Tender No: GMM/436/HIRE/TUG/03 Corrigendum-I

Tender: Supply, manning, operation and maintenance of one tug of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-IV/Indian Coastal vessel for Haldia Dock Complex for a period of Seven years.



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता SYAMA PRASAD MOOKERJEE PORT, KOLKATA हल्दिया गोदी परिसर HALDIA DOCK COMPLEX Tender No: GMM/436/HIRE/TUG/03 CORRIGENDUM-I

CORRECTIONS / ADDITIONS / DELETIONS, ETC [Total Number of Pages: 3]

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 (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 No: GMM/436/HIRE/TUG/03 Corrigendum-I

SL.No.	Page No.	Reference Clause as per Tender	To be read as
1.		Clause 3.2 Test of Responsiveness	Clause 3.2 Test of Responsiveness
	9		
			3.2.31. The contractor should submit TDS certificate including 26AS to validate the legitimacy of the work completion certificate/s submitted as credential.
2.	39	7.19 Evaluation and comparison of Price bids.	7.19 Evaluation and comparison of Price bids.
		7.19.1. Price Bid evaluation criteria and formula for evaluation:	7.19.1. Price Bid evaluation criteria and formula for evaluation:
		Formula for evaluation of price bid will be as follows: -	Formula for evaluation of price bid will be as follows: -
		Total Price = $(365 \text{ x A}) + [\{\} \text{ x } 365 \times \text{Rate of HF-HSD @ IOC Haldia on } 27/12/2023 \text{ i.e. Rs. } 93.891 \text{ per litre}].$	Total Price = $(365 \text{ x A}) + [\{\} \text{ x } 365 \times \text{Rate} $ of HF-HSD @ IOC Haldia on $27/12/2023$ i.e. Rs. 93.892 per litre].
		Where,	Where,

Tender No: GMM/436/HIRE/TUG/03 Corrigendum-I

SL.No.	Page No.	Reference Clause as per Tender	To be read as
3.	82	Part-II, Annexure-XVI	Part-II, Annexure-XVI
		Un-Priced Bid	Un-Priced Bid
		Total Price = $(365 \text{ x A}) + [\{\} \text{ x } 365 \times \text{Rate} $ of HF-HSD @ IOC Haldia on $27/12/2023$ i.e. Rs. 93.891 per litre].	Total Price = $(365 \times A) + [\{\} \times 365 \times Rate $ of HF-HSD @ IOC Haldia on $27/12/2023$ i.e. Rs. 93.892 per litre].
		Where,	Where,

Tender No: GMM/436/HIRE/TUG/03 Reply to Pre-Bid Queries

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
10.	110.			
1.	3	II Schedule of Tender (SOT)	We draw your attention to the lower Tender	As per Tender.
		E. Estimated Value of Tender	value estimate considering the current market	
			rate for the following reasons:	
		1. INR 43,89,49,000/- plus GST. (Charter hire		
		charge for one tug for 07 years)	• Increase in Manpower cost: Indian	
			Marine Industry is currently witnessing a	
			scarcity in the trained and experienced	
			manpower. The surge in economic	
			activities in India post Covid era and the	
			huge shortage of manpower in the	
			International Market due to Ukraine-	
			Russian war. The Indian Marine	
			Manpower catering to this global shortage	
			has led to unavailability of crew to the	
			Indian Maritime Industry and a	
			skyrocketing increase in the salary of	
			officers' category. We would also like to	
			inform you that as per the latest directions	
			from National Maritime Board which fixes	
			minimum basic wages for the seafarers,	
			year on year escalations have been fixed	
			for the crew wages ranging from 5% to	
			10%. Further, the cost of logistics, insurance premium, provisions,	
			1 ' 1 '	
			workshop charges etc. have significantly	
			increased during last two years. Further,	
			we need to retain the skilled manpower	

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
			for STS (specialized operation) which further adds to increase in manpower cost. • Current Tug demand & supply scenario: As your good self is aware that the introduction of SOP by Ministry, for Hiring of Tugs by Govt Ports has limited the options available with Indian Tug operators. The requirement of Indian built/ tugs registered on/ before 15th Jan'21 only to participate in these tenders have seen Tugs of all categories and age group have already been engaged in long term contracts and there are hardly any tugs available in the Market. In the current market scenario, a tug of 40TBP@ 90% MCR would have to be met by a bigger capacity tug. Therefore, we are of the opinion that Tender estimate is inadequate and needs revision. In view of above, the estimated value of tender is inadequate and requires upward revision.	

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
2.	8	3.2 Test For Responsiveness 24). vi. Bollard Pull Certificate (Not less than 40 Ton), 29). Bidder shall submit during technocommercial stage Bollard Pull Test Certificate issued by IACS approved Classification society showing that the Bollard Pull of the Tug is 40T or more. However, at the time of deployment successful bidder will have to provide a Bollard Pull Test certificate for a minimum 40 Ton Sustained Bollard Pull at 90% MCR issued by IACS approved Classification society not more than 6 months old	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 requested that Budgetary estimate is to be revised to a higher-level. We request your kind consideration of the above. In line with Port Pre bid response for ongoing tender (Tender Ref: GMM/436/HIRE/TUG/609), we understand during the submission of bid, latest BP test certificate (not necessarily six months old) has to be submitted as per clause 3.2.24 & 3.2.39. Please confirm. Attached supporting document for your ready reference.	Yes

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
	37	The steady/sustained Bollard Pull of the Tug 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		
3.	10	3.2 Test For Responsiveness 29. Bidder shall submit during technocommercial stage Bollard Pull Test Certificate issued by IACS approved Classification society showing that the Bollard Pull of the Tug is 40T or more. However, at the time of deployment successful bidder will have to provide a Bollard Pull Test certificate for a minimum 40 Ton Sustained Bollard Pull at 90% MCR issued by IACS approved Classification society not more than 6 months old. Further, the bidder has to declare the following in Non-Judicial Stamp paper of Rs 50/- along with their offer	same in writing then we understand a BP test certificate of Tugboat achieving 40 Ton at lower MCR (i.e. @87% MCR) will be acceptable (This was clarified in ongoing Tender	During the techno-commercial stage bollard pull test certificate showing that the Bollard Pull of the Tug is 40T or more @ 90% MCR or at lower MCR is also acceptable. However, at the time of deployment successful bidder will have to provide a Bollard Pull Test certificate for a minimum 40 Ton Sustained Bollard Pull at 90% MCR issued by any IACS approved Classification society not more than 6 months old.
4.	9	3.2 Test For Responsiveness	1). We understand that all applicable documents to be uploaded by the bidder at the time of bid submission and no such self-declaration stating reason for non-submission will make the shortfall bid responsive.	As per Tender.

SL.	Page	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
No.	No.			
		Note: The tenderer should submit a self-declaration describing as to which document is not submitted and the reason behind the same.	Kindly confirm.	
5.	30	VII. Special Condition of Contract (SCC) 7.2.4 Duties and Taxes 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 scheme to be notified under subsequent Foreign Trade Policy, if SMP, Kolkata is entitled to claim any benefit, the Contractor would not	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
6.	33	VII Special Conditions of Contract (SCC) 7.8 Scope of Work 7.8.1 General: The tug(s) shall primarily be used for assisting vessels inside Haldia Dock Complex The Tug may also be used for assisting refloatation of grounded vessels, towing of dead vessels and assisting disabled vessels,	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:	As per Tender.

Tender No: GMM/436/HIRE/TUG/03 Reply to Pre-Bid Queries

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
10.	110.	<u></u>	<u> </u>	<u> </u>
		assistance in lighterage operations, STS	(i)The cost of additional premium to be	
		operations at Sagar/Sandheads and for any other	reimbursed by the Port on production of	
		work that the vessel is capable of and as	documentary evidence.	
		assigned by the port anywhere, anytime, within		
		the jurisdiction of the port as per requirement	(ii) Many a times, urgency of the job requires	
			the tug or holidays/ weekends do not allow	
		VII Special Conditions of Contract (SCC)	adequate time to the contractor to obtain	
		7.8 Scope of Work	approval of insurance in time prior the job is	
		7.8.13 In case the tug is engaged in firefighting	attended. In this backdrop, we request that both	
		and or pollution control as ordered by the Port,	the Port and the Owner of assisted vessel shall	
		the cost of foam / chemicals consumed for the firefighting / pollution control will be	indemnify the Contractor against all damages,	
		reimbursed by the Port as per actual.	losses of their property, injury, death of their	
		1	personnel third party liabilities including	
			environment liabilities. Basis this indemnity	
	35		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.	
			Also, during the pre-bid meeting for ongoing	
			Tender for hiring of 2 tugs (Tender ref:	

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
			GMM/436/HIRE/TUG/609), while	
			representing this query, Port has informed us to	
			consider our request related to reimbursement of	
			addition premium and providing indemnity	
			letter from ship owner.	
			In regard to above, please confirm your	
			acceptance to the above suggestion.	
7.		VII Special Conditions of Contract (SCC)	We request that a separate salvage related clause	As per Tender.
		7.8 Scope of Work	to be included as follows:	
	33		"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".	

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
8.	37	VII Special Conditions of Contract (SCC) 7.11 Bollard Pull	In line with Port Pre bid response for ongoing tender (Tender Ref: GMM/436/HIRE/TUG/609), where port has agreed to the point, if class provide its inability	A confirmation in this regard may be required from the classification society stating their inability to perform the Bollard Pull Test at Haldia.
		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.	to perform the Bollard Pull test at Haldia due to inadequate draft, then in such scenario, the bollard pull test to be conducted in nearby Port and the tug should be considered on-hire during such voyage. Please confirm.	
			Attached supporting document for your reference.	
9.	40	VII Special Conditions of Contract (SCC) 7.17 Deduction and Penalties 7.17.1	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:	As per Tender.

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
110.	110.			
		of the default were beyond the control of the	If the Tug is inoperative and / or unavailable and	
		Contractor. Non-payment of daily hire rates and	HDC is denied use of the tug, penalty will be	
		levy of penalty shall be calculated on pro-rata	levied from the time and date of such in	
		basis. GST as applicable would also be imposed on all deductions and penalties on the	operation/ unavailability after allowing any	
		contractor.	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.	
			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	
			Beyond 21 days 50% of hire charges per	
			day or part thereof on pro rata basis.	
			Attached the tender extracts from the Major	
4.0			Ports for your ready reference.	
10.		3.2 TEST FOR RESPONSIVENESS The tenders are to be submitted online in two	In line with Port Pre bid response for ongoing	Yes.
		parts i.e. Part-I & Part-II.	tender (Tender Ref:	
	8		GMM/436/HIRE/TUG/609), Integrity pact to	

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
		24. Complete and signed copy of enclosed		
		"Integrity Pact" in a Non-Judicial Stamp Paper worth Rs.50/-	award of contract.	
	31	7.4. Signing of the Contract	Please confirm.	
		After the issuance of Letter of Acceptance,		
		On placement of work order, 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.		
		7.29. INTEGRITY PACT		
	45	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/-)		
11	. 40	7.20 Insurance	In line with Port Pre bid response for ongoing	Yes
		(b) In the event The contractor shall submit a copy of insurance policy and indemnity bond	tender (Tender Ref.	
		(on Rs 50/- Non Judicial stamp paper) to HDC,	Givini/450/HIRE/100/009), the indefinity	
		SMPK.	bond to be submitted at time of bid submission. Please confirm.	
			riease commin.	

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
110.	110.			
12.	41	VII Special Conditions of Contract 7.17 Deduction and Penalties 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 01.01.2019 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.	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. 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. Request you to kindly amend the clause as "For example: In case the tug isn't available for use from 1600 Hours of 01.01.2019 and post repair of the tug it is ready by 1000 hours of 02.01.2019, the attendance of tug will be considered from 1000 Hours of 02.01.2019". (This was accepted by Chennai Port Trust in their tender pre-bid clarification. Attached supporting document for your reference.)	As per Tender.

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
13.	42	VII Special Conditions of Contract 7.23 Force Majeure 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 for the period during which 'force majeure' event lasts. The cost and loss sustained by either party shall be borne by respective parties. 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.	(i)Please not 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". (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: "Prolongation of Force Majeure: Either Party shall have the right to terminate the Contract in case the Force Majeure event prolongs for a continuous period of 3 months".	As per Tender.

Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
10.			
35	Joint Trial: During the course of deployment, if the fuel consumption is found to be above the admissible quantity as stated above, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate plus 19.25%. If GST becomes applicable on HSD in future, tax will be levied as per applicable rate	We request you to kindly recover the excess fuel consumption charges on the basis of the prevailing market rate. Kindly delete the extra 19.25%, which will have financial burden on the contractor.	As per Tender.
1	7.21 Payment 7.21.4.The cost of the quantities of HSD remaining on Board(ROB) at the time of On hire & off hire would be reimbursed/adjusted by the port and the contractor respectively. Payment for HSD ROB shall be made on the basis lower of HSD Price prevailing at IOCL, Haldia, as on the dates of on-hire or the cost of procurement of HSD on Board by the contractor as per invoice/challan issued by HSD Supplier. At the time of off-hire of Tug 19.25%	At the time of on hire ROB will be reimbursed at the fuel rate available at HDC Or Last bunker Invoice rate for the Tug. Similarly the off hire ROB also be adjusted at the rate available in HDC and additional charge of 19.25% should not be applied. Fuel cost is pass through only and no profit or margin are allowed.	As per Tender.
35		Joint Trial: During the course of deployment, if the fuel consumption is found to be above the admissible quantity as stated above, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate plus 19.25%. If GST becomes applicable on HSD in future, tax will be levied as per applicable rate 7.21 Payment 7.21.4.The cost of the quantities of HSD remaining on Board(ROB) at the time of On hire & off hire would be reimbursed/adjusted by the port and the contractor respectively. Payment for HSD ROB shall be made on the basis lower of HSD Price prevailing at IOCL, Haldia, as on the dates of on-hire or the cost of procurement of HSD on Board by the contractor as per invoice/challan issued by HSD Supplier.	Joint Trial: During the course of deployment, if the fuel consumption is found to be above the admissible quantity as stated above, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate plus 19.25%. If GST becomes applicable on HSD in future, tax will be levied as per applicable rate 7.21 Payment 7.21.4.The cost of the quantities of HSD remaining on Board(ROB) at the time of On hire & off hire would be reimbursed/adjusted by the port and the contractor respectively. Payment for HSD ROB shall be made on the basis lower of HSD Price prevailing at IOCL, Haldia, as on the dates of on-hire or the cost of procurement of HSD on Board by the contractor as per invoice/challan issued by HSD Supplier. At the time of off-hire of Tug 19.25% departmental charge on HF-HSD cost shall be

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
	1			
16.	30	VII. Special Condition of Contract (SCC) 7.2.4 Duties and Taxes 5. 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	We understand that IT return filing for FY2022-23 and FY 2021-22 will be acceptable. Please confirm. This was accepted by Port in the last tender. (Tender No: GMM/436/HIRE/TUG/228)	As per Tender. Documents as per clause 7.2.4(5) for FY 2022-23 and FY 2021-22 will be acceptable.
		financial year in which tax is required to be deducted at source	Attached supporting document for ready reference	
	41	7.21 Payment 7.21.3. a) PF/EPF, ESI Receipt and proof of payment made to the crew/staff for the previous month to be produced for release of payment. Contractor to comply with rules and regulations as applicable.	In line with Port Pre bid response for ongoing tender (Tender Ref: GMM/436/HIRE/TUG/609), please add a sentence in paragraph stating that "Contractor to comply with rules and regulations as applicable" as most of the listed rules and regulation are not applicable for Tug contract which is governed by M.S Act and contractor will held responsible for applicable rules and regulation specific to this contract. Please confirm Attached supporting document for your reference	NIT.
18.	3	II.Schedule of Tender A.Name of Work Supply, manning, operation and maintenance of one tug of 40 Ton Bollard Pull	Please clarify the meaning of more, is the Port is looking for Hybrid Tugs too!	'more' here means a tug of 40 Ton Bollard Pull or more. Hybrid tugs are not considered in this NIT.

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
110.	1100			
		(ASD/SRP/VOITH) or more of RSV Type-		
		IV/Indian Coastal vessel for Haldia Dock		
		Complex for a period of Seven years.		
19.	08	3.2 Test of Responsiveness	Whereas the Port is allowing the bidders with	Please refer para 2 of clause 3.3 of
		Clause 24	reconstruction Tugs as per ASTDS Guideline	NIT.
		A Technical description of the Tug(s) to be	and focused on the same and mentioned as	
		submitted in the format given in Annexure VII	below:	
		and the same to be enclosed in Part-I (Technical		
		and Commercial aspects) of the offer. The	30. Ownership:	
		bidder will submit following	(i) Tenderer shall possess tug of 40 tonne (min.)	
		certificates/documents for the offered tug for	bollard pull by absolute ownership/ Despondent	
		hire along with the Techno-commercial offer.	ownership/ Charter lease/ MoU/MoA. The	
		i. Certificate of Registry,	minimum parameters required of the tug should	
		ii. Certificate of class,	be as per the tender as mentioned herein below.	
		iii. Indian Coastal Vessel Safety	The bidder shall submit documents in support of	
		Certificate/Indian River-Sea Vessel Safety	the suitability as indicated. If the tenderer is in	
		Certificate or Cargo Ship Safety Radio	possession of lease or charter of hire of tugs, then	
		Certificate, Cargo Ship Equipment certificate,	irrevocable lease/charter agreement duly	
		Cargo Ship Construction Certificate as	stamped as per Indian Stamp Act 1958 and	
		applicable,	notarized, should be submitted along with the	
		iv. Minimum Safe Manning Document,	offer by tenderer.	
		v. GA Plan of tug,		

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
	1			
		vi. Bollard Pull Certificate (Not less than 40	(ii) Where the bidder does not possess the tug, he	
		Ton),	should have entered into an agreement with the	
		vii. Shop Test Record of Main Engines.	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.	
			(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.	
			For the Point (iii) Please provide sufficient time	
			frame to supply the Tug as per ASTDS	
			Construction time for such Tugs are 18+ Months	
			and for such time period hiring a Thirty party tug	
			is not possible /Practicable for the Potential	

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
			Bidders if they have Construction of New Tugs and supply on focus.	
20.	9	Clause-3.3 The tug to be provided should either be a. built in India as per the Approved Standardized Tug Design and Specification (ASTDS) of Ministry of ports, shipping and waterways (Erstwhile Ministry of Shipping) or; b. Indian flagged on or before 15/01/2021		Please refer para 2 of clause 3.3.
21.	35	Clause 7.8.11 External firefighting system: Fire Pump for external firefighting with fire monitors, oil dispersant spraying Booms with suitable nozzles, sufficient fire protection system etc. FIFI capacity of at least 500 cum per hour with adequate Foam Tank and Dispersant Tank Should be present.	ASTDS and such Tugs having standard design with Half Fifi of 600 CuM/Hr and Fifi with	As per Tender.
22.	38	Clause 7.12 Guaranteed Availability:		As per Tender.

SL.	Page	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
No.	No.			
		a) The Contractor will have to stand guarantee	Above Point a and c is contracting each other as	
		for the tug's availability for at least 353 days in	in (a) free time for lay up period is 12 days in	No, please revisit clause 7.12. (c).
		a year, in fully operational condition. The	year is not allowed to carry forward but again it	
		Contractor shall be allowed layup period of 12	is stated that contractor can club the free time lay	
		days per year during the currency of the contract	up period during dry dock (Please clarify this)	
		for upkeep of the Tug.	We understood that total free time for Dry dock	
		The allowed layup period of 12 days in a year	and maintenance is provided 12+60 days = 72	
		will be credited at the beginning of each	days in tenure of the contract i.e, 7 years of time,	
		contractual year. The allowed layup period of	please clarify this too.	
		12 days will be allowed in a year subject to		
		obtaining approval from the Engineer of the		
		contract. During the allowed layup period, daily		
		hire charges will be paid. No allowed layup		
		period balance at the end of the year will be		
		carried forward and will lapse.		
		b. In case the availability of the vessel falls		
		below		
		c. However, a further layup period of another 60		
		days will be allowed in maximum 04		
		instalments during the entire tenure of the seven years' period of the contract for dry		

SL.	Page	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
No.	No.			
		docking and survey repair of the Tug for		
		maintaining its Certificate and carrying out		
		smooth operations. Further, contractors will be		
		allowed to club the unused layup period out of		
		the 12 days available in that particular year		
		along with full or part layup period of 60 days		
		for the purpose of dry docking / surveys or other necessary repairs during the tenure of contract		
		subject to prior permission of the Engineer of		
		Contract, HDC. No payment will be made for		
		the layup period of 60 days as mentioned in this		
		clause. If the contractor is able to provide a		
		substitute tug during the period of layup of the		
		original tug as per clause No 7.17.2, payments		
		will be made to him as per the agreement for		
		the services of substitute tug. The period will		
		also not be treated as layup period.		
		d		
23.	. 3	II Schedule of Tender (SOT)	Estimated value of tender: Rs. 43,89,49,000/-	As Per Tender.
		E. Estimated Value of Tender	plus GST	
			For the Bidders who can supply ASD Tugs as per	
		1. INR 43,89,49,000/- plus GST. (Charter hire	ASTDS Guidelines, for such tugs the Tender	
		charge for one tug for 07 years)	value is very low and not considerable as per	
			Prevailing market condition.	
			Tender value should be revised for the New Tugs	
			Under ASTDS model as practically rate	

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
			difference should be there for the BRAND-NEW Tugs as per ASTDS Guidelines and an 18 YEARS OLD Tug.	