

Corrigendum-V

Tender Reference No. : **GMM/436/HIRE/TUG/712**

Tender Subject : Haldia Dock Complex, Kolkata Port Trust intends to hire one tug (ASD/SRP/VOITH) of 40 Ton Bollard Pull or more of RSV Type-IV for Haldia Dock Complex for a period of FIVE years.

The schedule of the subject tender has been rescheduled as mentioned below:

Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at CPP Portal.	:	At 15:00 hours 10.09.2019 .
Date of closing of online etender for submission of Techno-Commercial Bid & Price Bid.	:	15:00 hours on 24.09.2019
Last date of submission of EMD & Bid Document Fee to the office of tendering authority of HDC, KoPT.	:	Up to 1500 hours on 25.09.2019 .
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part-II i.e. price bid shall be informed separately.	:	On 25.2019 after 1500 hours.

Details of the Notice are available in the new tenders section of www.kolkataporttrust.gov.in and at CPP Portal.
Interested responders may contact at email : gmmarinehdc@gmail.com

KOLKATA PORT TRUST

HALDIA DOCK COMPLEX

Tender No. GMM/436/HIRE/TUG/712[E-tender Id. 2019 KoPT 489389]


HIRING OF ONE TUG (ASD/SRP/VOITH) OF 40 TON BOLLARD PULL OR MORE OF
RSV TYPE-IV FOR A PERIOD OF FIVE YERS FOR HALDIA DOCK COMPLEX,
KOLKATA PORT TRUST.

PRE BID REPLIES /CORRECTIONS/ADDITIONS / DELETIONS, ETC.

(TOTAL No. of pages 33)

NOTE:

1. This document to be read in conjunction with tender document captioned above.
2. Consequential changes, amounting out of this document will be deemed to have been effected, even if incorporated specifically in the tender document.
3. One set of this document, shall have to be submitted along with the offer (duly signed and stamped in each page).


(U. Roy)
General Manager (Marine)-I/C

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/corrigendum
1.	Page No 4 and 18 & Clause/Item No I & Clause 3.10 Mode of depositio n of EMD & Bid documen t fees.	The bidder shall be required to deposit ..Rs 10,36,600 ..as EMD payable to KoPT, HDC. Earnest Money Deposit'Earnest Money Deposit' (EMD) to Haldia Dock Complex, through DD/Banker Cheque in favour of <u>Haldia Dock Complex, Kolkata Port Trust</u> on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder,	(1) Kindly clarify if EMD in the form of Bank Guarantee (As per format in Annexure IX on page 61 of tender) for full amount is also acceptable. Please clarify is Bank Guarantee is ti be in favour of HDC, KOPT or The Board of Trustees, For the Port of Kolkata as stated in the format of BG on page 61. (2) In case of BG, we understand the validity of BG will be 180 days from bid submission. Please confirm. (3) Kindly clarify that in case of EMD in the form of DD/Banker Cheque the same should be in favour of " <u>Haldia Dock Complex, Kolkata Port Trust</u> " Payable at Haldia. (4) We also request you to include an option of online transfer (NEFT/RTGS) for (i) EMD and (ii) Tender document fee amount. If yes, please provide the Bank account details of HDC for the same.	<i>EMD/Bid document fee will be deposited through DD/Banker Cheque in favour of <u>Haldia Dock Complex, Kolkata Port Trust ONLY</u> in favour of Haldia Dock Complex, Kolkata Port Trust.</i>
2.	Page 28, Clause No. 13.4	Clause No. 13.4 Power Supply Power Supply: Shore supply to the Tug when tied up to Jetty/Lock Entrance etc. will be provided as and when possible free of cost.	If shore power is not available Tug have no option but to run Auxiliary Engine and the fuel will be on Ports account. Therefore, in such cases the 10% limit on usage of the Aux Engine is not possible.	"Tender Condition Prevails".

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

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	Page 26, Clause	Clause 12.11 Fuel: Last Paragraph.... Usage of auxiliary engine will be capped to 10 % more than that of main engine. Usage of AE more than 10% of that of ME will be duly scrutinized for fuel.	No other Major Port has such clause and the they allow the Tug to be on Aux Engine when shore Power is not available during idle conditions. Please note that with such conditions project risk increases and it may not be commercially viable for bidder to participate in Tender.	
3.	Page 27, Clause No 13.1 (d)	Clause 13.1 (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, Digital flow meter readings etc. and the same has to be sent to the General Manager, Marine or his representative via email for verification periodically and a daily report to be submitted on the same. (d) Digital flow meters should be fitted on the fuel inlet and outlet of Main Engines and the same should be calibrated every year.	Typically harbor tugs are not equipped with flow meters as accuracy of flow meters is not reliable at varying loads. We have experienced various issues related to flow meters such as flow of fuel slows down considerably many a times resulting in sudden shut down of Engines /developing technical snags. Considering these practical difficulties none of the major Ports where we perform tug services like JNPT, Mumbai Port, NMPT, Cochin Port, Tuticorin Port, Vizag Port & Paradip Port insists on this requirement and most of these ports have waived off requirement of flow meters though initial tender had stipulated such requirements.	Tender condition prevails.

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			Further such modifications in existing Tugs may not be possible due to design restriction. In view of above, we request you to kindly delete the flow meter requirement and the consumption may be measured by tank soundings.	
4.	Page 4-5, Clause D.	Clause D. Mode of tender e-Procurement System (Online two-part Techno-Commercial Bid and Price Bid through CPP Portal https://eprocure.gov.in/eprocure/app) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST ,Haldia Dock Complex. Clause i. EMD Mode of submission: Physical document. Clause J. Last date of submission of EMD & Bid Document Fee to the office of tendering authority of HDC, KoPT.	(1) Please confirm that the tender would be submitted online only <u>except</u> EMD and Tender document fee. (2) Please confirm online bid will be submitted on https://eprocure.gov.in/eprocure/app .	"Tender would be submitted online at https://eprocure.gov.in/eprocure/app ."

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5.	Page No 31, Clause 20.5	<p>20.5 The lay-up period shall commence from the time the tug is not available at the disposal of HDC <u>till it starts for attendance of the next job.</u></p> <p>For eg: In case the tug isn't available for use from 1600 Hours of 01.01.2018 and post repair of the tug it is ready by 1000 hours of 02.01.2019, but it is being called for work at 1400 Hours of 02.01.2019, thus the attendance of tug will be considered from 1400 Hours of 02.01.2019.</p>	<p>The stated clause is not acceptable. Please note that if next operation may take place after some days and contractor can not afford to be off hired for such duration when the Tug is available for operations.</p> <p>Please note that once the contractor reports the availability of the Tug to Port the same should be considered onhire immediately as the tug is available for use.</p> <p>In view of above, we request amendment the highlighted sentence as follows: "the breakdown period shall come to an end when the Tug reports back to the HDC confirming their availability."</p> <hr/> <p>The lay-up period shall commence from the time the tug is not available at the disposal of HDC till post repair reporting time instead of post repair calling time.</p>	"Tender Condition Prevails".

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6.	Page 6, Clause 2.1.1	<p>Clause 2.1: MINIMUM ELIGIBILITY CRITERIA (MEC): Sub clause 2.1.1</p> <p>The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2018, must be at least ₹ 1,55,49,000/-. Auditor's Report of the bidding firm, certified by Chartered accountant (CA), for the years 2016-17, 2017-18 and 2018-19, including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available.</p> <p>Note: The bidder must upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2016-17, 2017-18 and 2018-19 along with Balance Sheets and Profit & Loss Accounts. In case a tenderer is unable to submit audited accounts of financial year 2018-19, due to non-completion of audit or for any other reason,</p>	<p>(1) We understand that bidders to submit average annual turnover details accompanied with audited financials statements and auditor's report duly signed by statutory auditors of the company who are also certified Charter Accountants. A separate certificate from a Chartered Accountant is not required. Kindly confirm.</p> <p>(2) Companies have time till Sept for finalization of Audited Financial, therefore, if Audited Financial statement for FY 19 are not ready. We understand the Financial statement for FY16, Fy17 and FY18 will be considered. Please confirm.</p>	<p>The subject clause to be read as:</p> <p>The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2019, must be at least Rs. 1,55,49,000/-. Auditor's Report of the bidding firm, certified by Chartered accountant (CA), for the years 2016-17, 2017-18 and 2018-19, including relevant Audited Balance Sheets and Profit & Loss Accounts, has to be submitted with the bid. In case a tenderer is unable to submit audited accounts of financial year 2018-19, due to non-completion of audit or for any other reason, he is allowed to submit Auditor's Report of the bidding firm, certified by</p>

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		he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the financial years 2015-16, 2016-17 & 2017-18.		Chartered accountant (CA), for the financial years 2015-16, 2016-17 & 2017-18.
7.	Page 7, Clause 2.1.	<p>Clause 2.1: MINIMUM ELIGIBILITY CRITERIA (MEC): Sub clause 2.1.2</p> <p>The term "similar works" means—Providing/operating, manning and maintenance IV/ MS class tugs / launches /<u>dredgers</u> / <u>any other vessels</u> with manpower.</p>	<p>(1) We understand that bidder must have similar work experience of Supplying, Manning and operating of stated vessel and experience of only manning the Vessel will not be considered (as tender is for charter hire of Tug which includes supplying, manning and operating). Please confirm.</p> <p>(2) Please delete the word "<u>dredgers</u> / <u>any other vessels</u>" as the same is not in line with requirement under tender and other major ports also don't allow such similar experience for qualification.</p>	Tender Condition Prevails
8.	Page 7, Clause 2.1.2	<p>Clause 2.1: MINIMUM ELIGIBILITY CRITERIA (MEC): Sub clause 2.1.2</p> <p>Note: The bidder must upload the scanned copies of <u>work order(s)</u> for similar works and successful completion certificates from clients indicating clearly the date of completion, value of work</p>	<p>We wish to inform you that some of the clients do not issue Work order, instead a Letter of Intent / Letter of Award is issued, or an Agreement is directly executed.</p> <p>Therefore, we trust that Work order/ Letter of Intent / Letter of Award /Agreement <u>and</u> successful completion certificates are acceptable to you. Please confirm.</p>	Work order / agreement / Lol along for similar works and successful completion certificates from clients indicating clearly the date of completion, value of work done, etc. has been submitted along with the

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		done, etc.		bid.
9.	Page 7, Clause 2.2.4	<p>Clause 2.2.4 Certificate/declaration of compliance with Minimum Wages Act</p> <p>Clause 2.2.10 Certificate/declaration of compliance with Minimum Wages Act.</p>	We wish to inform you that the Crew of Tug is covered under MS act and minimum wages Act is not applicable for them. Therefor please delete the same clause.	The subject clause is deleted.
10.	<p>Page 34, Clause 28.0</p> <p>Page 7, Clause 2.2.14</p>	<p>28.0 TUG'S ENCUMBRANCES ON CONTRACTOR: The contractor shall submit an undertaking that the offered Tug is free from all encumbrances and lien. However, encumbrances/lien of financier are accepted.</p> <p>2.2 TEST FOR RESPONSIVENESS 2.2.14 <u>The contractor</u> shall submit an undertaking that the offered Tug is free from all encumbrances and lien. However, encumbrances/lien of financier are accepted.</p>	We understand that said undertaking in stated clauses will be submitted by the successful contractor as he may not own the Tug at the time of bidding and after owning of the Tug Contractor may give such undertaking.	In the subject clause " the contractor " is deleted and substituted by " the bidder "

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11.	<p>Page 7, Clause 2.1.12</p> <p>Page 54</p> <p>Page 32</p>	<p>Clause 2.2.12 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>BY THIS BOND I, Shri/Smt..... Son of Shri/Smt.....residing athaving occupation the Partner / Proprietor / Directorhaving office at ..., am a tenderer under Marine Department ,Haldia Dock Complex, Kolkata Port Trust (A statutory Body under MPT Act ,1963). WHEREAS , the said Haldia Dock Complex, Kolkata Port Trust had asked the every tenderer , <u>who is not covered under E.S.I. Act</u> or exempted to furnish an Indemnity Bond in favour of Marine Department ,Haldia Dock Complex, Kolkata Port Trust against all damages</p>	<p>(1) We wish to inform you that the Crew of Tug is covered under MS act and under P&I insurance cover. The ESI is not applicable for them. Therefore, from the wording of the format on page 54, we understand that the same is not applicable for Tug hiring contract.</p> <p>(2) Further, as per clause b on page 32 of tender, we understand t the indemnity bond to be submitted after award of the contract. Further there is contradiction on stamp paper value in clause 2.2.12 it states Rs 50 whereas in clause (b) it sates Rs 500 Please clarify.</p>	<p>Indemnity Bond has to be signed and submitted by the contractor on a stamp paper of valuation Rs 300.</p> <p>It is further clarified that the valuation of non judicial stamp paper for agreement as well as integrity pact is hereby amended to Rs.300.</p>

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		and accidents to the labourers tenderer /contractor. (b) The contractor shall submit a copy of insurance policy and indemnity bond (on ₹ 500/- stamp paper) to HDC, KoPT.		
12.	Page 7, Clause 2.2.15	Clause 2.2.15 Complete and signed copy of enclosed "Integrity Pact".	(1) Please clarify if the Integrity pact is to be executed on stamp paper. If yes, please specify the value of stamp paper. (2) Please clarify if the same is to be executed after award of the contract or at the time of bidding.	The integrity pact is to be executed by the contractor on a stamp paper of valuation Rs 300 .
13.	Page 8, Clause 2.2.20	Clause 2.2.20 Ownership: (i) Tenderer shall possess at least 1 tugs of 40 tonne (min.) bollard pull by absolute ownership /Despondent ownership/Charter lease /MoU/MoA. 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	As there is an ambiguity between subclause (i) and (ii) of Clause 2.2.20, we understand that if the bidder does not possess tug at the time of bidding, he has to submit an agreement / Memorandum of understanding (MOU) / Letter of Authority (LOA) with the owner / seller of the tug for purchasing/leasing of the tug which he intends to deploy to KoPT for the duration of the contract. Please confirm.	Tender Condition Prevails. The clause as mentioned in the tender is self-explanatory.

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--------------	------------------------------	------------------------------------	---	-------------------------------------

		<p>indicated. If the tenderer is in possession of lease or charter of hire of tugs, then irrevocable lease/charter agreement duly stamped as per Indian Stamp Act 1958, should be submitted along with the offer by tenderer.</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.</p>		
14.	Page 14, Clause No. 19	The bidder should sign the "DECLARATION OF THE BIDDER" to denote his acceptance and submit the same along with his offer.	Please elaborate the requirement as the same is not clear.	Subject clause has been deleted.
15.	Page 15, Clause No. 30 22	<p>All taxes & duties are deemed to be included in the quoted rate except GST as applicable.</p> <p>Duties and Taxes, on the day of</p>	We understand that quoted daily charter hire rate is exclusive of GST. The bidder to quote hire rate exclusive of GST. Please confirm	Yes, the quoted daily charter hire rate is exclusive of GST.

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--------------	------------------------------	------------------------------------	---	-------------------------------------

		<p>submission of bid leviable upon on the works, are to be borne by the contractor and accordingly the same should be incorporated in the item rates. The contractor shall bear all taxes and duties both direct and indirect except GST as applicable thereon for the works done under the contract.</p> <p>GST shall be paid at actual by HDC, KoPT and the contractor has to comply with all statutory requirements. Any new duties & taxes by government if applicable & found payable by KoPT in the subject contract will be paid by HDC, KoPT extra on submission of necessary documents.</p>		
16.	Page 19, SECTION VI. clause 3.1	<p>SECTION VI. clause 3.1 INSTRUCTION FOR FILLING BIDS Sub clause 3.12</p> <p>Haldia Dock Complex, Kolkata Port Trust reserves the right to ask anyone of the bidders, who has submitted his price quotations to submit a break-up</p>	<p>We request deletion of these stated clause as the breakup of our price is a commercial aspect which cannot be shared. The port is free to decide on the most viable bidder based on the technical qualification and the price offered.</p> <p>No other Major Port has such clauses in Tug</p>	Tender Condition Prevails

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	38	<p>of the submitted prices with adequate justification to establish for each such component.....failing which or if their justification of prices are found unacceptable to KoPT, their tenders may be cancelled by Haldia Dock Complex, Kolkata Port Trust.</p> <p>Form of Tender: 5th Paragraph Should Haldia Dock Complex, Kolkata Port Trust ask for a break up of our price,</p>	<p>tender</p> <p>Please confirm.</p>	
17.	Page 20, Clause viii	<p>In case of Joint Venture, the experience & the financial criteria should be jointly fulfilled. The joint venture should furnish MOU. A irrevocable affidavit of holding company and...</p> <p>Clause ix) In case of Joint Venture / Consortium / subsidiary company / holding company they shall together satisfy the minimum qualification criteria</p>	<p>Since each of the JV/consortium partners is individually and jointly liable for the performance of the contract, it is of paramount importance that each of the Partners shall have experience and financial standing as if the contract can be individually performed in the absence of the other partners.</p> <p>In order to allow contractors who have atleast some experience, many of the Major Ports such as <u>Paradip, Mumbai Port</u> has stipulated tender conditions wrt JV/ consortium</p>	"Tender Condition Prevails".

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			<p>participation that each of the JV/consortium partner must meet <u>26% of the</u></p> <p>(i) Similar work experience stipulated for single Work i.e. 80% of the estimated contract value</p> <p>(ii) Average Financial Turn over criteria.</p> <p>We strongly opine the above criteria safeguards the Port's interest in case a JV/consortium uses the experience of a partner only to qualify in the bid and subsequently the experienced partner leaves the project. This would also not be fair and equitable for other honest/serious bidders those are being evaluated against such consortiums. We request HDC to include the above criteria for evaluation of minimum eligibility of the bidders/ JV/consortium.</p> <p>In view of above the clause may be amended suitably.</p>	
18.	Page 20, Clause ix.	Clause ix. All joint venture agreements/ consortium	Please note that none of the Major Port Tenders allow experience of a technical collaboration as a substitute to the required	"Tender Condition Prevails"

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-------	-----------------------	-----------------------------	--	-----------------------------

		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.	experience of the Bidder. For evaluation of minimum eligibility criteria, only those parties forming part of consortium/ JV shall be considered. Please clarify.	
19.	Page 21, Clause 5.0	Clause 5.0 SECURITY DEPOSIT: BG may be submitted 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.	We request you to accept a Bank guarantee with validity of 1 year + 3 months at the time of contract commencement. The same will be renewed annually every year thereafter till the expiry of the contract. Please confirm.	SDBG should be valid for one year which should be renewed every year.
				The following clause is being incorporated as Clause 5.1(a) at Page 21. "However, BG with validity of 1 year + 03 months is also acceptable at the time of commencement of contract and the same has to be renewed annually till pendency of contract."
20.		Tender Subject: HIRING OF ONE TUG (ASD/SRP/VOITH) OF 40 TON BOLLARD PULL OR MORE OF <u>RSV TYPE-IV</u> FOR A PERIOD OF FIVE YEARS FOR	We understand from the tender that Vessel registered under RSV type IV or MS ACT will be allowed to deploy. Please confirm. Therefore, please delete the word " <u>Inland</u>	The words " <u>Inland Vessel Act/ I.V. Act</u> " are deleted from the subject clauses.

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	55 58 24&58	<p>HALDIA DOCK COMPLEX, KOLKATA PORT TRUST</p> <p>REGISTERING AUTHORITY (Must be under RS type IV or higher)</p> <p>Clause 1. The Tug must be registered under Merchant Shipping Act/RS/ <u>Inland Vessel Act</u> as applicable.</p> <p>10.1 Manning of the tug has to be provided as per M.S./RS/<u>I.V. Act as applicable.</u></p>	<p><u>Vessel Act as applicable</u>" from the clause 1 on page 58 and clause 10.1 on page 24 & clause 10.1 on page 58.</p>	
21.	Page 58, Clause No. 9	<p>THE TUG MUST FULFILL THE FOLLOWING CRITERION: Clause No. 9</p> <p>In addition to the statutory manning, one suitable local 1st Class Inland Master, conversant with the KoPT channel, to be provided on board at all times.</p>	<p>We are of the opinion that 1st class Master as part of statutory manning with suitable endorsement would be capable for operations at KoPT and hence, requirement of additional Master to be exempted.</p> <p><u>In line with your previous Tug Tenders, we request you to please insert the following:</u></p> <p>"No additional local 1st Class Master is required if one local 1st Class Master, conversant with the KoPT channel is already provided."</p>	<p>The subject clause is "deleted" and substituted with "No additional local 1st Class Master is required if one local 1st Class Master, conversant with the KoPT channel is already provided"</p>

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			Kindly confirm.	
22.	Page 25, Clause 12.0	12.0 SCOPE OF WORK 12.1 General: The Tug shall primarily be used for assisting vessels inside Haldia Dock Complex and in the river for berthing/unberthing/ double banking etc. at different berths and at oil jetties by towing, checking & pushing. Quick release tow hook and /or towing winch with adequate strength. ..	Please note that these Tug boats are designed for harbour operations within port limits. Further, the manning and insurance requirement for operation outside port limit is different. In view of above we request you to kindly confirm that the operations of the Tug during contract tenure will be restricted to within Port limit. Please confirm.	“Tender Condition Prevails. It is being further clarified that the operations of the Tug during contract tenure will be restricted within Port limit. In case it is deployed beyond port limits, fuel cost will be reimbursed as per actuals”
23.	Page 28, Clause 13.6	Clause 13.6 Land for Contractor's Field office, Godown & WorkshopModified 'A' type 40.54 Sqmt. @ 88.32/sqmt. Per month i.e. Rs. 4022/- per month.....	In line with your 40 ton tug tender, we understand that Modified 'A' type has 45.54 Sqmt. We request you to please amend suitably.	In the subject clause “40.54 sqmt” is substituted by “45.54 sqmt”

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24.	<p>Page 28, Clause No. 14</p> <p>Page 30, Clause No. 20.3</p>	<p>Clause No. 14; Mobilization Period On placement of Work Order, the offered Tug is to be made available at Haldia and commence operation within 60 days. In case of failure to do so, penalty as per clause 20.3 shall be applicable from the 61st day till the tug is made available..</p> <p>20.3 If the Contractor fails to deliver the offered tug as per specification given in the tender within 60 days from the date of the issuance of work order, liquidated damages at the rate of Rs.40, 000</p>	<p>We request you to please provide a minimum of "90 days" from the date of issue of LOA as delivery period. Please note that these capital intensive assets are deployed under long term contract and process of their getting them released and mobilization would commence upon issue of the LOA. 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>Tender condition prevails</p>
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Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/ corrigendum
		Rs.40, 000	Mobilization period should be 90 days in place of 60 days from the date of issuing Work Order.	
25.	Page 28, Clause No. 15 Page 29, Clause	Clause No. 15; Bollard PullThe contractor shall provide Bollard Pull test certificate, issued by any Classification Society recognized by DG Shipping every year thereafter, at his cost. Clause No. 15; Bollard Pull; Sub	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. In Haldia it not possible to do bollard pull due to depth restriction. The same has to be done in other port. For going to other port for bollard pull, the Tug should be on hire. During such time Tug will be considered on hire.	In the subject clause "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

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

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	No. 15	<p>Clause no. (C)</p> <p>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,</p>	<p>Further, as per Tender Port may ask for a bollard pull test any time during the contract tenure if the Port feels that the Bollard Pull of the tug is not satisfactory.</p> <p>In view of above. we request you to please delete the requirement of carrying out bollard pull test every year.</p> <p>Further, please confirm that during such bollard pull test the Tug will be considered on hire.</p> <p>Kindly confirm.</p>	<p>exigencies" is deleted and substituted by "Port may ask for a bollard pull test any time during the contract tenure in case the Bollard Pull of the tug is not satisfactory. <i>In case the BP test results are satisfactory; the tug will be considered on-hire for 24-hours for conducting such test "</i></p>
26.	Page 29, Clause No. 16.0	<p>16.0 GUARANTEED AVAILABILITY:</p> <p>16.1 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, o daily hire charge shall be paid for the 'DEFICIT PERIOD' and in addition to the same, penalty as per clause 20.1 will be applicable. The lay off period</p>	<p>We understand that if a Tug is Available for more than 350 days (for example 365 days) the daily hire rate will be paid for these additional days also. Please confirm.</p>	<p>"YES"</p>

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

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27.	Page 32, Clause no. 23.0	<p>Clause no. 23.0; Insurance:</p> <p>The tug, its hullKoPT, 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>	We request that whilst engaged on duties as instructed by KoPT/HDC, the tug shall enjoy the protection and indemnities available to the vessels owned by the KoPT/HDC provided under bye-laws of Kolkata Port Trust. Please confirm.	NO
28.	Page 32, Clause 23	Clause 23 Insurance	<p>We bring to your kind attention that the following standard insurance covers available to the Tug Owner:</p> <p>a) Hull & Machinery (H&M) and war risk insurance coverage for the Tug</p> <p>b) Protection & Indemnity (P&I) for third party liability, wreck removal, pollution liabilities</p> <p>As these are only insurance covers available to the Owner, we trust these insurance shall meet the requirement of the Port.</p> <p>Please confirm.</p>	"Tender Condition Prevails"
29.	Page 33, Clause 25.0	<p>Clause 25.0 Termination of Contract.</p> <p>KoPT at its sole discretion may</p>	Please note that the assets procured for performing the contract are highly capital intensive in nature and are procured	"Tender Condition Prevails"

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/ corrigendum
		<p>terminate the contract after serving one month's notice if the performance of the tug is not satisfactory for three consecutive months. The decision of KoPT about the performance of the tug will be final. <u>KoPT also has the right to terminate the contract without assigning any reasons and it will be exercised by giving six month's final notice.</u></p>	<p>exclusively for this specified contract.</p> <p>Depending on the tenure of the contract, prices offered in the tender are calculated and any reduction/early termination would seriously affect the price offered by the operator.</p> <p>Therefore, we request that the Contract shall not be terminated for any reason other than substantial breach of the Agreement and Contractor's <u>continued failure</u> to perform/willful misconduct or gross negligence.</p> <p>In view of above, please delete the highlighted sentence "<u>KoPT also has the right to terminate the contract without assigning any reasons and it will be exercised by giving six month's final notice</u>".</p> <p><u>Alternatively, contractor should also have the right to terminate the contract by giving 6 months notice without any liability.</u></p>	
30.	Page 33, Clause No 26.0	<p>FORCE MAJEURE</p> <p>In the event of either party</p>	<p>Please not that even after the force majeure event is over it may take some time to</p>	<p>The line in the clause of force majeure stating "If the work is affected by</p>

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/ corrigendum
		rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended <u>for the period which Force Majeure events lasts.....</u>	commence the services (example: If Tug is damaged during the Force Majeure, Sometime will be required towards assessing the condition of Tug, repair and maintenance etc). In view of above, please modify the highlighted sentence as follows: "for the period during which the <u>impact of force majeure</u> event lasts". We also suggest that either party should have the right to terminate the contract if the force majeure event (including impact) persists for more than 3 months.	Force Majeure lasting for more than 60 days at a stretch, the parties to the contract shall settle the issue mutually." Is deleted and substituted with "If the work is affected by Force Majeure lasting for more than 06 weeks, KoPT as well as the contractor has the right to terminate the contract by giving a notice of 06 weeks further to the above."
31.	Page 56, Clause No. 20	Specification format: SL no. 20 a). AVERAGE FUEL CONSUMPTION PER OUR DURING NORMAL SHIP OPERATIONS INCLUDING PROVIDING 40 TONNES BOLLARD PULL WHEN NEEDED. b). FUEL CONSUMPTION OF	We understand that the bidder to states fuel consumption figure which are also to be sated in price bid format (which will be used for price evaluation). i.e. in sl no., a) average Fuel consumption Per Main Engine per hour In sl no. b) Average fuel consumption of Gen set per hour	The subject clause is deleted and substituted by "a) <i>average Fuel Consumption Per Main Engine per hour</i> b) <i>Average fuel consumption of Auxiliary engine per hour</i> "

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/ corrigendum
--------------	------------------------------	------------------------------------	---	-------------------------------------

		GENERATOR ENGINES PER HOUR.	This may be amended as per Page 37 of tender. Please confirm.	
32.	Page 56, Clause No. 21	<p>Technical specification format SL no. 21 FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT THE RPM GENERATING AT LEAST 40 TONNES BOLLARD PULLS [RPM TO BE MENTIONED]</p> <p>SL NO. 22 FUEL CONSUMPTION</p> <p>A) SFOC OF MAIN ENGINES - BHP /HR (AS PER MANUFACTURER AND CLASSIFICATION SOCIETY CERTIFICATE TO BE ATTACHED)</p> <p>B) FUEL CONSUMPTION 100% MCR – LTRS/HRS. 90% MCR – LTRS/HRS. 50% MCR – Ltrs/Hrs.</p>	<p>Please note that at sl no. 22 of specification format the bidder is to provide MCR consumption figure as per manufacturers data. And at Sl no. 20 of technical specification the bidder to provide average fuel consumption which will be used for price evaluation.</p> <p>In view of above, a third type of fuel consumption figure is asked at Sl no. 21 which we are unable to understand. This requirement at SL no. 21 of specification format may be deleted. Further the requirement at SL no. 22 can also be deleted as the same is not required.</p> <p>Please clarify.</p>	"Tender Condition Prevails"

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/ corrigendum
33.	Page 25, Clause No. 12.0	Clause 12.0 SCOPE OF WORK Sub-Clause 12.3 Age of Tug/Tugs no more than 15 years on 01.10.2019.	<p>Please note that the availability of such capital intensive Tug boats in current market is scarce. In recent development in India Port Sector due to bankruptcy of one of the major Indian Tug operator, there is a shortage of Tug boats in Indian Market and some of the Major Port such as JNPT, Mormugao Port, Mumbai Port are short of Tug boats.</p> <p>In view of above, to identify a candidate matching the exact age criteria stated in tender is difficult. Therefore, to allow a wider participation, we request you to kindly relax the age criteria as follows: "Age of Tug/Tugs no more than 15 years on Tender floating date i.e. 25th July 2019"</p>	In the subject clause "01.10.2019" is substituted by " 31.12.2019 "

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/ corrigendum
			If the estimated value of the Tender cannot be increased suitably, we request you to allow age of tug not more than 20 years instead of 15 years from 01.10.2019.	
34.		Additional Query:	<p>We understand that following documents for offered Tug are to be submitted along with Bid.</p> <ul style="list-style-type: none"> • Registry certificate • Valid Class certificate as on date of bid submission -for Age proof • GA Plan 	"Yes, and all other relevant documents"

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/ corrigendum
--------------	------------------------------	------------------------------------	---	-------------------------------------

			<ul style="list-style-type: none"> • Latest Bollard Pull test certificate as per Tender • Engine Manufacturers' data/ Shop test record for Main Engine in support of 100% MCR fuel consumption. <p>Other documents for Tug as specified in tender. Please confirm.</p>	
35.	<p>Page 57, Clause No. 26</p> <p>Page 27, Clause 12.12</p>	<p>Fire pump for external firefighting: Fire pump for external firefighting with fire monitors, oil dispersant spraying Booms with suitable nozzles, sufficient fire protection system etc. Half FIFI with adequate Foam Tank and Dispersant Tank should be present. (To be available on board the Tug at the time of delivery)</p> <p>Fire pump for external firefighting: Fire pump for external firefighting with fire monitors, oil dispersant spraying Booms with suitable nozzles, sufficient fire protection system</p>	<p>We wish to inform you that tug boats of around 40 TBP capacity are not fitted with such huge fire fighting capacity i.e. Half FiFi. Only Tugs of Higher capacity are fitted with such FIFI capacity. Further modification in an existing vessel is also may not be possible due to design restrictions.</p> <p>As stated above, there is a shortage of Tug boats in the market and finding a Tug boat with such huge fifi capacity is difficult.</p> <p>Further, other major Ports such as ChPT for such Tugs (40 TBP) have accepted fifi capacity of 500 cum per hr. In previous Tug tenders of HDC also the requirement was 500 cbm/hr.</p> <p>In view of above, we request you to kindly</p>	<p>In the subject clauses the line "Half FIFI with adequate Foam Tank and Dispersant Tank should be present" is deleted and substituted by "....FIFI capacity of atleast 500 cum per hr with adequate Foam Tank and Dispersant Tank should be present....."</p>

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/corrigendum
--------------	------------------------------	------------------------------------	---	------------------------------------

		etc. Half FIFI with adequate Foam Tank and Dispersant Tank should be present.	revise the FIFI requirement as 500 cum/hr.	
36.	55 58	9. LOA [NOT MORE THAN 32m] 5. Length Over All should not be more than 32 m and draft should not be more than 4.5 m;	In line with your previous Tug tender for HDC, we request you to kindly accept Tug with LOA of upto 35 mtrs.	In the subject clauses "32 mts" is deleted and substituted by "35 mts"
37.		Additional clause:	We request you to add the following clause in the tender as the Tender does not specify the mechanism to settle the ROB at the time of on hire and off hire. This is a standard clause in most of the Major port tug Tender. "The cost of the quantities of Liquids (Fuel and Fresh water) Remain on Board (ROB) at the Time of On-hire & off hire would be reimbursed by the Port and the Contractor respectively as per the price prevailing at HDC". Kindly Confirm.	The following clause is being incorporated in the tender as Clause 24.5 at Page 33 "The cost of the quantities of HSD remaining on Board (ROB) at the Time of On-hire & off hire would be reimbursed/adjusted by the Port and the Contractor respectively as per the HSD price prevailing at IOCL HALDIA as on the dates of on-hire and off-hire respectively."

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/ corrigendum
38.	Page 27, Clause No. 13.1	13.1 Fuel: (b) In the event of any difficulty faced by K.o.P.T. for supply of fuel the Contractor will be requested to supply the fuel to the Tugs with 7 days prior notice and the cost will be reimbursed at actual cost including transport charges on production of supporting documents. ...	Please note in this case GST will also be applicable. Therefore, Port has to pay total cost plus GST at applicable rate.	Price of fuel in this case will be reimbursed along GST (if applicable)
39.	Page-4 Item-F	Estimated value of Tender : Rs.1,42,000/- per day	The budget of the Tender is considered too low in comparison to prevalent rates in other ports where the charter hire rate for this kind of tug is to the tune of Rs.1,80,000 per day. If the budget cannot be increased, tugs having a higher age should be allowed as indicated in Clause 12.3.	"Tender Condition Prevails"
40.	Page-7 Cl. 2.2.1	Brief particulars of the firm :	In case of a joint venture, should details given against Cl. 4.0.(vi) and (viii) in Page-20 suffice. If not, what other particulars are required?	Yes, particulars of all firms in JV has to be submitted
41.	Page-11 Cl. 17	Extension of date of submission of Tender :	In view of time required for locating a suitable Tug with proper documentation/certificate etc. it is requested that the date of submission of Tender be extended by one month.	Tender Condition Prevails

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/ corrigendum
42.	Page-26 Cl.12.11	<p>Fuel : The tenderer has to specify the fuel consumption per hour of main Engine and DG set separately. However, evaluation will be done based on 08 hours of working of Main Engine and 10 hours working of auxiliary engine (DG set) as mentioned in price bid subject to the upper limit of 125 litres/hour for the main engines and 10 litres/ hour for auxiliary engine. However, supply of fuel will be made on actuals, subject to upper ceiling which would be the lesser one of the followings: (i)135 litres/hr (i.e upper ceiling of 125 litre/hour of main engines plus 10 litres/hour for auxiliary engine) or (ii)the fuel consumption quoted per hour for both the main engines and auxiliary engine in totality. During the course of deployment,</p>	<p>The ceiling of fuel on 135 litres/hr. is not considered to be reasonable as this takes into account only harbor operation where the vessel is only maneuvering. Since RSV Type IV tug is sought as per tender condition, there might be movement to Sagar/Sandheads (within port limit), where the fuel consumption will be higher since the vessel will ply at full away. We, therefore, request you to remove the fuel ceiling and reimburse the cost to the contractor based on actuals.</p>	<p>The subject tender may be read as "The tenderer has to specify the fuel consumption per hour of main Engine and DG set separately. However, evaluation will be done based on 08 hour of working of Main Engine and 10 hours working of auxiliary engine (DG set) as mentioned in price bid subject to the upper limit of 125 litres/hour for the main engines and 10 litres/ hour for auxiliary engine. However, consumption of fuel will be considered as per actuals as submitted by the contractor in monthly bills, subject to upper ceiling which would be the lesser one of the followings: (i)135 litres/hr (i.e upper</p>

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/ corrigendum
		if the fuel consumption is found to be above the admissible quantity as stated above, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate. Usage of auxiliary engine will be capped to 10 % more than that of main engine. Usage of AE more than 10% of that of ME will be duly scrutinized for fuel.		ceiling of 125 litre/hour of main engines plus 10 litres/hour for auxiliary engine) or (ii)the fuel consumption quoted per hour for both the main engines and auxiliary engine in totality. During the course of deployment, if the fuel consumption is found to be above the admissible quantity as stated above, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate. Usage of auxiliary engine will be capped to 10 % more than that of main engine. Usage of AE more than 10% of that of ME will be duly scrutinized for fuel.
43.	Page-27	Fuel :	Fuel to be supplied by Port Trust on port	Fuel is being supplied by

Clarifications to pre-bid queries vide meeting dated 01.08.2019 reg Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2018 and corrigendum -VI

SI No	Page No and Clause No	Clause extant in the tender	Clarification sought/Change Suggested by the party	KoPT's response/ corrigendum
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	Cl. 13.1		account.	the port. Please refer to the tender.
44.	Page-33 Cl.23(d)	Indemnity : "Consequential Damage :	The following clause to be added : Notwithstanding any provision of the contract to the contrary, neither Party shall be liable to the other for any kind of special, incidental, indirect and/or consequential damages whatsoever, such as but not limited to loss of use, loss of profits, loss of opportunity, loss of production and contracts irrespective of the legal basis for any such claim."	"Not Agreed."
45.	Page-34 Cl. 26.0	Force Majeure :	"(v) any other event/reason beyond reasonable control of the Contractor" to be added. The following should also be added : "The Contractor to the extent unable to perform its obligation or part thereof in the contract as a consequence of the Force Majeure shall be excused from performance of the obligation and the Contractor should not suffer any financial loss during that period."	The clause has been amended and is detailed in Sl. No. 30 of this document.

Addendum vide Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2019

SI No	location and Clause No	Clause extant in the tender	To be read as
1.	Page 61 Annexure-IX	<p>BANK GUARANTEE FORMAT (Earnest Money Deposit)</p> <p>To The Board of Trustees For the Port of Kolkata. BANK GUARANTEE NO..... DATE..... Name of Issuing Bank..... Name of Branch..... Address.....</p> <p>In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt M/s....., a Proprietary / Partnership/Limited/Registered Company, having its Registered office at (hereinafter referred to as "The Contractor") from cash payment of Earnest Money Deposit in connection with Tender No..... or..... (write the name of the work as per tender) for the due fulfilment by the contractor of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee</p>	<p>BANK GUARANTEE FORMAT (Security Deposit)</p> <p>To The Board of Trustees For the Port of Kolkata. BANK GUARANTEE NO..... DATE..... Name of Issuing Bank..... Name of Branch..... Address.....</p> <p>In consideration of the Board of Trustees(hereby addressed as the TRUSTEES) of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt M/s....., a Proprietary / Partnership/Limited/Registered Company, having its Registered office at (hereinafter referred to as "The Contractor") from</p>

Addendum vide Tender No. :- GMM/436/HIRE/TUG/712 dated 25.07.2019

SI No	location and Clause No	Clause extant in the tender	To be read as
		for Rs (Rupees.....), weBankBranch, Kolkata...../Haldia, do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified	cash payment of Earnest Money Deposit in connection with Tender No..... f or.....(write the name of the work as per tender) for the due fulfilment by the contractor of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs (Rupees.....), weBankBranch, Kolkata...../Haldia, do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified
2.	-----	Not present in the extant tender	To be incorporated as clause 2.2.23 at page 8 “A declaration that the tenderer(s) have not been debarred or de-listed by any Govt. or quasi – Govt. agencies or PSUs in India.”