

CORRIGENDUM

Reference tender no. KoPT/ Haldia Dock Complex/MO Div/19/16-17/ET/595, queries received from the prospective bidders in the pre-bid meeting held on 15.03.2017 and the corrigendum published earlier, the amended matters and clauses (according to the given page references) to be replaced as follows:-

Sl. No.	Page No.	Clause reference	To be read thus
01	2-3	SOT I. (i) Earnest Money Deposit.	<p>The bidders shall be required to deposit 0.6 % of the estimated value (Point C of SOT), i.e. Rs. 24,09,000/- (Rupees Twenty Four Lakhs and Nine Thousand only) in case of bidders who intend to bid for two tugs or Rs. 12,04,500 (Rupees Twelve Lakhs Four thousand and Five hundred only) for the bidders who intend to bid for one tug as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust, Haldia Dock Complex', an amount of INR 10.0 Lac (Rupees ten Lac) shall be paid through Axis Bank Payment Gateway and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized / scheduled bank, having branch at Kolkata/Haldia, In the event of issuing Bank Guarantee by any branch outside Kolkata/Haldia, any Kolkata/Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen EMD format is enclosed at Annexure-IX. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. The Bank Guarantee in original must physically reach the office of the Engineer of the contract before the opening of the techno commercial bid.</p> <p>The bidders are advised to deposit Earnest Money using the Axis Bank Payment Gateway only. No other method of payment of EM shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: " HDC EMD/Tender Fee Payment" . Clicking this icon will take the bidders to the Axis bank gateway.</p>

			<p>Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e-tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.</p> <p>Through Axis Bank Gateway with the tender. Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor : b) E- Tender No. : c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:</p>
2	3-4	SOT I.(ii) Bid Document fee. (Through separate transaction other than EMD Submission)..	<p>The intending bidders should submit Tender Fee of Rs. 20,000.00 (Rupees Twenty Thousand only) (non-refundable) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Earnest Money using the Axis Bank Payment Gateway only. No other method of payment of EM shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu</p>

			<p>/ Govt depts→Kolkata Port Trust) itself under the icon: “ HDC EMD/Tender Fee Payment” . Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e-tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.</p> <p>Through Axis Bank Gateway with the tender. Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor : b) E- Tender No. : c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:</p>
3	11	Tender Notice - Annual Estimate and subsequent corrigendum published earlier	ANNUAL ESTIMATED VALUE OF THE TENDER FOR ONE YEAR IS RS. 4,01,50,000/- FOR EACH TUG.
4	11	Tender Notice - Clause 2	2. A) The firm must have experience of having successfully completed similar works during the last 7 years up to March, 2016 which should be in the following manner in the

			<p>case of bidders who intend to bid for two tugs:-</p> <p>a) 3 (three) similar completed works costing not less than Rs. 3,21,20,000/- each; Or b) 2 (two) similar completed works costing not less than Rs. 4,15,00,000/- each; Or c) 1 (one) similar completed work costing not less than Rs. 6,42,40,000/-.</p> <p>B) The firm must have experience of having successfully completed similar works during the last 7 years up to March, 2016 which should be in the following manner in the case of bidders who intend to bid for one tug:-</p> <p>a) 3 (three) similar completed works costing not less than Rs. 1,66,00,000/- each; Or b) 2 (two) similar completed works costing not less than Rs. 2,00,75,000/- each; Or c) 1 (one) similar completed work costing not less than Rs. 3,21,20,000/-.</p> <p>Similar works means providing IV/ MS class tugs / launches / dredgers / any other vessels with manpower. Copies of work orders/ agreements along with completion/ performance certificates are to be submitted duly notarizing all the documents towards proof along with duly filled Annexure – VIII.</p> <p style="text-align: center;">OR</p> <p>Having experience of manning, maintenance & operation of tugs / launches / dredgers / any other vessels. Copies of work orders/ agreements along with completion/ performance certificates are to be submitted duly notarizing all the documents towards proof along with duly filled Annexure – VIII.</p>
5	13-14	Instructions to the bidders – Clause 1.1.1	<p>Part-I (Techno- Commercial) will contain the following documents:-</p> <p>a) Brief particulars of the firm.</p> <p>b) Current Trade License, Sales Tax / Vat Clearance Certificate, if applicable and</p>

			<p>Audited Balance Sheet and Profit & Loss A/c. for last 3(three) years (i.e. 2013-14, 2014-15 and 2015-16).</p> <p>c) Details of Similar Works previously carried out by the firm with value of the work as per Annexure - VIII.</p> <p>d) Authentic performance Certificate of similar completed works carried out mentioning total value of work and period of completed works.</p> <p>e) One Bid document duly signed and stamped on each page.</p> <p>f) A detailed deployment planning for the Tendered Work including repair work, maintenance and docking of the vessels.</p> <p>g) Signed blank copy of Price format.</p> <p>h) Letter of authority if any.</p> <p>i) Filled up "Form of Tender" as per enclosed proforma.</p> <p>j) Additional information, if any, furnished by the Bidder.</p> <p>k) General Conditions of Contract duly signed and stamped on each page.</p> <p>l) Managerial & Supervising set up which will be used for carrying out the scheduled works and acting liaison with HDC, KoPT representatives.</p> <p>m) Total No. of officers & staff (with certification/qualification) to be deployed for carrying out the smooth operation.</p> <p>n) How supply logistics will be carried out.</p> <p>o) Certificate / declaration of compliance of Contract Labour Regulation Abolition Act (1970)</p> <p>p) Certificate / declaration of complying with the Workmen Compensation Act.</p> <p>q) Copy of ESI Registration Certificate. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an Affidavit in original affirmed before a 1st Class Judicial Magistrate in a Non-Judicial Stamp Paper worth Rs.10/- to that effect as per enclosed KoPT approved format. In addition to that the Tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a Non-Judicial Stamp Paper worth Rs.50/- as per enclosed format.</p> <p>r) Certificate/declaration of compliance with Minimum Wages Act.</p> <p>s) Copy of Provident Fund Registration Certificate and up-to-date payment challan.</p> <p>t) Authentic document related to registration under Service Tax Authority.</p> <p>u) A separate letter addressing to General Manager, Marine confirming that the tenderer has accepted all terms and conditions laid down in the bid document.</p>
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6	16-17	Clause 3.9	<p>Earnest money and Tender Fee are to be deposited by vendors/contractors through Axis Bank Payment Gateway through separate transactions:</p> <p>The intending bidders should submit Earnest Money of 0.6 % of the estimated value (Point C of SOT), i.e. Rs. 24,09,000/- (Rupees Twenty Four Lakhs and Nine Thousand only) in case of bidders who intend to bid for two tugs or Rs. 12,04,500 (Rupees Twelve Lakhs Four thousand and Five hundred only) for the bidders who intend to bid for one tug as 'Earnest Money Deposit' (EMD) to Haldia Dock Complex through Axis Bank Payment Gateway along with their offer.</p> <p>Alternatively, an amount of INR 10.0 Lakh (Rupees ten lakh) shall be paid through Axis Bank Payment Gateway and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized / scheduled bank, having branch at Kolkata/Haldia, In the event of issuing Bank Guarantee by any branch outside Kolkata/Haldia, any Kolkata /Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen EMD format is enclosed at Annexure-IX. The Bank Guarantee shall remain valid for a period of 180 days from the scheduled date of opening of Part-I of the bid with a further claim period of one month otherwise their offer will be summarily rejected. For the issuance of EM BG, the following Bank A/C may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank.</p> <p>A detail of the bank account is appended hereunder.</p>

			<p>a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch. b) Account No.: 1604050000310 c) IFS Code: UTBI0HDCF75.</p> <p>In such case, the ORIGINAL bank Guarantee shall have to be deposited under acknowledgement or sent by post/courier to the office of General Manager (Marine) at Marine House, Haldia-721 604. Unless the ORIGINAL Bank Guarantee, complete in all respect as per the tender condition is received within the scheduled date and time (Last Date and time of submission of Tender), the bid may be treated as non-responsive. The Tender Inviting Authority will not be responsible for postal delay. A scanned copy of the bank Guarantee shall also be uploaded with the tender.</p> <p>The bidders are advised to deposit Earnest Money and Tender Fee using the Axis Bank Payment Gateway only. No other method of payment of EM shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: “ HDC EMD/Tender Fee Payment” . Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e-tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.</p> <p>Through Axis Bank Gateway with the tender. Tenderers should deposit Earnest Money before filling and submission of bids.</p>
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7	19	Clause 5.1 Security Deposit	<p>Performance Security shall be 10% of the Annual Contract Price, of which 5% contract price should be submitted as Performance Guarantee in the form of Bank Guarantee, or Demand Draft, within 20 days in case of Domestic bids and within 28 days in case of Global bids, on receipt of Letter of Acceptance, and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from first bill onwards @ 5% of the bill value from each bill. Retention Money will be refunded within 14 days from the date of completion and passing of Final Bill of 1st Year and henceforth during the currency of the tender. Balance SD will be refunded</p>

			<p>immediately, not later than 14 days from completion of Annual Contract Value.</p> <p>BG may be submitted as per provision above or full value of 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 three months from the date of completion of contract.</p>
8	19	Clause 5.2 Security Deposit	The Earnest Money deposited by the successful tenderer through BG will be returned after submission of SD within a month from the date of commencement of the contract. The BG must be issued by any Indian Nationalized / Scheduled bank, having branch at Kolkata/Haldia. However, the EMD shall be returned only after validation of Bank Guarantee submitted as Security Deposit.
9	20	Clause 5.4 Security Deposit	<p>The Security Deposit shall remain valid for 3 (Three) months from the date of expiry of contract. The Security Deposit will be released within 3 (Three) months after successful completion of the contract. KoPT shall encash the Security Deposit in the event the contractor has defaulted by more than 60 days on expiry of the mobilisation period to commence operation at the order of authorised officer after handing over the vessel to him or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.</p> <p>The General Manager, Marine shall have the right to ask for the extension of the above Demand Draft/Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by General Manager, Marine.</p>
10		Clause 5.5 Corrigendum/ addendum issued 02.03.2017 (Page 17) on	Bank Guarantee shall be issued by any Indian nationalized / scheduled bank, having branch at Kolkata/ Haldia, In the event of issuing Bank Guarantee by any branch outside Kolkata/ Haldia, any Kolkata/Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen Bank Guarantee format is enclosed at Annexure-I . For the issuance of Security Deposit BG, the under mentioned Bank A/C of HDC/KoPT, may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank.

			<p>A detail of the bank account is appended hereunder.</p> <p>a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch.</p> <p>b) Account No.: 1604050000310</p> <p>c) IFS Code: UTBI0HDCF75.</p>
11	20-21	Clause 6.4 and subsequent corrigendum issued on 02.03.2017 (Page 4)	<p>Duties and Taxes</p> <p>Duties and Taxes, on the day of submission of bid whether Indian or Foreign, if any, levied upon the Tug, equipment etc. or on the works, are to be borne by the contractor and accordingly the same should be incorporated in the item rates. The contractor shall bear all taxes and duties both direct and indirect except Service Tax & applicable cesses or GST as applicable thereon for the works done under the contract.</p> <p>Service Tax inclusive of applicable cess thereon or GST when implemented shall be paid at actual by HDC, KoPT and the contractor has to comply with all statutory requirements.</p>
12	21	Clause 8.0 Signing of the contract	<p>After the issuance of Letter of Intent, Security Deposit will have to be submitted within 20(twenty) working days failing which the EMD will be forfeited. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work thereafter immediately as per the work order.</p> <p>On placement of work order, the successful bidder will have to make an arrangement for signing a formal agreement with Haldia Dock Complex, Kolkata Port Trust on a non-judicial stamp paper of Rs. 50/- as per enclosed proforma at the earliest.</p> <p>Separate agreement is required for individual tug in case single contractor is awarded supply of two tugs.</p>
13	22	Clause 10.0 INFORMATION REQUIRED:	<p>A Technical description of the Tug to be submitted in the format given in Annexure VII and the same to be enclosed in Part-I (Technical and Commercial aspects) of the offer. The contractor will have to submit copies of all statutory certificates including certificate from the appropriate statutory authority certifying the Bollard Pull test carried out not earlier than 5 years from the date of submission of bid.</p>
14	22	Clause 11.0	<p>Manning of the tug has to be provided as per M.S./RS/I.V. Act as applicable. The</p>

		MANNING	<p>contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated.</p> <p>MS Act Vessels may comply with minimum safe manning for harbour operations. They may obtain an appropriate document in this regard. In case of IV registered Vessels, additional permission for movement up to sand heads will be needed to be obtained by the Contractor.</p>
15	23	Clause 12.1 Scope of Work	<p>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. The tug is required to be suitably fendered so as to enable the tug to push/pull as required. Towing arrangement would mean a towing hook or towing winch with suitable quick release mechanism and mooring lines of sufficient strength for mooring of the tug. It should also be fitted with proper bow, stern and side fenders. The Tug may also be used for assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels, assistance in lighterage operations at Sagar/Sandheads and for any other work that the vessel is capable of and as assigned by the port anywhere, anytime, within the jurisdiction of the port as per requirement including.</p>
16	23	12.3	Age of Tug/Tugs no more than 15 years on the date of delivery of the tug or on 01.08.17 whichever is earlier.
17	24	12.13	<p>The Contractor shall undertake strict measures for 'Energy Conservancy' at all times. <u>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.</u></p> <p><u>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 every six months or earlier to ascertain consumption rate.</u></p> <p>Note: Joint trial will be carried out at the times of various type of actual operations (Towing, Pushing, Checking in impounded dock as well as in river) are carried out.</p>

			Joint trial will not be conducted separately. No separate cost and time is required.
18	25	Clause after 12.14 12.15 Clause	<p>The following clause may please be treated as deleted.</p> <p>“The tugs shall be provided with calibrated flow meters in the fuel lines to diesel engines, including DG set/s, to monitor the fuel consumption. Calibration of the meter regularly may have to be ensured.”</p>
19	25	Clause 12.15	<p>For external fire fighting the tugs to be fitted with either fire pump or GS pump or engine coupled fire pump with one/two foam/ water monitors on monkey island in fully operational condition. Cubic capacity for external fire fighting to be commensurate with requirement of one/two foam/water monitors installed at Monkey Island. Fire Monitors may be fitted on bridge or under bridge deck in fully operational condition. Tugs should be of FiFi class fire fighting capability with the exception of that of SBMs is 500 M³/hr. If FiFi class (with exemption) is not working, 3% of daily hire charges shall be recovered as penalty.</p>
20	25	Clause 13.1	<p>Fuel:</p> <p>(a) Fuel for running of Tugs will be supplied by Port Trust on Port account. Such supply will be made periodically as per the requisition of the Contractor. At least 7 days notice for supply of HF HSD to be given. The Tugs will be directed to receive the same at the berths designated by the Engineer of the contract or his representative at the time of supply.</p> <p>(b) In the event of any difficulty faced by K.o.P.T. for supply of fuel the Contractor will be requested to supply the fuel to the Tugs with 7 days prior notice and the cost will be reimbursed at actual cost including transport charges on production of supporting documents. After 7 days contractor will be held liable for laid up due to shortage of fuel and daily hire charges shall not be paid in case tug does not operate due to non-supply of fuel by the contractor. However, no penalty will be levied.</p> <p>(c) A Log Book will have to be maintained by the Master or Chief Engineer of the Tugs’ day to day consumption, R.O.B., soundings of tanks etc. which has to be produced to the General Manager, Marine or his representative for verification periodically and a daily report to be submitted on the same.</p>

21	26	Clause 13.7	<p>Land for Contractor's Field office, Godown & Workshop:</p> <p>Unfurnished accommodation at Chiranjeevpur will be allotted to the contractor for office set up. Rent will be charged as per SoR of Kolkata Port Trust. At the present, the rates are as follows:</p> <p>Modified 'A' type 45.54 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 4022/- per month.</p> <p>Modified 'B' type 65 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 5741/- per month.</p> <p>Cost of power and water will be as per actuals.</p>
22	27	Clause 14.0	<p>Mobilization Period</p> <p>On placement of Letter of Intent, the Tug is to be made available at Haldia and commence operation within 90 days.</p>
23	27	Clause 15.0	<p>BOLLARD PULL</p> <p>The steady and sustained Bollard Pull of the Tug should be 45 Tonnes at 90% MCR at the time of delivery and during the course of the contract. This Bollard pull will have to be maintained during the currency of the contract. A bollard pull test including assessment of the condition, capability and performance of the tug will have to be carried out, before putting the Tug on hire. However, in case if a Bollard Pull Test has been carried out within six months prior to commencement of contract, no further bollard pull test will be required before putting the tug on hire. However, The ENGINEER of the contract may, at his sole discretion, conduct Bollard Pull Test of the tug anytime(s) during the contractual period which shall be arranged by the Contractor at his own cost and risk. During such bollard pull tests, if the bollard pull falls below the required Bollard Pull of 45T @ 90% MCR, KoPT reserves the right to impose a penalty per day equivalent to 20% of the daily hire rate. However, if the Bollard Pull at 90% MCR is found to be below 10% of the 45 T, KoPT reserves the absolute right to terminate the contract forthwith.</p> <p>Arrangement of bollard pull test if required (if a Bollard Pull Test has not been carried</p>

			out within six months prior to commencement of contract) at the time of on hire shall be made by the contractor at his cost and time. Expenditure towards conducting the Bollard Pull test in between the contract will be borne by HDC, KoPT However, if the tug fails to deliver the required bollard pull, the cost of such test shall be borne by the Contractor. Expenditure towards Bollard Pull test after Dry Dock repair shall be borne by the Contractor.
24	27	Clause 16.1 GUARANTEED AVAILABILITY:	<p>The Contractor will have to stand guarantee for the vessel's availability for at least 350 days in a year, in fully operational condition. In case the availability of the vessel falls below the said minimum guaranteed level, no daily hire charge shall be paid for the 'DEFICIT PERIOD' and in addition to the same, penalty as per clause 20.1 will be applicable. Further, lay off period of maximum 15 days (16 days in a leap year) will be allowed in a year subject to obtaining prior approval from the Engineer of the contract.</p> <p>However, a further layup period of another 30 days will be allowed in 3 instalments during the entire tenure of the five years period of the contract for dry docking and survey repair of the Tug for maintaining its Certificate and carrying out smooth operations. Further, contractors should be able to club the unused lay up period out of the 15 days available in a year along with full or part layup period of 30 days for the purpose of dry docking / surveys or other emergent repairs during the tenure of contract. Subject to prior permission of the General Manager , HDC. If due to such layup, the availability falls below 350 days but, not more than the balance of 30 days period along with the accumulated downtime, no penalty shall be levied. In case, the availability falls further, penalty will be levied as per Clause 20.1.</p> <p>Lay off due to fouling of propeller is not to be considered under permitted downtime. Port Diver will be arranged for clearing the propeller free of cost but period of lay off time will not be payable. No penalty will be levied for the period of non-availability due to fouling of propeller.</p>
25	28	Clause 20.1	KoPT will not pay any of the scheduled rates for the days the operation of the vessel is suspended for the reasons attributable to the contractor. Further a sum equivalent to 50% of the 'Daily Hire Charge' under Bill of Quantities will be imposed as penalty for each day or part thereof during the 'DEFICIT PERIOD'. However, Engineer of the

			contract may waive of the penalty if he is satisfied that the reasons of the default were beyond the control of the Contractor. Non payment of daily hire rates and levy of penalty shall be calculated on pro-rata basis.
26	28	Clause 20.3	If the Contractor fails to deliver the offered/ substituted tug (s) as per specification given in the tender within 90 days from the date of the issuance of Letter of Intent, liquidated damages at the rate of Rs.40, 000/- per day will be levied on the Contractor from the 91 st day onward, and if the tug is not delivered for operation within 120 days from the date of issuance of Letter of Intent, the Contract shall be liable to be terminated and Security Deposit forfeited.
27	28	Clause 21.0	<u>Duration of the contract.</u> This contract is for five years and will come into force from the date and time of commencement of operations till 5 years or 20 years of age of the Tug whichever is earlier.
28	29	Clause 22.5	Price Bid evaluation criteria and formula for evaluation: Formula for evaluation of price bid will be as follows:- Total Price = 365*A + 365*B*10* Rate of HF HSD will be one day before tender going live, presently expected on 22/03/2017. *A = Daily Hire Charges for the Tug. *B = Average fuel consumption per hour per tug (Both main engines and auxiliary engines as required) during normal ship operations (considering various port operations indicated in the Scope of Work) including providing 45 tonnes bollard pull when needed.:.....ltrs. Note.: Price bid will be evaluated for each tug separately. The Tenderer may quote either for one Tug or for both the Tugs as he desires. HDC, KoPT reserve the right to place order on one firm or two firms. The decision of HDC, KoPT shall be final and not challengeable.
29	29	Clause 22.6	Price Bid will be evaluated online based on bid submitted online by the bidders.
30	29-30	Clause 24.0	Insurance: The vessel must have comprehensive insurance with a reputed P&I club

			<p>having the following coverage:</p> <ul style="list-style-type: none"> i) The hull, machinery and 3rd party liability. ii) Total and constructive loss of the vessel. iii) Coverage for wreck removal in case the vessel is wrecked. iv) Pollution liabilities. <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>However, the protections available to ports own tugs under Major Port Trust Act shall be also available to the tugs as hired, wherever a third party is involved.</p>
31	30	Clause 25.2	<p>Payment shall be made to the contractor within 30 days of submission of relevant clear bills accompanied by vessels log abstract duly certified by KoPT representative. Payment will be made only through ECS for which the Contractor must furnish the relevant bank details immediately after signing the contract.</p>
32	30	Clause 27.0 FORCE MAJEURE	<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> <ul style="list-style-type: none"> (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. (ii) War, hostilities (whether war be declared or not), invasion, directed to or by India

			<p>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.</p> <p>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 provided 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>
33	30	Clause 28.0 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)	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.
34	32-33 in the	Clause 33.0	<u>FORMAT OF PRICE BID</u>

	<p>tender document and at Page 6-7 in the corrigendum published on 02.03.2017.</p>		<p style="text-align: center;"><u>(To be bid online for each tug separately)</u></p> <p style="text-align: center;">PRICE BID – TUG I</p> <p>I. DAILY HIRE CHARGE FOR THE TUG =RS..... {A}</p> <p>TOTAL HIRE CHARGE FOR 365 DAYS = {A} X 365 = Rs..... {X}</p> <p>II: COST OF FUEL {Y}</p> <p>(a) AVERAGE FUEL CONSUMPTION PER TUG PER HOUR(BOTH MAIN ENGINES AND AUXILIARY ENGINES AS REQUIRED) DURING NORMAL SHIP OPERATIONS(CONSIDERING VARIOUS PORT OPERATIONS INDICATED IN THE SCOPE OF WORK) INCLUDING PROVIDING 45 TONNES BOLLARD PULL WHEN NEEDED.....Ltrs. {B}</p> <p>NOTE: SUPPLY OF FUEL WILL BE DONE BY HDC/KoPT WHEREAS QUOTING OF FUEL CONSUMPTION PER HOUR IS INVITED FOR THE PURPOSE OF EVALUATION ONLY. (REFER CLAUSES 12.12, 13.1, 22.5 AND 22.6).</p> <p>(i) MAIN AND AUXILARY ENGINE RUNNING AT 10 HOURS PER DAY.</p> <p>(ii) COST OF HSD AT IOCL OUTLETS AT HALDIA ONE DAY BEFORE TENDER GOING LIVE, PRESENTLY EXPECTED ON 22/03/2017.</p> <p>YEARLY COST OF FUEL= [365*B*10]* Rate of HF HSD will be one day before tender going live, presently expected on 22/03/2017= Rs..... {Y}</p> <p>TOTAL PRICE = Rs. [{X} + {Y}] =</p>
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			<p style="text-align: center;">PRICE BID - TUG II</p> <p>I. DAILY HIRE CHARGE FOR THE TUG =RS..... {A}</p> <p>TOTAL HIRE CHARGE FOR 365 DAYS = {A} X 365 = Rs..... {X}</p> <p>II: COST OF FUEL {Y}</p> <p>(a) AVERAGE FUEL CONSUMPTION PER TUG PER HOUR(BOTH MAIN ENGINES AND AUXILIARY ENGINES AS REQUIRED) DURING NORMAL SHIP OPERATIONS(CONSIDERING VARIOUS PORT OPERATIONS INDICATED IN THE SCOPE OF WORK) INCLUDING PROVIDING 45 TONNES BOLLARD PULL WHEN NEEDED.....Ltrs. {B}</p> <p>NOTE: SUPPLY OF FUEL WILL BE DONE BY HDC/KoPT WHEREAS QUOTING OF FUEL CONSUMPTION PER HOUR IS INVITED FOR THE PURPOSE OF EVALUATION ONLY. (REFER CLAUSES 12.12, 13.1, 22.5 AND 22.6).</p> <p>(i) MAIN AND AUXILARY ENGINE RUNNING AT 10 HOURS PER DAY.</p> <p>((ii) COST OF HSD AT IOCL OUTLETS AT HALDIA ONE DAY BEFORE TENDER GOING LIVE, PRESENTLY EXPECTED ON 22/03/2017.</p> <p>YEARLY COST OF FUEL= [365*B*10]* Rate of HF HSD will be one day before tender going live, presently expected on 22/03/2017= Rs..... {Y}</p> <p>TOTAL PRICE = Rs. [{X} + {Y}] =</p> <p>(NOTE- THIS IS A SAMPLE FOR QUOTING PART-II (PRICE PART) OF INSTANT TENDER. BIDDERS ARE NOT TO QUOTE HERE. THE PRICE PART TO BE QUOTED ON LINE ONLY. BIDDERS ARE REQUIRED TO QUOTE ONLY).</p>
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35	50	Annexure VII, Sl. No. 5	AGE OF THE TUG – (Age of the Tug/Tugs not more than 15 years on the date of delivery of the tug or on 01.08.17 whichever is earlier)
36	50	Annexure VII, Sl. No. 14	TOWING ARRANGEMENT (Quick release tow hook and /or towing winch with adequate strength. The tug is required to be suitably fendered so as to enable the tug to push/pull as required. Towing arrangement would mean a towing hook or towing winch with suitable quick release mechanism.)
37	50-51	Annexure VII, Sl. No. 25 in the tender document and Sl. No. 26 in the corrigendum (Page 15) published on 02.03.2017.	EXTERNAL FIRE FIGHTING CAPABILITY-[For external fire fighting either fire pump or GS pump or engine coupled fire pump with one/two foam/ water monitors on monkey island in fully operational condition. Cubic capacity for external fire fighting to be commensurate with requirement of one/two foam/water monitors installed at monkey island. Fire Monitors may be fitted on bridge or under bridge deck in fully operational condition. Tugs should be of FiFi class fire fighting capability with the exception of that of SBMs is 500 M ³ /hr. If FiFi class (with exemption) is not working, 3% of daily hire charges shall be recovered as penalty.]
38	51	Annexure VII, THE TUG MUST FULFILL THE FOLLOWING CRITERION	<p>3. Age of the Tug/Tugs not more than 15 years on the date of delivery of the tug or on 01.08.17 whichever is earlier.</p> <p>9. In addition to the statutory manning, one suitable local 1st Class Inland Master, conversant with the KoPT channel, to be provided on board at all times. No additional local 1st Class Master is required if one local 1st Class Master, conversant with the KoPT channel is already provided.</p> <p>10.1 Manning in the tug has to be provided as per M.S. /RS/ I.V. Act as applicable.</p> <p>Manning as per type requirement. MS Act Vessels may comply with minimum safe manning for harbour operations. They may obtain an appropriate document in this regard. In case of IV registered Vessels, additional permission for movement up to sand heads will be needed to be obtained by the Contractor.</p>
39	54-56	Annexure-IX	<p>BANK GUARANTEE FORMAT (Earnest Money Deposit)</p> <p>To</p>

			<p>The Board of Trustees For the Port of Kolkata.</p> <p>BANK GUARANTEE NO..... DATE..... Name of Issuing Bank..... Name of Branch..... Address.....</p> <p>In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act,1963 (Act 38 of 1963), having agreed to exempt M/s....., a Proprietary / Partnership/Limited/Registered Company, having its Registered office at(hereinafter referred to as "The Contractor") from cash payment of Earnest Money Deposit in connection with Tender No..... for..... (write the name of the work as per tender) for the due fulfilment by the contractor of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs..... (Rupees.....), we..... Bank.....Branch, Kolkata...../Haldia, do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees.....). We,..... Bank.....Branch, Kolkata...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ... Bank..... Branch, Kolkata...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn</p>
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			<p>in favour of "Kolkata Port Trust" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us.....(Name of Bank),Branch, Kolkata/Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, Kolkata/Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.</p> <p>2. We..... Bank.....Branch, Kolkata / Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank..... Branch, Kolkata / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the bidder and no protest by the bidder, made either directly or indirectly or through Court, can be valid ground for us.....Bank Branch, Kolkata / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.</p> <p>3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured /fulfilled by the bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofdays of.....20--- and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar month from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, Kolkata / Haldia, in further extending the</p>
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			<p>said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the bidder for such extension of validity of this Bank Guarantee.</p> <p>4. We.....Bank. Branch, Kolkata / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender by the bidder or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the bidder and to forebear or enforce any of terms and conditions relating to the said tender and we..... Bank.....Branch, Kolkata / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch, Kolkata / Haldia.</p> <p>5. We,..... ..Bank.Branch, Kolkata / Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.</p> <p>Notwithstanding anything contained herein:</p> <p>a) Our liability under this Bank Guarantee shall not exceed Rs._____ (Rupees_____only);</p>
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			<p>b) This Bank Guarantee shall be valid upto _____; and</p> <p>c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).</p> <p>SIGNATURE.....</p> <p>NAME.....</p> <p>DESIGNATION.....</p> <p>(Only constituted attorney for and on behalf of)</p> <p>BANK.....</p> <p>BRANCH.....Kolkata/Haldia.</p> <p>(OFFICIAL SEAL OF THE BANK)</p>
40	58-59 in the tender document and at Page 7-9 in the corrigendum published on 02.03.2017.	PRICE BID	<p style="text-align: center;">PART II</p> <p style="text-align: center;">PRICE BID – TUG I</p> <p>I. DAILY HIRE CHARGE FOR THE TUG</p> <p>=RS..... {A}</p> <p>TOTAL HIRE CHARGE FOR 365 DAYS = {A} X 365</p> <p>= Rs..... {X}</p> <p>II: COST OF FUEL {Y}</p> <p>(a) AVERAGE FUEL CONSUMPTION PER TUG PER HOUR(BOTH MAIN ENGINES AND AUXILIARY ENGINES AS REQUIRED) DURING NORMAL SHIP OPERATIONS(CONSIDERING VARIOUS PORT OPERATIONS INDICATED IN THE SCOPE OF WORK) INCLUDING PROVIDING 45 TONNES BOLLARD PULL WHEN</p>

			<p>NEEDED.....Ltrs. {B}</p> <p>NOTE: SUPPLY OF FUEL WILL BE DONE BY HDC/KoPT WHEREAS QUOTING OF FUEL CONSUMPTION PER HOUR IS INVITED FOR THE PURPOSE OF EVALUATION ONLY. (REFER CLAUSES 12.12, 13.1, 22.5 AND 22.6).</p> <p>(i) MAIN AND AUXILARY ENGINE RUNNING AT 10 HOURS PER DAY.</p> <p>(ii) COST OF HSD AT IOCL OUTLETS AT HALDIA ONE DAY BEFORE TENDER GOING LIVE, PRESENTLY EXPECTED ON 22/03/2017.</p> <p>YEARLY COST OF FUEL= [365*B*10]* Rate of HF HSD will be one day before tender going live, presently expected on 22/03/2017= Rs..... {Y}</p> <p>TOTAL PRICE = Rs. [{X} + {Y}] =</p> <p style="text-align: center;">PRICE BID - TUG II</p> <p>I. DAILY HIRE CHARGE FOR THE TUG =RS..... {A}</p> <p>TOTAL HIRE CHARGE FOR 365 DAYS = {A} X 365 = Rs..... {X}</p> <p>II: COST OF FUEL {Y}</p> <p>(a) AVERAGE FUEL CONSUMPTION PER TUG PER HOUR(BOTH MAIN ENGINES AND AUXILIARY ENGINES AS REQUIRED) DURING NORMAL SHIP OPERATIONS(CONSIDERING VARIOUS PORT OPERATIONS INDICATED IN THE SCOPE OF WORK) INCLUDING PROVIDING 45 TONNES BOLLARD PULL WHEN NEEDED.....Ltrs. {B}</p> <p>NOTE: SUPPLY OF FUEL WILL BE DONE BY HDC/KoPT WHEREAS QUOTING OF FUEL</p>
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			<p>CONSUMPTION PER HOUR IS INVITED FOR THE PURPOSE OF EVALUATION ONLY. (REFER CLAUSES 12.12, 13.1, 22.5 AND 22.6).</p> <p>(i) MAIN AND AUXILARY ENGINE RUNNING AT 10 HOURS PER DAY.</p> <p>(ii) COST OF HSD AT IOCL OUTLETS AT HALDIA ONE DAY BEFORE TENDER GOING LIVE, PRESENTLY EXPECTED ON 22/03/2017.</p> <p>YEARLY COST OF FUEL= [365*B*10]* Rate of HF HSD will be one day before tender going live, presently expected on 22/03/2017= Rs..... {Y}</p> <p>TOTAL PRICE = Rs. [{X} + {Y}] =</p> <p>(NOTE- THIS IS A SAMPLE FOR QUOTING PART-II (PRICE PART) OF INSTANT TENDER. BIDDERS ARE NOT TO QUOTE HERE. THE PRICE PART TO BE QUOTED ON LINE ONLY. BIDDERS ARE REQUIRED TO QUOTE ONLY).</p>
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Note: Tender Document Version II will be published as corrigendum shortly after incorporation of all corrections and additions made in the corrigendum.