginning once again.

6. Penalty for deviations:

6.1 If INSA or any of the Shipping Companies brings to the notice of D.G. Shipping that a charterer concerned as he may consider necessary to prevent recurrence of such events.

6.2 If there is a doubt that technical specifications of the vessel given in the tender advertisement were drawn up with the deliberate intention of avoiding Indian-flag vessel the matter may be referred to the D.G. Shipping for decision as to whether the Indian vessel with minor difference in specifications should be chartered, and not the foreign flag vessel. As far as practicable, this decision will be taken after discussion with the concerned parties.

6.3 If past payment due on charter of Indian-flag ships is not cleared in time, the D.G. Shipping may decide that no further license is granted to applicants who are in such arrears.

7. Non-INSA / ICC Members:

For non-INSA / ICC Member, a copy of the enquiry shall as has been the prevailing practice, be displayed on the notice board of the officer of the D.G. Shipping within the relevant time stipulated.

8. Exceptions in public interest.:

To expedite national project-implementation to increase Indian tonnage, to encourage development- of Indian hub-port and sea-trade routes, both new and existing and to tackle an emergency or overcome a crisis, the D.G. Shipping retains the right to take action as deemed fit, overriding any of the guidelines laid down hereinabove.

Sd/-

(D.T. Joseph)

Director General of Shipping &

Dated 08 November, 2002 Secretary to Government of India 71

Section IV

Instructions to bidders Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 2) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 3) 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 4) 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be submitted in the sealed cover as specified in the tender document in person latest by the last date of bid submission. The details of the DD/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 uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
The contact number for the helpdesk is -----.
Foreign bidder can get help at-----.

Section V

List of Documents to be verified by bidder/checklist

Sr. No.	Particulars	Page no.
1	Letter of undertaking from parent / sister company guaranteeing the due and satisfactory performance of the work covered under the said tender and fully backs all the commercial, financial, technical and commitments made by name of Bidding company.	
2	Validity of the bid	
3	A letter of authority authorizing the concerned officer to sign the bid documents submitted	
4	Names and experience certificates of the regular manning team as per Appendix VIII submitted	
5	Duly filled form of particular (Appendix II) submitted	
6	Blanked priced bid format submitted	
7	Integrity Pact is duly signed.	
8	Signed and stamped tender document submitted	
9	Experience table with supporting - Bidder should be in core business of Towing operations for the last five years and should have independently undertaken such operations during this period.	
10	Experience certificate / Work done certificate – Bidder/ Parent/Sister company should have successfully completed atleast two wreck removal operation (1000 GRT and above wreck) or two towing operations of vessel having size not less than 3000 GT or under water de-bunkering operation in last five years. Of these atleast one operation should be performed in Indian waters.	
11	Bidder should furnish experience details as per format attached at Appendix I . Bidder has submitted the copy of contract for providing ETV services to any government. (If any) .	
12	Bidder should have a fully established office set up with Project management and dedicated and experienced support staff in India, for executing the contract.	
13	The bidder confirms that he will provide qualified personnel of requisite experience throughout the period of contract as per Appendix VIII. A copy of the names and experience certificates of the regular manning team needs to be provided with the technical Bid Document.	
14	Bidder has a minimum turnover of Indian Rupees 7 Crores or equivalent US Dollars during last three financial years.	
15	Bidder must submit audited financial statement duly certified by Chartered Accountant /annual report of their company for the last three financial years	
16	Bid bond	

17	Letter from Bidders agreeing in toto to all the terms and conditions of this tender document. Offers of Bidders taking any exception/deviations to tender/contract terms and conditions will not be considered	
18	Copy Import Export code of bidder	
19	Letter from Bidder stating he is in a position to mobilize ETVs within <u>10 days</u> from the Notification of Award of contract from DGS.	