

**HIRING OF TWO TUGS (ASD/SRP/VOITH PROPULSION) OF 40 TONBOLLARD 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**

**Tender No. :- GMM/436/HIRE/TUG/339**

**PRE BID REPLIES**

## Reply to Pre-Bid Queries

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| 1.     | 3    | <p><b>Estimated value of tender</b></p> <p>1. INR 35,25,90,000 plus GST (Charter hire charge for one tug for 07 years)</p> <p>INR 70,51,80,000.00 plus GST. (Charter hire charge for two tugs for 07 years)</p> | <p>We wish to bring to your kind attention that the Estimated Value of Tender is substantially low considering the present market scenario. The cost of logistics, insurance premium, provisions, workshop charges etc. have significantly increased during last two years. Further, Indian Rupee depreciation against other Major currencies specifically against USD has substantially increased the cost of spares which are mostly imported from Overseas for these sophisticated Tug boats which has resulted in increase in repair and maintenance costs. We may further bring to your attention that fuel rates have skyrocketed during this time and thereby the cost of mobilization has become prohibitively expensive.</p> <p>In view of above, the estimated value of tender is grossly inadequate and requires upward revision.</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</p> | <b>As per the tender.</b> |

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|        |      |   | <p>Indian built and, <b>in such event the present tender estimate does not support the new built price.</b></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 required to quote for a new built tug under the Tender.</b> We request your kind consideration of above.</p> |  |
| 2.     | 30   | <b>7.2.4 Duties and Taxes</b><br><br><b>(3)</b> SMP, Kolkata is entitled to claim benefit under Service Exports from India Scheme formulated under Foreign Trade Policy, 2015-20 and accordingly, the Contractor would not be entitled to claim any benefit under same scheme against amount realized from services rendered under the contract. In case any other scheme to be notified under subsequent Foreign Trade Policy, if SMP, Kolkata is entitled to claim any benefit, the | <p>We draw your kind attention to the point no 3 of the policy circular no. 6 of 2018 issued by Directorate General of Foreign Trade which states that “ <b>It is clarified that the actual service providers (and not Ports) are eligible for SFIS / SEIS benefit in respect of their share of earnings made by performing the notified services under SFIS/SEIS scheme</b>”.</p> <p>A copy of Policy Circular No. 6 of 2018 is attached for your immediate reference. We believe that the benefits/ incentives available to the Contractor as per various</p>  | <p>It may be noted that the hiring of services of a tug to assist Port in providing the Port Services specified under Section-42 of the Major Port Trusts Act, 1963 would not constitute an authorization to the contractor by the Port to act as the Service Provider in terms of the said provision of the Act.</p> <p>The contractor engaged for supplying the Tug to Port is therefore not a service provider of Port services as per the provisions of the law.</p> |

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|        |      | <p>Contractor would not be entitled to claim the same benefit against any money realized against services rendered under the contract.</p> <p>The Contractor would not claim any benefit under Service Exports from India Scheme formulated under Foreign Trade Policy, 2015-20 or any other such Scheme to be notified under subsequent Foreign Trade Policy against any amount paid by SMP, Kolkata to the contractor for the services rendered under the contract, without prior written approval of SMP, Kolkata. In case of any default in this account, the amount claimed by Contractor would stand recoverable by SMP, Kolkata with interest and in case the contract fails to pay the same on demand, the SMP, Kolkata would be entitled to recover the same from any amount payable by SMP, Kolkata to the Contractor on any account and failing which by way of encashment of any Bank Guarantee maintained by the Contractor.</p> | <p>laws, directives, ordinance, promulgations of the Government of India/ State/ Local, quasi Govt., statutory authorities etc. for promoting the industry in which the contractor operates (i.e. provision of marine services at the Port) cannot be curtailed by any contractual terms and would remain available to the Contractor.</p> <p>In view of the foregoing, we believe that the said clauses are contradictory to applicable law and will not be enforceable. Kindly delete this clause.</p> | <p>Port is and would continue to be the service provider of Port services rendered to the vessels. Port would continue to recover dollar denominated tariff from foreign vessels. The dollar denominated tariff realized by Port against services rendered to Foreign vessels covers a number of components namely, providing towage and pilotage, conservancy of the channel, safe navigation and berthing facility, etc and supply of tug is only a component of the total services. Port also have a number of departmental tugs, which would be working along with the hired tugs for maneuvering of vessels.</p> <p>On the other hand, the contractor would be paid as per accepted rate in Indian Rupee terms and pertinently, the major component of the charge payable to the contractor, namely, daily hire charge of tug is not linked to handling of any vessel.</p> <p>In view of the above, the clause of tender in question is not contradictory to applicable law.</p> <p>The tender provision would therefore prevail.</p> |

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| 3.     | 5,6  | <p><b>Clause 3.1 Pre-Qualification Criteria (PQC):</b></p> <p><b>Sub- Clause A) 1. For One Tug</b></p> <p><b>B) 1. For Two Tugs</b></p> <p>The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2020, must be at least Rs 1,51,11,000/-. <b>Auditor's Report of the bidding firm, certified by Chartered Accountant (CA), mentioning UDIN (Unique Document Identification Number), for the years 2017-18, 2018-19 and 2019-20,</b> including relevant Audited Balance Sheets and Profit &amp; Loss Accounts, has to be submitted with the bid. (The annual financial turnover criterion has been based on the annual estimate of the tender).</p> | <p>We draw your attention that the regulation for mentioning UDIN has become effective in the FY 2019 and therefore, the Annual Audited Reports will not have mention of UDIN prior to FY 2019. Trust the same is acceptable to you.</p> <p>Kindly confirm.</p> | <p><b>UDIN has been made mandatory wef 1<sup>st</sup> July 2019. All the audits carried out after the said date shall require UDIN.</b></p> |
| 4.     | 5,6  | <b>Clause 3.1, Pre-Qualification Criteria</b>   | <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><b>As per the tender</b></p>   |

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| 6.     | 6    | <p>Clause 3.1 Pre-Qualification Criteria (PQC):</p> <p>Sub- Clause B) 2.</p> <p>The term “similar works” means – Providing/operating, manning and maintenance of IV / RSV / MS class tugs / launches / dredgers / any other vessels with manpower.</p>  | <p>(1) We understand that bidder must have similar work experience of Supplying, Manning and operating of stated vessel. However, the definition erroneously specifies “Providing/operating, manning and maintenance”. We request modification as follows: <b>“Providing, operating/ manning and maintenance”</b>. <b>Kindly confirm.</b></p> <p>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> | <b>As per the tender</b> |
| 7.     | 10   | <p><b>Clause 3.4 Other Instructions:</b></p> <p><b>Sub-Clause 3.4.6</b></p> <p>The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the</p> | <p>The aforementioned clause is not applicable for Tug hiring tender and hence, should be removed in entirety. Kindly note that no other previous Tug hiring tender of HDC had this clause.</p>   | <b>Deleted.</b>          |

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|        |      | contractor for onward transmission of the same to the appropriate authority  |   |                          |
| 8.     | 8    | <p><b>Clause 3.2 TEST FOR RESPONSIVENESS</b></p> <p>Note: The tenderer should submit a self-declaration describing as to which document is not submitted and the reason behind the same.</p>   | <p>(i) We understand that <u>all applicable</u> documents to be uploaded by the bidder at the time of bid submission and <b>no such self-declaration</b> stating reason for non-submission will make the shortfall bid responsive. Kindly confirm.</p>  | <b>As per the tender</b> |
|        | 9    | <p>The contractor shall submit the documents as per the Check List above (Clause 3.2) at the time of submission of the bid online. <b>However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against Sl. No. 3.2.2, 3.2.3, 3.2.4, 3.2.6 are not submitted with the bid.</b></p> | <p>(ii) Please note that the clause misses out important documents such as</p> <p>3.2.5 Bid Security Declaration as per Annexure- XV</p> <p>3.2.18 Bank Solvency</p> <p>3.2.30 Proof of Ownership</p> <p>We request you to please include these in the list of documents if not provided at the time of bid submission shall attract rejection of bid.</p> <p>No fresh documents to be accepted post bid submission which will make short fall bid a responsive bid. Only</p> |                          |



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|        |      |   | clarifications to be allowed on the documents, if required by the Port. Please confirm.   |  |
| 9.     | 9    | <p>Clause 3.3</p> <p>The tugs to be provided should either be</p> <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>We draw your attention to D G Shipping Circular no. 2 of 2021 dated 14<sup>th</sup> January 2021 which stipulates the cut off date for Indian flag is 15<sup>th</sup> January 2021.</p> <p>Hence, request suitable modification in the clause.</p>   | <b>The DG Shipping Circular No 2 of 2021 dated 14<sup>th</sup> January 2021 is not relevant for hiring of Tugs for shipping operation.</b> |
|        | 17   | <p><b>Clause V. Commercial Terms &amp; Condition</b></p> <p>Sub-clause 11</p> <p>The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.</p> | <p>We are of the opinion 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 time of Bid submission is considered for evaluation and finalization of the Tender. We also believe this clause contravenes CVC guidelines.</p> <p>Kindly delete this clause.</p> | <b>As per the tender</b>   |
| 10.    | 17   | <p><b>Clause V. Commercial Terms &amp; Condition</b></p> <p>Sub- clause 12</p>  | We understand splitting up the contract means two tug contracts could be awarded to two different bidders and   | <b>As per the tender.</b>  |

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|               |             | <b>BIDDERS(ITB)</b><br><br><b>6.9 INSTRUCTION FOR FILLING BIDS</b><br><br><b>xi)</b> General Manager, Marine or his representative may convene meeting with the bidder with seven days prior notice 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. |   |                      |
| 13.           | 22          | <b>6.10 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION</b><br><br><b>v)</b> 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.    | <b>We understand that the joint venture/consortium agreement is required to be submitted at the time of bid submission. Please clarify.</b> | <b>Yes</b>           |

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| 14.    | 28   | <b>VII. Special Conditions of Contract (SCC) 7.1 SECURITY DEPOSIT:</b><br><br><b>7.1.2</b> 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.   | We request that at least 30 days'' time period shall be granted to submit PBG post issuance of LOA.   | <b>As per the tender</b>  |
| 15.    | 33   | <b>7.8 SCOPE OF WORK</b><br><br><b>7.8.1 General:</b> 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. | 1)Kindly note that assistance to dead ship, floatation 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:<br><br>(i)The cost of additional premium to be reimbursed by the Port on production of documentary evidence.<br><br>(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 | <b>1. Your tug will be hired on contract and services will be provided by the port for re-floatation of the grounded vessel. As such, no such payment of premium is required, as the grounded vessel will pay for all the services rendered by the port including re-imbursement of repair cost, if the tug is damaged.</b> |

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|        | 34   | <p><b>7.8 SCOPE OF WORK</b></p> <p><b>7.8.13</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>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. This would help to commence the job early and procure insurance at a nominal premium.</p> <p><b>Please confirm your acceptance to the above suggestion.</b></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 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.</p> | <p><b>2. Not acceptable as the port is already paying daily hire charges for hiring of the tug and the contractor’s risk will be protected by the Port.</b></p> |

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|        |      | (six) months before it attains 20 Years of age.   |  |                          |
| 18.    | 33   | <b>Clause 7.8.2</b><br><br>Towing lines (two numbers) of adequate strength commensurate with the Bollard Pull of the tug should be provided.  | We request deletion of this requirement as towing lines of tug is not used.  | <b>As per the tender</b> |
| 19.    | 35   | <b>7.9 HDC, SMPK's Responsibilities:</b><br><br><b>7.9.1</b><br><br>(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 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.</b><br><br>However, no penalty will be levied. | 1) Kindly appreciate the supply of fuel for operations is primary responsibility of the Port. If the Port fails to arrange supply of fuel, the Contractor is also most likely to fail if there is any issue related to supply and demand in the market. Further, supply of fuel is dependent on third party supplier on which Contractor has no control and <b>therefore, we request that the Contractor shall not be held responsible for non- availability of fuel and vessel should not be considered offhire for such failure.</b><br><br>(ii)Further, fuel supply as part of services provided by contractor will attract GST which shall also be payable by the Port. <b>We may draw your attention that other Ports such as Paradip Port, Vishakhapatnam Port</b> | <b>As per the tender</b> |

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|        |      |   | etc. recognize this and have allowed Contractor to include GST.  |                          |
| 20.    | 35   | <p><b>Clause 7.9.1</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 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>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><b>Considering these practical difficulties none of the major Ports where we perform tug services like JNPT, 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.</b></p> <p>Further such modifications in existing Tugs may not be possible due to design restriction.</p> <p>In view of above, we request you to kindly delete the flow meter requirement and the consumption may be measured by tank soundings.</p> | <b>As per the tender</b> |



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| 21.    | 36   | <p><b>7.11 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 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>(b) 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>(i) We agree that the Port has right to ask for a fresh bollard pull test if</p> <p>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. Our suggestion is in line with the standard Major Port tender conditions.</p> <p>(ii) As per Classification society requirements adequate draft of 15mtrs</p> <p>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 nearby 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 7.17.2.</p> | <b>Refer to Corrigendum.</b> |

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| 22.    | 37   | <p><b>7.12 GUARANTEED AVAILABILTY:</b></p> <p><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.</b> In case the availability of the vessel falls below the said minimum guaranteed level, no daily hire charge shall be paid for the „DEFICIT PERIOD“ and in addition to the same, penalty as per clause 7.17.1 will be applicable. <b>The lay off period of 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).</b></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>   | i) <b>Yes</b>            |
|        | 38   | <p><b>7.16 Daily Hire Charge:</b> Daily Hire Charge shall be paid for everyday the vessel is in operation/ standby mode as described in <b>clauses 17.13 and 17.14</b> above. <b>However, during the lay off</b></p>   | <p>(ii) We humbly submit that all other Major Ports allow minimum 12 days of <u><b>paid down time</b></u> per year for repair, maintenance, surveys of the Tug and this down time could be used only upon Port's prior approval. In view of continuous Port operations, this down time is particularly useful to allot time for maintenance of Tug so that major breakdown could be avoided. <b>However, this Tender not only considers Tug offhired during repair &amp; maintenance, it also levies Penalty on the Contractor. This is a major deviation from other tug hiring tenders of other Major Ports and request to <u>allow 12 days of paid down time per annum. This 12 days of downtime shall be credited to the Contractor's account at the beginning of each contractual year.</u></b></p> <p>Kindly confirm.</p> | ii) <b>As per tender</b> |

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|        |      | period of the Tug, either for repair or for any other reason, no charges will be payable.   | The clause 7.16 erroneously refers to Clause 17.13 and 17.14 instead of 7.13 and 7.14. Kindly make the rectification.   | <b>Refer to Corrigendum for Clause 7.16</b> |
| 23.    | 38   | <b>7.17 Deduction and Penalties:</b><br><br><b>7.17.1</b> SMPK will not pay<br><br>.....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 „ <b>DEFICIT PERIOD</b> “. 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. Non payment 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>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 in operation/ 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 / inoperative - up to 14 days ..... 15% of hire charges per day or part thereof on pro rata basis 15 to 21 days. .... 30% of hire charges per day or part thereof on pro rata basis</p> | i) As per the tender                        |

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|        | 38   | <p><b>7.17.2</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>7.17.1</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>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> | <p><b>ii) Refer Corrigendum</b></p> |
| 24.    | 40   | <b>7.20 Insurance:</b> The vessel must have <b>comprehensive insurance with a</b>  | We bring to your kind attention that the following standard insurance covers available to the Tug Owner:   | <b>Refer Corrigendum</b>            |

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|        |      | <p><b>reputed P&amp;I club</b> 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>Pollution liabilities</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 insurances shall meet the requirement of the Port.</b></p> <p>Please confirm.</p> |                          |
| 25.    | 42   | <p><b>7.25 Compliance of relevant Acts, Ordinances etc.</b> 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),</p> <p>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 <b>the Contractor will be held responsible only for applicable rules and regulations specific to this contract.</b></p> <p>Please confirm.</p>   | <b>As per the tender</b> |

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| 26.    | 41   | <b>7.22 Termination of Contract.</b><br>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.   | <p>We draw your attention that the said clause stipulates termination of contract and hence, needs to be very specific. We request that in the event of performance of the tug is found not satisfactory, the Port shall notify the Contractor about such non performance and if this non-performance has not been rectified for 3 continuous months, the Port has the right to terminate the contract with one month's notice.</p> <p>Kindly confirm.</p>   | <b>As per Tender</b> |
| 27.    | 41   | <b>7.23 Force Majeure</b><br>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>(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. Request you to kindly include a new sub-clause under the Force Majeure clause as under:</p> | <b>As per Tender</b> |

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|        | 42   | <p>ii) The term 'Force Majeure' as employed shall mean acts of God, earthquake, war, revolt, riot, fire, strike (excluding that of Contractor's Suppliers or Sub Contractor's Employees) and hurricane.</p>   | <p><i>"<b>Prolongation of Force Majeure:</b> Either Party shall have the right to terminate the Contract in case the Force Majeure event prolongs for a continuous period of 3 months"</i></p> <p>(iii.) ii) Considering the present circumstances of the COVID-19, it is essential to include "pandemic" and "epidemic". Accordingly, we request you to include 'epidemic' and 'pandemic' in the in the list of events of Force Majeure.</p>  |                      |
| 28.    | 39   | <p><b>7.17.4</b> The lay-up period shall commence from the time the tug is not available at the disposal of HDC <u><b>till it starts for attendance of the next job.</b></u></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 on hire immediately as the tug is available for use.</p> <p>In view of above, we request amendment the highlighted sentence as follows: <b>"the breakdown period shall come to an end when the Tug reports back to the HDC confirming their availability."</b></p> | <b>As per Tender</b> |

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| 29.    | 65   | <b>INDEMNITY BOND</b><br><br>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 isnot covered under E.S.I. Act</u></b> or exempted to furnish an Indemnity Bond in favour of Marine Department ,Haldia Dock Complex, Syama Prasad Mookerjee Port against all damages and accidents to the labourers tenderer /contractor. | (1) We wish to inform you that the Crew of Tug is covered under MS act and under P&I insurance cover. The ESI is not applicable for them. Therefore, from the wording of the format on page 65, we understand that the same is not applicable for Tug hiring contract.  | <b>As per the tender</b>                    |
| 30.    | 8    | <b>3.2 TEST FOR RESPONSIVENESS</b><br><b>Clause 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>  | <b>To be submitted at the time bidding.</b> |
| 31.    | 22   | <b>6.10 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION</b><br><b>Clause i.</b><br>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  | 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><br><br><b>Please clarify.</b> | <b>As per Tender.</b>                       |



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|        |      | tender conditions and such agreements are legally valid.   |   |                       |
| 32.    | 33   | <b>7.8 SCOPE OF WORK</b><br>7.8.1 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 & pushing. Quick release tow hook and /or towing winch with adequate strength. .. | 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.<br><br>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. <b>Please confirm.</b> | <b>As per Tender.</b> |
| 33.    | 67   | <b>Technical specification format</b><br><b>SL no. 21 FUEL CONSUMPTION OF MAIN ENGINES PER HOUR AT THE RPM GENERATING AT LEAST 40 TONNES BOLLARD PULLS [RPM TO BE MENTIONED]</b><br><br><b>SL NO. 22 FUEL CONSUMPTION</b><br><br>A) SFOC OF MAIN ENGINES - BHP /HR<br>(AS PER MANUFACTURER AND   | 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.<br><br>In view of above, <b>the requirement in SL no.21 may be deleted.</b>                      | <b>As per Tender</b>  |

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|        |      | <p>CLASSIFICATION SOCIETY<br/> CERTIFICATE TO<br/> BE ATTACHED)</p> <p>B) FUEL CONSUMPTION<br/> 100% MCR – LTRS/HRS.<br/> 90% MCR – LTRS/HRS.<br/> 50% MCR – Ltrs/Hrs.</p>   |  |                      |
| 34.    |      | <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>• Proof of Ownership</li> <li>• Registry certificate</li> <li>• Valid Class certificate (IACS) 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> <p><b>Other documents for Tug as specified in tender. Please confirm.</b></p> | <b>As per Tender</b> |
| 35.    | 42   | <p><b>7.26 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES &amp; ARBITRATION</b></p> <p><b>7.26.1</b> In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the</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>  | <b>As per Tender</b> |

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|        | 43   | <p>contract including the <b>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</b> 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><b>7.26.2</b> 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.</p> | <p>(2)Please appreciate that the process set out herein is long drawn process and time consuming.</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 and Conciliation Act, 1996 as amended from time to time”</p> <p>Further, the venue of arbitration shall be neutral to either party to the dispute. Accordingly, we suggest Mumbai as place of arbitration.</p> <p>Nature of contract is such that this will not apply to us as the same pertain to a works contract.</p> |                   |
| 36.    | 8    | <p><b>Clause 3.2.31</b></p> <p>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,</p>   | <p>We understand GCC is not applicable for Marine specific contracts and in case of any discrepancy tender document conditions will prevail.</p> <p>Please confirm</p>   | As per the Tender |

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|        |      | GCC and Addenda.” With this there will be no necessity to upload signed bid document and GCC   |  |   |
| 37.    | 41   | <b>7.21 Payment</b><br><b>7.21.3 a)</b> PF/EPF, ESI Receipt and proof of payment made to the crew/staff for the previous month to be produced for release of payment.                          | 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.<br><br>Please confirm. | Contractor to comply with rules and regulations as applicable.  |
| 38.    | 37   | <b>Clause 7.12</b><br><br><b>Port Diver may be arranged for clearing the propeller free of cost. No penalty will be levied for the period of non-availability due to fouling of propeller.</b> | We humbly submit that providing a safe work area is always charterers responsibility. If the Tug experiences propeller fouling due to debris in the Port water, the Tug shall not be considered off hired during such period. Please confirm.  | <b>As per Tender</b>  |
| 39.    |      | <b>BOQ</b>   | Kindly share the BOQ as we are unable to locate in the website.  | BOQ can be downloaded from Railtel portal after payment of Transaction charges on Railtel Portal. For further details please go through section-IV or contact representative of Railtel mentioned in the Tender document. |
| 40.    | 8    | Clause 3.2.32<br><br>Test of Responsiveness  | Ref clause 32, page 8 , BP test is required at the time of submission of bid . However , clause 7.11, page 36 stipulates submission of BP test certificate ( not more than 6 months old) at the time of deployment . Kindly advise whether BP test certificate can be                              | The successful bidder has to submit BP test certificate (not more than 6 months old) at the time of deployment. However during the submission of bid, BP test   |

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|        |      | BP certificate for a minimum 40 Ton Sustained Bollard Pull at 90% MCR. The Bollard Pull Certificate should be issued by a Classification Society, which is a member of IACS.  | submitted prior to deployment of vessel at Haldia, in case the bidder is successful.   | certificate (not necessarily six months old) has to be submitted as per clause 3.2.32.  |
| 41.    | 69   | Annexure-VII<br><br>Clause B sub clause 5<br><br>Length Over All should not be more than 35 m and draft should not be more than 4.5 m;  | As per tender conditions a ASD/VOITH tug is also acceptable for the contract .Pls refer to page 69, clause B , sub clause 5 , where the draft limitation of 4.5 metres has been imposed on the offered tug. We would like to bring to your kind notice that a 40 tons ASD/Voith tug might have a light ship draft of as much as 5.0 metres or more. Hence, the acceptable draft for these vessels should be increased to 5.0 metres. | As per Tender.  |
| 42.    | 33   | Ownership:<br><br>(i) Tenderer shall possess tug(s) of 40 tonne (min.) bollard pull by absolute ownership<br><br>/Despoundent ownership/Charter lease/MoU/MoA. The minimum parameters required of the tugs should be as per the tender as mentioned herein below. The bidder shall submit documents in support of the suitability as indicated. If the tenderer is in possession of lease or charter of hire of tugs, then irrevocable lease/charter agreement duly stamped as per Indian Stamp Act 1958 and notarised, should be submitted along with the offer by tenderer. | Pls refer to point 33, page 8 ,pls advise provisions for bidding with a under construction tug which is due for delivery in 90 to 120 days . For an under construction vessel , various statutory documents such as registry , class certificates & BP test might not be available. Hence, kindly allow for bidders to propose under construction tugs which can be mobilised as per terms of the tender.                            | On placement of Work Order, the offered Tug is to be made available at Haldia and commence operation within <b>60 calendar days as per Clause 7.10.</b><br><br><b>For an under construction tug, refer Corrigendum.</b> |

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|        |      | (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.  |  |               |
| 43.    | 37   | <b>Clause : 7.12</b><br><b>GUARANTEED AVAILABILITY:</b><br>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 'DEFICIT PERIOD' and in addition to the same, penalty as per clause 7.17.1 will be applicable. The lay off period of 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. | <p>We draw your attention that the clause is not in line with other Major port tug tenders. We request the standard clause to be included as follows:</p> <p>“The Contractor shall be allowed a down time of 15 days per year during the currency of the contract for upkeep of the tug. The full one year's 15 days down time will be credited in the beginning of each contractual year. However, the contractor must take prior permission in writing of the GM, Marine before laying up the tug to carry out any maintenance work or repairs or surveys 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 20 days at any time. Any down time beyond 20 days will lapse.</p> <p>This clause is critical in terms of our participation request your attention and consideration.</p> | As per Tender |

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| 44.    | 30   | <b>Clause : 7.11 BOLLARD PULL</b><br><br><b>c)</b> In addition to above, the contractor is bound to carryout BP test in the event any major repairs and replacement work is attended to Main Engines, Gear Box, Propellers i.e. any major machinery, which may have effect on BP capacity of the tugs. Then, in such an event GM(Marine) may ask the contractor to carry out BP test in order to ensure the operational efficiency of the tugs. The BP test shall be witnesses Surveyors of Classification Society under IACS. The cost of such test shall be borne by the contractor. | We are of the opinion that if the Tug successfully delivers required bollard pull, all the costs of Bollard pull shall be on Port's account. All other Major Ports have similar tender clauses. Please confirm.                                      | As per Tender. |
| 45.    |      | Section: III, Clause E<br><br>Estimated value:<br><br>1. INR 35,25,90,000 plus GST.<br><br>(Charter hire charge for one tug for 07 years)<br><br>2. INR 70,51,80,000.00 plus GST.<br><br>(Charter hire charge for two tugs for 07 years)   | We are of the opinion that the budgetary estimate of the Port does not confirm to current market scenario and the estimate is on lower sider. Inflations have to be considered for such long-term contract and hence, request revision of estimates. | As per Tender. |
| 46.    | 21   | <b>Clause 6.9.(x)</b><br><b>INSTRUCTION FOR FILLING BIDS</b><br>Haldia Dock Complex, Syama Prasad Mookerjee Port reserves the right to ask anyone of the bidders, who has submitted  | Please note no other Major Ports ask for breakup of the quote. It would not be possible to share our business sensitive information.   | As per Tender. |

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|        |      | 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. |   |                |
| 47.    | 35   | <b>Clause 7.9.1</b><br><br><b>HDC, SMPK's Responsibilities:</b><br><br>a) Fuel for running of Tugs will be supplied by SMPK on Port account. Such supply will be made periodically as per the requisition of the Contractor. At least 7 days' notice for supply of HF HSD to be given. The Tugs will be directed to receive the same at the berths designated by the Engineer of the contract or his representative at the time of supply.  | We are of the opinion that supply of fuel shall be solely Port's responsibility and Contractor could help to the extent possible but can not be held responsible for this and hence, tug should not be considered off hire in the event Contractor fails to arrange bunker. | As per Tender. |



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|        |      | 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. After 7 days contractor will be held liable for laid up due 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. |   |                |
| 48.    | 34   | <b>Clause 7.8.10</b><br><b>Fuel:</b>   | Usage of auxiliary engine will be capped to 10 % more than that of main engine.<br><br>We request deletion of this clause as we are of the opinion that during the tenure of contract fuel consumed by Tug shall be entirely on Port's account. If Tug is not able to use shore power, the fuel consumed for running of auxiliary engine shall be on Port's account. No other Major port trust has such restrictive clause. | As per Tender. |
| 49.    | 69   | Annexure-VII<br>Clause B sub clause 5<br><br>Length Over All should not be more than 35 m and draft should not be more than 4.5 m;   | Though in our fleet the length of our tug/s (as per NIT) which is 36.80 only 1.80 m more than your maximum required length of 35mtr and built , 2 TUG OF 2006 AND 1 NO of Tug is 2011 with Indian registry and IRS class. All other parameters of the tug within your required limit.   | As per Tender. |

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| 50.    | 33   | <p><b><u>Clause 7.8.3</u></b></p> <p><u>The age of the Tug should not be more than 18 years as on 01.11.2021. The successful contractor shall replace this Tug with a another similar/better Tug 6 (six) months before it attains 20 Years of age.</u></p>  | <p>So the cutoff date of built is 01.11.2003. So when this Tug shall be replaced before 01.05.2023 i.e 6 months before attaining 20 years of age , What is the age criteria for the replacement Tug</p> | <p>Please refer to Clause 7.17.2 on Page 38 of the tender.</p>                     |
| 51.    | 34   | <p><b><u>Clause 7.8.10</u></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 8.8 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.</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>Is it for each main engine 125 ltrs per hour, If yes, what is the speed in percentage of MCR considered for 125 Ltrs per hour.</p>   | <p>No. The upper limit of 125 litres/hr is for both the main engines combined.</p> |

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|        |      | (ii) the fuel consumption quoted per hour for both the main engines and auxiliary engine in totality.  |   |  |
| 52.    | 7    | Clause 3.2.<br><br>7. A separate letter addressing to General Manager, Marine, Haldia Dock Complex confirming that the tenderer has accepted all terms and conditions laid down in the Bid document. | Please share if any particular format to be followed.   | The bidder to submit in his own format and on his own letterhead.              |
| 53.    | 9    | <u>Clause 3.3 b</u><br><u>Indian flagged on or before 15/09/2020.</u>  | <u>What is the significance of Indian flagged before Sep 2020. Which means even if one has a newly built Indian Tug after 2020 , It cannot be proposed.</u>   | This is in accordance with MoS Letter No SY-13013/1/2020-SBR dated 11/11/2020. |
| 54.    |      | <u>Price Bid</u>   | <u>Kindly confirm that if, two entity participate for both the Tug in following manner (for example):</u><br><br><u>Company-A: Tug-I: 100 and Tug-II: 110</u><br><br><u>Company-B: Tug-I: 115 and Tug-II: 108</u><br><br><u>In that case, can it be allowed to Company- A for meet the quoted price of Tug-II OR the contracts will be awarded separate contract for two Tug.</u> | Lowest two bids shall be considered.   |
| 55.    | 80   | <u>Annex-XIV</u><br><u>Covering Letter</u><br><br>1. I/we, ..... Dated :<br><br>(Name of tenderer) having examined the Tender Document and understood its  | <u>Nothing is mention regarding application /participation of One or Two Tug as per the tender condition, kindly clarify the same.</u>  | <u>Please refer corrigendum.</u>   |

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|        |      | contents, hereby submit our tender for.....<br>atHaldia Dock Complex, Syama Prasad Mookerjee Port.  |  |   |
| 56.    | 82   | Annexure-XV<br>Format of Bid Security Declaration   | There is nothing mentioned about the application /participation of One or Two Tug as per the tender condition. As any entity can participate for One Tug or for Two Tug. | The number of tugs, a party us bidding for, is to be mentioned at the Covering Letter. Refer Corrigendum. |
| 57.    | 28   | Clause no. 7.1.2.   | Kindly, allow 45 days to submit the SecurityDeposit from the date of acceptance ofWork Order.  | As per Tender   |
| 58.    | 32   | <u>Clause 7.6.1</u><br><u>Manning of the tug has to be provided as per M.S./RSV Act as applicable. The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated.</u> | <u>Kindly, allow the successful tenderer for supply of adequate number Crew from third party contractor not from its own payroll.</u>                                    | As per Tender.  |
| 59.    | 36   | Clause 7.10<br>Mobilization Period:<br><br>On placement of Work Order, the offered Tug is to be made available at Haldia and commence operation within 60 calendar days.  | Considering the present pandemic, it is requested to allow the successful tenderer for 120 days instead of 60 days to deploy the TUG (s).                                | As per Tender.  |

## Reply to Pre-Bid Queries

**Tender No.: GMM/436/HIRE/TUG/339**

| Sl.No. | Page | Clause No.   | Clarification Sought   | Reply of SMPK   |
|--------|------|--|--|---|
| 60.    | 37   | <p>Clause 7.12</p> <p>The lay off period of 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.</p>                                  | The layoff period of 15 days may be reviewed, it should be more than 15 days in a year.  | As per Tender.  |
| 61.    |      | <p>Tender Name</p> <p><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.</b></p> | Kindly confirm, whether with mentioning the No. of Tug (One or Two) by the Tenderer in their covering letter can suffice without change the tender nomenclature. | <p>The name of tender should not be changed.</p> <p>The number of tugs, to be quoted for, is to be mentioned separately in the Covering letter.</p> |

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**Haldia Dock Complex**

**HIRING OF TWO TUGS (ASD/SRP/VOITH PROPULSION) OF 40 TONBOLLARD 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**

**Tender No. :- GMM/436/HIRE/TUG/339**

**Corrigendum – I**

CORRECTIONS / ADDITIONS / DELETIONS, ETC.

1. This “Corrigendum-I” should be read in conjunction with the above said Tender Document.
2. Consequential changes, arising out of this Corrigendum-I, will be deemed to have been effected, even if the same were not incorporated specifically in the Tender Document.
3. One set of this “Corrigendum-I”, 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.

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|---------------|-------------|---|---|
| 1.            | 7           | <p><b>Clause 3.2 TEST FOR RESPONSIVENESS</b></p> <p><b>Sub-Clause No. 4:</b></p> <p>Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e.2018-19, 2019-20 <b>and 2020-21</b>)</p>  | <p><b>Clause 3.2 TEST FOR RESPONSIVENESS</b></p> <p><b>Sub-Clause No. 4:</b></p> <p>Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2017-18, 2018-19 and <b><u>2019-20</u></b>)</p>  |
| 2.            | 8           | <p><b>Clause 3.2 TEST FOR RESPONSIVENESS</b></p> <p><b>Sub-Clause No. 23:</b></p> <p>Documents related to Provident Fund Registration as applicable. In case the firm is not covered under ESI Act or exempted, they should furnish an Affidavit affirmed before a 1st Class Judicial Magistrate in a Non-Judicial Stamp Paper worth Rs.50/- to that effect as per enclosed SMPK approved format.</p> | <p><b>Clause 3.2 TEST FOR RESPONSIVENESS</b></p> <p><b>Sub-Clause No. 23:</b></p> <p>Documents related to <b><u>ESI</u></b> as applicable. In case the firm is not covered under ESI Act or exempted, they should furnish an Affidavit affirmed before a 1st Class Judicial Magistrate in a Non-Judicial Stamp Paper worth Rs.50/- to that effect as per enclosed SMPK approved format.</p> |
| 3.            | 10          | <p><b>Clause 3.4 Other Instructions:</b></p> <p><b>Sub-Clause 3.4.6</b></p> <p>The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the</p>                                       | <b>Deleted.</b>   |

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|        |      | billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority  |   |
| 4.     | 8    | <p>33. Ownership:</p> <p>(i) Tenderer shall possess tug(s) of 40 tonne (min.) bollard pull by absolute ownership/Despondent ownership/Charter lease/MoU/MoA. The minimum parameters required of the tugs should be as per the tender as mentioned herein below. The bidder shall submit documents in support of the suitability as indicated. If the tenderer is in possession of lease or charter of hire of tugs, then irrevocable lease/charter agreement duly stamped as per Indian Stamp Act 1958 and notarised, should be submitted along with the offer by tenderer.</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>33. Ownership:</p> <p>(i) Tenderer shall possess tug(s) of 40 tonne (min.) bollard pull by absolute ownership/ Despondent ownership/ Charter lease/ MoU/ MoA. The minimum parameters required of the tugs should be as per the tender as mentioned herein below. The bidder shall submit documents in support of the suitability as indicated. If the tenderer is in possession of lease or charter of hire of tugs, then irrevocable lease/charter agreement duly stamped as per Indian Stamp Act 1958 and notarised, should be submitted along with the offer by tenderer.</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>(iii) In case of an under-construction tug, the bidder has to submit the documents related to ownership, Class approved drawings, Construction Schedule and other relevant documents as applicable. Further, a declaration should be submitted that the tug shall meet all the tender specifications and to be built as per ASTDS guidelines.</p> |



**Tender No.: GMM/436/HIRE/TUG/339**

| Sl.No. | Page | Clause as per Tender  | To be read as   |
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| 5.     | 37   | <b>7.16 Daily Hire Charge:</b> Daily Hire Charge shall be paid for everyday the vessel is in operation/ standby mode as described in <b><u>clauses 17.13 and 17.14 above.</u></b> However, during the lay off period of the Tug, either for repair or for any other reason, no charges will be payable.   | <b>7.16 Daily Hire Charge:</b> Daily Hire Charge shall be paid for everyday the vessel is in operation/ standby mode as described in <b><u>clauses 7.13 and 7.14 above.</u></b> However, during the lay off period of the Tug, either for repair or for any other reason, no charges will be payable.   |
| 6.     | 37   | 7.11 Bollard Pull<br><br>(b) 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.   | 7.11 Bollard Pull<br><br>(b) If Bollard Pull falls below 40 tons, the contractor has to provide a substitute Tug of similar or better specification ( <b><u>refer to Clause 7.17.2 as amended below</u></b> ). In case of failure to supply a substitute Tug, the contract will be liable to be terminated.   |
| 7.     | 38   | 7.17.2. 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>7.17.1</b> will be applicable for the <b>deficit period</b> . However, if the contractor fails to deploy the substitute tug for operation within 30 days, the Contract shall be liable to be terminated and Security Deposit forfeited. The age of the substitute tug should be such that at the end of the contract period of 07 years, it should still be 20 years or less. HDC reserves the right to accept or reject the substitute tug. Similar tug means a tug meeting the basic tender requirements and having the similar propulsion system bollard pull, speed and fuel consumption. Better tug means a tug having better specification 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. However, supply of fuel to the replacement tug will be | 7.17.2. 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>7.17.1</b> will be applicable for the deficit period. However, if the contractor fails to deploy the substitute tug for operation within 30 days, the Contract shall be liable to be terminated and Security Deposit forfeited. The age of the substitute tug should be such that at the end of the contract period of 07 years, it should still be 20 years or less. HDC reserves the right to accept or reject the substitute tug. <b><u>Similar tug means a tug meeting the basic tender requirements and having the similar fuel consumption.</u></b> Better tug means a tug |

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|--------|------|---|---|
|        |      | restricted only up to the limit permissible for the tug originally offered on hire.   | 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. However, supply of fuel to the replacement tug will be restricted only up to the limit permissible for the tug originally offered on hire.  |
| 8.     | 40   | <p><b>7.20 Insurance:</b> The vessel must have <b>comprehensive insurance with a reputed P&amp;I club</b> 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. Pollution liabilities</p> | <p><b>7.20 Insurance:</b> The vessel must have <b>comprehensive insurance for</b></p> <p><b>1. Hull and Machinery,</b></p> <p><b>2. 3<sup>rd</sup> party liability,</b></p> <p><b>3. Wreck removal,</b></p> <p><b>4. Total and Constructive loss of the vessel and</b></p> <p><b>5. Pollution liabilities.</b></p>  |
| 9.     | 80   | <p><u>Annex-XIV</u></p> <p><u>Covering Letter</u></p> <p>1. I/we, ..... Dated :</p> <p>(Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for..... at Haldia Dock Complex, Syama Prasad Mookerjee Port.</p>   | <p><u>Annex-XIV</u></p> <p><u>Covering Letter</u></p> <p>1. I/we, ..... Dated :</p> <p>(Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for Supply, manning, operation and maintenance of two tugs of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-IV/ MSC Class for Haldia Dock Complex for a period of SEVEN years. <b><u>I/We intend to bid for one/two tugs.</u></b></p> |

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|---------------|-------------|---|--|
| 10.           | 82          | <p>Annexure-XV</p> <p>Format of Bid Security Declaration</p> <p><b>The General Manger (Marine)<br/>Haldia Dock Complex<br/>Syama Prasad Mookerjee Port, Kolkata</b></p> <p>I/We. The undersigned, declare that:</p> <p>I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.</p> <p>.....</p>   | <p>Annexure-XV</p> <p>Format of Bid Security Declaration</p> <p><b>The General Manger (Marine)<br/>Haldia Dock Complex<br/>Syama Prasad Mookerjee Port, Kolkata</b></p> <p>I/We. ...., declare that:</p> <p><b><u>I/We understand that, as per the tender for 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( Tender No.: - GMM/436/HIRE/TUG/339), bids must be supported by a Bid Securing Declaration.</u></b></p> <p>.....</p> <p>.....</p> |
| 11.           | 72          | <p><u>Annexure – IX</u></p> <p><b>PROFORMA OF BANK GUARANTEE<br/>(PERFORMANCE BOND)</b></p> <p>(In lieu of Cash Security Deposit) To be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/Legal Adviser of the Trustees)</p> <p>To<br/>The Board of Trustees<br/>Syama Prasad Mookerjee Port.</p> | <p><u>Annexure – IX</u></p> <p><b>PROFORMA OF BANK GUARANTEE<br/>(PERFORMANCE BOND)</b></p> <p>(In lieu of Cash Security Deposit) To be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/Legal Adviser of the Trustees)</p> <p>To<br/>The Board of Trustees<br/>Syama Prasad Mookerjee Port, Kolkata</p>  |

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| Sl.No. | Page | Clause as per Tender  | To be read as   |
|--------|------|---|---|
|        |      | <p>BANK GUARANTEE<br/> NO.....DATE.....<br/> Name of Issuing<br/> Bank.....<br/> Name of<br/> Branch.....<br/> Address.....<br/> .....<br/> In consideration of the Board of Trustees of the Syama Prasad Mookerjee port, a Body Corporate, dulyconstituted under the Major Port Trust Act,1963 (Act 38 of 1963)<br/> .....</p> | <p>BANK GUARANTEE<br/> NO.....DATE.....<br/> Name of Issuing<br/> Bank.....<br/> Name of<br/> Branch.....<br/> Address.....<br/> .....<br/> Email .....<br/> Phone No .....<br/> <br/> In consideration of the Board of Trustees of the Syama Prasad Mookerjee port(<b><u>hereinafter referred to as “the Trustees”</u></b>) , a Body Corporate, duly constituted under the Major Port Trust Act,1963 (Act 38 of 1963)<br/> .....</p> |