

**MORMUGAO PORT AUTHORITY  
MARINE DEPARTMENT**

**Name of the tender:** “Tender for Supply, Manning, Operation and Maintenance of one number Pilot Launch of speed 12Knots with Steel Hull on Hire basis for a period of Ten(10) years to Mormugao Port Authority”

**TENDER NO. : DC/SE(M)/12K/2024/3**

**ADDENDUM – I and AMENDMENT TO CLAUSES**

**CORRECTIONS / ADDITIONS / DELETIONS, ETC...**

**[Total Number of Pages: 15]**

**NOTE:**

1. This “ADDENDUM – I” and “AMENDMENT TO CLAUSES” should be read in conjunction with Tender Document reference no. DC/SE(M)/12K/2024/3.
2. All other terms and conditions of the Tender Document will remain unchanged.
3. One set of this “ADDENDUM – I” and “AMENDMENT TO CLAUSES” along with one set of Tender Document, shall be submitted along with the Tender (in Cover-I), duly signed and stamped, as token of acceptance.

**REPLY TO PREBID QUERIES RAISED BY THE BIDDERS**

**Name of the tender:** “Tender for Supply, Manning, Operation and Maintenance of one number Pilot Launch of speed 12Knots with Steel Hull on Hire basis for a period of Ten(10) years to Mormugao Port Authority”

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Sr. No	Page No.	Clause No.	Tender Condition	Bidder Queries	Clarifications
1	16	2.16	MPA shall hold a pre-bid meeting on the scheduled date as per NIOT, in order to clarify and discuss issues with respect to the tender vis-à-vis terms and conditions or any other related issues.	We request the Port to scheduled pre bid meeting via online mode.	Tender condition prevails, along with online mode.
2	21	2.21.3 (ii)	(ii)The cost of stamping the Hire Agreement and cost of preparation of contract document (1 original + 4 copies) must be borne by the successful Bidder. Stamp paper of Rs. 1000/- shall be purchased from the Local authorized vendor in Goa for the purpose of contract agreement.	<p><b>1)</b> We request port to clarify the cost of Stamp paper for the contract agreement also allow to purchase stamp paper from any authorized vendor in India.</p> <p><b>2)</b> We kindly request clarification regarding the required stamp paper value. The tender documents mention a stamp paper of Rs.100/- or Rs.1000/-, which we believe is a typographical error.</p>	Tender condition prevails.
3	27	3.3	The work shall commence “within 240 days in case of newly constructed Pilot Launch” or “within 60 days in case of readily available Pilot Launch” from the date of issue of LOA. The contract will run for a period of 10 (ten) years from the date of commencement. It is extendable for a further period of 1 (one) year with mutual consent.	<p><b>1)</b> Kindly request the Port to consider commencement of work within 300 days in case of newly constructed Pilot Launch and 120 days in case of readily available Pilot Launch from the date of issue of LOA.</p> <p><b>2)</b> Delivery period of 240 days should be increased to 365 days.</p> <p><b>3)</b> Delivery period of 240 days.</p>	<p><b>The clause is amended as under:-</b></p> <p><b>3.3)</b> The work shall commence “within 300 days in case of newly constructed Pilot Launch” or “within 60 days in case of readily available Pilot Launch” from the date of issue of LOA. The contract will run for a period of 10 (ten) years from the date of commencement. It is extendable for a further period of 1 (one) year with mutual consent.</p>
	27	3.4 a	(a) For newly constructed Pilot Launch: Within 240 days from the date of issuance of Letter of Acceptance (LOA) by the Employer.	<b>4)</b> Request to kindly change the clause accordingly. The work shall commence “within 270 days in case of newly constructed Pilot Launch” “within 60 days in case of	<p><b>The clause is amended as under:-</b></p> <p><b>3.4.a)</b> For newly constructed Pilot Launch: Within 300 days from the date of issuance of Letter of Acceptance (LOA) by the Employer.</p>

	49	o	o) Year of Built: The age of the offered Pilot Launch should not be more than 05 years ending last day of month previous to the one in which tender is invited (Year of built to be determined based on month and year of built mentioned in class certificate). The delivery time for a newly constructed Pilot Launch is within 240 days from the date of issuance of Letter of Acceptance (LOA).	readily available Pilot Launch” from the date of issue of LOA. The construction of a new pilot launch, in accordance with the specifications outlined in the tender documents, will require a minimum of 9 months. Additionally, the allocated timeframe of 240 days is insufficient for conducting trials, inspections, and obtaining the necessary approvals and certifications.	<b>The clause is amended as under:-</b> o) Year of Built: The age of the offered Pilot Launch should not be more than 05 years ending last day of month previous to the one in which tender is invited (Year of built to be determined based on month and year of built mentioned in class certificate). The delivery time for a newly constructed Pilot Launch is within 300 days from the date of issuance of Letter of Acceptance (LOA).
	55	3.a	(a) For newly constructed Pilot Launch: Within 240 days from the date of issuance of Letter of Acceptance/work order.	5) Request you to allow delivery period within 300 days in place of 240 days our vessel has to be built under class. 6) Delivery period: I request you to increase the time of delivery for newly built launch from 240 days up-to minimum 330 days.	<b>The clause is amended as under:-</b> 3.a) For newly constructed Pilot Launch: Within 300 days from the date of issuance of Letter of Acceptance/work order.
	83	Technical Specifications	I/We hereby certify that new built Pilot launch as per above Specification will be deployed for operation within 240 days from the date of issue of Letter of Acceptance.	7) Lead time for delivery of engines is 7 to 8 months. Request 300 days be allowed for commencement of work.	<b>The clause is amended as under:-</b> I/We hereby certify that new built Pilot launch as per above Specification will be deployed for operation within 300 days from the date of issue of Letter of Acceptance.
	89	A	Pilot Launch, newly constructed and meeting the “Specifications of the Pilot Launch” with 240 days delivery period from the date of issue of Letter of Acceptance (LOA).		<b>The clause is amended as under:-</b> A) Pilot Launch, newly constructed and meeting the “Specifications of the Pilot Launch” with 300 days delivery period from the date of issue of Letter of Acceptance (LOA).
4	33	3.15	INSURANCE	1) Kindly clarify which type of Policy to be taken by contractor. 2) Automobile Liability Insurance covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.	Tender condition prevails.
5	42	3.44	<b>3.34 LIQUIDATED DAMAGES (LD)</b> The contractor shall deliver the Pilot launch in seaworthy and efficient condition and should be in possession of all necessary valid certificates and	1) Request you to please consider the Pilot Launch Liquidated Damages at the rate of Rs. 20,000/-per day pro rata. Beyond 300 days for newly constructed pilot launch also allow the contractor 120 days for readily available	<b>The clause is amended as under:-</b> <b>3.34 LIQUIDATED DAMAGES (LD)</b> <b>3.34.1</b> The contractor shall deliver the Pilot launch in seaworthy and efficient condition, possessing all necessary valid certificates and meeting the

	<p>meeting the “Specifications of the Pilot launch” according to the schedule outlined below.</p> <p>(a) For newly constructed Pilot Launch: Within 240 days from the date of issuance of Letter of Acceptance (LOA) by the Employer. If the Contractor fails to deliver the newly constructed Pilot Launch in all respects within 240 days from the date of issue of Letter of Acceptance /Intent, liquidated damages at the rate of Rs. 40,000/- per day or pro rata, will be levied on the Contractor for a further period of 30 days.</p> <p>OR</p> <p>(b) For readily available Pilot Launch not more than five years old: Within 60 days from the date of issuance of Letter of Acceptance (LOA) by the Employer. If the Contractor fails to deliver the readily available Pilot Launch in all respects within 60 days from the date of issue of Letter of Acceptance /Intent, liquidated damages at the rate of Rs. 40,000/- per day or pro rata, will be levied on the Contractor for a further period of 30 days.</p> <p>If the Pilot Launch is not delivered for operation within 240 days For newly constructed Pilot Launch/60 days For readily available Pilot Launch from the date of issue of Letter of Acceptance /Intent, the contract will be liable for termination and Security Deposit Bank Guarantee forfeited after 240 days For newly constructed/60 days For readily available Pilot Launch. However, Port reserves the absolute right for further extension of time for supply of Pilot Launch subject to payment of L.D. of Rs.40,000/- per day or pro rata, by the contractor, may be allowed by Port only in case of Force Majeure. Replacement with similar/better Pilot Launch is allowed during the tenure of the</p>	<p>Pilot Launch from the date of issue of Letter of Acceptance</p> <p><b>2) Liquidated damages to be reduced.</b></p> <p><b>3) LD clause.</b></p>	<p>specified requirements outlined in the 'Specifications of the Pilot Launch' according to the schedule below.</p> <p><b>a)</b> If the Newly built Pilot Launch not deployed within 300 days from the date of issuance of Letter of Acceptance (LOA), liquidated damages a sum equivalent to Rs. 20,000/- per day, will be levied on the Contractor for a further period of 30 days(damage period). If the newly built Pilot launch is not deployed within 330 days (300 days from the date of issue of LOA + 30 days damage period), the contract shall be liable to be terminated and the Security Deposit will be forfeited.</p> <p><b>OR</b></p> <p><b>b)</b> If the readily available Pilot Launch(Age not more than five years old) not deployed within 60 days from the date of issuance of Letter of Acceptance (LOA), liquidated damages a sum equivalent to Rs. 20,000/- per day, will be levied on the Contractor for a further period of 30 days(damage period). If the readily available Pilot launch is not deployed within 90 days (60 days from the date of issue of LOA + 30 days damage period), the contract shall be liable to be terminated and the Security Deposit will be forfeited.</p> <p><b>3.34.2</b> If the bidder fails to commence the work, thereafter MPA reserves the right to extend further with damages a sum equivalent to Rs. 20,000/- per day, or the contract will be terminated and security deposit shall be forfeited. Any delay in delivery of the launch by the owner or builder of the launch or transshipment delays or any other reason excluding force majeure will</p>
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		<p>contract. In case tenderer is not in a position to deploy the original offered Pilot Launch within specified delivery period, the tenderer will be allowed to provide substitute Pilot Launch with similar/better specifications (in seaworthy and efficient condition and should be in possession of all necessary valid certificates). The tenderer shall submit details/documents of the substitute Pilot Launch (as per technical specification) atleast 30 days in advance of the scheduled delivery date. Port reserves the right to accept or reject the substitute Pilot Launch. Similar Pilot Launch means Pilot Launch meeting the basic tender requirements and having the same speed, same fuel consumption and same propulsion system. Better Pilot Launch means Pilot Launch meeting the basic tender requirements and having same speed for same or less fuel consumption for any of the acceptable propulsion system specified in the tender. The GST @18% on LD will be deducted at the time of making payment to Vendors/Contractors.</p> <p>The Contractor shall obtain necessary clearance, if required from the Director General of Shipping, Ministry of Surface Transport, etc., for deploying the Pilot Launch for service in the Port, before the Pilot Launch is put into service.</p>		<p>not be accepted and penalty shall be imposed as mentioned above.</p> <p><b>3.34.3</b> The Liquidated Damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. The liquidated damages paid / deducted as above shall not relieve the Contractor from the obligation to deliver the Launch or from other obligations and liabilities under the contract. The GST @18% on LD will be deducted at the time of making payment to Vendors/Contractors.</p> <p><b>3.34.4</b> In case tenderer is not in a position to deploy the original offered Pilot Launch within specified delivery period, the tenderer will be allowed to provide substitute Pilot Launch with similar/better specifications (in seaworthy and efficient condition and should be in possession of all necessary valid certificates). The tenderer shall submit details/documents of the substitute Pilot Launch (as per technical specification) atleast 30 days in advance of the scheduled delivery date. Port reserves the right to accept or reject the substitute Pilot Launch. Similar/ better Pilot Launch means Pilot Launch meeting the tender specifications and having the same speed, for same or less fuel consumption and Age shall be same or less than the age of the original offered Pilot Launch.</p> <p><b>3.34.5</b> The Contractor shall obtain necessary clearance, if required from the Director General of Shipping, Ministry of Surface Transport, etc., for deploying the Pilot Launch for service in the Port, before the Pilot Launch is put into service.</p>
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6	43	3.45 a.	The contractor shall be allowed a down time of one day for each month of service during the currency of the contract for the upkeep of the Pilot launch. The downtime of 12 days will be credited in the beginning of each contractual year. The contractor can avail a maximum accumulated down time up to 6 days at any point of time during the currency of the contract to carry out any work/repair including dry-dock repairs	We request Port to please allow the operator to avail a permissible downtime of atleast 24 days/ year.	Tender condition prevails.
7	43-44	3.46 iii	If the Pilot Launch is inoperative or unavailable or Contractor denies the use of Pilot Launch, damage charges will be levied from the time and date of such in operation / unavailability as follows, in addition to non-payment of pro-rata hire charges from the time and date of such non-availability/ in operation the damage charge will be as follows: <b>a)</b> 1 to 23 hours = 25% of hire charges per hour + Non-payment of hire charges per hour on pro rata basis. <b>b)</b> 1 to 7 days = 25 % of hire charges per day + Non-payment of daily hire charges. <b>c)</b> 8 to 14 days = 50% of hire charges per day + Non-payment of daily hire charges. <b>d)</b> 15 to 21 days=75% of hire charges per day + Non-payment of daily hire charges. <b>e)</b> 22 to 30 days=100% of hire charges per day + Non-payment of daily hire charges.	If the launch is inoperative and / or unavailable for operation, penalty will be levied from the time and date of such in operation / unavailability after allowing any downtime 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 hire charges on pro-rata basis. Up to 23 hours = Downtime to adjusted 1 to 7 days = 10% of hire charges per day 8 to 14 days = 25% of hire charges per day 15 to 21 days = 45% of hire charges per day 22 to 30 days = 75% of hire charge per day	Tender condition prevails.
8	44	3.46 viii	In case the speed of the Pilot Launch as determined in the acceptance trials or during the contract period falls below 12 knots as specified in the tender, the Employer shall have power to deduct an amount equivalent to 5% of daily hire charges for every 1 knot or part thereof of reduced speed. However, if the speed of the Pilot launch falls below 10 knots, MPA reserves the right to terminate the contract.	Request MPA to consider speed of the Boat if falls below 12 knots then the Port impose penalty equivalent to 1% of the per day hire charges for every short fall of 1 knot speed.	Tender condition prevails.

9	46	4.2 b)	All operational costs including wage, allowances, PF, victualling, insurance (personal, hull & machinery, protection & indemnity etc.) will be at owner's account. Statutory dues to be paid as applicable or else payments from bills to such extent shall be withheld. Contractor shall comply with the laws, rules and regulation and statutory requirements as applicable and also submit contribution towards Seamen's Provident fund and P & I Insurance.	Request the Port to confirm the statutory compliance of contractor during submission of bill. As mentioned, contribution towards Seamen's Provident fund and P & I Insurance not applicable for the Pilot Launch under IV act (please remove).	<b>The clause is amended as under:-</b> <b>4.2.b)</b> All operational costs including wage, allowances, PF, victualling, insurance (personal, hull & machinery, protection & indemnity etc.) will be at owner's account. Statutory dues to be paid as applicable. Contractor shall comply with the laws, rules and regulation and statutory requirements as applicable and also submit contribution towards Seamen's Provident fund/ Employees Provident Funds and Employees State Insurance/P & I Insurance.
10	70	Annexure - 10	FORMAT OF POWER OF ATTORNEY (in original) (To be executed on non-judicial Stamp Paper of Rs.500/-)	Request the Port to accept companies general Power of Attorney.	Tender condition prevails.
11	71	Annexure – 11	BANK INFORMATION FOR E-PAYMENT	Request the Port to remove Sr. No. 14 & 15 as it is not related to Bank Information.	Tender condition prevails.
12	48	4.10.1 g	OUTLINE SPECIFICATIONS g) Manning: As per statutory requirement.	1. Crew certification required to operate pilot launch should be of IV or SOC. 2. Crew certification required to operate pilot launch should be of IV or SOC.	Tender condition prevails.
13	---	-----	-----	Lube oil to be provided by MPA	No
14	10	2.2.1 a	Earnest Money Deposit (EMD) – The Bidder shall furnish an EMD of Rs.16,59,558/- (Rupees Sixteen Lakh Fifty Nine Thousand Five Hundred Fifty Eight only)., inclusive of 18% GST. RTGS Receipt shall be uploaded online. Bids of the firms not submitting EMD shall be summarily rejected except in the case, as per clause no 2.2.1(c).	1. Please Clarify whether EMD is Rs. 16,59,558/- is inclusive of GST or it has to be added @ 18% on Rs. 16,59,558/- which works out to be 19,58,278.44 ? 2. EMD: The EMD of Rs. 16,59,558/- is very high. Currently there is a similar tender in float by Deendayal Port Authority for 7 years Contract and the EMD is based on Annual Contract Value. Therefore, request you to kindly calculate EMD on annual value as done by other major Ports and also you have calculated financial criteria for qualification on the basis of annual Contract Value and net 10 years Contract Value	Tender condition prevails.

15	18	2.17.4.e.4	The bidder has to declare fuel consumption at 100% MCR for both main engines and auxiliary engine separately.	<p><b>1)</b> Request you to clarify whether we need to submit a declaration of fuel consumption on 100% MCR as per manufacturing data of engine fuel consumption @ 100% MCR. (Soft - test report of the engines manufacturer) for main engine and auxiliary engine?</p> <p><b>2)</b> Fuel Consumption: -</p> <p>a) You have advised us to submit fuel consumption @100%MCR for main and auxiliary engines.</p> <p>b) In this regard I want to know a hypothetical situation i.e. If I declare in the bid the fuel consumption @100%MCR as 120 liters whereas the manufacturer of the engine test report is 150BHP/Hour @100%MCR. In course of your operation, the average fuel consumption may come to 90ltrs/hr for which I understand no deduction of fuel will be done from invoices. However, if you inspect at a particular time when you ask us to increase the RPM to 100% of the capacity of the engine then may be at that moment the fuel consumption may come to around say 140ltrs/hr. Under this circumstance, whether you will start deducting an additional fuel of 20ltrs/hr {(140-120 declared)} for the entire month, whereas actually the average fuel consumption may vary between 80-90ltrs/hr, below the bid declaration by us? Please clarify?</p> <p><b>3)</b> Self declaration of fuel consumption is prone to individual interpretation and misuse. Fuel consumption to be declared as per manufacturers Specific Fuel</p>	Tender condition prevails.
	84		Fuel Consumption declared by Bidder. Annexure – 18		



				Consumption chart and same to be attached to Annexure-18	
16	43	3.45 h	SUBSTITUTE PILOT LAUNCH (during the contract period): Considering the requirements of the Port, the contractor shall provide a substitute Pilot launch at no extra charge to the Employer, of Suitable type and capacity or higher (as per tender requirement) from 7 th day onwards after availing 6 days of downtime, whenever the Pilot launch is not available for operations due to any defects during the contract period. If the fuel consumption of the substitute Launch is more than that of the offered Launch, the Employer shall have power to recover the extra cost incurred on account of the excess fuel consumption from the contractor's monthly bills.	1) Substitute Vessel : Since such type of vessel are not available especially vessel within 5 years old 12 knots speed and under Class, it is not practical for Port to demand substitute vessel of same or better specification during the tenure of 10 years contract, especially during dry dock surveys. If someone complies with that clause the contractor needs to build 2 vessels and keeping one on stand by, this unnecessarily increase the cost to Port. Therefore, request you to waive off the requirement of similar or better specification but accept a vessel as substantive which will serve your requirement for the short period till the principal vessel is on repairing/dry docking	Tender condition prevails.
	43	3.46 i	i. In case the offered Pilot Launch become un-available for operation, then a sister Pilot Launch or substitute Pilot Launch with similar/ better specification shall be provided as a replacement by the contractor, at no extra charge to the Employer, within remaining downtime available with the contractor. If the fuel consumption of the substitute Pilot Launch is more than that of the offered Pilot Launch, the Employer shall have power to recover the extra cost incurred on account of the excess fuel consumption from the contractor's monthly bills. Age of the substitute Pilot Launch shall be same or less than the age of the original offered Pilot Launch at the time of replacement.	2. In absence similar launch (same type or higher capacity) availability in market, I hope you will accept a similar launch with relaxation on age or speed parameters with same reasonable deduction from the hire for the number of days substitute launch is working.	<b>The clause is amended as under:-</b> <b>3.46.i)</b> In case the offered Pilot Launch become un-available for operation, then contractor shall deploy sister/similar/substitute Pilot Launch with similar/better specifications that meet the basic tender requirements, having same speed for same or less fuel consumption shall be provided as a replacement by the contractor, at no extra charge to the Employer, within remaining downtime available with the contractor for maximum period up to 180 days from the time and date the offered Launch is unavailable. If the originally offered pilot launch is not brought back for operation within 180 days, the contract is liable to be terminated at the discretion of the Employer. If the offered pilot launch is certified beyond repair by IRS/IACS, a substitute pilot launch meeting the tender requirements having the same speed, for same or less fuel consumption and age less than that of the original offered pilot launch at no extra charge to

					the Employer may be allowed for the renaming period of the contract
17	20	2.20 a	<p>2.20 PERFORMANCE SECURITY/SECURITY DEPOSIT</p> <p>(a)The Contractor shall have to furnish a Performance Security amounting to 10% of the annual contract value in the form of either a Demand Draft, NEFT/RTGS, Insurance Surety Bonds, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (BG) from any Nationalized Bank having branch at Vasco and encashable at local branch at Vasco, in the approved format within 30 days from the date of issue of Letter of Acceptance.</p>	<p>1. Request to kindly change the clause accordingly.</p> <p>The Contractor shall have to furnish a Performance Security amounting to 5% of the annual contract value in the form of either a Demand Draft, NEFT/RTGS, Insurance Surety Bonds, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (BG) from any Nationalized Bank <del>having branch at Vasco</del> and encashable at local branch at Vasco, in the approved format within 30 days from the date of issue of Letter of Acceptance.</p> <p>A reduction in the performance security to 5% will align the requirement with standard industry practices, reducing the financial burden on the contractor without compromising the project's security.</p> <p>2. CVC norms attached herewith only requires Performance security BG/FD from recognized bank, not nationalised bank. No requirement of payable at local branch. Request accept BG/ FD from recognized scheduled bank with no local encashment condition.</p>	Tender condition prevails.
18	47	4.4 1	<p>1) Dry docking, all Machinery repairs, Hull Cleaning, All Navigational Equipments, LSA &amp; FFA, Painting, SURVEY and all expenses associated therewith.</p>	<p>Request to kindly change the clause accordingly.1) <del>Dry docking</del>, All Machinery repairs, Hull Cleaning, All Navigational Equipment, LSA &amp; FFA, Painting, SURVEY and all expenses associated therewith.</p> <p>Also, Request to kindly remove dry-docking and also Clarify.</p>	Tender condition prevails.
19	---	----	-----	<p>As per the tender documents, fuel consumption has been specified for 8 hours of operation. However, the scope of work</p>	Tender condition prevails.

				requires that the pilot launch be available for operation 24 hours a day, round the clock. If the port does not provide 24-hour work, the pilot launch will be taken for docking or dry-docking. In such cases, no charges will apply for the docking or dry-docking periods.	
20	---	----	-----	We understand that Ports in India hire craft up to maximum 20 years old. Therefore, keeping that in mind, as your tender is of 10 years, we request you to accept Launch up to maximum 10 years old (if readily available). This will be benefitted Port by way of competitive rate	Tender condition prevails
21	11	2.2.1.v 1	1.Technical specifications, drawings and other information pertaining to the Pilot Launch to be offered on hire to Mormugao Port Authority should be submitted along with the tender. Attested copies of all class certificates, shop trial reports of machineries, builders certificate, statutory certificates issued by authorities, Certificate of Registry duly notarized, GA plan, applicable technical drawings, literature and detailed descriptions of the Pilot Launch offered, other certificate needed for port operation, work procedure, schedules and periodic maintenance records should be submitted. Name of the Pilot Launch to be disclosed. The copy of Vessel Registry Certificate, initial VRC if any & Builders certificate to be attached with bid documents. But on award of contract, the tenderer must supply the Pilot Launch with specifications quoted for or of better specifications at the quoted price. In case Pilot Launch is in the building stage, builder certificate is acceptable.	Builders certificate will only be given on completion of vessel construction. Request accept "Builders agreement"	<b>The clause is amended as under:-</b> <b>2.2.1.v.1)</b> Technical specifications, drawings and other information pertaining to the Pilot Launch to be offered on hire to Mormugao Port Authority should be submitted along with the tender. Attested copies of all class certificates, shop trial reports of machineries, builders certificate, statutory certificates issued by authorities, Certificate of Registry duly notarized, GA plan, applicable technical drawings, literature and detailed descriptions of the Pilot Launch offered, other certificate needed for port operation, work procedure, schedules and periodic maintenance records should be submitted. Name of the Pilot Launch to be disclosed. The copy of Vessel Registry Certificate, initial VRC if any & Builders certificate to be attached with bid documents. But on award of contract, the tenderer must supply the Pilot Launch with specifications quoted for or of better specifications at the quoted price. For newly constructed Pilot Launch: The tenderer should furnish Notarized copy of "Memorandum of understanding"(MoU) with Ship Building Yard.

					The context of the MoU must include the delivery period and technical specification of the boat as mentioned in the tender document. In addition to this the contractor shall also submit progress reports from the Shipyard / Yard every month on the progress of the works and proposed completion of Pilot Launch to ensure that the Pilot Launch will be constructed and delivered within stipulated time.
22	30	3.9 k	In any case, the tenderer has to clearly specify the mode he chooses to operate the Pilot Launch and is responsible to obtain all the licenses/permissions from DGS or any other statutory authorities. Contractor shall comply with the laws, rules and regulations and statutory requirements as applicable and also submit contribution towards Seamen's Provident fund and P & I Insurance.	Seamans PF is applicable only for vessels under MS Act and over 200GT. Consider accept EPF instead of Seamans provident fund.	<b>The clause is amended as under:-</b> <b>3.9.k)</b> In any case, the tenderer has to clearly specify the mode he chooses to operate the Pilot Launch and is responsible to obtain all the licenses/permissions from DGS or any other statutory authorities. Contractor shall comply with the laws, rules and regulations and statutory requirements as applicable and also submit contribution towards Seamen's Provident fund/ Employees Provident Funds and Employees State Insurance/P & I Insurance.
23	11	v 2	The name of the Pilot Launch has to be disclosed. On award of contract, the tenderer must supply the Pilot Launch with specifications quoted for or of better specifications at the quoted price. The details of Pilot Launch offered to be submitted as per Annexure-17.	<b>1.</b> Name approval will be given by registering authority only at time of registration. The intended name of the Pilot Launch has to be disclosed. <b>2.</b> The tender document specifies that the name of the pilot launch is to be enclosed at the time of bid submission. Our Proposal: As we are planning a new construction for the pilot launch, can we submit the tender without enclosing the name of the pilot launch at the time of submission? Please confirm if this is permissible.	<b>The clause is amended as under:-</b> <b>v.2)</b> The name of the Pilot Launch has to be disclosed "For readily available Pilot Launch" and "For newly constructed Pilot Launch" the intended name of the Pilot Launch has to be disclosed. On award of contract, the tenderer must supply the Pilot Launch with specifications quoted for or of better specifications at the quoted price. The details of Pilot Launch offered to be submitted as per Annexure-17.
24	32	3.13 c.	If the Port feels that the services of the Pilot Launch are no longer required, with 30 days notice period. This clause will be treated as a Special clause.	This clause is arbitrary, one sided and goes against the contracts act. Vessel will be specifically built for MPT requirement. An investment of over Rs 4.5 Crores cannot be	Tender condition prevails.

				rendered useless due to onesided cancellation. To be withdrawn.	
25	35	iii	Automobile Liability Insurance covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.	Automobile Liability Insurance does not apply to pilot boat. To be withdrawn.	Tender condition prevails.
26	43	3.45 a	The contractor shall be allowed a down time of one day for each month of service during the currency of the contract for the upkeep of the Pilot launch. The downtime of 12 days will be credited in the beginning of each contractual year. The contractor can avail a maximum accumulated down time up to 6 days at any point of time during the currency of the contract to carry out any work/repair including dry-dock repairs	Drydocking is only once in 5 years and will take about 10 days. To permit accumulation of down time upto a maximum of 12 days.	Tender condition prevails.
	43	3.45 g	In case Pilot Launch sails for dry docking, contractor shall provide a substitute Pilot Launch of similar/better specifications at the daily hire rate quoted in tender, irrespective of any downtime/paid maintenance period at the credit of contractor's account.		<b>The clause is amended as under:-</b> <b>3.45.g)</b> In case Pilot Launch sails for dry docking, contractor can avail a maximum accumulated down time up to 6 days at any point of time, from 7 <sup>th</sup> day onwards after availing 6 days of downtime contractor shall provide a substitute Pilot Launch of similar/better specifications having the same speed, for same or less same fuel consumption, at the daily hire rate quoted in tender. Contractors shall bear all expenses for mobilization and demobilization of substitute Pilot Launch.
	65	v	The Contractor is allowed paid maintenance period of 24hrs per month during the currency of the contract for upkeep of the Pilot Launch. The monthly repair and maintenance day can be carried forward to the subsequent months for a maximum period of (12) twelve days only. However, the Contractor must take prior permission in writing of Deputy Conservator, before laying up the Pilot Launch to carry out any		<b>The clause is amended as under:-</b> <b>v)</b> The Contractor is allowed paid maintenance period of 24hrs per month during the currency of the contract for upkeep of the Pilot Launch. The monthly repair and maintenance day can be carried forward to the subsequent months for a maximum period of (12) twelve days only. However, the Contractor must take prior permission in writing of Deputy Conservator,

			<p>maintenance work (i.e. work /repairs includes dry docking / hull inspection and survey. In case Pilot Launch sails for dry docking, contractor shall provide a substitute Pilot Launch of similar/better specifications at the daily hire rate quoted in tender, irrespective of any downtime/paid maintenance period at the credit of contractor's account.</p>		<p>before laying up the Pilot Launch to carry out any maintenance work (i.e. work /repairs includes dry docking / hull inspection and survey. In case Pilot Launch sails for dry docking, contractor can avail a maximum accumulated down time up to 6 days at any point of time, from 7th day onwards after availing 6 days of downtime contractor shall provide a substitute Pilot Launch of similar/better specifications having the same speed, for same or less same fuel consumption, at the daily hire rate quoted in tender. Contractors shall bear all expenses for mobilization and de-mobilization of substitute Pilot Launch.</p>
27	48	C) D)	<p><b>Depth:</b> Not less than 2 Meters, should have a freeboard of not less than 1.5m. <b>Draft:</b> Not more than 1.5 Meters (fully loaded condition).</p>	<p>Design constraints will not permit freeboard of 1.5m. Request amend to: Depth: Not less than 2 Meters, should have a freeboard of not less than 1.5m. Or Build a pilot platform at a level of 1.5m above water level.</p>	<p>Tender condition prevails.</p>
28	2	7	<p>Date of closing of e-Tender for submission of Bid. 08/10/2024 at 10:00 hrs.</p>	<p>After receipt of pre-0id meeting minutes, there will be little time left to finalise design and enter into agreement with shipyard. Request extension to 15th October 24</p>	<p>Tender condition prevails.</p>

## AMENDMENT TO CLAUSES

**Name of the tender:** “Tender for Supply, Manning, Operation and Maintenance of one number Pilot Launch of speed 12Knots with Steel Hull on Hire basis for a period of Ten(10) years to Mormugao Port Authority”

**TENDER NO. : DC/SE(M)/12K/2024/3**

Sr. No	Page No.	Clause No.	Tender condition	Amendment																																																																				
1	18	2.17.4.f	In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted.	<p>In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted. Illustrative example of the calculation for evaluation of price bid is detailed below.</p> <p><b>Sample Present Value Calculation of Daily Hire Rate with Annual Escalation</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td>Daily Hire Rate</td> <td style="text-align: right;">1,00,000</td> <td></td> <td></td> </tr> <tr> <td>Annual Escalation</td> <td style="text-align: right;">5.00%</td> <td></td> <td></td> </tr> <tr> <td>Discounting factor</td> <td style="text-align: right;">7.00%</td> <td></td> <td></td> </tr> <tr> <td><b>Beginning of the Year</b></td> <td><b>Annual Hire Charges</b></td> <td><b>Discounting Factor</b></td> <td><b>Present Value</b></td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: right;">3,65,00,000</td> <td style="text-align: right;">1.00000</td> <td style="text-align: right;">3,65,00,000</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: right;">3,83,25,000</td> <td style="text-align: right;">0.93458</td> <td style="text-align: right;">3,58,17,779</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: right;">4,02,41,250</td> <td style="text-align: right;">0.87344</td> <td style="text-align: right;">3,51,48,317</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: right;">4,22,53,313</td> <td style="text-align: right;">0.81630</td> <td style="text-align: right;">3,44,91,379</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: right;">4,43,65,978</td> <td style="text-align: right;">0.76290</td> <td style="text-align: right;">3,38,46,805</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: right;">4,65,84,277</td> <td style="text-align: right;">0.71299</td> <td style="text-align: right;">3,32,14,124</td> </tr> <tr> <td style="text-align: center;">7</td> <td style="text-align: right;">4,89,13,491</td> <td style="text-align: right;">0.66635</td> <td style="text-align: right;">3,25,93,505</td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: right;">5,13,59,165</td> <td style="text-align: right;">0.62276</td> <td style="text-align: right;">3,19,84,434</td> </tr> <tr> <td style="text-align: center;">9</td> <td style="text-align: right;">5,39,27,124</td> <td style="text-align: right;">0.58202</td> <td style="text-align: right;">3,13,86,665</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: right;">5,66,23,480</td> <td style="text-align: right;">0.54394</td> <td style="text-align: right;">3,07,99,776</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>45,90,93,078</b></td> <td></td> <td style="text-align: right;"><b>33,57,82,782</b></td> </tr> <tr> <td></td> <td style="text-align: right;"><b>GST</b></td> <td style="text-align: right;"><b>18%</b></td> <td style="text-align: right;"><b>6,04,40,901</b></td> </tr> <tr> <td></td> <td style="text-align: right;"><b>54,17,29,832</b></td> <td style="text-align: right;"><b>Total</b></td> <td style="text-align: right;"><b>39,62,23,683</b></td> </tr> </table> <p><b>Notes :</b>  <b>1) The Discounting Factor of 7% would be taken for arriving at the Present Value</b>  <b>2) The Annual Escalation % is variable subject to a maximum of 5%</b></p>	Daily Hire Rate	1,00,000			Annual Escalation	5.00%			Discounting factor	7.00%			<b>Beginning of the Year</b>	<b>Annual Hire Charges</b>	<b>Discounting Factor</b>	<b>Present Value</b>	1	3,65,00,000	1.00000	3,65,00,000	2	3,83,25,000	0.93458	3,58,17,779	3	4,02,41,250	0.87344	3,51,48,317	4	4,22,53,313	0.81630	3,44,91,379	5	4,43,65,978	0.76290	3,38,46,805	6	4,65,84,277	0.71299	3,32,14,124	7	4,89,13,491	0.66635	3,25,93,505	8	5,13,59,165	0.62276	3,19,84,434	9	5,39,27,124	0.58202	3,13,86,665	10	5,66,23,480	0.54394	3,07,99,776		<b>45,90,93,078</b>		<b>33,57,82,782</b>		<b>GST</b>	<b>18%</b>	<b>6,04,40,901</b>		<b>54,17,29,832</b>	<b>Total</b>	<b>39,62,23,683</b>
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