

**CORRIGENDUM-4**

Syama Prasad Mookerjee Port, Kolkata.

**श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता**

MARINE DEPARTMENT

**TENDER NO. MRN/NC/338/HIRE(LNCH)/2022**

Discussions were held with the representatives of the prospective firms who attended the pre-bid meeting held in the room of DMD on 11-04-2023. Queries raised by the bidders were clarified. The clarifications from SMPK on the queries of individual bidders are enclosed as Annexure-1 with the Corrigendum-4.

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/New Clause
SOT Pg. 4	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid: 05.06.2023 at 1400 hrs.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid: 20-06-2023 at 1400 hrs.
SOT Pg. 4	Date and time of opening of Part-I (i.e. Techno-commercial Bid): 05.06.2023 at 1500 hrs.	Date and time of opening of Part-I (i.e. Techno-commercial Bid): 20-06-2023 at 1500 hrs.
Clause 19, pg. 35	The Contractor will have to stand guarantee for the vessel's availability for at least <b>350 days</b> in a year, in fully operational condition.  Lay off period of maximum <b>15 days</b> (which is excluding vessel's availability of 350 days) will be allowed in a year subject to obtaining prior approval from the Engineer of the contract. No daily hire charge will be payable to the contractor during such lay off period.	The Contractor will have to stand guarantee for the vessel's availability for at least <b>340 days</b> in a year, in fully operational condition.  Lay off period of maximum 25 days (which is excluding vessel's availability of 340 days) will be allowed in a year subject to obtaining prior approval from the Engineer of the contract. No daily hire charge will be payable to the contractor during such lay off period.
clause 14 (serial # 15), page 31	MAIN ENGINES (No, Make, BHP each) [Total installed power of two main engines should not be less than 1200 BHP/894.84 KW].	MAIN ENGINES (No, Make, BHP each) [Total installed power of two main engines should not be less than 1176 BHP/876.94 KW].
Clause 14 (serial #13), page 31	FREEBOARD (Summer) [The minimum Freeboard (Summer) should be 1.142 meters]	FREEBOARD at Midship [The minimum Freeboard should be 1.40 meters]
Clause No. 2.2 (z), pg.14	New Clause.	2.2 (z) Where the bidder wants to build and supply the launch/launches, the bidder shall have to enter into an agreement with the shipyard and have to submit an agreement in original affirmed before a

		<p>first-class judicial magistrate in a non-judicial stamp paper.</p> <p>Bidders having their own yard shall submit an undertaking in original affirmed before a first-class judicial magistrate in a non-judicial stamp paper.</p>
Clause No. 11.5	New Clause.	<p><b>In case the bidder wants to build and supply the launch/launches: -</b></p> <p><b>11.5(a)</b> the Mobilization Time of 180 days will be given, and it will be counted w.e.f. the date of issuance of 'Letter of Intent'. The successful bidder will have to make available the launch/launches at Kolkata and commence operation within 180 days from the date of issuance of 'Letter of Intent'. Delay in Mobilizing the launch/launches will attract a penalty @10% of the Daily Hire Charge for each day of delay.</p> <p><b>11.5(b)</b> In case the contractor fails to supply the launch in the fully operational condition within 225 days from the date of Letter of Intent, SMPK reserves the right to terminate the contract, in the event of which, the security deposit will be encashed and forfeited. Excess further punitive action including suspension and banning of business can also be taken against defaulting bidders.</p> <p><b>11.5(c)</b> The Competent Authority/ Engineer of the Contract may, however, extend the period of mobilization if he is satisfied that the reasons for the delay were beyond the control of the contractor.</p> <p><b>11.5(d)</b> The successful bidder will have to submit the original General Arrangement Plan and all necessary related drawings / documents to the office of Director, Marine Department to get approval from the Director, Marine Department before starting construction of the launch.</p>

**ANNEXURE-1****Reply of quarries raised by Firms.****Tender No. MRN/NC/338/HIRE(LNCH)/2022**

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)			
i)	Annexure B Clause No. 1.1	Further, pursuant to the pre-qualification criteria wherein the definition of similar work is stated as "Similar Work" means supplying successfully with experienced 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 should be amended in according to the tendered specifications.	Tender condition prevails.
ii)	Clause No. 6 of Page 18	With reference to Security Deposit 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. 804.80 lacs the L-1 bidder would have to deposit an approx., B.G. of Rs. 2.41 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.	Tender condition prevails.
iii)	Clause no. 11 page no. 29	With reference to mobilization time, note a suited launch as per the tender specs of SMPK is readily not available in India and as such we are the firm opinion that the mobilization time be extended to 240 days and not 45 days. As this mobilization period of 240 days would be adequate for the prospective bidders to build and supply the intended launch in accordance.	Kindly refer Corrigendum-3.
iv)	clause 10.4	With regard to fuels & Lubricants 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	Tender conditions prevail.

		<p>hourly running charges during the tenancy of the proposed contract period would grossly effect 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 effect 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>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>Acceptance of launch (Clause 12 Pg 29) - time period should be mentioned clearly on the no. of trials in a year, that speed trial may be taken in a year. Other Major Port tender specify that one a year trial may be taken and therefore request you to do the same.</p> <p>Log/Fuel (Clause 18 Pg 35) - 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>	
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v)	Clause 27 Pg 38	Mode of payment - 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 invoice.	Tender conditions prevail.
vi)	Clause No.21, Pg 36	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.
vii)	Clause No.23.3, pg. 37	Further note that the under the evaluation and comparison of bids, 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 effect the contract price during the period of the contract same may be amended in accordance please.	Tender conditions prevail.

(2)			
a)	Annexure-C, page 45	<p>With reference to the page, Annexure-C, page 45, it has been presumed that the bidder quoting for two pilot launches is offering these vessels at the same rate. However, based on the age, power, design &amp; fuel consumption of the vessels, a prospective bidder might quote different rates (daily hire as well fuel) for the two offered vessels. Moreover, fuel consumption might vary substantially for the different launches, thereby making it impossible for the bidder to provide the same consumption for the two offered launches. Hence, we request that the price bid should be split in two parts, with quotation submission for "Vessel 1" (for a bidder who proposes only one vessel), and for "Vessel 2" for a bidder which intends to propose the second launch as well.</p> <p>Subsequently the bids should be evaluated for Vessel 1 and Vessel 2 separately as per the formula provided in the price bid.</p>	Tender condition prevails.
b)	clause 12.6, page 30	Considering a scenario where the L1 bidder has quoted for only one vessel, and the L2 bidder has quoted for two vessels (Vessel 1 and Vessel 2). As per the provisions of clause 12.6, page 30, kindly confirm if the L2 bidder matches the price of L1 bidder, will the former party be free to exercise the option of providing any vessel, Vessel 1 or Vessel 2, according to its convenience and choice.	Tender condition prevails.
c)	Clause No. 10.7, pg.28	Will the invoicing of both the launches for running hour charges done separately, or a consolidated invoice of the fuel consumption for the two launches will be considered. There could be a possibility of one launch being higher in terms of fuel consumption than the other. Hence, the running hour charges will not be the same in case two vessels are proposed.	<p>Invoices for both the launches will be separate.</p> <p>Please refer Clause No. 10.7 of the NIT. This Clause will be applicable for both the launches separately.</p> <p>Tender condition prevails.</p>
d)	Clause 14 (serial #13), page 31	With reference to clause 14 (serial #13), page 31 of the tender document, the minimum summer draft is not applicable to most of the vessels since they don't have a load line due to rule length being less than 25 meters. A good deck area at the forward part of the vessel with a freeboard of 1,142 meters at the forward part (the boarding area) to ensure sufficient elevation for pilots to embark & disembark sufficiently should be the evaluation criteria.	Kindly refer Corrigendum-3.

e)	clause 14 (serial # 15), page 31	With reference to clause 14 (serial # 15), page 31, we request that a tolerance of at least 2% should be allowed in the engine power (1200bhp) since different manufacturers (including foreign ones) have different ways of calibrating as well as measuring the power of a diesel engine. A tolerance of 2% will not have any impact on the speed or performance of the launch.	Kindly refer Corrigendum-3.
<b>(3)</b>			
a	Clause 19, pg. 35	Regarding guaranteed availability of vessel as per tender is 350 days and only 15 days allowed for annual and running maintenance of vessel which is very difficult to carry out these maintenance job properly within due period. You are requested to enhance the lay off period at least 30 days in a year for running maintenance and annual survey.	Kindly refer Corrigendum-3.
b		For this type of vessel it is essential to operate generator for 24 hours but no cost of item take into consideration for these purpose. At least 100 ltrs. Diesel will be consumed per day for generator for 24 hours.	Tender condition prevails.
c)	Clause No. 19.2, pg. 35	Lay off period for dry docking of vessel in every 5 years will be allowed 30 days beyond guaranteed availability of vessel.	Tender condition prevails.
d)	Clause No.11, pg. 29	If you allowed at least 06 months after issue of 'letter of intent' I can provide this vessel as per requirement to carry out the SMPK duty.	Kindly refer Corrigendum-3.

<b>(4)</b>					
S.N.	Ref. No. of NIT	Current Tender Clause	Request to clarify /Amend	Remarks	Reply/Clarification by SMPK
i)	SOT, pg. 4	Off-line Pre-Bid Meeting date, time & place: 11-04-2023 at 1500 hrs., in the room of Director, Marine Department	Request to kindly also allow participation through online mode i.e. through video conference mode.	The said practice is also being followed by other major ports for similar nature of tenders.	TC committee do not agree. Tender condition prevails.
ii)	Annexure-B, pg. 9	Bidders are free to participate for one launch or two launches in the tender.  Pre-qualification & EMD would be commensurate with the number of launches the bidder participates.	Request to kindly add: However preference will be given to the contractor who has bid for both the launches.	The said practice is also being followed by other major ports for similar nature of tenders.	TC committee do not agree. Tender condition prevails.
iii)	Clause No. 6.5, pg. 19	Work Order will be issued after	<b>Request to kindly change</b>	The said request is made basis on the	Kindly refer Corrigendum-3.

		successful speed trial and subsequent acceptance of the launch for deployment by SMPK.	<b>the clause as follows:</b> Work Order will be issued after receipt of Security Deposit. The contractor shall mobilize the launch and commence the work within 240 days after the issuance of Letter of Intent.	fact that such vessels are not readily available in the market. Further, a duration of 240 days was also given for similar type of boats chartered by KoPT in last 5 years.	
iv)	Clause No. 11.1, pg. 29	11.1 On placement of "Letter of Intent" launches are to be made available at Kolkata and commence operation within 45 days from the date of issuance of "Letter of Intent". Delay in mobilizing the launch will attract a penalty @25% of the Daily Hire Charge of the launch/launches for each day of delay.	Request to kindly change the clause as follows: 11.1 On placement of "Letters of Intent" launches are to be made available at Kolkata and commence operation within 240 days from the date of issuance of "Letter of Intent". Delay in mobilizing the launch will attract a penalty @25% of the Daily Hire Charge of the launch/launches for each day of delay.	The said request is made basis on the fact that such vessels are not readily available in the market. Further, a duration of 240 days was also given for similar type of boats chartered by KoPT in last 5 years.	Kindly refer Corrigendum-3.



<b>(5)</b>			
a)	Annexure-B, Clause-1.1, pg 10.	<b>Similar Work:</b> Request you to revise the “Similar Work” definition to supply of steel hull registered vessel under MS Act only. You will appreciate that for IV Act vessel lot of survey formalities are not applicable. But for MS Act vessel, maintaining of record and survey formalities is quite strict and therefore experience is required.	Tender condition prevails.
b)	clause 11, page 29	<b>Mobilization:</b> We request you to allow minimum 240 days time for mobilization as the vessel has to be custom-built to suit your parameters and we are the opinion that no steel vessel is available currently which will meet your tender’s specification.	Kindly refer Corrigendum-3.
<b>(6)</b>			
a)	clause 11, page 29	We request you to kindly increase the Mobilization period up to 240 days minimum for the launches. We have found out from the market that no such specification vessel is readily available and we need to construct the same which will require the above time.	Kindly refer Corrigendum-3.
<b>(7)</b>			
a)	Clause 5(a), pg. 17.	EMD: request you to accept partly in D/D and partly in BG as have been the practice of SMPK in past tenders.	Please refer Clause 5(a), pg. 17, the alternate mode of payment of EMD.
b)	clause 11, page 29	<b>Mobilization Time:</b> The mobilization time suggested by you is very less and therefore request you to extend the time to minimum 08 months from date of LOI. You may appreciate that we need to construct the vessel under clause and It will require the above time to deliver.	Kindly refer Corrigendum-3.
c)	Clause No. 14.1.13 pg.33	<b>Hourly Meter:</b> Since the contractor has to offer hour rate inclusive of running charges the requirement of Hour Meter is redundant and therefore request you to withdraw this requirement.	Tender condition prevails.
d)	Clause No.18, pg. 35	<b>Log Book:</b> As the fuel is supplied by the contractor, and has given a competitive rate for Running Hours, the requirement of hour fuel oil consumption/bunker should be dispensed with in the log.	Tender conditions prevail.
e)	Clause 21, pg. 36.	<b>Deduction/ Penalties:</b> request you to scale down the penalty to 50% of Daily Hire as in case of Breakdown, the vessel has to be brought to the Kolkata for repairs which itself consumes nearly 02 days to/fro.	Tender conditions prevail.
<b>(8)</b>			
a)	Clause No.34.	<b>Escalation for minimum wages increased by Central Government-</b> Request Port to reimburse the difference in increases in the minimum wages as specified by the Govt. of India central sphere. You will appreciate that, since Port falls under Central Govt, the contractor has to follow Central’s Minimum wages which increases considerably every 06	Tender conditions prevail.

		months and since this is a Five-year contract, it is difficult to predict the increases. Therefore, request you to re-imburse the difference amount of the wage of the Crews increases only.	
b)	clause 11, page 29	<b>Mobilization Period:</b> This should be increased to a minimum of 240 days from 45 days mentioned by you so that the bidders get reasonable time to build and deliver the vessel at Kolkata. Since as per current market trends, the specifications of the intended launches have been examined and the launch of similar specs are not available. Further, other major ports of India have floated similar tenders with a Mobilization period of at least 240 days.	Kindly refer Corrigendum-3.
<b>(9)</b>			
a)		<b>Deduction Penalties:</b> The penalties for deduction of 100% of Daily Hire Charges is too steep and not as per norms of other major Port Trust and request you to consider the following which is followed by other ports in similar tenders. Up to 7 days: 25% of hire charges + No Hire Charges. 08 - 14 days: 50% of hire charges + No hire charges. 15 - 21 days: 75% of hire charges + No hire charges. 22 - 30 days: 100% of hire charges + No hire charges. The above deduction/penalties are being followed for pilot Boat at NMPT, Cochin Port, JNPT and other major port in their tender.	Tender conditions prevail.
b)	clause 11, page 29.	<b>Mobilization Period:</b> We request you to increase the mobilization time to 210 days from your order.	Kindly refer Corrigendum-3.
c)		We understand that you need the 2 Pilot boats as replacement for SMPK owned Pilot Boats. We also know that there is a lot of Union intervention in Haldia/Sagar where they compel the contractor to employ their crew. Under the circumstances, we request your intervention so that Contractor are not forced to employ their crew as there is a competitive bid and no one can plan the additional cost of crew due to this illegal forcing by the Union.	Please refer Clause No. 34, pg. 40 & 41 of the NIT.

All other terms and conditions of the NIT remain unchanged. This corrigendum with Annexure 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]  
निदेशक, समुद्री विभाग