

e-TENDER NO.DC/O(17)/2017/6

e-TENDER FOR SUPPLY, MANNING, OPERATION AND MAINTENANCE OF ONE NUMBER PILOT LAUNCH WITH STEEL / FRP HULL ON HIRE BASIS TO MORMUGAO PORT TRUST CLARIFICATIONS TO QUERIES RAISED BY PROSPECTIVE BIDDERS DURING PREBID MEETING HELD ON 03.08.2017 AT 1100HRS IN DY CONSERVATOR, CONFERENCE ROOM, MORMUGAO PORT TRUST, HEADLAND SADA GOA

SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
1	SECTION-3 GENERAL CONDITIONS OF CONTRACT Clause No 3.17 PERFORMANCE GUARANTEE/SECURITY DEPOSIT	27	The successful Tenderer will be required to submit a Performance Guarantee Bond, within 15 days from the date of issue of Letter of Acceptance, in the form of a bank guarantee issued by a scheduled bank to guarantee fulfillment of performance and obligations of the contract. The value of bank guarantee shall be ten percent (10%) of one year's contract value. This performance guarantee bond shall remain valid till 90 (ninety) days from the date of the expiry of the contract period. The bank guarantee shall be furnished on a stamp paper as per Appendix given in the Tender Document. In the event of the Contractor failing to honour any of the commitments entered into under this Agreement, Employer shall have unconditional option under the Guarantee to invoke the said Bank Guarantee and to claim the amount from the bank. The bank shall be obliged to make payment to EMPLOYER upon demand.	Security Deposit for 1 years contract value shall be given which will be valid till 90days from the date of expiry. This B.G. will be revalidated every year before the expiry time.	Performance Bank Guarantee shall be 10% of the Annual Contract Value. The BG shall be valid for a minimum period of two years and renewed at least 3 months prior to its expiry during the currency of the contract. It will be the responsibility of the bidder to ensure that the BG remains valid throughout the contract period and a further period of six months beyond the completion of contract.

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2	SECTION-3 GENERAL CONDITIONS OF CONTRACT Clause No 3.19.2. Delivery Period	28	For newly constructed Boat: Within 8 (Eight) months from the date of issuance of Letter of Acceptance (LOA) by the Employer.	Request you to allow minimum 10 months delivery period from the issuance of LOI as it is M.S. registered / class vessel and requires time for drawing approval and registering formalities especially with MMD.	For newly constructed Boat: Within 10 (Ten) months from the date of issuance of Letter of Acceptance (LOA) by the Employer.
3	SECTION-3 GENERAL CONDITIONS OF CONTRACT Clause No 3.25.7 Termination of contract	30	EMPLOYER reserves the right to terminate the contract without assigning any reason by giving 180 days notice in writing by fax / Registered post to the Contractor. Contractor may terminate the contract by giving at least 180 days notice.	The clause for termination of contract by the employer should be withdrawn as the vessel shall be custom built for MPT and there cannot be any other employment for the vessel if released by MPT for no fault of the Contractor. However MPT may terminate the contract if reason attributable to the contractor.	The clause no.3.25 of the bid document has been revised and added as addendum to the tender as Annex-I. The clause no.3.13 Settlement of disputes has been revised and added as addendum to the tender as Annex-I.
4	Section 2 INSTRUCTION TO TENDERERS (ITT) Test of responsiveness Clause no.2.14.3	17	2.14.3. Tender cost of Rs 5,000/- has been remitted through e-payment or DD only.	We had paid tender cost of Rs.5000/- for the earlier similar tender which you have discharged for reasons best known to you and therefore request you to exempt all parties who had participated in the earlier tender from payment of tender cost.	Since this is a fresh tender, your request cannot be acceded.
5				Request for small room on payment basis be allowed by MPT for resting of crew and crew change.	Request may be considered subject availability of space. However it is made clear that crew on duty should be posted on the pilot launch and not to use this room during working hours.

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6	SECTION-3 GENERAL CONDITIONS OF CONTRACT Clause No 3.40 Access to Port Area	35	The gate entry pass for inspection for the purpose of making the offer or for the execution of work for successful Tenderer. The Tenderer shall contact the Deputy Conversator, Marine Dept.,First Floor, Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804. Phone :0832- 2594801 Email : dc@mptgoa.com .The gate entry pass shall be on chargeable basis as per Port's Scale of Rates.	Request for dock gate entry pass to be provided free of charge for the vessel crew and one supervisor	Dock gate entry passes will be provided free of cost for the vessel crew and one supervisor during the contract period.
7	Section 2.9 INSTRUCTION TO TENDERERS (ITT) MinimumEligibility Criteria (MEC) Clause no.2.6	29	2.6.2. The Bidder should have experience of having successfully completed supplying, manning, operation and maintenance during the last 7 years upto 30.06.2017 of: 1. pilot boat under MS Act, or 2. crew boat under MS Act, or 3. Harbour tug under MS Act in any of the thirteen (13) Major Port Trusts of India and shall have executed the following: a) Three similar completed works costing not less than Rs.2.936 Cr. each or b) Two similar completed works costing not less than Rs.4.404Cr.each or c) One similar completed work costing not less than Rupees 5.872 Cr	Kindly incorporate in the tender documents that any experiences submitted to meet MEC as mentioned in your clause 2.6 should be substantiated with Chartered Accountants certificate on bills raised and payment received including TDS documents or the pilot boat, crew boat, and Harbour tug registered under M.S.Act should be supplied, manned, operated and maintained with any State or Central Government undertaking only. This will cause transparency in the tender.	The Bidder should have experience of having successfully completed supplying, manning, operation and maintenance during the last 7 years upto 30.06.2017 of: 1. pilot boat under MS Act/RSV Class IV, or 2. crew boat under MS Act/RSV Class IV, or 3. Barges should be owned, manned and operated under IV act or 4. Harbour tug under MS Act/RSV Class IV in any of Port of India and shall have executed the following: a) Three similar completed works costing not less than Rs.2.936 Cr. each or b) Two similar completed works costing not less than Rs.4.404Cr.each or c) One similar completed work costing not less than Rupees 5.872 Cr

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8	SECTION-3 GENERAL CONDITIONS OF CONTRACT Clause No 3.19.2. Delivery Period	28	For newly constructed Boat: Within 8 (Eight) months from the date of issuance of Letter of Acceptance (LOA) by the Employer.	We request you to allow delivery period of minimum 12 months instead of 8 months as mentioned in clause 3.19	For newly constructed Boat: Within 10 (Ten) months from the date of issuance of Letter of Acceptance (LOA) by the Employer.
9				Kindly let us know the estimated cost of the work for 7years.	Estimated cost of the work is Rs.7.34Cr. For period of seven years.
10	Section 2 INSTRUCTION TO TENDERERS (ITT) MinimumEligibility Criteria (MEC) Clause no.2.6.5	14	The Bidder must be an ISO Certified firm and should possess a valid ISO Certificate as on 30.06.2017 issued by any member of IACS or Reputed Certification Bodies who have accreditation with NABCB, India or any other Accreditation Bodies. (Furnish copy of ISO Certificate issued by the Certification Body).	The reason why the port is insisting that the bidder must be an ISO certified firm.	Tender condition prevails.
11	Section-4 Scope of work clause no. 10& 11	36	10) Classification: Built and maintained under IRS or any IACS member 11) Registration: M.S Act.	When the vessel is working within port limit, what the vessel has to be registered under M.S. Act and classed under IRS/IACS.	During the monsoon the Inland Vessel limit ends at breakwater and port limit are 12 nautical miles beyond the breakwater. Therefore, need for the pilot launch to be RSV class-IV craft.
12	Section 2 INSTRUCTION TO TENDERERS (ITT) MinimumEligibility Criteria (MEC) Clause no.2.6.4 (iv)(l)(f)	10	Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.	If the Consortium partner is not holding the major stake will the same be acceptable.	The consortium partner with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.

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13	Section-4 Scope of work clause no. 8	36	Construction: Steel / FRP hull with ship building quality with international colour coding of Red hull and white FRP/Aluminum superstructure with 'PILOT' painted on the superstructure. The fendering should be adequate to meet the standard shipping requirements. There should be adequate deck space for pilots to board and disembark ships.	The requirement of launch with only steel or FRP hull is highly restrictive since the final evaluation of the tender will be on the basis of fuel consumption of the launch along with the hire charges. The launch with steel hull out of contention vis a vis FRP hull as the powering requirements (hence the fuel consumption) for steel hull are always higher than for FRP hull. So it is humble request to you to amend the tender and include aluminium also as material for the hull of the launch along with Steel/FRP.	Agreed. Aluminium hull is acceptable, subject to the contractor showing capability for carrying out any aluminium repairs and maintenance with minimum downtime.

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14	SECTION-3 GENERAL CONDITIONS OF CONTRACT Clause No 3.2.1 LIQUIDATED DAMAGES	28	Except as provided under GCC Clause 3.21 (Force Majeure) and Clause 3.22 (Extension of delivery Period), if the Contractor fails to deliver the offered Launch/ substituted Launch in all respects within 15 (fifteen) months from the date of issuance of Letter of Acceptance (LOA) by the Employer in the case of newly constructed boat and within 6 (six) months from the date of issuance of Letter of Acceptance (LOA) by the Employer in the case of readily available boat, the Employer may without prejudice to all its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to Rs. 40,000/- per day until actual delivery or performance upto a maximum period of 15 days, after which the Contract shall be liable to be terminated pursuant to Clause 3.25 (Termination of Contract) and Performance Guarantee forfeited.		Clause No.3.2.1 stands revised as given below: Except as provided under GCC Clause 3.21 (Force Majeure) and Clause 3.22 (Extension of delivery Period), if the Contractor fails to deliver the offered Launch/ substituted Launch in all respects within 10 (ten) months from the date of issuance of Letter of Acceptance (LOA) by the Employer in the case of newly constructed boat and within 2 (two) months from the date of issuance of Letter of Acceptance (LOA) by the Employer in the case of readily available boat, the Employer may without prejudice to all its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to Rs. 40,000/- per day until actual delivery or performance upto a maximum period of 12 days, after which the Contract shall be liable to be terminated pursuant to Clause 3.25 (Termination of Contract) and Performance Guarantee forfeited.

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15	Section 2.6.3 INSTRUCTION TO TENDERERS (ITT) Minimum Eligibility Criteria (MEC) Clause no.2.6.3	29	'SIMILAR' Works – means “Supplying, manning, operation and maintenance of 1. pilot boat under MS Act, or 2. crew boat under MS Act, or 3. Harbour tug under MS Act in any of the thirteen (13) Major Port Trusts of India.	The Query refers to Tender Document clause no:2.6 relating to MEC“SIMILAR WORKS MEANING" We wish to inform you that we are Barge/Tug Operators and owners operating in Mumbai Port for Last many years. We do have in house Technical Team , Operation Team and in house Manning team which Look after the maintenance/operation/ Manning aspects of the Barges/Tugs. All our Barges are Self Propelled Double Hull Oil Tanker Barges operating in Mumbai Harbour under IV act. More recently we have participated in a similar tender in JNPT for security launch and they have accepted our request to include our experience for owning , manning and operating IV barges and tugs Hence We request you to consider our Experience based on barges and tugs in terms of “Similar Works" of Tugs/offshore vessels/Launches/including its manning, operation and maintenance in the Tender Document.	Reply same as at Sr. No.7.
16	SECTION-3 GENERAL CONDITIONS OF CONTRACT Clause No 3.6 Income tax	24	Deduction of Income Tax or other applicable taxes shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act or other acts as prevalent at the time of releasing payment..	TDS to be deducted as per letter submitted to MPT, Goa from Income Tax authorities or under hiring of equipment which is presently 2%.	Tender condition prevails.

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17	Section-4 Scope of work clause no. 6	36	Max persons on board to be 10 including max 5 pilots	Safe Manning of MS class vessel will have minimum manning requirement for 7 persons. Due to which, only 3 pilots can be accommodated. Request pilot accommodation nos to be amended accordingly.	Minimum 13 persons on board including 7 crew members. However contractor shall pursue with DG Shipping for reduction in manning.
<p>NOTE : PLEASE NOTE THAT DATE AND TIME OF SUBMISSION OF TENDER HAS BEEN EXTENDED TO 31/08/2017 AT 1030 HRS AND BIDS WILL BE OPENED ON 31.08.2017 AT 1100HRS.</p>					