

CORRIGENDUM – I

Tender No. DGS/ETV/2017-18 to 2020-21

Tenders for providing one ETV in Indian Waters in the monsoon of 2017-2021

This is in reference to the Pre-bid meeting held on 26.04.2017 in the Conference Room of this Directorate as per the tender document uploaded on website. Based on deliberations, queries raised by the bidders have been clarified in the amended text as given below .

Interested parties are requested to note following changes to the Tender Document:

Sr.No.	Details of clause / page no.	Original Text	Amended Text (may read as)	Remark / Clarification
Section I				
1	3 (13) / 7	Performance Bank Guarantee to be 10% of contract value for firm period	Since the contract is for a firm period of 4 years, the Performance Bank Guarantee for 10% of Annual contract value cannot be considered.	As per provision of GFR on 10% total amount of the contract.
2	3 (17)/8	The details of the IEM appointed for this tender.	The Directorate has not yet appointed IEM.	A suitable decision in this regard will be taken in due course.
3	3.2 /8 & 5.9/9	Point No.3.2 states that submission of bill in physical form whereas as per Point No.5.9 all the bid documents have to be digitally signed and uploaded on website.	Please be advised that bids are to be submitted in hard copies sealed in covers as mentioned in clause No.3.2 of section.	Bids are not to be uploaded on Website. Accordingly, Clause No 5.9 has been amended.
4	3.3/8	<i>The part of the clause</i> “The tenderer shall also submit a certificate separately from the bank issuing the bank guarantee, that the signatories of the guarantee are authorized to do so on behalf of the bank.”	This sentence stands deleted as outcome of deliberations of Pre-bid meeting with prospective bidders.	To avoid duplication, amendment has been made.
5	3.4/8 4.3/9	Text of clause 3.4	Clause 3.4 is	Clause 3.4 is

			<p>associated with the EMD may be forfeited to DGS and the bid would be cancelled. It applies after the finalization of tender.</p> <p>Whereas, clause 4.3 is applicable while evaluation of a bid and holds good for disqualification at the preliminary stage itself.</p>	applicable after the award of contract.
6	4.1(x)/9	The original tender document along with original forwarding letter issued to the Bidder by DG Shipping, signed and stamped on each page by the Bidder	<p>May read as :</p> <p>“Downloaded tender document duly signed and stamped on each page by the Bidder.”</p>	Inadvertent error.
7	4.3 (xiv)/10	If there are any difference/discrepancies in the contents submitted in technical and price bid which were submitted in hardcopy as well as e-portal	<p>May read as :</p> <p>“If there are any difference/discrepancies in the contents submitted in technical and price bid which were submitted in hardcopy.”</p>	Since documents are no longer required to be uploaded in soft copy in e-portal the remaining is deleted.
8	5.3 /11	The prices along with price related conditions shall be filled online in the Price bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place. Un-price techno-commercial bids shall be submitted in the prescribed bid pro-forma as per Appendix III. The above appendix shall be duly filled in without any alternation to DGS's pro-forma whether quoting for full items or not. All other techno-commercial document other than price details to	Full text stands deleted as an outcome of Pre-bid meeting with prospective bidders.	Since the techno-commercial bids are required to be submitted in hard copies, the issue of digital signature does not arise. The requirement of filling the information in the price bid screen as mentioned has been deleted.

		<p>be submitted with un-priced bid as per tender requirement should be placed in the un-priced bid folder. The bid and all attached documents should be digitally signed using digital signature issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000(as amended from time to time) before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not authorized the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee</p>		
9	5.7/11	<p>The bids can only be submitted in the name of the Bidder in whose name the bid documents have been purchased. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexure /Appendices. It shall be complete and free from ambiguity, change or interlineations</p>	<p>May read as : "The bidders can download tender document from DGS website. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexure/Appendices. It shall be complete and free from ambiguity, change or interlineations."</p>	<p>Since the document is not sold, the relevant text has been deleted.</p>
10	5.9/11	<p>The bid including all attached documents</p>	<p>May read as :</p>	<p>Considering the submission of</p>

		shall be digitally signed by duly authorized representative of the bidding company. Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed. Power of attorney for the signatory, issued by the bidding company should be submitted along with other documents as per tender conditions in physical form in sealed envelope as per relevant clause regarding submission and opening of bids contained in the tender document.	Power of attorney for the signatory, issued by the bidding company should be submitted along with other documents as per tender conditions in physical form in sealed envelope as per relevant clause regarding submission and opening of bids contained in the tender document.	techno/ commercial bid are in hard copies in two separate sealed envelope, the requirement of filling the information in the price bid screen as mentioned in clause 5.3, pg.11 and other related clauses is not necessary.
11	9.6 /13	Conditional Tender will be rejected outright considering it as “Non-responsive offer”.	Stands deleted	Same clause is repeated in 9.4.
12	9.7/13	The request for clarification and the response shall be in writing, or by fax or by person, but no change in price or substance of the Tender shall be sought, offered or permitted.	Stands deleted	Same clause is repeated in 9.5.
Section II				
13	2.13/16	“Authority” shall mean The Directorate General of Shipping (DGS)/MoS	“Competent Authority” shall mean The Directorate General of Shipping (DGS)/MoS	
14	4.3/16	In the text ‘Appendix IX’ has been mentioned	Need to be replaced by ‘Appendix VIII’	Inadvertently ‘Appendix IX’ was written instead of ‘Appendix VIII’
15	5.1,5.2 &5.3/17	The text relates to : 5.1 & 5.2 - On hire and	5.3 may read as : Additionally, if the contractor wishes to get	

		<p>off hire surveys to be carried out by charterer.</p> <p>Prior to delivery and redelivery at the agreed port, both the Charterer (DGS) and the Owner (Contractor) shall appoint surveyors who shall conduct joint on-hire/off-hire surveys. A single report shall be prepared on each occasion and signed by each surveyor. In case two separate surveyors are appointed by each party, then the surveyor's fee shall be borne by the respective parties. In the event both parties hereto, appoint the same surveyor then the surveyor's at the time of on-hire shall be borne by the Owner (Contractor) and at the time of off-hire by the Charterer</p>	<p>on- hire / off- hire surveys done over and above what has been stated in the clauses 5.1 & 5.2, then it shall bear the cost of such surveys.</p>	
16	5.4/17	<p>A joint survey will be carried out at Mumbai Port before the ETV/s are accepted for service in the Port and on termination of the contract to determine its condition. On hire / Off hire survey to be carried out in presence of third party, at the cost of tenderer.</p>	<p>Stands deleted.</p>	
17	5.5/17	<p>Directorate General of Shipping will not be responsible for any damage suffered by the ETV/s due failure of the ETV/s or errors of the ETV Master and crew.</p>	<p>May be read as: Directorate General of Shipping will not be responsible for any damage suffered by the ETV due to failure of the ETV or errors of the ETV Master and crew.</p>	<p>Typographical error.</p>
18	12.2/20	<p>The Tenderer should opt for ECS payment, if the</p>	<p>The Tenderer should opt for ECS payment, if</p>	<p>MICR reference has been deleted.</p>

		tenderer is located in Mumbai. The Tenderer located outside Mumbai and anywhere in India may opt for payment through National Electronic Clearing System (NECS) provided that the concerned branch of bank is core banking enabled and MICR code starts with number other than zero.	the tenderer is located in Mumbai. The Tenderer located outside Mumbai and anywhere in India may opt for payment through National Electronic Clearing System (NECS).	
19	13.1/21	Original text as it is.13.1. However, it does not include the text on changes in the service tax rules that may take place during the currency of the contract or implementation of GST.	The part of the clause which read from 12.4 page 20 as : “Such service tax amount shall be reimbursed along with the running A/c bill on production of relevant document proof. The incremental amount of service tax due to increase in the existing rate of tax and any new Tax, Duties etc. applicable as per new legislation for the services provided under the contract, shall be paid to the contractor on production of its proof of payment.”	It takes care of changes in the new service tax rule. Clause 13.1 should be read with clause 12.4.
20	15 /23	The successful bidder will be required to submit a Performance Bank Guarantee (PBG), as per format enclosed at Appendix IV , in favor of DGS towards performance of the contract for an amount of 10% of contract value for a firm period of contract i.e. for 4 years, within 10 days of receipt of award of contract by the successful bidder. The	As per GFR rule the PBG should be 10% of contract value.	No change allowed. It is in line with provision of GFR.

		PBG should be valid for a period <u>upto 31.03.2022</u> and to be extended by further three months on each extension.		
21	15.1/23	Related to Performance Bank Guarantee : “The PBG for an amount of 10% of the contract value for a firm period of contract i.e for 4 years should be valid for a period upto 31.03.2022	No change is required.	No change allowed. It is in line with provision of GFR.
22	17 (6)/25	For Non-availability of offered vessel/substitute vessel beyond consecutive 5 days, the penalty % of Charter Hire has been mentioned as 200% daily charter hires. (Means vessel will be considered off-hired. No Charter Hire paid, plus 100% charter hire rate as penalty.)	Request for consideration of maximum of 125% i.e. non-payment of charter hire (100%) and additional 25% of charter hire to be paid by contractor as penalty, is not acceptable.	The penalty has been imposed on considering the fact of either vessel or substitute is ready all the time for the purpose of its assistance in emergency.
23	19.4/26	DP-I system should maintain position with +/- 5 Meter in Sea State 3. DP-I is to be used as per requirement of field in FIFI & SAR mode. The DP system should have at least one DGPS as reference system. Two DGPS with signals for differential corrections from two independent sources will be considered as two reference systems. No additional/ separate payment will be made for DGPS signal during D P operation.	DP-I system should maintain position with +/- 10 Meter in Sea State 3. DP-I is to be used as per requirement of field in FIFI & SAR mode. The DP system should have at least one DGPS as reference system. Two DGPS with signals for differential corrections from two independent sources will be considered as two reference systems. No additional/ separate payment will be made for DGPS signal during D P operation.	5 meter to be replaced by 10 meter. Values may be considered in accordance with DP vessel guidelines.
24	19 (o) /25 & 2.5.2 of	Operating draft not more than 5 Meter	No change.	The vessel should be able to operate

	Appendix VIII /45			in depth of 5 meter to carry out operation in emergency.
25	Clause No.19.3 (b) /26	Bollard Pull Test are to be carried out every year	No change.	Considering the purpose of ETV it is essential.
26	20.3 (c)/27	Subject to the right to make the confidential information available to their personnel under clause 18.3.1 above, they will not at any time, whether during this Agreement or thereafter, either use any confidential information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties	Subject to the right to make the confidential information available to their personnel, they will not at any time, whether during this Agreement or thereafter, either use any confidential information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties	“Clause 18.3.1 above” removed as it is not concerned with the text.
Section III				
27	Appendix V (ix) / 42	The part of the extract of the clause “Contractor to arrange berthing/un-berthing/ pilotage, port charges, Anchorage charges etc. of both ETVs at its own cost in all the Indian ports during the period of contract”	Contractor to arrange berthing/un-berthing/ pilotage, port charges, Anchorage charges etc. of ETV at its own cost in all the Indian ports during the period of contract	Inadvertently, ‘both’ was added. May be considered as a typographical error.
28	3 (c) of Appendix VII/44	Part of the clause i.e.3 (c) read as : “Safe manning scale should include with at least two of crew members in control of such operation having certificates of extra skills in the field of salvage operation. One person must be skilled for Welding and cutting work”	May be read as : “Safe manning scale should include with at least two of crew members in control of such operation having skilled experience in the field of wreck removal / towing / salvage operation. One person must be skilled for Welding and cutting work”.	Essentially they must have Certificate of Competency (COC) and experience of at least five years in the field of wreck removal / towing / salvage operation. Essentially, the person should have certificate of welder/ cutter,

			<p>Further, attention is invited to item no.5 which read as :</p> <p>The Master / Chief Officer should be capable and competent to undertake the scope of work as stated in Annexure V</p>	issued by any member of International Association of Classification Societies (IACS).
29	Appendix 8/48	Capacities for various items such as Drill water, Liquid Mud and Dry Bulk to be filled in.	As applicable may be filled up.	Depending on availability of information same be filled up accordingly.
30	Note : 1.5 (Appendix – IX)/51	<p>For the purpose of evaluation of bid, prevailing IOC bunker rate as per the IOC prevailing date and location where bunker received.</p> <p>Consumption of fresh water will be reimbursed as per port prevailing rate on the date and location where the fresh water received</p>	<p>For the purpose of evaluation of bid, prevailing IOC duty paid bunker (FO) rate on bid submission date (11.05.2017), at Mumbai shall be considered.</p> <p>Consumption of fresh water will be reimbursed as per port rate on the date and location where the fresh water received. However, for the purpose of evaluation of Bid, prevailing rate at Mumbai port on bid submission date, 11.05.2017 shall be considered.</p>	Without unit price of FO & FW, the evaluation can not be considered.
31	Note 1.7 of Appendix IX/51	Evaluation of ETV contract will be done on total bid value to DG Shipping for 4 years the basis of which will comprise of Charter hire, Mobilization, De-mobilization, FO and FW consumption plus Charterers' fees including taxes	No change.	For the purpose of evaluation of bid, it includes the charges as mentioned.
32	Appendix	Whether evaluation of	As stated.	Bidder has to

	IX/ 51	ETV contract will be done on total bid value to DG Shipping for 4 years.		quote rate as per Appendix IX and the period mentioned.
SECTION -IV				
33	Section IV	Instruction to bidder online bid submission	Stands deleted	Since the techno-commercial bids are required to be submitted in hard copies, the issue of submission of bids online does not arise .The requirement for registration, searching for document, preparation of bid and its submission online is not required.
SECTION -V				
34	10 of sec V /74	Experience certificate / Work done certificate – Bidder/ Parent/Sister company should have successfully completed atleast two wreck removal operation (1000 GRT and above wreck) or two towing operations of vessel having size not less than 3000 GT or under water de-bunkering operation in last five years. Of these at -least one operation should be performed in Indian waters.	Experience certificate / Work done certificate – Bidder / Parent / Sister Company should have successfully completed at least two towing operations of vessels having size not less than 6000 GT, or underwater de-bunkering operations in the last 5 years. Of these at least one operation should be performed in Indian waters.	
Other General / Miscellaneous Queries				
35	General	Request for issuance of Essentiality Certificate to be facilitated working in Indian waters for vessel not imported in India.	Not accepted.	As mentioned in clause 4.3, pg 17 & clause 5.6 of pg 17, it is responsibility of

				successful bidder to mobilize vessel after obtaining necessary clearance from concerned authorities.
36	General	Bidder is in under the process of acquiring a foreign vessel which will be converted to Indian flag before deploying the vessel for the charter. Bidder enquired whether this will make any difference.	Bidder is advised to refer SD circular 2/2002, Para 4 for further clarification.	Bidder may refer clause 9.4 of sec I at page no.13 for further clarification.
37	General	On the submission of techno/ commercial bid in hard copy in two separate sealed envelopes, the requirement of filling the information in the price bid screen as mentioned in clause 5.3, pg.11 and other related clauses need to be deleted.	Accordingly, clauses 4.3 (xiv) pg.10 5.3 pg.11 5.7 pg.11 (first sentence) 5.9 pg. 11 have been amended.	The clauses either amended or deleted as techno commercial bid have to be submitted in hard copies sealed in envelops.
38	General	The Shipping Corporation is a Central Public Sector Undertaking. As the tender is floated by a government agency, as per the norms followed in all other PSU/ Government tenders, we request DG Shipping to exempt SCI from playing of the Bid Bond for this tender.	Not accepted	The provision of exemption is not applicable as per government guidelines
39	General	In the Tender document, it is mentioned that the contract will be signed in 45 days. As per clause 12.4, page 20, the payment for charter hire will be paid within	The settling of payment and clearing of first invoice is procedural arrangement which may be looked into at the time of signing of agreement / contract.	Efforts will be made to ensure that no hardship is caused to vendor due to procedural delays.

		60 days of submission of the invoice. Assuming contract is signed in 40 days, the first invoice of mobilization charges will take at least 100 days for payment as no invoice will be accepted till the contract is signed. In view of the same, DG Shipping is requested to clear the first invoice on the basis of the Letter of Award after vessel is mobilized, on submission	In addition, after award of contract successful bidder may enter into contact at the earliest.	
40	General	Since the tender is for a firm period of four years, however the ETV will be deployed only for 183 days in each year, we request you to pay Mobilization and De-mobilization cost each year, taking in to consideration the fact vessel will be free and will employed in different area/location. Accordingly, we request you to please amend the price bid format.	No amendment required.	As per Appendix- IX, Sr. No. 2& 3 of 'A' may be considered as charges for 4 years. The bidders are free to factor in the charges for the full contract period but only once.
41	General	As the tendering process through e-procurement, it is felt that the hard copies of the bid document are not required to be submitted as it defeats the purpose of going for online tendering.	This is not e- Tender but has been e – published.	Accordingly amendment has been made.
42	General	Keeping in mind the large capacity of tanker	Not required.	The review committee

		vessels along India Coast, we could request DG Shipping to keep 80T AHTSV and above as the ETV vessel specifications.		constituted for technical specification has taken decision based on the deliberation with stakeholders.
43	General	Kindly provide the details of the contact person for any queries in the tender	Capt. Santoshkumar S. Darokar Email : skd-dgs@gov.in Direct No.022-25752030 Mobile No. 0091-9869524114	
