

“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 45 TON OR MORE AT 100% MCR FOR SIX (06) MONTHS TO MORMUGAO PORT TRUST” e-TENDER No. DC/S(18)/2021/3

Sl. No.	Page No.	Clause No.	Tender Clause	Bidder Queries	Clarifications
01	4	NOTICE INVITING ONLINE TENDERS (NIOT)	<u>NOTICE INVITING ONLINE TENDERS</u> Estimate Cost to Tender Rs.2,02,39,920/-	We draw your attention that the estimated cost to tender is on lower side and requires revision due to over all cost escalations of operations in recent covid times.	Tender condition prevails. However, Estimate Cost put to Tender :Rs.2,02,39,920/- (exclusive of GST)
02	5 28	NOTICE INVITING ONLINE TENDERS (NIOT) 3.14	<u>NIOT; Security Deposit</u> 3 % of the contract value in the form DD/NEFT/RTGS or Bank Guarantee (BG) issued by a Nationalized Bank / Scheduled Bank except Co-operative Bank having its Branch at Vasco-da-Gama or Mormugao, Goa. SECURITY DEPOSIT / PERFORMANCE GUARANTEE The successful Tenderer shall when his tender is accepted, furnish Security Deposit within 7 days from the date of issue of LOA.	(i) We request that it is extremely difficult to arrange a PBG from Goa if we do not have a BG sanction with local branch. Please allow the bidder to issue a PBG from their respective cities. Please consider. (ii) Given the pandemic restrictions, banks are operating with minimum staff and it would be a challenge to obtain a BG within 7days time and submit the same to the Port. Please allow atleast 15 days' time period.	Nationalized Bank / Scheduled Bank issuing BG shall have its Branch at Vasco-da-Gama or Mormugao, Goa. The Bank Guarantee shall also be encasheable at Goa branch. The successful Tenderer shall when his tender is accepted, furnish Security Deposit within 21 days from the date of issue of LOA.
03	5	NOTICE INVITING ONLINE TENDERS (NIOT)	NIOT; Commencement period Within 7 days from the date of issue of Letter of Acceptance /Intent.	It would be difficult to release the tug from its existing engagement and complete the mobilization period within 7 days of LOA. You may be aware that the RTPCR test for sailing crew is mandatory which takes 2-3 days in many states. Considering the present situation, we request at least 15 days' time period shall be allowed.	Tender condition prevails.

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04	10	1.5.1	ITT; MINIMUM ELIGIBILITY CRITERIA; The Average Annual Financial Turnover during the last Three (3) years ending 31st March 2020 should be at least Rs.60,71,976/- Auditor's report in original certified by CA, for the years 2017-18, 2018-19 & 2019-20 including relevant P/L a/c and balance sheet to be submitted	We understand that Bidders are required to submit (i)copies of Audited Financial report for 2017-18, 2018-19 and 2019-20 (ii) Annual financial turnover certificate certified by a Chartered Accountant. Please confirm.	Accepted. However, audited financial reports, Profit & Loss Account and balance sheets for 2017-18, 2018-19 and 2019-20 shall be duly certified by Chartered Accountant or Notary in original.
05	15	1.13(i)	Clause 1.13; TEST OF RESPONSIVENESS; Sub clause (i); 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.	(i)We understand that the offered tug shall have a valid class (IACS) certificate at the time of bid submission. Please confirm. (ii)We also request that Class certificate shall be accepted towards determination of age of the Tug and VRC/ Builders certificate are not required. Please confirm	Agreed. Year of built to be determined based on month and year of built mentioned in class certificate of the tug. However, the age of the tug does not matter as long as all the valid statutory certificates are in place at the time of submission of the bid.
06	16	1.16(c)	Clause 1.16; SCHEDULE OF PRICE; The prices quoted shall be inclusive of all taxes, but excluding GST.	Request that a standard clause of Major Port tug hiring tender to be included that any new taxes, levies etc. imposed by the Govt. or change in existing taxes after the bid submission date shall be borne and paid by Port. Trust the above is acceptable to you.	Tender condition prevails. However, the prices quoted shall be inclusive of all taxes, but excluding GST which shall be paid at applicable rates.
07	20	SECTION- II 2(e)	SECTION 2; SCOPE OF WORK; Sub clause e; Security will be given to the hired tug only during agitation, strikes.	Since Tug owner is not allowed to make any security arrangement within the Port premises, security of tug shall remain responsibility of the Port. Please confirm.	Tender condition prevails.

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08	27	3.8	<p>Clause 3.8; PERIOD OF HIRE; The contract will be for six months from the date of commencement of contract. In case of any exigencies, Port authority requires period of hire to be extended for any unforeseen reasons, the contract may be extended for further period of 6 months at the discretion of MPT at the same rate, terms and conditions by mutual consent. Also, due to factors beyond the want of due diligence, contract period is required to be decreased, contract can be terminated by Port before expiry of contract period of 6 months.</p>	<p>We are of the opinion that</p> <p>(i)We request modification in the clause as follows:the contract may be extended for further period of 6 months at the discretion of MPT <u>by mutual consent</u> at the same rate, terms and conditions by mutual consent</p> <p>(ii)Prior notice of 1 month shall be given for any extension.</p>	<p>Tender condition prevails.</p>
09	27	3.8	<p>Clause 3.8; PERIOD OF HIRE; Also, due to factors beyond the want of due diligence, contract period is required to be decreased; contract can be terminated by Port before expiry of contract period of 6 months.</p>	<p>This clause is unfair as it does not guarantee the contract period based on which the daily hire rates are quoted by the Bidders. Mobilization and demobilization cost is also significant and any early termination would severely jeopardize the financials of the project. Early termination clause has been removed from MbPT, NMPT, Paradip, VPT etc. Request deletion of this clause in toto.</p>	<p>Tender condition prevails.</p>
10	28	3.14	<p>Clause 3.14; SECURITY DEPOSIT / PERFORMANCE GUARANTEE; (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</p>	<p>Please clarify that the aggregate liability of the Contactor shall be limited to the Security Deposit only. The Contractor is not liable beyond SD. This existing clause is not in line with standard Major Port tender.</p>	<p>Tender condition prevails.</p>

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			falling due to the Board through non-observance/compliance by the contract conditions and any of the clause thereof by the contractor.		
11	28	3.15	The place of stamping and signing of Agreement shall be at MPT only.	Considering present COVID 19 pandemic conditions, we hereby request you to the Agreement can sign and stamp at Contractor/bidder place of organisation and the same will be courier to MPT for their counter signature and stamp.	Agreed
12	20	SECTION –II 1(a)	SECTION II; TECHNICAL SPECIFICATIONS; 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.	The operations outside port limits requires manning as per coastal SMD and the cost and expenses of operating outside port limits including additional manpower, agency, port inward and outward clearance, Port charges at other Ports shall be on MPT's account. Please confirm your acceptance.	Tug will not be sent to high seas but may be sent to neighbouring ports having common port limits for which crew change may not be required.
	55	HIRE AGREEMENT (b)	ANNEXURE VII- HIRE AGREEMENT b) On the date of the commencement of the hire the said Tug shall be tight, staunch, and strong and in every way fit for the purpose of the hire and shall be manned with full complement of qualified and experienced Master, Officers and Crew to be employed in the services of berthing and unberthing vessels at Mormugao Port. 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').		

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	57	HIRE AGREEMENT (n)	ANNEXURE VII - HIRE AGREEMENT n) The Board hereby covenants that the said tug shall be used at Mormugao Port as determined by the Deputy Conservator within Port limits. 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		
13	33	3.22	Clause 3.22; GCC; NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS; Any claim for interest will not be entertained by MPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of MPT in making payment.	We request that in the event of a dispute between the parties undisputed portion shall be released within due date.	Tender condition prevails.
14	33	3.23	Clause 3.23; GCC; INSURANCE; 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. 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	All Port Risk cover is not available to tug operator. Tug shall have H&M and war risk covering Tug, P&I covering Tug crew, third party liabilities, wreck removal of tug and pollution liabilities. Trust the above are acceptable to the Port.	Tender condition prevails.

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			which approval shall not be unreasonably withheld. Standard insurance cover to cover all Port Risk. If the Contractor fails to arrange 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.		
15	27	3.12	Clause 3.12; ADDITIONS AND ALTERNATIONS;	We are of the opinion that these clauses are not applicable for marine contract and hence to be deleted	Tender condition prevails.
	36	3.28	Clause 3.28; GCC; EXTENSION OF TIME;	Kindly delete the clause.	
	37 & 38	3.30	Clause 3.30; GCC; DEFAULTS & TERMINATION		
	40	3.39	Clause 3.39; GCC; ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK;		
16	40	3.38	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:	We request a standard Tender clause as applicable in other Major ports such as JNPT as follows: 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	Tender condition prevails

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			<p>i. upto 7th day ----- 40% of hire charges per day prorata</p> <p>ii. From 8th to 15th day ----- 60% of hire charges per day prorata</p> <p>iii. From 16th onwards ----- 100% of hire charges per day prorate</p>	Kindly consider the above.	
17	57	HIRE AGREEMENT	<p>ANNEXURE VII- HIRE AGREEMENT</p> <p>Sub clause (u) 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 (03) three days only.</p> <p>Subclause (p): 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 03 (three) 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 Contractor shall be allowed to use 6 days down time at a stretch. Kindly understand that Contractor would use only once when it is required the most. It is unfair that tug is not allowed to use down time and considered off hired when contractor has enough down time available in its account. Please consider.</p> <p>(ii) Please note that Contractor to take up a commitment to provide a substitute tug for this short term contract is extremely difficult and one mob & demob cost for such substitute tug will negatively impact the project. We request that if substitution is not provided within 15 days, contract shall be terminated forthwith. Please consider.</p> <p>(iii) Contractor shall not be responsible for any substitute tug arranged by the Port. Please note that this is only a short term contract and Contractor</p>	Tender condition prevails.

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				would not be able to take up obligations which are purely for long term contracts.	
18	42	3.44	GCC; 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.	We request modification in this clause in line with the standard tender clause in all the Major Ports including MPT that the Contractor shall arrange bollard pull test as instructed by the Port. However, if the tug successfully delivers the required bollard pull, the cost of such test shall be entirely borne by the Port.	Tender condition prevails. However, time taken towards Bollard pull test shall be to Port's account.
	56	HIRE AGREEMENT (k)	ANNEXURE VII - HIRE AGREEMENT k) 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 45 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 40 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.	Please confirm.	

ADDENDUM

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19	57	HIRE AGREEMENT (m)	ANNEXURE VII- HIRE AGREEMENT m) 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.	We request that Contractor shall be given a notice for rectify the breach prior termination of contract right is exercised. Kindly confirm	Tender condition prevails. Also refer clause 3.30 Defaults & Termination.
20	4	NIOT Tender Cost	Tender Cost - Rs. 5900/- (Inclusive of 18% GST)(Non-refundable)	1. As per Para 10 of Public Procurement Policy dated 26.03.2012 it is mandatory to provide exemption to Small Scale units registered under NSIC. Please refer the above policy and provide necessary exemption to NSIC registered units.	Small scale Industries (SSI) and Mirco Small and Medium Enterprises are exempted from payment of cost of tender.
21	4	NIOT Earnest Money Deposit	Bid Security Declaration as per ANNEXURE-XX except in the case Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME on producing self attested supporting certificates along with Technical Bid.	EMD amount has not been mentioned in the tender document, kindly provide the same.	EMD amount not applicable. However, Bid Security Declaration as per ANNEXURE-XX shall be furnished.
22	5	Qualifying Criteria	1. The Bidder should having Average Annual Financial Turnover during the last Three (03) years ending 31st March 2020 should be at least Rs. 60,71,976/-. Auditors report in original certified by CA or statutory auditors, for the years 2017-18, 2018-19 and 2019-	Company incorporated in the year 2019 shall have audited report for one year only, however criteria specified will be met and hence such companies shall also be allowed to participate in the tender bidding.	Agreed. However, audited financial reports, Profit & Loss Account and balance sheets shall be duly certified by Chartered Accountant or Notary in original.

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			20 including relevant P/L, a/c and balance sheet shall be furnished.	We understand that CA Certificate confirm financial turnover for last 3 years may be submitted in lieu of Original Audited reports.	
23	13	1.11. AUTHORITY IN SIGNING TENDER DOCUMENTS	(i) For Proprietary firm:- Shop & establishment License, Sales Tax License, Income Tax PAN No./ Copy of Returns, Identification of the Proprietor.	Any one of these documents may be submitted. Kindly clarify.	Agreed. However, tenderer may submit relevant applicable documents.
24	14	1.11	A Tenderer shall, in the last 3 (three) years ending on the day preceding to the day of issue of the tender, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Tenderer	An undertaking in this regard is already been suggested as per the terms of this tender. Therefore, this para may be deleted.	Tender condition prevails.
25	15	1.13(i)(g) Test of Responsiveness	The Bidder should submit copies of Income Tax returns for last two years.	A company incorporated in the year 2019 will have IT return for past one year only, however all other MEC conditions are complied. Therefore, such companies may also be allowed to participate in the bid.	Agreed. However, Minimum Eligibility Criteria (MEC) shall be fulfilled.
26	18	Para 1.21 (C) Evaluation of Price Bid	This shall be duly supported by the engine manufacturer's data (shop trial) authenticating their fuel consumption at 100% MCR for both main engines and auxiliary /DG engines	Owners' declaration may be submitted as an alternative to shop trial report.	Tender condition prevails. However, w.r.t. consumption of fuel for main engines and auxiliary /DG engines, engine manufacturing

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					data (shop trial) / test records shall be furnished.
27	34	3.25 MPT's LIEN	MPT shall have a lien on over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the MPT to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever between MPT and the Contractor.	We have observed that no such condition has ever been laid down by MPT in its previous tenders. MPT's lien over all the money due to the contractor for any of the vessel or contract will create unnecessary hardship for the contractor and is against the principle of privity of contract. Therefore, you are requested to delete these clauses.	Tender condition prevails.
28	41	Liquidated Damages	Similar tug means tug meeting the basic tender requirements and having the same bollard pull, same fuel consumption and same propulsion system. Better tug means tug meeting the basic tender requirements and having same or more bollard pull for same or less fuel consumption for any of the acceptable propulsion system.	Requirement of Same Propulsion system needs to be modified to any other acceptable propulsion system.	Tender condition prevails. However, propulsion system shall be any one of the propulsion system specified in the tender.
29	44	SPECIAL CONDITIONS OF CONTRACT (SCC)	4.4 The successful Tenderer shall provide any items, which have not been specifically mentioned in the specification, but which are found necessary for completion, efficient installation and operation of works shall be deemed to be included in the contract without incurring any additional expenditure to the Port.	We have observed that no such conditions were laid down by MPT in any of its previous tenders. All the items as may be required by the port for its operations shall be informed in advance. List of items required on board to be provided upfront vide replying to these prebid queries for better planning and arrangement by the contractor.	Tender condition prevails.

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30			<p>Applicability of Para 6 of Public Procurement Policy notified on 26.03.2012 Para 6: Price Quotation in Tenders: In tender, participating Micro and Small Enterprises quoting price within price 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 and Small enterprise shall be allowed to supply upto 20% of total tendered value.</p>	<p>Government of India has notified public procurement policy on 26.03.2012. Kindly confirm whether preference as provided under para 6 will be available to micro and small enterprises participating in this tender.</p> <p>Please also confirm, whether preference under para 6 shall be extended to Micro and Small Enterprises participating in this tender with a foreign flag vessel.</p>	Not applicable for this tug hiring tender.
31			Damage due to foreign material	All damages to hull and propeller due to any foreign material shall be on Port's account. Tug shall remain on charter for the time spent on repairs of such damages.	Not Agreed.
32	41	3.41.	<p>Clause 3.41; GCC; LIQUIDATED DAMAGES (LD) The Tug shall be delivered within 7 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 7 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 15 days.</p>	Kindly appreciate that these capital intensive assets have high idling costs and hence, keeping them idle for the outcome of this tender would be difficult. It is therefore requested that the Port shall allow atleast 60 days' time period from the LOA which would allow the bidder to release the tug from present contract and mobilize it to MPT. Please consider.	Not Agreed. Tender condition prevails.

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33	34, 35 and 36	3.27	Clause 3.27; GCC; SETTLEMENT OF DISPUTES	<p>We have the following concerns:</p> <p>(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 Arbitration and Conciliation Act 1996.</p> <p>(ii) The procedure set out in the said clause is extremely 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, arbitrator should not be appointed by the chairman as Port is an interested party.</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>	Tender prevails.	condition
34	36	3.28	Clause 3.28; GCC; EXTENSION OF TIME;	<p>We are of the opinion that this specific clause is applicable for Works' contract and hence, not applicable. Kindly delete the clause.</p>	Tender prevails.	condition
35	37	3.29	Clause 3.29; GCC; A) ARBITRATION Disputes if any, between MPT and the Contractor during the currency of the Contract or after the completion of the	<p>We suggest amendment of the clause as follows: Disputes if any, between MPT and the Contractor during the currency of the Contract or after the completion of the</p>	Tender prevails.	condition

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			<p>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 appointed by 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>B) CONCILIATION</p> <p>iv) The conciliation proceedings shall take place in Goa preferably at Administration Building MPT and the cost towards conciliation shall be equally shared by both parties.</p>	<p>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 mutually appointed by both the parties MPT. The arbitration proceeding shall be in English and take place in Goa or at Administration Building, MPT only, and the same shall be under jurisdiction of High Court of Bombay at Goa. The decision of the Sole Arbitrator shall be final and binding on the Parties. The cost towards Arbitration shall be equally shared.</p>	
36	37 and 38	3.30	Clause 3.30; GCC; DEFAULTS & TERMINATION	This clause is not applicable for Tug hiring contract and hence to be deleted	Not Agreed. Tender condition prevails.
37	38	3.32	Clause 3.32; GCC; FORCE MAJEURE; 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	<p>(i) For a short term contract, Force majeure period of 30 days too long and we request that the period shall be reduced to 15 days.</p> <p>(ii) Further, we request modification in the preamble to this clause as follows “Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events</p>	Tender condition prevails.

“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 45 TON OR MORE AT 100% MCR FOR SIX (06) MONTHS TO MORMUGAO PORT TRUST” e-TENDER No. DC/S(18)/2021/3

		<p>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> <ul style="list-style-type: none"> (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, sabotage or piracy or consequences thereof. (d) Riots, civil commotion, blockaded or embargoes. (e) Epidemics. (f) Earthquakes, landslides, flood or other extra ordinary weather condition. (g) Strikes, lockouts or other industrial action, unless to the employee of the party seeking to invoke force majeure. (h) Fire, accident, explosion except where caused negligence of the party seeking to invoke force majeure. (i) Any other similar cause beyond reasonable control of either party. <p>The party seeking to invoke force majeure shall notify the other party in writing within</p>	<p>and/or conditions <i>including its effects or consequences</i> to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under the charter party,</p>	
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“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 45 TON OR MORE AT 100% MCR FOR SIX (06) MONTHS TO MORMUGAO PORT TRUST” e-TENDER No. DC/S(18)/2021/3

			two working days of the occurrence of any such event/condition. In case Force Majeure conditions persist for a continuous period more than 30 days, either of the party shall have the right to terminate the contract by giving 15 days' notice.		
38	39	3.34	Clause 3.34; GCC; DEFAULT OF MPT; Interfering with or obstructing the written approval in this Contract, the Contractor shall be entitled without prejudice to any other rights or remedies to terminate his employment under the Contract by giving 90 (Ninety) days prior notice in writing to Port.	Kindly note that the term of the Contract is only for 6 months and therefore the notice period of 90 days is long time period. We suggest amendment of the Clause as follows: “Interfering with or obstructing the written approval in this Contract, the Contractor shall be entitled without prejudice to any other rights or remedies to terminate his employment under the Contract by giving 30 (Thirty) days prior notice in writing to Port.”	Tender condition prevails.
39	57	HIRE AGREEMENT (p)	ANNEXURE VII- HIRE AGREEMENT Sub clause p) 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 03 (three) 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	It is practically impossible for the Bidder to mobilize a substitute vessel within 7 days considering non-availability of suitable tug in the spot market in India. Further, if one time substitution cost is to be factored in the contract price, the daily rate would be significantly high for this short term contract. We therefore request that incase of unavailability beyond 20days and a substitute is not provided, the	Tender condition prevails.

“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 45 TON OR MORE AT 100% MCR FOR SIX (06) MONTHS TO MORMUGAO PORT TRUST” e-TENDER No. DC/S(18)/2021/3

	40	3.38(d)	<p>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>Clause 3.38 (d): In case of non-deployment of tug beyond 07 days and replacement tug has not been provided by the contractor, the contract shall be terminated and the Performance Bank Guarantee may be forfeited.</p>	<p>contract shall be terminated. At no point of time liability of Contractor shall exceed the PBG amount.</p> <p>Kindly confirm.</p>	Tender condition prevails.
40	4	NIOT	<p>Estimate Cost to Tender :Rs.2,02,39,920/-</p>	<p>The Cost to Tender as estimated is very low and would certainly dissuade participation from reputable tug owning companies who are known for quality assets and service standards. Also, due to covid-19 pandemic situations, the cost of operations has increased substantially and the current estimate does not reflect the present market condition. Request you to please relook into the estimate.</p>	Tender condition prevails. However, Estimate Cost put to Tender :Rs.2,02,39,920/- (exclusive of GST)
41	56	HIRE AGREEMENT (k)	<p>ANNEXURE VII- HIRE AGREEMENT</p> <p>k) 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. 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.</p>	<p>We draw your attention that this clause is a deviation from standard Tender clause of MPT and other Major Ports. If tug delivers desired bollard pull, the Port shall bear all expenses. Kindly confirm.</p>	Tender condition prevails. However, time taken towards Bollard pull test shall be to Port’s account.

“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 45 TON OR MORE AT 100% MCR FOR SIX (06) MONTHS TO MORMUGAO PORT TRUST” e-TENDER No. DC/S(18)/2021/3

42	53-54	ANNEXURE VI	ANNEXURE VI; Specimen Bank Guarantee for Performance Guarantee	<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:</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>2) “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”</p> <p>We trust the above is acceptable to you.</p>	Tender condition prevails.
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“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 45 TON OR MORE AT 100% MCR FOR SIX (06) MONTHS TO MORMUGAO PORT TRUST” e-TENDER No. DC/S(18)/2021/3

43			Additional Clause requested	Kindly clarify that any new taxes, levies etc. introduced by the central/ state/ local Govt. or change in the existing tax rates post the bid submission date shall be borne and paid by the Port.	Not agreed. However, the prices quoted shall be inclusive of all taxes, but excluding GST which shall be paid at applicable rates.
44	27	3.8	<p>3.8. PERIOD OF HIRE The contract will be for six months from the date of commencement of contract. In case of any exigencies, Port authority requires period of hire to be extended for any unforeseen reasons, the contract may be extended for further period of 6 months at the discretion of MPT at the same rate, terms and conditions by mutual consent. Also, due to factors beyond the want of due diligence, contract period is required to be decreased, contract can be terminated by Port before expiry of contract period of 6 months.</p>	<p>(i) We request that Contract tenure shall be for minimum of one year considering the mobilization and demobilization cost needs to be apportioned over a longer tenure and competitive rate for MPT. Further, Tug owners would also benefit from a longer term for their Tug. (ii) Kindly delete this clause as this clause does not allow a minimum deployment period for the tug and it is extremely difficult for the bidder to quote a price basis assumption of period of charter.</p>	Tender condition prevails.
45	4	NIOT	<p>NOTICE INVITING ONLINE TENDERS Estimate Cost to Tender: Rs.2,02,39,920/-</p>	<p>(i) Please confirm that Estimate to Tender is exclusive of GST. (ii) You would appreciate that the mobilization and demobilization cost has gone up significantly in recent time with the huge increase in the fuel rate. Further, the manpower costs have also witnessed significant increase in the recent times considering shortage of manpower due to current Covid pandemic situation. It is therefore</p>	Tender condition prevails. However, Estimate cost of Rs. 2,02,39,920/- is exclusive of GST.

“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 45 TON OR MORE AT 100% MCR FOR SIX (06) MONTHS TO MORMUGAO PORT TRUST” e-TENDER No. DC/S(18)/2021/3

				requested to revise the budgetary estimate upward with the market rate. This could restrict participation in the tender specifically for younger age tugs.	
46	72	Annexure-XII	Year of Build: (Copy of Vessel Registry Certificate, initial VRC if any & Builders certificate to be attached with bid documents	We understand that one of the documents viz Class certificate or VRC or Builder’s certificate shall be submitted by the Bidder to establish age of the tug. Please confirm.	Tender condition prevails. However, the age of the tug does not matter as long as all the valid statutory certificates are in place at the time of submission of the bid.
47	56	HIRE AGREEMENT (k)	ANNEXURE VII - HIRE AGREEMENT k) 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	It would be appropriate that cost of all BP tests to be conducted during the tenure of contract shall be on Port’s account unless test proves deficiency in the Bollard pull. Request your kind consideration.	Tender condition prevails. However, time taken towards Bollard pull test shall be to Port’s account.
48	42	3.42	Clause 3.42; GCC; FACILITIES PROVIDED BY PORT;	Please clarify if the shore power connection is not made available by the port and/ or the tug is not able to utilize shore power due to very little gap between two operations, the fuel consumption towards auxiliary engine shall be on Port’s account.	Agreed.
49	28	3.14	Clause 3.14; SECURITY DEPOSIT / PERFORMANCE GUARANTEE; (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	Most of the other Major Port tenders only stipulate encashment of the PBG / SD and termination of contract incase of default of the contractor. Recovery of additional amount not specified at the time of bid submission could be financially onerous and expose the	Tender condition prevails.

“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 45 TON OR MORE AT 100% MCR FOR SIX (06) MONTHS TO MORMUGAO PORT TRUST” e-TENDER No. DC/S(18)/2021/3

			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.	contractor to unlimited liability. Hence, please confirm that the total liability of the contractor shall be limited to SD excluding indemnities provided under tender.	
50	27	3.8	Clause 3.8; PERIOD OF HIRE; Also, due to factors beyond the want of due diligence, contract period is required to be decreased; contract can be terminated by Port before expiry of contract period of 6 months.	We are of the opinion that the above clause is restrictive in nature and will limit the participation under the tender. Uncertainty of period of hire is a major concern and Bidders would not mobilize and demobilize an asset for an unknown period of hire. Request deletion of this clause.	Tender condition prevails.
51	57	HIRE AGREEMENT (u)	ANNEXURE VII- HIRE AGREEMENT, Sub clause (u) 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 (03) three 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.	Request that contractor shall be allowed to use full down time of 6 days on continuous basis. Please appreciate that Contractor can utilize the down time only with prior approval of the Port.	Tender condition prevails.

“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 45 TON OR MORE AT 100% MCR FOR SIX (06) MONTHS TO MORMUGAO PORT TRUST” e-TENDER No. DC/S(18)/2021/3

52	57	HIRE AGREEMENT (p)	<p>Subclause (p): 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 03 (three) 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>There is discrepancy in the tender clause as in clause 3.38 on page 41, the substitution requirement is given as 7 days. We apprehend that keeping 7 days time for substitution increases the probability of premature termination as it would not be possible for the contractor to mobilize another tug in such a time frame. Request that in the event substitute is not provided and the original tug is restored to operations, contract shall be terminated on 16th day from such unavailability.</p> <p>Further request modification in clause 3.41 as follows: Similar tug means tug meeting the basic tender requirements and having the same bollard pull, same fuel consumption and same <u>acceptable</u> propulsion system. Better tug means tug meeting the basic tender requirements and having same or more bollard pull for same or less fuel</p>	<p>Tender condition prevails. However, propulsion system shall be any one of the propulsion system specified in the tender.</p>
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ADDENDUM

“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 45 TON OR MORE AT 100% MCR FOR SIX (06) MONTHS TO MORMUGAO PORT TRUST” e-TENDER No. DC/S(18)/2021/3

				consumption for any of the acceptable propulsion system.	
53	28	3.14	3.14 SECURITY DEPOSIT / PERFORMANCE GUARANTEE The successful Tenderer shall when his tender is accepted, furnish Security Deposit within 7 days from the date of issue of LOA.	While we request atleast 15 days time to be given for submission of Security Deposit, we hope that the standard not withstanding clauses which are included by the Banks is acceptable to MPT. Please confirm.	The successful Tenderer shall when his tender is accepted, furnish Security Deposit within 21 days from the date of issue of LOA.
54	27	3.9	clause 3.9; Delivery period The tenderer shall deliver the Tug within 7 days from the date of issue of Letter of Acceptance /Intent .	We request atleast a months' time to be given for delivery of the tug. Please appreciate mobilization of a tug from other coast of India would take atleast 10-12 days after getting the tug ready for contract.	Tender condition prevails.

Note : Due date and time for submission of bids remains unchanged.