

e-TENDER NO.DC/S(18)/2019/6

E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE) HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR (03) THREE YEARS TO MORMUGAO PORT TRUST CLARIFICATIONS TO QUERIES RAISED BY PROSPECTIVE BIDDERS DURING PREBID MEETING HELD ON 12.06.2019 AT 1100HRS IN DY CONSERVATOR, CONFERENCE ROOM, MORMUGAO PORT TRUST, HEADLAND SADA GOA

SR.N o.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
1	NOTICE INVITING ONLINE TENDERS	4	NOTICE INVITING ONLINE TENDERS: Estimate Cost to Tender Rs.23,72,50,000/-	(i) We understand that estimate cost to Tender is exclusive of GST. Kindly confirm. (ii) We wish to bring to your kind attention that the Estimate cost is very low considering the present market scenario where availability of higher capacity Tugs as required by the Port is rare. Also in recent times, the Rupee devaluation against major currencies such as Dollar has significantly increased cost of acquisition of tugs. We may draw your attention that comparable daily hire rates in other major Ports such as NMPT and VOCPT is considerably higher. We are of the opinion that this significantly lower budgetary estimate would dissuade Bidders to participate in the tender and Port is running risk of retender due to non-participation/ lower participation which would result loss of precious time and effort of the Port. It is therefore request that Budgetary estimate is to be amended to higher level in line with our estimates submitted to the Port. We request your kind consideration of above.	(i) Estimate cost to tender is exclusive of GST. The estimate cost to tender is now amended to Rs. 14.235 Crores exclusive of GST in view of reduction of contract period from five years to three years. (ii) As per present practise the tender estimate is to be prepared based on lowest quotation received in the past tender. In the recent Port tender for hiring of 40ton bollard pull tug was hired at charter rate of Rs.1,65,000/- per day on spot hire basis. Subsequently through tendering mode, Port secured the hiring of 40 ton bollard pull tug at charter rate of Rs.1,04,444/- per day. In such instances port would consider the lowest budgetary quote to arrive at Cost estimate of the tender.
2	NOTICE INVITING ONLINE TENDERS	5	NOTICE INVITING ONLINE TENDERS: Bid Validity 180 days from the last date fixed for receiving the tender	We understand that Bid validity period would be counted from the date of Bid submission. Kindly confirm.	Agreed.

3	NOTICE INVITING ONLINE TENDERS	5	<p>NIOT, Qualifying Criteria : PRE-QUALIFICATION CRITERIA / BIDDING CONDITION Note: Copies of the work order with completion certificate and incase 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 similar works i.e. owning and operating Harbour tugs/Supply vessels /Anchor handling Tugs/Oceangoing tugs for minimum period of 03 (three) years during last 7 years ending 31st May, 2019.</p>	<p>We bring to your kind attention that various clauses relating to similar work define similar work differently and hence, ambiguity in the tender. We understand that the Bidder should have experience in the similar work which has been defined under the NOTE this clause as follows: “owning and operating Harbour tugs/Supply vessels /Anchor handling Tugs/Oceangoing tugs for minimum period of 03 (three) years during last 7 years ending 31st May, 2019”.</p> <p>The above is in line with the last Tug tender if MoPT. We request modification in all the related clauses.</p>	<p>Note is amended as below. Similar works i.e. owning/operating and/or manning Harbour tugs/Supply vessels /Anchor handling Tugs/Ocean going tugs during last 7 years ending 31st May, 2019.</p>
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4	NOTICE INVITING ONLINE TENDERS Earnest Money Deposit (EMD)	6	<p>NOTICE INVITING ONLINE TENDERS: Earnest Money Deposit (EMD) EMD can be submitted in the form of Bank Guarantee in addition to e-payment mode also(i.e. RTGS/NEFT/ECS/DD/Banker's Cheque/ Net-banking and Debit / Credit Card Payment). EMD in the form of Bank Guarantee shall be submitted alongwith Confirmation letter of Bank before opening of the bid on 27.06.2019 at 11.00 hrs in the office of the Dy. Conservator, as well be uploaded online along with bid documents. B.G. should be Valid for 180 days. If the tender documents are submitted without EMD, the tender will be rejected. Exemption from payment of EMD is not allowed to any firm such as Public sector units & other Govt. units etc. However, the firms who have registered under NSIC are granted exemption from the payment of EMD and these firms have to furnish the cost of tender document. This will be accepted only if the necessary documentary evidence for registering in NSIC is enclosed.</p>	<p>(i) We request you to please clarify the "confirmation letter" required from the Bank before the Bid submission. (ii) Please note that the Opening of the Bid is scheduled on 28th June 2019 11:30 hrs , not on 27th as stated in this clause. (iii) We are of the opinion that in case of participant is a consortium; EMD is to be submitted by the consortium if all the members of the consortium are not exempted under NSIC. Please confirm.</p>	<p>(i) The Confirmation letter is required from Bank in respect of Bank guarantee issued. (ii) Submission of bid date is scheduled on 10th July, 2019 at 1100hrs, Bid Opening is scheduled on 11th July, 2019 at 1130hrs (iii)If all Consortium members are NSIC registered than EMD is exempted. In case only one member is NSIC registered than consortium is required to submit the EMD.</p>
5	INSTRUCTIONS TO TENDERERS: clause 1	11	<p>Bidder is required to submit their tender offer in the form of two cover system.. for "Supply of one number Tractor/ Reverse Tractor or ASD (Multi Tug) type sea-going Harbour Tug (basically for assisting shipping movement)of 50 Ton or more Bollard pullat 100%MCR on Hire to Mormugao Port Trust for a period of 05 years.</p>	<p>Kindly clarify the intent of the word "Multi Tug".</p>	<p>The word Multi Tug is deleted. ASD means 'Azimuth Stern Drive '.</p>

6	EARNEST MONEY DEPOSIT (EMD): Sub clause 5.4	12	The EMD of the unsuccessful bidder other than L1 and L2 shall be refunded immediately after ranking of price bids. EMD of L2 shall be refunded immediately after entering into agreement with L1 and acceptance of performance guarantee or expiry of bid whichever is earlier. The EMD of second lowest evaluated bidder shall be kept in reserve and may be invited to negotiate to match the lowest evaluated bid, in case the lowest evaluated bidder withdraws his bid or not selected for any other reason.	Please note that the every Bidder's quoted price reflects the cost of the Tug being offered by the particular bidder, their financing terms, operating costs etc.. It might not always be possible for L2 to match the Price quoted by L1. While we acknowledge the rights of the Port to negotiate with Bidders, we request that absolute requirement of matching to L1 should be removed/done away with. This tender term may lead to a situation wherein L2 may not able to match to L1 and consequently, tender will have to be scrapped or retendered which will have wider ramifications such as non-availability of a tug to meet Port's operational requirement and loss of time and effort of the Port.	The clause is amended as given below. The EMD of the unsuccessful bidder other than L1 and L2 shall be refunded immediately after ranking of price bids. EMD of L2 shall be refunded immediately after entering into agreement with L1 and acceptance of performance guarantee or expiry of bid whichever is earlier. The EMD of second lowest evaluated bidder shall be kept in reserve and may be invited to negotiate with respect to the lowest evaluated bid, in case the lowest evaluated bidder withdraws his bid or not selected for any other reason.
7	EARNEST MONEY DEPOSIT (EMD): Sub clause 5.5	12	EARNEST MONEY DEPOSIT (EMD): Sub clause 5.5if he fails to furnish the necessary Security Deposit towards performance and enter into a Contract within 15 days from the date of receipt of Letter of Acceptance (LOA).	We bring to your attention that various clauses state the mode of award differently i.e. Letter of Intent and Letter of award. Please clarify.	Letter of Intent and Letter of award to be amended as Letter of Acceptance(LOA).
8	Minimum Eligibility Criteria; Clause no.1	13	Minimum Eligibility Criteria; Clause-1 1. The Bidder should having Average Annual Financial Turnover during the last Three (3) years ending 31st March 2019 should be at least Rs. 7,11,75,000/-. Auditors report in original certified by CA or statutory auditors, for the years 2016-17, 2017-18 and 2018-19 including relevant P/L, a/c and balance sheet. APPENDIX-6 -Details Of Financial Capability Of The Tenderer, Instructions point no. 2	(i) Please clarify the requirement of Original Certified Auditors report. This is to bring to your attention that normally a Financial Turn Over certificate issued by a CA or Statutory Auditors is submitted alongwith Audited report, P&L and B&S. Trust the same is acceptable. Please confirm. (ii) We draw your attention that finalization of the Audited Accounts for FY 18-19 is still on going and may not be possible to submit in the timeline given for the Bid submission. We therefore request that previous three years (i.e. 2015-16,2016-17,2017-18) to be accepted for qualification for all related financial qualifications required under this Tender. Kindly confirm.	(i) Agreed. (ii) Agreed. The Bidder should have Average Annual Financial Turnover during the last Three (3) years ending 31st March 2018 i.e. for the years 2015-16, 2016-17 and 2017-18.

9	Appendix-6	79	<p>APPENDIX-6 -Details Of Financial Capability Of The Tenderer, Instructions point no. 3 Bidder shall work out Net worth on following basis: Net Worth: Reserve + Capital - Accumulated loss (Net-Worth of the Bidder should be positive for the latest financial year. Subclause (m) Bank Solvency Certificate from any Nationalised Bank/ Scheduled Bank (except Co-operative Bank). Required to submit latest Bank Solvency Certificate addressed to FA&CAO, Mormugao Port Trust, for an amount of not less than Rs. 7.12 Crores (Rupees Seven Crores Twelve Lakhs Only).</p>	<p>We understand that all the members of the consortium shall qualify on the Net worth and bank solvency criteria which is important to know that only financial sound bidders are participating in the Bid and it will avoid issues which has recently put the Port operation at risk.</p>	<p>Any one member of consortium should meet Net worth. Bank Solvency clause is deleted.</p>
10	Instruction to Tenderers Clause No. 7 (B)(d)	14	<p>B) Test of Responsiveness: Sub clause-d The tenderer will submit a declaration that he has not been blacklisted or banned by any Central/State Government Authorities or PSUs as per Seventh Schedule (3). Sub clause (r) The Bidder should not be black listed by any Government or Non-Government Organization as per SEVENTH SCHEDULE (3)</p>	<p>We request modification in the clause as follows in line with other Major Port Tug tenders: "Tenderers shall give declaration on their not having been banned or de-listed or black listed by any government, semi-government agency or PSUs; otherwise their bid is liable to be rejected as 'Non-responsive'." Kindly confirm.</p>	<p>Port will seek clarification on such issues if any before disqualification of the tenderers.</p>
11	Instruction to Tenderers Clause No. 7 (B)(f)(iv)(III)	17	<p>III Assessment of eligibility: The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.</p>	<p>Please note that along with 26% equity in the project company, the Bidder should have participated in the operation and a documentary evidence to be submitted from the Joint venture Agreement in this effect. Please confirm.</p>	<p>The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at MEC or in case of consortium at least one member should satisfy the MEC conditions.</p>

12	Instruction to Tenderers Clause No. 7 (B)(f)(iv)(j)	15 & 19	B) Test of Responsiveness, Clause (B) (f) (iv) In case of a Consortium, the combined Technical and Financial Capability of those Members who have and shall have equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of five years from the date of commencement of work for the said contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV. Clause-IV Change in composition of the Consortium: Sub clause c	We bring to your kind attention that Clause (iv) on Page 19 contradicts other tender clauses wherein the consortium members who have 26% equity share in the SPV and whose experience & financials have been considered for meeting eligibility criteria will have a lock in period of 5 years. Request modification of Sub clause IV.	Tender conditions prevails.
13	Instruction to Tenderers Clause No. 7 (B)(i)	20	Sub Clause (i) The tenderers should submit upto-date/latest Income Tax Clearance Certificate. Copies of the Income tax returns for last two years to be submitted.	Please remove the sentence “The tenderers should submit upto-date/latest Income Tax Clearance Certificate” as there is no such clearance certificate issued by the Department. Thereby, Tender requires the Bidders to submit Copies of the Income tax returns	Agreed. Bidders to submit the latest income tax returns.
14	Instruction to Tenderers Clause No. 7 (B)(q)	21	Sub Clause (q) The bidder shall submit copy of valid GST Registration Certificate, PAN, EPF registration and ESI registration number.	Kindly note that EPF, ESI etc. are not applicable for the Tug crew as they are governed by MS Act. Therefore please clarify that the Contractor shall comply with laws as applicable and also there is no requirement of submission of such documents.	Bidders should comply with all laws as applicable as per statutory requirement governed by the State / Central Government of India.

15	Instruction to Tenderers Clause No. 10	22	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.	Please modify the words "same propulsion system" with "any of the acceptable propulsion system"	Agreed.
16	Instruction to Tenderers Clause No. 15	23	PERFORMANCE BOND/ PERFORMANCE GUARANTEE: The successful tenderer shall use the services of a Nationalized The amount of the bond shall be ten percent (10%) of annual contract value for a period of five years. Bank Guarantee may renewed every year for a period of five years with six months claim period. The successful tenderer and his approved surety shall execute a bond in the form set out in FIFTH SCHEDULE to be jointly and severally bound to the Board, in the sum described in accordance with the Contract	We request you to please confirm that the Performance Bank Guarantee shall be 10% of the Annual Contract Value and shall be initially issued for a period of one year with additional claim period of six month. Subsequently, the PBG shall be renewed year on year until the completion of the contract. Kindly confirm	Agreed.
17	Instruction to Tenderers Clause No. 17.2 &17.4	25	Clause 17.2 EXTENSION OF TIME Clause 17.4 DEFAULTS & TERMINATION	Please note that these clauses are not applicable for Marine contracts and are specific to Works contract. Kindly delete these clauses.	Standard clauses of the contract cannot be deleted.

18	FIFTHSCHEDULE - HIRE AGREEMENT	51	<p>FIFTHSCHEDULE - HIRE AGREEMENT</p> <p>b)Services outside of the Port limits shall be as determined by the Board, including towage and rescue operation as necessary (hereinafter called 'the said service').</p>	<p>(i) Please note that Tug would be manned as per the SMD issued by DG shipping for harbour operations whereas operation outside the Port limits demands additional sea going manning which is expensive and requires additional time to mobilize. We also bring to your attention that operation outside Port limits attracts additional insurance premium.</p> <p>In view of above, we request that all additional costs related to tug operation outside Port limits shall be compensated by the Port. Please confirm.</p> <p>(ii) We also request you to please take cognizance of the safe operating limits for the tug and capability of the crew while the tug is instructed to carry out emergency operations.</p> <p>(iii) We are of the opinion that salvage operations shall be kept out of the scope of the contractor as these are not salvage tugs. Any salvage to be attended case by case upon mutual agreement for the compensation and keeping in mind the capability of the Tug. Kindly confirm.</p>	The tug will be deployed within the Port limits.
19	THIRD SCHEDULE SECTION 2: SCOPE OF WORK:	34	<p>THIRD SCHEDULE SECTION 2: SCOPE OF WORK:</p> <p>b) All operational costs including wage, allowances, PF, victualling, insurance (personal, hull & machinery, protection & indemnity etc.) will be at owner's account. Statutory dues to be paid as applicable or else payments from bills to such extent shall be withheld.</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, Port had clarified in the one of the previous tug tender that "Statutory dues to be paid as applicable or else payments from bills to such extent shall be withheld."</p> <p>However, this clarification coexists with the original clause and hence ambiguity. Request clarification to be issued that Contractor shall comply with the laws, rules and regulation and statutory requirements as applicable.</p>	Reply same as at Sr. No.14

20	Instruction to Tenderers Clause No. 10	22	10. LIQUIDATED DAMAGES Replacement with similar/better tug is allowed during the tenure of the contract. THIRD SCHEDULE SECTION 2: SCOPE OF WORK:..... Replacement during the contract is not allowed. Only, in case of major breakdown of the tug, the Port may allow replacement with a tug of similar/ better specification.	We understand that replacement with similar/better tug is allowed during the tenure of the contract and prior commencement. We request you to amend the clauses suitably.	Agreed.
21	SECTION 3:OUTLINE SPECIFICATION	35	L.O.A : 35 meters plus or minus 5 meters is acceptable.	We bring to your attention that more than 35 meters will have issues related to close maneuvers.	LOA is acceptable upto 40 metres
22	SEVENTH SCHEDULE (4); Technical Specification of the Offered Tug; Clause No. 4	35 & 69	Year of Build : Copy of VRC, initial VRC if any & Builders certificate SECTION 3:OUTLINE SPECIFICATIONS Year of Built: Tug should not be more than 15years of age at the time of submission of bid. (Year of built to be determined based on month and year of built mentioned in class certificate of the tug.)	We understand that Bidder Class certificate to be submitted as proof of age. Please confirm.	Bidder to submit class certificate/ VRC /Builders certificate to claim the age of the tug in technical evaluation.
23	SECTION 3:OUTLINE SPECIFICATION S Bollard pull:	35	Bollard pull:Steady/sustained Bollard pull of not less than 50 Tons at100% MCR. Latest bollard pull certificate issued by any IACS members classification society to be enclosed along with the bid submission. The latest bollard pull test certificate shall not be more than six months old	We understand that a latest BP test certificate issued by Classification Society shall be submitted at the time of Bid submission for evaluation. However, at the time of delivery, the BP test certificate shall not be more than 6 months old. Kindly confirm.	The clause is amended as below. The latest bollard pull test certificate shall not be more than two years old at the time of submission of the bid. However the successful bidder shall perform bollard pull test at the time of delivery as desired by the Deputy Conservator.

24	SECTION 3:OUTLINE SPECIFICATION S	36	SECTION 3:OUTLINE SPECIFICATIONS Towing arrangement 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 adequate braking arrangement to withstand towing pull.	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: "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."	Tender conditions prevails.
25	SECTION 3:OUTLINE SPECIFICATION S Class	36	SECTION 3:OUTLINE SPECIFICATIONS Class Classification with any IACS members (ABS, IRS, BV etc) will be accepted. S.D. Circular – 2/2002 dated 08/11/2002 of Directorate General of Shipping is part of the tender. Enclosed in Seventh Schedule (1).	Please highlighted portion as follows: S.D. Circular – 2/2002 dated 08/11/2002 of Directorate General of Shipping and amendments thereto is part of the tender. Enclosed in Seventh Schedule (1).	Agreed.
26	SECTION 3:OUTLINE SPECIFICATION S Suitability	37	SECTION 3:OUTLINE SPECIFICATIONS Suitability Tug should have provision for handling deploy support facilities to rig /lay /put the Oil spill Response Boom around the vessel within the Port limits oil spill site and remove it after its operations.	We draw your attention that assisting in oil spill response is a specialized job and requires additional insurance cover on case to case basis. We request that all incidental costs for making a voyage to offshore oil spill site and insurance shall be borne and paid by the Port and consent of the Tug owner shall be obtained prior such deployments. Kindly confirm.	Tender conditions prevails.

27	Section 6 Indemnity	37	<p>The owner 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>GENERAL TERMS AND CONDITIONS OF TENDER Clause 27. INSURANCE: B)..... Standard insurance cover to cover all Port Risk. ... FIFTHSCHEDULE - HIRE AGREEMENT Sub clause (w) All necessary insurances to be taken in connection with the contract</p>	<p>We bring to your kind attention that the following standard insurance covers available to the Owner:</p> <p>a) Hull & Machinery (H&M) and war risk insurance coverage for the Tug 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> <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> <p>(ii) All Port Risk which is comprehensive insurance is not available to the contractor and can only be taken by the Port which is the facility owner. Hence, this requirement is to be deleted.</p>	<p>Standard insurance cover to cover all Port Risk. No specific requirement.</p>
28	FOURTH SCHEDULE, GENERAL TERMS AND CONDITIONS OF TENDER 3. TENDERS:	40	<p>a) Tenderers shall deliver their tenders to: THE DEPUTY CONSERVATOR,MORMUGAO PORT TRUST, HEADLAND - SADA, GOA 403804, in accordance with the following requirements: (i) Tenderers shall submit their tenders together with all accompanying documents. (ii) All the above documents shall be delivered at the above address before the stipulated time shown in the Tender notice.</p>	<p>We understand that apart from online submission, physical copies of the technical bid alongwith EMD are to be submitted prior to the last date and time of Bid submission. We understand that Price Bid is to be submitted online only. Kindly confirm.</p>	<p>Bids should be submitted online except for EMD in form of Bank Guarantee as hard copy is acceptable or any document requested by the tender authority.</p>

29	GENERAL TERMS AND CONDITIONS OF TENDER Clause 25. PENALTY:	45	<p>(b) If the contractor has not deployed the replacement tug within remaining downtime days from the time and date the offered tug become unavailable for use then below clause will apply.</p> <p>(c) If the tug is inoperative or unavailable or Contractor denies the use of tug, penalty will be levied from the time and date of such inoperation / unavailability as follows, in addition to non-payment of prorata hire charges from the time and date of such non-availability/ inoperation the penalty charge will be as follows.....</p>	<p>(i) We request that if the tug is not available for more than 12 consecutive days, the contractor is required to provide a replacement tug.</p> <p>(ii) We request modification in the clause as follows:</p> <p>(a) In case the offered Tug become un-available for operation, then a substitute tug with similar/ better specification and satisfying the age criteria stipulated under the tender shall be provided as a replacement by the contractor, at no extra charge to the Employer.</p> <p>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 inoperation / unavailability, in addition to non-payment of pro rata hire charges after adjusting available downtime/maintenance days:</p> <p>i. upto 7th day ----- 15% of hire charges per day prorata</p> <p>ii. From 8th to 15th day ----- 30% of hire charges per day prorata</p> <p>iii. From 16th onwards ----- 50% of hire charges per day prorata</p> <p>Kindly confirm.</p>	<p>The penalty clause no. 25 (c) is amended as below and other remaining penalty clause remains unchanged. (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 inoperation / unavailability as follows, in addition to non-payment of prorata hire charges from the time and date of such non-availability/ inoperation the penalty charge will be as follows:</p> <p>i. upto 12th day ----- 40% of hire charges per day prorata</p> <p>ii. From 13th to 15th day ----- 60% of hire charges per day prorata</p> <p>iii. From 16th onwards ----- 100% of hire charges per day prorata.</p>
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30	GENERAL TERMS AND CONDITIONS OF TENDER Clause 25. PENALTY:	45	GENERAL TERMS AND CONDITIONS OF TENDER Clause 25. 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. FIFTHSCHEDULE - HIRE AGREEMENT Sub clause (v) The Contractor is allowed paid maintenance period of 24hrs per month during the currency of the contract for upkeep of the tug. ...	We request that available maintenance days/ down time shall be allowed for repair, maintenance, surveys and dry-docking. If dry-docking period exceeds more than 12 days, the Contractor shall provide a substitute tug Please confirm.	Agreed.
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31	GENERAL TERMS AND CONDITIONS OF TENDER Clause 27. INSPECTION	46	<p>GENERAL TERMS AND CONDITIONS OF TENDER Clause 27. INSPECTION: Successful bidder will have to provide bollard pull test certificate for the tugs at interval not more than two and half years to the Deputy Conservator's Office at his own cost. 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 owner to get the Bollard test done irrespective of any time interval.</p> <p>FIFTHSCHEDULE - HIRE AGREEMENT Sub clause (I). 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.</p>	<p>As you are aware that the Bollard Pull Test has risks associated with it and tugs are known to have "girted" during the test. Therefore, we request you that only in case Port feels that there seem a deficiency in the services of a tug for a continuous basis, port may ask for a Bollard Pull Test.</p> <p>We request that all bollard pull tests or any survey 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. Please confirm.</p>	Tender condition prevails
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32	FIFTHSCHEDULE - HIRE AGREEMENT FUEL CONSUMPTION TEST	51	FIFTHSCHEDULE - HIRE AGREEMENT FUEL CONSUMPTION TESTAll such tests as above during the tenure of the contract will be carried out by the contractor at Board's cost and if consumption is found to be more than that indicated in the tender, then the cost shall be borne by the contractor. Full payment will be restored if and when the contractor brings back the consumption to the level specified in the tender and demonstrate the same at his cost.	Kindly delete this requirement as this clause contradicts previous clause (f) ii) Excess fuel consumption will be capped as per the quoted fuel consumption at 100% MCR. Please note that the clause (f) (ii) was clarified in response to the original clause namely fuel consumption test in the previous Tug tenders.	Tender conditions prevails.
33	FIFTHSCHEDULE - HIRE AGREEMENT Sub clause (o)	53	FIFTHSCHEDULE - HIRE AGREEMENT Sub clause (o) 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 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.	Your query is addressed at Clause no.17.4(b).
34	FIFTHSCHEDULE - HIRE AGREEMENT Sub clause (p)	53	FIFTHSCHEDULE - HIRE AGREEMENT Sub clause (p)..... 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	Please note that only Port's crew alone might not meet the manning requirement and therefore, request adequate time to be allowed to mobilize additional manning and to procure additional insurance and all such incidental cost shall be borne by the Port. Please confirm.	Tender conditions prevails.

35	FIFTHSCHEDULE - HIRE AGREEMENT Sub clause (r)	53	FIFTHSCHEDULE - HIRE AGREEMENT Sub clause (r) 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.	i) We wish to bring to your kind attention that the availability of specialized tug as required under this Tender in the spot market is rather scarce. The process of identifying suitable tug, securing approval from the Principal to release the tug, mobilization to Mormugao Port etc. requires considerable time period and hence, short time frame of seven (7) days as allowed under the tender would be practically inadequate to place a replacement tug. Therefore, we request that atleast 12 days for placement of substitute tug shall be provided to the contractor. Kindly confirm. (ii) 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 10% of the Annual Contract value in the form of PBG and the contract shall be terminated. Kindly confirm.	(i)Agreed. Port will give 12 days time for placement of substitute tug to the contractor. (ii) Port will recover all the additional cost related to replacement of the tug including forfeit of bank guarantee and application of the penalty.
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36	SEVENTH SCHEDULE (2), PROFORMA OF PRE CONTRACT INTEGRITY PACT clause no. 7 Fall clause	65	<p>7. Fall Clause</p> <p>The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.</p>	<p>We are of the opinion that the stated clause is not applicable to tenders for hiring of Tug boats and should be entirely removed for following reasons:</p> <p>1) No two Tug boats are similar – Technical Specification Specification of Tug boats such as year and place of building, Bollard pull capacity, speed, main engines & propulsion system, external fire-fighting capacity, towing arrangements etc. varies from one Tug boat to. Since the cost of acquisition of Tug boats is primarily dependent on the specification of Tug boat, the cost of acquisition differs and thus, daily charter hire for Tug boats will not be same for all tug boats.</p> <p>2) Time of acquisition of Tug boats – Demand & Supply Major Ports provide a short delivery period which forces the Bidders to depend on the second hand International Sale & Purchase Market to source these Tug boats. While availability of Tug boats is limited, finding a Tug boat of exact match of Port's requirement is even difficult. Unpredictable demand & supply situation in the International Market drives the cost of acquisition of Tug boats and thereby, the price quoted by the bidder reflects the prevailing market scenario at the time of that particular tender floated by a Major Port. Therefore comparing charter rate offered by a service provider at one Port to another Port is misleading and unjustified.</p> <p>3) Time of acquisition of Tug boats – Forex Fluctuations Since most of these high capacity Tug boats are imported from International Market, the fluctuation of Indian Rupee against Major currencies plays a pivotal role in determining the Capital cost of these tug boats in Rupee terms and thus charter rate. In recent times, the</p>	Tender conditions prevails.
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37	INSTRUCTIONS TO TENDERERS; Clause No. 17; Application of Law and Arbitration	23	<p>INSTRUCTIONS TO TENDERERS; Clause No. 17; Application of Law and Arbitration</p> <p>17.1. SETTLEMENT OF DISPUTES</p> <p>(i) 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 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 60days 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>We have summarized our concerns with the said clause as under:</p> <p>(i) This clause is in contradiction with clause 17.3 ARBITRATION that sets out the procedure for dispute resolution in accordance with the statute and clause 20 Amicable Settlement prior to commencement of arbitration.</p> <p>(ii) Without prejudice to the above, the procedure set out in the clause 17.1 is very lengthy and time consuming.</p> <p>(iii) Further, in the event of dispute between Deputy Conservator and the contractor, the Deputy Conservator/ Chairman 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 17.3 read with clause 20 Amicable Settlement.</p>	Tender conditions prevails.
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38	INSTRUCTIONS TO TENDERERS; Clause No. 17.3 ARBITRATION	25	<p>INSTRUCTIONS TO TENDERERS; Clause No. 17; Application of Law and Arbitration</p> <p>17.3 ARBITRATION</p> <p>Disputes if any, between MPT and the Contractor 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 (Amendment) Act, 2015 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 panel of two arbitrators, of which one to be appointed by MPT and other by the Contractor. 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.</p>	<p>We have summarized our concerns with the said clause as under:</p> <p>(i) 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>(ii) There cannot be a panel of even number of arbitrators.</p> <p>(iii) The venue of arbitration should be a neutral place.</p> <p>(iv) 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 during the currency of the Contract or after the completion of the work or abandonment thereof shall be settled in accordance with the Indian Arbitration & Conciliation (Amendment) Act, 2015 1996 as amended from time to time 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 appointed by the High Court of Bombay at Goa panel of two arbitrators, of which one to be appointed by MPT and other by the Contractor. 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 Bombay at Goa.</p>	Tender conditions prevails.
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39	INSTRUCTIONS TO TENDERERS; Clause No. 10; Liquidated Damages	22	INSTRUCTIONS TO TENDERERS; Clause No. 10; Liquidated Damages If the Tug is not delivered for operation within 75 days from the date of issue of Letter of Acceptance, the contract will be liable for termination and EMD/Bank Guarantee forfeited after 75 days (60+15) from the date of issue of Letter of Acceptance. However, Port reserve the absolute right for further extension of time for supply of tugs subject to payment of L.D. of 50,000/- per day per tug by the contractor.	We draw your attention that delivery period is a key term of the Tender based on which a bidder decides to participate in the tender or not. If the Port has a discretionary power to allow late deliveries, then bidder may speculate basis Port will allow or not and may lead to performance failures, retendering etc .post award of the contract. In view of the above, a clear and fixed delivery period shall be stipulated as is the practice in all the other Major Ports. We request that the highlighted sentence may be deleted. Kindly note the above request was accepted in the previous Tug tender.	Tender conditions prevails.
40	FOURTH SCHEDULE; Clause No. 28; Insurance:	46	FOURTH SCHEDULE; Clause No. 28; Insurance: 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..... FIFTH SCHEDULE; Specimen Bank Guarantee for Performance Guarantee Bank Guarantee Bond to be issued by nationalized banks only	We wish to state that as per recent Industry practices, Tug owner covers 4/4 collision and ITC-Port Risk extension with P&I insurance club which is better placed to address these claims. Trust this is acceptable to you.	Agreed.
41	FIFTH SCHEDULE	50	FIFTH SCHEDULE; Specimen Bank Guarantee for Performance Guarantee Bank Guarantee Bond to be issued by nationalized banks only	We understand that BGs to be issued by a Scheduled Bank / Nationalised Bank. Kindly clarify.	Agreed.

42	FIFTH SCHEDULE	50	FIFTH SCHEDULE; Specimen Bank Guarantee for EMD	<p>We wish to bring to your kind attention that our principal Banker SBI has been insisting for addition of the below mentioned clause in all of their Bank Guarantees :</p> <p>“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 request your acceptance to this clause.</p>	Agreed.
43	FIFTH SCHEDULE;	50	FIFTH SCHEDULE; Specimen Bank Guarantee for EMD	<p>We wish to bring to your kind attention that our principal Banker SBI has been insisting for addition of the below mentioned clause in all of their Bank Guarantees :</p> <p>“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>	Agreed.
44	FIFTH SCHEDULE		Additional Clauses to be included as per Standard Tug contract	<p>We request that the overall liability of the Contractor shall be restricted to the performance Security of 10% of the annual contract value provided under the contract.</p> <p>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 therefrom. Kindly confirm</p>	Tender condition prevails

45	Instruction to tenderer Clause No. 5.2	12	To claim EMD exemption of the tenderers are required to produce an attested copy of the registration Certificate issued in the name of the firm who will submit the tender document. The exemption from the payment of EMD will be allowed only if similar work of the tender match with the enlistment statement shown in the Certificate issued by SSI/MSME/NSIC or any empowered Central/State Govt. Authority. No claims for exemption without the details stipulated above will be considered. The SSI/MSME/NSIC or any empowered Central/State Govt. Authority or any empowered Central/State Govt. Authority registration Certificate shall be submitted in electronic format (by scanning) while uploading the bid.	Kindly confirm company register under micro and small enterprises are exempted from Tender Cost.	MSME registered companies are not exempted from Tender fees (cost). Only EMD can be considered for Exemption.
46	Instruction to tenderer Clause No. 5.2	12	Same as above	Kindly confirm company registered under micro and small enterprises are given relaxation of prior experience and prior turnover as per para 16 of public procurement policy for micro and small enterprises order 2012 mentioned in policy circular no 1(2)(1)/2016-MS dated 10.03.2016 and what is the relaxation given for above tender. Also refer the regulation guideline issued by MSME (copy attached below) kindly confirm the relaxation prior turnover and prior experience is accepted. If not kindly explain the reason for violation of these guideline. Which is been asked by MSME Department.	Relaxation of prior experience and prior turnover will be considered as as per Government of India notification. The slab for prior turnover will be considered 15% as against 30%.
47	NOTICE INVITING ONLINE TENDERS & clause no.7 MEC	5 & 13	NIOT, Qualifying Criteria : PRE-QUALIFICATION CRITERIA / BIDDING CONDITION	Kindly confirm the experience of minimum period of 3 Years mentioned in MEC weather this 3 years should be continues or in part.	Port will consider the work carried out and completed in one single work.

48	NOTICE INVITING ONLINE TENDERS & clause no.7	5 & 13	NIOT, Qualifying Criteria : PRE-QUALIFICATION CRITERIA / BIDDING CONDITION	Kindly confirm ownership of Tug for last 3 years is acceptable as experience.	Tender conditions prevails.
49	NOTICE INVITING ONLINE TENDERS & clause no.7	5 & 13	NIOT, Qualifying Criteria : PRE-QUALIFICATION CRITERIA / BIDDING CONDITION	Kindly confirm if the experience certificate is not issued from employer then is the TDS Certificate, Work order & accepted Invoices can be counted as experience.	Agreed. In case no work completion certificate issued than TDS certificate, work orders copy, invoices copies can be considered to claim work experience.
50	Instuction to tenderers clause no.7.(A)(3) Minimum Eligibility Criteria	12	"The Tenderer shall possess a tug by absolute ownership or a legally enforceable agreement for Charter/lease to be submitted at the time of bid submission and not on the date of opening the price bid".	MOA/MOU, commitment letter with respect to purchase of required Tug without mentioning name of the Tug.	In addition to the existing clause the following amendment to the clause as given below. If the bidder does not own the tug than bidder should have a letter of authority from the owner of the tug for purchase /lease of the tug whereby bidder intends to deploy in the Port of Mormugao, Mormugao Port Trust, Goa, India for the entire duration of the contract period. In case the vessel is still in building stage than yard No./Hull No. with vessel details may be provided. The relevant statutory certificates of such new Tug being built to be submitted before the deployment of the Tug.
51	Seventh schedule(1)	56	Guidelines for grant of licence to foregin flag vessel	Kindly confirm if the Tug is registered in foreign flag is it acceptable in this bid.	Tender condition prevails
52			Additional clause	Kindly confirm during the contract period if any foreign material is fouling / objecting the ship's hull / propeller. Then the cleaning/ removing cost including downtime should be borne by port.	Port will not take any responsibilty towards such act.

53	Fifth Schedule Hire agreement clause no.(v)	53	The Contractor is allowed paid maintenance period of 24hrs per month during the currency of the contract for upkeep of the tug. The full one-year's Maintenance period will be credited at the beginning of each contractual year. The monthly repair and maintenance day can be carried forward to the subsequent months for a maximum period of twelve (12) 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.	Maintenance period during the contract should be mentioned per month and can be allow take cumulatively.	Your query is addressed at Clause no. v of the hire agreement.
54	NOTICE INVITING ONLINE TENDERS & clause no.7 MEC	5 & 13	NIOT, Qualifying Criteria : PRE-QUALIFICATION CRITERIA / BIDDING CONDITION	Kindly confirm ongoing contract will be considered as full value to Minimum eligibility criteria.	In addition to completed works also ongoing works will be considered.
55	Third schedule Section 3 Outline specifications Bollard Pull	35	Steady/sustained Bollard pull of not less than 50 Tons at100% MCR. Latest bollard pull certificate issued by any IACS members classification society to be enclosed along with the bid submission. The latest bollard pull test certificate shall not be more than six months old.	If the bollard pull certificate of the Tug is older than 6 months but not more than 2 years can this be considered for technical evaluation against undertaking for conducting fresh bollard pull test prior deployment of tug is contract is awarded.	Reply same as at Sr. No.23

56	Instruction to Tenderers Clause No. 7 (B)(m)	20	m) Bank Solvency Certificate from any Nationalised Bank/ Scheduled Bank (except Co-operative Bank). Required to submit latest Bank Solvency Certificate addressed to FA&CAO, Mormugao Port Trust, for an amount of not less than Rs. 7.12 Crores (Rupees Seven Crores Twelve Lakhs Only).	If the company is meeting with Bank solvency of upto Rs 3 Cr can they be acceptable to participate in the bid against Rs 7 .12 Cr.	Bank solvency Clause stands deleted.
57	Instruction to Tenderers Clause No. 7 (B)(f)(iv)(j)(II)	17	The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at MEC or in case of consortium at least one member should satisfy the MEC conditions.	If two companies registered under MSME forms JV is the combine financial turnover and combine experience can be counted towards qualification.	The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at MEC or in case of consortium at least one member should satisfy the MEC conditions.
58			Additional Clauses	Kindly confirm if the previous contracts ranging from 2 Cr to 5 Cr and cumulatively competing more than 10 Cr this can be acceptable towards MEC.	The clubbing two different work orders to gain experience through MEC is not acceptable.
59	Third Schedule SECTION 4:PERIOD OF HIRE	37	SECTION 4:PERIOD OF HIRE: The contract will be for 05(FIVE) years from the date of commencement of contract.	Please confirm can you reduce the period of charter hire to three years instead of five years contract.	Your request for the reduction of hire period can be considered to three years. The clause stand amended as below. The contract will be for 03 (Three) years from the date of commencement of contract.

60	NOTICE INVITING ONLINE TENDERS & Instruction to Tenderers Clause No. 7 (A)	5 & 13	<p>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</p> <p>2. Bidder should have experience and successfully completed similar works i.e. owning/operating and/or manning Harbour tugs/Supply vessels /Anchor handling Tugs/Ocean going tugs for minimum period of 3 years during last 7 years ending 31st May, 2019 as follows:</p> <p>A) Three completed works under each work order costing not less than Rs. 9.49 Crores each (or)</p> <p>B) Two completed works under each work order costing not less than Rs. 14.24 Crores (or)</p> <p>C) One completed works under each work order costing not less than Rs. 18.98 Crores.</p>	<p>Kindly confirm the experience of minimum period of 3 Years mentioned in MEC , can you reduce upto 1 years instead of 3 years experience .</p>	<p>The clause is amended as below.</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 ending 31st May, 2019</p>
61	Instruction to Tenderers Clause No. 7 (B)(m)	20	<p>m) Bank Solvency Certificate from any Nationalised Bank/ Scheduled Bank (except Co-operative Bank). Required to submit latest Bank Solvency Certificate addressed to FA&CAO, Mormugao Port Trust, for an amount of not less than Rs. 7.12 Crores (Rupees Seven Crores Twelve Lakhs Only).</p>	<p>If the company is meeting with Bank solvency of upto Rs 2.00Cr can they be acceptable to participate in the bid against Rs 7 .12 Cr.</p>	<p>Bank solvency Clause stands deleted.</p>

62	NOTICE INVITING ONLINE TENDERS & Instruction to Tenderers Clause No. 7 (A)	5 & 13	<p>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</p> <p>1. The Bidder should having Average Annual Financial Turnover during the last Three (3) years ending 31st March 2019 should be at least Rs. 7,11,75,000/-. Auditors report in original certified by CA or statutory auditors, for the years 2016-17, 2017-18 and 2018-19 including relevant P/L, a/c and balance sheet.</p> <p>2. Bidder should have experience and successfully completed similar works i.e. owning/operating and/or manning Harbour tugs/Supply vessels /Anchor handling Tugs/Ocean going tugs for minimum period of 3 years during last 7 years ending 31st May, 2019 as follows:</p> <p>A) Three completed works under each work order costing not less than Rs. 9.49 Crores each (or)</p> <p>B) Two completed works under each work order costing not less than Rs. 14.24 Crores (or)</p> <p>C) One completed works under each work order costing not less than Rs. 18.98 Crores.</p>	<p>Kindly confirm pre turnover & pre experience for the said tender can be considered for only one year turnover & only one year experience mention in MEC towards qualification of tenderer.</p>	<p>The prequalification criteria /Minimum Eligibility criteria (MEC) is amended as given below.</p> <p>1. The Bidder should have Average Annual Financial Turnover during the last Three (3) years ending 31st March 2018 should be at least Rs. 4.27 Crores. Auditors report in original certified by CA or statutory auditors, for the years 2015-16, 2016-17 and 2017-18 including relevant P/L, a/c and balance sheet.</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 ending 31st May, 2019 as follows:</p> <p>i. Three similar completed works costing not less than Rs. 5.69 Crores each (or)</p> <p>ii. Two similar completed works costing not less than Rs. 8.54 Crores each (or)</p> <p>iii. One similar completed work costing not less than Rs. 11.38 Crores.</p>
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			Note: Copies of the work order with completion certificate and incase 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 similar works i.e. owning and operating Harbour tugs/Supply vessels /Anchor handling Tugs/Oceangoing tugs for minimum period of 03 (three) years during last 7 years ending 31st May, 2019.	Kindly confirm pre turnover & pre experience for the said tender can be considered for only one year turnover & only one year experience mention in MEC towards qualification of tenderer.	Note: Copies of the work order with completion certificate and incase 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 similar works i.e. owning/operating and/or manning Harbour tugs/Supply vessels /Anchor handling Tugs/Ocean going tugs during last 7 years ending 31st May, 2019. Incase no work completion certificate issued than TDS certificate, work orders copy, invoices copies can be considered to claim work experience.
63	Third schedule Section 2 Scope of work	35	Tug should not be more than 15 years of age at the time of submission of bid. (Year of built to be determined based on month and year of built mentioned in class certificate of the tug.)	This is to inform you that we M/s Shree Laxmi Enterprises would like to participate in tug tender for 5 years in Goa port for harbor operation. Also please note that our tug "Anasuya" Bollard pull 48.4 T is 21 years old & well maintained. The main intension to offer our tug to port is that we can also participate to run MPT economically without much expenses. We will offer our tug to MPT on Low and best rate which will be economic for Goa Port Trust where as other tugs will be offered to MPT on higher rates. We are Humbly requesting to you kindly allow us also to participate in tender for tug to operate in Goa port for harbour operation.	Tender condition prevails.
64	Second Schedule (Price bid)	32	Price Bid 1. QUOTATION OF PRICE: Price as per contract and specifications exclusive of GST for the contract period of five years. 2. CONDITIONS: a) Tenderer should quote only one rate for initial five (05) years.	Amendment to price bid	1. QUOTATION OF PRICE: Price as per contract and specifications exclusive of GST for the contract period of three years. 2. CONDITIONS: a) Tenderer should quote only one rate for initial three (03) years.

65	NOIT Instruction to Tenderers Clause No.5. EARNEST MONEY DEPOSIT (EMD)	6 & 11	5. EARNEST MONEY DEPOSIT (EMD) 5.1. The Bidder shall furnish an EMD of Rs. 23,72,500/-, without EMD the tender shall be treated invalid.....		The EMD amount amended as given below in view of reduction of contract period from five years to three years. "The Bidder shall furnish an EMD of Rs. 14,23,500/-, without EMD the tender shall be treated invalid....."
NOTE : PLEASE NOTE THAT DATE AND TIME OF SUBMISSION OF TENDER HAS BEEN FIXED ON 10th JULY, 2019 AT 1100 HRS AND BID OPENING DATE ON 11TH JULY 2019 AT 1130HRS					