

REPLY TO PREBID QUERIES RAISED BY THE BIDDERS

Name of the tender: HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE OR SRP (SCOTTLE)) HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR TEN(10) YEARS TO MORMUGAO PORT AUTHORITY

e-TENDER No. DC/S(18)/2024/2

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1.	6 & 7	NIOT	<p>Security Deposit - 10% of the total Contract Value for 10 years in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form. Bank Guarantee to be issued by a Commercial Bank having its Branch at Vasco-da-Gama or Mormugao, Goa, in favour of the Financial Advisor & Chief Accounts Officer, MPA, payable at Vasco, Goa. Bank Guarantee should be valid for a period of ten years with additional claim period of six months.</p> <p><u>MINIMUM ELIGIBILITY CRITERIA (MEC)</u></p> <p>(i) The Average Annual Financial Turnover during the last Three (3) years ending 31st March 2023 should be at least Rs.2,30,07,600/-. Auditors reports certified by CA in original, for the years 2020-21, 2021-22 & 2022-23 including relevant P/L a/c and balance sheet to be submitted.</p> <p>(ii) Bidder should have experience and successfully completed / completed portion of ongoing works, similar works i.e. owning/operating and/or manning Harbour</p>	<p>Security Deposit – 3% of the Annualized contract value in the form of Bank Guarantee for a period of ten years and having additional claim period of 180 days. BG to be renewed on annual basis till the conclusion of contract duration.</p> <p>We have noticed that Minimum Eligibility Criteria requirements have been significantly diluted and are not in line with the CVC stipulated guidelines which are followed by all other Major Ports such as Paradip Port, Vizag Port, Kamarajar Port, Chennai Port, Cochin Port, NMPA, MbPA, JNPA etc.</p> <p>The Minimum Eligibility Criteria is</p>	<p>Security Deposit (SD) shall be 10% of Annual Contract Value. Bank Guarantee to be issued by a Nationalised Bank, in favour of the Financial Advisor & Chief Accounts Officer, MPA, payable at Goa.</p> <p>Tender condition prevails</p>

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			<p>tugs/Supply vessels /Anchor handling Tugs/Ocean going tugs during the past seven years ending last day of month previous to the one in which tender is invited as follows.</p> <p>a) One similar completed work of contract value not less than Rs.6,13,53,600/- excluding GST. (or)</p> <p>b) Two similar completed works each of contract value not less than Rs.3,83,46,000/- excluding GST. (or)</p> <p>c) Three similar completed works each of contract value not less than Rs.3,06,76,800/- excluding GST.</p>	<p>generally based on the Total estimated contract value not on annual estimated contract value.</p> <p>As you are aware that the intention of financial criteria and experience criteria are to select the credible Tug operators who can deliver critical service deliverables such as</p> <p>a) Timely delivery of tug</p> <p>b) Meeting day to day operational expenses which includes crew expenses, regular repair and maintenance, breakdown repairs etc</p> <p>c) Uninterrupted service provision at the Port by handling exigencies insides/ outside port limits, mobilizing additional resources such as substitute tug within short notice and invest in training and retaining manpower for smooth operations.</p> <p>Further, kindly appreciate the contract worth of Rs 76.69 crore is to be awarded to a bidder who has average financial turn over for last three years is only Rs 2.3 crores. This is a gross underestimation of the roles and responsibility of the contractor to be performed under this tender and has the potential to risk the Port operations.</p>	

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				Therefore, we request you to kindly amend the clause in line with other Major Ports and revise the eligibility criteria linked to the Total contract value.	
2	7	NIOT	<p>NOTICE INVITING ONLINE TENDERS (NIOT) MINIMUM ELIGIBILITY CRITERIA (MEC)</p> <p>Note: Copies of the work order with completion certificate and in case of ongoing work, performance certificate for the completed portion to satisfy the above qualification criteria shall be furnished duly attested by Notary Public. Experience of having successfully completed / completed portion of ongoing works. TDS certificate clearly showing the tax deduction from client for related work orders/Agreements shall be produced for verification.</p>	The Bidders can only submit Traces Form 16A towards the requirement of TDS certificate. Please note that in case there are multiple contracts with a Client, Form 16A will give an account of the total amount received from that specific client and it will not separately mention the contracts for which payments have been made. We trust the same is acceptable. Please confirm.	Form 16A is acceptable.
3	6	NIOT	<p>NOTICE INVITING ONLINE TENDERS (NIOT) MINIMUM ELIGIBILITY CRITERIA (MEC)</p> <p>(ii) Bidder should have experience and successfully completed / completed portion of ongoing works, similar works i.e. owning/operating and/or manning Harbour tugs/Supply vessels /Anchor handling Tugs/Ocean going tugs during the past seven years ending last day of month previous to the one in which tender is invited</p>	Considering the safety of Port operations, allowing Bidders having experience only in manning/crewing is risky. We request you to kindly follow the standard practice of other Major Ports who allow only bidders having experience in supply and operation of Tugs to participate in such tenders. Kindly consider.	Tender condition prevails
4	13	1.6 of ITT	<p>Section – I Instruction to Tenderers (ITT) 1.6 Technical Bid shall contain the following: g) Copies of annual turnover, profit and loss statements, balance sheet and Auditor’s report for the three financial years(2020-21, 2021-22, 2022-23) as</p>	We understand that: (i) Copies of Audited Financials (P&L, B/S & Auditors report) signed by the Statutory Auditor will be acceptable to	Agreed. However, audited reports, P & L, Balance sheet and Average Annual Turn Over certificate

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	13	1.7.1 of ITT	per Annexure-16. 1.7 Minimum Eligibility Criteria (MEC) 1.7.1 The Average Annual Financial Turnover during the last Three (3) years ending 31st March 2023 should be at least Rs.2,30,07,600/-. Auditors reports in original certified by CA, for the years 2020-21, 2021-22 & 2022-23 including relevant P/L a/c and balance sheet to be submitted.	the Port. (ii) The Average Annual Turn Over certificate shall be signed by CA. Kindly confirm.	shall be duly certified by Chartered Accountant or Statutory Auditors in original.
	18,19	1.15 of ITT	1.15 TEST OF RESPONSIVENESS b. The Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in electronic format in original for the year 2020-21, 2021-22 & 2022-23 as per Annexure-16 , along with relevant profit and loss statements and balance sheets.		
5	13	1.6 of ITT	Section – I Instruction to Tenderers (ITT) 1.6 Technical Bid shall contain the following: i) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client, duly notarized shall be submitted as per Annexure–15.	(i)Kindly note that Completion or Performance certificate is issued by the Client and it is supported by Work Order/ LOI/Agreement. Kindly remove “duly notarized” .	Tender condition prevails.
	14	1.7.2.1 of ITT	1.7 Minimum Eligibility Criteria (MEC) 1.7.2.1 <u>The bidder has to submit the details of payments received for the works executed in Annexure-15 in full, duly signed and sealed by the statutory auditor with the UDIN number.</u> Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit	(ii) Kindly delete the requirement under 17.2.1 which is highly time consuming and expensive exercise. No other Major Ports in India has such requirement in their Tug hiring Tenders. (iii) We understand that LOA/WO/Agreement must clearly state	

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				the Contracted rate or Contract Value. Kindly confirm.	
6	13	1.6 (k) & (l) of ITT	Section – I Instruction to Tenderers (ITT) k) Form of Agreement as per Annexure –7. l) Specimen Bank Guarantee Form for Performance security as per Annexure –6.	We understand that Hire Agreement and PBG needs to be executed and submitted post award of the contract and not during the Bid submission stage. Please confirm.	The bidders understanding is correct.
7	16	1.10 of ITT	1.10 EARNEST MONEY DEPOSIT (EMD) ...original Bank guarantee shall be furnished to the Deputy Conservator, MPA, Goa, through post or by hand and shall reach on or before the date of opening of the bid for the purpose of realization.	We understand that only the EMD BG has to be submitted in original to the Port. All other documents have to be submitted online through E-Procure portal. Kindly confirm.	The bidders understanding is correct.
8	19	1.15 (i) of ITT	Section – I Instruction to Tenderers (ITT) 1.15 TEST OF RESPONSIVENESS i. Technical specifications, drawings and other information pertaining to the tug to be offered on hire to Mormugao Port Authority should be submitted along with the tender. <u>Attested copies of all class certificates</u> , shop trial reports of machineries, builders certificate, statutory certificates issued by authorities, <u>Certificate of Registry duly notarized</u> , GA plan, applicable technical drawings, literature and detailed descriptions of the tug offered, other certificate needed for port operation, work procedure, schedules and periodic maintenance records should be submitted. Name of the tug 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 tug with specifications quoted for or of better specifications at the quoted price. In case tug is in the building stage, builder	We understand that following documents for are to be submitted along with Bid for the existing Tug: <ul style="list-style-type: none"> • Certificate of Registry • Valid Class certificate (IACS) • GA Plan • Latest Bollard Pull test certificate as per Tender • Builder certificate if Class Certificate does not state Build date • Engine Manufacturers' data/ Shop test record for Main Engine and Auxiliary Engine in support of 100% MCR fuel consumption. We request that the bids should be considered non-responsive in the absence of all the above data at the time of technical bid opening.	Tender condition prevails. In case tug is in the building stage, builder certificate is acceptable. Bidder's declaration for consumption of fuel for main engines and auxiliary engine shall be furnished.

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	53	4.5 of SCC	certificate is acceptable. SECTION - IV SPECIAL CONDITIONS OF CONTRACT (SCC) 4.5 The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.		
9	19	1.15 (i) of ITT	1.15 TEST OF RESPONSIVENESS i)In case tug is in the building stage, builder certificate is acceptable.	We understand that for vessel under construction or Vessel to be constructed, instead of the builder certificate, MOU with Ship Building Yard will suffice the requirement. Kindly confirm.	Agreed. However, Notorized copy of "MoU with Ship Building Yard and "Approved GA plan" of the offered ASTDS tug must be furnished.
10	25 66 68	1 (a) TECHNICAL SPECIFICATIONS Hire Agreement Hire Agreement	SECTION –II TECHNICAL SPECIFICATIONS 1 REQUIREMENTS (a).The tug is to be used predominantly within the port limits. However in case of any emergencies or other compelling requirements, the tug will have to be deployed outside port limits. Annexure-7 HIRE AGREEMENT b) Services outside of the Port limits shall be as determined by the Board, including towage and rescue operation as necessary (hereinafter called 'the said service'). o)In case of emergencies, inside or outside the Port limits, the tug shall be required to assist such operations. Port clearance will be arranged by the Deputy Conservator when required and the Contractor will accept posting of the Board's crew on board the tug if required to comply with the regulations.	1)Please note that Tug would be manned as per the SMD issued by DG shipping for harbour operations whereas operation outside the Port limits demands additional sea going manning which is expensive and requires additional time to mobilize. We also bring to your attention that operation outside Port limits also attracts additional insurance premium. It might not be possible to use the Board's crew if they are found not meeting the qualification and experience stipulated for the SMD for coastal voyages.	Tender condition prevails.

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	38	3.17	<p>SECTION - III GENERAL CONDITIONS OF CONTRACT (GCC) 3.17 LABOUR i. The Contractor shall comply with the provisions of the Merchant Shipping Act and any other legislation related to operation of a tug in <u>Indian territorial waters. Harbour manning is accepted.</u></p>	<p>In view of above, we request that all additional costs related to tug operation outside Port limits shall be compensated by the Port on case-to-case basis. Please confirm.</p> <p>(2) For operation in Indian territorial waters requires coastal Manning as per MS Class XII which is expensive. Kindly clarify if the Bidders have to consider Harbour or Coastal manning.</p>	<p>(2) Harbour manning accepted.</p>
11	29	3 Outline Specifications -Flow Meters/ Technical Specification	Digital/Analog flow meters approved by engine manufacturer should be fitted by the contractor on the fuel inlet and outlet of Main Engines and the same should be calibrated every year.	<p>Few tugs do not have any such provisions in her design to install the Digital / Analog Flow Meters and therefore, MPA to confirm that in such circumstances all the cost towards installing the flow meters shall be borne by the MPA.</p> <p>Bidder to be allowed to install flow meters only if the design of the tug permits the same. Please confirm.</p>	<p>Tender condition prevails. If it is not possible to install Digital/Analog flow meters on the fuel inlet and outlet of Main Engines, it needs to be fitted in the system in such a way so that the fuel consumption can be calculated.</p>
12	26	2 (g) Scope of work /Technical Specifications	The tug shall be liable to ILH dues on arrival but will be exempted from light and buoy dues payable to the Port.	Tug will be deployed for port operation for a period of 10 years and therefore all ILH dues shall be exempted.	Tender condition prevails.
13	26	3 Outline Specifications - Bollard Pull/ Technical	Steady/sustained Bollard pull should be 50 Tons at 100% MCR (With valid bollard pull certificate to be enclosed along with the bid submission). However,	Steady/sustained Bollard pull should be 50 Tons at 100% MCR (With valid bollard pull certificate to be enclosed along with the bid submission).	Tender condition prevails. However, fresh Bollard Pull test should be carried out

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		Specification	fresh Bollard Pull test should be carried out before tug is put into service with MPA.	However, bidder will submit the Bollard pull test certificate of the tug not older than 6 months from the date of submission of tender.	before tug is put into service with MPA.
14	26	2 (h) Scope of work /Technical Specifications	<p>SECTION –II TECHNICAL SPECIFICATIONS</p> <p>2. SCOPE OF WORK:</p> <p>h) A joint survey will be carried out at Mormugao Port before the tug is accepted for service in the Port and on expiry of the contract, to determine its condition. On-hire to be on MPA’s time and off-hire to be on owner’s time. Survey charges to be borne by both the parties equally. Board will not be responsible for any damages that will be suffered by the tug due to the failure of the tug or due to the errors committed by the Master and crew of the tug.</p>	<p>We understand that the cost of Fuel remaining on board on the day of commencement of hire will be paid by MPA at the prevailing rate of LSHFHSD at Mormugao. The cost of Fuel remaining on board at the time of expiry of contract will be paid for by the contractor at the prevailing rate of LSHFHSD at Mormugao.</p> <p>Please confirm.</p>	The bidders understanding is correct.
15	26	3 Outline Specifications – Year of Built/ Technical Specification	<p>SECTION –II TECHNICAL SPECIFICATIONS</p> <p>3. OUTLINE SPECIFICATIONS:</p> <p>Year of Built</p> <p>The tug(s) which have been flagged in India upto the midnight of 15.01.2021 and meeting the “Specifications of the tug”.</p> <p>Age of the tug as on last day of month previous to the one in which tender is invited and as per DG Shipping order F.No. 16-17011/5/2022-SD-DGS dated 24.02.2023.</p> <p>Age of the tug as on last day of month previous to the one in which tender is invited and as per DG Shipping order F.No. 16-17011/5/2022-SD-DGS dated 24.02.2023. Maximum tug replacements during entire contract period due to age restrictions as per above order shall be 03 occasions. Further tug replacements beyond 03 occasions due to age restrictions</p>	<p>We understand that the Port allows tugs which would not cross more than 30 years old during the term of the contract. In case, the age of the Tug crosses 30 years, the Contractor will have to replace the tug before attaining 30 years and such replacements are restricted to maximum 3 times during the term of the Contract. Kindly confirm.</p> <p>Age of the tug as on last day of month previous to the one in which tender is invited and as per DG Shipping order F.No. 16-17011/5/2022-SD-DGS dated 24.02.2023. Maximum tug replacements during entire contract period due to age restrictions as per above order shall be 05 occasions. Further tug replacements beyond 05 occasions</p>	The age of the offered tug should not be more than 20 years at the time of commencement of contract work at MPA. Tug replacements beyond 03 occasions due to age restrictions shall attract penalty of 10% on daily hire rate for the balance contract period as per tender terms.

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				due to age restrictions shall attract penalty of 5% on daily hire rate for the balance contract period. Age of the offered tug at the time of bidding should not be more than 20 Years.	
16	28	3 Outline Specifications – Fuel Consumption / Technical Specification	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 GST.	Para to be rephrased as under – “During the course of deployment, if the fuel consumption is found to be above the admissible quantity as stated above (variance of +/- 10% shall be accepted), 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 applicable taxes.	Tender condition prevails
17	29	3 Outline Specifications – Registration/ Technical Specification	Under the M.S. Act 1958	Vessels registered under IV Act shall also be eligible to participate and deployment under this tender. Please confirm.	Tender condition prevails
18	29	3 Outline Specifications – Suitability/ Technical Specification	Tug should have provision for handling deploy support facilities to rig /lay /put the Oil spill Response Boom around the vessel within the Port limits oil spill site and remove it after its operations.	We draw you attention that assisting in oil spill response is a specialized job and requires additional insurance cover on case-to-case basis should the Tug is to be used for containment operations in actual spillage. We request that additional insurance cost shall be borne and paid by the Port and consent of the Tug owner shall be obtained prior such deployments. Kindly Confirm.	Tender condition prevails.
19	34	3.7 GENERAL CONDITIONS OF	SECTION - III GENERAL CONDITIONS OF CONTRACT (GCC) 3.7 FRAUD AND CORRUPTION	Kindly delete the requirement of enquire on the accounts related <u>to performance of the contractor which is proprietary</u>	Tender condition prevails.

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		CONTRACT (GCC)	e) Will have the right to enquire that Contractor to permit the Port to inspect their account and records and other documents relating to the Tender submission and contract performance.	<u>information of the Contractor.</u>	
20	34	3.9 GENERAL CONDITIONS OF CONTRACT (GCC)	<p>3.9 Delivery Period The tug which has been flagged in India upto the midnight of 15.01.2021 and meeting the "Brief Specifications of the tug" with 60 days delivery period from the date of issue of Letter of Acceptance (LOA) or 31.10.2025 whichever is later for Port Operations.</p> <p style="text-align: center;">OR</p> <p>"Make in India" tug in accordance with ASTDS is required to be delivered for Port operations within 15 months from the date of issue of Letter of Acceptance (LOA) or 31.10.2025 whichever is later.....substituted with an Indian built tug as per the ASTDS not later than 18 months from the date of commencement of the charter.</p>	<p>(1) We draw your attention that DGS has promulgated a guideline that the Vessels flagged with Indian Authority on or before 05th Oct'23, will be considered as deemed Indian Built Tug. Kindly confirm that same.</p> <p>(2) We also draw your attention that the SOP clearly states that delivery period should be 18 months. We request modification in this clause.</p>	<p>Agreed. Tugs flagged with Indian Authority upto the midnight of 05.10.2023 shall be deemed to be Indian built tugs.</p> <p>Tender condition prevails.</p>
21	13	1.6 of ITT	<p>Section – I Instruction to Tenderers (ITT) 1.6 Technical Bid shall contain the following: (t) As per the tender document, it is mentioned that the contractor has to submit the technical specifications of the tug at the time of submission of Bid -What is the alternate if the contractor intends to construct the tug after the issue of Letter of Acceptance(LOA)?</p>	<p>(t) As per the tender document, it is mentioned that the contractor has to submit the technical specifications of the tug at the time of submission of Bid -What is the alternate if the contractor intends to construct the tug after the issue of Letter of Acceptance(LOA)?</p>	<p>Tender conditions prevail. Also kindly refer clause no. 3.9, 3.10 (page 34, 35) & clause no. 3.39 of tender document.</p>
22	35,36	3.14 of GCC/ Security Deposit / Performance Guarantee	<p>(i) The contractor shall use the services of a Commercial Bank as surety to Mormugao Port Authority against the due performance and completion of the contract. The amount of the bond shall be 10% of the total Contract Value for 10 years in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from</p>	<p>(i) The contractor shall use the services of a Commercial Bank as surety to Mormugao Port Authority against the due performance and completion of the contract. The amount of the bond shall be 3% of the Annualized total Contract Value of the tender in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit</p>	<p>Security Deposit (SD) shall be 10% of Annual Contract Value. Bank Guarantee to be issued by a Nationalised Bank, in favour of the Financial Advisor & Chief</p>

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			<p>a Commercial bank or online payment in an acceptable form. Bank Guarantee to be issued by a Commercial Bank having its Branch at Vasco-da-Gama or Mormugao, Goa, in favour of the Financial Advisor & Chief Accounts Officer, MPA, payable at Vasco, Goa. Bank Guarantee should be valid for a period of ten years with additional claim period of six months.</p> <p>(ii) The successful Tenderer shall when his tender is accepted, furnish Security Deposit within 30 days from the date of issue of LOA.</p>	<p>Receipt from a Commercial Bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form. Bank Guarantee to be issued by a Commercial Bank having its Branch at Vasco-da-Gama or Mormugao, Goa, in favour of the Financial Advisor & Chief Accounts Officer, MPA, payable at Vasco, Goa. Bank Guarantee should be valid for a period of ten years with additional claim period of six months.</p> <p>(ii) The successful Tenderer shall when his tender is accepted, furnish Security Deposit within 30 days from the date of deployment of tug. MPA is requested to kindly note that mobilization of the successful tug is scheduled in the month of October 2025 and therefore, it will be an unnecessary cost to the bidder to furnish security deposit an year prior to actual mobilization of the tug.</p>	<p>Accounts Officer, MPA, payable at Goa.</p> <p>Tender condition prevails.</p>
23	39 &40	3.18 (c,d,f,g,h) of GCC	<p>SECTION – III GENERAL CONDITIONS OF CONTRACT (GCC) 3.18 FAIR WAGES c) Display of notices regarding wages etc: The Contractor shall before he commences his work of contract, display and correctly maintain the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Port. d) Wages book and wage slips f) Inspection of books and slips: The Contractor shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to</p>	<p>The Tug crew come under MS Act and they are also governed by Common Bargain Agreement (CBA). Therefore, the clause related to wages will not be applicable for this Tender.</p> <p>The same was agreed by your good office in the previous 50 T Bollar Pull tender</p>	<p>Agreed. However, all payments to labourers shall be made through banks only.</p>

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			<p>an agent at a convenient time and place after due notice is received from the Engineer or any other person authorized by him on his behalf.</p> <p>g) Powers of the Deputy Conservator to make investigation/enquiries</p> <p>h) All payments to labourers shall be made through banks only. The same is required to be submitted along with monthly bills.</p>		
24	41	3.22 of GCC	<p>NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS</p> <p>Any claim for interest will not be entertained by MPA with respect to any payment or balance which may be in their hands due to any disputes between themselves and the Contractor or with respect to any delay on part of MPA in making payment.</p>	<p>Any claim for interest will not be entertained by MPA with respect to any payment or balance which may be in their hands due to any disputes between themselves and the Contractor or with respect to any delay on part of MPA in making payment. However, interest shall be applicable as per MSME Act for any delay in payment of undisputed amount beyond a period of 45 days to entities registered under MSME Act.</p>	Tender condition prevails
25	41	3.23 (a) of GCC	<p>SECTION - III</p> <p>GENERAL CONDITIONS OF CONTRACT (GCC)</p> <p>3.23 INSURANCE</p> <p>The contractor shall take out necessary insurance to indemnify the Board against all claims arising out of the operation of the tug while on hire at the Port of Mormugao.</p> <p>(a) During the hire period the tug/s shall be kept insured by Contractors at their expenses for insurance on Hull & Machinery as per Institute Time Clause- Hull dated 01.10.1983 with 3/4th Collision Liability amended to 4/4th Collision Liability with ITC-Port Risk extension dated 20.07.1987 with war risk. Contractors and/or insurers shall not have any right of recovery or</p>	<p>(1)We bring to your kind attention that the following standard insurance covers available to the Owner:</p> <p>a) Hull & Machinery (H&M) and war risk insurance coverage for the Tug</p> <p>b) Protection & Indemnity (P&I) for third party liability, wreck removal, pollution liabilities</p> <p>c) Workmen's compensation covering life of shore based personnel, if any.</p> <p>As these are only insurance covers available to the Owner, we trust these insurance shall meet the requirement of</p>	Tender condition prevails

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			subrogation right against charters on account of loss of and/or any damage to the tug/s or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of tug/s or Port covered by such insurance. Tug owner shall cover 4/4 collision and ITC-Port Risk extension with P&I insurance club.	the Port. Please confirm. (2) We wish to state that as per recent Industry practices, Tug owner covers 4/4 collision and ITC-Port Risk extension with P&I insurance club which is better placed to address these claims. Trust this is acceptable to you.	
26	42	3.24 of GCC	Section-III GENERAL CONDITIONS OF CONTRACT 3.24 WORKMEN'S COMPENSATION The Contractor shall indemnify MPA in the event of the Board being held liable to pay compensation for injury to any of the Contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923 as amended from time to time and shall take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Port on demand whenever so required.	The said provision of Workmen's compensation is applicable on hired workmen. Whereas in Tug services the crew members are Seamen and are govern under the provision of Maritime laws. Hence the said provision is not applicable. Please confirm	Tender condition prevails
27	43	3.26 (3) (a) (ii) of GCC	Section-III GENERAL CONDITIONS OF CONTRACT 3.26 SETTLEMENT OF DISPUTES : (3) Arbitration The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from time to time. The rules of SAROD – Ports are placed at Appendix	The Arbitral Tribunal shall comprise of three (3) Arbitrators as per the provisions of SAROD Rules. Please confirm.	Disputes which are not resolved amicably through Conciliation & Settlement Committee constituted by the Indian Ports Association, SAROD Rules amended from time to time shall be applicable.
28	30 33	3.5 of GCC	Section-III GENERAL CONDITIONS OF CONTRACT 3.5 OBLIGATIONS OF THE CONTRACTOR	We are of the opinion that these clauses are applicable for Works contract and hence, not applicable for this Tug hiring	Tender condition prevails

Sl. No.	Page No.	Clause No.	Tender conditions	Bidder Queries	Clarifications
	37 37 39 46 48 53	3.16 of GCC 3.17 of GCC 3.18 of GCC 4.2,4.4, 4.5, 4.7 & 4.8 of SCC	3.16 CONTRACTOR'S EQUIPMENT Sub-Clause (b) 3.17 LABOUR Sub-Clause (f), Sub-Clause (g) 3.18 FAIR WAGES 3.31 MISTAKE IN CONTRACTOR'S DRAWING 3.37 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK SECTION-IV SPECIAL CONDITIONS OF CONTRACT Clause 4.2, Clause 4.4, Clause 4.5, Clause 4.7, Clause 4.8	Tender. Kindly delete the mentioned clauses.	
29	45	3.28 (1) (c) of GCC	3.28 DEFAULTS & TERMINATION 1. DEFAULT: c) If the Port feels that the services of the tug are no longer required, with 30 days notice period. This clause will be treated as a Special clause.	The assets procured for performing the contract are highly capital intensive in nature and are procured exclusively for this specified contract. Depending on the tenure of the contract, prices offered in the tender are calculated. Any reduction/early termination would seriously affect the price offered by the contractor. The Contractor not only loses revenue for the balance period but also, the daily hire rates offered by the Contractor would not be viable for shorter tenure of contracts. Also, banks and other lending financial institutes view such clauses critically and consider high risk projects. Therefore, the bankability of this contract is adversely affected by such clause.	This clause will not be under Defaults & Termination but will be treated as a Special clause.

Sl. No.	Page No.	Clause No.	Tender conditions	Bidder Queries	Clarifications
	52	3.47 of GCC	<p>3.47 EXIT CLAUSE</p> <p>MPA reserves the right to early terminate/pre-close the contract by giving an advance notice of one month (30 days). The contractor shall not be entitled for any compensation by reason of such termination. Whenever a successful bidder intends to back out or terminate prematurely from the tender, the amount deposited towards first year license fee or such other like sums shall not be refunded.</p>	<p>We request that the Contract shall not be terminated for any reason other than substantial breach of the Agreement and Contractor's continued failure to perform/willful misconduct or gross negligence.</p> <p>It is noteworthy to mention that other Major Ports such as KoPT/ HDC, PPT, Kamarajar Port, Chennai Port, NMPT, Mumbai Port, Deendayal Port etc. have already removed such clauses. We request you to kindly delete this clause.</p>	<p>Tender condition prevails</p>
30	47	3.36 (a) of GCC FAILURE OF CONTRACTOR TO CARRY OUT WORK WHILE IN SERVICE PENALTY	<p>(a) In case the offered Tug become un-available for operation, then a sister tug or substitute tug 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 tug is more than that of the offered tug, 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 tug shall be same or less than the age of the original offered tug at the time of replacement.</p>	<p>We request that if the Contractor fails to provide a replacement and consequently, Port arranges for a Tug only additional cost implications shall be recovered from the Contractor. However, at no point of time, such recovery shall exceed the value of PBG and the contract shall be terminated. Kindly confirm.</p>	<p>Tender condition prevails. However, age of the substitute tug shall be as per DG Shipping order F.No. 16-17011/5/2022-SD-DGS dated 24.02.2023.</p>
31	47	3.36 (c) of GCC FAILURE OF CONTRACTOR TO CARRY OUT WORK WHILE IN SERVICE PENALTY	<p>(c) If the tug is inoperative or unavailable or Contractor denies the use of tug, penalty will be levied from the time and date of such in operation / unavailability as follows, in addition to non-payment of prorata hire charges from the time and date of such non-availability/ in operation the penalty charge will be as follows:</p> <p>i. upto 7th day ----- 40% of hire charges per day prorata plus GST</p> <p>ii. From 8th to 15th day ----- 60% of hire charges per day prorata plus GST</p>	<p>(c) If the tug is inoperative or unavailable or Contractor denies the use of tug, penalty will be levied from the time and date of such in operation / unavailability as follows, in addition to non-payment of prorata hire charges from the time and date of such non-availability/ in operation the penalty charge will be as follows:</p> <p>i. upto 7th day ----- 40% of hire charges</p>	<p>Tender condition prevails.</p>

Sl. No.	Page No.	Clause No.	Tender conditions	Bidder Queries	Clarifications
			iii. From 16th onwards ----- 100% of hire charges per day prorate plus GST	per day prorate plus GST ii. From 8th to 15th day ----- 60% of hire charges per day prorate plus GST iii. From 16th onwards ----- 100% of hire charges per day prorate plus GST	
32	47	3.36 (e) of GCC - FAILURE OF CONTRACTOR TO CARRY OUT WORK WHILE IN SERVICE PENALTY:	e) If the tug is required to be dry docked as required by Classification Society or for any other reason whatsoever, the Contractor will be permitted to dry dock the tug/s to maintain her Class with the prior approval of Deputy Conservator. However, the Dry Docking Charges will be borne by the Contractor but no hire charges will be paid for that period and penalty will be levied as per above.	It is requested that maintenance period available with the owner shall be allowed to utilized against the time taken for any repair, maintenance, drydock etc. with levying any penalty/liquidated damages etc.	Tender condition prevails
33	48,49	3.39 of GCC LIQUIDATED DAMAGES (LD)	The tug shall be delivered in sea worthy and efficient condition and should be in possession of all necessary certificates. If the Contractor fails to deliver the tug/s in all respects within stipulated time, liquidated damages at the rate of Rs.1,00,000/- per day or pro rata, will be levied on the Contractor for a further period of 30 days.	The tug shall be delivered in sea worthy and efficient condition and should be in possession of all necessary certificates. If the Contractor fails to deliver the tug/s in all respects within stipulated time, liquidated damages at the rate of 10% of the daily charter rate or pro rata, will be levied on the Contractor for a further period of 30 days.	Tender condition prevails
34	63	Annexure-6	Annexure-6 BANK GURANTEE FOR PERFORMANCE GUARANTEE/ SECURITY DEPOSIT 9. This Guarantee shall be valid up to unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... only) and unless a claim in writing is lodged with us within six months from the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this	We wish to bring to your kind attention that our principal Banker SBI has been insisting for addition of the below mentioned two clauses in all of their Bank Guarantees: (1) "Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as	Formats of Annexure-6 & Annexure-25 attached at AMENDMENT (page nos. 24 to 27) .

Sl. No.	Page No.	Clause No.	Tender conditions	Bidder Queries	Clarifications
	98	Annexure-25	<p>Guarantee shall stand discharged.</p> <p>Annexure-25 SPECIMEN BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)</p> <p>This Guarantee shall be valid up to unless extended on demand by the Board. Notwithstanding</p>	<p>assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly”</p> <p>(2) “Notwithstanding anything contained herein:</p> <p>a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);</p> <p>b) This Bank Guarantee shall be valid upto _____; and</p> <p>c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”</p> <p>Further, we request you to kindly delete the words “This Guarantee shall be valid up to unless extended on demand by the Board.”</p> <p>Bank will not on its own extend the BG if demanded by the Port. Any request for extension shall be routed via Contractor.</p>	
35	68	Annexure-7 Hire Agreement	<p>Annexure-7 HIRE AGREEMENT</p> <p>n) The Board has the right to terminate the</p>	<p>We request that the Contract shall not be</p>	

Sl. No.	Page No.	Clause No.	Tender conditions	Bidder Queries	Clarifications
			<p>contract/agreement at any time within the Hire period for reason of a breach of any conditions of contract.</p>	<p>terminated for any reason other than substantial / material breach of the terms of the contract and after providing a reasonable remedy/cure period to the contractor. If contractor fails to rectify within the cure period, contract can be terminated with 30 days' notice. Kindly confirm.</p>	<p>Tender condition prevails.</p>
			<p>q) In the event of major breakdown of the said tug, the Port may allow replacement with a tug of similar/ better specification if the said tug is out of operation for a period longer than 07 (seven) days. The absence of the said Tug from duty for any period will result in losses of hire on pro-rata basis. If the Contractor is unable to provide a replacement tug, as stated above, the Port may provide a suitable tug at contractor's risk and cost and the "Mobilization and Demobilization" charges for which shall be borne by the Contractor.</p>	<p>We request that if the Contractor fails to provide a replacement and consequently, Port arranges for a Tug only additional cost implications shall be recovered from the Contractor. However, at no point of time, such recovery shall exceed the value of PBG and the contract shall be terminated. Kindly confirm.</p>	<p>Tender condition prevails.</p>
			<p>s) All salvage rendered to other vessels shall be for the Board's and Contractor's equal benefit after deducting all lawful expenses including additional insurance, if any, hire paid under the agreement for time lost in the salvage and other repairs or damage and fuel consumed. No salvage shall be undertaken without the explicit orders of the Deputy Conservator. Consent of the contractor will be obtained.</p>	<p>In case of salvage operation, (i) Owners of the assisted vessel shall indemnify the Contractor for and against damages, losses, injury, death of their personnel and all third party claims. (ii) Port shall reimburse the cost of additional insurance, manning cost, if any incurred for such operations since standard insurance covers do not cover these specialized jobs. Kindly confirm.</p>	<p>Request accepted. No.(i)</p>

Sl. No.	Page No.	Clause No.	Tender conditions	Bidder Queries	Clarifications
	47	3.36	<p>v) In case tug sails for dry docking, contractor shall provide a substitute tug 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>SECTION - III GENERAL CONDITIONS OF CONTRACT (GCC) 3.36 FAILURE OF CONTRACTOR TO CARRY OUT WORK WHILE IN SERVICE (a) In case the offered Tug become un-available for operation, then a sister tug or substitute tug 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.</p>	<p>In case tug sails for dry docking, contractor shall provide a substitute tug of similar specifications at the daily hire rate quoted in tender, if the time taken for such repairs / dry docking is more than available downtime/paid maintenance period at the credit of contractor's account.</p> <p>We request that if the Contractor fails to provide a replacement and consequently, Port arranges for a Tug only additional cost implications shall be recovered from the Contractor. However, at no point of time, such recovery shall exceed the value of PBG and the contract shall be terminated. Kindly confirm.</p>	<p>Tender condition prevails.</p> <p>Tender condition prevails.</p>

Sl. No.	Page No.	Clause No.	Tender conditions	Bidder Queries	Clarifications
36	79	Annexure-10 PRE CONTRACT INTEGRITY PACT	<p>7. Fall Clause</p> <p>The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER in any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.</p>	<p>To be deleted.</p> <p>We are of the opinion that the stated clause is not applicable to tenders for hiring of Vessels and should be entirely removed for the following reasons:</p> <p>A. No two Tug boats are similar – Technical Specification: Since the cost of acquisition of Tug boats is primarily dependent on the specification of Tug boat, the cost of acquisition differs and thus, daily charter hire for Tug boats will not be same for all tug boats.</p> <p>B. Time of acquisition of Tug boats – Demand & Supply: Unpredictable demand & supply situation in the International Market drives the cost of acquisition of Tug boats and thereby, the price quoted by the bidder reflects the prevailing market scenario at the time of that particular tender floated by a Major Port. Therefore, comparing charter rate offered by a service provider at one Port to another Port is misleading and unjustified.</p> <p>C. Forex Fluctuations: Since most of the spare parts of these high capacity Tug boats are imported from OEM located Overseas, the fluctuation of Indian Rupee against Major</p>	<p>Fall Clause deleted.</p>

Sl. No.	Page No.	Clause No.	Tender conditions	Bidder Queries	Clarifications
				<p>currencies plays an important role in the cost of Repair & maintenance of Tug boats. In recent times, the Rupee depreciation against US Dollar has significantly increased the R&M cost of these Tug boats.</p> <p>D. Mobilization cost Mobilization cost of the Tug boats from domestic or overseas location is greatly impacted by the fuel rate prevailing at the time of tug mobilization for a particular tender. As you are aware, the fuel rate has witnessed a huge escalation and hence, the cost of mobilization has gone up significantly.</p> <p>Most recently Jawaharlal Nehru Port Authority amended the Integrity Pact in their Tender (Ref. No. JNP/DC/60T BP TUG /2022) with deletion of the Fall Clause Section.</p>	
37	50	3.42 of GCC	3.42 INSPECTION: Cost and time for bollard pull test carried out as per requirements of Merchant Shipping Notice No. 08 of 2013 dated 21/02/2013 shall be to Contractor's account.	We understand this notification is for coastal towage only and is not relevant for harbor towage operation. Request deletion of this clause.	Tender condition prevails
38	----	-----	Foreign Material – hampering the operation due to obstruction in propeller or any other machinery.	Please note that it is Port's responsibility to keep the Port area clean and free of all such foreign materials floating in the water and therefore, if the operations are hampered due to obstruction in	Tender condition prevails

Sl. No.	Page No.	Clause No.	Tender conditions	Bidder Queries	Clarifications
				propeller by any foreign material then the downtime and cost to repair the same will on ports account. Please confirm.	
39	----	Age of the Vessel	Not defined in the tender.	Age of tug at the time of bidding should be restricted to 20 years. Port needs to ensure the safety of the Port and environment. As the contract is for 10 years, vessels older more than 20 years should not be allowed to participate. In the recent past also all the major port trusts including MPA have always followed this practice that vessel should not be older than prescribed age limit at the expiry of the Contract. Prescribed age limit for Harbour tugs is 30 years and considering the contract of 10 years, vessels older than 20 years should not allowed to participate. Please confirm.	Age of the offered tug should not be more than 20 years at the time of commencement of contract work at MPA.
40	-----	-----		In case, the contract is cancelled by Mormugao Port Authority after the issue of letter of acceptance, Will the contractor be compensated by Mormugao Port Authority?	No, the contractor will not be compensated by Mormugao Port Authority

AMENDMENT TO CLAUSES

Name of the tender: HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE OR SRP (SCOTTLE)) HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR TEN(10) YEARS TO MORMUGAO PORT AUTHORITY

e-TENDER No. DC/S(18)/2024/2

SR. NO	PAGE NO.	CLAUSE NO.	TENDER CONDITION	AMENDMENT
1	64,65	Annexure-6	Annexure-6 BANK GUARANTEE FOR PERFORMANCE GUARANTEE/SECURITY DEPOSIT	Annexure-6 BANK GUARANTEE FOR PERFORMANCE GUARANTEE/SECURITY DEPOSIT is attached herewith at page nos. 24 &25.
2	100	Annexure-25	Annexure-25 SPECIMEN BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)	Annexure-25 SPECIMEN BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD) is attached herewith at page nos. 26 &27.

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

(Bank guarantee bond to be issued by nationalized banks only)

In consideration of the Board of Members, Mormugao Port Authority (hereinafter called "Board") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said Contractor(s)") for the work of ' _____ ' (hereinafter called "the said agreement") having agreed to production of the irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake to pay to the Board an amount not exceeding Rs..... (Rupees..... only) on demand by the Board.
2. We(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
3. We, the said Bank, further undertake to pay to the Board any amount so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Contractor(s) shall have no claim against us for making such payment.
4. We..... (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Board, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharge this guarantee.
5. We..... (indicate the name of the Bank) further agree with the Board that the Board shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to Sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. We..... (indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.
9. **The Board is authorized to enforce claim against guarantee at the local branch of the Bank in Goa, in case such eventuality of encashment arises.**
10. This Guarantee shall be valid upto unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us **within 6 (six) months** from the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the day of For

(indicate the name of the Bank)

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

Title of the Work: _____ .

Tender No. : _____ Date: _____

1. In consideration of you, *****, having its office at *****, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the ***** Project on [Turnkey] basis (hereinafter referred to as “the Project”) pursuant to the Tender Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 1.10 of the Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the Tender Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***** (Rupees ***** only) as Earnest Money Deposit (hereinafter referred to as the “EMD”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).

4. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or

the period for conveying acceptance of Letter of Acceptance by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with local branch address at Vasco Goa] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

9. The Board is authorized to enforce claim against guarantee at the **local branch of the Bank in Goa**, in case such eventuality of encashment arises.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

For _____ [Name of the bidder].

(Signature, name and designation of the Authorised Signatory)

(Official Seal)

Date:

Place: