

Tender No: GMM/436/HIRE/TUG/222

Corrigendum-I

Tender: Supply, manning, operation and maintenance of two tugs of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-4/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

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CORRIGENDUM-I

CORRECTIONS / ADDITIONS / DELETIONS, ETC

[Total Number of Pages: 6]

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

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SL. No.	Page No.	Reference Clause as per Tender	To be Read As
1.	31	<p>VII. Special Condition of Contract (SCC) 7.2.4 Duties and Taxes</p> <p>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.....</p> <p>4) The Contractor would not claim any benefit under Service Exports from India Scheme formulated under Foreign Trade Policy, 2015-20 or any other such Scheme to be notified under subsequent Foreign Trade Policy against any amount paid by SMP, Kolkata to the contractor for the services rendered under the contract, without prior written approval of SMP, Kolkata.....</p> <p>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 financial year in which tax is required to be deducted at source .....</p>	<p>VII. Special Condition of Contract (SCC) 7.2.4 Duties and Taxes</p> <p>3) Port is and would continue to be the service provider for the Port services rendered to the vessels and Port would continue to recover dollar denominated tariff from foreign vessels. The Contractor shall therefore not claim any benefit against any incentive scheme for export of Service notified by Govt. in future, against amount paid by SMP, Kolkata to the contractor for the services rendered under the contract, without prior written approval of SMP, Kolkata. In case of any default in this account, the amount claimed by Contractor would stand recoverable by SMP, Kolkata with interest and in case the contractor fails to pay the same on demand, the SMP, Kolkata would be entitled to recover the same from any amount payable by SMP, Kolkata to the Contractor on any account and failing which by way of encashment of any Bank Guarantee maintained by the Contractor.</p> <p>4) SMP, Kolkata shall deduct from all payments and deposit required taxes to respective authorities on account of Tax Deducted at Source (TDS) relating to Income Tax, GST etc, as applicable under relevant tax laws and rules during the tenure of the contract.</p>

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SL. No.	Page No.	Reference Clause as per Tender	To be Read As
		.....	
2.	32	<p>7.5. INTERPRETATION OF THE TERMS</p> <p>In the Contract and specifications the following works and expressions shall have the following meanings.</p> <p>“The Board” - The expression ‘The Board’ means the Board of the Syama Prasad Mookerjee Port.                      .....                      .....                      .....</p> <p>The “OWNER” shall mean Board of Syama Prasad Mookerjee Port, a statutory body constituted under the Major Port Trust Act, 1963.                      .....                      .....</p>	<p>7.5. INTERPRETATION OF THE TERMS</p> <p>In the Contract and specifications the following works and expressions shall have the following meanings.</p> <p>“The Board” - The expression ‘The Board’ means Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata, a permanent body having perpetual succession and a common seal constituted under the provisions of the Major Port Authorities Act 2021 and having its Head office at 15 Strand Road, Kolkata-700001.                      .....                      .....</p> <p>The “OWNER” shall mean “Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata, a permanent body having perpetual succession and a common seal constituted under the provisions of the Major Port Authorities Act 2021 and having its Head office at 15 Strand Road, Kolkata-700001.                      .....                      .....</p>

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3.	49	<p style="text-align: center;">Annexure-II FORM OF AGREEMENT (To be executed on Non-Judicial Stamp Paper of worth at least Rs. 50/-)</p> <p>THIS AGREEMENT made this .....day of.....202...between the Board for the Syama Prasad Mookerjee Port, a body corporate constituted by the Major Port Authorities Act, 2021..... ..... .....</p>	<p style="text-align: center;">Annexure-II FORM OF AGREEMENT (To be executed on Non-Judicial Stamp Paper of worth at least Rs. 50/-)</p> <p>THIS AGREEMENT made this .....day of.....202...between the Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata, a permanent body having perpetual succession and a common seal constituted under the provisions of the Major Port Authorities Act 2021 and having its Head office at 15 Strand Road, Kolkata-700001..... ..... .....</p>
4.	64	<p style="text-align: center;">Annexure-VI INDEMNITY BOND</p> <p>..... ..... Marine Department ,Haldia Dock Complex, Syama Prasad Mookerjee Port ( A statutory Body under Major Port Authority Act, 2021). WHEREAS..... .....</p>	<p style="text-align: center;">Annexure-VI INDEMNITY BOND</p> <p>..... ..... Marine Department ,Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (a permanent body having perpetual succession and a common seal constituted under the provisions of the Major Port Authorities Act 2021). WHEREAS.....</p>

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5.	70	<p style="text-align: center;">Annexure-IX PROFORMA OF BANK GUARANTEE (In lieu of Cash Security Deposit)</p> <p>..... .....</p> <p>To The Board Syama Prasad Mookerjee Port, Kolkata</p> <p>..... .....</p> <p>.....</p> <p>In consideration of the Board of the Syama Prasad Mookerjee port (hereinafter referred to as “the Board”) , a Body Corporate, duly constituted under the Major Port Authorities Act, 2021.....</p> <p>..... .....</p>	<p style="text-align: center;">Annexure-IX PROFORMA OF BANK GUARANTEE (In lieu of Cash Security Deposit)</p> <p>..... .....</p> <p>To Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata</p> <p>..... .....</p> <p>.....</p> <p>In consideration of the Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as “the Board”) , a permanent body having perpetual succession and a common seal constituted under the provisions of the Major Port Authorities Act 2021 and having its Head office at 15 Strand Road, Kolkata-700001.....</p> <p>.....</p>
6.	81	<p style="text-align: center;">Annexure-XV BANK GUARANTEE FORMAT (Earnest Money Deposit)</p> <p>..... .....</p>	<p style="text-align: center;">Annexure-XV BANK GUARANTEE FORMAT (Earnest Money Deposit)</p> <p>..... .....</p>

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		<p>To The Board Syama Prasad Mookerjee Port, Kolkata ..... ..... ..... In consideration of the Board of the Syama Prasad Mookerjee port (hereinafter referred to as “the Board”) , a Body Corporate, duly constituted under the Major Port Authorities Act, 2021..... ..... .....</p>	<p>To Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata ..... ..... ..... In consideration of the Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as “the Board”), a permanent body having perpetual succession and a common seal constituted under the provisions of the Major Port Authorities Act 2021 and having its Head office at 15 Strand Road, Kolkata-700001..... .....</p>

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Reply to Pre-Bid Queries

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SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
1.	3	<p>II SCHEDULE OF TENDER (SOT) E. Estimated Value of Tender</p> <p>1. INR 43,89,49,000/- plus GST. (Charter hire charge for one tug for 07 years)</p> <p>2. INR 87,78,98,000/- plus GST. (Charter hire charge for two tugs for 07 years)</p>	<p>We draw your attention to the lower Tender value estimate of the Tender considering the prevailing market rate for hiring of Tugs:</p> <ul style="list-style-type: none"> <li>•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.</li> <li>•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%.</li> <li>•Further, the cost of logistics, insurance premium, provisions, workshop charges etc. have significantly increased during last two years. Further, we need to retain the skilled manpower for STS (specialized</li> </ul>	As Per Tender.

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			<p>operation) which further adds to increase in manpower cost.</p> <ul style="list-style-type: none"> <li>• Current Tug demand &amp; 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 only Indian grandfather tugs meeting cutoff date as per DG shipping guidelines only to participate in these Govt/ major port tenders have resulted in most of these 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.</li> </ul> <p>We are also 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-</p>	



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			level. We request your kind consideration of the above.	
2.	10	<p>Clause 3.2 Test of Responsiveness                      .....                      3.2.31. The contractor should submit TDS certificate including 26AS to validate the legitimacy of the work completion certificate/s submitted as credential.</p>	<p>We understand that the referred additional clause is only applicable if the bidder is submitting similar experience executed for private parties (i.e. in case similar experience executed with private firm bidder is required to submit 26AS for the respective work).</p> <p>If the bidder is submitting similar experience executed with Govt/Major Ports, PSUs then then there is no need for submitting 26AS.</p> <p>This is in line with other Major Ports tender (Supporting documents attached)</p> <p>Kindly Confirm</p>	As per Tender
3.	9  10	<p>3.2 TEST FOR RESPONSIVENESS</p> <p>24) vi. Bollard Pull Certificate (Not less than 40 Ton),</p> <p>29) Bidder shall submit during techno-commercial stage Bollard Pull Test Certificate issued by IACS approved Classification society showing that the</p>	<p>In line with Port Pre bid response to the recently discharged tug tender (Tender Ref: GMM/436/Hire/Tug/03), we understand that a latest BP test certificate (not necessarily six months old) has to be submitted along with the Technical Bid submission.</p> <p>Please confirm.</p> <p>Attached supporting document for your ready reference.</p>	Yes. Also refer to reply Sl. 4.

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	38	Bollard Pull of the Tug is 40T or more. ..... 7.11. BOLLARD PULL The steady/sustained Bollard Pull of the Tug at 90% MCR should not be less than 40 Tones at the time of deployment..... .....		
4.	10	3.2 TEST FOR RESPONSIVENESS  29) Bidder shall submit during techno-commercial 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..... .....	In case the Tug is attaining 40Ton at a lower MCR (lower than 90% MCR) and the Class has witnessed and certified the same, we trust the Port will accept the same. Kindly confirm. The above was clarified during the last discharged Tug hiring 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.

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5.	10	<p>3.2 TEST FOR RESPONSIVENESS</p> <p>1.....</p> <p>.....</p> <p>31.....</p> <p>.....</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>.....</p> <p>.....</p>	<p>We understand that documents which must have to be submitted as per tender conditions such as qualification criteria, tug specification and other critical documents, such self-declaration from the Bidder will not exempt the Bidder in any way. Self-declaration could only be used for documents which are not applicable as per Statute.</p> <p>Kindly confirm.</p>	<p>For qualification the bidders will be have to fulfill conditions/criteria specified in tender document.</p>
6.	11	<p>Clause 3.3 The tug to be provided should either be</p> <p>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;</p> <p>b. Indian flagged on or before 15/01/2021.</p> <p>In case none of the bidders are able to fulfill the above-mentioned criteria, then the bidders may offer an alternate tug for meeting the operational requirements of</p>	<p>We understand that the Bidder offering tug to be constructed to meet ASTDS guidelines, shall have to offer a substitute/alternate tug meeting Tender conditions with all valid certificates, Bollard Pull test certificate, GA at the time of bid submission.</p> <p>Kindly confirm.</p>	<p>Bidders offering tug to be constructed to meet ASTDS guidelines, shall have to offer a substitute/alternate tug meeting Tender conditions for getting prequalified on the condition that the Tug initially offered shall be substituted with an Indian built tug as per the ASTDS not later than 18 months from the date of commencement of the charter, failing which the contract shall be terminated and the Security Deposit will be forfeited.</p>

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		<p>the Port, on the condition that the Tug initially offered shall be substituted with an Indian built tug as per the ASTDS not later than 18 months from the date of commencement of the charter, failing which the contract shall be terminated and the Security Deposit will be forfeited. Such defaulting parties shall thereafter be barred from participation in further tenders for chartering of any type of vessel for all Ports under the Ministry of ports, shipping and waterways (Erstwhile Ministry of Shipping).</p>		
7.	31	<p>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</p>	<p>Please appreciate that the benefits accrued to the Contractor by a specific provision in the Indian Law/ promulgations/ GOs etc., any such restrictions in the Tender may not deprive the Contractor of his rights. The above may please be noted.</p>	<p>Please see corrigendum-I.</p>

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		subsequent Foreign Trade Policy, if SMP, Kolkata is entitled to claim any benefit, the Contractor would not.....		
8.	31	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 financial year in which tax is required to be deducted at source .....	We draw your attention to the Pre bid response issued by the Port for the last discharged Tug hiring tender (Tender Ref: GMM/436/Hire/Tug/03) wherein Port had confirmed that IT return filing for FY 22 and FY 23 will be acceptable. Kindly confirm.  Attached supporting document for your reference.	Please see corrigendum-I.
9.	34	VII Special Conditions of Contract (SCC) 7.8 Scope of Work  7.8.1 The Tug(s) shall primarily be used for assisting vessels inside Haldia Dock Complex and in the river for berthing/unberthing/ double banking etc. at different berths and at oil jetties by towing, checking & pushing..... .....	(i) Kindly note that Harbour Tugs are not suitably equipped with equipment and trained manpower to attend to specialized jobs such as salvage related jobs and oil pollution containment etc. Further the standard Insurance cover for these Tugs do not cover for these specialized jobs and hence, it is a requirement for the contractor to evaluate each such job prior consenting to participate and also secure additional insurance cover.	Your tug will be hired on contract and services will be provided by the port for re-floatation of the grounded vessel. In such case the grounded vessel will pay for all the services rendered by the port including reimbursement of repair cost, if the tug is damaged.  The towing of dead vessels and assisting disabled vessels, assistance in lighterage operations, STS operations at Sagar/Sandheads and for any other work that the vessel is capable of and

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	36	<p>The Tug may also be used for assisting re-floatation of grounded vessels, towing of dead vessels and assisting disabled vessels, assistance in lighterage operations, STS operations at Sagar/Sandheads and for any other work that the vessel is capable of and as assigned by the port anywhere, anytime, within the jurisdiction of the port as per requirement.....                      Without prejudice to the aforesaid, the tug shall be used for various lawful services required by HDC.....</p> <p>VII Special Conditions of Contract (SCC)                      7.8 Scope of Work</p> <p>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>We therefore request that adequate time period is to be granted for mobilizing qualified manpower, taking additional insurance cover for such jobs. The additional cost thus borne by the Contractor shall be reimbursed by the Port.</p> <p>(ii) In case of emergency while Tug is to be utilized promptly (in case of refloating of vessel etc), the assisted Vessel and the Port both shall issue an indemnity letter in favor of the contractor protecting him against any and all losses, damages etc.                      Kindly confirm.</p>	<p>as assigned by the port anywhere, anytime, within the jurisdiction of the port as per requirement are to be done in usual course and the Contractor shall be ready to perform such duty anytime.</p>

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10.	34	VII Special Conditions of Contract (SCC) 7.8 Scope of Work	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”.	Not acceptable as the port is already paying daily hire charges for hiring of the tug and the grounded vessel will pay for all the services rendered by the port including re-imburement of repair cost, if the tug is damaged.
11.	38	VII Special Conditions of Contract (SCC) 7.11 Bollard Pull ..... ..... 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	We draw your attention to the Pre bid response issued by the Port for the last discharged Tug hiring tender (Tender Ref: GMM/436/Hire/Tug/03). The Port had agreed that in the event, the Classification Society confirms that Bollard Pull test cannot be conducted at Haldia due to inadequate draft; the Tug shall be allowed to undergo bollard pull test at nearby Port locations and during the entire period of	A confirmation in this regard may be required from the classification society stating their inability to perform the Bollard Pull Test at Haldia.  However, the tug may be considered on hire for such period for carrying out BP test and voyage subject to the availability of allowed layup period.

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		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.	BP test and voyage, the Tug will be considered on hire under the Contract. Please confirm. Attached supporting document for your reference.	
12.	41	7.20 Insurance  (b) In the event ..... The contractor shall submit a copy of insurance policy and indemnity bond (on Rs 50/- Non Judicial stamp paper) to HDC, SMPK.	We draw your attention to the Pre bid response issued by the Port for the last discharged Tug hiring tender (Tender Ref: GMM/436/Hire/Tug/03). It was clarified that the indemnity bond is to be submitted at time of bid submission. Please confirm the above understanding.	Indemnity bond is to be submitted at time of bid submission.
13.	9  32	3.2 TEST FOR RESPONSIVENESS 23. Complete and signed copy of enclosed "Integrity Pact" as per enclosed format.  7.4. Signing of the Contract 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	We request you to please clarify as to the timing of submission of Integrity pact. The referred clauses specify two different timelines i.e. at the time of Techn-commercial bid submission and after award of the Contract. Please clarify.	Integrity Pact is to be submitted at time of bid submission.



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	46	stamp paper of Rs. 50/- as per enclosed proforma at the earliest.  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/-).....		
14.	40	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.	(1) Kindly note that the down time/ lay up period usually commences from the time the Tug reports break down and it ends upon Tug reporting back to radio control of its readiness. We therefore request you not to penalize the Contractor by a prolonged lay up period which is not fair.  (ii) We also 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".	As per Tender

Tender No: GMM/436/HIRE/TUG/222

Reply to Pre-Bid Queries

Tender: Supply, manning, operation and maintenance of two tugs of 40 Ton Bollard Pull (ASD/SRP/VOITH) or more of RSV Type-4/ Indian Coastal vessel for Haldia Dock Complex for a period of Seven years.

SL. No.	Page No.	Reference Clause	Clarification Sought / Change Suggested	HDC(SMPK) Response
			<p>(This was accepted by Chennai Port Trust in their tender pre-bid clarification. Attached supporting document for your reference.)</p> <p>Please confirm.</p> <p>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>	
15.	43	<p>VII Special Conditions of Contract</p> <p>7.23 Force Majeure</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 for the period during which ‘force majeure’ event lasts. The cost and loss sustained by either party shall be borne by respective parties.</p>	<p>(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”.</p> <p>(ii)We also suggest that either party should have the right to terminate the contract if the force majeure</p>	As per Tender.

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		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..... ..... .....	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".	
16.	36	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 are of the opinion that charging additional 19.25% over fuel recovery is unprecedented and non-standard for Tug hiring Tenders. Request you to please remove this additional charge.	As per Tender.

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17.	42	<p>7.21 Payment</p> <p>7.21.4. The cost of the quantities of HSD remaining on Board (ROB) at the time of Onhire &amp; off hire would be reimbursed/adjusted by the port and the contractor respectively.</p> <p>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.</p> <p>At the time of off-hire of Tug 19.25% departmental charge on HF-HSD cost shall be recovered extra.</p>	<p>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.</p> <p>Similarly, the off hire ROB also be adjusted at the rate available in HDC and the additional charge of 19.25% should not be applied.</p> <p>Fuel cost is pass through only and no profit or margin are allowed.</p> <p>We are of the opinion that fuel charges are pass through only and neither party should benefit out of the same.</p>	As per Tender