

KAMARAJAR PORT LIMITED
(A MINIRATNA GOVT OF INDIA UNDERTAKING)

MARINE DEPT

ADDENDUM/ CORRIGENDUM NOTICE NO: 2

Tender No: KPL/MS/PL/2019

Date: 04.02.2020

Sub: “Tender For Chartering of two (2) Pilot Launches (En Bloc) For A Period Of Seven (7) Years” at the discretion of KPL - Reg.,

With reference to the queries in respect of above mentioned tender, the Clarifications of KPL are furnished below and Addendum Corrigendum as per Annexure – 1.

The other conditions of the tender document shall remain unaltered.

**General Manager (Marine Services)
For Kamarajar Port Limited**

KAMARAJAR PORT LIMITED

Tender No: KPL/MS/PL/2019

Date: 04.02.2020

CLARIFICATIONS TO THE BIDDERS

REPLIES TO PRE-BID QUERIES RAISED BY BIDDERS IN RESPECT OF TENDER FOR THE " **Tender For Chartering of two (2) Pilot Launches (En Bloc) For A Period Of Seven (7) Years**"

S.No	Reference	Clarifications Sought/Suggested By Bidders	Clarifications issued By KPL
1	Submission of Bid	We understand that only EMD and Integrity pact to be submitted in original (hard copy) before online submission deadline. Other documents will be submitted online only. Please confirm.	Yes. Also Copy of the EMD and integrity pact to be uploaded online with other documents of bid.
2	EMD ----- Clause:2.4 The EMD amount may also be paid by an unconditional and irrevocable Bank Guarantee encashable.....	We understand that EMD can be submitted in bank guarantee format also. Please confirm. ----- -- Does KPL have any prescribed format for this bank guarantee?	Yes EMD can be submitted in Bank guarantee format also. Clause stands
3	Page No:5 Clause:1.1.1 (v) Integrity Pact on the company letter head	We understand that integrity pact to be executed on stamp paper. If yes please specify the stamp paper value.	Yes. Integrity pact shall be executed in Rs.100/- non-judicial stamp paper. Integrity pact format in Full is as per schedule <i>XI is attached with</i>

			<i>corrigendum 2</i> Clause stands
4	<p>Page No:7 Clause:2.4 (4th Para) The EMD amount may also be paid by an unconditional and irrevocable Bank Guarantee encashable and enforceable at Chennai from any Indian Nationalized / Scheduled Banks in India shall be given...</p>	<p>EMD-BG In line with recent Tug Tenders by Chennai Port, we request you to please accept Bank Guarantees issued by any Hyderabad branch of Nationalized / Scheduled Banks. The same shall also be encashable at Hyderabad. Please confirm.</p> <p>Please note that if the bidder is from outside Chennai, he has to transfer the limits of Bank Guarantee from his Banker in his state. This process is time consuming and it may not be possible to complete within timeline for bid submission.</p> <p>Please note that Bidder will create a banking relationship in the local branch at Chennai only upon award of the contract which will facilitate issuance of Performance Bank Guarantee. This may not be possible at the time of bid submission.</p> <p>In view of above, most of the Major Ports are accepting BG (EMD) at the time of bid submission issued from outside their states.</p> <p>Therefore, we request you to please accept Bank Guarantee in lieu of EMD issued by any Hyderabad branch of Nationalized / Scheduled Banks encashable and enforceable at Hyderabad.</p> <p>In case of PBG, Contractor will submit BG issued from Chennai branch.</p>	<p>Bank Guarantee for EMD can be issued from any branch of Nationalized / Scheduled Banks encashable at Chennai as time line of tender is extended for doing the process. This is standard for KPL. Clause stands.</p>

	<p>Clause 2.5</p> <p><u>SOURCE OF FUNDS & ELIGIBLE BIDDERS</u></p> <p>Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with Integrity Pact (Annexure – II)</p>	<p>Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with Integrity Pact (Annexure – II)</p>	
5	<p>Page No:8,9 Clause:2.11.1 (Experience)</p> <p>Similar works means chartering/supplying on hire on wet lease of crafts/offshore vessels/ships/dredgers/Pilot launch’s including its manning, technical operation and maintenance of vessels or manning and operation of crafts/offshore vessels/ships/dredgers/Pilot launch’s registered under Merchant Shipping Act,1958.</p> <p>-----</p> <p>Page No:8,9 Clause:2.11.1 (Experience) The owner and/or those who have entered into</p>	<p>(i) Please delete the word “dredgers” as the same in not in line with requirement under tender and other major ports also don’t allow such similar experience for qualification. Kindly confirm.</p> <p>(ii) We understand that the definition of similar work should match the scope of services to be performed under this Tender i.e. supplying Craft on charter including its manning, operation and maintenance. Therefore, we request modification in the clause as follows:</p> <p>“Similar works means chartering/ supplying on hire on wet lease of harbour crafts/offshore vessels/ships including its manning, technical operation and maintenance of vessels or manning and operation of harbour Crafts/Offshore vessels/ships/dredgers/Pilot launch’s...”</p> <p>Our above request is in line with your previous Tender for Pilot/Pilot boats.</p> <p>-----</p> <p>The owner and/or those who have entered into Agreement with the owner of the Crafts should have experience during the last 7 years ending 31.12.2019</p>	<p>Similar works modified as below: Similar works means chartering/supplying on hire on wet lease of self propelled crafts/offshore vessels/ships/dredgers/Pilot launch’s/Mooring Boats including its manning, technical operation and maintenance of vessels or manning and operation of crafts/offshore vessels/ships/dredgers/Pilot launch’s/ Mooring Boats registered under Merchant</p>

<p>Agreement with the owner of the Crafts should have experience during the last 7 years ending 31.03.2019. Successfully completed chartering/supplying on hire (on wet lease) of crafts/offshore vessels/ships/dredgers/Pilot launch's including its manning, technical operation and maintenance of vessels or manning and operation of Crafts, Offshore vessels/ ships /dredgers/Pilot launch's registered under the Merchant Shipping Act</p> <hr/> <p>Page No:8,9 Clause:2.11.1 (Experience) The owner and/or those who have entered into Agreement with the owner of the Crafts should have experience during the last 7 years ending 31.03.2019. Successfully completed chartering/supplying on hire (on wet lease) of crafts/offshore vessels/ships/dredgers/Pilot launch's including its manning, technical operation and maintenance of vessels or manning and operation of Crafts, Offshore vessels/ ships /dredgers/Pilot launch's registered under the Merchant Shipping Act.</p> <hr/> <p>Clause:2.11.1 EXPERIENCE: Tenderer should own the Crafts or if the Crafts is/are not owned by the tenderer,</p>	<p>Running contracts with atleast 2 to 3 yrs of completion should be considered with contract copies as supporting documents to meet the Exp criteria</p> <p>Amendment Requested: The owner and/or those who have entered into Agreement with the owner of the Crafts should have experience during the last 7 years ending 31.12.2019. Successfully completed chartering/supplying on hire (on wet lease) of crafts/offshore vessels/ships/dredgers/Pilot launch's/ Pilot Boats including its manning, technical operation and maintenance of vessels or manning and operation of Crafts, Offshore vessels/ ships /dredgers/Pilot launch's/Pilot Boats registered under the Merchant Shipping Act</p> <p>-----</p> <p>operation of Crafts, Offshore vessels/ ships /dredgers/Pilot launch's registered under the Merchant Shipping Act and IV Act.</p> <p>-----</p> <p>Kindly define the term "shipyard". If the tenderer intends to build the vessel himself, and has no registered shipyard, will a self-declaration of intent be permissible?</p>	<p>Shipping Act, 1958 or Inland Vessel Act.</p> <p>Refer Annexure of addendum/corrigendum notice no.2</p> <p>Experience upto 31.12.2019 considered.</p> <p>Vessels registered under Inland Vessels Act is also considered.</p> <p>Refer Annexure of addendum/corrigendum notice no.2</p>
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	<p>....., or a MOU with a shipyard for constructing the said crafts within permissible mobilization period and shall submit the valid document to prove the same.</p> <p>The owner and/or those who have entered into Agreement with the owner of the Crafts should have experience during the last 7 years ending 31.03.2019. Successfully completed chartering/supplying on hire (on wet lease) of crafts/offshore vessels/ships/dredgers/Pilot launch's including its manning,</p> <p>technical operation and maintenance of vessels or manning and operation of Crafts, Offshore vessels/ ships /dredgers/Pilot launch's registered under the Merchant Shipping Act</p> <p>a. Three similar works each costing not less than Rs 7,36,81,294/- (amount 40% of the total estimated cost)</p> <p>OR</p> <p>b. Two similar works each costing not less than Rs 9,21,01,618/- (amount 50% of the total estimated cost)</p> <p>OR</p> <p>c. One similar work costing not less than Rs 14,73,62,589/- (amount 80% of the total estimated cost)</p>	<p>If an owner/ bidder has mandated experience of manning and operating crafts/offshore vessels/ships/dredgers/Pilot launch's which were registered overseas (not Indian Merchant Shipping Act) but under similar regulations of other countries, can he participate in the tender?</p> <p>Can the combined experience of the consortium partners be acceptable for qualifying under this clause?</p>	<p>Refer Annexure of addendum/corrigendum notice no.2</p>
6	Page No:9	We understand that in case of boats to be	For new built the

<p>Clause:2.11.2 (Experience) Ownership of Pilot Launches of at least 15 Knots Speed The tenderer shall own the Pilot Launches offered for charter to KPL or shall have joint venture with owner of Pilot Launches or have the Pilot Launches on hire /charter/ sub-charter or in legal possession of Contractual obligation or should have entered into an agreement with the owner of the Pilot Launches or should have a MOU with shipyard for building the pilot launches</p> <p>Page No:11 Clause:2.12 (Experience)</p> <p>TECHNICAL SPECIFICATIONS: GA Make, model....fuel oil cons at 100% of Main engine and aux engine supported by technical data sheet of the Engine manufacturer/Sea Trial Certificate/ Shop floor</p> <p>2.12.3 Copies of Registration Certificate, Certificate of Class issued by IRS/ IACS Class Society.</p> <p>2.12.4 The proof of ownership of the Crafts offered as mentioned in clauses</p> <hr/> <p>2.12 TECHNICAL SPECIFICATIONS - 2.12.1 TO 2.12.13 PAGE NO 11</p>	<p>constructed the statutory certificates such as registration, class will not be available at the time of bid submission. Therefore, we understand that for such boats following documents will be submitted at the time of bid submission:</p> <ol style="list-style-type: none"> (1) MOU (2) Specification as per tender requirement (3) GA Plan (4) fuel oil cons at 100% of Main engine and aux engine supported by technical data sheet of the Engine manufacturer/ Sea Trial Certificate/ Shop floor test or any other supporting document from the manufacturer as this information is required for evaluating the price bid (5) Other documents as per Tender. <p>For existing boats, the documents as per tender requirement will be submitted. Please confirm.</p> <hr/> <p>-----</p> <p>This clause should not be applicable in case of a new vessel building agreement.</p> <p>Please confirm that a building agreement with a shipbuilding yard will suffice in lieu of this.</p> <hr/> <p>Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with Integrity</p>	<p>tenderer shall submit MOU with builder, GA Plan and Engine Manufacturer Technical data sheet indicating fuel consumption at 100% MCR</p> <p>Refer Annexure of addendum/corrigendum notice no.2</p> <p>Yes. The documents as per tender documents to be submitted for existing boats.</p>
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<p>-----</p> <p>Clause:2.20</p> <p>The Crafts offered by the tenderer as per the technical specification submitted by them in the Schedule X shall only be deployed for operation if the offer of the tenderer is accepted. Upon acceptance the offered Crafts should carry out the required tests at Kamarajar Port positively by 27.04.2020 and submit certificates to GM (MS) or his representatives and thereby upon acceptance of the craft, commence operations by 01.05.2020.</p> <p>However, in case the tenderer is not in a position to deploy the offered crafts by 27.04.2020, Tenderer will be allowed to provide sister/ similar Craft or substitute Crafts with similar/better specification.....</p> <p>.....</p> <p>The similar crafts/s or substitute crafts/s of age greater than 10years will also be accepted with penalty for the maximum period of 150 days till the original craft is deployed to encourage more bidders.</p>	<p>Pact (Annexure – II)</p> <p>Bidders offering new built crafts only following documents can/cannot be submitted at the time of bidding. Kindly amend the clause to incorporate the same.</p> <p>GA Plan - Can be provided for new building</p> <p>2.12.2 - Cannot be provided for new building</p> <p>2.12.3 - Cannot be provided for new building. MOU with the ship builder can be provided</p> <p>-----</p> <p>----</p> <p>It is requested that a minimum time of 9 months be permitted for placing the craft / temporary substitute craft after the signing of the contract.</p> <p>It is requested that the latest date by which the contract will be signed be declared at this stage by KPL as even substitute vessels cannot be mobilised if time period is too short.</p> <p>As the vessel operations are within harbour limits, it is requested that substitute vessels may be permitted to be vessels registered under the Inland Vessels Act or Harbour Craft Rules of any Indian state.</p> <p>It is also requested that substitute vessel may be permitted to be of any hull material, like Aluminium,</p>	<p>Refer Annexure of addendum/ corrigendum notice no.2</p> <p>Clause modified giving adequate time.</p> <p>Refer Annexure of addendum/ corrigendum notice no.2</p>
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<p>Clause:2.40.1</p> <p>The Tenderer who has been awarded the contract for Chartering of Crafts shall commence operations on 01.05.2020 at 0600 Hrs. The crafts should reach port limits in adequate time to comply with Clause 2.20.</p>	<p>steel or FRP.</p> <p>It is impossible to build a vessel as per required specifications in 150 days, it is requested that this period is increased to 240 days.</p> <p>Amendment requested: The Crafts offered by the tenderer as per the technical specification submitted by them in the Schedule X shall only be deployed for operation if the offer of the tenderer is accepted. Once the LOA is accepted by the tenderer, the firm should be allowed maximum if 220 days to deploy the craft with all necessary certificates and licenses at the Port.</p>	<p>Clause modified giving adequate time.</p>
<p>2.20</p> <p>However, in case the tenderer is not in a position to deploy the offered crafts by 27.04.2020, Tenderer will be allowed to provide sister/ similar Craft or substitute Crafts with similar/better specification (in sea worthy and efficient condition and should be in possession of</p> <p>-----</p>	<p>Amendment requested: To kindly allow the tenderer 220 days to deploy the said boat and if they cannot within the stipulated time then to provide the alternate boat.</p>	<p>Refer Annexure of addendum/corrigendum notice no.2</p>
<p>2.40.1</p> <p>The Tenderer who has been awarded the contract for Chartering of Crafts shall commence operations on 01.05.2020 at 0600 Hrs. The crafts should reach port limits inadequate time to comply with Clause 2.20.</p>	<p>Request to Kindly Amend the Clause as: The Tenderer who has been awarded the contract for Chartering of Crafts shall commence operations within 160 Days of LOA.</p> <p>(The said request is made based on the time taken for building a new launch and getting it classified under IRS and registered under MS Act. Further, a minimum of 180 days has been given by all the other major ports who have called for similar tenders in</p>	

	<p>In case the offered Craft or sister/ similar Craft or substitute Crafts with similar/better specification (in seaworthy and efficient condition) and all valid documents is/are not deployed by 27.04.2020, the contract is liable to be terminated. The BG towards Performance Guarantee shall be encashed.</p>	<p>the past 2 years.)</p> <p>Amendment Requested: We again request you to give the tenderer a minimum of 220 days from date of LOA signed so we can provide the crafts and avoid and unnecessary delays and penalties. This will be helpful for the Port as well.</p> <p>(As there are not enough RSV type 4 Pilot boats. The same will have to be built. In a similar tender in Paradip port trust the Port had agreed to give time of 180 days to build a new Vessel.)</p> <p>Request to Kindly Amend the Clause as: In case the offered Craft or sister/ similar Craft or substitute Crafts with similar/better specification (in seaworthy and efficient condition) and all valid documents is/are not deployed within 160 Days of LOA, penalty @ 10% of Daily Charter Hire will be applicable for each craft. And if the offered crafts are not deployed within 180 Days, then the contract is liable to be terminated and BG towards Performance Guarantee shall be en-cashed.</p> <p>(The said request is made based on other similar tenders called for similar projects by all the Major Port Trust including but not limited to Kolkata Port Trust, Paradip Port Trust, New Mangalore Port Trust, Mumbai Port Trust, Murmagao Port Trust., etc.)</p> <p>What if the tenderer can make available one craft and the second one is delayed? LD time to be extended to 30 days in such a condition as the</p>	<p>Clause modified giving adequate time.</p> <p>Refer Annexure of addendum/ corrigendum notice no.2</p>
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	<p>Clause:2.20</p> <p>The Crafts offered by the tenderer as per the technical specification submitted by them in the Schedule X shall only be deployed for operation if the offer of the tenderer is accepted. Upon acceptance the offered Crafts should carry out the required tests at Kamarajar Port positively by 27.04.2020 and submit certificates to GM (MS) or his representatives and thereby upon acceptance of the craft, commence operations by 01.05.2020.</p>	<p>tenderer stans to loose a lot of Time and Investment.</p> <hr/> <p>Amendment requested: If the tenderer cannot deploy the craft within 220 days; then after 240 days the Port has the right to terminate the contract</p> <hr/> <p>Request to Kindly Amend the Clause as: The Crafts offered by the tenderer as per the technical specification submitted by them in the Schedule X shall only be deployed for operation if the offer of the tenderer is accepted. Upon acceptance the offered Crafts should carry out the required tests at Kamarajar Port positively within 150 Days of Issuance of Work Order and thereby upon acceptance of the craft, commence operations within 160 Days of Issuance of Work Order.</p> <p>(The said request is made based on the CvC guidelines and all other tenders called for similar projects by all the Major Port Trust including but not limited to Kolkata Port Trust, Paradip Port Trust, New Mangalore Port Trust, Mumbai Port Trust, Murmagao Port Trust., etc.)</p> <p>Request to kindly add mobilization and demobilization cost for any such sister / similar craft or substitute craft as that would be an additional cost for the Tenderer.</p> <p>Whether the said Tender is called for a pre-decided bidder or a pre-decided craft? No tender called for similar work by any of the other major port trusts</p>	<p>Clause modified giving adequate time.</p> <p>Refer Annexure of addendum/corrigendum notice no.2</p>
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	<p>However, in case the tenderer is not in a position to deploy the offered crafts by 27.04.2020, Tenderer will be allowed to provide sister/ similar Craft or substitute Crafts with similar/better specification (in seaworthy and efficient condition and should be in possession of</p> <p>In case the offered Crafts or sister/ similar crafts/s or substitute crafts/s with similar/better specification (in seaworthy and efficient condition) and all valid documents is/are not deployed within 27.04.2020, liquidated damages will be levied, and the contract is liable to be terminated. The BG towards Performance Guarantee shall be en-cashed.</p> <hr/> <p>Clause: 2.40.2 - Page No 23</p> <p>The Original offered Crafts should display the Name of the Port with Logo and Pilot boat in the accommodation area or in a conspicuous location as per KPL's requirement. Adequate lighting to be provided in that area enable to identify by other Crafts and Ships at night time.</p>	<p>has such a penalty clause.</p> <p>Since the crafts are not owned or bareboat chartered by the port the bidders logo should be displayed on the craft. This is in line the normal practices in all government and international contracts.</p> <p>Accommodation for the crew onboard should be provided within the port premises, free of charge to the contractor, to ensure round the clock operation.</p>	<p>Endeavor to space subject to availability on chargeable basis as per SoR.</p> <p>Clause modified giving adequate time.</p> <p>Refer Annexure of addendum/ corrigendum notice no.2</p>
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7	<p>Page No:20 Clause:2.39</p> <p>SIGNING OF AGREEMENTS; Sub clause 2.39.1; The successful Tenderer shall send the Letter of Acceptance (AL) within reasonable period of time not exceeding 15 days of issue of the Letter of award (LOA)...</p> <p>Page No:34 Clause:3.11</p> <p>NOTIFICATION OF AWARD; Sub clause c; Upon the receipt of Letter of Award of the contract, ... shall send Letter of Acceptance and prepare the the earliest but not later than 7 days without any delay</p>	<p>Please confirm following to avoid ambiguity:</p> <ol style="list-style-type: none"> 1. KPL will issue Letter of award 2. Contractor to submit Letter of acceptance upon award (within 15 days) as per Schedule VI. 3. Agreement will be executed and submitted within 15 days from submission letter of acceptance by bidder. <p>In view of above the relevant clauses/formats may be amended.</p>	<p>Clause modified.</p> <p>Refer Annexure of addendum/corrigendum notice no.2</p>

 value within 15 days from the date of issue of Letter of Award.		
8	<p>Page No:21 Clause:2.40.1</p> <p>COMMENCEMENT OF OPERATION: 1st Para: The Tenderer who has been awarded the contract for Chartering of Crafts shall commence operations on 01.05.2020 at 0600 Hrs. 2nd para: Any delay in delivery of the Crafts by the owner or builder of the Crafts or transshipment delays or any other reason including force majeure will not be accepted for delay in Commencement of operations.</p>	<p>We request that if due to “force majeure” events, the Port is closed or approaching route to the Port is affected, the delay shall not be attributed to the Contractor and considering this as a special case, reasonable extensions shall be granted. Kindly confirm.</p> <p>This has been accepted by Chennai Port in recent Tender for hiring of Tug.</p>	<p>Clause modified giving adequate time.</p> <p>Refer Annexure of addendum/corrigendum notice no.2</p>
9	<p>Page No:23 Clause:2.42 EVIDENCE OF INSURANCE; Sub clause iii) Any other insurance that may be necessary to protect the Tenderer, his employees and assets, whether constructed / purchased by the Tenderer or handed over by the Kamarajar Port (against loss, damage or destruction at replacement value) including all Force Majeure.</p>	<p>We bring to your kind attention that the following standard insurance covers are available to the Contractor:</p> <ol style="list-style-type: none"> 1. Hull & Machinery (H&M) and war risk insurance coverage for the boats 2. Protection & Indemnity (P&I) for third party liability, crew liability, wreck removal, pollution liabilities <p>As these are only insurance covers available to the Contractor, we trust these insurances shall meet the requirement of the Port. The Contractors assets and personnel would be covered under the above stated</p>	<p>Clause stands.</p> <p>Refer Annexure of addendum/corrigendum notice no.2</p>

		insurance policies.	
10	<p>Page No:24 Clause:2.42 EVIDENCE OF INSURANCE; All insurance obtained by the Successful Tenderer... The general liability insurance shall name the Kamarajar Port as the additional insured and shall include appropriate cross-liability clauses as required by the Kamarajar Port” is replaced with the contractor needs to indemnify KPL of any such liability which is not covered under P&I and points (i) to (iv) above during the currency of contract</p>	<p>In line with previous KPL boat tender, we request you to kindly delete the highlighted sentence.</p> <p>“The general liability insurance shall name the Kamarajar Port as the additional insured and shall include appropriate cross-liability clauses as required by the Kamarajar Port” is replaced with the contractor needs to indemnify KPL of any such liability which is not covered under P&I and points (i) to (iv) above during the currency of contract.”</p>	<p>Clause modified.</p> <p>Refer Annexure of addendum/corrigendum notice no.2</p>
11	<p>Page No:25 Clause:2.45 PENALTY; If the craft is inoperative and / or unavailable and KPL is denied use of the craft, penalty will be levied from the time and date of such in-operation/unavailability after allowing any paid down time (if available) to the credit of the contractor up to the time and date of break down / inoperation as follows, in addition to nonpayment of charter hire charges on prorated basis:</p> <p>This Clause will be operative, if the Craft remains non operational due to breakdown or for any other reason and/or the operator takes more than the accumulated Down Time..</p> <p>Page No:64</p>	<p>We request that, if the Crafts are inoperative/unavailable due to propeller fouling arising out of debris in the Port water, in such cases Craft(s) would continue to be on hire and penalty would not be applicable.</p> <p>It is the sole responsibility of the Port to give safe working condition to the Boats to operate.</p> <p>This is in line with various Major Port Tenders. Kindly confirm.</p> <hr/> <p>Request to Kindly Amend the Clause as: 2.45 PENALTY:- From the time and date of such non-availability / In-operation – upto 20 days: 20% of hire charges per day or part thereof</p>	<p>Safe working condition provided by Port.</p> <p>Clause modified and adequate time given for providing the substitute crafts. Refer Annexure of</p>

<p>Clause:5.19</p> <p>PENALTY;</p> <hr/> <p>2.45 PENALTY:-</p> <p>From the time and date of such non-availability / In-operation – upto 10 days: 20% of hire charges per day or part thereof</p> <p>If the Craft is not operational even after ten days:-</p> <p>1. The contractor has to provide a substitute craft/sister/ similar craft with similar/better specification in seaworthy and efficient condition and should be in possession of all necessary valid certificates and IRS/IACS Class certification) shall be provided as a replacement by the contractor.</p>	<p>(The said request is made based on other similar tenders called for similar projects by all the Major Port Trust including but not limited to Kolkata Port Trust, Paradip Port Trust, New Mangalore Port Trust, Mumbai Port Trust, Murmagao Port Trust., etc.)</p> <p>Request to Kindly Amend the Clause as: If the Craft is not operational even after twenty days:-</p> <p>1. The contractor has to provide a substitute craft/sister/ similar craft with similar/better specification in seaworthy and efficient condition and should be in possession of all necessary valid certificates and IRS/IACS Class certification) shall be provided as a replacement by the contractor.</p> <p>(The said request is made based on other similar tenders called for similar projects by all the Major Port Trust including but not limited to Kolkata Port Trust, Paradip Port Trust, New Mangalore Port Trust, Mumbai Port Trust, Murmagao Port Trust., etc.)</p> <hr/> <p>From the time and date of such nonavailability / In-operation – upto 10 days - Request to increase the period to 20 days</p> <p>20% of hire charges per day or part thereof- Request to reduce hire charges to 5%</p> <p>If the Craft is not operational even after ten days:-- Request to ammend th period to 20 days</p>	<p>addendum/corrige ndum notice no.2</p>
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		<p>If the Contractor fails to provide the substitute craft after 10 days - Request to ammend th period to 20 days</p> <hr/> <p>Amendment Requested: Please allow the contractor 30 days to provide the alternative craft as Mobilsation time and weather will be a factor.</p>	
12	<p>Page No:26 Clause:2.45</p> <p>PENALTY (c) If by the 20th day from the time and date the offered Craft is inoperative/breakdown, the contractor expresses his inability to provide the original or substitute craft KPL will continue with the hired market craft for a period upto 60 days as per conditions mentioned in (a) and terminate the contract.</p> <p>Page No:39 Clause:2.45</p> <p>PENALTY 2) If the Contractor fails to provide the substitute craft after 10 days:-</p> <p>Page No:65 Clause:5.19</p> <p>PENALTY 2) If the Contractor fails to provide the substitute craft after 10 days:-</p> <hr/>	<p>Please appreciate that the relative obligations and rights of the parties are extinguished upon termination of the contract.</p> <p>Accordingly, in the event the contractor expresses his inability to provide the original or substitute craft and KPL chooses to terminate the contract the PBG will be encashed.</p> <p>Additionally, if Boats are hired at higher amount compared to existing rates, the differential amount will be recovered from the contractor which will be limited equal to 1 month hire amount.</p> <p>Please note that the contractor cannot bear unlimited liabilities and commercially the project becomes nonviable. Therefore, we request Port to limit the contractor’s maximum liability to the PBG value as there is no insurance available to protect contractor from this kind of events.</p> <hr/> <p>Only daily hire charge to be deducted. Penalty not</p>	<p>Penalty clause modified and adequate time given for providing the substitute crafts. Refer Annexure of addendum/corrige ndum notice no.2</p>

	<p>Clause 2.45 (2)</p> <p>a, KPL may arrange a craft from the market and the differential cost (including mobilization and demobilistaion charges) after adjusting the daily hire rate payable against the rate of the crafts sourced from the market will be deducted in addition to levying penalty of 20% of quoted hire charges per day or part thereof basis for each day the substitute craft is not provided or the chartered craft is not put back in service.</p> <p>c, If by the 20th day from the time and date the offered Craft is inoperative/breakdown, the contractor expresses his inability to provide the original or substitute craft KPL will continue with the hired market craft for a period upto 60 days as per conditions mentioned in (a) and terminate the contract.</p> <p>Page No:19 Clause:2.37 (iii) S.D Circular - 2/2002 dated 08/11/2002 of Directorate General of Shipping placed at Annex - I shall be applicable for the evaluation of the tender. Further, amendments to the guidelines, if any, issued by DG Shipping shall also be applicable.</p>	<p>to be levied</p> <p>Period to be increased from 20th Day to 30th Day</p> <p>1 Bidder proposing existing boat registered in India. Another bidder proposing a new build vessel furnishing MOU with an Indian Shipyard. How will the right of refusal apply.</p>	
13	<p>Page No:65 Clause:5.19 PENALTY</p>	<p>(i)We are of the opinion that Ten (10) days is too short period to mobilize a substitute craft as the availability of craft in the market matching the</p>	<p>Penalty clause modified and adequate time</p>

	<table border="1" data-bbox="178 245 905 383"> <tr> <td data-bbox="178 245 594 383">From the time and date of such non availability / In-operation – upto 10 days</td> <td data-bbox="594 245 905 383">20% of hire charges per day or part thereof</td> </tr> </table> <p data-bbox="163 418 344 521">Page No:25 Clause:2.45 PENALTY</p>	From the time and date of such non availability / In-operation – upto 10 days	20% of hire charges per day or part thereof	<p data-bbox="982 215 1703 483">specification required under this tender is rather scarce. Further identifying and mobilizing a craft from the other coast line of India itself takes approx. 20 days. Therefore, we request at least 20 days shall be allowed to the contractor, failing which the contractor shall place a substitute craft on 21st Day.</p> <p data-bbox="982 516 1703 708">(ii)We further bring to your attention that the penalty rate is rather steep at 20% which is unusual for Major Port tenders. We request the penalty rate shall be limited to 10% of the daily hire rate on prorata basis. Kindly confirm.</p>	<p data-bbox="1724 215 2039 435">given for providing the substitute crafts. Refer Annexure of addendum/corrige ndum notice no.2</p>
From the time and date of such non availability / In-operation – upto 10 days	20% of hire charges per day or part thereof				
14	<p data-bbox="163 743 495 881">Page No:21,22 Clause:2.40 PENALTY ...age over 10 years..</p> <p data-bbox="163 946 344 1052">Page No:65 Clause:5.19 PENALTY</p> <p data-bbox="178 1068 905 1239">Further in case if the offered craft does not meets the speed criteria of 15 knots, then penalty @ 10% of daily hire charges for per knot reduction will be levied from the monthly bills upto maximum 10 knots.</p> <p data-bbox="163 1295 344 1401">Page No:25 Clause:2.45 PENALTY</p>	<p data-bbox="934 743 1703 849">Please note that Tender only allows substitution for maximum of 150 days therefore these are only temporary substitution.</p> <p data-bbox="934 889 1703 963">In view of above we understand/request following:</p> <p data-bbox="934 995 1703 1141">(1) We understand that during the contract tenure also the penalty as per clause 2.40.1 on page 21 of tender will be applicable for age and speed deviation. Please confirm.</p> <p data-bbox="934 1174 1703 1409">(2) As availability of such boats is scarce and considering this practical difficulty exact match would not be possible. Therefore, we request you that in line with clause 2.40.1 on page 21 of the tender and in line with your TUG tender, we request penalty for speed deviation at the rate of 1% for each knot.</p>	<p data-bbox="1724 816 1955 849">Clause stands.</p> <p data-bbox="1724 930 2039 1377">As new boat speed criteria should be fulfilled. Expect the contractor to maintain the craft to achieve the desired speed as it is one of the important parameter which will have impact in operations.</p>		

		Speed: Therefore, penalty on account of Speed (upto 10 knots) will be at the rate of 1% of the daily hire rate for each knot. Please confirm.	
15	<p>Page No:26 Clause:2.50</p> <p>Rescue/ Salvage Operation Apart from carrying out the duties assigned to the crafts by the General Manager (MS) under the terms and conditions of the contract, the crafts/s may be required for rescue/salvage operations in case of an emergency... No Daily hire rate will paid for this period of the salvage operation i.e from the time the Crafts is cast off for the salvage operation to the time the Crafts is made fast at finger jetty.</p> <p>Page No:35 Clause:3.12.1, 3.12.2</p> <p>; ...The Crafts shall also be made available for assisting towage of disabled vessels, salvage operations at the discretion of the Controlling Officer..</p> <p>; The contractor shall participate in mitigating any emergencies like fire, sinking, stranding, Towing, Pollution as per the natural capabilities and for any act directed by the General Manager (MS)...</p> <p>Page No:61 Clause:5.12.1, 5.12.2</p>	<p>Please appreciate that smaller crafts like Pilot boats will not be able to render salvage services. Hence, we request that Salvage should be out of scope of work for smaller crafts. Kindly confirm.</p> <p>Further, if the contractor is asked to carry out emergency rescue job without any remuneration/ reward, the Craft shall be considered on-hire with the Port for that duration and all additional expenses incurred by the Contractor shall be reimbursed by the Port. Kindly confirm.</p>	<p>Penalty clause modified and adequate time given for providing the substitute crafts. Refer Annexure of addendum/corrigendum notice no.2</p>

16	<p>Page No:28 Clause:3.1.14.</p> <p>CHARTER PERIOD means currency of contract period of 7 (seven) years extendable up to a period of two (02) Year ..</p> <p>Page No:28,29 Clause:3.2.1</p> <p>PERIOD OF CHARTERING: The Tenderer shall ... a period of Seven (7) years and with the provision of extending up to (2)two years on same terms and conditions for two nos. ...</p> <p>SECTION 1 - GENERAL CONDITIONS OF CHARTER:-</p> <p>Page No:56 Clause:5.2.1</p> <p>PERIOD OF CHARTERING:-</p>	<p>(1) Please confirm the contract tenure is 7 years and extendable by 2 years.</p> <p>(2) We wish to inform you that in case of extension upto 2 years, the duration of the contract is not certain and contractor can not consider firm duration while submitting offer.</p> <p>We request that the contract tenure shall be extendable for a firm period of 2 years which would enable the contractor to offer the rate for a longer period which will be competitive compared to a shorter duration.</p> <p>Further, we request that at least 3 months prior notice shall be given to the contractor in case the option to extend the contract period is exercised by the Port.</p> <p>Please confirm.</p>	<p>Clause Stands</p> <p>Will endeavor to give 3 Months Notice for extension as per tender conditions</p>
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17	<p>Page No:30 Sub Clause:3.2.4.3.</p> <p>CHARTER RATE AMOUNT;</p> <p>The Contractor shall be provided space for tying up the Crafts and shall not be required to pay the Port related charges like berth hire, port dues etc.</p> <p>Sub Clause 3.2.4.4: If during the contractual period the performance is found not as per the terms and conditions laid herein, the crafts may be surveyed by a third party(IRS/IACS) <u>at the tenderers cost</u> and if proved the penalty clause will be applicable.</p> <hr/> <p>3.2.4.3 The Contractor shall also be required to make payment for fuel, consumed by the crafts, whenever the crafts are not available for operation beyond the allowed maintenance period (Paid Downtime)</p>	<p>i) We request that the contractor shall be provided with “safe berth/jetty” for tying up the crafts.</p> <p>(ii)We request that in case the performance of the craft is found satisfactory as per the terms and conditions of the tender, all related costs shall be borne by the Port.</p> <hr/> <p>Request to kindly delete the said clause as the Owner of Launch cannot be made responsible/liable for losses of the Port beyond the limit of the charter hire + penalty to be levied on the charter hire.</p> <p>Amendment Requested: Contractor is only limited to this contract and cannot bear any further losses of the Port</p>	<p>Clause Stands Normally Finger Jetty is used for berthing of crafts.</p> <p>-----</p> <p>Refer Annexure of addendum/corrigendum notice no.2</p>
18	<p>Page No:32 Sub Clause:3.4.3.</p> <p>AVAILABILITY;</p> <p>Any planned dry dock for the crafts can be done only with prior permission of GM(MS) and also sister/ similar craft will have to be deployed for the entire period, the offered crafts is out of service for dry-dock and/or otherwise.</p>	<p>Please note that availability of such craft is scarce and providing a substitute during dry dock is practically not possible.</p> <p>Therefore, we request you to kindly waive off the requirement of substitution during dry docking if the dry docking. However, if the dry-docking period exceeds 15 days then contractor needs to provide a substitute.</p>	<p>Refer Annexure of addendum/corrigendum notice no.2</p>

<p>Page No:57 Clause:5.4.</p> <p>AVAILABILITY :</p> <hr/> <p>3.4 AVAILABILITY:</p> <p>3.4.1 The Crafts shall be available for the Port operations on all days of the year except for the allowed maintenance period (PAID DOWNTIME) of only 24 Hours for each Crafts in a month. The Tenderer shall be eligible for 12 days (i.e) 24 hours each month per Crafts as allowed maintenance period for one calendar year during the currency of the contract period. In case of non-utilization of allowed maintenance period of 24 hours (down time) during the month, the Tenderer shall be allowed to carry over the unutilized hours to subsequent two months</p> <hr/> <p>Clause 3.5.3</p> <p>In case, Crafts are still not in operation even after consuming all the available Paid Downtime, The daily Charter hire shall not be paid for the duration the Crafts is not in operational state and the penalty will be levied as per the penalty clause. During the break down period which exceeds the available down time period, no berth hire/ port charges, fuel cost would be charged on the craft(s) upto 20 days only. After 20 days all charges as per</p>	<p>Kindly confirm</p> <hr/> <p>It is requested that unutilised maintenance downtime be permitted to be accumulated for 30 months, so that the accumulated time can be utilised for intermediate and five yearly dry docking.</p> <hr/> <p>In case a substitute is provided than the port charges leviable after 20days on the original craft should be waived off till readiness.</p> <hr/> <p>Looking to this clause what is the point of keeping 2</p>	<p>Refer Annexure of addendum/corrigendum notice no.2</p>
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	<p>prevailing Scale of Rates will be applicable However if a substitute craft/ sister/ similar craft is provided the daily hire rate will be paid from the time the sister/ similar crafts is provided for the ports use as per the rate for the contracted crafts and imposition of penalty will cease from that time. However the conditions for employment of sister/ similar crafts/ substitute crafts should be as per the clause 2.4</p> <hr/> <p>3.4.1</p> <p>An IRS/IACS Classed sister/ similar crafts with similar/better specification (in seaworthy and efficient condition and should be in possession of all necessary valid certificates)will also be needed to be deployed for shipping operations at KPL in case the nominated crafts leave the port for proceeding to mandatory dry dock to fulfill statutory requirements, and the planned dry-dock or otherwise will be done after obtaining prior consent from GM(MS).</p>	<p>crafts? Which Indian Shipping Owner will keep 3 crafts standby for the requirement of 2 crafts? For similar craft to be deployed is the Port ready to pay Mobilization and Demobilization charges? No such condition prevails in any other similar nature tender called by any of the major port trust.</p>	
19	<p>Page No:32 Clause:3.5.</p> <p>GENERAL CONDITIONS OF CONTRACT; ALLOWED MAINTENANCE PERIOD(Paid Downtime);</p> <p>3.5.1 The Tenderer shall be eligible for 24 hours allowed maintenance period for each Crafts in a month</p>	<p>(i) We understand that the Contractor shall be allowed paid maintenance period of 24hrs per month per craft during the currency of the contract for upkeep of the craft.</p> <p>(ii) We request that in lieu of other Major Port Trusts, the full one-year's Maintenance period will be credited at the beginning of each contractual year.</p>	Clause Stands

	<p>i.e. 12 days in a year during the currency of contract</p> <p>3.5.2 In case of non-utilization of allowed maintenance period of 24 hours (down time) during the month, the Tenderer shall be allowed to carry over the unutilized hours to subsequent two months. i.e the unutilized Paid Downtime for the month of January will lapse on 1st of April</p> <p>Page No:58 Clause:5.5.1, 5.5.2</p> <p>CHARTER PARTY AGREEMENT;</p>	<p>However, the Contractor must take prior permission in writing of the GM (MS), before laying up the craft(s) to carry out any maintenance work (i.e. work /repairs includes dry docking / hull inspection and survey).</p> <p>(iii) Down time balance at the end of the year can be carried forward to the next year. However, a maximum of 12 days of downtime will be permitted at a time.</p> <p>The above will also help contractor in reducing the time taken in dry docking period.</p> <p>We request your kind consideration of the above .</p>	
20	<p>Page No:33 Clause:3.7</p> <p>CLASS MAINTENANCE; The Tenderer shall confirm to maintain the Crafts in its original class, during the entire contract period. The Tenderer also shall confirm to maintain the Crafts in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with the act under which it is registered and agree to operate the Crafts and to provide the Class certificate (IRS/ IACS) at the Tenderer's cost.</p>	<p>We request that words "original class" shall be changed to "Original or IACS acceptable as per statute and Charterers". Kindly confirm.</p> <p>It has been agreed in various clauses of the Tender that Original or IACS is acceptable and KPL should be informed prior change of class.</p> <p>We request suitable modification</p>	<p>Clause modified to accept original or IACS Clause. Refer Annexure of addendum/ corrigendum notice no.2</p>
21	<p>Page No:36</p>	<p>After submission of the bid, bidder cannot change the commercial part of the bid which may get</p>	<p>Clause Stands (Daily hire is only</p>

	<p>Sub Clause:3.14.1</p> <p>GOODS AND SERVICE TAX (GST); ...Any new taxes, levies, duties imposed after signing the contract shall be reimbursed by the employer on production of documentary evidence.</p>	<p>affected due to imposing of new taxes. Hence, we request port to kindly replace sentence “after signing of the contract” with “after bid submission date” Please confirm.</p>	<p>paid after successful deployment)</p>
22	<p>Page No:36 Sub Clause:3.14.1.</p> <p>GOODS AND SERVICE TAX (GST); The GST shall be quoted separately in Price bid</p>	<p>We would like to bring to your notice that there is no provision of GST in Price Bid.</p>	<p>Daily hire to be quoted excluding GST. The GST paid will be reimbursed.</p>
23	<p>Page No:37 Sub Clause:3.16</p> <p>LIEN The Kamarajar Port Limited shall have a lien on and over all of any money that may become due and payable to the Contractor under this contract or any other contract or from any amount lying with them or under their control ..</p>	<p>Request that the Port shall have lien on the Amount related to this particular contract only. Every contract has its own cash flow and liabilities. We therefore request that it Shall not be affected by any reasons other than specific to that particular contract. Please delete the highlighted sentence.</p>	<p>Clause Stands. As far as possible the lien will be limited to the said contract except in exceptional circumstances on need basis.</p>
24	<p>Page No:36 Clause:3.13. sub Clause:3.13.3</p> <p>PAYMENT TERMS ... in case any discrepancy is found and there is a resultant delay in effecting payments, the Contractor is not entitled for any type of ..</p>	<p>We request that the Port not to retain the entire payment in case of any dispute and at least the undisputed portion of the Payment shall be released by the port within scheduled time and retain the disputed portion of the Payment. Kindly confirm.</p>	<p>Clause Stands. Will make payment after seeking clarity. KPL exercises due diligence in making payments without any willful delay.</p>
25	<p>Page No:40 Clause:3.24.</p>	<p>We are unclear on the meaning of the following statement:</p>	<p>Clause Stands No owners will have additional craft for</p>

	<p>ASSIGNMENT AND SUB- LETTING; The Contractor shall not sub-let the contract or any part thereof without the written permission of the Kamarajar Port Limited ...</p> <p>Arranging a substitute Crafts for a short period will be considered as a sublet.</p> <p>Page No:66 Clause:5.24.</p> <p>ASSIGNMENT AND SUB-LETTING :-</p>	<p>“Arranging a substitute Crafts for a short period will be considered as a sublet.”</p> <p>Please clarify.</p>	<p>substitution for a short period, the contractor to charter a craft and deploy as substitute craft but the contract should not be Sub let to the owner of the substitute craft i.e all responsibility rests with charterer even though substitute craft of different owner is deployed for short time.</p>
26	<p>Page No:42 Clause:3.31.</p> <p>INDEMNITY; Notwithstanding all reasonable and proper precautions that may have been taken by the Contractor at all times during the currency of the agreement, the Contractor shall nevertheless be wholly responsible for all damages to the property of Kamarajar Port Limited during the currency of the agreement and the cost of such damages shall be borne by the Contractor.</p> <p>Page No:70 Clause:5.31.</p> <p>INDEMNITY;</p>	<p>Kindly appreciate that the liability of the contractor under this contract is open ended and without any limitation in this contract. This makes the project financially unviable and the lenders may be hesitant to fund the project due to such onerous conditions.</p> <p>Further, the Contractors would not be able to cope with huge potential liability for any damage that may occur during the course of operations.</p> <p>Therefore, we request that the liability of the Contractors under this agreement be limited by including a clause on limitation of liability as follows:</p> <p>“Notwithstanding anything to the contrary mentioned in this contract, the Contactors liability for each contractual year under this Contract shall</p>	<p>Clause Stands P&I Insurance is mandatory for all crafts</p>

		<p>be limited to 10% of the annual contract value. Provided that, no such limitation of liability shall be applicable in case of Gross negligence or Wilful misconduct of the Owner.” Kindly confirm.</p>	
27	<p>Page No:43 Clause:3.32. Sub Clause:3.32.1</p> <p>DISPUTE BETWEEN THE CONTRACTOR AND KAMARAJAR PORT LIMITED;</p> <p>In the event of any dispute ... or difference by either party, such dispute or difference shall be referred to a sole arbitrator <u>to be nominated by the Chairman and Managing Director, KPL.</u> Provided that notwithstanding the escalation of ..</p> <hr/> <p>Page No:70 Clause:5.32. Sub Clause:5.32.1</p> <p>3.32.1</p> <p>.....In the event there is no amicable resolution of the dispute or difference between the parties within thirty days from the date of notice of the said dispute or difference by either party, such dispute or difference shall be referred to a sole arbitrator to be nominated by the Chairman and Managing Director, KPL</p>	<p>Please note that the dispute resolution process should be fair and equitable to both parties. Hence the matter cannot be resolved by an arbitrator appointed by a party to the dispute or referred to parties solely chosen by a party to the dispute.</p> <p>Since the Chairman and Managing Director of the Port will be an interested party to the dispute, we request that the sole arbitrator be appointed by the High Court of Chennai on the application of either Party in accordance with Arbitration of Conciliation Act 1996.</p> <hr/> <p>This clause is inherently bad in law. It is requested that the clause be replaced by standard arbitration clause of “Indian Arbitration Council” where both parties nominate one arbitrator and both the arbitrators jointly appoint a third arbitrator.</p>	<p>Clause modified. Arbitrator to be nominated as per the Arbitration Conciliation Act standard clauses in force</p> <p>Refer Annexure of addendum/ corrigendum notice no.2</p>

28	<p>Page No:43 Clause:3.33.</p> <p>TERMINATION OF CONTRACT; The Contract can be terminated under the following cases:</p> <p>(iv) The Contractor fails to fulfill the statutory requirements and other conditions as indicated in the Tender Document for operation of the Crafts.</p> <p>(v) When the speed of the Craft(s) falls below 15 knots norms set in scope of work.</p> <p>(vi) In case of indiscipline of the crew of the Craft or refusal to carry out the orders of the General Manager (MS) or his authorized representative.</p> <p>Page No:71 Clause:5.33.</p>	<p>Please appreciate that the said clause enables immediate termination on the mere occurrence of an event of default.</p> <p>Therefore, we request modification in the sub clause as follows: “The Contractor fails to fulfill the statutory requirements and other conditions as indicated in the Tender Document for operation of the Craft <u>even after Port provides reasonable time for rectification.</u>”</p> <p>(v) We request that drop in speed should not be a termination criteria for Boat. Hence, request you to kindly amend the clause by adding that “subject to penalty clause upto 10 knots as per tender clauses”.</p> <p>(vi) We draw your attention to Clause 3.12.5 wherein Contractor is allowed time period to replace such crew. If contractor does not replace the crew then Port may exercise their right under tender.</p> <p>Therefore, we request you to kindly modify sub-clause (vi) the clause as follows:</p> <p>“In case of indiscipline of the crew of the Craft or refusal to carry out the orders of the General Manager (MS) or his authorized representative <u>subject to clause 5.12.5</u>”</p>	<p>(iv)Termination of Contract is the last resort that will be followed after defaults over and above the general conditions of the contract.</p> <p>(iv)Tender document provides reasonable time.</p> <p>(v)Speed is one criteria which defines the operational efficiency . Drop in speed is permitted for reasonable time of 150 days with meager penalty.</p> <p>Refer Annexure of addendum/ corrigendum notice no.2</p>
29	<p>Page No:44</p>	<p>Depending on the tenure of the contract, prices offered in the tender are calculated and any</p>	<p>Refer Annexure of addendum/</p>

	<p>Clause:3.34.</p> <p>FORE CLOSURE;</p> <p>The Kamarajar Port Limited has the right to Foreclose the contract for National Security, National Emergency and in general public interest and in case of non performance by the contractor with respect to non compliance of Tender conditions, operational short falls, variation in declared fuel consumption etc. The Kamarajar Port Limited will endeavor to issue a written notice of not less than 3 months of the intended foreclosure to the Contractor specifying therein reasonable details,....</p> <p>Page No:71 Clause:5.34.</p>	<p>reduction/early termination would seriously affect the price offered by the operator and commercial viability of the project.</p> <p>We understand that the Contract shall not be terminated for any reason other than substantial breach of the Agreement and Contractor's continued failure to perform/willful misconduct or gross negligence.</p> <p>In view of above, please clarify that the contractor will be given notice for rectification of errors and if contractor does not comply with contract terms even after repeated notices, the Port can terminate the contract by providing 3 months' notice.</p>	<p>corrigendum notice no.2</p>
30	<p>Page No:44 Clause:3.35.</p> <p>FORCE MAJEURE;</p> <p>In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed under this 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 such cause</p>	<p>The clause 3.35.1 is ambiguous and incomplete. Please confirm that if the Force Majeure event continues for a period more than 3 months, either party shall have the right to terminate this Agreement. Kindly confirm.</p> <p>Please note that even after the force majeure event is over it may take some time to commence the services (example: If Boat is damaged during the Force Majeure, Some time will be required towards assessing the condition of Boat, repair and maintenance etc). In view of above, please modify the clause by including the period during which the impact of force majeure event lasts also</p>	<p>Clause modified by giving additional 15 days to rectify and thereafter three months notice of fore closure will be provided.</p> <p>Refer Annexure of addendum/ corrigendum notice no.2</p>

	<p>lasts, <u>unless force majeure operates for a period in excess of 15 days.</u></p> <p>The term force majeure shall mean War and Any prevailing Acts & Regulation of Government of India, State Government or any Local Government.</p> <p>Page No:71 Clause:5.35.</p>	<p>under force majeure</p> <p>Further, the clause defining the force majeure events is not complete and does not cover the events that are part of a standard Force majeure clause (i.e. Act of God).</p> <p>Therefore, we request to modify the clause as per in line with your previous Boat/Tug tenders.</p>	<p>Clause modified to include Act of God.</p> <p>Refer Annexure of addendum/ corrigendum notice no.2</p>
31	<p>Page No:77 Schedule III; FORMAT FOR PERFORMANCE SECURITY (BANK GUARANTEE); Sub clause d)</p> <p>This Guarantee shall be valid and shall remain in force for a period of 12 (twelve) months and have a claim period of (15) months i.e., upto and inclusive of(date).</p> <p>Page No:37 Clause:3.17.</p> <p>PERFORMANCE GUARANTEE:- The validity of the BG should be 12 months and additional 3 months claim period</p>	<p>We request that bidder should also be allowed to submit a PBG valid for entire contract tenure with claim period given by Bank.</p>	<p>Option provided for providing the BG for full tenure including claim period.</p> <p>Refer Annexure of addendum/ corrigendum notice no.2</p> <p>Standard formats remain</p>
32	<p>Page No:77 PBG format:</p> <p>b) We, the Guarantor, shall without demur, pay to the KPL an amount not exceedingonly) within</p>	<p>(1) Please note that reference of clause (i) should be replaced with “clause (a)”.</p> <p>(2) Further, we request you to kindly replace “within 3 days” with “within 5 banking/working</p>	<p>Five working days accepted.</p> <p>Refer Annexure of</p>

	three (3) days of receipt of aigations as stated in Clause (i) above.	days” in line with previous Tender.	addendum/ corrigendum notice no.2
33	Page No:77 PBG format: g) The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee <u>pursuant to the power granted under</u>	Please note that Banker does not have any power of attorney to issue BG and the highlighted sentence to be deleted.	Clause Stands
34	Page No:77 Schedule III, FORMAT FOR PERFORMANCE SECURITY (BANK GUARANTEE) Page No:83 FORM OF BANK GUARANTEE FOR EMD	We wish to bring to your kind attention that our principal Banker SBI has been insisting for addition of the below mentioned clause in all of their Bank Guarantees : This was accepted in all your previous Vessel hiring contract. “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”	Standard conditions remain
35	Page No:83 SCHEDULE - VII; FORM OF BANK GUARANTEE FOR EMD This Guarantee will remain in force up to and including the date twenty eight (28) days after the date of expiration of the Bid validity deadline for as stated in the Instructions to Bidders or as it may	If bid validity is extended by the Port and the Bidder agrees to it in writing, Bidder shall again request the said Banker to extend the BG or shall procure a fresh BG from another Bank for submission to the Port. It is always Bidders obligation not that of Banker.	Clause Stands

	be extended by the Employer, notice of which extension(s) to the Bank is hereby waived.	We request you to kindly delete the Highlighted portion as, it was agreed by the Port and an amendment was issued in the last pilot and Tug Tenders.	
36	Page No:82 SCHEDULE – VII FORM OF BANK GUARANTEE FOREMD WHEREAS[Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated [Date] for the Chartering ..	Please note that BG will be issued earlier than bid submission and therefore the highlighted sentence should be amended as follows: “WHEREAS[Name of Bidder] (hereinafter called “the Bidder”) wish to submit his bid for the Chartering...	Clause Stands
37	Page No:84 SCHEDULE – VIII; LIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER; Serial no. 2;	We understand that tender cost for this tender is NIL as at certain places it is stated the bidder to submit tender cost. Kindly confirm.	No Tender Cost
38	Page No:100 MEMORANDUM; DELAY IN COMMENCEMENT OF WORK, Clause 5: should this tender be accepted in whole or in Part, I/we hereby agree to abide.... ...without prejudice to any other right or remedy, be at liberty to forfeit the said Performance Guarantee	We request modification in the highlighted portion of the referred clause as follows: “If I / we fail to submit the Performance Guarantee and sign the Agreement within 15 days from the date of issuance of LOA (Letter of Acceptance). the EMD submitted may be forfeited by the Port... Please confirm.	Clause Stands
39	Page No:60 Clause: 5.8.3 CPA: If the Crafts are not operated as per the Manning requirements of M.S. Act RSV IV the penalty shall be levied at the rate equal to 5% of	We request to reduce the penalty amount as 5% per person is huge amount. Further, there may be emergency cases (medical issues) and it may happen that they need to be shifted on urgent basis. Therefore, in case of emergency/health issues such	Clause Stands

	the per day charter value for each person not posted/missing.	clause should not be applied	
40	General	Please note that some clauses in Agreement format are different and we understand the same will be modified suitably. Further, we understand that details of hire rate, name of Boat etc will be stated in the agreement.	Standard conditions remain
41	<p>Page No:2</p> <p>NOTICE INVITING TENDER; SI No. II: Estimated Cost for Seven (7) Years Rs. 18,42,03,236/-</p>	<p>(i) We understand that estimate cost to Tender is exclusive of GST. Kindly confirm.</p> <p>(ii) We wish to bring to your kind attention that the Estimated cost is very low considering that these types of boats have to be custom built and availability of these types of Boats is rare in market. Therefore, these will have higher capital cost and the stated budget is not sufficient.</p> <p>Further, please note that the bidder will quote average rates after taking into the consideration the future escalation in various cost heads over the period of next 7+2 years towards Manpower cost, Repair and maintenance cost, dry docking cost, administrative over heads etc.</p> <p>We are of the opinion that this significantly lower budgetary estimate would dissuade Bidders to participate in the tender and Port is running risk of retender due to non-participation/ lower participation which would result loss of precious time and effort of the Port. It is therefore request that Budgetary estimate is to be revised to higher level.</p> <p>We wish to inform you that the estimates are significantly lower than our budgetary offer</p>	<p>Estimate is excluding GST.</p> <p>Daily hire rate to be quoted is excluding GST</p> <p>Estimate is based on prevailing rates.</p> <p>Charter period clause applies. 3.1.14</p>

		submitted to Port. We request your kind consideration of above.				
42	Price Bid format : Excel file: And Clause 2.37 on page 19 of Tender	<ol style="list-style-type: none"> 1) Colum F: in description rate erroneously stated as Rs 60/ltr. 2) Rate Colum G (to be filled up by bidder) not highlighted. 3) Colum "M" : understand that 25% x Fuel PER Main ENGINE to be filled up and formula automatically multiply by 2 to consider for 2 main engines 4) In clause 2.37 (II), Y is fuel PER main engine x 25%. Please clarify above.	BOQ will be amended			
43	Page No:20 Clause:2.37 EVALUATION & COMPARISON OF TENDERS In case auxiliary engine is not available value zero "0" should be entered in BOQ for consumptions	Please note that Pilot boat has to have one Aux Engine to have power while Main engine are not running and when shore power not available. Please remove this sentence.	Clause Stands as only indicative			
44	Page No:48 Clause:4 SCOPE OF WORK OF CHARTER; TECHNICAL SPECIFICATION OF EACH PILOT LAUNCH; <table border="1" data-bbox="163 1079 924 1253"> <tr> <td>Q</td> <td>Special conditions</td> <td>Crafts shall be used for assisting (Push/Pull) smaller vessels. Vessels should be equipped accordingly.</td> </tr> </table>	Q	Special conditions	Crafts shall be used for assisting (Push/Pull) smaller vessels. Vessels should be equipped accordingly.	We understand that only assistance within safe capabilities is envisage as these boats are not designed for push pull operation.	Clause Stands only adequate fendering around the vessel should be maintained and it will be used on need basis within its capacity.
Q	Special conditions	Crafts shall be used for assisting (Push/Pull) smaller vessels. Vessels should be equipped accordingly.				
45	Page No:48 Clause:4 SCOPE OF WORK OF CHARTER;	Capital cost of RSV IV design is very high as compared to RSV type I.	Clause Stands			

	<p>TECHNICAL SPECIFICATION OF EACH PILOT LAUNCH;</p> <table border="1" data-bbox="163 315 921 594"> <tr> <td data-bbox="163 315 245 488">G</td> <td data-bbox="245 315 520 488">Type</td> <td data-bbox="520 315 921 488">Certified by Class IRS/IACS & registered as per MS act RSV IV by any statutory authority</td> </tr> <tr> <td data-bbox="163 521 245 594">M</td> <td data-bbox="245 521 520 594">Registration</td> <td data-bbox="520 521 921 594">MS act RSV iv registration</td> </tr> </table>	G	Type	Certified by Class IRS/IACS & registered as per MS act RSV IV by any statutory authority	M	Registration	MS act RSV iv registration	<p>Further, Boat will be operated within harbour limit and registration under MS ACT RSV type I will be sufficient.</p> <p>Please note that manning requirement etc for type RSV IV are on higher side and the estimated budget is not sufficient. In our budgetary offer also we had suggested MS Act RSV I.</p> <p>The requirement should be changed to RSV type 1.</p>	
G	Type	Certified by Class IRS/IACS & registered as per MS act RSV IV by any statutory authority							
M	Registration	MS act RSV iv registration							
46	<p>Page No:49 Clause:4 SCOPE OF WORK OF CHARTER; Sub clause 4.4 Joint on hire survey/off hire survey will be carried out at Kamarajar Port by Competent surveyors to assess the quantity of fuel on board. On hire survey at Contractor's time and off hire survey at Charterer's time and Cost .</p> <p>Sub clause 4.4 Kamarajar Port shall be the port of delivery and the contractor's port of redelivery to take over and pay for all fuel remaining in the crafts.</p>	<p>Please confirm that Port will pay for Fuel on board at the time of on hire and Contractor will pay for fuel on board at the time of off hire at prevailing rates.</p>	<p>Refer Annexure of addendum/ corrigendum notice no.2</p>						
47	<p>Page No:49 Clause:4 SCOPE OF WORK OF CHARTER; 4.6 a) Assist in Pilot boarding and handling of vessels Pilot ropes / wires</p>	<p>Due to less deck space it is difficult to handle wire and the same may damage the Boat also. Pleas amend the clause.</p>	<p>Refer Annexure of addendum/ corrigendum notice no.2.</p> <p>The Purpose of Chartering is not achieved if unable to handle pilot</p>						

			ropes /wires .
48	<p>Page No:49 Clause:4 SCOPE OF WORK OF CHARTER; Sub clause 4.6 c) To stand by/ assist as fire float, Oil spill dispersant spraying boat etc.</p>	<p>Since the Boats will not have facility for external fire fighting and OSD spary system, she can not directly involve the above scenario. Please amend the clause suitably.</p>	<p>Refer Annexure of addendum/ corrigendum notice no.2</p>
49	<p>Page No:49 Clause:4 SCOPE OF WORK OF CHARTER; Sub clause 4.6 e) 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 conventionally performed by Port Crafts. In addition render assistance to neighboring port or any other work authorized by GM(MS) or his representatives.</p>	<p>For going into other port may require various permission from authority and may also incur additional cost. Please confirm that the same will be reimbursed on actual basis as it is beyond the capacity of the bidder to forecast the frequency of such events and thereby cost.</p>	<p>Port will endeavor support in obtaining permissions and with no additional cost</p>
50	<p>Page No:50 Clause:4 SCOPE OF WORK OF CHARTER; Sub clause 4.13 The Contractor shall be responsible for the injuries, loss of life to the Crafts crew/Port personnel while carrying out the operation of the Crafts. The Contractor shall also be responsible for the damage to the Port's property or to any third party. Any claims in this regard shall be to the Contractor's account.</p>	<p>We request that whilst engaged on duties as instructed by the Port, the Contractor's Crafts shall enjoy the protection and indemnities available to the Port under statute and chartered Crafts shall be considered as Port crafts.</p> <p>Please appreciate that this is a standard clause in most of the Major ports. Kindly confirm.</p>	<p>P&I insurance is mandatory for third party liabilities.</p>

51	<p>Page No:51 Clause:4 SCOPE OF WORK OF CHARTER; Sub Clause 4.18 Port should be indemnified by the contractor to comply with the Contract Labour Act, Workman Compensation Act and shall follow the ESI and Provident Fund Rules for their personnel.</p> <p>The payment of wages to the crew, Provident fund, ESI and insurance premium can be paid by a sister/ similar firm or a subsidiary company of the contractor if statutory law permits it....</p>	<p>In line with clause 5.25 on page 67 of the Charter Party Agreement, we request to add “in so far as they are applicable to this contract” to the second and fourth paragraph of clause 4.18.</p> <p>“Port should be indemnified by the contractor to comply with the contract labour act, Work man compensation act and shall follow the ESI and provident fund rules for their personnel in so far as they are applicable to this contract” Kindly confirm.</p>	<p>Port is industrial area and labours /crew’s interest should be protected when on board craft and when in port premises.</p>
52	<p>Page No:52 Clause:4 SCOPE OF WORK OF CHARTER; Sub Clause 4.22; 2nd Para In case, the General Manager (MS) receives complaints of indiscipline or refusal to carry out the orders of his authorized representative the same shall be viewed seriously and charter rate for the day shall be deducted as a penalty and for serious offences, the concerned personnel shall not be allowed to operate the Crafts and suitable replacement shall be arranged by the Contractor within 24 hours.</p> <p>Page No:35 Clause:3.12.5 within 48 hrs...</p>	<p>We request to please allow the contractor atleast reasonable time of 5 days to replace the crew. Please note that practically it is not possible to replace the crew within 24 or 48 hrs. Kindly confirm.</p>	<p>Refer Annexure of addendum/ corrigendum notice no.2</p>
53	<p>Page No:52 Clause:4 SCOPE OF WORK OF CHARTER; SubClause 4.25;</p>	<p>Please appreciate that security within the Port premises is the responsibility of the Port. Should any situation like lock down or workers’s strike happens, Port should promptly provide adequate security to</p>	<p>Port is under cover of CISF</p>

	<p>Security of the crafts, its appurtenances and crew will be the Contractor's responsibility.</p>	<p>the Boat and crew to enable them to remain in the port and provide services. Please confirm.</p>	
<p>54</p>	<p>Clause:2.11.3 Joint Venture: In case of Joint Venture/Consortium, a lead partner/partner-in-charge shall be identified in the Joint Venture Agreement and the lead partner/partner-in-charge shall meet the pre-qualification criteria (Experience, Turnover)</p> <p>(ix) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.</p> <p>2.12.12</p> <p>The details of the joint venture firm / foreign firm with whom the tenderer has entered in to agreement should be produced with documentary evidence.</p> <p>2.32 PARTNERSHIP FIRM/OR JOINT VENTURE FIRMS/FOREIGN FIRMS:-</p>	<p>It is requested the clause to be modified as follows:</p> <p>In case of Joint Venture/Consortium, a lead partner/partner-in-charge shall be identified in the Joint Venture Agreement and the lead partner/partner-in-charge so identified shall have over 50% stake in the Joint Venture/Consortium, and, one of the members of the Joint Venture/Consortium shall meet the pre-qualification criteria (Experience, Turnover)</p> <p>Kindly clarify if some one who was not a bidder is allowed to join the winning consortium or enter into a consortium agreement with a winning company after the contract is awarded?</p> <p>As per Clause 2.32(x), can a foreign firm participate as a member of a consortium with an Indian partner?</p> <p>If the Consortium partner meeting the pre-qualification criteria (Experience, Turnover) is a foreign company, can he be the lead partner/partner-in-charge?</p> <p>or</p>	<p>Refer Annexure of addendum/corrigendum notice no.2</p>

<p>(x) No foreign firm shall directly participate in the tender. However foreign firms can participate in a joint venture with any Indian firm and in such cases copies of the agreements of the joint venture shall be submitted along with the Tender.</p>	<p>Can the Indian consortium partner be the lead partner/ partner-in-charge, even if he is not meeting the pre-qualification criteria by himself?</p>	
<p>2.11.3</p> <p>In case of Joint Venture/Consortium, a lead partner/partner- in-charge shall be identified in the Joint Venture Agreement and the lead partner/partner-in-charge shall meet the pre-qualification criteria(Experience, Turnover)</p> <p>vi) Firms with at least 26% equity holding each shall be allowed to jointly participate in the joint venture.</p>	<p>Request to Kindly Amend the Clause as: In the case of Joint Venture/Consortium, a lead partner/partner- in-charge shall be identified in the Joint Venture Agreement and the pre-qualification criteria(Experience, Turnover) are to be met jointly.</p> <p>vi) Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.</p> <p>(The said request is made based on the CvC guidelines and all other tenders called for similar projects by all the Major Port Trust including but not limited to Kolkata Port Trust, Paradip Port Trust, New Mangalore Port Trust, Mumbai Port Trust, Murmagao Port Trust., etc.)</p>	
<p>2.11.3</p> <p>In case of Joint Venture/Consortium, a lead partner/partner- in-charge shall be identified in the Joint Venture Agreement and the lead partner/partner-in-charge shall meet the pre-qualification criteria(Experience, Turnover)</p> <p>vi) Firms with at least 26% equity holding each shall be allowed to jointly participate in the joint venture.</p>	<p>Amendment Requested: In case of Joint Venture/Consortium, a lead partner/partner- in-charge shall be identified in the Joint Venture Agreement and the pre- qualification criteria(Experience, Turnover) are to be met jointly.</p> <p>vi) Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.</p>	

		Foreign Collabrations also to be allowed	
55	<p>Clause:2.11.4</p> <p>TURNOVER</p> <p>The average annual turnover of the Tenderer for the last three years i.e. 2016-17, 2017-18, 2018-19 should be at least Rs 5,52,60,971/- (30% of the total estimated cost). The Tenderer should submit a copy of Annual Reports audited by Chartered Accountant for the last 3 years</p>	<p>Can the combined turnover of the consortium partners be acceptable for qualifying under this clause?</p>	<p>Refer Annexure of addendum/ corrigendum notice no.2</p>
56	<p>Clause:2.41</p> <p>INSURANCE:</p> <p>(a) During the charter period the crafts shall be kept insured by Contractors at their expenses in regards to Hull and Machinery, P&I, oil Pollution etc.</p> <p>2.42 EVIDENCE OF INSURANCE:</p> <p>P & I third party liability insurance for port personnel and others who may enter the contractor's assets / craft.</p>	<p>It is possible to include a clause in the Hull insurance policy called "Port P&I Clause". This clause covers P&I liabilities within port limits, with a liability limit restricted to insured H&M value of the vessel. Please confirm that inclusion of such a clause in the H&M policy will suffice the requirements of P&I Cover?</p> <p>What is the maximum limit of cover required for death / disability insurance per incident required for port personnel and others who may enter the contractor's assets / craft.</p>	<p>Clause stands , P&I should be independent to Hull and machinery as it covers for third party liability and oil pollution , wreck removal etc.</p> <p>As per Prevailing Govt Norms</p>
57	<p>Clause:2.45</p>		<p>Refer Annexure of addendum/ corrigendum notice</p>

	<p><u>PENALTY:-</u></p> <p>2)</p> <p>(c) If by the 20th day from the time and date the offered Craft is inoperative/breakdown, the contractor expresses his inability to provide the original or substitute craft KPL will continue with the hired market craft for a period upto 60 days as per conditions mentioned in (a) and terminate the contract.</p>	<p>If alternate is taken by KPL and differential cost is deducted than we request you to forgo 20% deduction for quoted rates in addition.</p>	<p>no.2</p>
<p>58</p>	<p><u>Clause:3.27 DELIVERYPERIOD</u></p> <p>The Crafts shall be at KPL on or before 27.04.2020 in seaworthy and efficient condition after completion of trials and tests by IRS and shall be in possession of approval of GM (MS). The charter hire will commence from 0600 Hrs on 01.05.2020. The period in between is to be used for familiarization of the crafts crew with the port and operational procedures.</p> <hr/> <p>3.27 DELIVERYPERIOD: The Crafts shall be at KPL on or before 27.04.2020 in seaworthy and efficient condition after completion of trials and tests by IRS/IACS and shall be in possession of approval of GM (MS). The charter hire will commence from 0600 Hrs on 01.05.2020</p>	<p>Request you to agree delivering of vessel within 6 months of confirmed order</p> <p>Amendment Requested: Once again we humbly request you to please allow the contractor 220 days to deploy the said craft.</p> <hr/> <p>Request to Kindly Amend the Clause as: The Crafts shall be at KPL within 160 Days of LOA in seaworthy and efficient condition after completion of trials and tests by IRS/IACS and shall be in possession of the approval of GM (MS). The charter hire will commence from the day the vessel has reached KPL along with full manning and all the certificates as required by Class and Registering Authority.</p>	<p>Refer Annexure of addendum/ corrigendum notice no.2</p>

		(The said request is made based on other similar tenders called for similar projects by all the Major Port Trust including but not limited to Kolkata Port Trust, Paradip Port Trust, New Mangalore Port Trust, Mumbai Port Trust, Murmagao Port Trust., etc.)	
59	<p>Clause:2.27.3 Pg No:15</p> <p>The Cover - II (Price Bid) of the Pre-Qualified Tenderers will be opened on the date and time so fixed by the General Manager (MS), KAMARAJAR PORT LIMITED and intimated to all the Pre-Qualified Tenderers. One authorized representative of the Pre-Qualified Tenderers shall be permitted to attend the opening of the Price</p>	Kindly give a tentative date so the interested bidder can plan the deployment as the Port is quite strict on deployment crafts.	Will be notified in Website and e-procurement portal with minimum 2 days prior notice.
60	<p>Clause:2.49 Pg No:26</p> <p>The Kamarajar Port Limited reserves the right to accept or reject or split any or all offers or drop the entire tendering process without assigning any reason thereof</p> <p>2.50 Rescue/ Salvage Operation:- Apart from carrying out the duties assigned to the crafts by the General Manager(MS) under the terms and conditions of the contract, the crafts/s may be required for rescue/salvage operations in case of an emergency. Since the rescue and salvage to vessels in distress is a mandatory requirement, the crafts may be required to go beyond the port limits of</p>	<p>Kindly clarify the clause very clearly, as to in which all ways can the Port split this current contract. Does the Port Reserve the right to split the contract between two contractors? If Yes, kindly change/delete the said clause as it would not give the synergy benefit of operating two crafts.</p> <p>Request to kindly delete the said clause as it is impossible to ascertain the expected number of times of such occurrence and also impossible to ascertain cost for such occurrence wherein, the Port is not ready to pay even daily charter hire for the crafts which are hired by them for a long term of 7 years.</p>	Refer Annexure of addendum/ corrigendum notice no.2

	<p>Kamarajar Port, for which all assistance, including extra manning, insurance, etc will be provided by the Contractor. Since the marine casualty is controlled and managed by the DG Shipping, the crafts may be required to assist in any rescue or salvage operations as per their directions.</p> <p>In case of any remuneration or reward earned by the owners of the craft on account of rescue/salvage operations, the same shall be shared with Kamarajar Port Limited equally” after deduction of any extra cost incurred by the contractor. No Daily hire rate will be paid for this period of the salvage operation i.e from the time the Crafts is cast-off for the salvage operation to the time the Crafts is made fast at finger jetty. Kamarajar Port will remain the De facto owner of the crafts for the entire period of such operation.</p>		
61	<p>Clause 3.29</p> <p><u>Maintenance And Operation Of The Crafts:</u></p> <p>(h) A supervisor/ Liaison officer (Engineering officer) will be have to be deputed by the contractor who has to ensure that the crafts are always ready for deployment at Kamarajar Port. The office space will be provided to them and charges will be levied for the same as per prevailing scale of rates.</p>	<p>The office space should be provided free of cost to the successful bidder</p> <p>Please provide the scale of rates. Will there be any escalation in the scale of rates during the tenure of the contract</p>	<p>Space will be provided by Port as per SoR subject to availability.</p> <p>Refer Annexure of addendum/ corrigendum notice no.2</p>

General Manager (Marine Services)

ANNEXURE -1

ADDENDUM/ CORRIGENDUM NOTICE NO: 2

1)Kamarajar port website details and Contact details

a)Company website : www.ennoreport.gov.in, www.kamarajarport.in

b)E- procure website: www.eprocure.gov.in

c)Email : gm-ms@kplmail.in, gm-ms@epl.gov.in, balan@kplmail.in

2)Pg.5 Clause 1.1.1 (v) is replaced as

v) Integrity Pact format as per **Schedule XI and shall be executed in Rs.100/- non judicial stamp paper.**

Additional point (vi) added below

vi) Submission of a letter of self declaration in the company / JV letter head stating that their firm is not blacklisted by any Major port.

3)Pg.8 Clause 2.5 third para is replaced as

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with Integrity Pact (Schedule XI) and **bidder to submit a self declaration stating that their firm is not blacklisted by any Major port.**

4)Pg 8 Clause 2.11.1 para 1 is replaced as

Tenderer should own the Crafts or if the Crafts is/are not owned by the tenderer, he should have entered into an Agreement on or before the last date of submission of the tender with the owner of the Crafts for deploying them at Kamarajar Port Limited or a MOU with a shipyard for constructing the said crafts within permissible mobilization period and shall submit

the valid document to prove the same. The Tenderer who is the owner of the existing craft shall also submit full Technical Specification of the Crafts offered along with the supporting documents, drawing, etc. **The tenderer who is supplying the new build will submit the MOU signed with a shipyard with the proposed specification or MOU signed between the departments if the craft is built by the firm itself with the proposed specification.**

5) Pg 8 Clause 2.11.1 Para 2 and below is replaced as

During the last seven years ending 31.12.2019 the tenderer should have completed similar works experience of value equal to

(a) **Three** similar works each costing not less than Rs.7,36,81,294/- (amount **40%** of the total estimated cost)

OR

(b) **Two** similar works each costing not less than Rs.9,21,01,618/- (amount **50%** of the total estimated cost)

OR

(c) **One** similar work costing not less than Rs.14,73,62,589/- (amount **80%** of the total estimated cost)

Note:

- If any firm is having running contract but partial completed period is meeting the above amount of eligibility criteria as on 31.07.2018, then the firm can also participate in the tender.
- Similar works means chartering/supplying on hire on wet lease of self propelled crafts/offshore vessels/ships/dredgers/Pilot launch's/mooring boats including its manning, technical operation and maintenance of vessels or manning and operation of crafts/offshore vessels/ships/dredgers/pilot launch's/mooring boats registered under Merchant Shipping Act, 1958 or Inland Vessel Act for atleast three years during the last seven years.
- The documentary proof of establish the experience, technical competency of the Tenderer in management and technical operation of the ships/vessels and any other relevant details such as copies of work orders, satisfactory completion certificates, agreements etc should be submitted.

6) Pg 8/9 Clause 2.11.1 Para 3 is replaced as

Similar works means chartering/supplying on hire on wet lease of self propelled crafts/offshore vessels/ships/dredgers/Pilot launch's/Mooring Boats including its manning, technical operation and maintenance of vessels or manning and operation of crafts/offshore vessels/ships/dredgers/Pilot launch's/ Mooring Boats registered under **Merchant Shipping Act, 1958 or Inland Vessel Act.**

If any firm having running contract but partially completed period is meeting above amount of eligibility criteria as on date 31.12.2019, then the firm can also participate in the tender.

7) Pg 9 Clause 2.11.2 (i) is replaced as

The tenderer shall own the Pilot Launches offered for charter to KPL or shall have joint venture with owner of Pilot Launches or have the Pilot Launches on hire /charter/ sub-charter or in legal possession of Contractual obligation or should have entered into an agreement with the owner of the Pilot Launches or should have a MOU with shipyard for building the Pilot Launches or **MOU signed between the departments if the craft is built by the firm itself** confirming delivery within the permissible mobilization period on or before the date of submission of the tender and such arrangement shall be valid for the entire contract period and submit proof for the same along with Tender documents contained in the Cover- I, Techno – Commercial Bid. The tenderer's agreement with the Builder of Pilot Launches of the desired speed **and proposed specification** may also be submitted as proof for ownership. **The bidder intending to supply the new built should submit MOU with builder , GA Plan and Engine Manufacturer Technical data sheet indicating fuel consumption at 100% MCR**

8)Pg 9/10 Clause 2.11.3 Joint venture is replaced as

Joint Venture (JV) firms are allowed to participate in the tender subject to fulfilling the required terms & conditions.

The Joint Venture partner incharge shall be identified and the prequalification criteria (experience, turnover) to be jointly met.

Firms with at least 26% equity holding each shall be allowed to participate and be allowed to jointly meet the eligibility criteria, however the firm which has higher stake would be the lead partner and to the extent declared by all the partners in the Joint Venture agreement.

Joint venture should be in the nature of legally acceptable agreements and such agreements should be notarized.

All Joint Venture agreements, technical collaboration agreement shall ensure that all parties of the joint venture are individually and jointly responsible for the tender conditions and such agreements are legally valid.

An irrevocable affidavit of 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.

The Joint Venture agreement entered upon for the purpose of this tender should continue for entire period of contract. All such agreements shall be irrevocable for the said period.

9)Pg 11 Clause 2.12.2 replaced as

Make model No., BHP, Fuel Oil consumption at 100% MCR of main engine and Auxiliary engine (supported by **Engine manufacturer technical data sheet** from the manufacturer as this information is required for evaluating the price bid.)

10)Pg 11 Clause 2.12.3 is replaced as

Copies of Registration Certificate, Certificate of Class issued by IRS/IACS Class Society for crafts other than new built to be furnished.

11)Pg 12 Clause 2.20 1st Para replaced as

The Crafts offered by the tenderer as per the technical specification submitted by them in the Schedule X shall only be deployed for operation if the offer of the tenderer is accepted. Upon acceptance the offered Crafts should carry out the required tests at Kamarajar Port positively prior to deployment for operation within the stipulated period of seven (7) months from the date of issuance of letter of Award and submit certificates to GM (MS) or his representatives and thereby upon

acceptance of the craft, commence operations . The tenderer should as far as possible give adequate notice but not less than one month notice to KPL regarding their planned schedule of arrival of offered craft to port with indicative date for deployment for confirmation by KPL. The tenderer should positively deploy their offered crafts within the stipulated period of seven (7) months from the date of issuance of letter of Award

Other following paras after para 1 of Clause 2.20 stands deleted.

12) Pg 13 Clause 2.22 is replaced as

The tender submission shall be typed or written in indelible ink and all pages of the tender shall be signed. The Tenderer shall submit the tender duly completed and shall be without any alterations, interlineations, corrections or erasures except those in accordance with the addendum (s) corrigendum (s) so issued by the port or as may be required and necessary to correct errors made in the tender earlier. All such cancellations/alterations/ amendments/ changes shall be initialed by person(s) signing the tender and duly authorized. If any discrepancies are observed between figures and words in the rates quoted, while evaluating the bid, the rates quoted in words shall supersede the rates quoted in figures.

13)Pg 13 clause 2.23 is replaced as

The Tenderer shall quote the price payable as charter hire per day (excluding GST) in BOQ in Indian Rupees only. No other currency would be accepted. Any offers received in other currencies will be treated as “Non Responsive” as per the clause 2.29 and will not be considered for further evaluation.

14) pg 15/16 Clause 2.28 An additional point(xi) incorporated as per sequence

(xi)Submission of a letter of self declaration in the company / JV letter head stating that their firm is not blacklisted by any Major port.

15)Pg 16 Clause 2.29 point (iii) is replaced as

(iii) The Charter Rate is not quoted in BOQ as per the instructions given in the Tender Document.

16)Pg.19/20 clause 2.37 point (iii) is replaced as

(iii) S.D Circular – 2/2002 dated 08/11/2002 of Directorate General of Shipping shall be applicable for the evaluation of the tender. Further, amendments to the guidelines, if any, issued by DG Shipping shall also be applicable.

17)Pg 21 Clause 2.39 is replaced as

2.39.1 The successful Tenderer shall send the Letter of Acceptance (AL) within reasonable period of time not exceeding 07 days from the date of issuance of the Letter of award (LOA). In case the successful Tenderer fails to send the Letter of Acceptance (AL) within the period stipulated above, the LOA is liable for cancellation and the EMD of such successful tenderer shall be forfeited.

2.39.2 Any correspondence/clarification /requests etc., whatsoever received from the Tenderer after the receipt of the Letter of Acceptance (LA) by the Kamarajar Port shall not be entertained and no extension of time will be granted except for genuine reasons of no willful default . The decision for such an extension will be on KPL's discretion.

2.39.3 The successful Tenderer(s) shall sign the Agreement within 15 days from date of issue of Letter of Acceptance(AL) by the tenderer. The successful tenderer shall furnish the Security Deposit for Performance Guarantee for an amount equal to 10% of the accepted tender value for one year arrived after calculating the total amount payable for 365 days for each crafts in the form of the Bank Guarantee before signing the agreement for the performance of the Craft offered. If the successful Tenderer fails to come forward within the stipulated time of 15 days to sign the Agreements, the Letter Of Award (LOA) is liable for cancellation and the EMD of the contractor will be forfeited. Also KPL will invoke necessary actions as deemed fit in case the tenderer fails to come forward within the stipulated time for signing the agreement. The Tenderer shall not be allowed to sign the Agreement without submitting the Performance Guarantee as per tender conditions.

18) Pg 21 Clause 2.40.1- 1st para is replaced as

The Tenderer who has been awarded the contract for Chartering of Crafts should deploy crafts as per the specification submitted by them in the Schedule-X and shall commence operations on date not later than the stipulated period of seven (7) months from the date of issuance of letter of Award. The crafts should reach port limits allowing adequate time for performing the inspection, survey, tests by IRS /IACS and subsequent acceptance by KPL prior to expiry of seven (7) months from the date of issue of letter of award.

2nd Para is replaced as

Any delay in delivery of the Crafts by the owner or builder of the Crafts or transshipment delays or any other reason will not be accepted for delay in Commencement of operations.

3rd Para is replaced as

The crafts offered by the tenderer as per the specification submitted by then in Schedule X shall only be deployed by for operation if the offer of tender is accepted.

Other following paragraphs after para 3 of Clause 2.40.1 stands deleted.

19)Page 22/23 Clause 2.40.2 is replaced as

The successful Tenderer for chartering the Crafts shall arrange for IRS/IACS as third party for Survey, inspection and trials wherein IRS/IACS shall certify that the vessel and bidders submissions are complying with tender conditions and submit proof thereof to General Manager (MS) for acceptance. The trials shall be carried out at Kamarajar Port with full manning crew on board. The tenderer shall ensure that the Crafts are under Class throughout the Contract period. No vessel related charges, berth hire etc will be charged to crafts arriving for purpose of deployment at Kamarajar Port Limited, to facilitate the contractor to get familiarized with port & to carryout pre- induction survey.

General Manager (MS) or his Representative after scrutiny of certificates including Classification Society Certificate, Insurance, IRS/IACS trial reports and other documents may if necessary order for further survey / inspection / trials. On

satisfactory conduct of survey / inspection / trials and confirming the validity of certificates and other documents, the Crafts will be accepted in writing for operation at Kamarajar Port.

The crafts shall be on standby after receiving the acceptance letter and the charter hire will commence from 0600 Hrs on the date of deployment after acceptance.

The period between actual acceptance and commencement of operation is to be used to facilitate the crafts crew to get familiarized with port and to carry out pre induction surveys.

The Tenderer shall take prior permissions for his requirements like Berthing, bunkering, authorizations for getting the passes, Gate Passes for bringing materials etc., from the Controlling Officer i.e GM(MS) or his representative.

The offered Crafts should display the Name of the Port with Logo and Pilot boat in the accommodation area or in a conspicuous location as per KPL's requirement. Adequate lighting to be provided in that area enable to identify by other Crafts and Ships at night time.

20) Pg 23/24 Clause 2.42 Paragraph after point no. (iv) is replaced as

All insurance obtained by the Successful Tenderer in accordance with this Article shall be maintained with insurer or re-insurers, and on terms consistent with Good Industry Practice. All insurance policies obtained by the Tenderer shall include a primary and non-contributing endorsement. The contractor needs to indemnify KPL of any such liability which is not covered under P&I and points (i) to (iv) above during the currency of contract. The Successful Tenderer shall furnish to Kamarajar Port, copies of certificates of insurance, copies of the insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) signed by an authorized representative of the insurer and copies of all premium payment receipts in respect of such insurance received from each insurance carrier.

21)Pg 25/26 Clause 2.45 the table below 1st para is replaced as

From the time and date of such non availability / In-operation – upto 20	20% of hire charges per day or part thereof
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days	
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Clause 2.45 (1) heading is replaced as

If the craft is not operational even after 20 days

Clause 2.45 (2) heading to be replaced as

If the Contractor fails to provide the substitute craft after 30 days

Clause 2.45 (1) If the craft is not operational even after 20 days 3rd para to be replaced as

The sister/ similar/substitute Craft which is deployed by the contractor shall be required to operate for a maximum period of 150 days only The arrangement shall be made to deploy the originally offered Crafts latest within the 150 days failing which, the contract is liable to be terminated. If the offered craft is rendered beyond repair which is based on certification by IRS /IACS , the substitute craft with similar or better specifications only may be permitted to continue for remaining currency period of contract.

Clause 2.45 (2) If the craft fails to provide the substitute craft after 30 days point (C) to be replaced as

(c) If by the 30th day from the time and date the offered Craft is inoperative/breakdown, the contractor expresses his inability to provide the original or substitute craft KPL will continue with the hired market craft for a period upto 60 days as per conditions mentioned in (a) and terminate the contract if craft remains inoperative after the above said period.

22)Pg 26 Clause2.49 Heading and content is replaced as

2.49 KAMARAJAR PORT LIMITED’S RIGHT TO ACCEPT REJECT ANY TENDER OR CANCEL THE ENTIRE TENDER PROCESS.

The Kamarajar Port Limited reserves the right to accept or reject any or all offers or drop the entire tendering process without assigning any reason thereof.

23) Pg 27 Clause 2.50- 2nd para is replaced as

In case of any remuneration or reward earned by the crafts , the same belongs to Kamarajar Port Limited as a defacto Owner and any extra cost incurred by the contractor will be paid by Kamarajar Port. Daily hire rate will be paid for the period of the salvage operation .

24)Pg 30 Clause 3.2.4.3 – 2nd para is replaced as

During the break down period which exceeds the available down time period, no berth hire/ port charges, fuel cost would be charged on the craft(s) upto 20 days only. After 20 days all charges as per prevailing Scale of Rates will be applicable. However if a substitute craft/ sister/ similar craft is provided the daily hire rate will be paid from the time the sister/ similar crafts is provided for the ports use as per the rate for the contracted crafts and imposition of penalty will cease from that time. **The Contractor shall also be required to make payment for fuel consumed if any by the crafts, whenever the crafts are not available for operation beyond the allowed maintenance period (Paid Downtime) ie Any consumption over the available ROB of fuel at the time of completion of paid downtime will be charged.**

25) Pg 31 Clause 3.4.1- 3rd Para is replaced as

Only one craft will be permitted at a time for the purpose of carrying out statutory dry- dock (ie once in five (5) years for each craft) . The period allowed for statutory dry dock is maximum 15 days. The craft will be allowed for dry docking only if other craft ie 2nd craft is fully operational. During this said period of dry docking charter hire will not be paid. Dry-dock planning will be done after obtaining prior permission from GM(MS). Any period exceeding 15 days but not exceeding 30 days , no charter hire will be paid and additionally penalty at the rate of 20% of hire charges per day or part thereof will be levied. This provision is applicable exclusively for carrying out statutory dry dock only and not for any breakdown maintenance, repair etc.

26) Pg 32 Clause 3.4.3 is replaced as

Any planned statutory dry dock for the crafts can be done only with prior permission of GM(MS). Only one craft at a time will be permitted for Dry Dock subject to the other craft being fully operational.

27) Pg 32 Clause 3.6.1 is replaced as

The breakdown time of the Crafts shall commence, when the Crafts fails to report for the operations, whenever the Signal Station or Officers-in-charge of operation makes requisition for the Crafts and the Crafts are not made available due to breakdown or for any other reasons. After the completion of the breakdown maintenance, the Master/Engineer of the crafts has to inform the readiness of the Crafts to the Officer-in-charge/Signal Station. Thereafter, the breakdown period shall come to an end. Payment of charter hire will be made during the breakdown period if paid downtime is utilized. No charter hire will be paid upon completion of paid downtime.

Other following paragraphs after para 1 of Clause 3.6.1 stands deleted

28)Pg 33 Clause 3.7 is replaced as

The Tenderer shall confirm to maintain the Crafts in its original class or under any IACS class at his cost and time , during the entire contract period. The Tenderer also shall confirm to maintain the Crafts in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with the act under which it is registered and agree to operate the Crafts and to provide the Class certificate (IRS/ IACS) at the Tenderer's cost.

29)Pg 36 Clause 3.13.1 1st Para is replaced as

The KAMARAJAR PORT LIMITED shall make monthly payment for the Crafts at the Charter rate per Craft per day as quoted and accepted in Indian Rupees after adjusting the recoveries payable by the Contractor under this Agreement.

Other following paragraphs remains in clause 3.13.1

30) Pg 37 Clause 3.17 is replaced as

The successful Tenderer shall furnish an unconditional and irrevocable Bank Guarantee for total value of 10% of the yearly contract cost valid for a period of 12 months on renewable basis which has to be renewed every year or for the entire period of the contract prior to signing the agreement ie, within 15 days from the date of issue of LOA. The validity of the BG should be 12 months or for the entire contract period of seven (7) years with additional 3 months claim period respectively from any Indian Nationalized bank / Scheduled bank enforceable and en-cashable at Chennai. The Kamarajar Port Limited will have unconditional option under the Guarantee to invoke the said Bank Guarantee and to claim the amount from the Bank.

The Bank shall be obliged to make payment to the Kamarajar Port Limited upon mere demand without any demur. The Bank Guarantee shall be furnished in the format enclosed to the Tender Document. In the case of extension of contract beyond (84)Eighty Four months + (7) seven months building period along with claim period of additional (3)Three months, the contractor is required to extend the validity of the performance bank guarantee suitably as required by the Kamarajar Port Limited. The Successful Tenderer shall not be permitted to sign the agreement without submitting the performance guarantee. In case of BG renewal every year, the contractor should submit the renewed BG 15 days prior to expiry.

31) Pg 38/39 Clause 3.19 the table below 1st para is replaced as

From the time and date of such non-availability / In-operation – upto 20 days	20% of hire charges per day or part thereof
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Clause 3.19 (1) heading is replaced as

If the craft is not operational even after 20 days

Clause 3.19 (2) heading is replaced as

If the Contractor fails to provide the substitute craft after 30 days

Clause 3.19 (1) If the craft is not operational even after 20 days 3rd para to be replaced as

The sister/ similar/substitute Craft which is deployed by the contractor shall be required to operate for a maximum period of 150 days only The arrangement shall be made to deploy the originally offered Crafts latest within the 150 days failing which, the contract is liable to be terminated. If the offered craft is rendered beyond repair which is based on certification by IRS /IACS , the substitute craft with similar or better specifications only may be permitted to continue for remaining currency period of contract.

Clause 3.19 (2) If the craft fails to provide the substitute craft after 30 days point (C) to be replaced as

(c) If by the 30th day from the time and date the offered Craft is inoperative/breakdown, the contractor expresses his inability to provide the original or substitute craft KPL will continue with the hired market craft for a period upto 60 days as per conditions mentioned in (a) and terminate the contract if craft remains inoperative after the above said period.

32)Pg-41 Clause 3.26 is replaced as

The Contractor shall comply with all acts, regulations , rules and bye laws related to operation of a crafts in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Shipping, MMD etc. for deploying the crafts for service in the port, before the crafts is put into service.

33)Pg-41/42 Clause 3.29 point (d) is replaced as

The crafts should have a set of competent and qualified Master and Crew, as required by statutory regulation and manning at any time not below the manning requirement as per RSV IV

34)Pg-42 Clause 3.30 2nd para is replaced as

KPL will provide only shore power, water, and fuel to the crafts. Other facilities like Office Space or space for placing work containers shall be provided subject to availability subject to payment of applicable charges as per prevailing SOR . Water Front area (subject to availability) for repairs will be provided on chargeable basis as per applicable rates as per SOR, whilst the crafts are on hire. Apart from the above, no other services including lubricants or fluids shall be provided by the KPL. Port's common rest rooms , bath rooms constructed for stakeholder's use can be used .

35) Pg-43 Clause 3.32.1 is replaced as

In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably. In the event there is no amicable resolution of the dispute or difference between the parties within thirty days from the date of notice of the said dispute or difference by either party, such dispute or difference shall be referred to arbitrator to be nominated as per the applicable standard clauses as per The Arbitration and Conciliation Act in force. Provided that notwithstanding the escalation of any dispute or

difference to arbitration, (save and except such disputes as has arisen out of, or in connection with termination), the Contractor acknowledges and undertakes that its obligations under the contract shall continue to subsist and its work under the contract shall continue without interruption during the subsistence of the dispute or difference.”

35) Pg -43 Clause 3.33 Point (v) and (vi) is replaced as

(v)When the speed of the Craft(s) falls below norms set in scope of work and general conditions of contract including clause 3.19

(vi) In case of indiscipline of the crew of the Craft or refusal to carry out the orders of the General Manager (MS) or his authorized representative , the respective crew should be replaced by the contractor at the earliest but not later than 120 hrs.

36)Pg 44 Clause 3.34.1 is replaced as

The Kamarajar Port Limited has the right to foreclose the contract for National Security, National Emergency and in general public interest.

The Kamarajar Port Limited will endeavor to issue a written notice of not less than 3 months of the intended foreclosure to the Contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor shall take the Crafts and employ anywhere the contractor intends to go.

The Kamarajar Port also has the right to foreclose in case of continued non performance by the contractor with respect to non compliance of Tender conditions, operational short falls, variation in declared fuel consumption etc.

In case of any continued default to comply tender conditions, the contractor will be given a notice of 15 days notice for rectification. Thereafter, the contractor will be served 3 months notice for foreclosure. Contractor shall continue to work in the notice period at the same Charter Rate.

37) Pg – 44 Clause 3.35.2 is replaced as

“The term force majeure shall mean War and Any prevailing Acts & Regulation of Government of India, State Government or any Local Government or events of Act of God such as flood, Landslide, volcanic eruption or fire, war, hostilities (whether War be declared or not), invasion, act of foreign enemies, Rebellion, revolution, insurrection or military or usurped power Or civil war”.

38)Pg-48 Clause 4.1 (M), (Q) is replaced as

M	Registration and Manning	:	MS Act RSV IV
Q	Special Conditions	:	<ol style="list-style-type: none"> 1. Crafts should be used for assisting (push/pull)smaller vessels .vessel should be equipped accordingly with fender all round. 2. Pilot Launches should have enough manpower for operation and not below the manning requirement as per RSV IV at all times 3. Pilot Launches should be capable and equipped to handle booms as the same will be used for laying the booms around the vessel in Port . 4. Oil spill response fittings if required will be fitted in the offered crafts at the cost of KPL without affecting the stability of the crafts. 6. Additionally over the requirement of LSA equipments as per certificate, Each pilot Boat should carry at all times Five (5) numbers of inflatable life vest for use by personnel apart from the crew of the craft when boarding the craft .

Below the tabular column following inserted.

*Technical specification of each pilot launch should be complied, moreover, no additional charges for any superiority with regard to superior manning and registration will be paid.

39) Pg-49 Clause 4.4 is replaced as

4.4 Joint on hire survey/off hire survey will be carried out at Kamarajar Port by Competent surveyors to assess the quantity of fuel on board. On hire / off hire survey at Contractor's time and Cost .

40) Pg-50 Clause 4.10 is replaced as

All operational costs including wages (Minimum Wages Act and any other applicable Acts), allowances, victualing, insurance of Personnel, Hull and Machinery, Protection and Indemnity, Stores, lubricants and equipments will be borne by the Contractor. Repairs, survey and other requirements to keep the Crafts operational will be to Contractor's account .Non availability of Crafts during charter period and inability of Crafts to perform the assigned duties or due to any other reasons crafts not in position to comply charterer's work instruction , will lead to nonpayment of daily hire charges, for the period Crafts(s) was (were) not made available and penalty Clause of the Charter Party Agreement shall apply.

41) Pg – 55 Clause 5.1.14 is replaced as

'CHARTER PERIOD' means currency of contract period of **7(Seven) years extendable upto a period of Two (2) Years for Two nos Pilot Launches at the discretion of the KAMARAJAR PORT LIMITED** commencing from the date of commencement of Operations at the KAMARAJAR PORT LIMITED on charter from the contractor as per the same terms and conditions of contract.

42) Pg 57 Clause 5.2.4.3 – 2nd para is replaced as

During the break down period which exceeds the available down time period, no berth hire/ port charges, fuel cost would be charged on the craft(s) upto 20 days only. After 20 days all charges as per prevailing Scale of Rates will be applicable However if a substitute craft/ sister/ similar craft is provided the daily hire rate will be paid from the time the sister/ similar crafts is provided for the ports use as per the rate for the contracted crafts and imposition of penalty will cease from that time. **The Contractor shall also be required to make payment for fuel consumed if any by the crafts, whenever the crafts are not available for operation beyond the allowed maintenance period (Paid Downtime) ie Any consumption over the available ROB of fuel at the time of completion of paid downtime will be charged.**

43)Pg 58 Clause 5.4.1- 3rd Para is replaced as

Only one craft will be permitted at a time for the purpose of carrying out statutory dry-dock (ie once in five (5) years for each craft) . The period allowed for statutory drydock is maximum 15 days. The craft will be allowed for dry docking only if other craft ie 2nd craft is fully operational. During this said period of dry docking charter hire will not be paid. Dry-dock planning will be done after obtaining prior permission from GM(MS). Any period exceeding 15 days but not exceeding 30 days ,No charter hire will be paid and additionally penalty at the rate of 20% of hire charges per day or part thereof will be levied. This provision is applicable exclusively for statutory drydock purpose only and not for any breakdown maintenance, repair etc.

44) Pg 58/59 Clause 5.4.3 is replaced as

Any planned statutory dry dock for the crafts can be done only with prior permission of GM(MS). Only one craft at a time will be permitted for Dry Dock subject to the other craft being fully operational.

45) Pg 59 Clause 5.6.1 is replaced as

The breakdown time of the Crafts shall commence, when the Crafts fails to report for the operations, whenever the Signal Station or Officers-in-charge of operation makes requisition for the Crafts and the Crafts are not made available due to breakdown or for any other reasons. After the completion of the breakdown maintenance, the Master/Engineer of the crafts has to inform the readiness of the Crafts to the Officer-in-charge/Signal Station. Thereafter, the breakdown period shall come to an end. Payment of charter hire will be made during the breakdown period if paid downtime is utilized. No charter hire will be paid upon completion of paid downtime.

Other following paragraphs after para 1 of Clause 5.6.1 stands deleted

46)Pg 60 Clause 5.7 is replaced as

The Tenderer shall confirm to maintain the Crafts in its class or under any IACS class at his cost and time , during the entire contract period. The Tenderer also shall confirm to maintain the Crafts in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with the act under which it is registered and agree to operate the Crafts and to provide the Class certificate (IRS/ IACS) at the Tenderer's cost.

47)Pg-62 Clause 5.13.1 - 1st para is replaced as

The KAMARAJAR PORT LIMITED shall make monthly payment for the Crafts at the Charter rate per Craft per day as quoted and accepted in Indian Rupees after adjusting the recoveries payable by the Contractor under this Agreement.

2nd Para remains

48) Pg 64 Clause 5.17 is replaced as

The successful Tenderer shall furnish an unconditional and irrevocable Bank Guarantee for total value of 10% of the yearly contract cost valid for a period of 12 months on renewable basis which has to be renewed every year or for the entire period of the contract prior to signing the agreement ie, within 15 days from the date of issue of LOA. The validity of the BG should be 12 months or for the entire contract period of seven (7) years with additional 3 months claim period respectively from any Indian Nationalized bank / Scheduled bank enforceable and en-cashable at Chennai. The Kamarajar Port Limited will have unconditional option under the Guarantee to invoke the said Bank Guarantee and to claim the amount from the Bank. The Bank shall be obliged to make payment to the Kamarajar Port Limited upon mere demand without any demur. The Bank Guarantee shall be furnished in the format enclosed to the Tender Document. In the case of extension of contract beyond (84)Eighty Four months + (7) seven months building period along with claim period of additional (3)Three months, the contractor is required to extend the validity of the performance bank guarantee suitably as required by the Kamarajar Port Limited. The Successful Tenderer shall not be permitted to sign the agreement without submitting the performance guarantee. In case of BG renewal every year, the contractor should submit the renewed BG 15 days prior to expiry.

49) Pg 64/65 Clause 5.19 the table below 1st para is replaced as

From the time and date of such non-availability / In-operation – upto 20 days	20% of hire charges per day or part thereof
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Clause 5.19 (1) heading is replaced as

If the craft is not operational even after 20 days

Clause 5.19 (2) heading is replaced as

If the Contractor fails to provide the substitute craft after 30 days

Clause 5.19 (1) If the craft is not operational even after 20 days 3rd para to be replaced as

The sister/ similar/substitute Craft which is deployed by the contractor shall be required to operate for a maximum period of 150 days only The arrangement shall be made to deploy the originally offered Crafts latest within the 150 days failing which, the contract is liable to be terminated. If the offered craft is rendered beyond repair which is based on certification by IRS /IACS , the substitute craft with similar or better specifications only may be permitted to continue for remaining currency period of contract.

Clause 5.19 (2) If the craft fails to provide the substitute craft after 30 days point (C) to be replaced as

(c) If by the 30th day from the time and date the offered Craft is inoperative/breakdown, the contractor expresses his inability to provide the original or substitute craft KPL will continue with the hired market craft for a period upto 60 days as per conditions mentioned in (a) and terminate the contract if craft remains inoperative after the above said period.

50) Pg-67 Clause 5.26 is replaced as

The Contractor shall comply with all acts, regulations , rules and bye laws related to operation of a crafts in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Shipping, MMD etc. for deploying the crafts for service in the port, before the crafts is put into service.

51)Pg-68/69 Clause 5.29 point (d) is replaced as

The crafts should have a set of competent and qualified Master and Crew, as required by statutory regulation and manning at any time not below the manning requirement as per RSV IV

52)Pg-69 Clause 5.30 2nd para is replaced as

KPL will provide only shore power, water, and fuel to the crafts. Other facilities like Office Space or space for placing work containers shall be provided subject to availability subject to payment of applicable charges as per prevailing SOR . Water Front area (subject to availability) for repairs will be provided on chargeable basis as per applicable rates as per SOR, whilst

the crafts are on hire. Apart from the above, no other services including lubricants or fluids shall be provided by the KPL. Port's common rest rooms , bath rooms constructed for stakeholder's use can be used .

53) Pg- 69/70 Clause 5.32.1 is replaced as

In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably. In the event there is no amicable resolution of the dispute or difference between the parties within thirty days from the date of notice of the said dispute or difference by either party, such dispute or difference shall be referred to arbitrator to be nominated as per the applicable standard clauses as per The Arbitration and Conciliation Act in force. Provided that notwithstanding the escalation of any dispute or difference to arbitration, (save and except such disputes as has arisen out of, or in connection with termination), the Contractor acknowledges and undertakes that its obligations under the contract shall continue to subsist and its work under the contract shall continue without interruption during the subsistence of the dispute or difference.”

53) Pg -70 Clause 5.33 Point (v) and (vi) is replaced as

(v)When the speed of the Craft(s) falls below norms set in scope of work and general conditions of contract including clause 5.19

(vi) In case of indiscipline of the crew of the Craft or refusal to carry out the orders of the General Manager (MS) or his authorized representative , the respective crew should be replaced by the contractor at the earliest but not later than 120 hrs.

54)Pg- 71 5.34 Clause 5.34.1 is replaced as

The Kamarajar Port Limited has the right to foreclose the contract for National Security, National Emergency and in general public interest.

The Kamarajar Port Limited will endeavor to issue a written notice of not less than 3 months of the intended foreclosure to the Contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor shall take the Crafts and employ anywhere the contractor intends to go.

The Kamarajar Port also has the right to foreclose in case of continued non performance by the contractor with respect to non compliance of Tender conditions, operational short falls, variation in declared fuel consumption etc.

In case of any continued default to comply tender conditions, the contractor will be given a notice of 15 days notice for rectification. Thereafter, the contractor will be served 3 months notice for foreclosure. Contractor shall continue to work in the notice period at the same Charter Rate.

55) Pg 71 5.35 clause 5.35.2 is replaced as

“The term force majeure shall mean War and Any prevailing Acts & Regulation of Government of India, State Government or any Local Government or events of Act of God such as flood, Landslide, volcanic eruption or fire, war, hostilities (whether War be declared or not), invasion, act of foreign enemies, Rebellion, revolution, insurrection or military or usurped power Or civil war”.

56)Pg -76/77 SCHEDULE -III

Point (b) is replaced as

b) We, the Guarantor, shall without demur, pay to the KPL an amount not exceeding Rs.....(Rupees.....only) within Five (5) working days of receipt of a written demand thereof from the KPL stating that the Successful Bidder has failed to meet its performance obligations as stated in Clause (i) above.

Point (d) Be read as and Incorporated As applicable contractor's option

d) This Guarantee shall be valid and shall remain in force for a period of 12 (twelve) months and have a claim period of (3) months totalling (15) months i.e., upto and inclusive of(date).

OR

d) This Guarantee shall be valid and shall remain in force for a period of 91 (ninety one) months and have a claim period of (3) months totalling (94) months i.e., upto and inclusive of(date).

(Note : Which ever is applicable to be filled and prior submission and the other option to be deleted, additional 7 months

prior to deployment and 84 months after deployment)

57) Pg -82/83 Schedule VII –standard clauses remain

58) Pg.84-85 Schedule VIII Sl.No.2 is replaced as and Sl.No.15 added as below

2	Cl.No2.4 Instructions to Tenderers	Proof of submission/ copy of Earnest Money Deposit / Exemption certificate as per MSME/NSIC	
15	Cl.No.1.1.1 (vi) contents of cover (techno commercial bid)	Submission of a letter of self declaration in the company/JV letter head stating that their firm is not blacklisted by any Major Port	

59) Pg – 87 Schedule X Pre-Note Below the Title is added as follows

NOTE - “ Bidders should endeavour to diligently provide the technical specifications of the proposed crafts. In case of new built crafts the specification not available may be mentioned as “will be submitted prior department for trials with supporting”. However Specification clauses 4.1 and fuel consumption @ 100% MCR as per the Engine manufacturer technical data sheet must be duly filled up”.

60) Pg – 91 Schedule XI Format enclosed

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**General Manager (Marine Services)
Kamarajar Port Ltd**