

**CORRIGENDUM – 2**

Syama Prasad Mookerjee Port, Kolkata.  
श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता  
MARINE DEPARTMENT

**TENDER NO. MRN/NC/334/ 2022**

Discussions were held with the representatives of the prospective firms attended the pre-bid meeting held in the room of DMD on 26.10.2022. Queries raised by the bidders were clarified. The clarifications from SMPK on the queries of individual bidders are enclosed as Annexure with the corrigendum 2.

The Tender Committee during meeting found that some queries raised by bidders are justifiable and accordingly, decided to amend the same in the NIT which are as follows:

Ref. No. of NIT	Existing Clause	Amended Clause
Tender Notice (Annexure-B) Page-8 & 9 and 14.1	“लॉन्च एम.एस. के तहत पंजीकृत होना चाहिए तथा वर्ष भर अनुभवी मैनिंग के साथ अक्षांश 20° 45'N तक कोलकाता बंदरगाह की दक्षिणी सीमा तक संचालन के लिए सक्षम और प्रमाणित हो”	“लॉन्च एम.एस. के तहत पंजीकृत होना चाहिए तथा वर्ष भर अनुभवी मैनिंग के साथ भारत के क्षेत्रीय जल के भीतर हर मौसम में संचालन के लिए सक्षम और प्रमाणित हो”
	Syama Prasad Mookerjee Port, Kolkata intends to hire one number Steel hulled Pilot-cum-Survey Launch, registered under M.S. Act, capable and certified for operation up to the southern limit of Kolkata Port at Lat 20°45'N throughout the year with experienced manning and to carry out all such duties that the launch is designed for and capable of performing within the jurisdiction of Syama Prasad Mookerjee Port, Kolkata for a period of ten years.	Syama Prasad Mookerjee Port, Kolkata intends to hire one number Steel hulled Pilot-cum-Survey Launch, registered under M.S. Act, capable and certified for operation in all-weather conditions within the territorial waters of India throughout the year with experienced manning and to carry out all such duties that the launch is designed for and capable of performing within the jurisdiction of Syama Prasad Mookerjee Port, Kolkata for a period of ten years
Clause- 11.4, 11.5, 13.0 and 14.7	“Speed of the launch”.	“Speed of the launch” is the Operating Speed of the launch.



Clause 2.2(z)	New Clause.	Engine Maker Technical datasheet showing fuel oil consumption at different rated power to submit.
Clause 11.7	New Clause.	The Engineer of the contract will also conduct the speed trial of the launch at the beginning of each year during the entire contract period of the contract in the same manner as indicated in clause no.11.4.
SOT	Earnest Money Deposit = Rs.18,66,500/- (Rupees Eighteen lakhs Sixty-six thousand Five hundred) only.	Earnest Money Deposit = Rs.1,86,65,000/- (Rupees One Crore Eighty-six Lakhs Sixty-five thousand) only.
Clause 2.2 (g)	EMD of Rs.18,66,500/- payable to "Syama Prasad Mookerjee Port, Kolkata" through RTGS/NEFT.	EMD of Rs.1,86,65,000/- payable to "Syama Prasad Mookerjee Port, Kolkata" through RTGS/NEFT.
Clause 5(a)	EMD of Rs.18,66,500/- (Rupees Eighteen lakhs Sixty-six thousand Five hundred) only payable to "Syama Prasad Mookerjee Port, Kolkata" through RTGS/NEFT.  Alternatively, an amount of Rs. 10 Lakh (Rupees Ten Lakh) only shall be paid through RTGS/NEFT and the balance amount of Rs. 8,66,500/- (Rupees Eight Lakhs Sixty-six Thousand Five hundred) only to be submitted in the form of Bank Guarantee issued by any Indian Nationalized Bank, having Branch at Kolkata.	EMD of Rs.1,86,65,000/- (Rupees One Crore Eighty-six Lakhs Sixty-five thousand) only payable to "Syama Prasad Mookerjee Port, Kolkata" through RTGS/NEFT.  Alternatively, an amount of Rs. 10 Lakh (Rupees Ten Lakh) only shall be paid through RTGS/NEFT and the balance amount of Rs. 1,76,65,000/- (Rupees One crore Seventy-six Lakhs Sixty-five thousand) only to be submitted in the form of Bank Guarantee issued by any Indian Nationalized Bank, having Branch at Kolkata.

All other terms and conditions of the NIT remain unchanged. This corrigendum is to be considered as a part of the NIT.

N.B. All prospective bidders are advised to upload all requisite documents carefully to avoid their bids being considered non-responsive by the port.

  
[ Director, Marine Department (I/c)]

निदेशक, समुद्री विभाग (आई / सी)

## ANNEXURE

### Reply of Quarries raised by Firms

#### TENDER NO. MRN/NC/334/ 2022

Discussions were held with the representatives of the prospective firms attended the pre-bid meeting held in the room of DMD on 26.10.2022. Queries raised by the bidders were clarified. The clarifications from SMPK on the queries of individual bidders are as follows:

S.N.	Ref. No. of NIT	Firm's Query	Reply/Clarification by SMPK
1.	Annexure B	At Annexure B of the tender notice SMPK intends to hire M.S. Registered Pilot cum survey launch capable and certified for operation up-to the southern limit of Kolkata Port throughout the year and further requires that the intended launch to be supplied should fulfil river sea vessel type IV rules and surveyed in accordance. Do clarify that, the southern limit of Kolkata Port at Lat 20 45N falls within the territorial waters of India (the same is the prescribed plying limit for a RSV Type IV vessel)	The launch must be capable and certified for operation <b>in all-weather conditions within the territorial waters of India</b> throughout the year. Please refer. Corrigendum-2 of the NIT.
2.	Clause 1.1(B)	Further, pursuant to the pre-qualification criteria wherein the definition of similar work is stated as "Similar Work means supplying successfully with experiences manning of at least one steel hulled vessel registered under M.S. Act or I.V. Act (maintained under Class of an IACS approved Classification Society)". Whereas as per the tender specs the intended launch to be supplied should fulfil M.S. Act with RSV Type IV requirements and not I.V. Act. As such the definition of similar work should only be in line with M.S. Act. The same please be amended in according to the tendered specification.	Tender condition prevails.
3.	Earnest Money Deposit, page 16	With reference to earnest money deposit at page 16 of the tender document wherein Rs. 10,00,000/- is to be paid through RTGS/NEFT and Rupees 8,66,500/- to be paid vide bank Guarantee. We urge your good office in earnest to amend the EMD clause by virtue of having to submit a bank guarantee of the required sum on the whole amount of EMD. The procedure is being followed in all the major Ports of India.	Tender condition prevails.

4.	Security Deposit (Cl 6 of Pg 17)	<p>With reference to Security Deposit (Cl 6 of Pg 17) the said amount of 3% to total Contract Value would be very cost prohibitive. For instance, while considering the estimated value of tender at Rs. 373.30 lacs the L-1 bidder would have to deposit an approx. B.G. of Rs. 1.2 crores in line with the current Security Deposit clause. Therefore, you are kindly requested to amend the Security Deposit be based on the annual contract value.</p> <p>Further, the nationalised bank would not issue bank Guarantee of an amount for 10 years + 6 months as demanded as required by the tender document. Therefore, we propose that the said B.G. should be for a period of 3 years initially and the same will be extended once in every 3 years and so on till cessation of contract + 6 months.</p>	Tender condition prevails.
5.	<p>clause 10.4</p> <p>clause 10.6</p>	<p>With regard to fuels &amp; Lubricants at clause 10.4 of the Tender Document. Note, that the lowest bidder shall be evaluated as per EVC wherein the hourly running charges as quoted in BOQ is an integral part of the competitive bidding process (the same is also a governing factor in deciding the lowest bidder) and any variation in the hourly running charges during the tenancy of the proposed contract period would grossly affect the financial economics of the lowest price bid. Note as the daily and hourly charges is a fixed contractual charge and is only subject to escalation de-escalation on the hourly running charges based on the prevailing procurement cost of HSD.</p> <p>Both these factors are instrumental in determining the L-1 rate and therefore any decrease in fuel consumption of the vessel will affect the economics. At clause 10.6 where in the HRC only includes the cost of fuel consumed and does not have a provision for the cost of Lube oil consumed on an hourly basis and Lube Oil consumed during service routines. Further no protocol towards the intended trial is not mentioned, for instance the duration of the trial, number of trials that would be required within a definitive period. Further you have also mentioned that the cost of such trials would be borne by L-1 bidder, but we are unable to quantify the cost as no protocol of trial is stipulated in the tender document.</p>	<p>Tender condition prevails.</p> <p>The Engineer of the contract will also conduct the speed trial of the launch at the beginning of each year during the entire contract period of the contract in the same manner as indicated in clause no.11.4.</p>

	<p>Clause 11.5 Pg 28</p> <p>Log/Fuel (Clause 18 Pg 33)-</p>	<p>We do not understand the logic of clarifying the fuel consumption trial as our rate is basically on fixed fuel rate and daily hire.</p> <p>Therefore, we request you to refrain from taking fuel consumption trial. However, if you want to take fuel trial then it should not be made a factor for determining L-1. In such a case the contractor should not be left on the whims of officers to check fuel consumption. A time period should be mentioned i.e., once a year for speed trial.</p> <p>Specification trial (Clause 11.5 Pg 28) - time period should be mentioned clearly on the no. of time in a year. Speed trial may be taken. Other Major port tender specify that once a year trial may be taken and therefore request you to do the same.</p> <p>As the intended launch to be supplied would be Owned or charter by the contractor we feel it is unnecessary to give particular of every parameter viz. fuel oil consumption/breakdown etc in the log it should be dispensed with. This should only be applicable when SMPK supplies fuel.</p>	Tender condition prevails.
6.	Mode of payment Clause 27, Pg 36	Mode of payment (Clause 27 Pg 36) - As the contract has to pay for the full month outflow of the amount becomes very high and that we request you to clear payment in 30 days from the date of submission of bill.	Tender condition prevails.
7.	Clause 21	Deduction and Penalty - Penalty of 100% of hire is very high and is against the norms of the other tender of all Major Port Trust. In your earlier tender the rate of deduction was 50% of "Daily Hire Charge" and therefore it should not be more than that. Requested you to re-consider.	Tender condition prevails.
8.	Clause 23.3	Further note that the under the evaluation and comparison of bids at Clause 23.3 states as "No escalation on the quoted price is admissible during the period of the contract". Note that as escalation/de-escalation clause is applicable on hourly running charges, therefore an escalation or de-escalation would affect the contract price during the period of the contract, same may be amended in accordance please.	Tender condition prevails.

9.	clause 14, sub-clause 5, page 31.	We request that since this is a long term contract of 10 years, the age of the launch should not be more than 5 years since at the end of the contract the age of the vessel will be almost 20 years or more, which might lead to maintenance as well as operational issues already faced by the port with older launches run by them.	Tender condition prevails.
10.	clause 14, sub-clause 7, page 31	We request that speed of the launch should be at least 15 knots since due to tide as well as rough weather conditions, more than 6 months in a year, the extra power will assist in providing speed as well as faster movement between different stations. The high-speed vessel can also be used in case of any emergency, should it be required by the Port. Kindly note NIT # G1/27/2020/M, NMPT/ME/HPL/2021/055, KPL/MS/PL/2019 floated by Chennai Port Trust (CPT), NMPT (New Mangalore Port Trust), Kamarajar Port Ltd. (KPL) respectively (in financial years 20-21 & 21-22) have all opted for 15 knots vessel (river Sea Class Type 4) with min power requirement of 1400 Bhp. [Enclosed copy of tender documents for your reference]. There is no difference between the charter rates of 12 knots or 15 knots vessel, except marginal increase in fuel cost.	Tender condition prevails.
11.	Clause 14, sub-clause 7, page 31	The power required as per tender conditions is 1200 Bhp. As per other tenders floated by other major Ports (as stated above CPT, NMPT, KPL), a minimum power of 1400 BHP (700 BHP * 2) is required for RSV Type 4 pilot launches required by them to ensure that necessary speed is achieved. [Enclosed copy of tender documents for your reference]. Apparently, there is not much difference in the cost, and a superior & faster vessel can be bought in the same budget. Based on the above standard specifications of min 1400 BHP & 15 knots speed, with RSV Type 4 notation, we suggest that tender conditions should be standardized as per other major Ports for wider participation.	Tender condition prevails.
12.	Clause 11.4, page 28	Kindly confirm the time duration the vessel will be required to maintain speed of 12 knots @ 90% MCR. We suggest that the vessel be run for at least 2 hours at the constant speed since the actual performance of the vessel can only be assessed when it is run for a substantial period. Also, the same should be recorded & monitored by the port VTS so that calibration of instruments can be verified.	The speed trial will be done under the supervision and certification of IACS approved Classification Society Surveyor and Maker of the Main Engines.
13.	Clause 11.4, page 28	Please also refer to the same clause, to advise whether the speed trial witnessed by IACS member shall be done with the vessel fully loaded with full capacity of fresh water, fuel,	The speed trial will be done under the supervision and

		provisions etc since a fully loaded vessel would generally provide a better indication of the vessel's actual performance.	certification of IACS approved Classification Society Surveyor and Maker of the Main Engines.
14.	clause 14	The weather in terms of Beaufort scale (wave height & wind) up to which the pilot launch can run has not been specified in clause 14. Kindly clarify the same.	Tender condition prevails.
15.		Please specify a minimum fuel consumption based on the previous tenders / records of the port since some of the bidders quote low fuel consumption, compromising on the speed of the launch.	Tender condition prevails.
16.	Clause 14, sub-clause 7	We request that speed of the launch should be at least 15 knots since most of the major ports have floated tenders where speed requirement is a minimum of 15 knots. The power also required for such vessels is at least 1400 Bhp to ensure good average speed during operation.	Tender condition prevails.
17.	Page 38, clause 28.1 (h)	The mobilization period of 45 days is too less for a vessel of the size. We request you to provide at least 90 days for mobilization.	Tender condition prevails.
18.	10.8, Page 27	We request that the fuel consumption should be ascertained during pre-deployment trials, and the engine manufacturer performance curve should be good evidence to confirm the fuel consumption. The "lowest fuel consumption" during the subsequent trials should be deleted.	Tender condition prevails.
19.	Clause 14.0 Sub-clause 1	For area of operation only southern limit and one co-ordinate is mentioned. Please confirm whether this point is within 12NM from the nearest land in KoPT limit and if RSV Type-4 vessel is permitted to go up to this point throughout this year? If not, then vessel has to be certified for Indian Coastal Operations under ICV Act.	The launch must be capable and certified for operation in <b>all-weather conditions within the territorial waters of India</b> throughout the year. Please refer. Corrigendum-2 of the NIT.
20.	Clause 14.0, Sub-clause 7	a) if vessel speed is fixed for 12 knots at 90% MCR then No need to keep minimum horsepower for main engines as a vessel depending on its construction, size & weight could have a lower horsepower and still can achieve the desired speed. b) Generally, engine manufacturers mention the engine power either in HP or MHP or KW as well. Even vessel registry and class certificate have engine power in KW only hence please confirm the desired total engine power required in KW for better clarity or kindly accept any unit	a) Tender condition prevails.  b) Tender condition prevails.

		i.e. HP / BHP / MHP as mentioned on the technical specification sheet of engine manufacturer for the purpose of bidding.	
21.	Clause 10.0, Sub-clause 10.7	Average fuel consumption to be accepted as per the engine maker technical data sheet showing fuel oil consumption curve at different rated power to avoid any unethical practice or quoting less quantity by bidders to win the tender and later manage it by running only one main engine during actual operation and thereby compromising the vessel and personnel safety.	Tender condition prevails.
22.	Clause 11.5, page 28	It has not been clearly mentioned the no. of speed trials that the intended Launch needs to undergo per year.	The Engineer of the contract will also conduct the speed trial of the launch at the beginning of each year during the entire contract period of the contract in the same manner as indicated in clause no.11.4.
23.	Clause 6 of Pg 17	We feel that the calculation of Security Deposit needs reconsideration as it is based on total contact value which would make the Security Deposit amount exorbitantly very high. We request you to calculate the Security Deposit amount based on the annual contact value and amend this clause accordingly.	Tender condition prevails.
24.	Clause 5	In Clause "Earnest Money Deposit" at page 16 of the tender document it has been mentioned that the total Earnest Money Deposit amount of Rs. 18,66,500/- needs to be paid in two parts i.e. Rs.10,00,000/- through RTGS/NEFT mode and balance RS. 8,66,5000/- in the form of Bank Guarantee. We request that the entire EMD amount be allowed to be paid in the form of Bank Guarantee as is the practice in the tenders of all major ports of India.	Tender condition prevails.
25.	Clause no.18 of Page 33	In the Log / Fuel it has been mentioned that the Operator /Owner/Charterer of the launch should give the particulars of fuel oil consumption/breakdown. However, we feel this is not essential as the Fuel is not being supplied by SMPK.	Tender condition prevails.

[ Director, Marine Department (I/c)]  
निदेशक, समुद्री विभाग (आई / सी)