

**Pre-bid replies vide Tender No E-Tender No KoPT/Haldia Dock Complex/MO Div/2/18-19/ET/5 dated 23.03.2018 regarding HIRING OF ONE 30 TONNES OR MORE BOLLARD PULL TUG FOR HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

**QUERIES RELATED TO 30 TON TUG HIRE:**

<b>Sl No.</b>	<b>Page No.</b>	<b>Clause No. / Actual Clause</b>	<b>Clarification Sought / Change Suggested</b>	<b>Remarks of HDC</b>
<b>Submissions of M/s Ocean Sparkle Pvt Ltd</b>				
1.	Page No 2, <b>Clause no. C;</b>	<b>Schedule of Tender; Estimated Cost</b>  Rs 13,28,40,000 for one tug for period ending on 15.06.2022	<p>We bring to your attention that the estimated Contract Cost is too low as compared to other Major Port tenders. The estimated day rate calculated from the estimated contract cost as stated, is Rs.90,000/- per tug per day which is not commercially viable considering the capital cost and current exchange rate.</p> <p>Informatively, some of the other major ports who have accepted tugs of similar profile and capacity have charter rates are as follows:</p> <p>(1) JNPT – 3 x 30 Ton Bollard Pull tugs, approx. 1.45 Lacs to 1.55 Lacs</p> <p>(2) Chennai Port Trust – 35 Ton Bollard Pull Tug approx. 1.50 Lacs</p> <p>(3) Port Management Board (Port Blair) – Estimated contract rate for more than 25 TBP approx. 1,78,000/- per day per tug</p> <p><b>We request you to please review the cost estimates.</b></p>	Bidders are requested to refer to SI No. 1 of corrigendum dated 31.05.2018.
2.	Page 4, <b>Clause no. I;</b>	<b>Schedule of Tender; Earnest Money Deposit</b>  The bidders shall be required to deposit 2.0 % of the annual	(1) We request you to please review the EMD amount 2% of the annual estimated cost (i.e. INR 3,28,50,000/-) is INR 6,57,000/-	Bidders are requested to refer to SI No. 4 of corrigendum dated 31.05.2018.

		<p>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</p> <p>1. 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 scheduled bank, having branch at Kolkata/Haldia. In case of issuance of BG from a scheduled bank from outside Kolkata/Haldia, the same should be counter guaranteed by Kolkata/Haldia Branch.</p>	<p>instead of INR 26,56,800/-. Request amend.</p> <p>(2) We understand that Bidder is allowed to deposit both total EMD amount and bid document fee by way of NEFT/RTGS transfer to United Bank A/c (1604050000310). Bidder shall submit the bank statement with UTR no. to prove the same. Kindly confirm.</p>					
3.	Page No 18, <b>Clause no. 5.1;</b>	<p><b>Security Deposit</b></p> <p>The successful tenderer(s) shall have to submit Security Deposit amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Kolkata Port Trust:-</p> <table><tr><td><b>Value of the work</b></td><td><b>% Security Deposit</b></td></tr><tr><td></td><td></td></tr></table>	<b>Value of the work</b>	<b>% Security Deposit</b>			<p>(1) We request you to please accept Security Deposit in the form of PBG.</p> <p><b>In line with your 45 ton tug tender, we suggest PBG for an amount equivalent to 10% of the Annual Contract value be accepted which shall be initially valid for a period of 12 months and thereafter shall be renewed annually.</b></p> <p><b>In view of the above, we request you to please replace the PBG clause with below:</b></p>	Bidders are requested to refer to SI No. 23 of corrigendum dated 31.05.2018.
<b>Value of the work</b>	<b>% Security Deposit</b>							

		<div> <div>More than Rs. 20,00,000/-</div> <div>10% on first Rs. 10,00,000/- + 7.5 % on next Rs. 10,00,000/- + 5% on balance amount</div> </div>	<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 until recovery of 5% of Annual Value is made. <b>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.”</b></p> <p>(2) We request you to kindly accept BGs issued by any Scheduled Commercial Banks / Nationalized Banks. Kindly confirm.</p> <p>(3) With regard to the refund of EMD of the successful tenderer, we request that the EMD shall be returned immediately once the Performance Security is submitted and Contract Agreement is signed between the parties.</p> <p>(4) We request you to please accept Bank Guarantee from a scheduled Bank outside Kolkata/Haldia. In this regard,</p>	
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			<p>contractor shall submit the counter guarantee by Kolkata/Haldia Branch of such Bank. Request you to please add the following clause:</p> <p><b>“The BG must be issued by any Indian Scheduled Bank from its branch situated at Kolkata/Haldia. In case of issuance of BG from a scheduled bank from outside Kolkata/Haldia, the same should be counter guaranteed by Kolkata/Haldia Branch.”</b></p> <p>We request your kind confirmation on the above points.</p>	
4.	<p>Page No 19, <b>Clause no. 5.3;</b></p>	<p><b>Security Deposit; 2<sup>nd</sup> Para</b></p> <p>The Security Deposit shall remain valid for 6 months from the date of expiry of contract. The Security Deposit will be released within 180 days after successful completion of the contract.</p>	<p>We request that Performance Bank Guarantee shall have additional claim period of 3 Months instead of 6 Months. This is in line with your 45 Ton Tug Tender.</p> <p>Kindly Confirm.</p>	<p>Tender Condition prevails</p>
5.	<p>Page No 24, <b>Clause no. 14.1;</b></p> <p>Page No 47,</p>	<p><b>Scope of Work:</b></p> <p>The Tug should have towing hooks of adequate safe working load forward and aft part of the tug and mooring lines of sufficient strength for mooring of the tug.</p> <p><b>Clause no. 14:</b></p> <p>TOWING ARRANGEMENT - Must have quick release</p>	<p>It may please be appreciated that the ASD tugs have towing winch forward and the tow hook / winch in aft.</p> <p>Therefore, we suggest a forward winch and aft towing winch / hook be accepted which we believe is sufficient for safe Harbour operations within the port.</p> <p>Further, we wish to inform you that this was amended in your last tug</p>	<p>Bidders are requested to refer to SI No. 14 &amp; 17 of corrigendum dated 31.05.2018.</p>

	<b>Annexure – VII;</b>	towing hooks forward and aft of adequate SWL	tender and the clause was replaced with the following:  “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”	
6.	<p>Page No 25, <b>Clause No. 14.2;</b></p> <p>Page No 48, <b>Annexure – VII</b></p> <p>Page No 48, <b>Annexure – VII;</b></p>	<p><b>Scope of Work</b></p> <p>The tug should be highly manoeuvrable capable of carrying out of the aforesaid operations in very close quarter situations</p> <p><b>; Sub Clause No. 6:</b></p> <p>The Tug should have twin engines and twin propulsions</p> <p><b>Sub Clause No. 7:</b></p> <p>Type of propulsion- Kort Nozzle/ Tractor or Stern Mounted Azimuth Propulsion</p>	<p>We request in line with your recent tenders only with SRP / Tractor propulsion systems be accepted to ensure safe and efficient operations at your port and not conventional twin screw propulsion tugs.</p> <p>Please confirm.</p>	<p>Tender Condition prevails.</p> <p>Bidders are also requested to refer to SI No 15 of corrigendum dated 31.05.2018.</p>

7.	Page No 26, <b>Clause no. 14.12;</b>	<p><b>Scope of Work</b></p> <p><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></p> <p><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 in every six months or earlier to ascertain consumption rate.</u></p>	<p>(1) In line with your 45 ton tug tender, we request you to please remove supply of fuel from Contractor's responsibility and amend the clause as below:</p> <p><b>"Responsibility of operating the tug including manning, lubricants, provisions and stores and all other supplies and services except fuel 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."</b></p> <p>(2) In line with your 45-ton tug tender, we request you to please amend the clause with regard to joint trials as below:</p> <p><b>For maintaining Energy Conservation, 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 conducted every 12 months. The Joint Trial report will be used only for maintaining fuel conservancy and not for determining the fuel supply. As long as the fuel consumption is less than the evaluated consumption rate, there shall not be any recovery based on the joint trials</b></p>	Bidders are requested to refer to SI No 18 of corrigendum dated 31.05.2018.
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			<p><b>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. Joint trial will not be conducted separately. No separate cost and time is required.</b></p> <p>(3) Further, fuel being Port's responsibility, we request you to please insert the following clauses:</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 KoPT 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.</p>	
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			<p>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> <p>Please confirm.</p>	
8.	Page No 26, <b>Clause no. 15.3;</b>	<p><b>Power Supply</b></p> <p>Shore supply to the Tug when tied up to Jetty/Lock Entrance etc. will be provided <u>as and when possible</u> free of cost. <b>But this is not a binding obligation and is solely at HDC, KoPT's discretion.</b></p>	<p><b>We request that the Port should insist for changing to shore power only if the confirmed idle time is more than one hour, as very often the time between movements is short for shifting to shore power.</b> Also more time will be required to restart the plant whenever the change to shore power/ship power is done and could delay the operations.</p> <p>It is also required to prevent damage to sensitive electric / electronic devices on board modern tugs which may get</p>	<p>Tender Condition prevails</p>



			affected by repetitive switching on/off.	
9.	Page No 27, <b>Clause no. 15.5;</b>	<p><b>Land for Contractor's Field office, Godown &amp; Workshop.</b></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 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.</p>	<p>In line with your 45 Ton Tug Tender, we request you to please amend the stated clause as below:</p> <p><b>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:</b></p> <p><b>Modified 'A' type 45.54 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 4022/-per month.</b></p> <p><b>Modified 'B' type 65 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 5741/- per month.</b></p> <p><b>Cost of power and water will be as per actuals.</b></p> <p>We request your kind acceptance and amendment.</p> <p>Please confirm.</p>	Bidders are requested to refer to SI No. 20 of corrigendum dated 31.05.2018.
10.	Page No 27,	<b>Mobilization Period</b>	We request you to please provide a minimum of <b>"90 days"</b> from the	Bidders are requested to refer to SI No. 24 of

	<p><b>Clause No. 16;</b></p> <p>Page No 29, <b>Clause no. 21.3</b></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>If the Contractor fails to deliver the offered/ substituted tug (s) as per specification given in the tender within 45 days from.....</p>	<p>date of issue of LOA as delivery period <b>for both offered / substitute tug(s).</b></p> <p>Since the identified Marine Assets may be deployed elsewhere, the process of their replacement / acquisition and mobilization would commence upon issue of the LOA.</p> <p>It is therefore requested that the Delivery period/Mobilization time be increased to 90 Days from the date receipt of Letter of Acceptance.</p>	<p>corrigendum dated 31.05.2018.</p>
11.	<p>Page No 27, <b>Clause no. 17;</b></p>	<p><b>Bollard Pull</b></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,</p>	<p>As your good self is aware that the Bollard Pull Test has risk associated with it and many of the Tugs have girted during the Bollard Pull Test.</p> <p>Therefore, we request that the <b>Port shall have the right to ask for a bollard pull test any time during the contract tenure only if the Port feels that the Bollard Pull of the tug is not satisfactory. However, if the tug fails to deliver the required bollard pull, the cost of such test shall be borne by the Contractor” otherwise cost and time shall be borne by the Port.</b></p> <p>Kindly confirm.</p> <p>Informatively, the above query was accepted in your last 45 ton</p>	<p>Bidders are requested to refer to SI No. 26 of corrigendum dated 31.05.2018.</p>

		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.	<p>tug tender. Thus, we request you to please add the following clause:</p> <p><b>“Arrangement of bollard pull test if required (in case if a Bollard Pull Test has not been carried out within twelve 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.”</b></p>	
12.	Page No 27, <b>Clause No. 17;</b>	<p><b>Bollard Pull</b></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</p>	<p>(1) The penalty rate stipulated under referred clause is very high and we request for <b>reduction to a reasonable 1% per day hire rate per tug for every one ton reduction in bollard pull. However, we are agreeable for termination of contract if the Bollard Pull is found to be below 10% of the 30 T.</b></p> <p><b>We request you to please amend the clause as below:</b></p> <p>“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 1% for every ton</p>	Bidders are requested to refer to SI No. 26 of corrigendum dated 31.05.2018.

		<p>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.</p>	<p>reduction of BP of the daily hire rate. However, if the Bollard Pull at 90% MCR is found to be below 10% of 30 T, KoPT reserves the absolute right to terminate the contract forthwith.”</p> <p>Please consider the above and amend. Kindly confirm.</p> <p>(2) Further, if there is fall in bollard pull beyond 30 T, the contractor shall be given sufficient time for carrying out the test again before levying penalty. We request you to please consider.</p>	
13.	<p>Page No 27, <b>Clause No. 18.1;</b></p>	<p><b>GUARANTEED AVAILABILITY</b></p> <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 21 will be applicable. Further, lay off period of maximum 15 days 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 installments during the entire tenure of the contract for dry docking and survey repair of the Tug for</p>	<p>(1) In line with your recent 40 Ton Tug tender, we request you to please amend the clause as below wherein the contractor is allowed to carry forward the unutilized maintenance period.</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 21 will be applicable. Further, lay off period of maximum 15 days <b>(16 days in a leap year)</b> will be allowed in a year subject to obtaining prior approval from the Engineer of the contract. <b>If the annual layoff period is unused for any particular year, it can be</b></p>	<p>Tender prevails</p> <p>Condition</p>

		<p>maintaining its Certificate and carrying out smooth operations. Further, contractors should be able to club the unused layup 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 (marine), HDC. If due to such layup, the availability falls below 350 days no penalty shall be levied.</p>	<p><b>carried forward to the subsequent year(s).</b></p> <p>However, a further layup period of another 30 days will be allowed in <b>maximum</b> 03 installments 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 will be allowed to club the unused layup 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 Engineer of Contract, HDC. If due to such layup, the availability falls below 350 days no penalty shall be levied. <b>No payment will be made for the layup period."</b></p> <p>(2) Further, in line with agreed clause for <b>lay off due to fouling of propellers during Port operations</b>, we request you to please insert the following clause:</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</p>	
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			<p>of non-availability due to fouling of propeller.”</p> <p>We request you to please consider the above reasoning and amend. Kindly confirm.</p> <p>(3) Please confirm that if the temporary substitute tug is provided for carrying out dry docking of the original deployed tug, the payment of daily hire charges shall be made.</p>	
14.	Page No 28, <b>Clause No. 20</b>	<p><b>Daily Hire Charge</b></p> <p>These charges shall be paid for everyday the vessel is on standby mode as described in clause 19.2 above. However, during the lay off period of the Tug either for repair or <b>for any other reason</b>, no charges will be payable.</p>	<p>In case of layoff as specified in the clause, the words <b><u>“or for any other reason”</u></b> is open ended and ambiguous. Only layoff for reasons of contractor default shall be subject to off hire and thus we request the words <b><u>“or for any other reason”</u></b> shall be replaced by the words <b><u>“for reasons attributable to Contractor”</u></b>.</p> <p>Kindly confirm.</p>	Tender prevails      Condition
15.	Page No 28, <b>Clause no. 21.1;</b>	<p><b>Deduction and Penalties</b></p> <p>KoPT will not pay any of the scheduled rates for the days the operation of the vessel is suspended for the reasons attributed 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,</p>	<p>(1) We understand that both loss of hire and penalty will be charged on <b>pro-rata basis. Kindly confirm.</b></p> <p>(2) We understand that the available down time is adjustable against unavailability period prior loss of hire is calculated and penalty is imposed.</p>	Tender prevails      Condition

		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.	<p>In view of the above, we request you to please insert the following lines in line with your last clarification for 45 ton tender:</p> <p><b>“Nonpayment of daily hire rates and levy of penalty shall be calculated on pro-rata basis beyond allowable downtime.”</b></p> <p>Kindly confirm.</p>	
16.	Page No 29, <b>Clause no. 22;</b>	<p><b>Duration of the Contract</b></p> <p>This contract is valid till 15.06.2022 and will come into force from the date of signing the Agreement.</p>	Kindly confirm that contract tenure shall be counted from the date of commencement of operations.	Bidders are requested to refer to SI No. 2 of corrigendum dated 31.05.2018.
17.	Page No 30, <b>Clause no. 26;</b>	<p><b>Insurance</b></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>In line with your acceptance of protection &amp; indemnities available to the vessels owned by the KoPT, we request you to please insert the following clause as part of tender:</p> <p><b>“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.”</b></p> <p>Kindly confirm.</p>	Bidders are requested to refer to SI No. 29 of corrigendum dated 31.05.2018.
18.	Page No 30, <b>Clause no. 27.2;</b>	<p><b>Payment</b></p> <p>Payment shall be made to the contractor within 45 days of submission of relevant clear bills accompanied by vessels</p>	<b>(1) In line with other tug tenders of HDC, we request you to please accept clearance of payment within 30 days instead of 45 days.</b>	Bidders are requested to refer to SI No. 25 of corrigendum dated 31.05.2018.

		log abstract duly certified by KoPT representative.	<p><b>In view of the above, we request amendment in the clause as follows:</b></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.”</p> <p>(2) We also request to add the following clause for clearance of undisputed portion of bill:</p> <p><b>“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 flow. The rest of the bill along with applicable GST will be released as per schedule mentioned in 27.2.”</b></p> <p>We request your kind consideration on the above. Kindly confirm.</p>	
19.	Page No 30, <b>Clause no. 29;</b>	<p><b>Force Majeure</b></p> <p>In the event of either party.....either party its obligations under this charter which the party cannot</p>	<p><b>In line with your 40 Ton Tender, we request the clause be modified as under:</b></p> <p>In the event of either party rendered unable by Force Majeure</p>	Bidders are requested to refer to SI No. 30 of corrigendum dated 31.05.2018.



		<p>reasonably prevent or control against.</p>	<p>to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.</p> <p>The term "Force Majeure" as employed shall mean the events as below:</p> <p>(i) Riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable.</p> <p>(ii) War, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India.</p> <p>(iii) Rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;</p> <p>(iv) Fire, flood, cyclone, hurricane and acts of God.</p> <p>Time of performance shall be extended by the period of delay, which is directly caused by the</p>	
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			<p>Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim. Time of performance of the relative obligation 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> <p><b>Please confirm.</b></p>	
20.	Page No 31	<b>Format of Price Bid</b>	<p>We request you to please modify in line with your 40 Ton Tender.</p> <p>Please confirm.</p>	Bidders are requested to refer to SI No. 33 of corrigendum dated 31.05.2018.
21.	Page No 33	<b>Form of Tender</b>	<p>We request deletion of this clause as the <b>breakup of our price is a commercial aspect which cannot be shared. The port is</b></p>	Tender condition prevails

		Should Haldia Dock Complex, Kolkata Port Trust ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port may cancel our tender and forfeit the Earnest Money deposited by us.	<b>free to decide on the most viable bidder based on the technical qualification and the price offered.</b>  Please confirm.	
22.	Page No 49, <b>Clause No. 11;</b>	<b>THE TUG MUST FULFILL THE FOLLOWING CRITERION</b>  In addition to the statutory manning, one suitable local 1 <sup>st</sup> Class Inland Master, conversant with the KoPT channel, to be provided on board at all times.	We are of the opinion that 1 <sup>st</sup> class Master as part of statutory manning with suitable endorsement would be capable for operations at KoPT <b>and hence, requirement of additional Master to be exempted.</b>  In line with your 45 Ton Tug Tender, we request you to please insert the following:  <b>“No additional local 1<sup>st</sup> Class Master is required if one local 1<sup>st</sup> Class Master, conversant with the KoPT channel is already provided.”</b>  Kindly confirm.	Bidders are requested to refer to SI No. 21 of corrigendum dated 31.05.2018.
23.		<b>Arbitration</b>	<b>In line with your 45 Ton Tug Tender, we request you to please insert the detailed ARBTRATION Clause as below:</b>  <b>(a) Arbitrators:</b>	Bidders are requested to refer to SI No. 31 of corrigendum dated 31.05.2018.

			<p>Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 2015 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 2015, including any amendment thereof.</p> <p><b>(b) Place of Arbitration:</b></p> <p>The place / jurisdiction of arbitration shall be in Kolkata / Haldia, West Bengal, India.</p>	
24.		<b>Bank Guarantee for both EMD and PBG</b>	<p>(1) <b>EMD:</b> We request insertion of a standard notwithstanding clause:</p> <p>“Notwithstanding anything contained herein:</p> <p>a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);</p> <p>b) This Bank Guarantee shall be valid upto _____; and</p>	Tender Condition prevails

			<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>2) <b>For both EMD &amp; PBG:</b></p> <p>We wish to submit that State Bank of India, as per their policy, has started incorporating additional clause in the bank guarantees issued by them.</p> <p><b>“Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly”</b></p> <p>We trust the same is acceptable to you.</p> <p>We wish to inform you that other Major Ports have accepted such inclusions.</p>	
25.		<b>Additional Clauses:</b>	<p><b>We request addition of the below mentioned clauses in the tender:</b></p> <p><b><u>Consequential Damages</u></b></p> <p>Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the</p>	Tender condition prevails

			<p>performance or non-performance of this Agreement, and each party shall protect, defend and indemnify the other from and against all such claims from any member of its Group as defined above.</p> <p>“Consequential damages” shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, whether or not foreseeable at the date of this Agreement.</p> <p><b><u>Limitation of Liability</u></b></p> <p>“Notwithstanding anything to the contrary mentioned in this contract, the Contactors liability for each contractual year under this Contract shall be limited to 10% of the annual contract value i.e. only PBG shall be invoked.”</p> <p>Please confirm.</p>	
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#### Submissions of M/s Ripley offshore Pvt Ltd

26.	Page No 2, Clause C	Estimated cost	Is the estimated Cost inclusive of Fuel.	No, the estimated cost is exclusive of fuel cost.
27.	Page No 4, Clause 1(i)	Earnest Money Deposit	In case of a consortium can any one of the partner give the EMD	Yes, any one partner may give the EMD.
28.	10	Qualification criteria :	Can the experience of having /owning /etc other vessels (i.e. barges) qualify?	No, experience of barges will not be considered valid.
29.			We may propose a Tug now, which shall be mobilised if we are awarded tender . However if the proposed Tug is not available we	Bidders are requested to refer to SI No. 6 of

			shall mobilise a substitute Tug meeting all tender specification	corrigendum dated 31.05.2018.
30.			If the Tug is in the process of purchase and not in our ownership at the time of bidding , then we shall get a letter from present Tug owner on availability of Tug for Tender .	Bidders are requested to refer to SI No. 6 of corrigendum dated 31.05.2018.
31.			Is there is any restriction in Nos. of Consortium? Technical/Financial can be two or more companies/ organisation.	Yes. Bidders are requested to refer to SI No. 8 of corrigendum dated 31.05.2018.
32.			The Aux engine which shall be also giving power to AC , will be running 24 hours a day so Fuel Consumption will be more and it should be taken in cost estimates.	Bidders were requested to quote accordingly. It is further requested to refer to Clause 15.3 at page 26.
33.			EMD should be 6,64,200/ Only and not Rs 2656800/-	Bidders are requested to refer to SI No. 4 of corrigendum dated 31.05.2018.
34.			As the requirement of Documents needs compilation and has to be submitted by 16.04.2018- We request to extend the date of submission from 16.04.2018 to 26.04.2018.	Starting of bid submission: 12.06.2018  Last date for bid submission:19.06.2018
35.			Requirement of Tug is specified for a period of 5 Years only, for better offer the duration should be increased to at least 7 Years.	Tender Condition prevails
36.			In case of Consortium – Lead Member only will do registration?	No, any member may do the registration. Bidders are requested to refer to clause 4.0 at page 12 & SI No. 8 of

				corrigendum dated 31.05.2018.
37.	27.	<u>Exemption of EMD &amp; Tender Fee:</u>	Tender MMO/436/HIRE/TUG/348 – Hiring of 40T or more BP Tug (Ref: Annexure A –Important Instructions for E Tender, Page 13 Paras 19 & 20) clearly states that the Enterprises registered under NSIC (SPRS) participating in Tender MMO/436/HIRE/TUG/348 – Hiring of 40T or more BP Tug are exempted from submission of EMD & Tender Fee. Kindly confirm if the EMD and Tender Fee is exempted for Enterprises registered under NSIC (SPRS) participating in Tender MMO/436/HIRE/TUG/354 – Hiring of 30T or more BP Tug.	Yes. Bidders are requested to refer to SI No. 5 of corrigendum dated 31.05.2018.