

**“E-TENDER FR 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 SEVEN (07) YEARS TO MORMUGAO PORT TRUST”
e-Tender No. DC/S(18)/2021/4**

Sr. No.	Page No.	Clause No.	Tender condition	Bidder Queries	Clarifications
1	4	NIOT	<u>NOTICE INVITING ONLINE TENDERS</u> Estimate Cost put to tender Rs.52,41,85,000/- (Exclusive of GST)	We humbly submit that the SOP by MOS aims to encourage “Make In India”. However, the Tender in its present budgetary estimate which is very low does not allow the Bidders to offer vessels to be built in India. We are of the opinion that Budgetary estimate should facilitate participation of vessels to be newly constructed. Request you to kindly revise the budgetary estimate.	Tender condition prevails
2	12	ITT 1.10	1.10. TENDER VALIDITY The tender shall remain valid for acceptance for a period of 180 days from the date fixed for opening of Technical Bid. MPT reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/E-mail. However, in the event of the Bidder agreeing to the request, he shall not be permitted to modify his tender. In the event of the Bidder is agreeing to the extension, the Bidders shall correspondingly extend the validity of the tender suitably against this Tender.	We understand in the event of Bidder does not agree to extend its bid validity; the Bidder is allowed to withdraw from the process without any liability. Kindly confirm.	Agreed. However, bid validity is 180 days from the date of technical bid opening.
3	5	NIOT; Security Deposit	NIOT; Security Deposit 3% of contract value in the form Demand Draft / Bank Guarantee issued by a Nationalised Bank / Scheduled	i) We request that the Contractor shall be given an option to either provide a PBG with seven years+ 6month validity or a PBG renewable on annual basis with six months claim period. Kindly	Agreed. However, it will be the responsibility of the

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	31	3.14	<p>Bank except Co-operative Bank having its Branch at Vasco-da-Gama or Mormugao, Goa and validity for period of seven years with additional claim period of six months.</p> <p>Clause 3.14; SECURITY DEPOSIT/ PERFORMANCE GUARANTEE;</p> <p>This Security Deposit will be converted to Performance Guarantee for a period of seven years. BG shall be valid for 12 months with claim period of 6 months and shall be renewed every year for a period of 7 years.</p>	<p>confirm.</p> <p>(ii)Considering the resurgence in covid cases and the complexity in the process of issuance of PBG at local branch in Goa, we request that the successful Bidder shall be allowed to arrange a PBG from their Banker in their respective cities. Many of the other Major Ports such as Chennai Port allow such practice. Kindly confirm your acceptance.</p>	<p>bidder to ensure that the BG remains valid throughout the contract period and a further period of six months beyond the completion of contract.</p> <p>Bank issuing bank guarantee shall be Nationalised bank and shall have its branch at Vasco – da- Gama or Mormugao.</p>
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4	22	SECTION -II OUTLINE SPECIFIC- ATIONS	Year of Built: Tug should not be more than 13 years of age at the time of commencement of contract work at MPT. (Year of built to be determined based on month and year of built mentioned in class certificate of the tug.)	<p>We wish to humbly submit at this point of time, there are hardly any Indian flag vessels (flagged before 15.01.21) are available in the Indian Market meeting requirement of this render. It is therefore for wider participation in the tender, we request that age criteria to be relaxed to 18 years which was followed in the recent tender by Haldia dock complex with a caveat that the contractor must replace the tug prior she crosses 20 years age.</p> <p>We request you to kindly consider the same</p>	<p>It may be noted that budgetary quotation was sought for tug of not more than 13 years of age at the time of commencement of contract work at MPT. Therefore, Tender condition prevails. However, following option is also available for bidding :</p> <p>“Make in India” tug in accordance with ASTDS. In case bidder is not in a position to provide Indian built tug, then bidder granted the option of offering an alternate tug meeting the operational requirements of the Port, on the condition that the</p>
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					<p>tug initially offered is 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>Age of alternate tug meeting the operational requirements of the Port should not cross 20 years during the engagement.</p>
5	6	NIOT	<p>NIOT; Bid Validity 180 days from last date fixed for receiving the tender.</p>	<p>We understand that Bid validity period is counted from the last date of Bid submission. Kindly confirm.</p>	<p>Bid validity is 180 days from the date of technical bid opening.</p>
	12	ITT 1.10	<p>Clause 1.10 TENDER VALIDITY The tender shall remain valid for acceptance for a period of 180 days from the date fixed for opening of Technical Bid. MPT reserves their right to extend the period of validity for a specific time.</p>	<p>In some cases date of technical bid opening is delayed and the date may not be the same date as the last date of bid submission. It is important for the Bidder to know a confirmed date towards its bid validity.</p>	

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6	5	<p>NIOT Qualifying Criteria</p> <p>NIOT; MINIMUM ELIGIBILITY CRITERIA(MEC) The Bidder should having Average Annual Financial Turnover during the last Three (03) years ending 31st March 2021 should be at least Rs. 2,24,65,071/-. Auditors report in original certified by CA or statutory auditors, for the years 2018-19, 2019-20 and 2020-21 including relevant P/L a/c and balance sheet shall be furnished.</p>	<p>(i) We understand that the Audited financials (auditors reports, P&L and Balance sheet) signed by Statutory Auditors will be accepted. As you are aware statutory auditor is Chartered Accountant only. Kindly confirm.</p> <p>We further understand that Bidders shall submit a Financial Turn Over certificate issued by a Chartered Accountant in support of its average financial turnover qualification. Kindly confirm.</p>	<p>Agreed. However, audited reports, P & L and Balance sheet shall be duly certified by Chartered Accountant or Statutory Auditors in original.</p>
	14	<p>ITT 1.13</p> <p>Clause 1.13. (b) TEST OF RESPONSIVENESS The Auditor’s report for the last three years endorsed by Chartered Accountant shall be submitted in electronic format in original for the year 2018-19, 2019-20 & 2020-21 as per Annexure XVI, alongwith relevant profit and loss statements and balance sheets.</p>		

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7	5	NIOT Qualifying Criteria	<p>NIOT; MINIMUM ELIGIBILITY CRITERIA(MEC);</p> <p>1. The Bidder should having Average Annual Financial Turnover during the last Three (03) years ending 31st March 2021 should be at least Rs. 2,24,65,071/-. Auditors report in original certified by CA or statutory auditors, for the years 2018-19, 2019-20 and 2020-21 including relevant P/L a/c and balance sheet shall be furnished.</p> <p>2. 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 last seven years upto due date of submission of the tender as follows:</p> <p>a) One similar completed work of contract value not less than Rs.5,99,06,856/- (or)</p> <p>b) Two similar completed works of contract value notless than Rs.4,49,30,142/- each (or)</p> <p>c) Three similar completed works of contract value not less than Rs. 2,99,53,428/- each</p> <p>‘SIMILAR’ Works – means “Owning/operating and/or manning Harbour tugs/Supply vessels /Anchor handling Tugs/Ocean going tugs during last 7 years upto due date of submission of the tender”.</p> <p>Note: Copies of the work order with completion</p>	<p>A) We have noticed that Pre-Qualification 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, Kamrajar Port,Chennai Port, Cochin Port, NMPT, MbPT, JNPT etc.</p> <p>The prequalification criteria is always based on the Total estimated contract value not on annual estimated contract value.</p> <p>You are aware sir 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> <ol style="list-style-type: none"> Timely delivery of tug Meeting day to day operational expenses which includes crew expenses, regular repair and maintenance, breakdown repairs etc 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>Further, kindly appreciate the contract worth of Rs 52.42 crore is to be awarded to a bidder who has average financial turn over for last three years is only Rs 2.24 crores. This is a gross underestimation of the roles and responsibility of the</p>	<p>Tender Condition Prevails. However, Security Deposit/ Performance Gurarantee shall be three percent (3%) of annual contract value in the form of Demand Draft or Bank Guarantee from Nationalized Bank having its Branch at Vasco-da-Gama or Mormugao, Goa in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa.</p>
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		<p>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. Incase no work completion certificate issued than TDS certificate, work orders copy, invoices copies can be considered to claim work experience.</p>	<p>contractor to be performed under this tender and has the potential to risk the Port operations.</p> <p>If you would have noticed even the Performance security is also linked to total contract value.</p> <p><u>Therefore, We request you to kindly amend the clause in line with other Major Ports and revise the qualification criteria linked to the Total contract value.</u></p> <p>We may also draw your attention to the sentence “Incase no work completion certificate issued than TDS certificate, work orders copy, invoices copies can be considered to claim work experience.”</p> <p>Please note that no other Major Port accept such documents as they do not in any way prove successful completion / performance of the contract. Hence, please modify the criteria accordingly.</p>	
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8		<p>Additional Pre-qualification criteria</p>	<p>We have noticed that the following crucial clause of standard Major Port tug hiring tender has been removed in this Tender:</p> <p>“The Tenderer shall possess a tug by absolute ownership or a legally enforceable agreement for Charter/lease/ purchase to be submitted at the time of bid submission and not on the date of opening the price bid”.</p> <p>The above clause is very important to establish that the Bidder is the rightful owner or he has the requisite authority to bid with the tug offered by him under this tender. It is otherwise difficult for the Port to ascertain if the evaluated tug will be available to the Port post bid award and increases the risk of retender and timely availability of the tug.</p> <p>This is a compulsory clause in all the Major port tug hiring tenders. This forms part of Pre Qualification criteria. Kindly include the same.</p>	<p>Tender Condition Prevails</p>
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9	15	ITT 1.13	<p>Clause 1.13 (i) Test of Responsiveness</p> <p>Technical specifications, drawings and other information pertaining to the tug to be offered on hire to Mormugao Port Trust 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 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.</p> <p>Technical specifications, drawings and other information pertaining to the tug to be offered on hire to Mormugao Port Trust should be submitted alongwith the tender. The name of the tug has to be disclosed.</p>	<p>We understand that following documents for are to be submitted along with Bid for the existing Tug:</p> <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. <p>We request that the bids should be considered responsive in the absence of all the above data at the time of technical bid opening.</p>	<p>Tender condition prevails.</p> <p>In case tug is in the building stage, builder certificate is acceptable.</p> <p>However, wrt consumption of fuel for main engine and auxiliary engine, engine manufacturing data (shop trial) shall be furnished.</p>
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	49	SCC	<p>Clause 4.5 SPECIAL CONDITIONS OF CONTRACT (SCC)</p> <p>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.</p>		
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10	44-45	GCC 3.41	<p>Clause 3.41; LIQUIDATED DAMAGES: The Tug shall be delivered within 60 days from the date of issue of Letter of Acceptance /Intent 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 60 days from the date of issue of Letter of Acceptance /Intent, 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.</p> <p>If the Tug is not delivered for operation within 90 days from the date of issue of Letter of Acceptance /Intent, the contract will be liable for termination and Security Deposit Bank Guarantee forfeited after 90 days from the date of issue of Letter of Acceptance /intent. However, Port reserves the absolute right for further extension of time for supply of tugs subject to payment of L.D. of Rs.1,00,000/- per day or pro rata, by the contractor.</p>	<p>We request that a clear and fixed delivery period shall be stipulated which can be considered by all the bidders at the bidding stage and accordingly take decision whether to offer a tug which would meet the requirement. Additional time provided at the discretion of the Port does not help the Bidders to take decision as on Bidding date.</p> <p>We request that the highlighted sentence may be deleted.</p> <p>ii) In case if the Contractor not able to deliver the vessel due to Force Majeure, then we request Port to kindly exempt contractor from the payment towards the Liquidated damage. Please confirm.</p> <p>(iii) We request that LD is levied upto 30 days and beyond which the contract is to be terminated and Performance security is to be encashed.</p>	Tender Condition Prevails.
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13	63	HIRE AGREEMENT	<p>Annexure-VII; HIRE AGREEMENT;</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>i) We request that atleast 12 days for placement of substitute tug shall be provided to the contractor. Please note that timelines of <u>12 days</u> for providing substitute vessel is accepted in your earlier long term tug tenders. Kindly confirm.</p> <p>(ii) Further, 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>Otherwise, the contract unfairly levies unlimited liability on the contractor beyond the performance security.</p> <p>We wish to inform you that in the tug tender of year 2020, the words “at the risk and cost of contractor” was deleted for same purpose.</p>	Tender condition prevails
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15	63	HIRE AGREEMENT	<p>Annexure-VII; HIRE AGREEMENT;</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. The Master of the Tug shall take all measures to secure payment of salvage, as instructed by the Deputy Conservator, who shall be the sole authority to enter into any agreement for salvage. Consent of the contractor will be obtained.</p>	<p>1) We request that the responsibility of the Master of the Tug to secure payment of salvage is to be deleted as he is no position to do so. Since the Port is entering in to agreement, the responsibility should be with the Port. Kindly confirm.</p> <p>2) Further, should there be any salvage operation which does not involve any salvage reward to any party and Salvage job is carried out at the instruction of the Port, we request that Port shall CONFIRM that</p> <p>(i) Contractor would enjoy full immunities as enjoyed by the Port Tugs while assisting in salvage operations, even if caused due to the failure of the tug, or the errors of the master / crew , also</p> <p>(ii) Owners of the assisted vessel shall indemnify the Contractor for and against damages, losses, injury, death of their personnel and all third party claims</p> <p>(iii) 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.</p> <p>Kindly confirm.</p>	Request No. 1, 2(i) and 2(ii) are accepted.
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16	21	TECHNICAL SPECIFICATIONS	<p>SECTION –II TECHNICAL SPECIFICATIONS Clause 2</p> <p>(b) SCOPE OF WORK</p> <p>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.</p> <p>Clause 3.17; Labour</p> <p>k) In any case, the tenderer has to clearly specify the mode he chooses to operate the tug and is responsible to obtain all the licenses/permissions from DGS or any other statutory authorities. 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.</p> <p>l) Statutory dues to be paid as applicable or else payments from bills to such extent shall be withheld.</p>	<p>Recognizing the fact that many of the stated compliances such as PF, ESI are not applicable for a marine contract of hiring tugs which is rather governed by MS ACT.</p> <p>Therefore, Request clarification to be issued that Contractor shall comply with the laws, rules and regulation and statutory requirements as applicable.</p>	<p>Agreed.</p> <p>However, 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.</p>
	33	GCC 3.17			

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17	30	TECHNICAL SPECIFICATIONS	<p>SECTION –II TECHNICAL SPECIFICATIONS</p> <p>Clause 2 (e) SCOPE OF WORK</p> <p>Security will be given to the hired tug only during agitation, strikes.</p>	<p>We understand that security within the Port premises is the responsibility of the Port. The contractor will not be able to make any security arrangements within the Port limits as this comes under CISF. Please confirm.</p>	<p>Tender condition prevails</p>
18	24	TECHNICAL SPECIFICATIONS	<p>OUTLINE SPECIFICATIONS;</p> <p>Towing arrangement –</p> <p>Quick release tow hook/ aft winch with adequate strength for the towing operations. Bow/stern suitable for pushing and with arrangements for securing lines. Suitable towing winch for direct pull from the winch with adjustable/ variable length of rope with adequatebraking arrangement to withstand towing pull.</p> <p>Arrangement winches with hawser suitable for push / pull together with arrangements for securing lines for harbor operation. Tugs shall provide suitable towing line to be given to the vessel and affect pulling/pushing without any hindrance, suitable for Pilotage maneuvers.</p> <p>All towing lines will be in un frayed condition.</p>	<p>As you know most of the ASD tugs are equipped with both forward and aft towing Winch / tow hook. We therefore request you to please modify the clause as below in line with other Major Port Tenders:</p> <p>“ASD tugs shall be equipped with forward towing winch and quick release tow hook/ winch in the aft with adequate strength for the towing operations.”</p>	<p>Agreed.</p>

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19	25	TECHNICAL SPECIFICATIONS	<p>OUTLINE SPECIFICATIONS;</p> <p>Suitability -</p> <p>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.</p>	<p>We draw your 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.</p>	<p>Tender condition prevails.</p>
20	32	GCC 3.14	<p>3.14 SECURITY DEPOSIT / PERFORMANCE GUARANTEE</p> <p>(iii) Forfeiture of SD: The security deposit will be forfeited, if the contractor fails to fulfill any or all the conditions of this contract, without any interference from it towards all rights of the Board to recover from the contractor any other amounts falling due to the Board through non-observance/compliance by the contract conditions and any of the clause thereof by the contractor.</p>	<p>Kindly note that the forfeiture of the Security deposit cannot be unilateral and that the reasons for non- performance along with the amount of loss caused, due to such non performance/ non compliance by the Contractor, if any should be quantified and communicated in advance to the Contractor.</p>	<p>Tender Condition Prevails.</p>

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21	36-37	GCC 3.23	<p>Clause 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 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.</p> <p>(b) During the hire period the tug/s shall be kept insured by the Contractors at their expenses against protection and indemnity risks in such form as Port shall in writing approve which approval shall not be unreasonably withheld. Standard insurance cover to cover all Port Risk. If the Contractor fails to arrange</p>	<p>We bring to your kind attention that the following standard insurance covers available to the Owner:</p> <ul style="list-style-type: none"> a) Hull & Machinery (H&M) and war risk insurance coverage for the Tug b) Protection & Indemnity (P&I) for third party liability, wreck removal, pollution liabilities c) Workmen’s compensation covering life of shore based personnel, if any. <p>As these are only insurance covers available to the Owner, we trust these insurance shall meet the requirement of the Port. Please confirm.</p>	Tender condition prevails.
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“E-TENDER FR 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 SEVEN (07) YEARS TO MORMUGAO PORT TRUST”

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			and keep any of the insurances provided for under the provisions of sub-clause (b) in the manner described therein, Port shall notify Contractors whereupon Contractors shall rectify the position within seven running days.		
22	45	GCC 3.42	<p>Clause 3.42. FACILITIES PROVIDED BY PORT</p> <p>a) Free shore power shall be provided to the Tug when tug is idling at the jetty or berth and if such arrangements are not available, then tug has to make those arrangements on board to synchronize with the shore power facilities available with the port. Port shall provide 3-phase, 415V, 50Hz power supply. Plug suitable for drawing power from the port provided socket point shall be arranged by the contractor. If the tug runs on its Auxiliary engines due to his inability to adhere to aforesaid conditions, then the fuel consumed shall be on Contractor’s account.</p>	<p>We understand that the Port shall be responsible for junction box near to Tug berthing area. All cables and other equipment for connecting to the junction would be responsibility of contractor.</p> <p>In case, if shore power supply facility is not available, Tug will have to run Auxiliary Engine and the fuel will be on Ports account.</p> <p>Please confirm.</p>	Agreed.

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23	41	GCC 3.30	<p>Clause 3.30; DEFAULTS & TERMINATION</p> <p>1. Default : Occurrence of any one or more of the following will be considered as event of default:</p> <p>a) In case the completion of the work cannot be effected within completion period.</p> <p>b) Contractor fails to execute the terms and conditions of the contract and obligations under the contract within the period as specified in the contract, or any extension granted by the Board.</p> <p>c) If the Port feels that the services of the tug are no longer required.</p>	<p>The assets procured for performing the contract are highly capital intensive in nature and are procured exclusively for this specified contract as the Vessel need modification specifically to meet the tender requirements.</p> <p>Therefore, 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, the bankability of this contract is adversely affected by such clause.</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>In view of above we request you to kindly delete the clause “If the Port feels that the services of the tug are no longer required”.</p> <p>Our request as above is in line with other Major port Trusts such as MbPT, NMPT, VOCPT, Chennai Port, Ennore Port, VPT, PPT, Kolkata Port trust etc.</p>	<p>Tender condition prevails. Default “If the Port feels that the services of the tug are no longer required” is ground for termination with 60 days notice period.</p>
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24	41	GCC 3.30	<p>Clause 3.30; DEFAULTS & TERMINATION</p> <p>1. Default</p> <p>Occurrence of any one or more of the following will be considered as event of default:</p> <p>a) In case the completion of the work cannot be effected within completion period.</p> <p>b) Contractor fails to execute the terms and conditions of the contract and obligations under the contract within the period as specified in the contract, or any extension granted by the Board.</p> <p>C) If the Port feels that the services of the tug are no longer required.</p> <p>2. Termination</p> <p>(a) If the contractor fails to complete the subject work during the contract period or extension period within notice period, the work order will stand cancelled, and security deposit will be forfeited.</p> <p>(b) In the event of occurrence of default as mentioned in (b) above, MPT may proceed for terminating the contract by way of giving 30 days (termination period) notice within which time the Contractor will be required to peacefully vacate Port premises and remove equipment deployed by them under the contract from the Port premises.....</p>	<p>With regard to Sub clause 1 (a), 1 (b) and Sub clause 2.</p> <p>This is a tender for deployment of a tug boat for a certain period and there is no “project” or “completion of work” per se as the present agreement is not a works contract. Therefore, there cannot be a “completion of work” during the contract or extension period.</p> <p>We request this clause to be entirely deleted.</p>	<p>Tender condition prevails. However, in this clause, word ‘completion’ is to be read as ‘commencement’ and word ‘complete’ is to be read as ‘commence’.</p>
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25	44	GCC 3.39	<p>3.39. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK</p> <p>The work during its progress (or) during the defect liability period can also be inspected by the Chief Technical Examiner (or) his authorised representatives of the Central Vigilance Commission of MPT and any defects pointed out by him shall be attended by the Contractor.</p>	<p>This is a tender for deployment of a tug boat for a certain period and there is no “completion of work” per se as the present agreement is not a works contract. Therefore, there cannot be a defect liability period or compensation for bad work.</p> <p>In the light of the above, we request deletion of the said clause.</p>	Tender Condition Prevails.
26	59	Annexure-VI	<p>Annexure-VI BANK GURANTEE FOR PERFORMANCE GUARANTEE/SECURITY DEPOSIT</p>	<p>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 :</p> <p>1) “Notwithstanding anything contained herein: a) Our liability under this Bank Guarantee shall not exceed Rs.(Rupees __only); b) This Bank Guarantee shall be valid upto _____; and 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>2) “Notwithstanding anything to the contrary contained in any</p>	Tender Condition Prevails.

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				<p>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”</p> <p>We trust the above is acceptable to you.</p> <p>3) Kindly delete the words “This Guarantee shall be valid up to unless extended on demand by the Board.” Bank will not on its own extend the BG if demanded by the Port. Any request for extension shall be routed via Contractor.</p>	
27	43	GCC 3.38	<p>Clause 3.38. PENALTY; (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: i. upto 7th day ----- 40% of hire charges per day prorata ii. From 8th to 15th day ----- 60% of hire charges per day prorata iii. From 16th onwards ----- 100% of hire charges per day prorata</p>	<p>We bring to your kind attention that the penalty rates stipulated under this clause is steep and not in line with standard tender clauses of the other Major Port Trusts. We may request you to kindly consider following rates: i. upto 7th day ----- 15% of hire charges per day prorata ii. From 8th to 15th day----- 30% of hire charges per day prorata iii. From 16th onwards ----- 50% of hire charges per day prorata</p> <p>Kindly consider the above.</p>	Tender condition prevails.

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28	44	GCC 3.38	<p>Clause 3.38. PENALTY; (e)If the tug is required to be dry docked as required by Class (LRS/IRS/any other 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, if applicable.</p>	<p>We request that available maintenance days/ down time shall be allowed to be adjusted against drydock period.</p> <p>In the event of drydocking period exceeds more than 15 days, the Contractor shall provide a substitute tug. Please confirm.</p> <p>(ii) We request revision in clause (v) as follows:</p> <p>“Maintenance, repairs, dry docking, survey and other requirements to keep the tug operational will be at owner’s account for which one paid day per month shall be allowed by the Port. The monthly repair and maintenance day can be carried forward to the subsequent months for a maximum period of twelve (12) days only. The tug can be laid up for maintenance/repairs etc only with the prior permission of the Deputy Conservator, except in case of emergencies, and otherwise it won’t be unreasonably withheld.</p> <p>The full one year’s downtime of 12 days will be credited in the beginning of each contractual year.”</p>	Tender condition prevails.
	63	HIRE AGREEMENT	<p>Annexure-VII; HIRE AGREEMENT; v) The Contractor is allowed paid maintenance period of 24hrs per month during the currency of the contract for upkeep of the tug. 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 DC, before laying up the tug to carry out any maintenance work (i.e. work /repairs includes dry docking / hull inspection and survey.</p>		

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29	46	GCC 3.44	<p>Clause 3.44; INSPECTION In case there are reasons to belief about the tugs performance with regards to bollard pull, Dy. Conservator keeps all the rights to instruct the Contractor to get the Bollard pull test done irrespective of any time interval. Cost towards Bollard pull test shall be borne by the contractor.</p> <p>ANNEXURE VII- HIRE AGREEMENT l) The Board reserves the right to carry out Bollard Pull test of the tug at its discretion at any time during the currency of contract. In case Bollard pull falls below 50 ton Bollard pull tug, Board reserves the right to impose the penalty, per day or part thereof on pro-rata basis, equivalent to 2% of the per day charter rate for each ton or part ton loss of Bollard pull. However, if, Bollard pull falls below 45 tons, the Board reserves the absolute right to terminate the contract forthwith. All Bollard pull tests during tenure of contract whenever required by the Board will be carried out by the contractor at his cost. However, bollard pull test will be carried out only when deemed necessary by the falling performance. k) The contractor shall at his own cost carry out bollard pull tests as per Merchant Shipping Notice No. 08 of 2013 dated 21/02/2013 and subsequent amendments.</p>	<p>(i) We request that all bollard pull tests during tenure of contract whenever required by the port will be carried out by the Contractor at Port’s cost and time. However, if the tug fails to deliver the required bollard pull / any survey, the cost of such test shall be borne by the Contractor.</p> <p>Please confirm.</p> <p>(ii) Reference to Merchant Shipping Notice No. 08 of 2013 dated 21/02/2013</p> <p>We understand this notification is for coastal towage only and is not relevant for harbor towage operation. Request deletion of this clause.</p>	<p>Tender condition prevails. However, Cost and time towards Bollard pull test shall be borne by the contractor if the tug fails to deliver the required bollard pull / any survey instructed by Dy. Conservator when there are reasons to belief about the tug’s performance with regards to bollard pull. In case bollard pull test is successful in such case, cost and time towards Bollard pull test shall be borne by the Port.</p> <p>Cost and time for bollard pull test</p>
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					carried out as per requirements of Merchant Shipping Notice No. 08 of 2013 dated 21/02/2013 shall be to Contractor's account.
30	36-37	GCC 3.23	<p>Clause 3.23; INSURANCE</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 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.</p>	<p>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.</p> <p>Trust this is acceptable to you.</p>	Agreed

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31	63	HIRE AGREEMENT	<p>Annexure-VII; HIRE AGREEMENT</p> <p>n) The Board has the right to terminate the contract/agreement at any time within the Hire period for reason of a breach of any conditions of contract.</p>	<p>We request that the Contract shall not be 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 30days notice. Kindly confirm.</p>	<p>Tender condition prevails.</p>
32	42	GCC 3.32	<p>Clause 3.32: Force Majeure</p> <p>Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under the charter party, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events or stroke or conditions:</p> <p>(a) Acts of God. (b) Any Government requisition, control, intervention, requirement or interference. (c) Any circumstances arising out of war threatened act of war or war like operation, act of terrorism,</p>	<p>1) Please appreciate that in certain circumstances, the parties may not be in a position to fulfill their obligations even if the Force Majeure event may have ended. To clarify, the Force Majeure event may have consequences or effects which may prevent the party from carrying out its obligation. Accordingly, we request that the clause be modified to include the effects/ consequences which materially or adversely impact the ability of a party to perform.</p> <p>“Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions <u>including its effects or consequences</u> to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under the</p>	<p>Tender condition prevails. However, pandemic is included at (e) Epidemics and cyclone is covered under (a) Acts of God.</p>

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			<p>sabotage or piracy or consequences thereof. (d) Riots, civil commotion, blockaded or embargoes. (e) Epidemics. (f) (g) (h) (i)</p>	<p>charter party,.....” 2) We further request you to include ‘pandemic’ and ‘cyclone’ to the list of Force Majeure events. Please confirm.</p>	
33	38	GCC 3.26	<p>Clause 3.26: Amicable Settlement In case of any disputes, both parties shall attempt to settle the dispute amicably before the commencement of arbitration by way of Conciliation through Conciliation Committee/Councils comprising of independent subject experts for resolution of the dispute. However, unless both parties agree otherwise, arbitration may be commenced on or after the fifty sixth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.</p>	<p>Please note that having multiple levels of dispute resolution mechanisms would only delay the resolution for various reasons such as consensus on appointment of the members, timelines, etc. as and also result in additional costs to the Parties. Accordingly, we request that the parties may first attempt to settle the dispute by mutual amicable settlement (without a conciliation committee) failing which, matter may be referred for arbitration. Please confirm.</p>	Tender condition prevails.
34	38	GCC 3.27	<p>Clause 3.27 (i); SETTLEMENT OF DISPUTES If any dispute of difference of any settlement of kind whatsoever shall arise between the Deputy Conservator and the Contractor in connection with or arising out of the contract or the carrying out of the works (whether during</p>	<p>We have summarized our concerns with the said clause as under: (i) The said clause is in contradiction to Clause 3.29 which lays down that any disputes between the parties shall be settled by means of Arbitration according to the</p>	Tender condition prevails.

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			<p>the progress of the works, after the termination, abandonment of or breach of the contract) it shall in the first place be referred to be settled by the Deputy Conservator who within a period of 60 days after being requested by the contractor shall give written notice of his decision to the contractor, if the Deputy Conservator shall fail to give notice of his decision as aforesaid within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such decision then any such case, the contractor shall, within a further period of 30 days from the expiry of the first 60 days from the date of receipt of Deputy Conservator’s decision, write to the Chairman putting forth his views why he is not in agreement with the decision given by the Deputy Conservator.</p>	<p>Arbitration and Conciliation Act 1996.</p> <p>(ii) The procedure set out in the clause is very lengthy and time consuming and would only delay the resolution process for various reasons.</p> <p>(iii) Further, in the event of dispute between the Port and the contractor, the Deputy Conservator/ Chairman, being an interested party, cannot act as a decision makers and the ultimate decision cannot lie with an arbitrator appointed by the chairman as an element of conflict is involved which is unfair to the contractor.</p> <p>In view of the above, we request that this clause be deleted entirely and the dispute resolution process be carried out in accordance with Clause 3.29 read with Clause 3.26 Amicable Settlement.</p>	
35	40	GCC 3.28	<p>General Terms and Conditions; Clause 3.28; EXTENSION OF TIME</p>	<p>We are of the opinion that this specific clause is applicable for Works contract and hence, not applicable. Kindly delete this clause.</p>	<p>Tender condition prevails</p>
36	40	GCC 3.29	<p>Clause 3.29 A; ARBITRATION; Disputes if any, between MPT and the Contractor on either side as claimant thereof during the currency of the Contract or after the completion of the work or</p>	<p>We have summarized our concerns with the said clause as under:</p> <p>(i) Please note that the dispute resolution process should be fair and equitable to both parties. Hence the matter</p>	<p>Tender condition prevails</p>

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		<p>abandonment thereof shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Contract. The disputes so raised shall be referred to a Sole Arbitrator, to be appointed by Chairman/MPT. The arbitration proceeding shall take place in Goa or at Administration Building, MPT only, and the same shall be under jurisdiction of High Court of Goa. The cost towards Arbitration shall be equally shared.</p>	<p>cannot be resolved by an arbitrator appointed by a party to the dispute or referred to parties solely chosen by a party to the dispute.</p> <p>Neither party is responsible to the other once the work is completed i.e., the agreement expires in accordance with its terms as agreed between the parties.</p> <p>(iii) The High Court of Bombay exercises jurisdiction over Goa.</p> <p>In view of the above, we request that the clause be modified in the following manner:</p> <p>Disputes if any, between MPT and the Contractor on either side as claimant thereof during the currency of the Contract or after the completion of the work or abandonment thereof shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Contract. The disputes so raised shall be referred to a Sole Arbitrator, to be <u>mutually</u> appointed by <u>both the parties</u> Chairman/MPT. The arbitration proceeding shall take place in Goa or at Administration Building, MPT only, and the same shall be under jurisdiction of High Court of <u>Bombay at</u> Goa. The cost towards Arbitration shall be equally shared.</p>	
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37			Additional Clauses to be included as per Standard Tug contract	We request that the overall liability of the Contractor shall be restricted to the performance Security of 3% of contract value provided under the contract. Further, Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Contract, and each party shall protect, defend and indemnify the other from and against all such claims arising there from. Kindly confirm.	Tender condition prevails
38	5	NIOT	NIOT – Minimum Eligibility Criteria The Bidder should having Average Annual Financial Turnover during the last Three (03) years ending 31st March 2021 should be at least Rs. 2,24,65,071/-. Auditors report in original certified by CA or statutory auditors, for the years 2018-19, 2019-20 and 2020-21 including relevant P/L a/c and balance sheet shall be furnished.	Company incorporated in the year 2019 & having 2 years financials and fulfilling the average turnover criteria for 2 years shall be eligible for bidding. Please confirm.	Company incorporated in 2019 shall be eligible for bidding subject to fulfilling Average Annual Financial Turnover and experience criteria as per Minimum Eligibility Criteria (MEC) .

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39	18	ITT 1.21	The bidder has to submit engine manufacturer’s data (shop trial) authenticating their fuel consumption at 100% MCR for both main engines and auxiliary engines.	Kindly confirm that bid will be accepted if, shop trial reports for auxiliary engine is not available but current consumption report shall be submitted.	Tender condition prevails. However, w.r.t fuel consumption for auxiliary engine, shop trial reports /engine manufacturer certificate/engine manufacturer data catalogue shall be furnished.
40			Applicability of Para 6 of the Public Procurement Order dated 23.03.2012 issued by Ministry of MSMED.	Please clarify regarding applicability of Para 6 of the Public Procurement Order. Para 6 is reproduced below – <u>“Para 6 – Price quotation in tenders</u> <u>% (1) In tender, participating micro and small enterprises quoting price within a band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro or Small Enterprise shall be allowed to supply 20% of total tendered value.”</u>	Not applicable for this tug hiring tender.
41	21	TECHNICAL SPECIFICATIONS	SECTION –II TECHNICAL SPECIFICATIONS Clause 1 (a) REQUIREMENTS ..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.	Tug will be manned with Harbor Manning and therefore it is not possible to deploy the tug outside port limits. Please clarify.	Refer Sr. No.14

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42	22	TECHNICAL SPECIFICATION S 2(g)	Para (g) ILH Dues – The tug shall be liable to ILH dues on arrival but will be exempted from light and buoy dues payable to the Port.	Tug shall be exempted from ILH dues at arrival. Please confirm.	Tender condition prevails.
43	22	TECHNICAL SPECIFICATION S 2(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 MPT’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.	As a standard practice the survey charges shall be borne by the Charterer i.e .Port only. Please confirm.	Tender condition prevails.
44	23	OUTLINE SPECIFICATION S 2(h)	GS/Fire pump should be of dual- purpose fire monitor suitable for foam and water. Remote operations from bridge. The capacity of fire pump should be of minimum 500 CuM/hr. Foam tanks shall be capable of storing at least 8.0 m3 of AFFF foam. Foam will be replenished by the board free of cost if foam is used for fire fighting ordered by Deputy Conservator/ Harbour Master.	Fire fighting foam shall be provided by the Port at its cost and expense. Please confirm.	Tender condition prevails. Also, foam shall be replaced by contractor at his cost on expiry of shelf life of foam.
45	34-35	GCC 3.18	Para 3.18 – Fair Wages	All the seamen fall under the ensuing guidelines issued by the DG Shipping for Crew wages and compliance with the same will be carried out. Please confirm.	Tender condition prevails.
46	41	GCC 3.30	If the Port feels that the services of the tug are no longer required.	Please appreciate that bidder is pooling all its resources and rates are being quoted considering the duration of the Contract. Moreover, bidder is subject to comply with Make in India Guidelines and hence termination of the contract	Refer Sr. No. 23

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				on this ground is not justified. There kindly delete this clause.	
47	44-45	GCC 3.41	The Tug shall be delivered within 60 days from the date of issue of Letter of Acceptance /Intent 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 60 days from the date of issue of Letter of Acceptance /Intent, 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.	Budgetary of this tender is based on Rs. 2,05,000/- per day and LD at the rate of Rs. 1.00 Lac per day is on a very higher side. Therefore, the same may be reduced to Rs. 50,000/- per day. Please clarify.	Tender condition prevails.
48	44	GCC 3.38 (e)	If the tug is required to be dry docked as required by Class (LRS/IRS/any other 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, if applicable.	It is requested that maintenance period available with the owner shall be allowed to utilize against the time taken for any repair maintenance, drydock etc. with levying any penalty/liquidated damages etc. Please confirm.	Agreed.
49	46	GCC 3.44	Bollard Pull Test Para 3.44 - In case there are reasons to belief about the tugs performance with regardsto bollard pull, Dy. Conservatorkeeps all the rights to instruct the Contractor to get the Bollard pull test done irrespective of any time interval. Cost towards Bollard pull test shall be borne by the contractor.	Please appreciate that Bollard PullTest is not a simple test and therefore, the same to be done only when Tug isn't performing on a continuous basis. Any cost associated with the test shall be borne by the Owner if tug fails in Bollard Pull Test. However, the cost shall be borne by the Port if tug passes the bollard pull test.	Refer Sr. No.29
	62	HIRE AGREE	The contractor shall at his own cost carry out bollard pull tests as per Merchant Shipping Notice	Owner shall arrange for the bollard pull test as per the MS Notice No. 8 of 2013 dated 21.02.2013 and subsequent	

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		MENT (K)	No. 08 of 2013 dated 21/02/2013 and subsequent amendments.	amendments.	
50			Ownership of the Tug	Please advise the documents needs to be submitted for confirming ownership of the Tug. Please also clarify the documents needs to be submitted if the tug is not owned by the bidder.	Tender condition prevails.
51			Foreign Material – hampering the operation due to obstruction in propeller or anyother machinery.	Please note that if the operations and hampered due to obstruction in propeller by any foreign material then the downtime and cost to repair the same will on ports account. Please confirm.	Not Agreed.
52	5	NIOT	Security Deposit: 3% of contract value in the form Demand Draft / Bank Guarantee issued by a Nationalised Bank / Scheduled Bank except Co-operative Bank having its Branch at Vasco-da-Gama or Mormugao, Goa and validity for period of seven years with additional claim period of six months.	Bank Guarantee issuing bank, to be necessarily from Nationalized bank?	Refer Sr. No.7
53	22	OUTLINE SPECIFICATIONS	Steady / Sustained Bollard Pull of not less than 50 Ton @ 100% MCR . Latest certificate from IACS member / associate member classification society should be submitted. In case, if the certificate is more than 180 days old as on the date ON-HIRE of Tug, a fresh Bollard Pull test should be carried out before tug is put into service with MPT.	Bollard pull test certificate of Ex-name of the vessel issued during 2020 is still valid ?	Tender condition prevails. However, latest name of vessel should appear on Bollard pull test certificate.

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54				Dry docking period during hire period to be extended to minimum 21 days since availability of dry docking slots are very difficult nowadays.	Not Agreed. Tender condition prevails.
55				Request to extend bid submission date by one more week from current submission date.	Bid submission extended to 01.02.2022 at 11.00 hrs.

Note : Due date and time for submission of bids is extended to 01.02.2022 at 11.00 hrs.