

**Corrigendum dated 31.05.2018 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**

SI No	Page No And Clause No	Clause as present in the tender	To be modified/incorporated as:
1.	Page 2 Clause C	Estimated Cost: Rs 13,28,40,000 for one tug for period ending on 15.06.2022	Estimated Cost: Rs 16,42,50,000 for one tug
2.	Page 2, Clause D	PERIOD OF CHARTER HIRE: Period ending on 15.06.2022	PERIOD OF CHARTER HIRE: 05 years
3.	Page 2 & 10.	Haldia Dock Complex, Kolkata Port Trust intends to hire one 30 Tonnes or more Bollard Pull tug (not over 15 years of age as on 01.01.2015) for Haldia Dock Complex for a period ending on 15.06.2022.	Haldia Dock Complex, Kolkata Port Trust intends to hire one 30 Tonnes or more Bollard Pull tug (not over 15 years of age as on 01.01.2015) for Haldia Dock Complex for a period of 05 years. However, during the pendency of contract, if the supplied tug attains an age of 20 years, the contractor shall provide a similar tug such that the replacement tug shall have an age of less than 20 years.
4.	Page 4, Clause I(i)	The bidders shall be required to deposit 2.0 % of the annual estimate which comes out to Rs.26,56,800 (Rupees Twenty-Six Lakhs fifty-six thousand and eight hundred only) as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust, Haldia Dock Complex', by using any of the following two options. 2. An amount of Rs.26,56,800 (Rupees Twenty six Lakhs fifty-six thousand and eight hundred only) directly shall be paid through Axis Bank Payment Gateway.	The bidders shall be required to deposit 2.0 % of the total estimate which comes out to Rs.32,85,000 (Rupees Thirty-two Lakhs eighty-five thousand only) as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust, Haldia Dock Complex', by using any of the following two options. 2. An amount of Rs.32,85,000 (Rupees Thirty-two Lakhs eighty-five thousand only) directly shall be paid through Axis Bank Payment Gateway.
5.		Not present in the tender.	To be incorporated in Clause 3.16 at page 17

			<p><i>Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:</i></p> <p><i>a) Valid NSIC registration certificate with list of stores/ items/ services/ works for which registration is issued.</i></p> <p><i>b) Certificate of DIC or Aadhar based MSME certificate where the categories of firm i.e. micro or small is mentioned.</i></p>
6.		Not present in the tender.	<p>To be added as Clause 6.0 at page 11</p> <p>(i) Tenderer shall possess at least 1 tugs of 30 tonne (min.) bollard pull by <u>absolute ownership / Despondent ownership / Charter lease / MoU.</u> The minimum parameters required of the tugs should be as per the tender as mentioned herein below. The bidder shall submit documents in support of the suitability as indicated. If the tenderer is in possession of lease or charter of hire of tugs, then irrevocable lease/charter agreement/MoU duly stamped as per Indian Stamp Act 1958, should be submitted along with the offer by tenderer. The age of tug on the last day of the previous month of the tender due date, shall not be more than 15 years as on 01.01.2015.</p> <p>(ii) Where the bidder does not possess the tug, he should have entered into an agreement / with the owner of the tug for purchasing/leasing of the tug which he intends to deploy to KoPT for the duration of the contract, and shall submit valid documents (self-attested) to prove the same. The tenderer has to submit full particulars of the tug being offered along with supporting documents/drawings, etc.</p>

			<p>Bids submitted for tug/s under construction will also be considered subject to submission of proof of having entered into legally binding agreement with the builder, mentioning delivery period of the tugs therein. Any alteration/changes in the tug/ engine specifications and the delivery schedule subsequently, shall lead to disqualification and forfeiture of EMD& PBG.'</p> <p>(iii) Experience of Holding Company can be considered for subsidiary company and vice-versa, if there is a legally binding contract between the parties for the contractual obligation of this tender. These documents must be submitted along with the bid.</p> <p>Similarly, experience of manning agency can be considered for the bidder if there is a legally binding contract between the bidder and the manning agent for the contractual obligation of this tender. These documents must be submitted along with the bid.</p>
7.		Not present in the tender	<p>To be incorporated as Clause 3.16 at Page 17.</p> <p>Average annual turnover of the tenderer for the last three years expiring on 31.03.2017 should not be less than Rs.98,55,000.00 (Rupees ninety-eight lakhs fifty-five thousand only) 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.</p>

			<p>a. Technical specifications including GA Plan of tug(s) offered for hire should be submitted alongwith the offer.</p> <p>b. <u>Tenderer should also submit :-</u></p> <p>(i) <u>Bank Solvency Certificate for Rs 1,31,40,000 (One Crore, thirty one lakh, forty thousand only) from any Nationalised Bank's / Scheduled Bank.</u></p> <p>(ii) Last year's Income Tax Returns/Clearance Certificates and PAN number.</p> <p>(iii) Details of present technical staff.</p> <p>(iv) The Agreement, Performance Bank Guarantee are to be in the approved format. The following documents (self-attested copies) to be furnished by the tenderer for status of the firm.</p> <p>(1) <u>For Proprietary firm :-</u> Shop & establishment License, Sales Tax License, Income Tax PAN No./ Copy of Returns, Identification of the Proprietor.</p> <p>(2) <u>For Partnership Firm :-</u> Partnership Deed, Income Tax PAN No./ Income Tax Returns, Partners authorisation to sign the documents (Power of Attorney).</p> <p>(3) <u>For Pvt. Ltd / Public Ltd. Co. :-</u> Article/Memorandum of Association Certification of Incorporation, PAN No., Resolution of Co. to authorize Person to enter the Agreement or Power of Attorney. Tenderer should submit the details of contracts</p>
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8.		Not Present in the tender	<p>To be incorporated in Clause 4.0 at Page 17</p> <p>i. In case of Joint Venture, the experience & the financial criteria should <u>be jointly</u> fulfilled. The joint venture should furnish MOU. <u>An irrevocable affidavit of holding company and all members to the JV to be furnished on suitable non-judicial stamp paper duly notarized, giving undertaking for jointly and severally owning responsibility towards contractual obligations throughout the contract period.</u></p> <p>ii. In case of Joint Venture / Consortium / subsidiary company / holding company they shall together satisfy the minimum qualification criteria. The members of the consortium who claim experience and financial turnover shall have at least 26 % equity in the consortium. The maximum number of members in the consortium/joint venture shall not be more than three.</p> <p>iii. All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.</p> <p>iv. If the bid is signed by Constituted Attorney a true copy of the Power of attorney should be submitted by the bidder.</p> <p>iv. The purchaser of the tender document must be <u>a member of the consortium submitting the tender.</u></p>
9.	Page No. 17 & 18	4.0 (ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.	Deleted

	Clause 4.0 (ii) & (vi)	(vi) Firms with at least 26 % equity holding each shall be allowed to jointly meet the eligibility criteria.	
10.		Not present in the tender	To be incorporated as clause 4.0-(a) Tenderers to note that the guidelines issued by the Directorate General of Shipping from time to time would be applicable. Shipping Development Circular No. 2 of 2002 dated 8th November, 2002 or any circular superseding it, is required to be complied with during the contract period.
11.	Page 19 & Clause 7.3	Validity of Price Bid The part-II (Price bid) shall be valid for acceptance for a minimum period of 180 days from the date of opening of Part-I (Techno-Commercial offer).	7.3 Validity of Price Bid (a) Bids shall remain valid for at least 180 days after the date of opening of Techno Commercial bids. (b) Notwithstanding clause No. 7.3 (c) Above, the Employer may solicit the bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in <u>e-mail / mail</u> . If the bidder agrees to the extension request, the validity of the bid security shall also be suitably extended. A bidder granting the request will not be required or permitted to modify his bid.
12.		Not present in the tender	To be incorporated as Clause 8.4 at page 20 Only those tenders as have been determined to be responsive to the requirements of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. HDC, KoPT decision on this shall be final, conclusive and binding.
13.	Page 20 & Clause 9.0	Bid Opening Bid Opening Part-I: Technical and Commercial aspects.	Bid Opening Information relating to the examination, classification, evaluation, comparison of bids shall not be discussed with any bidders officially concerned with such process. Any efforts by the

		<p>One representative of each bidder with appropriate authorization may be allowed during opening of the bid</p> <p>Part-II : Price Bid</p> <p>Price bid of only those bidders whose technical and commercial part are complete and acceptable, shall be opened on a suitable date to be intimated beforehand.</p>	<p>bidder to influence Kolkatta Port Trust may result in rejection of the bid.</p> <p>Part-I: Technical and Commercial aspects.</p> <p>One representative of each bidder with appropriate authorization may be allowed during opening of the bid</p> <p>Part-II : Price Bid</p> <p>Price bid of only those bidders whose technical and commercial part are complete and acceptable, shall be opened on a suitable date to be intimated beforehand.</p> <p>The tender shall remain valid and open for acceptance for a period of 180 days from the last date fixed for opening of techno commercial bids. HDC,KoPT reserves the right to extend the period of validity for a specific time. The request and response thereto shall be made in writing or fax. The tenderers will have an option to refuse the request without forfeiting their tender security. However, in the event of the Tenderer agreeing to the request, they will not be permitted to modify the tender.</p> <p>In the event of the tenderer withdrawing his offer before the expiry of 180 days from the date of opening of techno commercial bid, his offer shall be cancelled and the amount of EMD shall be forfeited. The decision of the HDC,KoPT shall be final in this regard. The EMD of unsuccessful tenderers will be</p>
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			<p>tender and shall be binding upon the Tenderers. The HDC,KoPT may at their discretion extend the last date for submission of tenders to enable the tenderers reasonable time to submit the tender after taking into consideration such addendum / corrigendum.</p> <p>Tender shall be signed and submitted only by that Firm /Corporation / Joint Venture / Company in whose name the tender documents are purchased. All pages of the tender shall be signed, numbered and indexed and bound properly. The tenderer shall submit complete tender and shall be without alterations, interlineations or erasures except those to accord that instruction issued by the HDC,KoPT or as may be necessary to correct errors made by tenderers. All such cancellation, alterations or amendments shall be initialed by person/s signing the tender. If any discrepancies are found in figures and words while reading, the rates quoted in words shall supersede the figures.</p> <p><u>WITHDRAWAL OF TENDER :</u></p> <p>The tenderer may modify or withdraw his tender after submission provided the notice of modification or withdrawal is received in writing by HDC,KoPT prior to the last date, or such extended time if any, for submission of tender. No tenderer will be permitted to withdraw his tender after the last date for submission of the tender or such extended time as the case may be. In the event of the tenderer modifying / withdrawing his tender after the last date of submission or such extended time as the case</p>
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			any Tenderer for the early implementation of the award of contract.
14.	Page 24 & Clause 14.1	<p>Scope of work</p> <p>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. The Tug should have towing hooks forward and aft of adequate safe working load and mooring lines of sufficient strength for this purpose and also should be fitted with proper bow and stern fenders. The Tug should also be used for assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels 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 assisting in the lighterage operation at Sagar/Sandheads.</p>	<p>Scope of work:</p> <p>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. <u>Quick release tow hook and/or towing winch with adequate strength.</u> The tug is required to have suitable arrangement so as to enable the tug to push/pull as required and also should be fitted with proper bow and stern fenders. The Tug should also be used for assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels 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 assisting in the lighterage operation at Sagar / Sandheads.</p> <p>Without prejudice to the aforesaid, the tug shall be used for various lawful services required by HDC, KoPT including, towing, docking and undocking of vessels at terminals of HDC, KoPT around the clock (24 hours a day) and throughout the contract period including but not limited to</p> <ul style="list-style-type: none"> a) Berthing and unberthing of vessels in port b) To stand by as fire float, oil spill dispersant spraying boat, etc. as may be required by HDC, KoPT for any accident / eventuality, c) To assist in double banking by way of acting as docking tug d) All other operations required in connection with docking / undocking operations of vessels at Port

			and related to Harbour conservancy and / or movement of vessels within the Port and such other operations as are conveniently performed by Port Tugs and crafts.
15.	Page 25 & Clause 14.2	The Tug should be highly manoeuvrable, capable of carrying out of the aforesaid operations in very close quarter situations and have an all round visibility from the wheel house for effective utilisation.	The Tug should be highly maneuverable, capable of carrying out of the aforesaid operations in very close quarter situations and have an almost all-round visibility from the wheel house for effective utilization. Pilotage maneuvering require both push and pull towage and ships are expected (but not restricted) to range in size from 10000 DWT tons to 75000 DWT and to be in various conditions of load. Tug will provide suitable towing line/s to be given to the vessel and affect pulling / pushing without any hindrance also tug should be able to give Bollard Pull 30 Tons with such towing line.
16.	Page 25 & Clause 14.4	The tug would also be used as a fire float as necessary and for spraying of Oil Spill Dispersants.	Deleted
17.	Page 23 & 47 Clause 14.0	TOWING ARRANGEMENT (Must have quick release towing hooks forward and aft of adequate SWL)	Towing arrangement would mean a towing hook with forward or aft, capable of push/pull or towing winch with suitable quick release mechanism
18.	Page 26 & Clause 14.12	<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 account while quoting the rates.</i>	<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 account while quoting the rates. In the event of higher</i>

		<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. 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>consumption than the <u>declared consumption</u> 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>The tug/s will comply with all lawful instructions from the GM(Marine) of the Port or any other Officer duly authorized by him</p>
19.		Not present in the tender	<p>To be incorporated as Clause 14.13 at page 26</p> <p>Contractor shall be liable for pollution damage and the cost of clean up which has occurred due to Contractor's and / or the Contractor's personnel by willful, wanton, international, acts or omission or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from tug under contract.</p>
20.	Page 27 & Clause 15.5	<p>Land for Contractor's Field office, Godown & Workshop.</p> <p>The OWNER may at his own discretion and convenience and for the duration of the contract make available, near the site, land for construction of Contractor's Field office, Godown and Workshop required for execution of the Contract. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement for the same. On completion of the works he shall remove all temporary</p>	<p>Land for Contractor's Field office, Godown & Workshop:</p> <p>The OWNER may at his own discretion and convenience and for the duration of the contract make available, near the site, land for construction of Contractor's Field office, Godown and Workshop required for execution of the Contract. The approximate area which will be provided to the contractor will be around 100 sq mts. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water</p>

		works erected by him and have the site cleaned as directed by the Engineer failing which the Engineer may at the expenses of the CONTRACTOR remove such materials and dispose of the same as he deems fit and get the site cleaned. The OWNER also reserves the right to ask the CONTRACTOR any time during the pendency of the contract to vacate the land by giving 7 days notice on security reasons or otherwise and the CONTRACTOR will have to do so. A token rent of Rs.6,000/- per annum or part thereof shall be charged for the land so allotted to the CONTRACTOR.	supply and sanitary arrangement for the same. On completion of the works he shall remove all temporary works erected by him and have the site cleaned as directed by the Engineer failing which the Engineer may at the expenses of the CONTRACTOR remove such materials and dispose of the same as he deems fit and get the site cleaned. The OWNER also reserves the right to ask the CONTRACTOR any time during the pendency of the contract to vacate the land by giving 7 days notice on security reasons or otherwise and the CONTRACTOR will have to do so. A token rent of Rs.6,000/- per annum or part thereof shall be charged for the land so allotted to the CONTRACTOR. (OR) Unfurnished accommodation at Chiranjeevpur may 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: Modified 'A' type 40.54 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 4022/- per month. Modified 'B' type 65 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 5741/- per month. Cost of power and water will be as per actuals.
21.	Page 49, Clause 11	In addition to the statutory manning, one suitable local 1 st Class Inland Master, conversant with the KoPT channel, to be provided on board at all times.	No additional local 1 st Class Master is required if one local 1 st Class Master, conversant with the KoPT channel is already provided."
22.	Page 27, Clause 15.6	Gate passes for the crew of the Tug and other authorized representatives of the contractor will be provided free of cost	Gate passes for the crew of the Tug and other authorized representatives of the contractor will be provided on payment basis.
23.	Page 18, Clause 5.1	Security Deposit The successful tenderer(s) shall have to submit Security Deposit amount computed as per the under noted	Security Deposit Performance Security shall be 10% of the Annual Contract Price. The Earnest Money deposited by the

		<p>percentage on the evaluated value of the tender as accepted by Kolkata Port Trust:-</p> <table><tr><th>Value of the work</th><th>% Security Deposit</th></tr><tr><td>More than Rs. 20,00,000/-</td><td>10% on first Rs. 10,00,000/- + 7.5 % on next Rs. 10,00,000/- + 5% on balance amount</td></tr></table>	Value of the work	% Security Deposit	More than Rs. 20,00,000/-	10% on first Rs. 10,00,000/- + 7.5 % on next Rs. 10,00,000/- + 5% on balance amount	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.
Value of the work	% Security Deposit						
More than Rs. 20,00,000/-	10% on first Rs. 10,00,000/- + 7.5 % on next Rs. 10,00,000/- + 5% on balance amount						
24	Page 27, Clause 16.0	<p>Mobilization Period</p> <p>On placement of Letter of Intent, the Tug is to be made available at Haldia and commence operation within 45 days.</p>	<p>Mobilization Period</p> <p>On placement of Letter of Intent, the Tug is to be made available at Haldia and commence operation within 60 days.</p>				
25.	Page 30, Clause 27.2	<p>Payment</p> <p>Payment shall be made to the contractor within 45 days of submission of relevant clear bills accompanied by vessels log abstract duly certified by KoPT representative.</p>	<p>Payment</p> <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.” An advance of 75% of amount certified by MO division will be released within 10 days of submission of bill by the contractor to ensure fund</p>				

			flow. The rest of the bill along with applicable GST will be released as per schedule mentioned in 27.2
26.	Page 27, Clause 17.0	<p>17.0 BOLLARD PULL</p> <p>The steady / sustained Bollard Pull of the Tug should be 30 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 has to be carried out including assessment of the condition, capability and performance of the tug before putting the Tug on hire. However, in case if such a test has been carried out and certified by a member of IACS within twelve months of 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 30T @ 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 25 Tonnes or less, KoPT will reserve the absolute right to terminate the contract forthwith.</p>	<p>Bollard Pull</p> <p>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 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</p>

			<p>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 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 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>
27.	Page 26, Clause 14.12	<p><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 taken in to account while quoting the rates.</i></p> <p><i>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. 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.</i></p>	<p><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 taken in to account while quoting the rates. The consumption as declared by the bidder in Sl 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></p>

28.	Page 29, Clause 24.0	<p>Part-I: Technical and Commercial Aspects</p> <p>One representative of each bidder may be allowed to be present during the opening of the bid provided such representative possesses a written authorization from the bidder.</p> <p>24.2 Part-II (Price part of the offer)</p> <p>Price Bid of only those Bidders, whose Technical and commercial offers are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.</p>	Delete
29.	Page 30, Clause 26.0	<p>Insurance: The vessel must have comprehensive insurance with a reputed P&I club having the following 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>26.0 Insurance: The vessel must have comprehensive insurance with a reputed P&I club having the following 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>

			<p>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 charterers against all claims and demands, which could otherwise be covered by such insurance. The contractor shall submit a copy of insurance policy and indemnity bond (on ₹ 500/- stamp paper) to HDC, KoPT.</p> <p>(c) Any damages suffered whilst assisting ship should be brought to the notice of the</p>
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			<p>GM(Marine) within 24 hours of occurrence in order to claim reimbursement for the repairs from the concerned ship. The incidence should be immediately brought to the notice of the Pilot so that he may bring it to the notice of the master. It is to be noted that any damage suffered by the hired tugs while assisting shipping operations /Berthing and Unberthing Operations, HDC, KoPT. is not liable to pay any compensation to the contractor.</p> <p>(d) 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>
30.	Page 30, Clause 29.0	<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 uspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term force majeure</p>	<p>29.0 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>(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 extraordinary 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>
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			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.
31.	Page 31, Clause 30.	<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>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 be born in such manner as the arbitrator may determine. The arbitration shall be</p>

			<p>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>
32.	Page 16& 17, Clause 1.1.1	<p>1.1.1 Part-I (Techno- Commercial) will contain the following documents. THESE DOCUMENTS WILL BE HEREBY CONSIDERED AS BID RESPONSIVE CHECK LIST/ESSENTIAL DOCUMENTS.</p> <p>a) Brief particulars of the firm.</p> <p>b) Current Trade License, Sales Tax / Vat Clearance Certificate, if applicable and Audited Balance Sheet and Profit & Loss A/c. for last 3(three) years (i.e. 2014-15, 2015-16 and 2016-17).</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</p>	<p>1.1.1 Part-I (Techno- Commercial) will contain the following documents.</p> <p>(i) THESE DOCUMENTS WILL BE HEREBY CONSIDERED AS BID ESSENTIAL DOCUMENTS/BID RESPONSIVE DOCUMENTS. NON-SUBMISSION OF ANY OF THE ESSENTIAL /RESPONSIVE DOCUMENTS WILL LEAD TO REJECTION OF BIDS.</p> <p>a) Brief particulars of the firm.</p> <p>b) Current Trade License, Sales Tax / Vat Clearance Certificate, if applicable and Audited Balance Sheet and Profit & Loss A/c. for last 3(three) years (i.e. 2014-15, 2015-16 and 2016-17).</p>

	<p>mentioning total value of work and period of completed works along with relevant work-orders. For ongoing contracts, the bidder must submit satisfactory performance certificate along with relevant work-order.</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/Power of attorney 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>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 along with relevant work-orders. For ongoing contracts, the bidder must submit satisfactory performance certificate along with relevant work-order from Engineer of Contract or his representative.</p> <p>e) One Bid document duly signed and stamped on each page.</p> <p>f) Letter of authority/Power of attorney if any.</p> <p>g) Authentic document related to registration under GST Authority.</p> <p>h) Certificate/declaration of compliance with Minimum Wages Act.</p> <p>i) 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> <p>j) Bank Solvency Certificate for Rs 1,31,40,000 (One Crore, thirty-one lakh, forty thousand only) from any Nationalized Bank's / Scheduled Bank.</p> <p>Note: A self-declaration describing as to which document is not submitted and the reason behind the same.</p> <p>(ii). OTHER IMPORTANT DOCUMENTS:</p> <p>a) A detailed deployment planning for the Tendered Work including repair work, maintenance and docking of the vessels.</p> <p>b) Signed blank copy of Price format.</p> <p>c) Filled up "Form of Tender" as per enclosed proforma.</p> <p>d) Additional information, if any, furnished by the Bidder.</p> <p>e) General Conditions of Contract duly signed and stamped on each page.</p>
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			Note: A self-declaration describing as to which document is not submitted and the reason behind the same.
33.	Page 31, Clause 50 & Page 50 Part-II	<p>I. DAILY HIRE CHARGE FOR THE TUG Rs..... {A} TOTAL HIRE CHARGE FOR 365 DAYS = {A} X 365 = Rs..... {X}</p> <p>II: COST OF FUEL{Y}</p> <p>(a) FUEL CONSUMPTION PER HOUR PROVIDING 30 TONNES BOLLARD PULL. [RPM TO BE MENTIONED]:.....Ltrs.</p> <p>(b) FUEL CONSUMPTION OF GENERATOR PER HOUR:.....Ltrs.</p> <p>NOTE: FOR THE PURPOSE OF EVALUATION, THE FOLLOWING WILL BE ASSUMED.</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 THE TENDER GOES LIVE.</p> <p>YEARLY COST OF FUEL= [365 *(a+b) *10* COST OF HSD AT IOCL OUTLETS AT HALDIA ONE DAY BEFORE THE TENDER GOES LIVE.] = Rs.....{Y}</p> <p>TOTAL PRICE = Rs. [{X} + {Y}] =</p>	<p>I. DAILY HIRE CHARGE FOR THE TUG Rs..... ... {A} 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 HOUR PROVIDING 30 TONNES BOLLARD PULL. [RPM TO BE MENTIONED]:.....Ltrs.</p> <p>(b) AVERAGE FUEL CONSUMPTION OF GENERATOR PER HOUR:.....Ltrs.</p> <p>NOTE: FOR THE PURPOSE OF EVALUATION, THE FOLLOWING WILL BE ASSUMED.</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 THE TENDER GOES LIVE.</p> <p>YEARLY COST OF FUEL= [365 *(a+b) *10* COST OF HSD AT IOCL OUTLETS AT HALDIA ONE DAY BEFORE THE TENDER GOES LIVE.] = Rs.....{Y}</p> <p>TOTAL PRICE = Rs. [{X} + {Y}] =</p>
34.	Page 30 Clause 27.1	Payment for Daily Hire Charges (item 'A' of clause 33) will be made once in a month by KoPT.	Payment for Daily Hire Charges (item 'A' of clause 33) will be made once in a month by KoPT and cost of fuel shall be reimbursed along with it.

			<p>Cost of fuel shall be lesser of the following two:</p> <ul style="list-style-type: none"> i. Actual fuel consumption as certified by Engineer of Contract or his representative. ii. Declared consumption as per Sl No II of Price Bid.
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