

Clarifications to corrigendum-VI regarding tender No. GMM/436/HIRE/TUG/712 dated 25.07.2019

Sl. No.	Page No.	Clause No.	Clause extant in the tender	To be read as / clarifications
01.	33	26.0	<p>FORCE MAJEURE</p> <p>In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.</p> <p>The term “Force Majeure” as employed shall mean the events as below:</p> <p>i) Riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable.</p> <p>ii) War, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India.</p> <p>iii) Rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;</p> <p>iv) Fire, flood, cyclone, hurricane and acts of God.</p> <p>Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim. Time of performance of the relative obligation</p>	<p>FORCE MAJEURE</p> <p>In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.</p> <p>The term “Force Majeure” as employed shall mean the events as below:</p> <p>i) Riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable.</p> <p>ii) War, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India.</p> <p>iii) Rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;</p> <p>iv) Fire, flood, cyclone, hurricane and acts of God.</p> <p>Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof,</p>

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			<p>suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provide elsewhere in the Contract.</p> <p>If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually</p>	<p>giving full particulars and satisfactory evidence in support of his claim. Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provide elsewhere in the Contract.</p> <p>If the work is affected by Force Majeure lasting for more than 06 weeks, KoPT as well as the contractor has the right to terminate the contract by giving a notice of 06 weeks further to the above or shall settle the issue mutually.</p>
02.	25	12.0	<p>SCOPE OF WORK General: The Tug shall primarily be used for assisting vessels inside Haldia Dock Complex and in the river for berthing/unberthing/ double banking etc. at different berths and at oil jetties by towing, checking & pushing. Quick release tow hook and /or towing winch with adequate strength. ..</p>	<p>This is to be read in conjunction with SI No 22 of pre-bid queries vide meeting dated 01.08.2019.</p> <p>It is being further clarified that the operations of the Tug during contract tenure will be restricted within Port limit.</p> <p>In case it is deployed beyond port limits, fuel cost, cost of additional insurance and manpower (if any) will be reimbursed as per actuals.</p>