

Clarifications vide Tender No E-Tender No. :- KoPT/Haldia Dock Complex/MO Div/1/18-19/ET/4 regarding HIRING OF ONE TUG OF 40 TON BOLLARD PULL OR MORE OF RSV TYPE-IV OR HIGHER SPECIFICATION FOR A PERIOD OF FIVE YEARS FOR HALDIA DOCK COMPLEX, KOLKATA PORT TRUST. The same is to be signed and submitted along with the tender.

SL No	Clause Location	Clause in the tender	To be modified/incorporated as
1.	Page 8, SI No 20 of Corrigendum dated 31.05.2018 and Page 30, Clause 15 of the tender	The designed static Bollard Pull of the offers tugs should not be less than 40 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 40 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 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	The designed static Bollard Pull of the offers tugs should not be less than 40 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 40 Tones(min) at the time of deployment. 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. 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 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. (d) 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. (e) 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

		<p>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 40 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 35-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 work is attended to Main Engines, Gear Box,</p>	<p>below 40 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 35-ton Port reserves the absolute right to terminate the contract forthwith.</p> <p>(f) 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 tugs. Then, in such an event GM(Marine) may ask the contractor to carry out BP test in order to ensure the operational efficiency of the tugs. The BP test shall be witnesses 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.</p>
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		Propellers i.e. any major machinery, which may have effect on BP capacity of the tugs. Then, in such an event GM(Marine) 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.	
2.	Page 4, SI No 11 of Corrigendum dated 31.05.2018	Average annual turnover of the tenderer for the last three years expiring on 31.03.2017 should not be less than Rs.10,36,600 (Ten lakhs Thirty-Six thousand and six hundred) 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.	Average annual turnover of the tenderer for the last three years expiring on 31.03.2017 should not be less than Rs.1,55,49,000 (One crore, fifty-five lakhs and forty-nine thousand) 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.
3.	Page 9, SI No 21 of Corrigendum dated 31.05.2018,	Insurance: The vessel must have comprehensive insurance with a reputed P&I club having the following	Insurance: The vessel must have comprehensive insurance with a reputed P&I club having the following coverage: iv) The hull, machinery and 3 rd party liability.

	<p>Page 34, Clause 24.0 of the tender</p>	<p>coverage:</p> <ul style="list-style-type: none"> i) The hull, machinery and 3rd party liability. ii) Total loss of the vessel. iii) Coverage for wreck removal in case the vessel is wrecked. <p>The tug, its hull, machinery and appurtenances including persons deployed on 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 & Machinery as per Institute Time Clause- Hull dated 01.10.1983 with 3/4th Collision Liability</p>	<ul style="list-style-type: none"> v) Total loss of the vessel. vi) Coverage for wreck removal in case the vessel is wrecked. <p>The tug, its hull, machinery and appurtenances including persons deployed on 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 & 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 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 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.</p> <p>(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</p>
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		<p>compensation to the contractor.</p> <p>Any damage caused to HDC, KoPT property by the tugs is to be repaired immediately. It may be repaired by the tug company to the satisfaction of the engineer, otherwise the charges will be deducted from the hire charges if HDC, KoPT carries out the repairs</p>	
4.	Page 35, Clause 28 of the tender	<p>Interpretation of Contract, Document, Disputes therein and Arbitration (This supersedes G.C.C. Clause no. 4.1 item 7 and G.C.C Clause no. 10.0)</p> <p>This contract will be governed by Indian Law. In case of any dispute or differences arises in relation to the contract (before, during or after completion or abandonment of work or during the extended period thereafter) the same may be referred to the Arbitration as per provisions of Arbitration Conciliation Act, 2015.</p>	<p>Interpretation of Contract, Document, Disputes therein and Arbitration (This supersedes G.C.C. Clause no. 4.1 item 7 and G.C.C Clause no. 10.0)</p> <p>This contract will be governed by Indian Law. In case of any dispute or differences arises in relation to the contract (before, during or after completion or abandonment of work or during the extended period thereafter) the same may be referred to the Arbitration as per provisions of Arbitration Conciliation Act, 1996.</p> <p>a. "In the event of any dispute or difference arising directly or indirectly between the parties hereto in connection with this Tender or the interpretation thereof or anything done or omitted to be done pursuant hereto or the performance or non-performance of this Tender shall be referred to arbitration of a single arbitrator to be appointed by the Kolkata Port Trust. The arbitrator's award shall be a reasoned award and which shall be final and binding on both the parties hereto. The arbitration shall be held in Kolkata and the expenses of arbitration shall</p>

			<p>be born in such manner as the arbitrator may determine. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or such other law relating to arbitration as may be in force in India at the relevant time.</p> <p>b. The work under the contract shall, however, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.</p> <p>The arbitrators shall be deemed to have entered on the reference on the date when either one of the party invokes arbitration by issuing notice to the other for appointment of an arbitrator. The venue of arbitration shall be Kolkata, India. The fees, if any, of the Arbitrators /Umpire, if required to be paid before the award in respect of disputes is made and published, shall be paid half by each of the parties. Employer shall pay his portion of the fees in Indian Rupees only.</p>
5.	Page 34, Clause 27.0	<p>FORCE MAJEURE</p> <p>In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The</p>	<p>FORCE MAJEURE</p> <p>Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events 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 charter party, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events or stroke or conditions:</p> <p>(a) Acts of God.</p> <p>(b) Any Government requisition, control, intervention, requirement or interference.</p>

		<p>cost and loss sustained by either party shall be borne by respective parties. The term force majeure</p>	<p>(c) Any circumstances arising out of war threatened act of war or war like operation, act of terrorism, sabotage or piracy or consequences thereof.</p> <p>(d) Riots, civil commotion, blockaded or embargoes.</p> <p>(e) Epidemics.</p> <p>(f) Earthquakes, landslides, flood or other extra ordinary weather condition.</p> <p>(g) Strikes, lockouts or other industrial action, unless limited to the employee of the party seeking to invoke force majeure.</p> <p>(h) Fire, accident, explosion except where caused negligence of the party seeking to invoke force majeure.</p> <p>(i) Any other similar cause beyond reasonable control of either party. or any happening affecting the performance by either party its obligations under this charter which the party cannot reasonably prevent or control against.</p> <p>The party seeking to invoke force majeure shall notify the other party in writing within two working days of the occurrence of any such event/condition.</p> <p>In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties.</p>
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