

Clarifications vide Tender No E-Tender No KoPT/Haldia Dock Complex/MO Div/2/18-19/ET/5 dated regarding **HIRING OF ONE 30 TONNES OR MORE BOLLARD PULL TUG FOR HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**. The same is to be signed and submitted along with the bid.

SL No	Clause Location	Clause in the tender	To be modified/incorporated as
1.	Page 14, SI No 23, Corrigendum dated 31.05.2018 and Page 18, Clause 5.1 of the tender	<p><b>Security Deposit</b></p> <p>Performance Security shall be 10% of the Annual Contract Price. The Earnest Money deposited by the successful tenderer will be converted to Security Deposit and the balance Security Deposit shall have to be deposited either in cash or in Bank Guarantee [in a non-Judicial Stamp paper of denomination of Rs. 50/- or more and as per pro-forma available with Finance Division] within a month from the date of commencement of the contract.</p>	<p><b>Security Deposit</b></p> <p><b>The Security deposit can be submitted by following two methods:</b></p> <p>1. Performance Security shall be 10% of the Annual Contract Price. The Earnest Money deposited by the successful tenderer will be converted to Security Deposit and the balance Security Deposit shall have to be deposited either in cash or in Bank Guarantee within 20 days on receipt of Letter of Acceptance [in a non-Judicial Stamp paper of denomination of Rs. 50/- or more and as per pro-forma available with Finance Division] within a month from the date of commencement of the contract.</p> <p>2. Performance Security shall be 10% of the Annual Contract Price, which should be submitted in form of Bank Guarantee, or Demand Draft, within 20 days on receipt of Letter of Acceptance. SD equivalent to 10% of the annual contract price may be submitted and kept valid through the pendency of the contract with a claim period of six months from the date of completion of contract. The Earnest Money deposited by the successful tenderer through BG will be returned after submission of SD within a month from the</p>

			<p>date of commencement of the contract. The BG must be issued by any Indian Scheduled Bank from its branch situated at Kolkata/Haldia. In case of issuance of BG from a scheduled bank from outside Kolkata/Haldia, the same should be counter guaranteed by Kolkata/Haldia Branch. However, the EMD shall be returned only after validation of Bank Guarantee submitted as Security Deposit.</p>
2.	<p><b>Page 16, SI No 23, Corrigendum dated 31.05.2018 &amp; Page 27, Clause 17.0 of the tender</b></p>	<p><b>Bollard Pull</b>  The designed static Bollard Pull of the offers tugs should not be less than 30 Tones (Ahead). The test to this effect shall be carried out by the contractor, at his cost and time, through a DG approved Classification Society and shall be witnessed by HDC, KoPT, within a period of six months after receipt of the letter of intent from HDC, KoPT. The steady/sustained Bollard Pull of the Tug/s at 90% MCR should not be less than 30 Tones(min) 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. A 12 hours' period will be granted for the tests for the</p>	<p><b>BOLLARD PULL</b>  The designed static Bollard Pull of the offers tugs should not be less than 30 Tones (Ahead). The test to this effect shall be carried out by the contractor, at his cost and time, through a DG approved Classification Society and shall be witnessed by HDC, KoPT, within a period of six months after receipt of the letter of intent from HDC, KoPT. The steady/sustained Bollard Pull of the Tug/s at 90% MCR should not be less than 30 Tones(min) at the time of deployment. <b>In case if a Bollard Pull test has been carried out and certified by any Classification Society recognised by DG Shipping within six months prior to commencement of contract, no further bollard pull test will be required before putting the tug on hire.</b> The contractor</p>

		<p>Bollard Pull Test every year, in case there is no operational exigencies. All such tests shall be carried out at tenderer's cost and witnessed by HDC, KoPT officials along with DG Shipping approved Classification Society Surveyors.</p> <p>(a) Bollard Pull as declared by the Contractor will be the Bollard Pull of the Tug/s being offered to the Port for the entire period of the contract. This Bollard Pull will have to be maintained during the currency of the contract.</p> <p>(b) Port reserves the right to carry out Bollard Pull Test of the Tug/s at its discretion at any time during the currency of contract at the HDC, KoPT cost. In case Bollard Pull falls below 30 Tons, Port reserves the right to impose the penalty, per day or part thereof on pro rata basis, equivalent to 4% of the per day hire rate for each ton or part ton loss of Bollard Pull. However, if Bollard Pull falls below 25-ton Port reserves the absolute right to terminate the contract forthwith.</p> <p>(c) 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</p>	<p>shall provide Bollard Pull test certificate, issued by any Classification Society recognized by DG Shipping every year thereafter, at his cost. A 12 hours' period will be granted for the tests for the Bollard Pull Test every year, in case there is no operational exigencies. All such tests shall be carried out at tenderer's cost and witnessed by HDC, KoPT officials along with DG Shipping approved Classification Society Surveyors.</p> <p>A. Bollard Pull as declared by the Contractor will be the Bollard Pull of the Tug/s being offered to the Port for the entire period of the contract. This Bollard Pull will have to be maintained during the currency of the contract.</p> <p>b. Port reserves the right to carry out Bollard Pull Test of the Tug/s at its discretion at any time during the currency of contract at the HDC, KoPT cost. In case Bollard Pull falls below 30 Tons, Port reserves the right to impose the penalty, per day or part thereof on pro rata basis, equivalent to 4% of the per day hire rate for each ton or part ton loss of Bollard Pull. However, if Bollard Pull falls below 25-ton Port reserves the absolute right to terminate the contract forthwith.</p> <p>c. In addition to the Bollard Pull test every year, the</p>
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		work is attended to Main Engines, Gear Box, Propellers i.e. any major machinery, which may have effect on BP capacity of the tugs. Then, in such an event GM(M) may ask the contractor to carry out BP test in order to ensure the operational efficiency of the tugs. The BP test shall be witnessed by the HDC, KoPT officials of Marine Department along with DG Shipping approved Classification Society. The cost of such test shall be borne by the contractor.	contractor is bound to carry out 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 tugs. Then, in such an event GM(M) may ask the contractor to carry out BP test in order to ensure the operational efficiency of the tugs. The BP test shall be witnessed by the HDC, KoPT officials of Marine Department along with DG Shipping approved Classification Society. The cost of such test shall be borne by the contractor.
3.	Page No 29, Clause 22.0 of the tender	<p>Duration of the contract.</p> <p>This contract is valid till 15.06.2022 and will come into force from the date of signing the Agreement.</p>	<p><b><u>Duration of the contract.</u></b></p> <p><b>This contract is for five years and will come into force from the date and time of commencement of operations.</b></p>
4.	Page 18, SI No 29, Corrigendum dated 31.05.2018 & Page 30, Clause 26.0 of the tender	<p><b>26.0 Insurance:</b> The vessel must have comprehensive insurance with a reputed P&amp;I club having the following coverage:</p> <ul style="list-style-type: none"> <li>i) The hull, machinery and 3<sup>rd</sup> party liability.</li> <li>ii) Total loss of the vessel.</li> <li>iii) Coverage for wreck removal in case the vessel is wrecked.</li> </ul> <p>The tug, its hull, machinery and appurtenances including persons deployed on</p>	<p>Insurance: The vessel must have comprehensive insurance with a reputed P&amp;I club having the following coverage:</p> <ul style="list-style-type: none"> <li>i) The hull, machinery and 3<sup>rd</sup> party liability.</li> <li>ii) Total loss of the vessel.</li> <li>iii) Coverage for wreck removal in case the vessel is wrecked.</li> </ul> <p>The tug, its hull, machinery and appurtenances including persons deployed on board the vessel shall be insured by</p>

		<p>board the vessel shall be insured by the contractor at his own cost during the entire contract period. Documentary evidence should be provided before commencement of work.</p> <p>KoPT, under no circumstances, shall be responsible for any damage to the Tug or for any accident to the personnel engaged by the Contractor during the operation of the tug or otherwise.</p> <p>During the hire period the tug/s shall be kept insured by Contractors at their expenses for insurance on Hull &amp; Machinery as per Institute Time Clause-Hull dated 01.10.1983 with 3/4<sup>th</sup> Collision Liability amended to 4/4<sup>th</sup> 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 tug/s or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of tug/s or Charterers covered by such insurance.</p>	<p>the contractor at his own cost during the entire contract period. Documentary evidence should be provided before commencement of work.</p> <p>KoPT, under no circumstances, shall be responsible for any damage to the Tug or for any accident to the personnel engaged by the Contractor during the operation of the tug or otherwise.</p> <p>During the hire period the tug/s shall be kept insured by Contractors at their expenses for insurance on Hull &amp; Machinery as per Institute Time Clause- Hull dated 01.10.1983 with 3/4<sup>th</sup> Collision Liability amended to 4/4<sup>th</sup> 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 tug/s or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of tug/s or Charterers covered by such insurance.</p> <p>(b) During the hire period the tug/s shall be</p>
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6.	Page 12, SI No 18 of Corrigendum dated 31.05.2018, Page 26 Clause 14.12 of the tender.	<i>Responsibility of operating the tug including manning, supply of fuel, lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken in to</i>	<b><i>14.12 Responsibility of operating the tug including manning, supply of fuel, lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be</i></b>

		<p><i>account while quoting the rates.</i></p> <p>In the event of higher consumption than the declared consumption or the pattern ascertained during joint trials, the cost of excess consumption will be deducted from the monthly bill of the contractor at the prevalent market rate.</p> <p>For ascertaining consumption rate a joint trial will be carried out by a team comprising of representative of the Engineer of the Contract and the contractor. Such trials will be repeated in every six months or earlier to ascertain consumption rate.</p>	<p><b><i>taken in to account while quoting the rates. The consumption as declared by the bidder in SI no. II of the Price Bid (Cost of fuel) will be considered as DECLARED CONSUMPTION. In the event of higher consumption than the declared consumption the cost of excess consumption will be deducted from the monthly bill of the contractor at the prevalent market rate.</i></b></p>
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