

**HIRING OF TWO TUGS (ASD/SRP/VOITH PROPULSION) OF 40 TON BOLLARD PULL EACH OR MORE OF RSV TYPE-IV / MS CLASS FOR A PERIOD OF SEVEN YEARS FOR HALDIA DOCK COMPLEX, SYAMA PRASAD MOOKERJEE PORT KOLKATA**

**E-Tender Id: 2020\_KoPT\_599376\_1**

**Tender No. :- GMM/436/HIRE/TUG/831**

**PRE BID REPLIES**

<i>Sl No.</i>	<i>Page No.</i>	<b>Clause No. / Actual Clause</b>	<b>Clarification Sought / Change Suggested</b>	<b>SMPK's Response</b>
1.	3	<b>Estimated value of tender</b>  1. INR 35,25,90,000 plus GST (Charter hire charge for one tug for 07 years)  2. INR 70,51,80,000.00 plus GST. (Charter hire charge for two tugs for 07 years)	<p>We wish to bring to your kind attention that the Estimated cost is substantially low considering the present market scenario. Tugs meeting Port requirement are hardly available in India and have to be sourced from the International secondhand sale &amp; purchase Market. Prevailing supply and demand mismatch in the market, exchange rate applicable as on date and higher mobilization cost due to Covid Pandemic situation has resulted in cost of acquisition significantly higher and therefore, the estimated value of tender is grossly inadequate.</p> <p>It may further be noted that tender also stipulates that the successful Bidder is required to provide a new Indian built Tug meeting the requirement of ASTDS after 18 months should the offered Tug is qualifying as Indian built and in such event, the</p>	As per the tender document

			<p>present tender estimate does not support the new built price.</p> <p>We are of the opinion that this significantly lower budgetary estimate would dissuade Bidders to participate in the tender and Port is running risk of retender due to non-participation/ lower participation which would result loss of precious time and effort of the Port. It is therefore request that Budgetary estimate is to be <b>revised to a higher level considering Bidders are require to quote for a new built tug under the Tender</b>. We request your kind consideration of above.</p>	
2.	4	<p><b>Tender Document fee</b></p> <p>The intending bidders also should submit the tender fee of Rs. 5,900/- (Rupees Five Thousand Nine Hundred only) including GST as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia,</p>	<p>Considering the ongoing pandemic issue and travel restrictions, it might not be possible for a bidder to submit <b>hard copy</b> of DD, banker's cheque or BG in time. <b>We therefore request that in lieu of EMD, the option of online transfer of EMD money to SMPK's bank account to be allowed.</b> Online transfer details shall be uploaded in the EMD section for Port's reference. If money has not been received by the Port at the time of technical bid opening, the bid would be summarily rejected. Kindly confirm the same.</p>	As per the tender document
3.	1	<p><b>Tender Subject:</b> Supply, manning, operation and maintenance of two tugs of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-IV/ MS Class for Haldia Dock Complex for a period of SEVEN years</p>	<p>We request the clause on page 69 to be modified as follows:</p>	Agreed. Must be under RS Type IV or MS Act.

	68  71	<p><b>REGISTERING AUTHORITY (Must be under RS type IV or higher)</b></p> <p><b>10.1 Manning in the tug has to be provided as per M.S. / RSV. Act as applicable.</b></p>	<p><b>REGISTERING AUTHORITY (Must be under RS type IV or higher MS Act)</b></p>	
4.	6	<p><b>Clause 2.1 Pre-Qualification Criteria (PQC):</b></p> <p><b>Sub- Clause 2.1.1 A) For one Tug</b></p> <p><b>Note: .... In case a bidder is unable to submit audited accounts of financial year 2019-20, due to non-completion of audit or for any other reason, he is allowed to submit Auditor's Report of the bidding firm, certified by Chartered accountant (CA), for the financial year 2019-20.</b></p>	<p>In line with standard practice in other Major Port tenders, in case a bidder does not have an audited financial report for latest year, <b>they shall submit financial reports of previous three years which is in this case 2016-17,2017-18,2018-19. Un audited reports are never accepted by any Govt agencies.</b></p>	<p>As per the Corrigendum/Addendum issued.</p>
5.	7	<p><b>Clause 2.1, Pre qualification crtitera</b></p> <p>The annual financial turnover criteria has been based on the annual estimate of the tender</p>	<p>With reference to CVC guidelines on the Eligibility Criteria, we believe the minimum qualification criteria is to be based <b>on total contract value</b>. We trust this clause does not flout CVC guidelines.</p>	<p>As per the tender document</p>
6.	7	<p>Clause 2.1 Pre-Qualification Criteria (PQC):</p> <p>Sub- Clause 2.1.2</p> <p>The term "similar works" means– Providing/operating, manning and</p>	<p>(1) We understand that bidder must have similar work experience of Supplying, Manning and operating of stated vessel and <b><u>experience of only manning the Vessel will not be considered</u></b> (as the tender is for charter hire of Tug which includes <b><u>supplying, manning and operating</u></b>). Please confirm.</p>	<p>As per the tender document</p>

		<p>maintenance of IV/ RSV/ MS class tugs / launches /<u>dredgers / any other vessels</u> with manpower.</p> <p>Note: Work order / Agreement / Lol for similar works and successful work completion certificates from clients clearly indicating Work order / Agreement / Lol Number, the period of contract, Actual Payment made for the contract/ works concerned has to be submitted along with the bid.</p>	<p>(2) Please delete the word <b><u>"dredgers / any other vessels"</u></b> as the same is not in line with requirement under tender and other major ports also don't allow such similar experience for qualification.</p>	
7.	8	<p><b>Clause 2.2 TEST FOR RESPONSIVENESS</b></p> <p>Sub -Clause 2.2.5</p> <p>Photocopy of the EMD submitted through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, <b>Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia</b></p>	<p>(1) Kindly clarify if EMD in the form of Bank Guarantee <b>for full amount is also acceptable (Refer clause no.3.11</b></p> <p>(2) Please clarify is Bank Guarantee is to be in favor of "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex" <b>or</b> "The Board of Trustees, For Syama Prasad Mookerjee Port" as stated in the format of BG on page 48.</p> <p>(3) As you are aware that due to Covid 19 Pandemic crisis, Banks are operating with minimal staffs for extending basic banking services only. In the given circumstances, it might not be possible for us to arrange a BG from local branch in Haldia since we do not have a direct banking relationship with them. However, it would be possible for us to arrange a BG from Hyderabad Branch. Trust this is acceptable.</p>	As per the tender document.
	19	<p>Clause 3.11 The bidders shall be required to deposit 'Earnest Money Deposit' (EMD) to Haldia Dock Complex, through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia. <b>Alternatively, an amount of INR 10.0 Lakh (Rupees Ten Lakh)</b></p>		

	49	<p>shall be paid by Banker's Cheque or Demand Draft, payable at Haldia and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian Scheduled/Nationalized bank, having Branch at Kolkata/Haldia. The format of the Bank Guarantee is attached as <b>Annexure – I</b>. In the event of issuing Bank Guarantee by any Branch outside Kolkata/Haldia, any Kolkata/Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee</p> <p><b>BANK GUARANTEE FORMAT</b></p> <p>3.We .....Bank.....Branch that the Trustees shall have no right to demand payment against this guarantee <b>after the expiry of 1 (one) calendar month from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....</b> Bank ..... Branch, Kolkata / Haldia,</p>	<p>(4) Further, we request please accept insertion of 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>We trust the same is acceptable to you.</p> <p>iv) We understand that only EMD and tender fee is to be physically submitted prior to <b>the last date and time of opening of bid</b>. Further, entire technical and Price Bid are to be submitted online only.</p> <p>(5)We request that 1 month claim period shall be included in the validity period as Banks are now issuing BG with a firm (i) validity period (ii) a Claim period which is as per prevailing banking regulations/ RBI guidelines.</p>	
8.	20	<p><b>3.15</b> The Earnest Money shall specially bind to keep his offer valid for acceptance upto <b>180 days</b> from the date of opening of Techno-Commercial bid and to abide by all</p>	<p>Since both validity of EMD and bid validity is 180 days from the date of opening of technical bid, <b>"the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the</b></p>	As per the tender document



	33	<p>a. built in India as per the Approved Standardised Tug Design and Specification (ASTDS) of Ministry of Shipping or;</p> <p>b. Indian flagged on or before 15/09/2020</p> <p>In case none of the bidders are able to fulfill the above mentioned criteria , then the bidders may offer an alternate tug for meeting the operational requirements of the Port, on the condition that the Tug initially offered shall be substituted with an Indian built tug as per the ASTDS not later than 18 months from the date of commencement of the charter, failing which the</p> <p>contract shall be terminated and the Security Deposit will be forfeited. Such defaulting parties shall thereafter be barred from participation in further tenders for chartering of any type of vessel for all Ports under the Ministry of Shipping.</p> <p><b>12.0 SCOPE OF WORK</b></p> <p><b>12.3 Age of Tug/Tugs no more than 13 years on 01.06.2021.</b></p>	<p>consider ASTDS compliance tug at the time of Bid submission (23<sup>rd</sup> Feb'21)</p> <p>Further, there are hardly existing Indian flag 40 TBP tug boats of less than 13 years old which could be deployed for the full term of the contract as per the tender.</p> <p><b>We may therefore request you to kindly accept existing Indian flag vessels of less than 15 years old for a 5 years contract tenure which would meet the Port's urgent requirement. This would also facilitate wider participation under the Tender.</b></p>	
11.	12	<p><b>Clause IV. Important Instructions for e-Tender</b></p> <p>Sub – Clause 16</p>	<p>We understand splitting of tender as specified in the clause 16 is not applicable. Kindly confirm.</p>	<p>As per the tender document</p>

	13	<p>Micro &amp; Small Enterprises (MSEs) registered with NSIC.... <b>When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.</b></p> <p><b>Clause V. Commercial Terms &amp; Condition</b></p> <p><b>Sub- clause 5</b></p> <p>When splitting of tender quantity is not possible purely on technical AGREE ground...</p>		
12.	15	<p><b>Clause V. Commercial Terms &amp; Condition</b></p> <p>Sub-clause 14</p> <p>The Trustees also reserve the right to obtain revised commercial bid to AGREE the extent and in areas required from the technically acceptable bidders before opening of the price bids.</p>	Please note that the clause is not in conformity with the standard tender clauses of the Major ports wherein only the price quoted by the Bidders at the Bid submission is considered for evaluation and finalization of the Tender. We also believe this clause contravenes CVC guidelines. Kindly delete this clause.	As per the tender document
13.	15	<p><b>Clause V. Commercial Terms &amp; Condition</b></p> <p>Sub- clause15</p> <p>The Trustees are not bound to accept the lowest or any Tender and AGREE reserve the <b>right to accept a tender in full or in part</b></p>	We understand splitting up the contract means two tug contract could be awarded to two different bidders and it does not mean further splitting part of a contract in any way. Kindly confirm.	As per the tender document

		<b>and / or reject</b> a tender in full or in part without assigning any reason thereof.		
14.	20	<p><b>Clause VI. INSTRUCTIONS TO THE BIDDERS(ITB)</b></p> <p><b>3.16</b> Haldia Dock Complex, Syama Prasad Mookerjee Port reserves the right to ask anyone of the bidders, who has submitted his price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that, should Haldia Dock Complex, Syama Prasad Mookerjee Port deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by SMPK, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to SMPK, their tenders may be cancelled by Haldia Dock Complex, Syama Prasad Mookerjee Port.</p> <p><b>Form of tender; 5th Para</b></p>	<p>i) We request deletion of these stated clause as the <b>breakup of our price is purely proprietary information and confidential to our business which cannot be shared. The Port can evaluate the most competitive bid based on the price quotes offered by various bidders.</b></p> <p><b>No other Major Port has such clauses in Tug tender.</b></p> <p>Please confirm.</p>	As per the tender document
	48			
15.	20	<b>3.17</b> General Manager, Marine or his representative may convene meeting with the bidder with seven days prior notice	Kindly elaborate the purpose of meeting and what decision is being talked about in this clause.	As per the tender document

		which the bidders will have to attend, failing which decisions of the General Manager, Marine taken unilaterally will be final and binding on the bidder.		
16.	21	<p><b>4.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION</b></p> <p>v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.</p>	We understand that the joint venture/consortium agreement is required to be submitted at the time of bid submission. Please clarify.	Yes. As per the tender document
17.	28	<p><b>VI. Special Conditions of Contract (SCC)</b></p> <p><b>5.0 SECURITY DEPOSIT:</b></p> <p>The successful tenderer shall have to submit Security Deposit amount computed as per ....</p> <p><b>Total Value of the work- % Security Deposit</b></p> <p>More than Rs. 20,00,000/- =10% of first Rs. 10,00,000/- + 7.5 % on the next Rs. 10,00,000/- + 5% on the balance.</p> <p>5.1 Security Deposit should be submitted within 20 calendar days, on receipt of Letter of Acceptance. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court.</p>	<p>We wish to draw your attention to the most recent Office Memorandum issued by the Ministry of Finance, Government of India with respect to Performance Security. <b>The said Memorandum has reduced the quantum of Performance Security to 3% of the value of the contract for all tenders/ contracts issued/ concluded till 31 .12.2021.</b></p> <p>In view of above, we request you to kindly reduce the Performance security amount to 3% of Contract Value.</p> <p>Please confirm</p> <p>(ii) We request that at least 30 days' time period shall be granted to submit PBG post issuance of LOA.</p>	As per the tender document

18.	33	<p><b>12.0 SCOPE OF WORK</b></p> <p>12.1 General: The Tug(s) shall.....The Tug may also be used for assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels, assistance in lighterage operations at Sagar/Sandheads and for any other work that the vessel is capable of and as assigned by the port anywhere, anytime, within the jurisdiction of the port as per requirement including.</p> <p><b>12.0 SCOPE OF WORK</b></p> <p><b>12.13</b> In case the tug is engaged in firefighting and or pollution control as ordered by the Port, the cost of foam / chemicals consumed for the firefighting / pollution control will be reimbursed by the Port as per actual.</p>	<p>1)Kindly note that assistance to dead ship, refloatation of grounded vessels, participation in pollution containment activities are specialized jobs and requires approval of insurance on case to case basis with payment of additional premium. We therefore request following:</p> <p>(i)The cost of additional premium to be reimbursed by the Port on production of documentary evidence.</p> <p>(ii) Many a times, urgency of the job requires the tug or holidays/ weekends do not allow adequate time to the contractor to obtain approval of insurance in time prior the job is attended. In this back drop, we request that both the Port and the Owner of assisted vessel shall indemnify the Contractor against all damages, losses of their property, injury, death of their personnel third party liabilities including environment liabilities. Basis this indemnity letter, contractor can go ahead with the job promptly and can complete insurance process at a later stage. Please confirm your acceptance to the above suggestion.</p> <p>2)We request that a separate salvage related clause to be included as follows:</p> <p>"All salvage rendered shall be for the Port and Contractor's equal benefit after deducting all lawful expenses including additional manning and insurance, if any and the hire paid under the agreement for the period of salvage and other repairs or damage and fuel consumed. No salvage shall be</p>	As per the tender document
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			undertaken without the explicit orders of the Port and consent of the contractor. The Port shall take all measures to secure payment of salvage and the GM Marine shall enter into agreement for salvage on behalf of the Port and the Contractor and protect the Contractor from risks of Salvage.	
19.	34	<b>12.0 SCOPE OF WORK</b>  12.10 Fuel:  <b>Usage of auxiliary engine will be capped to 10 % more than that of main engine.</b>	1) Please appreciate if shore power is not available Tug have no option but to run Auxiliary Engine and the fuel will be on Ports account. <b>Therefore, in such cases the 10% limit on usage of the Aux Engine is not possible.</b>  No other Major Port has such clause and they allow the Tug to be on Aux Engine when shore Power is not available during idle conditions.	As per the tender document
	35	Clause No. 13.4 Power Supply  Power Supply : Shore supply to the Tug when tied up to Jetty/Lock Entrance etc. will be provided as and when possible free of cost. <b>But this is not a binding obligation and is solely at HDC, SMPK's discretion.</b>		
20.	35	<b>13.0 HDC, SMPK's Responsibilities:</b>  (b) In the event of any difficulty faced by SMPK for supply of fuel the Contractor will be requested to supply the fuel to the Tugs with 7 days prior notice and the cost will be reimbursed at actual cost including transport charges on production of supporting documents. <b>After 7 days contractor will be held liable for laid up due</b>	(i) Please note in this case GST will also be applicable. Therefore, Port is required to pay total cost <b>plus GST at applicable rate.</b>  (ii) <b>The Contractor shall not be held responsible for non- availability of fuel which is beyond Contractor's control. Please confirm</b>	As per the tender document

		to shortage of fuel and daily hire charges shall not be paid in case tug does not operate due to non-supply of fuel by the contractor. However, no penalty will be levied.		
21.	34	<p><b>12.0 SCOPE OF WORK</b></p> <p>12.11 External firefighting System: The tug should be provided with minimum 2 fire monitors, should be able to throw water to a minimum distance of 120 meters</p> <p>from the vessel and to a height of minimum 45 meters. The monitors are to be remote controlled from the wheelhouse. A separate foam tank, with a capacity of</p> <p>not less than 10 CuM, is to be provided.</p>	<p>We draw your attention that a foam tank capacity of 10 CuM is not a standard capacity for 40 TBP tug category. We request that requirement of foam tank capacity should be lowered to minimum level as available.</p> <p>Also please do not specify <b>number of monitors, remote control from wheel house, throwing distance and height of the monitor</b> as it would limit the tugs meeting these requirements. Only Tugs with FiFi -1 class requirement would have these standard requirements.</p>	It has been modified. Please see the corrigendum/addendum.
22.	33	<p><b>Clause 12.2</b></p> <p>Towing lines (two numbers) of adequate strength commensurate with the Bollard Pull of the tug should be provided.</p>	We request deletion of this requirement as towing lines of tug is not used.	As per the tender document
23.	35	<p><b>Clause 13.1</b></p> <p>(c) A Log Book will have to be maintained by the Master or Chief Engineer of the Tugs' day to day consumption, R.O.B., <b>soundings of tanks, Digital flow meter readings</b> etc. and the same has to be sent to the General Manager, Marine or his representative via</p>	<p>Typically harbor tugs are not equipped with flow meters as accuracy of flow meters is not reliable at varying loads. We have experienced various issues related to flow meters such as flow of fuel slows down considerably many a times resulting in sudden shut down of Engines /developing technical snags.</p> <p>Considering these practical difficulties none of the major Ports where we perform tug services like JNPT,</p>	As per the tender document

		<p>email for verification periodically and a daily report to be submitted on the same.</p> <p>(d) <b>Digital flow meters should be fitted on the fuel inlet and outlet of Main Engines and the same should be calibrated every year.</b></p>	<p>Mumbai Port, NMPT, Cochin Port, Tuticorin Port, Vizag Port &amp; Paradip Port insist on this requirement and most of these ports have waived off requirement of flow meters though initial tender had stipulated such requirements.</p> <p><b>Further such modifications in existing Tugs may not be possible due to design restriction.</b></p> <p><b>In view of above, we request you to kindly delete the flow meter requirement and the consumption may be measured by tank soundings.</b></p>	
24.	36	<p><b>14.0 Mobilization Period</b></p> <p>On placement of Work Order, the offered Tug is to be made available at Haldia and commence operation within <b>60 calendar days</b>. ....</p> <p><b>20.3</b> If the Contractor fails to deliver the offered tug as per specification given in the tender within 60 days from the date of the issuance of work order, liquidated damages at the rate of Rs.40, 000/- per day will be levied on the contractor from the 61st day onward.</p>	<p>We request you to please provide a minimum of <b>"90 days"</b> from the date of issue of LOA as delivery period. Please note that these capital intensive assets are deployed under long term contract and process of their getting them released and mobilization would commence upon issue of the LOA. It is therefore requested that the Delivery period/Mobilization time be increased to 90 Days from the date receipt of Letter of Acceptance.</p>	As per the tender document
25.	36	<p><b>15.0 BOLLARD PULL</b></p> <p>The BP certificate should be issued by a Classification Society, which is a member of IACS. Port may ask for a Bollard Pull test any time during the contract tenure. <b>The BP test</b></p>	<p>(i) We agree that the Port has right to ask for a fresh bollard pull test if Port feels the Tug's performance has deteriorated. However, if the Tug successfully delivers the Bollard pull required under the Tender, all the related costs shall be borne by the Port apart from the daily hire rate applicable during this period.</p>	As per the tender document

		<p><b>should be carried out at HDC. In case the BP test results are satisfactory; the tug will be considered on-hire for conducting such test. All such tests shall be carried out at contractor's cost and witnessed by Classification Society Surveyors, which is a member of IACS.</b></p> <p>(a) If Bollard Pull falls below 40 tons, the contractor has to provide a substitute Tug of similar or better specification. In case of failure to supply a substitute Tug, the contract will be liable to be terminated.</p>	<p>Our suggestion is in line with the standard Major Port tender conditions.</p> <p>(ii) As per Classification society requirements adequate draft of 15mtrs should be available to conduct BP test. Since, the Port does not have such draft available, we request BP test is to be conducted in near by Ports.</p> <p>(iii) Kindly note that availability of tugs of this capacity and meeting tender conditions in the East coast of India is extremely difficult. Many a times given a rectification period, Tug could be brought back to original Bollard Pull capacity. We therefore request that at least 30 days rectification period shall be given if the fall in Bollard pull is within 5 tons. If the fall is more than 5 tons, Tug will be considered unavailable and a substitute tug shall be provided as per Clause 20</p>	
26.	37	<p><b>16.0 GUARANTEED AVAILABILITY:</b></p> <p><b>16.1</b> The Contractor will have to stand guarantee for the tug's availability for at least 350 days in a year, in fully operational condition. In case the availability of the vessel falls below the said minimum guaranteed level, no daily hire charge shall be paid for the '<b>DEFICIT PERIOD</b>' and in addition to the same, penalty as per clause 20.1 will be applicable. The lay off period of</p>	<p>(i) We understand that if a Tug is Available for more than 350 days (for example 365 days) the daily hire rate will be paid for these additional days also. Please confirm.</p> <p>(ii) <b>We request a standard tender clause of Major Port Tug tender</b> The Contractor shall be allowed a down time of 12 days per year during the currency of the contract for upkeep of the tug. The full one year's 12 days down time will be credited in the beginning of each contractual year. However, the contractor</p>	As per the tender document

	37	<p>maximum 15 days (16 days in a leap year) will be allowed in a year subject to obtaining approval from the Engineer of the contract. If the annual layoff period is unused for any particular year, it cannot be carried forward to the subsequent year(s).</p> <p><b>19.0 Daily Hire Charge:</b> Daily Hire Charge shall be paid for everyday the vessel is in operation/ standby mode as described in clauses 17.1 and 17.2 above. However, during the lay off period of the Tug, either for repair or for any other reason, no charges will be payable</p>	<p>must take prior permission in writing of the Port before laying up the tug to carry out any maintenance work or repairs, surveys or drydock etc. During the permissible down time charter rates will be paid. Down time balance at the end of the year can be carried forward to the next year however, the cumulative down time available to credit of the Contractor shall not exceed 15 days at any time. Any down time beyond 15 days will lapse.</p> <p>Kindly consider the above.</p>	
27.	38	<p><b>20.0 Deduction and Penalties:</b></p> <p><b>20.1</b> SMPK will not pay .....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. Nonpayment of daily hire rates and levy of penalty shall be calculated on pro-rata basis. GST as applicable would also be imposed on all deductions and penalties on the contractor</p>	<p>The Penalty rate under the Tender is too steep as compared to penalty rate applicable in any other Major Port. We hereby reproduce the most common Penalty clause from other Major ports as follows:</p> <p>If the Tug is inoperative and / or unavailable and HDC is denied use of the tug, penalty will be levied from the time and date of such inoperation/ unavailability after allowing any down time to the credit of the Contractor up to the time and date of break down / in operation as follows, in addition to non-payment of charter hire charges.</p> <p>from the time and date of such non-availability / inoperation - up to 14 days ..... 15% of hire charges per day or part thereof on pro rata basis</p>	As per the tender document

	38	<p><b>20.2</b> In case the offered tug becomes inoperative after its deployment, then a substitute tug with similar/ better specification shall be provided as a replacement by the Contractor at no extra charge within <b>30 days</b> from the time and date the offered Tug being inoperative / broken down. For the period of unavailability of the offered tug due to being inoperative, clause <b>20.1</b> will be applicable for the <b>deficit period</b>.</p> <p>However, if the contractor fails to deploy the substitute tug for operation within 30 days</p> <p>.....similar tug means a tug meeting the basic tender requirements and having the <b>similar propulsion system</b> bollard pull, speed and fuel consumption. ...</p>	<p>15 to 21 days . .... 30% of hire charges per day or part thereof on pro rata basis</p> <p>Beyond 21 days ..... 50% of hire charges per day or part thereof on pro rata basis</p> <p>(ii) Similar tug definition: Please change similar propulsion system to a propulsion system meeting tender requirement</p>	
28.	39	<p><b>23.0 Insurance:</b> The vessel must have comprehensive insurance with a reputed P&amp;I club having the following coverage:</p> <p>i) The hull, machinery and 3rd party liability.</p> <p>ii) Total and constructive loss of the vessel.</p> <p>iii) Coverage for wreck removal in case the vessel is wrecked.</p>	<p>We bring to your kind attention that the following standard insurance covers available to the Tug Owner:</p> <p>a) Hull &amp; Machinery (H&amp;M) and war risk insurance coverage for the Tug</p> <p>b) Protection &amp; Indemnity (P&amp;I) for third party liability, wreck removal, pollution liabilities</p> <p><b>As these are only insurance covers available to the Owner, we trust these insurance shall meet the requirement of the Port.</b></p>	As per the tender document

		iv) Pollution liabilities	Please confirm.	
29.	40	<p><b>40 Payment</b></p> <p><b>24.3</b> a) PF/EPF, ESI Receipt and proof of payment made to the crew/staff to be produced for release of payment.</p> <p><b>28.0 Compliance of relevant Acts, Ordinances etc.</b></p> <p>The contractor should comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Employees State Insurance Act (if applicable), Workmen's Compensation Act, 1923 and the Contract Labour (Regulation &amp; Abolition) Act, 1970, The payment of Bonus Act, 1965 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder, from time to time.</p>	<p>As your good self is aware, most of the listed rules and regulations are not applicable for Tug contract which is governed by M S Act. We therefore understand that the Contractor will be held responsible for applicable rules and regulations specific to this contract.</p> <p>Please confirm.</p>	As per the tender document
30.	41	<p><b>25.0 Termination of Contract.</b></p> <p>SMPK 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.</p> <p>The decision of SMPK about the performance of the tug will be final. <b>SMPK also has the right to terminate the contract</b></p>	<p>We wish to humbly submit that the said clause has wider ramifications in terms of uncertainty over the contract tenure and also goes against the general Industry principle of <b>termination, which is only due to the non-performance of the Contractor.</b></p> <p><b>Paradip Port &amp; Mumbai Port in their most recent Tenders and in other Major Ports such as Vishakhapatnam Port, NMPT, Ennore Port have removed this exit clause and contract can</b></p>	It has been amended. Please see the corrigendum/addendum

		<p>without assigning any reasons and it will be exercised by giving six month's final notice.</p>	<p>be terminated only due to default on the part of the contractor.</p> <p>Kindly appreciate that the Tug which would be procured for performing this contract is highly capital intensive in nature and are acquired exclusively for this specified contract. <b>Depending on the tenure of the contract, prices offered in the tender are calculated. Therefore any early termination would seriously affect the viability of the work at the price offered by the contractor.</b></p> <p>It may kindly be noted that Bankers perceive these as higher risk Project and thereby, bankability of the Project is significantly affected resulting in <b>(i) a fewer options available for financing these assets (ii) higher cost and stricter terms of financing.</b> Therefore, we request that the Contract shall not be terminated for any reason other than <b>substantial breach of the Agreement and Contractor's <u>continued failure to perform</u></b>/willful misconduct or gross negligence and these conditions have already been covered in other sub clauses.</p> <p>In view of above, please delete the highlighted sentence "<b><u>SMPK also has the right to terminate the contract without assigning any reasons and it will be exercised by giving six month's final notice</u></b>".</p>	
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31.	41	<p><b>Force Majeure</b></p> <p>i) In the event of either party being rendered unable by 'force majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'force majeure', shall upon notification to the other party, be suspended <b><u>for the period during which 'force majeure' event lasts</u></b>. The cost and loss sustained by either party shall be borne by respective parties</p>	<p>(i) Please note that even after the force majeure event is over it may take some time to commence the services (example: If Tug is damaged during the Force Majeure, Some time will be required towards assessing the condition of Tug, repair and maintenance etc). In view of above, please modify the highlighted sentence as follows: "for the period during which the <b><u>impact of force majeure</u></b> event lasts".</p> <p>(ii) We also suggest that either party should have the right to terminate the contract if the force majeure event (including impact) persists for more than 3 months.</p>	As per the tender document.
32.	38	<p><b>20.4</b> The lay-up period shall commence from the time the tug is not available at the disposal of HDC <b><u>till it starts for attendance of the next job.</u></b></p> <p>For eg: In case the tug isn't available for use from 1600 Hours of 01.01.2018 and post repair of the tug it is ready by 1000 hours of 02.01.2019, but it is being called for work at 1400 Hours of 02.01.2019, thus the attendance of tug will be considered from 1400 Hours of 02.01.2019.</p>	<p>Please note that if next operation may take place after some days and contractor cannot afford to be off hired for such duration when the Tug is available for operations.</p> <p>Please note that once the contractor reports the availability of the Tug to Port the same should be considered onhire immediately as the tug is available for use.</p> <p>In view of above, we request amendment the highlighted sentence as follows: "<b><u>the breakdown period shall come to an end when the Tug reports back to the HDC confirming their availability.</u></b>"</p>	As per the tender document.
33.	43	<p><b>30.0 TUG'S ENCUMBRANCES ON CONTRACTOR:</b></p>	We understand that said undertaking in stated clauses will be submitted by the successful contractor	This has to be submitted at the time of bidding.

	9	<p>The bidder shall submit an undertaking that the offered Tug is free from all encumbrances and lien. However, encumbrances/lien of financier are accepted.</p> <p><b>2.2 TEST FOR RESPONSIVENESS</b></p> <p><b>2.2.25 The contractor</b> shall submit an undertaking that the offered Tug is free from all encumbrances and lien. However, encumbrances/lien of financier are accepted.</p>	as he may not own the Tug at the time of bidding and after owning of the Tug Contractor may give such undertaking.	
34.	68	<p><b>INDEMNITY BOND</b></p> <p>BY THIS BOND I, Shri/Smt..... Son of Shri/Smt... , the said Haldia Dock Complex, Syama Prasad Mookerjee had asked the every tenderer , <b><u>who is not covered under E.S.I. Act</u></b> or exempted to furnish an Indemnity Bond in favour of Marine Department ,Haldia Dock Complex, Kolkata Port Trust against all damages and accidents to the labourers tenderer /contractor.</p>	<p>(1) We wish to inform you that the Crew of Tug is covered under MS act and under P&amp;I insurance cover. The ESI is not applicable for them. Therefore, from the wording of the format on page 54, we understand that the same is not applicable for Tug hiring contract.</p> <p>(2) Further, we understand that indemnity bond to be submitted after award of the contract.</p>	<p>1. As per the tender document.</p> <p>2. The Indemnity Bond has to be submitted at the time of bidding.</p>
35.	9	<b>Clause 2.2.26</b> Complete and signed copy of enclosed "Integrity Pact".	<b>Please clarify if the same is to be executed after award of the contract or at the time of bidding.</b>	The same has to be executed at the time of bidding

36.	9	<p><b>Clause 2.2.33 Ownership:</b></p> <p>(i) Tenderer shall possess at least 1 tugs of 40 tonne (min.) bollard pull by absolute ownership /Despndent ownership/Charter lease/MoU/MoA. ....</p> <p>(ii) Where the bidder does not possess the tug, he should have entered into an agreement with the owner of the tug for purchasing/leasing of the tug which he intends to deploy to SMPK for the duration of the contract, and shall submit valid documents (self-attested) to prove the same.</p>	<p><b>As there is an ambiguity between subclause (i) and (ii) of Clause 2.2.33,</b> we understand that if the bidder does not possess tug at the time of bidding, he has to submit an agreement / <b>Memorandum of understanding (MOU) / Letter of Authority (LOA)</b> with the owner / seller of the tug for purchasing/leasing of the tug which he intends to deploy to SMPK for the duration of the contract.</p> <p><b>Please confirm.</b></p>	As per the tender document.
37.	21	<p><b>Clause i.</b></p> <p>All joint venture agreements/ consortium agreements, <b>technical collaboration</b> agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.</p>	<p>Please note that none of the Major Port Tenders allow experience of a technical collaboration as a substitute to the required experience of the Bidder. <b>For evaluation of minimum eligibility criteria, only those parties forming part of consortium/ JV shall be considered.</b></p> <p>Please clarify.</p>	As per the tender document.
38.	32	<p><b>12.0 SCOPE OF WORK</b></p> <p>12.1 General: The Tug shall primarily be used for assisting vessels inside Haldia Dock Complex and in the river for berthing/unberthing/ double banking etc. at different berths and at oil jetties by towing, checking &amp; pushing. Quick release</p>	<p>Please note that these Tug boats are designed for harbour operations within port limits. Further, the manning and insurance requirement for operation outside port limit is different.</p> <p>In view of above we request you to kindly confirm that the operations of the Tug during contract tenure will be restricted to within Port limit.</p>	As per the tender document.

		tow hook and /or towing winch with adequate strength. ...	<b>Please confirm.</b>	
39.	69	<p><b>Technical specification format</b></p> <p><b>SL no. 21</b> FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT THE RPM GENERATING AT LEAST 40 TONNES BOLLARD PULLS [RPM TO BE MENTIONED]</p> <p><b>SL NO. 22 FUEL CONSUMPTION</b></p> <p>A) SFOC OF MAIN ENGINES - BHP /HR (AS PER MANUFACTURER AND CLASSIFICATION SOCIETY CERTIFICATE TO BE ATTACHED)</p> <p>B) FUEL CONSUMPTION</p> <p>100% MCR – LTRS/HRS.</p> <p>90% MCR – LTRS/HRS.</p> <p>50% MCR – Ltrs/Hrs.</p>	<p>Please note that at sl no. 22 of specification format the bidder is to provide MCR consumption figure as per manufacturers data. And at Sl no. 20 of technical specification the bidder to provide average fuel consumption which will be used for price evaluation.</p> <p>In view of above, <b>the requirement in SL no.21 may be deleted.</b></p>	As per the tender document.
40.		<b>Additional Query:</b>	<p>We understand that following documents for offered Tug are to be submitted along with Bid.</p> <ul style="list-style-type: none"> <li>• Registry certificate</li> <li>• Valid Class certificate as on date of bid submission -<b>for Age proof</b></li> <li>• GA Plan</li> <li>• Latest Bollard Pull test certificate as per Tender</li> </ul>	As per the tender document.

			<ul style="list-style-type: none"> <li>Engine Manufacturers' data/ Shop test record for Main Engine in support of 100% MCR fuel consumption.</li> </ul> <p><b>Other documents for Tug as specified in tender. Please confirm.</b></p>	
41.	51	<p><b>Annexure II-Agreement format</b></p> <p>2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. (a) The said Tender / Offer &amp; the acceptance of the Tender / Offer</p> <p>.....(h) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.</p>	<p>As the terms of the tender are clarified changed vide pre bid clarification, addendum, corrigendum issued by the Port. Therefore, we understand that Pre bid clarification, corrigendum, addendum will also form part of the Agreement and the same may be added as additional point after SI no. (h).</p> <p>Please confirm.</p>	It has been amended. Please see the corrigendum/addendum
42.		<p><b>29.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES &amp; ARBITRATION</b></p> <p>29.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings &amp; Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.</p>	<p>(1) We would like to mention that the nature of the current contract is that of providing services and the terms such as specifications, drawings &amp; instruction, execution of work, quality of workmanship, etc will not apply to us as the same pertain to a works contract.</p> <p>The Arbitration process mentioned is entirely for Works contract and therefore request a simple Arbitration clause as follows:</p> <p>“any dispute arising out of or in connection with this contract shall be resolved by amicable discussions, failing which the matter shall be referred to arbitration by a sole arbitrator appointed in accordance with the arbitration</p>	As per the tender document.

		29.2 If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.	and Conciliation Act, 1996 as amended from time to time"	
43.	9	Clause 2.2.31 The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda." With this there will be no necessity to upload signed bid document and GCC	We understand GCC is not applicable for Marine specific contracts and in case of any discrepancy tender document conditions will prevail.  Please confirm	As per the tender document.
44.	33	Clause 12.3 Age of the tug/tugs no more than 13 years as on 01.06.2021	<b>We request you to kindly increase the vessel age by 20 years.</b>	As per the tender document
45.	7	Clause 2.1 Similar Work: Providing/operating, manning and maintenance of IV/ RSV / MS class tugs /launches / dredgers / any other vessels with manpower.	Similar Work: Kindly confirm whether the dredging work / dredger owner is eligible?	As per the tender document
46.	24	Clause 4.2.5 Where the „Successful Bidder“ is a „Consortium“, it shall be required to form an appropriate „Special Purpose Vehicle“ or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:	Please confirm whether the “Partnership Firm” is eligible to participate individually / JV	Yes.
47.	21	Clause 4.0 - vi Firms with at least 26 % equity holding each shall be allowed to jointly meet the eligibility criteria.	JV Company Participation: whether the company is qualify If Technical & Financial qualification criteria satisfied by any one of the JV company, Kindly confirm	As per the tender document

**HIRING OF TWO TUGS (ASD/SRP/VOITH PROPULSION) OF 40 TON BOLLARD PULL EACH OR MORE OF RSV TYPE-IV /  
MS CLASS FOR A PERIOD OF SEVEN YEARS FOR HALDIA DOCK COMPLEX, SYAMA PRASAD MOOKERJEE PORT  
KOLKATA**

**E-Tender Id: 2020\_KoPT\_599376\_1**

**Tender No. :- GMM/436/HIRE/TUG/831**

**Corrigendum/ Addendum**

**Corrigendum – IV CORRECTIONS / ADDITIONS / DELETIONS, ETC.**

1. This “Corrigendum-IV” should be read in conjunction with the referred Tender Document and Corrigendum.
2. Consequential changes, arising out of this Corrigendum-IV, will be deemed to have been effected, even if the same were not incorporated specifically in the Tender Document and Corrigendum-IV.
3. One set of this “Corrigendum-IV”, shall have to be submitted along with the Offer (in with each page of it, duly signed and stamped, as token of acceptance).
4. All other terms and conditions of this office above Tender Document will remain unchanged.

Sl. No.	Clause No.	Page No.	Existing Clause	Amended Clause
1.	3.10  Schedule of Tender Point I.	19  4	<p>The bidder shall be required to deposit</p> <p><b>a. For One Tug - Rs. 45,25,900 (Rupees Forty Five Lakhs Twenty Five Thousand Nine Hundred)</b></p> <p><b>b. For Two Tugs - Rs. 80,51,800 (Rupees Eighty Lakhs Fifty One Thousand Eight Hundred)</b></p> <p>as EMD payable to SMPK,HDC.</p>	<p>The bidder shall be required to submit a Bid Security declaration stating:</p> <p>“If I/we withdraw or modify the Bid during the period of validity, or if I/we are awarded the contract and if I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, then I/we will be suspended for the period of time specified in the tender document from being eligible to submit Bids/ Proposals for contracts with the SMPK”.</p> <p>The same has been attached as <b>Annex-XV</b> below.</p>
2.	Schedule of Tender Point K.	5	<p>Date of submission of EMD &amp; Bid Document Fee to the office of tendering authority of HDC, SMPK.</p> <p>From 1500 hours on 09.03.2021 up to 1500 hours on 10.03.2021</p>	<p>Date of submission of Bid Document Fee to the office of tendering authority of HDC, SMPK.</p> <p>From 1500 hours on 09.03.2021 up to 1500 hours on 10.03.2021</p>
3.	2.1.1	6	<p>The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2020, must be at least <b>₹ 3,02,22,000/-</b>. Auditor's Report of the bidding firm, certified by Chartered Accountant (CA), mentioning <b>UDIN</b>(Unique Document Identification Number), for the years 2017-18, 2018-19 and 2019-20, including relevant Audited Balance Sheets and Profit &amp; Loss Accounts, has to be submitted with the bid. <b>(The annual financial turnover criteria has been based on the annual estimate of the tender).</b></p> <p><b>Note:</b> The bidder must upload the scanned copies of Annual Financial Turnover Statement (certified by CA)</p>	<p>The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2020, must be at least <b>₹ 3,02,22,000/-</b>. Auditor's Report of the bidding firm, certified by Chartered Accountant (CA), mentioning <b>UDIN</b>(Unique Document Identification Number), for the years 2017-18, 2018-19 and 2019-20, including relevant Audited Balance Sheets and Profit &amp; Loss Accounts, has to be submitted with the bid. <b>(The annual financial turnover criteria has been based on the annual estimate of the tender).</b></p>

			for the years 2017-18, 2018-19 and 2019-20 along with Balance Sheets and Profit & Loss Accounts. In case a bidder is unable to submit audited accounts of financial year 2019-20, due to non-completion of audit or for any other reason, he is allowed to submit Auditor's Report of the bidding firm, certified by Chartered accountant (CA), for the financial year 2019-20.	<b>Note:</b> The bidder must upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2017-18, 2018-19 and 2019-20 along with Balance Sheets and Profit & Loss Accounts. In case a bidder is unable to submit audited accounts of financial year 2019-20, due to non-completion of audit or for any other reason, <u>he is allowed to submit a certificate of Turnover (indicating UDIN) issued by the Statutory Auditor of the company/firm for the financial year 2019-20.</u>
4.	5.0	28	<b>SECURITY DEPOSIT:</b> The successful tenderer shall have to submit Security Deposit amount computed as per the undernoted percentage on the evaluated value of the tender as accepted by Kolkata Port Trust, HDC in Demand Draft or in the form of Bank Guarantee as per the enclosed format at Annexure – IX in favour of “Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex” from a National/Scheduled Indian Bank from its branch at Kolkata or Haldia:- .....	<b>SECURITY DEPOSIT:</b> The successful tenderer shall have to submit Security Deposit amount computed as per the undernoted percentage on the evaluated value of the tender as accepted by <u>Syama Prasad Mookerjee Port, Kolkata</u> in Demand Draft or in the form of Bank Guarantee as per the enclosed format at Annexure – IX in favour of “Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex” from a National/Scheduled Indian Bank from its branch at Kolkata or Haldia:- .....
5.	12.10	34	<b>Fuel:</b> The tenderer has to specify the fuel consumption per hour of main Engine and DG set separately. However, evaluation will be done based on 08 hours of working of Main Engine and 10 hours working of auxiliary engine (DG set) as mentioned in price bid subject to the upper limit of <b>125 litres/hour</b> for the main engines and <b>10 litres/ hour</b> for auxiliary engine.	<b>Fuel:</b> 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 <b>8.8 hours</b> working of auxiliary engine (DG set) as mentioned in price bid

			<p>However, consumption of fuel will be considered as per actuals as submitted by the contractor in monthly bills, subject to upper ceiling which would be lesser one of the followings:</p> <p>(i) <b>135 litres/hr</b> (i.e upper ceiling of <b>125 litre/hour</b> of main engines plus <b>10 litres/hour</b> for auxiliary engine) or</p> <p>(ii) the fuel consumption quoted per hour for both the main engines and auxiliary engine in totality.</p> <p>During the course of deployment, if the fuel consumption is found to be above the admissible quantity as stated above, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate. Usage of auxiliary engine will be capped to 10 % more than that of main engine.</p>	<p>subject to the upper limit of <b>125 litres/hour</b> for the main engines and <b>10 litres/ hour</b> for auxiliary engine.</p> <p>However, consumption of fuel will be considered as per actuals as submitted by the contractor in monthly bills, subject to upper ceiling which would be lesser one of the followings:</p> <p>(i) <b>135 litres/hr</b> (i.e upper ceiling of <b>125 litre/hour</b> of main engines plus <b>10 litres/hour</b> for auxiliary engine) or</p> <p>(ii) the fuel consumption quoted per hour for both the main engines and auxiliary engine in totality.</p> <p>During the course of deployment, if the fuel consumption is found to be above the admissible quantity as stated above, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate <u>plus 19.25%. If GST becomes applicable on HSD in future, tax will be levied as per applicable rate.</u> Usage of auxiliary engine will be capped to 10 % more than that of main engine.</p>
6.	12.11 Annex-VII Point 26	34 70	<p><b>External firefighting System:</b> The tug should be provided with minimum 2 fire monitors, should be able to throw water to a minimum distance of 120 meters from the vessel and to a height of minimum 45 meters. The monitors are to be remote controlled from the wheelhouse. A separate foam tank, with a capacity of not less than 10 CuM, is to be provided.</p>	<p><b>External firefighting System:</b> Fire pump for external firefighting with fire monitors, oil dispersant spraying Booms with suitable nozzles, sufficient fire protection system etc. FIF capacity of atleast 500 cum per hr with adequate Foam Tank and Dispersant Tank should be present.</p>

7.	20.3	38	<p>If the Contractor fails to deliver the offered tug as per specification given in the tender within 60 days from the date of the issuance of work order, liquidated damages at the rate of Rs.40, 000/- per day will be levied on the contractor from the 61st day onward.</p> <p>During layup period, fuel consumption will be on chargeable basis. Rs 1500/- per day will be charged for electricity and fresh water when the layup period exceeds 3 days.</p>	<p>If the Contractor fails to deliver the offered tug as per specification given in the tender within 60 days from the date of the issuance of work order, liquidated damages at the rate of Rs.40, 000/- per day will be levied on the contractor from the 61st day onward.</p> <p>During layup period, fuel consumption will be on chargeable basis. Rs 1500/- per day will be charged for electricity and fresh water when the layup period exceeds <u>3 consecutive days</u>.</p>
8.	24.3 a)	40	PF/EPF, ESI Receipt and proof of payment made to the crew/staff to be produced for release of payment.	PF/EPF, ESI Receipt and proof of payment made to the crew/staff for the <u>previous month</u> to be produced for release of payment.
9.	24.4	40	The cost of the quantities of HSD remaining on Board (ROB) at the time of On-hire & off hire would be reimbursed/adjusted by the port and the contractor respectively as per the HSD price prevailing at IOCL Haldia as on the dates of on-hire and off-hire respectively.	<p>The cost of the quantities of HSD remaining on Board (ROB) at the time of On-hire &amp; off hire would be reimbursed/adjusted by the port and the contractor respectively.</p> <p><u>Payment for HSD ROB shall be made on the basis of lower of HSD price prevailing at IOCL Haldia as on the dates of on-hire or the cost of procurement of HSD on board by the contractor as per invoice/ challan issued by HSD Supplier.</u></p> <p><u>At the time of off-hire of tug, 19.25% departmental charge on HF-HSD cost shall be recovered extra.</u></p>
10	12.3  Annex-VII Point 5	33  68	Age of Tug/Tugs no more than 13 years on <b>01.06.2021</b> .	<u>The age of the tug should not be more than 15 years as on 01/06/2021. However, in case the age of the tug is more than 13 years as on 01/06/2021, the same shall be replaced at the end of the fifth year of the contract with a</u>

	Point 3	71		<u>similar/better tug of age not more than 18 years, subject to conformity of the Clause 2.3.</u>
11.	25.0	41	<b>Termination of Contract.</b> SMPK 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 SMPK about the performance of the tug will be final. SMPK 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>Termination of Contract.</b> SMPK 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 SMPK about the performance of the tug will be final.  <u>The remaining clause i.e. "SMPK also has the right to terminate the contract without assigning any reasons and it will be exercised by giving six month's final notice" is deleted.</u>
12.	Annex-VII Point 7	68	REGISTERING AUTHORITY (Must be under RS type IV or higher)	REGISTERING AUTHORITY (Must be under RS type IV or MS Act)
13.	Annex-II Form of Agreement	51	2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. (a) The said Tender / Offer & the acceptance of the Tender /Offer (b) The General Conditions of Contract (c) The Special Conditions of Contract (d) The Conditions of Tender (e) The Technical Specifications (f) The Schedule of Rates (g) The Terms of Payment (h) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.	2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. (a) The said Tender / Offer & the acceptance of the Tender /Offer (b)Corrigendum/ Addendum, if any. (c) The General Conditions of Contract (d) The Special Conditions of Contract (e) The Conditions of Tender (f) The Technical Specifications (g) The Schedule of Rates (h) The Terms of Payment (i) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.

**Tender No.: - GMM/436/HIRE/TUG/831**

**Tug Hire Tender-MARINE DIVISION**

Format for Bid Security Declaration

To be Declared in a Stamp Paper of Rs 50/-

The General Manger (Marine)  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata

Sir

“If I/we withdraw or modify the Bid during the period of validity, or if I/we are awarded the contract and if I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, then I/we will be suspended for the period of time specified in the tender document from being eligible to submit Bids/ Proposals for contracts with the SMPK. “

Bidder Name

Signature and Seal of the Bidder

## **PART II**

### **PRICE BID TUG-I**

Total Price =  $(365 \times A) + \{(B \times 8 \times 2) + (C \times 8.8)\} \times 365 \times \text{Rate of HF-HSD @IOC-Haldia on 26.11.2020 i.e. Rs. 72.04 per litre}$ .

\*A = Daily Hire Charges for one Tug.

\*B = Average Fuel consumption per hour per Main Engine in ltrs.

\*C = Average Fuel consumption per hour of DG set in. ltrs.

Rates should be quoted exclusive of GST.

### **PRICE BID TUG-II**

Total Price =  $(365 \times A) + \{(B \times 8 \times 2) + (C \times 8.8)\} \times 365 \times \text{Rate of HF-HSD @ IOC-Haldia on 26.11.2020 i.e. Rs. 72.04 per litre}$ .

\*A = Daily Hire Charges for one Tug.

\*B = Average Fuel consumption per hour per Main Engine in ltrs.

\*C = Average Fuel consumption per hour of DG set in. ltrs.

Rates should be quoted exclusive of GST.