

**PRE-BID REPLIES vide E-Tender No. :- KoPT/Haldia Dock Complex/MO Div/1/18-19/ET/4 regarding HIRING OF ONE TUG OF 40 TON BOLLARD PULL OR MORE OF RSV TYPE-IV OR HIGHER SPECIFICATION FOR A PERIOD OF FIVE YEARS FOR HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

**Submissions of M/s Ripley Offshore Pvt Ltd**

<b><u>Sl No</u></b>	<b><u>Page No &amp; Clause No</u></b>	<b><u>Clause in the tender</u></b>	<b><u>Query/Request/ Clarification/ Suggestions</u></b>	<b><u>Remarks/clarification of HDC,KoPT</u></b>
1.	Page No 2, Clause C	Estimated cost	Fuel Cost is also considered..	No, the estimated cost is exclusive of fuel cost.
2.	Page No 4, Clause I(i)	Earnest Money Deposit	In case of a consortium can any one of the partner give the EMD	Yes, any one partner may give the EMD. Bidders are also requested to refer clause 4.0 at page 22 of the tender and corrigendum dated 31.05.2018.
3.	Page No 14, Clause 1	Similar works means providing/operating IV/ MS class tugs / launches / dredgers / any other vessels with manpower. <b>Or</b> Having experience of manning, maintenance & operation of tugs / launches / dredgers /any other vessels.	Can the experience of having /owning /etc. other vessels (i.e. barges) qualify? OR only TUG. In definition of Similar Work "Any other vessel with Manpower" is mentioned.	Yes, experience of barge will be considered valid.
4.			We may propose a Tug now, which shall be mobilized if we are awarded tender. However, if the proposed Tug is not available we shall mobilize a substitute Tug meeting all tender specifications.	Bidders are requested to refer to SI No. 1 of corrigendum dated 31.05.2018.
5.			If the Tug is in the process of purchase and not in our ownership at the time of bidding, then we shall get a letter from present Tug owner on availability of Tug for Tender.	Bidders are requested to refer to SI No. 1 of corrigendum dated 31.05.2018.

6.	Page No 22, Clause No 4	Joint Ventures/consortium and other forms of Association	Is there is any restriction in Nos. of Consortium? Technical/Financial can be two or more companies/organisation.	Yes. Bidders are requested to refer to SI No. 12 of corrigendum dated 31.05.2018.
7.	Page No 37, Clause 33	Format of price bid	The Aux engine which shall be also giving power to AC , will be running 24 hours a day so Fuel Consumption will be more and it should be taken in cost estimates.	Bidders are requested to quote accordingly. It is further requested to refer to Clause 13.5 at page 30.
8.			As the requirement of Documents needs compilation and has to be submitted by 16.04.2018- We request to extend the date of submission from 16.04.2018 to 26.04.2018.	Starting of bid submission: 12.06.2018  Last date for bid submission:19.06.2018
9.			Requirement of Tug is specified for a period of 5 Years only, for better offer the duration should be increased to at least 7 Years.	Tender conditions prevails.
9.			In case of Consortium – Lead Member only will do registration?	No, any member may do the registration. Bidders are requested to refer to clause 4.0 at page 12 & SI No. 12 of corrigendum dated 31.05.2018.
10.			For 40 T BP Tug is it Mandatory for the Tug to have ASD type propulsion?	No restriction on the propulsion type.
<b>Submissions of M/s I Marine Infratech (India) Pvt Ltd</b>				
11.	Page No 56, Clause 7.	Type of propulsion- Kort Nozzle/ Tractor or Stern Mounted Azimuth Propulsion;	Does it mean that tug should have Kort Nozzles and also Tractor propulsion OR any one of the two?	No restriction on the propulsion type. It has to be either one of the types of propulsion as mentioned in the tender.
<b>Submission of M/s Ocean Sparkle</b>				

12	Page No 24, Clause No 6.4	<p><b>Duties and Taxes</b></p> <p>Duties and Taxes, on the day of submission of bid whether Indian or Foreign, if any, levied upon the Tug, equipment etc. or on the works, are to be borne by the contractor and accordingly the same should be incorporated in the item rates. The contractor shall bear all taxes and duties both direct and indirect except GST as applicable thereon for the works done under the contract. GST shall be paid at actual by HDC, KoPT and the contractor has to comply with all statutory requirements.</p>	<p>The rate calculated by the bidder takes into account prevailing taxes except GST as per applicable laws and guidelines. It is difficult on the part of the bidder to estimate increase in current indirect taxes or introduction of new indirect taxes in future.</p> <p>Therefore, any increase in indirect taxes over the prevailing tax rates or introduction of new taxes imposed on the Contractor would be on account of HDC, KoPT.</p> <p>Please confirm.</p>	Bidders are requested to refer to SI No. 2 of corrigendum dated 31.05.2018.
13	Page 28 Clause no. 12.12;	<p><b>Fuel:</b></p> <p>The tenderer has to specify the fuel consumption per hour of main Engine and DG set separately. However, evaluation will be done based on 08 hours of working of Main Engine and 10 hours working of auxiliary engine (DG set). <b>However, supply of fuel will be made on actuals subject to upper ceiling</b></p>	<p>Please appreciate that the fuel consumption of tug depends on operating conditions. Therefore, restricting the fuel to 155 Ltrs may restrict the tug master to provide power as per pilot's requirement during operations.</p> <p>Thus, we request you to please remove the restriction in the fuel consumption.</p>	Bidders are requested to refer to SI No. 3 of corrigendum dated 31.05.2018.

		which would be 155 litres per hour for both the main engines and auxiliary engine combined.		
14	Page No 29, Clause no. 13.1 (d);	<p><b>Fuel:</b> Digital flow meters should be fitted on the fuel inlet and outlet of Main Engines and the same should be calibrated every year.</p>	<p>Typically tugs are not equipped with flow meters and it is also to be noted that fitting a flow meters in an existing tug is difficult. Moreover, in our experience, their accuracy cannot be guaranteed with fluctuating power of the engines.</p> <p>We request standard industry practice be followed for calculating fuel consumption by taking the differences in fuel quantity ascertained by Fuel Tank Sounding Method in the beginning and at end of each month. Since, the fuel tank sounding table is based on various drawings already approved by Class; the same can be relied upon for assessing fuel remaining on Board (ROB) figures as required.</p> <p>Further, in your 2017 tug tender, the stated requirement was withdrawn. We request you to please waive off the requirement. Please confirm.</p>	Bidders are requested to refer to SI No. 6 of corrigendum dated 31.05.2018.
15	Page No 30, Clause no. 13.5; Power Supply	Shore supply to the Tug when tied up to Jetty/Lock Entrance etc. will be provided <u>as and when possible</u> free of cost. <b>But this is not</b>	We request that the Port should insist for changing to shore power only if the confirmed idle time is more than one hour, as very often the time between movements is short for shifting to shore power. Also more time	Tender Conditions prevails.

		<p><b>a binding obligation and is solely at HDC, KoPT's discretion.</b></p>	<p>will be required to restart the plant whenever the change to shore power/ship power is done and could delay the operations.</p> <p>It is also required to prevent damage to sensitive electric / electronic devices on board modern tugs which may get affected by repetitive switching on/off.</p>	
16	Page No 30, <b>Clause no. 13.8; Gate Passes</b>	<p>Gate passes for the crew of the Tug and other authorized representatives of the contractor will be provided on payment basis.</p>	<p>In line with your previous Tug contracts, we request you to provide gate passes free of cost.</p> <p>Please consider and amend suitably.</p>	Tender Conditions prevails.
17	Page No 31, <b>Clause no. 15; Bollard Pull</b>	<p><b>Bollard Pull</b></p> <p>The steady and sustained Bollard Pull of the Tug should be 40 Tonnes at 90% MCR at the time of delivery and during the course of the contract. This Bollard pull will have to be maintained during the currency of the contract. A bollard pull test including assessment of the condition, capability and performance of the tug will have to be carried out, before putting the Tug on hire. However, in case if a Bollard Pull Test has been carried out within six months prior</p>	<p>(1) The penalty rate stipulated under referred clause is very high and we request for reduction to a reasonable 1% per day hire rate per tug for every one-ton reduction in bollard pull. However, we are agreeable for termination of contract if the Bollard Pull is found to be below 10% of the 45 T.</p> <p>We request you to please amend the clause as below:</p> <p>“During such bollard pull tests, if the bollard pull falls below the required Bollard Pull of 40T @ 90% MCR, KoPT reserves the right to impose a penalty per day equivalent to 1% for every ton reduction of BP of the daily hire rate. However, if the Bollard Pull at 90% MCR is found to be below 10% of 40 T,</p>	Bidders are requested to refer to SI No. 20 of corrigendum dated 31.05.2018.

		<p>commencement of contract, no further bollard pull test will be required before putting the tug on hire. However, The ENGINEER of the contract may, at his sole discretion, conduct Bollard Pull Test of the tug anytime(s) during the contractual period which shall be arranged by the Contractor at his own cost and risk. During such bollard pull tests, if the bollard pull falls below the required Bollard Pull of 40T @ 90% MCR, KoPT reserves the right to impose a penalty per day equivalent to 20% of the daily hire rate. However, if the Bollard Pull at 90% MCR is found to be below 10% of the 40 T, KoPT reserves the absolute right to terminate the contract forthwith. Arrangement of bollard pull test if required (in case if a Bollard Pull Test has not been carried out within six months prior to commencement of contract) at the time of on hire shall be made by the contractor at his cost and time. Expenditure</p>	<p>KoPT reserves the absolute right to terminate the contract forthwith."</p> <p>Kindly confirm</p> <p>(2) Further, if there is fall in bollard pull beyond 40 T, the contractor shall be given sufficient time for carrying out the test again before levying penalty. We request you to please consider.</p>	
--	--	---	--	--

		<p>towards conducting the Bollard Pull test in between the contract will be borne by HDC, KoPT However, if the tug fails to deliver the required bollard pull, the cost of such test shall be borne by the Contractor.</p> <p>Expenditure towards Bollard Pull test after Dry Dock repair shall be borne by the Contractor.</p>		
18	<p>Page No 31,</p> <p><b>Clause no. 16.1;</b></p> <p><b>Guaranteed Availability;</b></p> <p><b>2<sup>nd</sup> Para</b></p>	<p>Further, contractors will be allowed to club the unused layup period out of the 15 days available in a year along with full or part layup period of 30 days for the purpose of dry docking / surveys or other emergent repairs during the tenure of contract subject to prior permission of the Engineer of Contract, HDC. <b>If due to such layup, the availability falls below 350 days no penalty shall be levied. No payment will be made for the layup period.</b></p>	<p>Please confirm that if the temporary substitute tug is provided for carrying out dry docking of the original deployed tug, the payment of daily hire charges shall be made.</p>	<p>Bidders are requested to refer to SI No. 7 of corrigendum dated 31.05.2018.</p>
19	<p>Page No 32,</p> <p><b>Clause no. 19: Daily Hire Charge</b></p>	<p>Daily Hire Charge: Daily Hire Charge shall be paid for everyday the vessel is in operation/</p>	<p>In case of layoff as specified in the clause, the words “or for any other reasons” is open-ended and ambiguous. Only layoff for reasons of contractor</p>	<p>Tender Conditions prevails</p>

		standby mode as described in clauses 17.1 and 17.2 above. However, during the lay off period of the Tug, <b>either for repair or for any other reason, no charges will be payable.</b>	default shall be subject to off hire and thus we request the words “or for any other reasons” shall be replaced by the words “only for reasons attributable to Contractor”. Kindly confirm.	
20	Page No 32, <b>Clause no. 20.1; Deduction and Penalties</b>	KoPT will not pay any of the scheduled rates for the days the operation of the vessel is suspended for the reasons attributable to the contractor. Further a sum equivalent to 50% of the ‘Daily Hire as per the Agreement will be imposed as penalty for each day or part thereof during the ‘DEFICIT PERIOD’. However, Engineer of the contract may waive of the penalty if he is satisfied that the reasons of the default were beyond the control of the Contractor. <b>Nonpayment of daily hire rates and levy of penalty shall be calculated on pro-rata basis.</b>	We request you to please adjust available down time against unavailability period prior nonpayment of daily hire rates and levy of penalty.  Please confirm.	Tender Condition Prevails
21	Page 32, <b>Clause no. 20.2; Deduction</b>	<b>The age of the substitute tug should not be more than that of the original tug</b>	The contractor would endeavor its best to place a similar / better specification tug as a substitute. However, considering practical difficulty	Bidders are requested to refer to SI No. 8 of corrigendum dated 31.05.2018.



	<b>and Penalties</b>	<p><b>deployed.</b> HDC reserves the right to accept or reject the substitute tug.</p> <p><b>Similar tug means a tug meeting the basic tender requirements and having the similar propulsion system,</b> bollard pull, speed and fuel consumption. Better tug means a tug having better specifications than those required in the tender. Better specification indicates a tug with higher/equal bollard pull for the same fuel consumption or same bollard pull with lower/equal fuel consumption.</p>	<p>that exact match would not be possible and further to ensure no disruption in the operations of the Port, we request that the Port should accept a suitable substitute Tug with the following relaxations:</p> <p>(1) Age of the substitute tug shall be as per tender requirement (limiting age to 20 years)</p> <p>(2) In line with other Major Port tug tenders, substitute tug having any propulsion system permitted in the tender.</p> <p>We request your kind consideration on the above. Please confirm.</p>	
22	Page No 33, <b>Clause no. 20.4; Deduction and Penalties</b>	<p>During layup period, fuel consumption will be on chargeable basis. Rs 750/- per day will be charged for electricity and fresh water when the layup period exceeds 3 days.</p>	<p>None of the Major Port Tug Tender stipulates such clauses as this is additional burden to the Contractor. To include such costs, bidder is forced to increase its quoted price thereby higher cost to the Port. We request you to please waive off the clause as there was no such clause in your previous tug tenders. Kindly confirm.</p>	Tender Conditions prevails
23	Page No 33, <b>Clause no. 20.4; Deduction and Penalties</b>	<p><b>The lay-up period shall commence from the time the tug is not available at the disposal of HDC till it starts for</b></p>	<p>As per standard industry practice, when the tug is ready for normal operations post remedy of failure, the tug is considered as ON HIRE and consequently breakdown period comes to end.</p>	Tender Conditions prevails

		<p><b>attendance of the next job.</b></p> <p>For e.g.: In case the tug isn't available for use from 1600 Hours of 01.01.2018 and post repair of the tug it is ready by 1000 hours of 02.01.2018, but it is being called for work at 2000 Hours of 02.01.2018, thus the attendance of tug will be considered from 2000 Hours of 02.01.2018.</p>	<p>We request your kind confirmation in this regard.</p>	
24	<p>Page No 34, <b>Clause no. 26;</b> <b>Termination of Contract</b></p>	<p>KoPT at its sole discretion may terminate the contract after serving one month's notice if the performance of the tug is not satisfactory for three consecutive months. The decision of KoPT about the performance of the tug will be final. <b>KoPT also has the right to terminate the contract without assigning any reasons and it will be exercised by giving six month's final notice.</b></p>	<p>Please appreciate that the assets procured for performing the contract are highly capital intensive in nature and are arranged exclusively for this specific contract.</p> <p>Depending on the tenure of the contract, daily hire rates will be calculated and offered. Any reduction / early termination would seriously affect the price offered by the contractor.</p> <p>In view of above, we request that the Contract shall not be terminated for any reason other than substantial / material breach of the terms of the Agreement.</p> <p>We also bring to your kind attention that none of the previous HDC tug tenders stipulate such termination by convenience clause.</p>	<p>Tender Conditions prevails</p>

			We request you to please delete the clause. Kindly confirm.	
25		<b>Bank Guarantee for both EMD and PBG</b>	<p>(1) EMD: We request insertion of a standard notwithstanding clause:</p> <p>“Notwithstanding anything contained herein:</p> <p>a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only) ;</p> <p>b) This Bank Guarantee shall be valid upto _____; and</p> <p>c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”</p> <p>2) For both EMD &amp; PBG:</p> <p>We wish to submit that State Bank of India, as per their policy, has started incorporating additional clause in the bank guarantees issued by them.</p> <p>“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</p>	Tender Conditions prevails

		<p>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”</p> <p>We trust the same is acceptable to you.</p> <p>We wish to inform you that other Major Ports have accepted such inclusions.</p>	
26.		<p>We request addition of the below mentioned clauses in the tender:</p> <p>Consequential Damages</p> <p>Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Agreement, and each party shall protect, defend and indemnify the other from and against all such claims from any member of its Group as defined above.</p> <p>“Consequential damages” shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, whether or not foreseeable at the date of this Agreement.</p> <p>Limitation of Liability</p>	Tender Conditions prevails

		<p>“Notwithstanding anything to the contrary mentioned in this contract, the Contactors liability for each contractual year under this Contract shall be limited to 10% of the annual contract value i.e. only PBG shall be invoked.”</p> <p>Please confirm.</p>	
<b>Submissions of M/s Pragati Marine</b>			
28.	<u>Average Fuel Consumption</u>	<p>Tender Clauses 12.12, 12.13 and 13.2 are contradicting each other. It is submitted that, Clause 12.12 - ceiling of 155Ltrs/Hr for both MEs and Aux Gensets should only be considered as the basis for deduction towards excess fuel consumed and not in accordance with Clause 13.2 – which refers to monthly checks of machinery performance and fuel consumption. Also, please confirm, if, the joint trials for establishing average fuel consumption of the vessel would be undertaken only once in 12 months. HDC must also clearly specify minimum Duration for which the trials are to be conducted and Area where these trials are to be conducted to establish nearly accurate average fuel consumption of the vessel as the fuel consumption in river operations is always higher than the operations carried out inside the dock area.</p>	<p>Bidders are requested to refer to SI No. 3,4 &amp; 5 of corrigendum dated 31.05.2018.</p>
29.		<p>Tender Clause 16.1 Stoppages of vessel during</p>	<p>Tender Condition prevails</p>

		Operations because of fouling of props with floating tyre fenders, hawsers and wire slings attached to floating tyre fenders are beyond the control of contractor/Vsl and hence, such stoppages should be considered as permissible downtime. The contractor should not be penalised for stoppages due to floating underwater obstructions in Haldia Dock area.	
30.		Tender Clause 20.3 LD Rate should be reduced from Rs.40, 000/- per day to Rs. 25,000/- per day.	Tender Condition prevails
31.		Fuel Consumption during Stand By Mode: Please note that, whenever the Stand-By or Shut Down is ordered certain amount of fuel is consumed due to the time consumed in Disconnecting or Connecting of the shore supply. This happens because the Aux Engines are First to be taken on load when ordered Stand By and the Last to Shut Down after Shut Down of MEs. The contractor should not be penalised for extra consumption of fuel during this additional running of Gensets which is generally 15 minutes each time i.e. time required to connect and disconnect the shore supply.	Tender Condition prevails
32.		Statement of Monthly Deductions: Documentary evidence/proof of monthly deductions made by HDC should be provided to the vendor along with settlement of	Bidders are requested to refer to SI No. 10 of corrigendum dated 31.05.2018.

		monthly invoices of charter hire due to GST requirements.	
--	--	--	--