

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Haldia Dock Complex

HIRING OF TWO TUGS (ASD/SRP/VOITH PROPULSION) OF 40 TON BOLLARD PULL EACH OR MORE OF RSV TYPE-IV / MS CLASS FOR A PERIOD OF SEVEN YEARS FOR HALDIA DOCK COMPLEX, SYAMA PRASAD MOOKERJEE PORT KOLKATA

Tender No. :- GMM/436/HIRE/TUG/339

Corrigendum – II

CORRECTIONS / ADDITIONS / DELETIONS, ETC.

1. This "Corrigendum-II" should be read in conjunction with the above said Tender Document.
2. Consequential changes, arising out of this Corrigendum-II, will be deemed to have been effected, even if the same were not incorporated specifically in the Tender Document.
3. One set of this "Corrigendum-II", shall have to be submitted along with the Offer (in with each page of it, duly signed and stamped, as token of acceptance).
4. All other terms and conditions of this office above Tender Document will remain unchanged.

Tender No.: GMM/436/HIRE/TUG/339

Sl.No.	Page	Clause as per Tender	To be read as
1.	37	<p>7.12. GUARANTEED AVAILABILITY:</p> <p>The Contractor will have to stand guarantee for the tug'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 7.17.1 will be applicable. The lay off period of maximum 15 days (16 days in a leap year) will be allowed in a year subject to obtaining approval from the Engineer of the contract. If the annual layoff period is unused for any particular year, it cannot be carried forward to the subsequent year(s).</p> <p>However, a further layup period of another 60 days will be allowed in maximum 04 installments during the entire tenure of the seven 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 will be allowed to club the unused layup period out of the 15 days available in that particular year along with full or part layup period of 60 days for the purpose of dry docking / surveys or other necessary repairs during the tenure of contract subject to prior permission of the Engineer of Contract, HDC. If due to such layup, the availability falls below 350 days no penalty shall be levied. No payment will be made for the layup period. If the contractor is able to provide a substitute tug during the period of layup of the original tug as per clause No 7.17.2, payments will be made to him as per the agreement for the services of substitute tug. The period will also not be treated as layup period.</p>	<p>7.12. GUARANTEED AVAILABILITY:</p> <p>a) The Contractor will have to stand guarantee for the tug's availability for at least 353 days in a year, in fully operational condition. The Contractor shall be allowed layup period of 12 days per year during the currency of the contract for upkeep of the Tug. The full one-year layup period will be credited in the beginning of each contractual year. The allowed layup period of 12 days will be allowed in a year subject to obtaining approval from the Engineer of the contract. During the allowed layup period, daily hire charges will be paid. No allowed layup period balance at the end of the year will be carried forward and will lapse.</p> <p>b) In case the availability of the vessel falls below the said minimum guaranteed level of 353 days, no daily hire charge shall be paid for the 'DEFICIT PERIOD' and in addition to the same, penalty as per clause 7.17.1 will be applicable.</p> <p>c) However, a further layup period of another 60 days will be allowed in maximum 04 installments during the entire tenure of the seven 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 will be allowed to club the unused layup period out of the 12 days available in that particular year along with full or part layup period of 60 days for the purpose of dry docking / surveys or other necessary repairs during the tenure of contract subject to prior permission of the</p>

Tender No.: GMM/436/HIRE/TUG/339

Sl.No.	Page	Clause as per Tender	To be read as
		<p>Period of Lay off due to fouling of propeller will not be payable and shall not be considered under permitted layup period. Port Diver may be arranged for clearing the propeller free of cost. No penalty will be levied for the period of non-availability due to fouling of propeller.</p>	<p>Engineer of Contract, HDC. No payment will be made for the layup period of 60 days as mentioned in this clause. If the contractor is able to provide a substitute tug during the period of layup of the original tug as per clause No 7.17.2, payments will be made to him as per the agreement for the services of substitute tug. The period will also not be treated as layup period.</p> <p>d) Penalty will be not levied for the period of non-availability of the tug for operations due to fouling of propeller and this period shall not be considered under permitted layup period. Daily hire charges shall be payable for the period of non-availability of the tug due to propeller fouling subject to a limit of 72 hours in a year. Port Diver, if available, may be arranged for clearing the propeller free of cost. In case of non-availability of the Port Diver, the contractor has to arrange for divers on their own.</p>
2.	38	<p>7.17. Deduction and Penalties:</p> <p>7.17.1. SMPK will not pay daily hire charge for the days the operation of the vessel is suspended for reasons attributable to the contractor. Further a sum equivalent to 50% of the 'Daily Hire as per the Agreement 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. Nonpayment of daily hire rates and levy of penalty shall be calculated on pro-rata basis. GST as applicable would also be imposed on all deductions and penalties on the contractor</p>	<p>7.17. Deduction and Penalties:</p> <p>7.17.1. SMPK will not pay daily hire charge for the days the operation of the vessel is suspended for reasons attributable to the contractor beyond allowed layup period. Further a sum equivalent to 50% of the 'Daily Hire' as per the Agreement 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. Nonpayment of daily hire rates and levy of penalty</p>

Tender No.: GMM/436/HIRE/TUG/339

Sl.No.	Page	Clause as per Tender	To be read as
			shall be calculated on pro-rata basis. GST as applicable would also be imposed on all deductions and penalties on the contractor
3.	33	7.8.3. The age of the Tug should not be more than 18 years as on 01.11.2021. The successful contractor shall replace this Tug with a another similar/better Tug 6 (six) months before it attains 20 Years of age.	7.8.3. The age of the Tug should not be more than 18 years as on 01.11.2021. The successful contractor shall replace this Tug with another similar/better Tug before it attains 20 Years of age. Further, the replacement tug should be proposed by the Contractor and approved by HDC six months in advance.
4.	35	7.9.1. Fuel: b) In the event of any difficulty faced by SMPK 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.	7.9.1. Fuel: b) In the event of any difficulty faced by SMPK 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 plus applicable taxes. However, if the party fails to arrange fuel for operation, the tug shall not be considered off-hire and daily hire charges shall be paid.

Tender No.: GMM/436/HIRE/TUG/339

Sl.No.	Page	Clause as per Tender	To be read as
5.		Inclusion of a new Clause at 7.2.4 (4)	<p>All bidders are required to submit acknowledgement of their income tax returns filed and copies of their Form 26AS for the 2 financial years immediately preceding the financial year in which tax is required to be deducted at source. In case the party fails to submit acknowledgement copies of their income tax returns filed, they are required to submit copies of their Form 26AS of the 2 previous financial years from which it can be ascertained whether TDS of these 2 years is Rs. 50,000 or less.</p> <p>In case parties have not filed their return of income in the 2 previous years and their TDS determined from Form 26AS is Rs 50,000 or more, TDS shall be deducted at the higher of the following rates:-</p> <p>(i)Twice the rate specified in the relevant provision of the Income Tax Act (ii)Twice the rate or rates in force (iii)The rate of 5%</p>