



SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Haldia Dock Complex

Tender No.: GMM/436/HIRE/TUG/378

E-Tender for the work of “Supply, manning, operation and maintenance of two tugs of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-IV/Coastal vessel compliant for Haldia Dock Complex for a period of SEVEN years.”

Corrigendum – I

CORRECTIONS / ADDITIONS / DELETIONS, ETC.

[Total Number of Pages: 7]

NOTE:

1. This “Corrigendum-I” should be read in conjunction with this office above 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.

**Tender for Supply, manning, operation and maintenance of two tugs of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-IV/Coastal vessel compliant for Haldia Dock Complex for a period of SEVEN years.**

**Tender No. GMM/436/HIRE/TUG/378**

**Corrigendum-I**

Sl. No.	Page	Tender Clause	To be Read As
1.	3	<p><b><u>II. Schedule of tender</u></b></p> <p><b><u>H. Earnest Money Deposit.</u></b></p> <p>The bidders shall be required to deposit Rs. 23,12,640/- (Rupees Twenty three lakhs twelve thousand six hundred forty only) as 'Earnest Money Deposit' (EMD) to Haldia Dock Complex, through DD/Banker Cheque in favour of Haldia Dock Complex, Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as nonresponsive.</p> <p>Mode of submission: Physical document.</p>	<p><b><u>II. Schedule of Tender</u></b></p> <p><b><u>H.Earnest Money Deposit.</u></b></p> <p>The intending bidders must deposit the following EMD amount to Haldia Dock Complex, through DD/Banker Cheque in favor of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex drawn on any Scheduled/Nationalized Bank payable at Haldia based on the number of Tugs they are quoting for:-</p> <p>Rs 11,56,320 /- for 1 Tug Rs. 23,12,640/- for 2 Tugs</p> <p>Earnest Money Deposit (EMD) may also be deposited in the form of an irrevocable and unconditional Bank Guarantee [as per the format at <b>Appendix-I</b>], from any Kolkata/Haldia Branch of a Nationalized/Scheduled Bank of India. In such case an amount of Rs. 10.00 lakhs (Ten Lakhs) to be deposited through Demand Draft/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex drawn on any Scheduled/Nationalized Bank payable at Haldia and the balance amount can be submitted in form of BG. The original Bank Guarantee (if applicable) and original Demand Draft should reach the office of General Manager (Marine)-I/c (HDC), Jawahar Tower, Haldia-721607 within the due date and time mentioned in Schedule of Tender (SOT).</p> <p>The EMBG should be kept valid and enforceable till a date, covering at least 3 (three) months beyond the date of expiry</p>

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			<p>of the validity period of the bid. In case a bidder agrees to any extension of the bid validity period, asked by HDC, the validity of the corresponding EMBG shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended bid validity period.</p> <p>In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court</p> <p>Mode of Submission: Physical document</p> <p>Scanned copy of such EMBG and DD as applicable must be uploaded by the bidders, along with the Pre-qualification &amp; Techno-commercial Bid.</p>
<b>2.</b>	14	<p><b><u>IV.Important instructions for E-procurement</u></b></p> <p><b><u>Submission of Bids</u></b></p> <p>4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.</p>	<p><b><u>IV.Important instructions for E-procurement</u></b></p> <p><b><u>Submission of Bids</u></b></p> <p>4. In case of <b>EMBG (if applicable)</b> bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official <b>within due date as per SOT</b>. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.</p>
<b>3.</b>	17	<p><b><u>V. Commercial terms and Conditions</u></b></p> <p>11. The Trustees also reserve the right to obtain revised</p>	Deleted.

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		commercial bid to AGREE the extent and in areas required from the technically acceptable bidders before opening of the price bids.	
<b>4.</b>	37	<p><b><u>VII Special Conditions of Contract</u></b></p> <p><b><u>Clause 7.9.4</u></b>  <b>Power Supply:</b> Shore supply to the Tug when tied up to Jetty/Lock Entrance etc. will be provided as and when possible free of cost. But this is not a binding obligation and is solely at HDC, SMPK's discretion.</p>	<p><b><u>VII Special Conditions of Contract</u></b></p> <p><b><u>Clause 7.9.4</u></b>  <b>Power Supply:</b> Shore supply to the Tug when tied up to Jetty/Lock Entrance etc. will be provided as and when possible free of cost. But this is not a binding obligation and is solely at HDC, SMPK's discretion. However, Places like Sagar/ Sandheads where shore power will not be available, SMPK will reimburse the actual quantity of fuel consumed by the Auxiliary Engine based on reading of hour meter /flowmeter. Cap of 10% more than that of Main Engine will not be applicable in such scenario where SMPK fails to provide shore power supply.</p>
<b>5.</b>	38	<p><b><u>VII Special Conditions of Contract</u></b></p> <p><b><u>Clause 7.11.(b)</u></b>  If Bollard Pull falls below 40 tons, the contractor has to provide a substitute Tug of similar or better specification (refer to Clause 7.17.2). In case of failure to supply a substitute Tug, the contract will be liable to be terminated.</p>	<p><b><u>VII Special Conditions of Contract</u></b></p> <p><b><u>Clause 7.11.(b)</u></b>  If Bollard Pull falls below 40 tons, the contractor has to provide a substitute Tug of similar or better specification (refer to Clause 7.17.2) or take necessary steps to restore the required Bollard Pull at their own cost within the allowable layup period, beyond which it will be considered off-hire and penalty as per Clause 7.17.1 will be applicable for the period beyond the allowable layup period. In case of failure to supply a substitute Tug or failure to restore the bollard pull, the contract will be liable to be terminated.</p>

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**Corrigendum-I**

<b>6.</b>	71-73	<b><u>Annexure-IX</u></b> <b><u>PROFORMA OF BANK GUARANTEE</u></b>  Major Port Trust Act,1963 (Act 38 of 1963)	<b><u>Annexure-IX</u></b> <b><u>PROFORMA OF BANK GUARANTEE</u></b>  Major Port Authorities Act,2021
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**BANK GUARANTEE FORMAT**  
**(Earnest Money Deposit)**

(To be issued by the Kolkata/Haldia Branch, as the case may be of any nationalized/scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/-).

To  
The Board of Trustees  
Syama Prasad Mookerjee Port, Kolkata

BANK GUARANTEE NO..... DATE.....

Name of Issuing Bank.....

Name of Branch.....

Address.....

Email .....

Phone No .....

In consideration of the Board of Trustees of the Syama Prasad Mookerjee port(hereinafter referred to as "the Trustees"), a Body Corporate, duly constituted under the Major Port Authorities Act,2021, having agreed to exempt M/s....., a Proprietary /Partnership/Limited/Registered Company, having its Registered office at ..... (hereinafter referred to as "The Bidder") from cash payment of Earnest Money Deposit in connection with Tender No.....for..... (write the name of the work as per tender) for the due fulfillment by the **bidder** of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs .....(Rupees.....), we .....Bank .....Branch, Kolkata/Haldia, do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees.....).

We,..... Bank..... Branch, Kolkata/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, .....Bank.....Branch,Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust" without any demur. Even if there be any dispute between the **bidder** and the Trustees, this would be no ground for us.....(Name of Bank), .....Branch, Kolkata /Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, Kolkata /Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.

2. We..... Bank.....Branch, Kolkata / Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank..... Branch, Kolkata / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the bidder and no protest by the bidder, made either directly or indirectly or through

Court, can be valid ground for us.....Bank .....Branch, Kolkata / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We .....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured /fulfilled by the bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of ..... days of..... 20\_\_\_ and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee 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..... Bank..... Branch, Kolkata / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the bidder for such extension of validity of this Bank Guarantee.

4. We.....Bank. .... Branch, Kolkata / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender by the bidder or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the bidder and to forebear or enforce any of terms and conditions relating to the said tender and we..... Bank.....Branch, Kolkata / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision have the effect of so relieving us .....Bank .....Branch, Kolkata /Haldia.

5. We.....Bank. ....Branch, Kolkata / Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_only);

b) This Bank Guarantee shall be valid upto \_\_\_\_\_; and

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).

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata/Haldia.

(OFFICIAL SEAL OF THE BANK)

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**Reply to Pre-Bid Query**

SL. No.	Page no.	Clause No. / Actual Clause	Clarification Sought / Change Suggested	SMPK's Response
1.	3	<b>II Schedule of Tender (SOT)</b> <b>E. Estimated Value of Tender</b> 1. INR 40,47,12,000/- plus GST. (Charter hire charge for one tug for 07 years)  2. INR 80,94,24,000/- plus GST. (Charter hire charge for two tugs for 07 years).....	<p>We wish to bring to your kind attention that the Estimated Value of Tender is low considering the present market scenario.</p> <ul style="list-style-type: none"> <li>• The cost of Manpower, logistics, insurance premium, provisions, workshop charges etc. have significantly increased during last two years.</li> <li>• Indian Rupee depreciation against other Major currencies specifically against USD (i. e. ~7%: from ~73 to 78) 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.</li> <li>• Fuel rates have skyrocketed during this time and thereby the cost of mobilization has become expensive.</li> <li>• <b>Scope also includes STS operations which are highly specialized in nature and require high level of competency and additional skilled crew leading to higher operating cost.</b></li> </ul> <p>In view of above, the estimated value of tender is inadequate and requires upward revision.</p>	As per Tender



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			We are of the opinion that this substantially lower budgetary estimate would discourage Bidders from participating 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 revised to a higher-level. We request your kind consideration of above.	
2.	36	<p><b>7.8.10. Fuel:</b></p> <p>The tenderer has to specify the fuel consumption per hour of main Engine and DG set separately. However, evaluation will be done based on 08 hours of working of Main Engine and 8.8 hours working of auxiliary engine (DG set) as mentioned in price bid subject to the upper limit of 125 litres/hour for the main engines and 10 litres/ hour for auxiliary engine. 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)135 litres/hr (i.e upper ceiling of 125 litre/hour of main engines plus 10 litres/hour for auxiliary engine) or (ii) the fuel consumption quoted per hour for both the main engines and auxiliary engine in totality.</p>	<p>We request you to kindly increase the limit (as per current tender terms limit is 125+10=135 ltr/hr) for declared fuel consumption for the following reason:</p> <ul style="list-style-type: none"> <li>• The actual fuel consumption will vary from Tug to Tug depending on the capacity, design etc. and cannot be generalised for all Tugs.</li> <li>• Compromise on safety of the operations: The limitation on the declared fuel consumption (125+10 ltr/hr) could be detrimental to the operational safety of the Port as the Tug owner would be forced to run the tug at a lower Power than actually required, to maintain the fuel consumption below such upper limit. Therefore, the Port will not have the benefit of entire Bollard Pull available.</li> <li>• Availability of 40 TBP Tugs in the market is scarce and bidder will have to look for higher capacity Tugs only.</li> <li>• STS operations also included in scope of work with specific requirement of proper storage capacity on tugs for fenders and other</li> </ul>	As per Tender.



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		<p>Providing/operating, manning and maintenance of IV / RSV / MS class tugs / launches / dredgers / any other vessels with manpower.</p>	<p>propulsion, competency of the crew required are all very different in Tugs as compared to Dredgers. Further, the power and manoeuvrability requirement in Tug (<u>Azimuth Stern Drive -ASD</u>) operation is much higher and is vastly different as compared to Dredgers. Hence, Dredging operation experience in not relevant for Port operation for crafts like Tugs.</p> <ul style="list-style-type: none"> <li>• Scope of work also involves STS operations, which are highly specialized in nature and require high level of competency.</li> </ul> <p>Therefore, Dilution of similar experience for such a crucial and demanding Tug operations is likely to put the Port operations at Risk</p> <p>Other Major Port do not accept Dredging work experience in Tug Tender for pre-qualification of the Bidders.</p> <p>In view of the above and in line with scope of work, we request modification as follows: “Providing, operating, manning and maintenance of IV / RSV / MS class tugs / launches / <del>dredgers / any other vessels with manpower.</del>”</p> <p>Major ports such as DPT, JNPT, MBPT, NMPT, VOCPT, CHPT accept similar experience of Providing, operating, manning and maintenance of such vessels.</p> <p>Attached the tender extracts from above ports for your ready reference.</p>	
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5.	29	<p>7.1. SECURITY DEPOSIT:</p> <p>7.1.1. The successful tenderer shall have to submit Security Deposit @ 3% (Three) of the Total Contract value excluding GST as accepted by HDC in Demand Draft or in the form of Bank Guarantee as per the enclosed format at Annexure – IX.....</p>	<p>1) We request that the Performance Bank Guarantee shall be for an amount of 3% <b>of the Annual Contract Value</b> which is in line with most of the Major ports such as <b>Kandla Port, Cochin Port, Chennai Port, Kamarajar Port.</b></p> <p>Further, we request that the Contractor shall be given an option to either provide a PBG with seven years + 3 month validity or a PBG renewable on annual basis with six months claim period. Kindly confirm.</p> <p>2) <b>Alternatively, line with recent Tug tenders floated by VOC Port and Paradip Port,</b> the contractor upon award to furnish <b>Seven numbers of Bank Guarantee</b> (in case of 7 years contract) of <b>each BG of equal to 3% of annual contract price,</b> therefore totaling to 3% of total contract price <b>with validity of 1, 2, 3, 4, 5,6 and 7 years.</b> In this mechanism the Port at any time will have with them BG of 3% of outstanding contract value.</p> <p>This mechanism would reduce the liability of the contractor for the contractual year successfully completed and would also reduce the margin requirement for the PBG and the PBG cost itself.</p> <p><b>Attached the supporting documents from mentioned ports Paradip and VOC Port.</b></p>	As per Tender.
6.	3  4	<p>H. Earnest Money Deposit in favour of <b><u>Haldia Dock Complex, Kolkata Port Trust</u></b> ...</p> <p><b>I. Bid Document fee</b></p>	<p>Kindly clarify name of the party in whose favour DD (for EMD and Bid document fee) to be issued as there is an ambiguity <b><u>(Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex OR Haldia Dock Complex, Kolkata Port Trust.</u></b></p>	DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia.

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		in favour of <b><u>Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex</u></b> ....		
7.	3	<b>II Schedule of Tender (SOT)</b> <b>H. Earnest Money Deposit</b> The bidders shall be required to deposit Rs. 23,12,640/- (Rupees Twenty three lakhs twelve thousand six hundred forty only) as 'Earnest Money Deposit' (EMD) to Haldia Dock Complex, through DD/Banker Cheque in favour of Haldia Dock Complex, Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected.....	Kindly clarify following regarding EMD:  1. In line with all other major port tenders, kindly accept EMD in the form of Bank Guarantee also.  2. Please also provide the Bank guarantee format for EMD  3. Specify validity requirement for Bank Guarantee.  4. Specify the Bank details of Port to be included in the Bank guarantee.	Refer Corrigendum-I.
	7	<b>III. Notice inviting E-Tender</b> <b>3.2 Test for Responsiveness</b> 5. Copy of Earnest money Deposit submitted through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia.	5. Please amend the clause 4 on page 14 as follows as the same is not as per tender requirement. "In case of <b>BG bidder should prepare the BG as per the instructions</b> specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before <del>the Online Opening of Financial Bid</del> the date specified in the tender. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected"	
	14	<b>KOPT e-Nivida Special Instruction to Bidders</b> <b>Submission of Bids</b> 4. In case of <b>BG bidder should prepare the BG as per the instructions</b> specified in the tender document. The BG in original should		

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		be posted/couriered/given in person to the concerned official <u>before the Online Opening of Financial Bid.</u> In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.		
8.	4	<b>I. Bid Document fee</b> The intending bidders also should submit the tender fee of Rs. 5,900/- ...., through <b>DD/Banker Cheque</b> ....	Portal ( <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> ) provides an option for payment of “Form fee” (Rs 5900) online and we understand that “Form Fee” and “Bid documents fee” are same. We have paid the same on online portal <b>(Please find attached the payment proof).</b> In view of above, please confirm that for us now requirement of DD won't be applicable as we have already paid the same online. Please confirm.	As per Tender. The original DD/Banker's Cheque against Tender fees/bid document fee should be physically deposited at the office of Tendering Authority within due date and time as per SOT.
9.	3	<b>II Schedule of Tender (SOT)</b> <b>H. Earnest Money Deposit</b> <b>The bidders shall be required to deposit Rs. 23,12,640/-</b> (Rupees Twenty three lakhs twelve thousand six hundred forty only) as 'Earnest Money Deposit' (EMD) to Haldia Dock Complex, through DD/Banker Cheque in favour of Haldia Dock Complex, Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected.....	Depending on if bidder is bidding for one Tug or Two, tender specifies different value for pre-qualification (similar works, annual turnover) and bank solvency. Similarly, please amend the EMD requirement as follows: <ul style="list-style-type: none"> <li>• if bidder is bidding for one Tug the EMD value would be Rs 11,56,320 /-</li> <li>• If bidding for two tugs EMD value would be Rs. 23,12,640/-</li> </ul> Please confirm and amend the tender clauses suitably.	Please Refer Corrigendum-I.
10.	42	<b>7.21 Payment</b> 7.21.3. a) PF/EPF, ESI Receipt and proof of payment made to the crew/staff for the	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 to comply with rules and regulations as applicable.

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		previous month to be produced for release of payment.	Contractor will be held responsible for applicable rules and regulations specific to this contract. Therefore, <b><u>in line with previous Tug Tender</u></b> , please add a sentence in paragraph stating that “ <b>Contractor to comply with rules and regulations as applicable.</b> ”	
11.	17	<b>V Commercial Terms and Conditions</b> 11. 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.	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. Kindly delete/amend this clause.	Please see corrigendum-I.
12.	31	<b>VII Special Conditions of Contract (SCC)</b> <b>7.2 Pricing of Bid</b> <b>7.2.4 Duties and Taxes</b> (4) All bidders are required to submit acknowledgement of their income tax returns filed and copies of their Form 26AS for the 2 financial years immediately preceding the financial year in which tax is required to be deducted at source .....	Please note that the deadline for IT return filing for FY2021-22 is till Nov’2022. Therefore, we understand that the bidder to submit the IT return acknowledgement for FY2019-20 and FY 2020-21. Please confirm above.	Yes.
13.	34	<b>VII Special Conditions of Contract (SCC)</b> <b>7.8 Scope of Work</b> 7.8.1 ..... The Tug may also be used for <b>assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels, assistance in lighterage operations</b> , STS operations at Sagar/Sandheads and for any other work that the vessel is capable of and as assigned	1) Kindly note that assistance to dead ship, floatation of grounded vessels, participation in pollution containment activities are specialized jobs and may require approval of insurance on case-to-case basis with payment of additional premium. We therefore request following:  (i)The cost of additional premium to be reimbursed by the Port on production of documentary evidence.	As per Tender.

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		<p>by the port anywhere, anytime, within the jurisdiction of the port as per requirement</p> <p><b>VII Special Conditions of Contract (SCC)</b> <b>7.8 Scope of Work</b> 7.8.13 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>(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 backdrop, 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. This would help to commence the job early and procure insurance at a nominal premium.</p> <p>Please confirm your acceptance to the above suggestion.</p>	
14.	34	<p><b>VII Special Conditions of Contract (SCC)</b> <b>7.8 Scope of Work</b> 7.8.1 ..... The Tug may also be used for <b>assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels, assistance in lighterage operations, STS operations</b> 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.</p>	<p>(1) Please provide atleast 07 days firm notice in case of STS operations as these are highly specialized in nature and require high level of competency and additional skilled crew to be mobilised.</p> <p>(2) As we have to deploy additional crew for these specialised operations, we will incur additional cost towards their salary, travels, accommodation, stay, transportation etc. The same has to be paid by the Port on cost + margin basis to the contractor.</p> <p>Port can recover these from the client for STS operations.</p>	<p>Port will pay for the additional crew to be hired for STS operation by the Tug Owner if such hiring is necessary as per regulation. Adequate notice will be provided. This will subject to mutually agreed terms.</p>



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15.	34	<b>VII Special Conditions of Contract (SCC)</b> <b>7.8 Scope of Work</b> 7.8.1 ..... The Tug may also be used for <b>assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels, assistance in lighterage operations, STS operations</b> 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.	Please state the estimated number of STS operations in a month for the duration of the 7 years contract tenure.	We may have 2 STS operation in a month on an average. However, it is too early to confirm in this regard. Further, it is not an obligation on the port to provide STS operation to any particular Tug. This will be at the discretion of the engineer of the contract.
16.	34	<b>VII Special Conditions of Contract (SCC)</b> <b>7.8 Scope of Work</b>	We request that a separate salvage related clause to be included as follows: “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 Port shall enter into agreement for salvage.	As per Tender.
17.	38	<b>VII Special Conditions of Contract (SCC)</b> <b>7.11 Bollard Pull</b> ..... Port may ask for a Bollard Pull test any time during the contract tenure. The BP test should be carried out at HDC. In	We agree that the Port has right to ask for a fresh bollard pull test if Port feels the Tugs performance has deteriorated. 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	A confirmation in this regard may be required from the classification society stating their inability to perform the BP test at Haldia.

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		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.	conducted in nearby Ports and the tug should be considered on-hire during such voyage. Please confirm.	
18.	38	<b>VII Special Conditions of Contract (SCC)</b> <b>7.11 Bollard Pull</b> ..... Port may ask for a Bollard Pull test any time during the contract tenure. 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>Cost of carrying out Bollard pull test:</b> If the Tug successfully delivers the Bollard pull required under the Tender, all the related costs shall be borne by the Port. Please confirm.	As per Tender.
19.	38	<b>VII Special Conditions of Contract (SCC)</b> <b>7.11 Bollard Pull</b> b) If Bollard Pull falls below 40 tons, the contractor has to provide a substitute Tug of similar or better specification (refer to Clause 7.17.2). In case of failure to supply a substitute Tug, the contract will be liable to be terminated.	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.  In view of above, we understand that if the original bollard pull of the deployed Tug is resorted within the time period provided in clause 7.17.2, then the requirement of substitute won't be applicable. Please confirm.	Please Refer Corrigendum-I.
20.	39	<b>VII Special Conditions of Contract (SCC)</b> <b>7.17 Deduction and Penalties</b>	The Penalty rate under the Tender is too steep as compared to penalty rate applicable in any other Major	As per tender.



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	46	<p><b><u>work order</u></b>, the successful bidder will have to make an arrangement for signing a formal agreement and Integrity Pact with Haldia Dock Complex, Syama Prasad Mookerjee Port on a non-judicial stamp paper of Rs. 50/- as per enclosed proforma at the earliest.</p> <p>7.29. INTEGRITY PACT The selected bidder will have to enter into an Integrity Pact with the Port as per format enclosed at Annexure-IV. (On Non Judicial Stamp Paper of Rs. 50/-).....</p>		
22.	41	<p>(b) In the event ..... <b><u>The contractor</u></b> shall submit a copy of insurance policy and <b><u>indemnity bond</u></b> (on Rs 50/- Non Judicial stamp paper) to HDC, SMPK.</p>	<p>(1) We understand that the indemnity bond to be submitted post award of contract. Please confirm.</p> <p>(2) Further, please confirm value of Stamp paper (Rs 300 or Rs 50).</p>	<p>Indemnity bond to be submitted along with the Techno commercial part of the tender.</p> <p>The value of Stamp paper should be Rs 50/-</p>
23.	40	<p><b>VII Special Conditions of Contract</b> <b>7.17 Deduction and Penalties</b> 7.17.4 The lay-up period shall commence from the time the tug is not available at the disposal of HDC till it starts for attendance of the next job. For example: 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</p>	<p>Please note that if next operation takes place after some days then as per this clause the Tug will be off hired till such time and contractor cannot afford to be off hired for such duration when the Tug is available for operations.</p> <p>In view of above, we request 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>Please confirm.</p>	As per Tender.

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		be considered from 1400 Hours of 02.01.2019.		
24.	8	<p>27. A Technical description of the Tug(s) to be submitted in the format given in Annexure VII and the same to be enclosed in Part-I (Technical and Commercial aspects) of the offer. Technical specifications including GA Plan of tug(s) offered for hire along with other relevant supporting documents should be submitted.</p>	<p>We understand that following documents for offered Tug(s) are to be submitted along with Bid.</p> <ul style="list-style-type: none"> <li>• Valid Class certificate as on date of bid submission</li> <li>• Registry certificate</li> <li>• GA Plan</li> <li>• Latest Bollard Pull test certificate as per Tender</li> <li>• Cargo ship equipment certificate (Form E and Form R)</li> <li>• Engine Manufacturers' data/ Shop test record for Main Engine in support of 90% MCR fuel consumption.</li> </ul> <p><b>Other documents for Tug as specified in tender. Please confirm.</b></p>	As per Tender.
	67-68	<p><b>DETAILS OF THE TUG BEING OFFERED</b></p> <p>1.....</p> <p>2.....</p> <p>3 (b). Whether the Tug was flagged in India on or before 15/01/2021 ( Proof for the same has to be submitted).....</p> <p>5. AGE OF THE TUG – (Age of the Tug not more than 18 years as on 01/02/2023)</p> <p>9) LOA [ NOT MORE THAN 36m]</p> <p><b>13) STATIC BOLLARD PULL</b> (Must have steady/ sustained bollard Pull of not less than 40 Tonnes at 90% MCR)</p> <p><b>18) NAVIGATIONAL EQUIPMENTS</b> (Validity of Certificates)</p>		

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		<p><b>22) A) SFOC OF MAIN ENGINES – BHP/HR (As per manufacturer and classification society certificate to be attached).....</b></p> <p>2. The Tug must have valid statutory and classification certificates for the performance of designated duties;.....</p>		
25.	68	<p><b>B. THE TUG MUST FULFILL THE FOLLOWING CRITERION:</b></p> <p>2. The Tug must have valid statutory and classification certificates for the performance of designated duties;</p>	<p>We request you to kindly consider inclusion of the following to avoid participation of laid up and non-functional vessels which if allowed could risk the safety of port operations:</p> <p><b>1) At the time of Bid submission, Tug should have valid certificate of class with annual survey endorsements for preceding three years.</b></p> <p>2) Tug should have all valid statutory certificates from IRS/ MMD/DGS and the same shall be submitted along with the bid</p>	<p>The Tug must have valid statutory and classification certificates for the performance of designated duties at least as on the date of opening the Techno commercial offer.</p>
26.	8          9	<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>The contractor shall submit the documents as per the Check List above (Clause 3.2) at</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> <p>(ii) Please note that the clause misses out important documents such as</p>	<p>As per Tender</p>

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		the time of submission of the bid online. However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against 3.2.2, 3.2.3, 3.2.4, 3.2.5 and 3.2.6 are not submitted with the bid.	<p>3.2.18 Bank Solvency 3.2.33 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 clarifications to be allowed on the documents, if required by the Port. Please confirm.</p>	
27.	43	<p><b>VII Special Conditions of Contract</b> <b>7.23 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 <u>for the period during which ‘force majeure’ event lasts.</u> The cost and loss sustained by either party shall be borne by respective parties.</p> <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 Subcontractor’s Employees) and hurricane. .....</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 impact of force majeure 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> <p>Request you to kindly include a new sub-clause under the Force Majeure clause as under:</p> <p><b><i>“Prolongation of Force Majeure: Either Party shall have the right to terminate the Contract in case the</i></b></p>	As per tender

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			<i>Force Majeure event prolongs for a continuous period of 3 months”</i>	
28.	44	<p><b>7.26 Interpretation of Contract Documents, Disputes &amp; Arbitration</b></p> <p>7.26.1. In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the 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>7.26.2. 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.</p>	<p>Please appreciate that the current process of approaching the engineer, chairman, conciliation committee and invoking arbitration is a long drawn process and time consuming, and we suggest amendment of the said clause as follows:</p> <p>“any dispute arising out of or in connection with this contract shall first be referred to the Engineer and in the event the Contractor is dissatisfied with the decision of the Engineer, the said dispute shall be referred to the Chairman. In the event a mutual settlement/ resolution cannot be arrived at before the Engineer/Chairman, the, the dispute shall be referred to arbitration under Clause 7.26.5 under this Tender.”</p>	As per tender.



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		7.26.3. If there is no settlement as mentioned at Clauses – 7.26.1 & 7.26.2, the dispute or differences or claims as the case may be, shall be referred to the Conciliation Committees/Councils comprising of independent subject expert in order to ensure speedy disposal of the case..... .....		
29.	21	<b>VI Instruction to Bidders (ITB)</b> <b>6.9 Instruction for filling Bids</b> XI) Haldia Dock Complex, Syama Prasad Mookerjee Port reserves the right to ask anyone of the bidders, who has submitted his price quotations to <b>submit a break-up of the submitted prices with adequate justification to establish for each such component.</b> 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.	We request deletion of these stated clause as the 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.  No other Major Port has such clauses in Tug tender.  Please remove this requirement.	As per Tender.

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30.	17	<b>V Commercial Terms and Conditions</b> 12. The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	We understand splitting up the contract means two tug contracts could be awarded to two different bidders and it does not mean further splitting part of a contract in any way. Kindly confirm.	Yes.
31.	8       38	32. 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.  7.11. BOLLARD PULL The steady/sustained Bollard Pull of the Tug/s at 90% MCR should not be less than 40 Tones at the time of deployment. At the time of deployment of the tug at HDC, a BP certificate should be submitted which is not more than 6 months old..... .....	In line with previous Tender, we understand that 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, latest BP test certificate (not necessarily six months old) has to be submitted as per clause 3.2.32.  Please confirm.	Yes
32.	31	<b>VII Special Conditions of Contract (SCC)</b> <b>7.2 Pricing of Bid</b> <b>7.2.4 Duties and Taxes</b> (3) 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	Please appreciate that if the Contractor is entitled to claim any benefit under the Law then the same cannot be denied under this contract and Contractor will continue to claim the same.  Accordingly, please amend the clause suitably.	As per Tender.

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		scheme to be notified under subsequent Foreign Trade Policy, if SMP, Kolkata is entitled to claim any benefit, the Contractor would not be entitled to claim the same benefit against any money realized against services rendered under the contract. .... .....		
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