

e-TENDER NO.DC/O(17)/2017/7

**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 07 YEARS TO MORMUGAO PORT TRUST CLARIFICATIONS TO QUERIES RAISED BY PROSPECTIVE BIDDERS DURING PREBID MEETING HELD ON 08.08.2017 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	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".	If bidder does not own the tug, Bidder willsubmit an MOU or Letter of Support from existing owner of the tug for hiring /purchasing the tug for the subject project, if he is successful bidder. Kindly confirm.	Tender condition prevails.
2	Instuction to tenderers clause no.7 ( B) (k)Test of responsiveness	19	Technical specifications, drawings and other information pertaining to the tug to be offered on hire to Mormugao Port Trust should be submitted along with the tender. Attested copies of all class certificates, shop trial reports of machineries, builders certificate, statutory certificates issued by authorities, Certificate of Registry duly notarized, GA plan, applicable technical drawings, literature and detailed descriptions of the tug offered, other certificate needed for port operation, work procedure, schedules and periodic maintenance records should be submitted. Name of the tug to be disclosed.	If bidder offering a new built tug – certificates will be submitted at later stage & a confirmation letter from class may be submitted in this regard confirming that construction of the Tug has been completed & will be issued the certificates immediately upon owners request. Kindly confirm the above.	Tender condition prevails. Keeping in view in the meeting schedule of supply as per the tender condition.

3	Third schedule Section 2 (c) Scope of work	31	c) The offered tug shall only be deployed by successful bidder. Repairs, survey and other requirements to keep the tug operational will be at owner's account and during the absence of the tug from duty or inability of the tug to perform its duties for these or any other reasons, will result in loss of hire for the period at pro-rata basis. 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. However, absence from duty resulting from instruction of the Deputy Conservator or his representative(s) shall not require such replacement.	As per page no. 19 of 86 clause k & l. "But on award of contract, the tenderer must supply the tug with specifications quoted for or of better specifications at the quoted price". Replacement of tug with same specifications or better specifications is allowed. Kindly retain this clause & amend the clause (c) referred in query.	Tender condition prevails. However, the last sentence namely ' <i>However, absence from duty resulting from instruction of the Deputy Conservator or his representative(s) shall not require such replacement</i> ' stands deleted.
4	Third schedule Section 3(c) outline specifications	33	Class - Indian Register of shipping (IRS).	All major ports are calling tenders for Tugs with classification with any IACS member (ABS, IRS, BV etc.). Port trust to look in to the above clause and amend the class requirement to any IACS member	Agreed. Classification with any IACS member will be accepted.
5	Third schedule Section 8 Date of Commencement	35	Date of Commencement – The tug has to report at Mormugao Port within 60 (Sixty) days from the date of signing of hire agreement.	Kindly advise the tentative date of contract commencement.	Tender condition prevails. Tentative date of contract commencement will be 10th November, 2017.

6	Fifth schedule Hire agreement clause no.(v)	52	<p>v) 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 Page 52 of 86 DC, before laying up the tug to carry out any maintenance work (i.e. work /repairs includes dry docking / hull inspection and survey</p>	<p>In addition to the paid maintenance allowance – kindly allow 15 days allowance for the statutory dry-docking of the tug.</p>	<p>Tender condition prevails. The request for additional 15 days allowance cannot be acceded.</p>
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7	NOTICE INVITING ONLINE TENDERS; Security Deposit	4 21 24 40 47	<p>NOTICE INVITING ONLINE TENDERS; Security Deposit 10% of the contract value in the form Bank Guarantee issued by a Nationalised Bank / Scheduled Bank except Co-operative Bank having its Branch at Vasco-da-Gama or Mormugao, Goa.</p> <p>INSTRUCTIONS TO TENDERERS; Clause No. 15; Performance Bank Guarantee .....The amount of the bond shall be ten percent (10%) of annual contract value for a period of seven years. Bank Guarantee may renewed every year for a period of seven years with three months claim period.....</p> <p>FIRST SCHEDULE; (A) Tenderer's Undertaking; Point No. 3 .....a Bank Guarantee issued by a Nationalized Bank in the sum of ten percent (10%) of the annual value of the contract for 07 (Seven) years to be held by the Board as security for the due performance of our obligations under the contract. This guarantee shall be valid for a further period of one (01) month after the expiry of the contract.</p> <p>FOURTH SCHEDULE; Clause No. 16; Performance Bond/ Performance Guarantee .....The amount of the bond shall be ten percent (10%) of annual contract value for a period of seven years. Bank Guarantee may renewed every year for a period of seven years with three months claim period.....</p>	<p>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 One month. Subsequently, the PBG shall be renewed year on year until the completion of the contract.</p> <p>Please amend the relevant clauses in the tender suitably.</p>	<p>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.</p>
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8	NOTICE INVITING ONLINE TENDERS; Commencement Period & INSTRUCTIONS TO TENDERERS; Clause No. 10;	5 & 20	NOTICE INVITING ONLINE TENDERS; Commencement Period: Within 60 days from signing of the Agreement. INSTRUCTIONS TO TENDERERS; Clause No. 10; Liquidated Damages The tug shall be delivered within 60 days from the date of issue of Letter of Acceptance in sea worthy and efficient condition.....	We request you to please confirm that the contract shall commence within <u>60 days from signing of the Hire Agreement.</u>	The tenderer shall deliver the tug within 60 days from the date of signing of hire agreement.
9	NOTICE INVITING ONLINE TENDERS; Online documents & INSTRUCTIONS FOR ONLINE BID SUBMISSION; Clause No. 11	5 & 6	NOTICE INVITING ONLINE TENDERS; Online documents required to be submitted by scanning a) EMD in the form of online through e-payment. INSTRUCTIONS FOR ONLINE BID SUBMISSION; Clause No. 11 .....the EMD shall be paid through e-payment mode, for amount Rs.10.00 lakhs or EMD shall be in the form of DD or Bank Guarantee.....	(1) We understand EMD can be submitted in following formats: Demand Draft, E-Payment or Bank Guarantee. Kindly Confirm. (2) We refer to other relevant clauses wrt EMD such as page 9, clause no.5 wherein the value of EMD is INR 40 Lakhs. Kindly clarify.	EMD can be submitted in Demand Draft, E-payment, or Bank Guarantee. Instruction to online bid submission clause no. 11 is revised as follows :Bidder should prepare the EMD and tender fee as specified in the tender. <b>While, the tender fee shall be paid through e-payment mode, the EMD shall be paid through e-payment mode, for amount Rs.40.00 lakhs (Rupees Forty Lakhs only) or EMD shall be in the form of DD or Bank Guarantee</b> and shall be submitted in electronic format through on line (by scanning) while uploading the bid. Original Bank Guarantee shall be submitted before the time and date specified for opening the tender.

10	INSTRUCTIONS TO TENDERERS; Clause No. 5.4	10	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.	We request you to please confirm that the EMD of the Successful bidder will be returned immediately upon submission of the Performance Bank Guarantee and signing of the Hire Agreement by the successful bidder. Kindly confirm.	Yes. EMD of the Successful bidder will be returned immediately upon submission of the Performance Bank Guarantee and signing of the Hire Agreement by the successful bidder.
11	INSTRUCTIONS TO TENDERERS; Clause No. 5.5	10	MPT reserves the right to forfeit the Earnest Money Deposit in respect of successful Bidder, if he fails to furnish the necessary Security Deposit towards performance within 30 days and enter into a Contract within 45 days from the date of receipt of Letter of Acceptance (LOA)	We request you to please refer relevant clauses in the tender document wherein the successful bidder is required to submit the PBG and sign the Hire Agreement within 15 days of the issuance of LOI/LOA. Please confirm and amend the stated clause suitably.	Instruction to online bid submission clause no. 5 is revised as follows : <b><i>MPT reserves the right to forfeit the Earnest Money Deposit in respect of successful Bidder, if 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).</i></b>
12	INSTRUCTIONS TO TENDERERS; Clause No. 6	10 & 18	The tenderer should submit along with his tender the Income Tax Clearance Certificate from the Income Tax authorities concerned for the last two (02) years. Copies of the Income tax returns for last two years can be submitted. INSTRUCTIONS TO TENDERERS; Clause No. (i) The tenderers should submit upto-date/latest Income Tax Clearance Certificate. Copies of the Income tax returns for last two years can be submitted.	Since you have accepted to allow bidders to submit copy of Income tax returns for the last two years, the requirement of submitting Income Tax Clearance Certificate may please be deleted as the same is not issued by IT Department. Please confirm and amend the clause suitably.	Agreed. Bidders may submit copy of income tax returns for last two years.

13	INSTRUCTIONS TO TENDERERS; Minimum Eligibility Criteria; Clause No. 1 SEVENTH SCHEDULE (5); APPENDIX – 6; Details of Financial Capability of the Tenderer	11 & 77	INSTRUCTIONS TO TENDERERS; Minimum Eligibility Criteria; Clause No. 1 .....Auditors report in original certified by CA or statutory auditors, for the years 2014-15, 2015-16 and 2016-17 including relevant P/L a/c and balance sheet. SEVENTH SCHEDULE (5); APPENDIX – 6; Details of Financial Capability of the Tenderer CERTIFIED BY Name of Chartered Accountant Firm	As per standard practice followed by most of the Major Ports, the bidder submits annual financial turnover details accompanied with audited financials and auditors report duly signed by statutory auditors who are also certified Charter Accountants. Therefore we may request that requirement of certifying these documents again from a Chartered Accountant may be exempted. Kindly confirm.	Agreed.
14	INSTRUCTIONS TO TENDERERS; Minimum Eligibility Criteria; Clause No. 2	11	INSTRUCTIONS TO TENDERERS; Minimum Eligibility Criteria; Clause No. 2.....Experience of having successfully completed similar works i.e. owning and operating Harbour tugs/Supply vessels/Anchor handling Tugs/Oceangoing tugs for three years during last 7 years ending 31st March, 2017.	Since this clause has two different dates such as “ending June 2017” and “ending 31 <sup>st</sup> March, 2017”, we request you to kindly confirm as to which one is applicable.	The said clause is revised as follows : Experience of having successfully completed similar works i.e. owning and operating Harbour tugs/Supply vessels/Anchor handling Tugs/Oceangoing tugs for three years during last 7 years <b>ending August, 2017.</b>

15	INSTRUCTIONS TO TENDERERS; (B) Test of Responsiveness ; Clause No. (d)	12	INSTRUCTIONS TO TENDERERS; (B) Test of Responsiveness; Clause No. (d) Summary of any litigations for past performance shall also be submitted by the tenderer. Tender of firms having poor track record/reputation will be rejected and decision of the Board will be final for such rejection. LITIGATION: The tenderer shall submit the certificate declaring that he is not banned by any public sector undertaking with whom the tenderer was involved as per format Seventh Schedule (3).	We draw your attention to the last Tug Tender of the Port wherein the highlighted portion had replaced the first sentence. We request the first sentence may be deleted. Please appreciate that the bidder might have litigation history with a Charterer, it may not necessarily mean that the Bidder is at default and hence, evaluation / judgment basis list of litigation can be subjective and erroneous. Please confirm our above request and delete the 1st sentence.	Clause 7,B), (d) stands deleted and will be replaced with the following- ' 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).
16			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.	Extension of completion time can be given subject to valid reasoning submitted by the Bidder. The clause revised as below; 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.



17	INSTRUCTIONS TO TENDERERS; Clause No. 17;	22	<p>INSTRUCTIONS TO TENDERERS; Clause No. 17; Application of Law and Arbitration</p> <p>All disputes that may arise between the parties, other than those covered by clauses whereunder the decision of the Dy.Conservator.....shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. The Arbitrator shall give a reasoned award.</p> <p>Unless settled amicably, disputes shall be settled by arbitration under the provisions of Indian Arbitration and Conciliation Act 1996. As per this, Dispute Resolution Board shall be set up with representatives of both parties on award of work to continuously facilitate resolution of issues. The place of arbitration shall be at Mormugao Port, Goa</p>	<p>The arbitration provision is not clear and contradictory given that in the beginning it states that the sole arbitrator shall be appointed by the chairman of MPT and further goes on to state that if parties fail to agree on appointment of an arbitrator, per the arbitration and conciliation Act, each party will appoint one arbitrator and the two appointed arbitrator shall in-turn appoint third arbitrator.</p> <p>There is also a reference to dispute resolution board with representatives of both parties and it is not clear if this reference to the arbitral tribunal itself.</p> <p>We request that the entire clause shall be reworded in line with your last tug tender in 2015.</p> <p>“All disputes (unless settled amicably) that may arise between the parties, other than those covered by clauses whereunder the decision of the Dy.Conservator is stated to be final, shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996. As far as appointment of arbitrator/s are concerned, the methodology is prescribed under Section 11 of the Arbitration and Conciliation Act, 1996.Sub-section (2) of Section permits parties to appoint arbitrator or arbitrators failing any agreement referred to in sub-section (2) and sub-section (3)</p>	<p>Arbitration proceedings will be in accordance with the Indian Arbitration and Conciliation (Amendment) Act 2015. The clause no.17 of the bid document has been revised and added as addendum to the tender as Annex-I</p>
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18	FIRST SCHEDULE; (C) Details of Work Undertaken	27	FIRST SCHEDULE; (C) Details of Work Undertaken CERTIFIED BY Name of Chartered / Certified Accountant Firm	<p>Please note that details of works undertaken are generally supported by agreements/work orders. In case the works / contracts are related to fulfilling the eligibility criteria, bidders are additionally required to submit satisfactory completion certificate issued by the Client mentioning the value of the Client.</p> <p>The bidder is also furnishing the contact details of the Client for cross verification, in light of above, we request you to exempt this requirement of certification from Chartered Accountant firms. Kindly note that “successful completion” cannot be certified by the CA and it is always not possible to segregate the revenue in a composite contract and hence, only reconciliation/certification from Client shall be acceptable.</p> <p>We request this additional requirement which not a standard requirement in any of the Major Ports including your last tug tender shall be deleted / removed.</p>	Certification by Chartered Accountant is withdrawn. Tenderer has to submit the Completion certificate issued by the employer.
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19	THIRD SCHEDULE; Section – 1: Requirements; Clause No. (c)	31	THIRD SCHEDULE; Section – 1: Requirements; Clause No. (c) The tug will be available for 24 hours duty, provided the crew posted on the tug should not exceed 12 hrs duty, per day. Manpower should be deployed as per statutory norms.	We draw your attention that the first sentence “The tug will be available for 24 hours duty, provided the crew posted on the tug should not exceed 12 hrs duty, per day” was replaced by the 2nd part “Manpower should be deployed as per statutory norms.” in your last tug tender. Hence, we request deletion of the first sentence.  As your good self is aware, it is usual practice in the Industry that tug crew are employed on 24/7 on rotation basis i.e. crew signs on for a certain term say 30 days / 45 days and stay on board all thru these days. This practice not only complies with the governing law, but also economical.  Therefore, we request that the Owner should have the discretion to deploy crew as per their convenience provided.	This clause stands deleted and is replaced by- <i>The successful bidder shall adhere to all statutory norms so far as deployment of manpower is concerned.</i>
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20	THIRD SCHEDULE; Section – 2: Scope of Work; Clause No. (a)	31 & 49	<p>THIRD SCHEDULE; Section – 2: Scope of Work; Clause No. (a)  The contract involves supply of one tug as per broad specifications listed hereafter with full crew, adequate in number for operations outlined in Section 1, provisions and all stores including hydraulic oils, lubricants but excluding fuel and fresh water.</p> <p>FIFTH SCHEDULE; Hire Agreement; Clause No. (f); Sub Clause No. (i)  The Board shall provide only fuel (LS-HF HSD) and fresh water.....</p>	<p>In line with your last tug tender, we request Port to provide lubricants (excluding hydraulic oils) along with Fuel and fresh water.</p> <p>Please confirm and amend suitably.</p>	Tender conditions prevail.
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21	THIRD SCHEDULE; Section – 2: Scope of Work; Clause No. (b)	31 , 34 & 50	<p>THIRD SCHEDULE; Section – 2: Scope of Work; Clause No. (b)</p> <p>All operational costs including wage, allowances, PF, victualling, insurance (personal, hull &amp; machinery, protection &amp; 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>THIRD SCHEDULE; Section – 5: Local Laws; 3rd Para</p> <p>In any case, the tenderer has to clearly specify the mode he chooses to operate the tug and is responsible to obtain all the licenses/permissions from DGS or any other statutory authorities. The contractor shall also comply with Provident Fund Rules and enroll themselves with PF Commissioner/ESI Authorities.</p> <p>FIFTH SCHEDULE; Hire Agreement; Clause No. (i) .....succeeding month of hire, on submission of certificate of satisfactory service from the Deputy Conservator and also PF &amp; ESI.....</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 last tug tender that “Statutory dues to be paid as applicable or else payments from bills to such extent shall be withheld.”</p> <p>We therefore request that the clauses (i) THIRD SCHEDULE; Section – 5: Local Laws; 3rd Para at page no. 34 (ii) FIFTH SCHEDULE; Hire Agreement; Clause No. (i) at page no. 50 shall be amended to say “Statutory dues to be paid as applicable or else payments from bills to such extent shall be withheld.”</p> <p>Please confirm.</p>	<p>Clause is revised as : Statutory dues to be paid as applicable or else payments from bills to such extent shall be withheld.</p>
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22	THIRD SCHEDULE; Section – 3: Outline Specifications; Fire – Fighting	32	THIRD SCHEDULE; Section – 3: Outline Specifications; Fire – Fighting GS/Fire pump. (For external fire-fighting with fire monitors as required by FiFi Class 1. Certified by Class.) FIRE FIGHTING SPECIFICATIONS: “External Fire Fighting - Dual purpose fire monitor suitable for foam and water. The capacity of fire pump should be of minimum 600 CuM/hr. Foam tanks shall be capable of storing at least 8.0 m3 of AFFF foam. Foam will be replenished by the Board free of cost if foam is used for firefighting ordered by the Deputy Conservator/ Harbour Master”	As we understand the requirement is external firefighting capacity to be minimum 600 CuM/hr, we request you to please delete the 1st para “GS/Fire pump. (For external fire-fighting with fire monitors as required by FiFi Class 1. Certified by Class).”Please confirm.	Clause is revised as : GS /Fire Pump should of dual purpose fire monitor suitable for foam and water. The capacity of fire pump should be of minimum 500 CuM /hr. Foam tanks shall be capable of storing at least 8.0 m3 of AFFF foam.
23	THIRD SCHEDULE; Section – 3: Outline Specifications; Towing Arrangement	33	THIRD SCHEDULE; Section – 3: Outline Specifications; Towing Arrangement  Quick release tow hook with adequate strength for towing operations of 50 tons swl. 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:  “Quick release tow hook/ aft winch with adequate strength for the towing operations.”	Agreed.

24	THIRD SCHEDULE; Section – 3: Outline Specifications; Suitability	34	THIRD SCHEDULE; Section – 3: Outline Specifications; Suitability  Tug should be provisions for handling deploy support facilities to rig /lay /put the Oil spill Response Boom around the vessel at offshore 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.	Clause stands revised as : 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.
25	THIRD SCHEDULE; Section – 6: Indemnity	34	THIRD SCHEDULE; Section – 6: Indemnity 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.	We bring to your kind attention that the following standard insurance covers available to the Owner: 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. As these are only insurance covers available to the Owner, we trust these insurance shall meet the requirement of the Port. Please confirm.	Tender condition prevails.

26	THIRD SCHEDULE; Section – 1; Requirements	31	<p>THIRD SCHEDULE; Section – 1; Requirements</p> <p>(a) “The Port shall require one tug to supplement its existing fleet, to assist ships maneuvering within the limits of the Port including for double banking operations. The tug will also be used for any other lawful activities of the Port”.</p> <p>(b) Pilotage maneuvers require both push and pull towage and ships are expected (but not restricted) to range size from 2000 tons to 200,000 tons displacement and to be in various conditions of load.</p> <p>(c) The tug will be available for 24 hours duty, provided the crew posted on the tug should not exceed 12 hrs duty, per day. Manpower should be deployed as per statutory norms.</p> <p>(d) The Tug will comply with all lawful instructions from the Deputy Conservator of the Board or any other Officer or Officers duly authorized by him.</p>	<p>For the insurance requirement, we request you to please clearly define the scope of services in line with other major port tenders like Tuticorin Port, Chennai Port, JNPT etc. We request you to please modify the stated clauses / relevant clauses with the below mentioned standard clause:</p> <p>The tugs shall be used for various lawful services required by MPT including towing, docking and undocking of vessels at Mormugao Port, round the clock (24 hours a day) and throughout the contract period including but not limited to:</p> <p>a) Berthing and unberthing of vessels at port  b) To stand by as fire float, Oil spill dispersant spraying boat etc.  c) To assist in double banking by way of acting as docking tug.  d) To maintain communication by VHF.</p> <p>All other operations required in connection with docking / undocking operations of vessels at Port and related to Harbour conservancy and / or movement of vessels within the port and such other operations as are conventionally performed by Port Tugs.</p> <p>The contractor shall render services on behalf of the Port.</p>	Tender condition prevails
27	THIRD SCHEDULE; Section – 9: Appointment of Agents	35	<p>THIRD SCHEDULE; Section – 9: Appointment of Agents</p> <p>The successful tenderer must appoint a local agent in Mormugao or in Vasco-da-Gama through whom the Board can deal.</p>	<p>We are of the opinion that in case, the contractor has a local office in place to liaise with the Port; he does not need to appoint an agent. Kindly confirm.</p>	The owner or his representative is authorized to work as agent.



28	FOURTH SCHEDULE; Clause No. 6; Sub - Clause No. (b);	39	FOURTH SCHEDULE; Clause No. 6; Sub - Clause No. (b); 1st Para The duties of the Deputy Conservator's representatives are to supervise the work. They shall have no authority to relieve the contractor of any of his duties or obligations neither under the Contract nor except as expressly provided neither hereunder to order any work involving delay or any extra payment by the Board nor to make any variation in the work.	We wish to state that many of the contractual issues such as delays/ non availability of Tug, applicability of down time etc. are dealt by the DC or his Representative considering various circumstances. Therefore, decision to waive off penalty / off hire on the contractor which is required to be taken by DC or his Representative shall be allowed. None of the other Major Ports have such restriction and will affect smooth execution of the contract. Therefore, request deletion of this clause.	The following para stands deleted -- ' <i>The duties of the Deputy Conservator's representatives are to supervise the work. They shall have no authority to relieve the contractor of any of his duties or obligations neither under the Contract nor except as expressly provided neither hereunder to order any work involving delay or any extra payment by the Board nor to make any variation in the work</i> '
29	FOURTH SCHEDULE; Clause No. 24; Force Majeure	41	FOURTH SCHEDULE; Clause No. 24; 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 obligations under the charter party, provided they.....The party seeking to invoke force majeure shall notify the other party in writing within two working days of the occurrence of any such event/condition.	(1) Please appreciate that if during the force majeure event a party is affected, reasonable time period is required to resume operation/ services. In this regard, we request you to please add the following clause as one of the force majeure condition: “(j) Mitigation of force majeure events described in (a) to (i) above.” (2) We request that if the Force Majeure conditions persist for a continuous period more than 90 days, either of the party shall have the right to terminate the contract by giving 15 days' notice. Please confirm and amend suitably.	The following para is added at the end of Clause 24(Force Majeur) <i>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.</i>

30	FOURTH SCHEDULE; Clause No. 25; Penalty	42	<p>FOURTH SCHEDULE; Clause No. 25; Penalty</p> <p>a) In case the offered Tug become un-available for operation, then a sister tug or substitute tug with similar/better specification and satisfying the age criteria stipulated for offered tug, shall be provided as a replacement by the contractor, at no extra charge to the Employer, within 12 days (whereas it comprises of 12 days downtime) from the time and date the offered tug become unavailable.....</p> <p>b) If the contractor has not deployed the replacement tug within 12 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 not .....</p> <p>If the tug/s is/are inoperative and /or unavailable and Charterer is denied use of the tugs, penalty will be levied from the time and date of such inoperation / unavailability as follows, in addition to non-payment of hire charges from the time and date of such non-availability/ inoperation the penalty charge of Rs.7500/- per hour or part thereof will be charged for the use of Port hired tug.</p>	<p>(1) We request deletion of the words “(whereas it comprises of 12 days downtime)” as it means replacement will be provided in 12 days if contractor has 12 days unused down time. We believe this is not the intention of this clause.</p> <p>(2) We request that the Contractor shall be allowed to set off the accumulated downtime prior levying of the penalty which is a standard practice followed by most of the Major Ports.</p> <p>Kindly Confirm.</p> <p>(2) We wish to inform you that penalty amount i.e. INR 7500/- per hour is steep. In this regard, we request you to please modify the clause in line with other Major Port tenders as follows:</p> <p>If the offered tug is inoperative and/or unavailable, substitute is not provided and the Charterer is denied use of the tug, penalty will be levied from the time and date of such inoperation / unavailability as follows, in addition to non - payment of hire charges on prorata basis from the time and date of such non - availability / inoperation:</p> <p>a) upto 14 days ----- 15% of hire charges per day prorata</p> <p>b) from 15 to 21 days ----- 30% of hire charges per day prorata</p>	Penalty clause has been revised as given in Annex-I
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31	FOURTH SCHEDULE; Clause No. 25; Penalty; Sub Clause No. (e)	43	<p>FOURTH SCHEDULE; Clause No. 25; Penalty; Sub Clause No. (e)</p> <p>If the tug/s are required to be dry docked as required.....However the Dry Docking Charges will be borne by the Contractor but no hire charges will be paid for that period and penalty will be levied as per above, if applicable.</p> <p>FOURTH SCHEDULE; Clause No. 27; Inspection</p> <p>Port shall have the right to require the tug/s to be dry-docked if Contractor is not docking tug/s at normal classification/statutory intervals. The fees for such dry dock/inspection and survey shall be borne by the Contractor. All time taken in respect of dry docking inspection, survey or repairs shall not count as time on hire shall not form part of the hire period and penalty clause shall apply.</p>	<p>As per the tender, we understand that the allowed downtime may be used in case of Dry-Docking and therefore, we request you to please allow to set off accumulated downtime prior levying penalty and offhiring the tug.</p> <p>Further, in case a substitute is provided, substitute vessel will be paid during this period.</p> <p>Kindly confirm the above</p>	This is agreed.
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32	FOURTH SCHEDULE; Clause No. 27; Inspection	43 & 50	<p>FOURTH SCHEDULE; Clause No. 27; Inspection: Port shall.....or repairs shall not count as time on hire shall not form part of the hire period and penalty clause shall apply. Successful bidder will have to provide bollard pull test certificate for the tugs every year to the Deputy Conservator's Office at his own cost.</p> <p>FIFTH SCHEDULE; Hire Agreement; Clause No. (j) The contractor shall, at his own cost carry out a bollard pull test at intervals of every two and half years from the date of commencement of contract.</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.</p> <p>We understand that only if the Port feels that the Tug is not performing to the Bollard Pull requirement as specified in the Tender, then the Port may ask for a Bollard Pull Test at its discretion.</p> <p>We request to kindly waive off these requirement.</p> <p>However, we suggest that the contractor shall conduct a bollard pull test at every dry - dock and the report shall be submitted to Port.</p> <p>Please confirm.</p>	<p>Inspection clause revised as : Port shall have the right to require the tug/s to be dry-docked if Contractor is not docking tug/s at normal classification/statutory intervals. The fees for such dry dock/inspection and survey shall be borne by the Contractor. All time taken in respect of dry docking inspection, survey or repairs shall not count as time on hire shall not form part of the hire period and penalty clause shall apply. 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.</p> <p>Incase 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>
33	FOURTH SCHEDULE; Clause No. 28; Insurance	43	<p>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 &amp; 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.....</p>	<p>We wish to state that as per recent Industry practices, Tug owner covers 4/4 collision and ITC-Port Risk extension with P&amp;I insurance club which is better placed to address these claims.</p> <p>Trust this is acceptable to you.</p>	<p>Agreed.</p>

34	FOURTH SCHEDULE; Clause No. 28; Insurance	43	FOURTH SCHEDULE; Clause No. 28; Insurance During the hire period the tug/s shall be kept insured by the Contractors at their expenses against protection and indemnity risks in such form as Port shall in writing approve which approval shall not be unreasonably withheld.	We trust that the standard Insurance covers as normally taken by Tug owners which shall be acceptable to the Port. Further, if there is any specific requirement, please specify the same at this stage prior submission of bids.	Standard insurance cover to cover all Port Risk. No specific requirement.
35	FIFTH SCHEDULE; Specimen Bank Guarantee for Performance	46	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.
36	FIFTH SCHEDULE; Specimen Bank Guarantee for Performance Guarantee	46	FIFTH SCHEDULE; Specimen Bank Guarantee for Performance Guarantee FIFTH SCHEDULE; Specimen Bank Guarantee for EMD	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 : “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”. We request your acceptance to this clause.	Agreed.

37	FIFTH SCHEDULE; Specimen Bank Guarantee for EMD	48	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:  a) Our liability under this Bank Guarantee shall not exceed Rs._____ (Rupees_____ only);  b) This Bank Guarantee shall be valid upto _____; and  c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”</p>	Agreed.
38	FIFTH SCHEDULE; Hire Agreement; Clause No. (d)	49	<p>FIFTH SCHEDULE; Hire Agreement; Clause No. (d)</p> <p>.....Provided that whilst engaged on duties as instructed by the Deputy Conservator the said Tug shall enjoy the protection and indemnities available to the Tugs owned by the Mormugao Port Trust provided under bye-laws of Mormugao Port Trust, subject to the damage occurred is not due to the failure of the tug or due to the error committed by the master and crew of the tug.</p>	<p>We refer to earlier tug tenders of MPT and request deletion of the lines “subject to the damage occurred is not due to the failure of the tug or due to the error committed by the master and crew of the tug”. Kindly confirm.</p>	Tender condition prevails

39	FIFTH SCHEDULE; Hire Agreement; Clause No. (k)	51	<p>FIFTH SCHEDULE; Hire Agreement; Clause No. (k)</p> <p>.....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 failing performance.....</p> <p>In any circumstances, if the Bollard Pull Test fails then it will be on the risk and cost of the contractor. However, in case the Tug successfully delivers the bollard pull required under the tender, the cost of such bollard pull is on Port's account. However, bollard pull test will be carried out only when deemed necessary by the failing performance.</p>	<p>We bring to your notice that the clarifications to the last tug tender had clarified which is also part of this tender (highlighted portion) clarifying wrt cost of bollard pull test.</p> <p>We request the clause to be modified suitably to remove ambiguities as to who shall borne the cost of bollard pull test.</p>	<p>In any circumstances, other than the statutory requirement of Bollard pull test if the Bollard Pull Test fails then it will be on the risk and cost of the contractor. However, if Bollard pull meets requirement the cost of such test will be borne by the Port.</p>
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40	FIFTH SCHEDULE; Hire Agreement; Clause No. (n)	51	<p>FIFTH SCHEDULE; Hire Agreement; Clause No. (n)</p> <p>The Board has the right to terminate the contract/agreement at any time within the Hire period for reason of a breach of any conditions of contract.</p>	<p>Please note that the assets procured for performing the contract are highly capital intensive in nature and are procured exclusively for this specified contract.</p> <p>Depending on the tenure of the contract, prices offered in the tender are calculated and any reduction/early termination would seriously affect the price offered by the operator.</p> <p>Therefore, we request that the Contract shall not be terminated for any reason other than substantial breach of the Agreement and Contractor's continued failure to perform/willful misconduct or gross negligence. We request that the Contractor shall be given One month time period for the rectification of any default/breach and failing which the Contract to be terminated with 90 days' notice.</p> <p>We request modification in this clause.</p>	Tender condition prevails.
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41	FOURTH SCHEDULE; Clause No. 25; Penalty	42&51	<p>FOURTH SCHEDULE; Clause No. 25; Penalty</p> <p>If the contractor has not deployed the replacement tug within 12 days from the time and date the offered tug become unavailable for use then below clause will apply FIFTH SCHEDULE; Hire Agreement; Clause no.(q)</p> <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 07 (seven) days. The absence of the said Tug from duty for any period will result in losses of hire on pro-rata basis. If the Contractor is unable to provide a replacement tug, as stated above, the Port may provide a suitable tug at contractor's risk and cost and the "Mobilization and Demobilization" charges for which shall be borne by the Contractor.</p>	<p>i) We 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.</p> <p>(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.</p>	Tender condition prevails.
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42	FIFTH SCHEDULE; Hire Agreement; Clause no.(s)	51	<p>FIFTH SCHEDULE; Hire Agreement; Clause no.(s)</p> <p>All salvage rendered to other vessels shall be for the Board's and Contractor's equal benefit after deducting all lawful expenses including additional insurance, if any, hire paid under the agreement for time lost in the salvage and other repairs or damage and fuel consumed. No salvage shall be undertaken without the explicit orders of the Deputy Conservator. The Master of the Tug shall take all measures to secure payment of salvage, as instructed by the Deputy Conservator, who shall be the sole authority to enter into any agreement for salvage. Consent of the contractor will be obtained.</p>	<p>We request modifications in this clause as follows:</p> <p>"All salvage rendered shall be for the Port and Contractor's equal benefit after deducting all lawful expenses including additional manning and insurance, if any and the hire paid under the agreement for the period of salvage and other repairs or damage and fuel consumed. No salvage shall be undertaken without the explicit orders of the Deputy Conservator and consent of the contractor. The Port shall take all measures to secure payment of salvage and the Deputy Conservator, shall enter into agreement for salvage on behalf of the Port and the Contractor and protect the Contractor from risks of Salvage." Please confirm.</p>	Clause stands deleted.
43			<p>Additional Clauses to be included as per Standard Tug contract</p>	<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.</p> <p>Kindly confirm.</p>	Not agreed.

44	SEVENTH SCHEDULE (4); Technical Specification of the Offered Tug	67	SEVENTH SCHEDULE (4); Technical Specification of the Offered Tug; Clause No. 4 Year of Build : Copy of VRC, initial VRC if any & Builders certificate	We understand that contractor to submit Registry Certificate or Builder Certificate of the tug. Please confirm.	Agreed.
45	SEVENTH SCHEDULE (5); APPENDIX – 6; Details of Financial Capability of the Tenderer; Instructions; Clause No. 2	77	SEVENTH SCHEDULE (5); APPENDIX – 6; Details of Financial Capability of the Tenderer; Instructions; Clause No. 2 Audited balance sheets in original with Profit & Loss account statement for the last 3 financial years (i.e. 2013-14, 2014-2015 and 2015-16) are enclosed along with the bid. Auditors report in original certified by CA or statutory auditors, for the years 2013-14, 2014-15 and 2015-16 including relevant P/L, a/c and balance sheet. In case any bidder submitting Annual turnover in foreign currency the same should converted into Indian Rupees.	As per similar clauses of the tender, Bidder to furnish annual financials for the year 2014 – 15, 2015 – 16, 2016 – 17.  Please confirm and amend suitably.	Format at Seventh Schedule (5) Appendix-6 is revised as : Audited balance sheets in original with Profit & Loss account statement for the last 3 financial years (i.e. 2014-2015, 2015-2016 and 2016-17) are enclosed along with the bid.
46	NOTICE INVITING ONLINE TENDERS (NIOT) - Commencement Period	5	Commencement Period - Within 60 days from signing of the Agreement.	Request to allow minimum 90 days delivery period from signing of the Agreement for formalities to procure tug.	Tender condition prevails.

47	Clause No.13. TECHNICAL SPECIFICATIONS	21	Clause No.13. TECHNICAL SPECIFICATIONS : Tenderers are advised to enclose drawings and specifications including the type of fuel and lubricants used for the tug offered for hire along with fuel consumption. The tug should not be more than Thirteen (13) years old on the date of bid submission. The detailed specification of tug should be submitted as per SEVENTH SCHEDULE (4).	Most of the Major Port comes with the tender for less than 05 years old tugs and even MPT last tender was for less than 10 years old tug. The younger vessel will give better performance for entire period of contract along with Bollard Pull, fuel efficiency, less changes of breakdown.	Tender condition prevails
48	SECTION 1 : REQUIREMENTS : a)	31	SECTION 1 : REQUIREMENTS: a) "The tug will also be used for any other lawful activities of the Port".	Port to confirm any other lawful activities of the Port also within the Port Limit area Only Or outside Port limit area also. Kindly confirm.	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.
49	SECTION 7: PAYMENT:	34	SECTION 7: PAYMENT: The contractor is allowed to bill GST on the monthly hire ..... shall be reimbursed on production of relevant document proof.	GST payment is online payment. Please elaborate what kind of documentary proof bidder has to submit to Port.	GST registration no. is required.
50	FOURTH SCHEDULE – Clause 3. TENDERS: sub clause (b	37	FOURTH SCHEDULE – Clause 3. TENDERS: sub clause (b) In case of a tender not being delivered by hand,..... not later than the stipulated time. (c) Any tender delivered after the stipulated time arising from whatever causes will not be considered.	Please confirm bidder has to upload their bid online and also in physical.	Bidder to upload their bid only online and there will any physical submissions except for EMD in the form of BG. Please note that submission of hard copy of the integrity pack is not necessary and accordingly clause 7,B,(t) stands amended.
51	FIFTH SCHEDULE HIRE AGREEMENT - k)	50	FIFTH SCHEDULE 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..... However, bollard pull test will be carried out only when deemed necessary by the falling performance.	We understand that the Contractor has to carry out the bollard pull test only when the performance of the tug is falling. Kindly Confirm	Yes. Clarification given at Sl. No.32 also applies.

52	SEVENTH SCHEDULE (4) TECHNICAL SPECIFICATION OF THE OFFERED TUG.	67	SEVENTH SCHEDULE (4) TECHNICAL SPECIFICATION OF THE OFFERED TUG. (TUG NAME) – 22. a)Fuel consumption at (for Port &Stbd engines) 100 % MCR : Lts/hour 80% MCR : 50% MCR : Lts/hourLts/hour	Normally Sea trial is conducted at 110% , 100%, 90% ,75%, 50% and 25% of load hence request to amend from 80% MCR to 75% MCR.	Tender condition prevails.
53	Fourth Schedule Tender condition Clause no.25(a) para2	42	PENALTY: (a) In case the offered Tug become un-available for operation, then a sister tug or substitute tug with similar/ better specification and satisfying the age criteria stipulated for offered tug, shall be provided as a replacement by the contractor, at no extra charge to the Employer, within 12 days (whereas it comprises of 12 days downtime) from the time and date the offered tug become unavailable. If the fuel consumption of the substitute tug is more than that of the offered tug, the Employer shall have power to recover the extra cost incurred on account of the excess fuel consumption from the contractor’s monthly bills.	Please remove the penalty provision on extra fuel consumption by the substitute tug.	Tender condition prevails.
54	Section 3 : Outline Specification LOA	32	LOA 35 Meters (max)	Please clarify if the Port has constraints on max LOA and whether a reasonable upward tolerance can also be accepted.	LOA - 35 meters plus or minus 5 meters is acceptable.
<b>NOTE : PLEASE NOTE THAT DATE AND TIME OF SUBMISSION OF TENDER HAS BEEN FIXED ON 04/09/2017 AT 1030 HRS .</b>					