



चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड
(इंडियन ऑयल की ग्रुप कम्पनी)

Chennai Petroleum Corporation Limited
(A group company of IndianOil)

Ref: CC 0096 11

September 14, 2011

NOTICE INVITING TENDER

CORRIGENDUM No. 1

Dear Sir,

Name of the Work : Operation & Maintenance of Chidambaranar Oil Jetty for Petroleum Products of CPCL – Cauvery Basin Refinery, Nagapattinam, Tamil Nadu

Ref. : NIT No. CC009611 dt.22.08.2011

This has reference to our Notice Inviting tender issued for the above work. A Pre bid meeting was conducted as per the schedule mentioned in the tender document. The scanned copy of the minutes of pre bid meeting which form part of the tender document is enclosed herewith as Annexure 1. Replies which were not furnished for the respective queries raised by the bidders during the pre bid meeting are furnished below:

Sl. No.	Subject	Bidder's Query	CPCL's response
1	PART A; SECTION 5 Annexures to SCC Page No. 90, Clause 5.2.20.3	As the bidder's price quote is based on the Oil Spill Response (OSR) equipments listed out in the tender document, any change in the requirement in future would have additional financial implications which can not be ascertained at the time of bid submission. Hence, Bidders request that in such event, CPCL shall additionally compensate the contractor for supply of OSR equipments confirming to the changes in the statutory requirement.	The following equipments shall be added to the list of OSR Equipments mentioned in the tender document: Oil spill dispersant – 5,000 Lit. Sorbent pads – 1000 Nos. Work boat – 1 Nos. Sorbent Boom Pack -200 Mtrs. OSD applicator – 02 Nos. Flex barge - 02 (10 Tons) Current buster Booms - 2 Nos Boom - 1000 Mtrs Skimmer 20 TPH - 04 Nos The lists of OSR equipments mentioned in the tender document and above are indicative only. Bidder should also fulfill any requirement to be stipulated by statutory authorities during the contract period with out any additional claim.
2	PART A; SECTION 5 Annexures to SCC Page No. 90, Clause 5.2.20.3	Age of the vessel to be less than 25 years as on 31.07.2011	The condition stipulated in the bid document remains unchanged

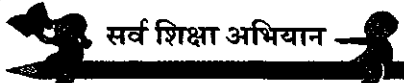
मणाली, चेन्नै - 600 068.
Manali, Chennai - 600 068.

फोन / Phone : 2594 4000 to 009

फैक्स / Fax : 91-44-25941047, 25941247

वेब साइट / Website : www.cpcl.co.in

Handwritten signature

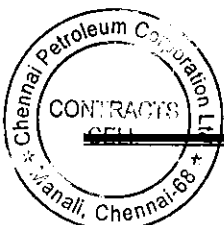


सर्व शिक्षा अभियान

सब पढ़ें सब बढ़ें



	SCC Page No. 91, Clause 5.2.21.1 (10)		
3	PART A; NIT Page No.: 11, Clause 1.9 (d)	As the bidder is a Service provider, Sales tax registration is not required for us. Hence, Bidder requested to exempt from this clause.	Sales Tax registration need not be furnished by the bidder during tendering. However, if it is required at a later date, the bidder shall provide the Sales Tax Registration.
4	PART A; SECTION 4 Special Conditions of Contract Page No.: 68, clause 4.54.1	Bidder has mentioned that change in share holding pattern in normal course of business should be excluded from this clause. Only in case of major events like take over, bankruptcy, liquidation etc. which may have impact on performance/deliverance of the contract, the contractor shall notify CPCL within 24hrs of such happening.	The contractor need not take the prior approval of CPCL for change in share holding pattern in normal course of business. However, the contractor shall inform CPCL within 24 hours any change in composition during the currency of the contract.
5	PART A; SECTION 4 Special Conditions of Contract, Page No. 55, clause no. 4.23.20	It is a standard practice that Insurer gives waiver of rights of subrogation against a specified party i.e. CPCL and hence, bidder has mentioned that it is not possible to waive rights of subrogation against any visitor / VIP and hence requested to delete this sentence.	The insurer shall give Waiver of rights of Subrogation against CPCL and Governmental bodies (Including armed forces). CPCL includes all persons permitted by CPCL to be present in its premises.
6	PART A; SECTION 4 Special Conditions of Contract, Page No. 55, clause no. 4.23.18	NATURE OF INSURANCE The insurance taken by the contractor shall be deemed to be a separate insurance in respect of each assured mentioned in the policy as if a separate policy had been issued to each. Any wrongful act, error or omission by an assured shall not operate to the prejudice of other assured who is not privy to such wrongful act, or error or omission. The rights under this insurance of any assured shall only be exercised through contractor (buyer of the insurance). The insurance afforded hereunder shall be primary to and shall receive no contribution from any other insurance maintained by the Owner. Bidder has stated that this is not applicable. It is stipulated that	The conditions stipulated in the bid document remain unchanged.



Handwritten signature

		Insurance covers should be in the name of the Contractor only. Hence, the bidder requested exemption from this clause.	
7		The bidder requested for at least 51 vessel calls per annum. Though every month the payment will be done for actual number of tankers discharges / loadings, at the end of the every Contractual year, the deficiency if any for 51 tanker calls shall be made good by the Owner. Further, any increase in the vessel call per annum shall be paid at the rate quoted per vessel call.	The cumulative number of vessel calls for the contract period of 5 years will not be less than 150. In case, at the end of the contract period, if the cumulative no. of vessel calls is less than 150, the difference would be compensated at the lowest quoted rates of any year during the contract period.
8	PART A; SECTION 4 Scope of Work, Page No.: 82, clause No.: 5.2.14.1	Terminal Manager: Bidder requested to clarify whether the terminal manager can be a person with adequate and requisite experience in marine terminal operation similar to CPCL or is it compulsory that a Master Mariner should be the terminal manager.	The conditions stipulated in the bid document remain unchanged.

9. Integrity Pact:

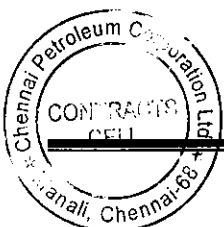
Chennai Petroleum Corporation Limited (CPCL) hereby declares that CPCL has signed a Memorandum of Undertaking (MoU) dated March 24, 2009 with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The said MoU can be accessed at the CPCL website, i.e., <http://www.cpcl.co.in/integrity-pact/MoU.pdf>

This Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Corporation / Company.

The Covering Letter and IP agreement formats, mandatory for this tender is enclosed herewith as **Annexure 1**. The formats shall be printed, signed by the bidders with their stamp and submitted along with unpriced offer.

Bidders cannot claim their participation in this tender with out submission of Integrity Pact.



Handwritten signature

10. Price Basis & Evaluation Methodology:

Bidders are also requested to note the Price Basis and the evaluation methodology detailed in the Minutes of Pre-Bid meeting. Copy of the minutes of Pre-bid meeting is enclosed as **Annexure – 2.**


11. Date of Submission of Bids:

The due date and time of submission of bids is extended up to **03.00 pm on 27.09.2011.** The date and time of opening of the Techno Commercial Bid (Part-A) will be at **02.00 pm on 28.09.2011.**

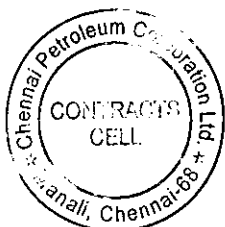
All other terms and conditions stipulated in the bid document modified to the extent of this Corrigendum No. 1 / Pre bid clarifications remain unaltered. This Corrigendum No. 1 / Pre bid clarifications with Annexures is issued in duplicate. You shall sign and stamp all the pages and submit along with your un-priced offer.

Thanking you,

Very Truly yours,
For and on behalf of Chennai Petroleum Corporation Limited,


R.P. RAJA
Senior Manager (Contracts Cell)

Encl. : Annexure – 1 (Proforma of Integrity Pact – 11 Pages)
Annexure – 2 (Minutes of Pre-Bid Meeting – 13 Pages)



Integrity Pact (IP)

Declaration by Chennai Petroleum Corporation Limited towards Integrity Pact

Ref:

Dated:

To

Sub: Tender No. _____ for _____

Dear Sir

Declaration by Chennai Petroleum Corporation Limited

Chennai Petroleum Corporation Limited (CPCL) hereby declares that CPCL has signed a Memorandum of Undertaking (MoU) dated March 24, 2009 with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The said MoU can be accessed at the CPCL website, i.e., <http://www.cpcl.co.in/integrity-pact/MoU.pdf>

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender document, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

The Covering Letter and IP agreement formats which shall be signed by the bidders & submitted in the Mandatory Part are kept in Part-A (Mandatory Part).

This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Corporation / Company.

Yours faithfully,
for and on behalf of CPCL

**Covering Letter required to be signed and submitted by the tenderer
in their letter head**

Ref:

Dated:

To

M/s.Chennai Petroleum Corporation Limited

Sub: Submission of Offer for Tender No. _____ for

Dear Sir

The Bidder acknowledges that Chennai Petroleum Corporation Limited (CPCL) has signed the MOU with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which the tenderer will stand disqualified from the tendering process. The Bidder acknowledges that the Bid would be kept open in its original form without variation or modification for a period of _____ days (state the number of days from the last date for the receipt of tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by CPCL. The Bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, CPCL shall have unqualified, absolute and unfettered right to disqualify the tenderer and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully,
(Duly authorized Signatory of the Bidder)

(Note - One copy of this letter along with the Integrity Agreement duly signed must be returned along with Part A of offer)

INTEGRITY PACT

BETWEEN

Chennai Petroleum Corporation Limited (CPCL) hereinafter referred to as "The Principal",

AND

..... hereinafter referred to as
"The Bidder / Contractor".

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information

through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder / Contractor

- (1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder / Contractor will not commit any offence under the IPC / PC Act; further the Bidder / Contractor will not use improperly, for

purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before award of contract has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such

exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

- (3) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit / Bid Security, whichever is higher.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to or with any other Public Section Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Sub-Contractors

- (1) The Bidder / Contractor undertakes to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer.

Section 8 – External Independent Monitor / Monitors

(number depending on the size of the contract to be decided by the Chairperson
of the Principal)

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CEO of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

- (7) Monitor shall be entitled to Sitting Fee being extended to Independent Directors as prevailing with Principal.
- (8) If the Monitor has reported to the CEO of the Principal substantiated suspicion of an offence under the IPC / PC Act and the CEO has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the CEO of the Principal.

Section 10 – Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Chennai.
- (2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provision of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
(Office Seal)

For the Bidder / Contractor
(Office Seal)

Place: _____

Date: _____

WITNESS 1
(Name and Address)

WITNESS 2
(Name and Address)

Name of the work : **Operation & Maintenance of Chidambaranar Oil Jetty for Petroleum Products of CPCL – Cauvery Basin Refinery, Nagapattinam, Tamil Nadu**

Tender No. : NIT No. CC 0096 11, dated 22.08.2011

Minutes of Pre-bid Meeting held at Conference Hall Cauvery Basin Refinery, CPCL, Nagapattinam, on 06.09.2011 at 10.00 AM

Members Present :

M/s. Ocean Sparkle Limited

Shri R. Muthusamy, Vice President (South)
Shr. P.Muthukrishnan, Terminal Manager

M/s. Kei Rsos Maritime Ltd

Shri G.M.Pillai, GM(Op. & BD)
Shri. Agnelo Thompson , AGM (Ops.)

M/s. CPCL

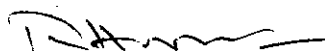
S/Shri
P.Jeevankumar, CM (Contracts)
T.N.K.Bapiraju, CM(Opts.)
P.Kannan, CM (PE/Dev./OA)
R.P.Raja, SM (Contracts)
K.Sakthivetrivel, Mgr (OMS/LO/OJ)
G.Sooriyamoorthi, Engr.(OJ)
S.Sankar, Officer(Finance)

 (R. Muthusamy)

M/s. Ocean Sparkle Ltd

M/s. Kei Rsos Maritime Ltd

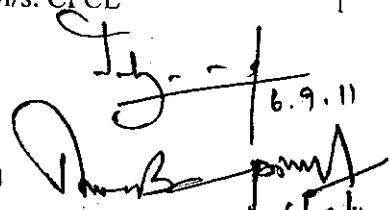
M/s. CPCL



(P. Muthukrishnan)



G. M. Pillai
06/9/2011


6.9.11
G. M. Pillai

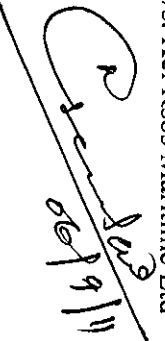
Participated bidders informed that they have visited and acquainted with the site conditions to offer their competitive price. The queries raised by the bidders and the CPCL's reply for the same are as follows:

SI No	REFERENCE TO BIDDING DOCUMENT			Bidder's Query	CPCL's Reply
	Part / Volume	Page No.	Clause No.		
1	PART A; SECTION 5 Annexures to SCC	90	5.2.21.1 (1)	<p>The contractor will provide Two Nos. of harbour tugs with SRP (Steerable Rudder Propulsion) or Tractor / Reverse Tractor type with very high maneuverability adequate to safely handle the range of ships proposed to be berthed at the Jetty on as and when required basis by CPCL. The harbour tugs shall be equipped with Two Independent Propulsion units.</p> <p>We request addition of this clause in line with the previous tender:</p> <p>"Advance intimation of arrival of crude oil tanker/parcel will be given 7 days in advance by CPCL"</p> <p>As this contract is based on vessel call basis, the marine crafts would have to be deployed in other jobs in the interim period. Hence, a firm notice of atleast 7 days would help the contractor to schedule the operations and make available the marine crafts for your job in time. This would minimize the operational delays caused due to not availability of marine crafts.</p>	<p>CPCL expressed its inability to accept the additional clause proposed by bidder.</p>
2	PART A;	90	5.2.20.3	<p>The above list of OSR equipments</p> <p>Kindly confirm.</p>	<p>As the bidder's price quote is based</p> <p>Bidders agreed to provide</p>

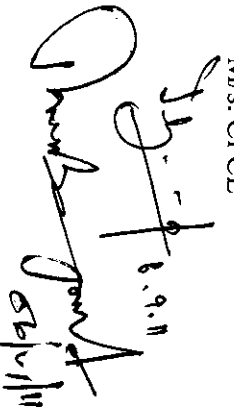
M/s. Ocean Sparkle Ltd



M/s. Kei Rsos Maritime Ltd



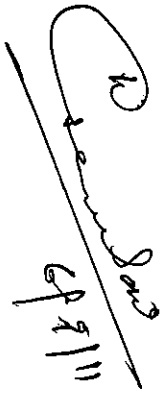
M/s. CPCL



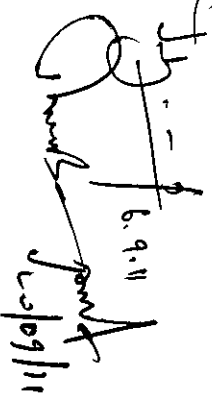
SI No	REFERENCE TO BIDDING DOCUMENT			Subject	Bidder's Query	CPCL's Reply
	Part / Volume	Page No.	Clause No.			
3	PART A; SECTION 5 Annexures to SCC	91	5.2.21.1 (10)	Age of the vessel to be less than 25 years as on 31.07.2011	<p>on the OSR equipments listed out in the tender document, any change in the requirement in future would have additional financial implications which can not be ascertained at the time of bid submission. Hence, we request that in such event, CPCL shall additionally compensate the contractor for supply of OSR equipments confirming to the changes in the statutory requirement.</p> <p>We would like to offer the tugs which are currently deployed at your facility for this tender as well. The said tugs are well maintained and have been performing to your satisfaction.</p> <p>Therefore, we request your good self to kindly relax the age criteria that would allow us to offer the same candidates for this tender. It is noteworthy to mention that in many of the ports in India, we have been operating tugs of similar age profile with a great efficiency and reliability.</p>	<p>input on the OSR equipments which might be required during the contractual period based on which CPCL will decide and revert.</p> <p>CPCL to revert on this point.</p>

M/s. Ocean Sparkle Ltd


M/s. Kei Rosos Maritime Ltd

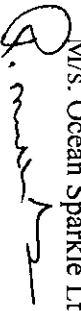

 29/8/11

M/s. CPCL

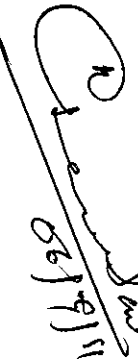

 6.9.11
 29/9/11

REFERENCE TO BIDDING DOCUMENT				Subject	Bidder's Query	CPCL's Reply
SI No	Part / Volume	Page No.	Clause No.			
4	PART A; SECTION 3 Annexures To ITB	41	Annexure 3.9; SI no. 10	Confirm that your quoted price includes all taxes, duties as applicable for this work for both supplies and works in accordance with the provisions of General Conditions of Contract and special Conditions of Contract.	We request your kind consideration on the relaxation of age of the tugs. As Service Tax is payable by CPCL on reimbursement basis, the same shall be excluded from the price quote of bidders . Kindly confirm.	Service Tax is excluded from the quoted price. Refer details given below.
5	PART A; NIT	11	1.9 (d)	Bidder's techno-commercial detailsthe following should be submitted by the vendor: Sales Tax Clearance Certificate.	Our above query is in line with last tender. As the bidder's a Service provider, Sales tax registration is not required for us. We request your good self to kindly exempt us from this clause.	CPCL to revert on this point.
6	PART A; NIT	15	(B)SI: No.5.0	FINANCIAL REQUIREMENTS Enclosed Audited Report of Profit Loss account for the preceding 3 accounting years. 2004 – 2005, 2005 – 2006 & 2006 – 2007	We understand that Audited Report of Profit Loss account for the preceding 3 accounting years i.e. for 2007 – 2008, 2008 – 2009 & 2009 – 2010 has to be submitted. Kindly confirm.	It is confirmed that 3 accounting years shall be 2007 – 2008, 2008 – 2009 & 2009 – 2010 applicable.
7	SECTION 2 Instructions To Bidders PART A;	19 31	2.2.2 Annexure	Validity of Offer Tender shall remain valid for acceptance for a period of 6 (Six) Months from the date of opening the Techno Commercial Bids (Part-B).	We understand that the Validity of the offer is 6 (Six) months from the date of submission of bid. Kindly confirm.	Validity of the offer shall be 6 (Six) months from the date of opening the Techno Commercial Bids (Part-A).

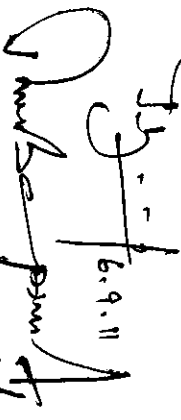
M/s. Ocean Sparkle Ltd



M/s. Kei Rosos Maritime Ltd

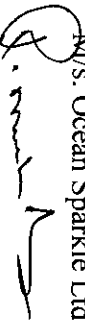


M/s. CPCL

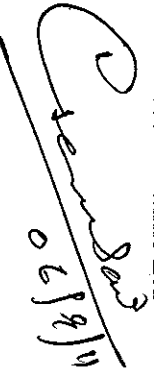


Sl No	REFERENCE TO BIDDING DOCUMENT			Subject	Bidder's Query	CPCL's Reply
	Part / Volume	Page No.	Clause No.			
	SECTION 3 Annexures To ITB		3.2, SI no. 5	Validity of Offer is upto 8 (Eight) Months from the date of submission of bid.		
8	PART A; SECTION 4 Special Conditions of Contract	68	4.54.1	The Contractor shall not change the composition during the currency of the contract without the prior approval of the Company. Any happening like Death/ Resignation of any partner/director/member shall be notified within 24 hours of such happening, in writing, immediately to CPCL, Manali, Chennai 600 068. On receipt of such notice, the Company reserves the right either to terminate or continue the contract.	We understand that change in share holding pattern in normal course of business is excluded from this clause. Only in case of major events like take over, bankruptcy, liquidation etc. which may have impact on performance/ deliverance of the contract, shall be notified within 24hrs of such happening. Kindly confirm.	CPCL to revert on this point.
9	PART A; NIT	6	1.3.1.3	For evaluation of PQ Experience Criteria, the past contract value of the bidders shall be multiplied by a correction factor for each completed year as given below	As there is no minimum contract value (in INR) of completed/on-going work has been mentioned, we request you to kindly elaborate the Evaluation criteria i.e. how correction factor would be used.	Correction factor is not applicable for this tender.
10	PART A;	45	4.1.10	CPCL reserves the right to accept	We understand that the Tenderers	CPCL confirms that there

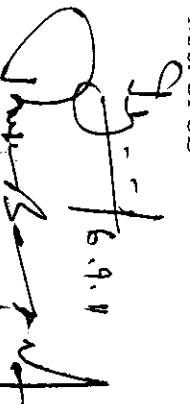
M/s. Ocean Sparkle Ltd



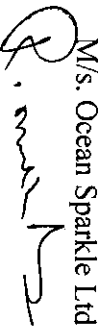
M/s. Kei Rsos Maritime Ltd

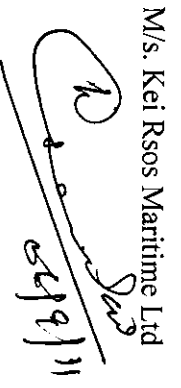


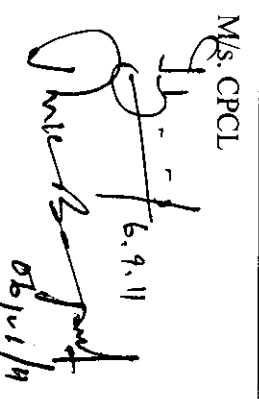
M/s. CPCL




SI No	REFERENCE TO BIDDING DOCUMENT			Subject	Bidder's Query	CPCL's Reply
	Part / Volume	Page No.	Clause No.			
	SECTION 4 Special Conditions of Contract			or reject the lowest of any other tender without assigning any reason the work may be awarded to one of the Tenderers or to more than one tenderer.	are not allowed to bid for any part of services mentioned in the scope of work. So the price quote will be arrived at by considering entire gamut of services to be provided. Any reduction in the Scope of work or splitting the Contract may be commercially unviable as the various fixed overheads like administration etc. will be distributed between few of services instead of entire services.	will not be splitting of contracts.
	PART A; SECTION 2 Instructions To Bidders	25	2.9.2.2	The complete scope of work has been defined..... those Bidders who undertake total responsibility for the complete scope of work as defined in the Tender document shall be considered.	Hence, we request that any change /reduction in the scope of work shall not be done after the tender submission.	
11	PART A; SECTION 4 Special Conditions of Contract	51	4.22	The work shall be carried out as per contract withother than Clause 4.18 stated above, on account of..... as decided by the Owner.	This clause4 erroneously referring to Clause 4.18 instead of clause 4.21. We request modification.	The clause shall be read as 4.21 instead of 4.18.
12	PART A; SECTION 4 Special Conditions of Contract	55	4.23.20	WAIVER OF SUBROGATION The insurance referred to in various clauses shall incorporate a waiver of insurer's rights of subrogation against each insured party there under. Insurers also agree to waive their rights of	It is a standard practice that Insurer gives waiver of rights of subrogation against a specified party i.e. CPCL and hence, it is not possible to waive rights of subrogation against any visitor / VIP.	CPCL to revert on this point.

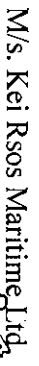
M/s. Ocean Sparkle Ltd


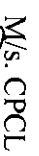
M/s. Kei Rsos Maritime Ltd


M/s. CPCL

 06/11/19


SI No	REFERENCE TO BIDDING DOCUMENT			Subject	Bidder's Query	CPCL's Reply
	Part / Volume	Page No.	Clause No.			
13	PART A; SECTION 4 Special Conditions of Contract	55	4.23.18	<p>subrogation against any visitor and / or VIP (Very important Person). Where the assured is required under Governmental or other statutory regulations to "hold harmless" governmental bodies (including armed forces) for loss or damage to the property insured, insurers agree to waive their rights to subrogation accordingly.</p> <p>NATURE OF INSURANCE</p> <p>The insurance taken by the contractor shall be deemed to be a separate insurance in respect of each assured mentioned in the policy as if a separate policy had been issued to each. Any wrongful act, error or omission by an assured shall not operate to the prejudice of other assured who is not privy to such wrongful act, or error or omission. The rights under this insurance of any assured shall only be exercised through contractor (buyer of the</p>	<p>We request deletion of this sentence.</p> <p>This is not applicable. It is stipulated that Insurance covers should be in the name of the Contractor only. Hence, request exemption from this clause.</p>	CPCL to revert on this point.

M/s. Ocean Sparkle Ltd


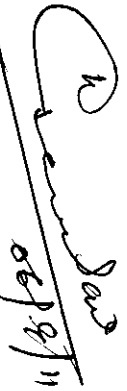
M/s. Kei Rsos Maritime Ltd


M/s. CPCL


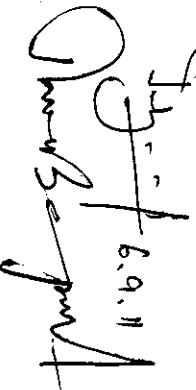
SI No	REFERENCE TO BIDDING DOCUMENT			Bidder's Query	CPCL's Reply	
	Part / Volume	Page No.	Clause No.			
14	PART B: SECTION 2 Schedule of Rates (SOR) Part A: Section 5 Annexures to SCC	18	a)	<p>The total number of discharges / berthing is estimated to be Fifty One (51) per annum and Two Hundred & Fifty Five (225) for a contract period of five years. The estimated number of discharges / berthing includes CPCL tankers and the tankers of its major stakeholder, M/s. Indian Oil Corporation Limited for export of POL products. The estimated number of discharges / berthing may vary depending upon the requirement of CPCL</p> <p>5.3 - TERMS OF PAYMENT 5.1.5: The payment will be done for actual number of tanker discharges / loadings.</p>	<p>We request the Tenderer shall be assured of payment for atleast 51 vessel calls per annum.</p> <p>Though every month the payment will be done for actual number of tankers discharges / loadings, at the end of the every Contractual year, the deficiency if any for 51 tanker calls shall be made good by the Owner.</p> <p>Further, any increase in the vessel call per annum shall be paid at the rate quoted per vessel call.</p> <p>Kindly confirm.</p>	<p>The no. shall be 255 and not 225.</p> <p>CPCL to revert on the minimum number of discharges / berthing.</p>

M/s. Ocean Sparkle Ltd


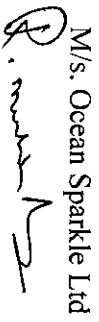
M/s. Kei Rsos Maritime Ltd

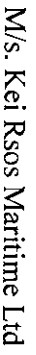

06/12/11

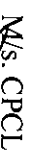
M/s. CPCL


6.9.11

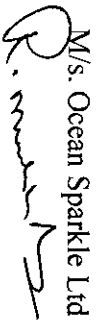
Sl No	REFERENCE TO BIDDING DOCUMENT			Bidder's Query	CPCL's Reply
	Part / Volume	Page No.	Clause No.		
15	PART A; SECTION 5 Annexures to SCC	90	5.2.21.1 (4)	<p>Bollard Pull : Steady / sustained Bollard Pull of not less than 35 / 25 Tons @ 90% MCR (Latest certificate from a IACS member / associate member classification society within a period of 6 Months (180 Days) prior to the date of commencement of contract.</p> <p>We understand that a Bollard Pull test certificate of less than 6 months old has to be submitted by the contractor prior commencement of contract at your facility and no other Bollard Pull test certificate is required to be submitted at the time of tender submission. Kindly confirm.</p>	<p>Bollard Pull certificate issued within 6 months prior to the date of commencement of contract is acceptable.</p> <p>Existing Bollard Pull certificates shall be submitted along with the offer.</p>
	PART B: SECTION 2 Schedule of Rates (SOR)	19	O. Lev. Sr. No. 00010 Item no. (1)	<p>Providing, manning, operation and maintenance of One (01) Harbour Tug in good working condition having valid bollard pull certificate from a classification society (issued within 3 months period) with the Bollard pull of minimum 35 T capacity to handle the max.</p> <p>As our both the proposed tugs are deployed at your facility and considering the busy schedule of your facility, it is very difficult to off hire the Tugs for conducting the Bollard Pull Test. Further, these tests require suitable facility and ideal weather conditions for which we have to make further arrangements which would not be possible in the tight time frame given for tender submission.</p>	<p>The time mentioned in SOR item no (1) & (2) shall be read as 6 months prior to the date of commencement of contract instead of 3 months mentioned in the description.</p>
		20	O. Lev. Sr. No. 00070 Item no. (2)	<p>Providing, manning, operation and maintenance of One (01) Harbour Tug in good working condition having valid bollard pull certificate from a classification society</p>	

M/s. Ocean Sparkle Ltd


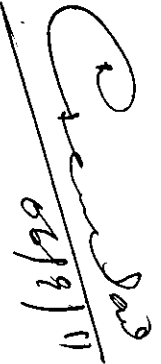
M/s. Kei Rsos Maritime Ltd


M/s. CPCL


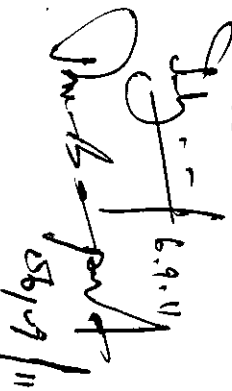
Sl No	REFERENCE TO BIDDING DOCUMENT			Bidder's Query	CPCL's Reply	
	Part / Volume	Page No.	Clause No.			
16	PART B; SECTION 2 Schedule of Rates (SOR)	24 24 & 25 25		(issued within 3 months period) with the Bollard pull of minimum 25 T capacity to handle the max.		
17	PART B; SECTION 2 Schedule of Rates (SOR)	29	O. Lev. Sr. No. 00800 & 00810 Item no. (14.1 & 14.2)	Item no. (6.1, 6.2, 6.3, 6.4 & 6.5): Item no. (7.1, 7.2, 7.3, 7.4 & 7.5) Item no. (8.1, 8.2, 8.3, 8.4 & 8.5)	We understand that bidders shall quote these items on Per month basis. Hence, rectification is requested as "MON" instead of "EA" in the unit column. Kindly clarify the same.	Unit is rectified as "MON" instead of "EA".
18		29	O. Lev. Sr. No. 00800 & 00810 Item no. (14.1 & 14.2)	For Item 14.1, quantity is 10 For Item 14.2, quantity is 5 Unit-MON	Kindly clarify whether the quantity will be different for both the items. We understand that the bidder will quote for Each Operation, hence the unit should be per spill or per event i.e. EA. Kindly clarify the same.	It is per spill and the unit is "EA" instead of "MON".
18		15	4.0 (c)	Present value	Kindly clarification is requested whether it is the last contract value	Detailed specification of the marine crafts & Equipments should be furnished by the bidder with copies of all relevant statutory

M/s. Ocean Sparkle Ltd


M/s. Kei Rsos Maritime Ltd

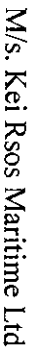

 06/09/11

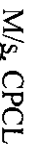
M/s. CPCL


 06/09/11

SI No	REFERENCE TO BIDDING DOCUMENT			Bidder's Query	CPCL's Reply
	Part / Volume	Page No.	Clause No.		
19		75	5.1.2	Mobilisation	Requested extension for mobilisation of contract from one month to 2 month certificates. Present value is not required. No extension of mobilization period is possible.
20		79	Clause No. C	Stevedoring	Stevedoring of cargo to refinery and clearing and forwarding of cargo and vessel - clarification is requested whether this scope is of the contractors or owners appointed agents. The stevedoring, clearing & Forwarding shall be done by CPCL appointed agents.
21		82	5.2.14.1	Terminal Manager	Clarification is requested whether the terminal manager can be a person with adequate and requisite experience in marine terminal operation similar to CPCL or is it compulsory that a Master Mariner should be the terminal manager. CPCL to revert on this point.
22		83	5.2.16.2	Tools & Tackles	Clarification is requested whether special tools will be provided by the owners and what are the list of special tools. All the tools & tackles shall be in the Contractor's Scope.
24		90	5.2.21.1 (4)	Bollard Pull	Clarification is requested on Bollard Pull 35 / 25 T CPCL clarified that one tug shall be of 35 T and the other shall be of 25 T as detailed in SOR.

M/s. Ocean Sparkle Ltd


M/s. Kei Rosos Maritime Ltd


M/s. CPCL


SI No	REFERENCE TO BIDDING DOCUMENT			Bidder's Query	CPCL's Reply	
	Part / Volume	Page No.	Clause No.			Subject
25		91	5.2.21.1 (16)	The tug to be deployed should be certificated for CPCL marine operations by DGS	Vessel will have all clearance and licenses and certificates to operate in harbour / coastal water of India.	The tug to be deployed should be certificated for marine operations by DGS.

INTEGRITY PACT:

CPCL explained to the Bidders that an "Integrity Pact" would have to be signed and submitted along with the Part A Un-priced Bid. The draft would be given along with the Corrigendum.

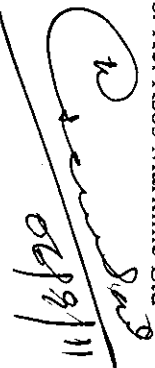
PRICE BASIS:

The rates quoted in SOR shall be inclusive of all taxes and duties etc, but exclusive of Service Tax. Any increase in the taxes, duties, levies etc after submission of bids shall be borne by the bidder. This is not applicable for Service Tax. Bidders shall indicate in the format given in the price bid, the amount on which the Service Tax is applicable and the Service Tax. The service Tax percentage considered shall be quoted in the unpriced bid. CPCL can avail only 78.83% of Service Tax as Input Tax Credit. Hence the balance will be loaded to the price for arriving at the price for evaluation purpose.

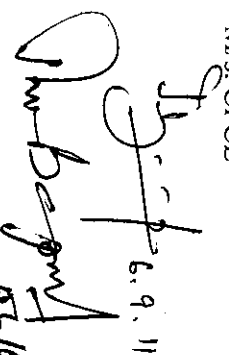
M/s. Ocean Sparkle Ltd



M/s. Kei Rosos Maritime Ltd



M/s. CPCL

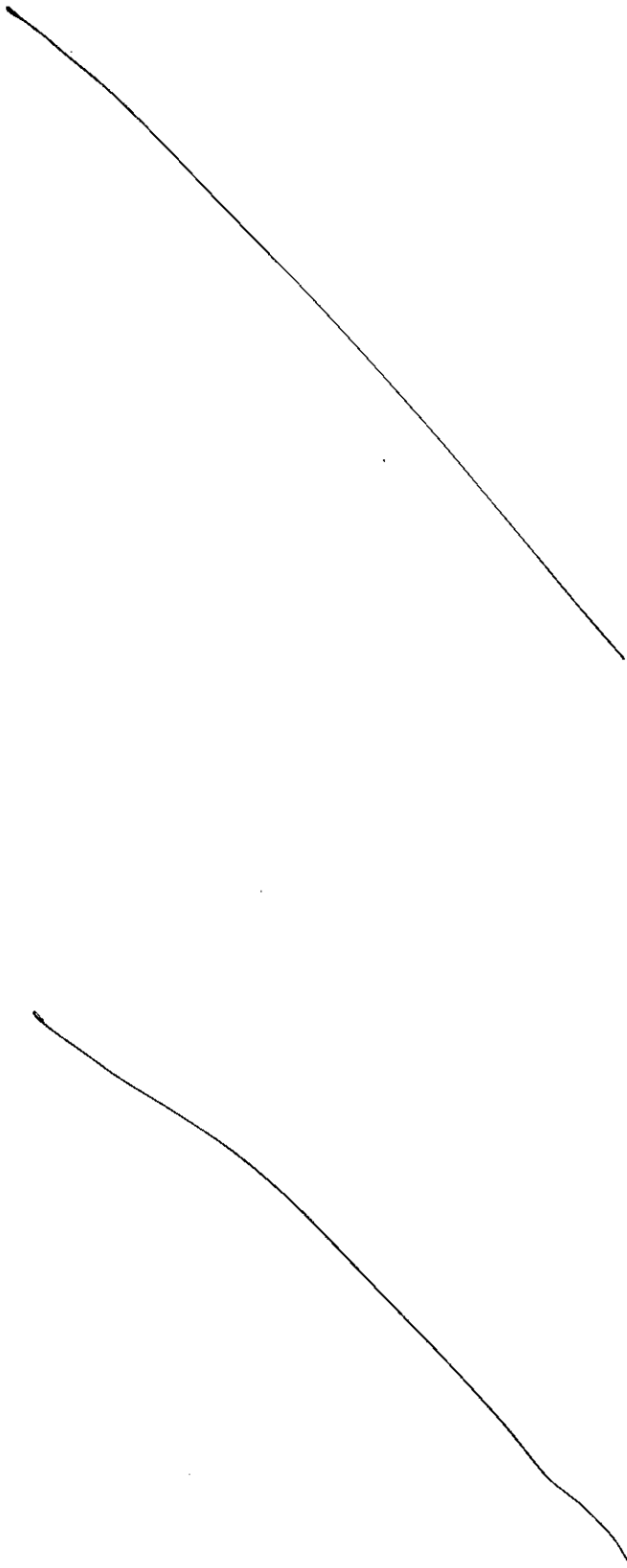


Bidders shall indicate in the format given in the price bid the minimum guaranteed cenvat credits on Cenvatable Items. This will be considered for evaluation of prices. Bidders shall submit documents for CPCL to avail Cenvat Credit. However, if the value of documents submitted is less than the minimum guaranteed Cenvat, the difference will be deducted from the bills.

EVALUATION METHODOLOGY:

The following evaluation methodology shall be adopted for arriving at the lowest bidder.

$$\text{Price considered for evaluation} = (\text{Total SOR Price}) + (21.17\% \text{ of Service Tax amount}) - (\text{Minimum Guaranteed Cenvat Credits})$$



M/s. Ocean Sparkle Ltd
R. Kumar

M/s. Kei Rsoos Maritime Ltd
Kei Rsoos
06/09/11

M/s. CPCL
Shankar
06/09