

e-TENDER NO.DC/S(18)/2019/2**E-TENDER FOR HIRE OF ONE NUMBER HARBOUR TUG OF BOLLARD PULL 40 TON OR MORE AT 100% MCR FOR PERIOD OF THREE MONTHS TO MORMUGAO PORT TRUST CLARIFICATIONS TO QUERIES RAISED BY PROSPECTIVE BIDDERS DURING PREBID MEETING HELD ON 25.04.2019 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	Fourth Schedule GENERAL TERMS AND CONDITIONS OF TENDER clause no. 25	45	<p>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 remaining downtime available with the contractor. 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.</p> <p>(d) In case of non-deployment of tug beyond 07 days and replacement tug has not been provided by the contractor, the contract shall be terminated and the Performance Bank Guarantee may be forfeited.</p> <p>FIFTHSCHEDULE HIRE AGREEMENT</p> <p>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 03 (three) days. The absence of the said Tug from</p>	<p>(i) Please note that in the current market scenario, there is a huge scarcity of Tug boats in the spot market and hence, it would not be possible for the Bidders / Contractor to commit the responsibility of providing substitute tug. With this stringent tender clause, we may not be able to participate in the tender.</p> <p>(ii) In view of above, we request that in case of the deployed Tug is not available for more than 7 days, the contract will be terminated without any financial obligation, penalty on the contractor.</p> <p>Please delete the entire Clause no. 25 and clause (r) of the Hire agreement format and replace with a new clause as suggested above.</p>	<p>Penalty is the essence of the contract hence cannot be deleted. The clause 25 (d) Penalty has been revised as below. (d) In case of non-deployment of tug beyond 15 days and replacement tug has not been provided by the contractor, the contract shall be terminated and the Performance Bank Guarantee will be forfeited.</p>

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2	SEVENTH SCHEDULE (4) TECHNICAL SPECIFICATION OF THE OFFERED TUG.	68	3. Static Bollard pull (min.) : In the ahead Direction at 100% MCR (please attach certificate from a classification society approved by DG Shipping)	In line with standard tender terms of most of the Major Ports, we request you to kindly accept a latest Bollard Pull Test certificate issued by a member of IACS (International Association of Classification Societies). Please confirm.	Agreed.
3	NOTICE INVITING ONLINE TENDERS (NIOT), INSTRUCTIONS TO TENDERERS, THIRD SCHEDULE & FOURTH SCHEDULE	5 , 22 , 38 & 44	2. NOTICE INVITING ONLINE TENDERS: Commencement Period Within three days from signing of the Agreement. 9. DELIVERY PERIOD: The Hire Agreement is to be signed within 07 days from the date of issue of Letter of Intent. The tenderer shall deliver the Tug within three days from the date of signing of the hire agreement.. SECTION 8: DATE OF COMMENCEMENT: The tug has to report at Mormugao Port within three days from the date of signing of hire agreement. 19. WITHDRAWAL OF TENDERS: (b) In the event of a person whose tender has been received by the Board, ...such form as aforesaid within seven days	Considering the practical difficulties, we may request you to change the time lines as follows: (1) 10 days to execute the agreement from the Letter of Acceptance (understand Letter of Acceptance and Letter of Intent are same). (2) Atleast 15days to mobilize the Tug from signing of Agreement. As your good self is aware these capital intensive assets have huge standby cost and hence Bidder cannot keep the Tug idle in anticipation of award of the Tender. Therefore, only upon award of the contract, the successful bidder will initiate the process of releasing the Tug from her current engagement and mobilize the Tug to your Port which takes considerable time period. In view of above, we request you to kindly allow atleast 15 days from the date of signing of the Agreement to deploy the Tug boat at your Port.	Instruction to tenderers, Clause no. 9 Delivery period has been amended as below. <i>The Hire Agreement is to be signed within 10 working days from the date of issue of Letter of Acceptance /Intent. The tenderer shall deliver the Tug within 15 days from the date of signing of the hire agreement. Third Schedule, Section 8 Date of Commencement Work is also amended as below. <i>The tug has to report at Mormugao Port within (15) fifteen days from date of signing of the hire agreement.</i></i>

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4	NIOT, INSTRUCTIONS TO TENDERERS, THIRD SCHEDULE	5, 12 & 21	2. NOTICE INVITING ONLINE TENDERS: Bid Validity 90 days from the last date fixed for receiving the tender.. 5.3.In the event of Bidder withdrawing his tender before the expiry of tender validity period of 90 days from the date of opening of technical bid b) The rates quoted by the tenderer should remain valid for a minimum period of 90days from the date of bid submission/ technical bid opening.	We understand that Port's requirement is urgent and the keeping this urgency in mind, the Bidder will offer a Tug boat which can be promptly released. Therefore, it would not be possible for the bidder to commit the Tug for 90days time waiting for the award of the contract. We request you to kindly reduce the bid validity to 15 days.	The clause no. 8 (b) Prices and Validity of offer has been revised and amended as below. b) The rates quoted by the tenderer should remain valid for a minimum period of 20days from the date of price bid opening.
5	THIRD SCHEDULE	36	Fire Fighting: Tug should have external firefighting system in operational system.	IN line with previous Tug tender of MPT, we request to include a clause that if foam is used for firefighting ordered by the Deputy Conservator/ Harbour Master, the same will be replenished by the Board free of cost.	Agreed.

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6	INSTRUCTIONS TO TENDERERS; Clause No. 10	22	<p>INSTRUCTIONS TO TENDERERS; Clause No. 10; Liquidated Damages</p> <p>The tug shall be delivered within three days from the date of issue of Letter of Acceptance in sea worthy and efficient condition and should be in possession of all necessary certificates. If the Contractor fails to deliver the tug/s in all respects within three days from the date of issue of Letter of Acceptance, liquidated damages at the rate of Rs. 50,000/- per day or pro rata will be levied on the Contractor for a further period of 15 days.</p> <p>If the Tug is not delivered for operation within 06 days from the date of issue of Letter of Acceptance, the contract will be liable for termination and EMD/Bank Guarantee forfeited after 06 days (03+03) 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.</p> <p>In line with previous Tug tender of MPT, we request for a clear and fixed delivery period and request you to modify the highlighted sentence in 2nd paragraph as follows:</p> <p>If the Tug is not delivered for operation within 25 (10+15) days from the date of issue of Letter of</p>	<p>In line with previous Tug tender of MPT, we request for a clear and fixed delivery period and request you to modify the highlighted sentence in 2nd paragraph as follows:</p> <p>If the Tug is not delivered for operation within 25 (10+15) days from the date of issue of Letter of Acceptance, the contract will be liable for termination and EMD/Bank Guarantee forfeited after 25 days (10+15) from the date of issue of Letter of Acceptance/Letter of Intent.</p>	<p>Agreed. Clause no. 10 Liquidated damages has been amended as below. The Tug shall be delivered within 15 fifteen days from the date of signing of hire agreement in sea worthy and efficient condition and should be in possession of all necessary certificates. If the Contractor fails to deliver the tug/s in all respects within the 15 days from the date of signing of hire agreement, liquidated damages at the rate of Rs. 50,000/- per day or pro rata will be levied on the Contractor for a further period of 15 days. If the Tug is not delivered for operation within 15 days from the date of signing of hire agreement, the contract will be liable for termination and EMD/Bank Guarantee forfeited after 15 days from the date of issue of Letter of Acceptance /intent. 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.</p>

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
7	NIOT	5,13 & 19	<p>2. NOTICE INVITING ONLINE TENDERS: Qualifying Criteria</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/Oceangoing tugs for minimum period of one year ending 31st March, 2019 as follows: A) Three completed works under each work order costing not less than Rs. 52,80,000.00 each (or) B) Two completed works under each work order costing not less than Rs.79,20,000.00 each (or) C) One completed works under each work order costing not less than Rs. 1,05,60,000.00.</p> <p>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 one year ending 31thMarch, 2019.</p>	<p>We request you to modify the clause as follows: 2. Bidder should have experience and successfully completed similar works i.e. owning/operating and/or manning Harbour tugs/Supply vessels /Anchor handling Tugs/Oceangoing tugs for minimum period of during last one year ending 31st March, 2019 as follows: A) Three completed works under each work order costing not less than Rs. 52,80,000.00 each (or) B) Two completed works under each work order costing not less than Rs.79,20,000.00 each (or) C) One completed works under each work order costing not less than Rs. 1,05,60,000.00.</p> <p>Note: Copies of the work order/agreement/LOI 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 during last one year ending 31st March, 2019.</p>	<p>The clause stands revised as given below; Bidder should have experience and successfully completed similar works i.e. owning/operating and/or manning Harbour tugs/Supply vessels /Anchor handling Tugs/Oceangoing tugs for minimum period of one year during the last seven (7) years upto 31st March, 2019 as follows: A) Three completed works under each work order costing not less than Rs. 52,80,000.00 each (or) B) Two completed works under each work order costing not less than Rs.79,20,000.00 each (or) C) One completed works under each work order costing not less than Rs. 1,05,60,000.00.</p> <p>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 one year during the last seven (7) years upto 31st March, 2019.</p>

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8	INSTRUCTIONS TO TENDERERS	12	Clause: 5.5. 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 07 days from the date of receipt of Letter of Acceptance (LOA). We request you to kindly provide atleast 10 days to submit the Bank guarantee as this is the minimum time required to procure BG. Further, please confirm that BG will be issued in favour of FA&CAO, Mormugao Port Trust.	We request you to kindly provide atleast 10 days to submit the Bank guarantee as this is the minimum time required to procure BG. Further, please confirm that BG will be issued in favour of FA&CAO, Mormugao Port Trust.	Agreed. Reply same as above at Sr No.3.
9	INSTRUCTIONS TO TENDERERS	12 & 20	6. The tenderer should submit along with his tender the copies of income tax returns for last two years. 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.	In line with previous Tug tender of MPT and clause 6 on page 12, please delete the sentence "The tenderers should submit upto-date/latest Income Tax Clearance Certificate" as Tax department does not issue such certificate.	Agreed. Bidders may submit copy of income tax returns for last two years.

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10	INSTRUCTIONS TO TENDERERS; Clause No. K	20 & 43	<p>Clause K</p> <p>Technical specifications, drawings and other information pertaining to the tug to be offered on hire to Mormugao Port.....The copy of Vessel Registry Certificate, initial VRC if any & Builders certificate to be attached with bid documents compulsorily without which bid will be invalid.Clause 13. DOCUMENTS AND SAMPLES TO ACCOMPANY TENDER:</p> <p>All tenders shall be accompanied by technical drawings, literature and detailed descriptions of the items or equipment or services offered, work procedure and schedules. 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</p>	<p>(i) In line with previous Tug tender of MPT, we understand that bidder to submit following documents for the offered Tug.</p> <ol style="list-style-type: none"> 1. Registry Certificate (proof of ownership) 2. Class Certificate 3. GA Plan 4. Latest Bollard Pull test certificate 5. Engine Manufacturers data for fuel consumption of Main Engine and Auxiliary engine at 100% MCR. <p>Please confirm.</p>	<p>Agreed. All statutory documents to be submitted along with the bid documents for the offered tug.</p>

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11	INSTRUCTIONS TO TENDERERS; Clause No. 17.4	25	17.4 DEFAULTS & TERMINATION 1. Default: Occurrence of any one or more of the following will be considered as event of default: 2. Termination (a) If the contractor fails to complete the subject work during the contract period or extension period within notice period, the work order will stand cancelled, and security deposit will be forfeited.	We bring to your attention that the clause 2 (a) is applicable for Works contract and not relevant for Tug boat hiring contract. Therefore, request deletion of this clause.	Tender condition prevails.
12	FIFTH SCHEDULE HIRE AGREEMENT	52	FIFTHSCHEDULE HIRE AGREEMENT 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 breach of terms of the Agreement and the contractor shall be allowed reasonable time period for rectification of the same. Upon failure to rectify, the contract should be terminated with 15 days' notice. Please confirm, This is a standard industry practice followed by most of the Major Ports that they provide time for rectification of the default before terminating the contract.	Tender condition prevails.

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13	THIRD SCHEDULE & FIFTH SCHEDULE HIRE AGREEMENT	36 , 35 & 50	<p>Specification: Draft(Max): 4.0 meters (In addition to facilitate berthing at Goa Shipyard Ltd (GSL) and Panaji Port).</p> <p>Section 1: Requirements: Clause 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". 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.</p> <p>FIFTHSCHEDULE HIRE AGREEMENT Clause b) On the date of the commencement of the hire the said Tug shall be tight, 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>We wish to inform you that the manpower & insurance requirement for operation outside port limits are different. Therefore, we request you to limit the Port operations within Port limits of Mormugao Port.</p> <p>Please note that bidder can not estimate the number of such events and thereby cannot estimate the cost. Therefore, in case of an emergency, if Tug is require to perform outside port limit, all additional costs towards additional manpower, insurance etc. will be reimbursed by the Port on actual basis.</p> <p>In view of above please delete the words "and Panaji Port" from stated clause 'draft" on page 36 of tender and also suitably amend other related clauses.</p>	<p>Clause revised as Draft(Max): 4.0 meters (In addition to facilitate berthing at Goa Shipyard Ltd).</p>

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14	THIRD SCHEDULE	37	SECTION 4:PERIOD OF HIRE: The contract will be for three months from the date of commencement of contract. In case of any exigence's Port authority requires period of hire is required to be extended for any unforeseen reasons the contract may be extended till deployment of new hired tug with the same price and cost quoted in the tender.	Please note that the depending upon the tenure of the Contract, the bidder will evaluate availability of Tugs which can be offered under Tender. This Clause envisages an open ended contract tenure. Therefore, we request you to please modify the clause as follows: "The contract will be for three months from the date of commencement of contract. In case of any exigence's Port authority requires period of hire is required to be extended for any unforeseen reasons the contract may be extended on mutual agreement till deployment of new hired tug with the same price and cost quoted in the tender."	The clause stands revised as below. <i>'The contract will be for three months from the date of commencement of contract. In case of any exigence's Port authority requires period of hire is required to be extended for any unforeseen reasons the contract may be extended on mutual agreement with same terms and conditions till deployment of new hired tug with the same price and cost quoted in the tender.'</i>
15	THIRD SCHEDULE	37	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.	Agreed.

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16	Fourth Schedule clause no. 27	46 & 45	<p>27. INSPECTION: 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. Clause 25, Penalty: e) If the tug is required to be dry docked as required by Class..... but no hire charges will be paid for that period and penalty will be levied as per above, if applicable.</p>	<p>(1) In line with previous Tug Tender of MPT, we request you to allow to set off accumulated downtime prior levying penalty and off-hiring the tug.</p> <p>(2) In case a substitute is provided, substitute vessel will be paid during this period. Please confirm.</p>	This is agreed.

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17	Fourth Schedule clause no. 27	46 & 51	<p>27. INSPECTION: Port shall have the right to require the tug/s to be dry-docked if Contractor 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>Agreement format k) 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>	The highlighted sentence/ clauses are to be deleted as these are not applicable for short term contract.	Agreed. Tenderer should possess valid Bollard pull certificate and submit the same along with bid document. Since the tender is for short term contract, insisting the Contractor for bollard pull at intervals of every two and half years is irrelevant.
18	Fourth Schedule clause no. 28	46	<p>FOURTH SCHEDULE; Clause No. 28. INSURANCE: (a) During the hire period the tug/s shall be kept insured by Contractors at their expenses for insurance on Hull & Machinery as per Institute Time Clause - Hull dated 01.10.1983 with 3/4th Collision Liability amended to 4/4th Collision Liability with ITC-Port Risk extension dated 20.07.1987 with war risk.....</p>	<p>IN line with previous Tug tender of MPT and 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. Kindly Confirm.</p>	Agreed.

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19	Fourth Schedule clause no. 28	46	FOURTH SCHEDULE; Clause No. 28. INSURANCE (b) During the hire period the tug/s shall be kept insured by the Contractors at their expenses against protection and indemnity risks in such form as Port shall in writing approve which approval shall not be unreasonably withheld. Standard insurance cover to cover all Port Risk. If the Contractor fails to arrange and keep any of the insurances provided for under the provisions of sub-clause (b) in the manner described therein, Port shall notify Contractors whereupon Contractors shall rectify the position within seven running days.	IN line with previous Tug tender of MPT, kindly confirm that the standard Insurance covers as normally taken by Tug owners which shall be acceptable to the Port and there is no specific requirement.	Standard insurance cover to cover all Port Risk. No specific requirement.

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20	Fourth Schedule clause no. 29	46	29. To obey Order's of Deputy Conservator (a) The Master to execute Port's instructions with the utmost dispatch and to render customary assistance with the tug's crew. The Master to be under the order of the Port as regards employment, agency or other arrangements. The contractors to indemnify the Port against all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the tug's papers.	Kindly limit the liability of the Contractor under the agreement upto the amount of EMD or Performance Bank Guarantee as the case may be. 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. Therefore, please modify the clause suitably. As per this clause the liabilities of the operator under the contract are unlimited (mismatch of liability and cash inflow). We are of the opinion that the revenue envisaged from the services are would not be able to absorb the enormous unlimited liabilities (consequential). It seriously jeopardises the contract viability and is beyond the means of the service provider.	Tender condition prevails.
21	Fourth Schedule clause no. 30	46	SECTION 30. GATE PASSES Necessary Entry passes shall be obtained by the Contractor at their own cost with the approval of Port Officials.	We request you to kindly provide the gate pass free of cost.	Necessary gate passes for the tug crew, tug master and vehicle will be provided free of cost.

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
22	FIFTH SCHEDULE	47 & 23	FIFTH SCHEDULE; Specimen Bank Guarantee for Performance Guarantee Bank Guarantee Bond to be issued by nationalized banks only 15. PERFORMANCE BOND/ PERFORMANCE GUARANTEE: The successful tenderer shall use the services of a Nationalized Bank / Scheduled Bank (except Co-operative Bank) as surety to Mormugao Port Trust	In line with previous Tug tender of MPT, we understand that BGs to be issued by a Scheduled Bank / Nationalised Bank. Kindly clarify.	Bank guarantee should be issued from a Nationalized Bank / Scheduled Bank (except Co-operative Bank BG will not be accepted).

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
23	FIFTH SCHEDULE	52	<p>FIFTHSCHEDULE HIRE AGREEMENT</p> <p>t) 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>As your good self, Salvage is a highly specialized job and the harbour Tug boats required under this tender are not most suitable for carrying out Salvage jobs. It also requires crew having specific skill sets which is rather scarce in the market and prohibitively expensive.</p> <p>Further, in general Tug insurance does not cover Salvage jobs. IN LINE WITH PREVIOUS TUG TENDER, we request that Salvage operations are to be excluded from the scope of work. Kindly confirm.</p> <p>Alternatively, we request to amend the said clause as follows:</p> <p>"All salvage rendered to other vessels shall be for the Port and Contractor's equal benefit after deducting all lawful expenses including additional insurance, manpower, 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 Port and consent of the operator, after additional salvage insurance is taken. The Port shall take all measures to secure payment of salvage and the Port, shall enter into agreement for salvage on behalf of the Port and the contractor. The operations will always be in the safe capabilities of the tug/crew as determined by the Master of the Tug".</p>	<p>Clause stands deleted.</p>

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
24		Price Format	Price Bid format: Excel file: The bidder shall quote the price exclusive of GST. Applicable GST shall be paid on the quoted price. The bidder shall indicate the applicable GST rate on the goods / services in the price bid Format of Price Bid: Colum "Z" & Row 13: Fuel consumption per hour of operation of main engines at 100% MCR. _____ Litres Colum "AA" & Row 13: Fuel consumption per hour of operation of Auxiliary / DG engine at 100% MCR. _____ Litres	(1) Please note that there is no provision in excel sheet (price bid) to state the GST rate. Therefore, the format may be modified suitably. (2) Further please confirm that in Colum "Z" & Row 13, bidder will state fuel consumption of Both Main Engines in ltr/hr at 100% MCR.	1) Bidders are not required to indicate GST % 2) Bidders should mention fuel consumption per hour of operation of per Main Engine at 100% MCR in column "Z" Row 13 and Fuel consumption per hour of operation of Auxiliary / DG engine at 100% MCR in column "AA" Row 13

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
25	FIFTH SCHEDULE	51 & 52	<p>FIFTH SCHEDULE; Hire Agreement; Clause No. (i) ...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>Clause m</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 falling performance.</p>	<p>In line with previous Tug Tender of MPT, we request you to kindly clarify that 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> <p>We request the clauses to be modified suitably as clause to remove ambiguities.</p>	<p>Since the tender is for short term period, Port will not insist for any Bollard Pull test during operational period of three months, hence the bidder should submit the latest bollard pull certificate along with bid document.</p>
26	FIFTH SCHEDULE	53	<p>FIFTH SCHEDULE; Hire Agreement; Clause No. (w) w) The Contractor is allowed paid maintenance period of 24hrs per month during the currency of the contract for upkeep of the tug. The monthly repair and maintenance day can be carried forward to the subsequent months for a maximum period of (03) three days only. ..</p>	<p>In line with previous Tug tender of MPT, the full Maintenance period for the initial and extended contract period should be credited at the beginning of contract. Please confirm.</p>	<p>Tender condition prevails.</p>

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
27	INSTRUCTIONS TO TENDERERS; Clause No. 5	5 &78	<p>Minimum Eligibility Criteria; Clause No. 1</p> <p>..... The Bidder should having Average Annual Financial Turnover during the last Three (3) years ending 31st March 2018 should be at least Rs. 39,60,000/-. 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>APPENDIX – 6; Details of Financial Capability of the Tenderer</p> <p>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. ...</p> <p>CERTIFIED BY</p> <p>Name of Chartered Accountant Firm</p>	<p>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.</p> <p>(1) Therefore, in line with previous Tug Tender of MPT, we may request that requirement of certifying these documents again from a Chartered Accountant may be exempted.</p> <p>(2) Kindly amend the clauses in appendix 6 by replacing “2013-14, 2014-2015 and 2015-16” with “2015-16, 2016-17 and 2017-18” as it seems a typographical error.</p>	<p>1) Agreed.</p> <p>2) Clause is revised in Appendix 6 by replacing “2013-14, 2014-2015 and 2015-16” with financial years “2015-16, 2016-17 and 2017-18” as it seems to be typographical error.</p>

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
28	INSTRUCTIONS TO TENDERERS; Clause No. 10	22 & 35	<p>INSTRUCTIONS TO TENDERERS; Clause No. 10; Liquidated Damages</p> <p>.....Replacement with similar/better tug is allowed during the tenure of the contract. `allowed to provide substitute tug with similar/better specifications.....</p> <p>THIRD SCHEDULE; Section – 2: Scope of Work; Clause No. (c)</p> <p>.....Replacement during the contract is not allowed. allow replacement with a tug of similar/ better specification.....</p>	<p>We understand that replacement with similar/better tug is allowed during the tenure of the contract and prior commencement.</p> <p>Kindly confirm.</p>	Agreed.
29	FIFTH SCHEDULE	48	FIFTH SCHEDULE; Specimen Bank Guarantee for Performance Guarantee	<p>We wish to bring to your kind attention that our principal Banker SBI has been insisting for addition of the below mentioned 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>The above request was accepted in previous Tug tender.</p>	Agreed.

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
30	NIOT	4 & 10	<p>2. NOTICE INVITING ONLINE TENDERS: Payment of Tender Cost & EMD The Tender fee & EMD shall be paid in e-payment mode only, before the due date and time of the tender. EMD EMD may be submitted in the form of Demand Draft, Banker's cheque and E-payment only.</p> <p>4. ELECTRONIC PAYMENT SYSTEM MANDATE FORM</p>	<p>We understand that Tender Fee and EMD to be paid ONLINE ONLY in bank account of MPT provided on page 10 of tender.</p> <p>Please clarify to avoid ambiguity as different clauses contradicting each other.</p>	<p>Tender fees and EMD to be paid online (RTGS/NEFT), DD and banker's cheque only.</p>
31	INSTRUCTIONS TO TENDERERS	40 & 21	<p>(b) In case of a tender not being delivered by hand, the tenderer must arrange for his tender and other documents to be posted in time so as to reach the stipulated place not later than the stipulated time. 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 pact is not necessary. Clause t) The Integrity Pact duly signed,scanned uploaded alongwith Technical bid and hard copy of the same to be submitted to the office of Marine Department Mormugao Port Trust, Headland Sada Goa.</p>	<p>We understand that bid will be submitted online only. Only EMD, if in the form of DD, will be submitted physically before the schedule opening of technical bid. If EMD is in the form of online transfer, scanned copy of online transfer proof will be submitted online.</p> <p>Please clarify to avoid ambiguity as various stated clauses are contradicting each other.</p>	<p>EMD submission is only through online mode(RTGS, NEFT), Bankers Cheque & DD. Hence, EMD submission in Bank Guarantee form is not acceptable.</p>

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
32	INSTRUCTIONS TO TENDERERS;	21 & 60	t) INTEGRITY PACTTenders not accompanied with IP will be rejected. The IP would be implemented through the following Independent External Monitor (IEM) for this tender. SEVENTH SCHEDULE (2) , Integrity pact format This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact)..... the Board of Trustees of Mormugao Port Trust acting through Shri. _____, (Designation of the Officer),	(1) Kindly confirm if the Integrity pact is to be submitted on stamp paper. If yes, the value of the stamp paper. (2) Kindly state the name & Designation of the MPT officer for the purpose of Integrity Pact.	1) Pre-contract Integrity pact should be submitted on plain paper only. 2) Capt. Manoj Joshi & Deputy Conservator, MPT, Goa will sign integrity pact for MPT.
33	INSTRUCTIONS TO TENDERERS; Clause No. 17	23 & 24	Clause 17 APPLICATION OF LAW AND ARBITRATION (iv) All disputes or differences in respect of which the decision (if any) of the Deputy Conservator or the Chairman has not become final and binding as aforesaid shall be referred to the sole arbitration of Engineer serving or retired of Central Government agencies, including Defence Service and or a member of Indian Council of Arbitrators, to be appointed by Chairman pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions of the Government of India Arbitration Act, 1940 (Act No. 10 of 1940) or.. 17.3 ARBITRATION	We request that initially both parties will try to resolve the dispute or difference thru mutual discussions. If the dispute or difference is not resolved within 30 days, either party shall have the right to refer the matter to Arbitration in accordance with Arbitration of Conciliation Act 1996 which stipulates the methodology for selection of Arbitrator(s). Please note that various clauses in Tender contradicting each other and also reference to various act does not seem correct.	Tender condition prevails.

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
34	INSTRUCTIONS TO TENDERERS; Clause No. 17.2 (ii)	25	(ii) The Contractor shall maintain the rate of progress required as per schedule. If the progress of work is held up owing to circumstances, which in the opinion of the Deputy Conservator are beyond the control of the Contractor such as war, stormy weather and for other reasonable causes in the opinion of the Deputy Conservator, the Deputy Conservator may at his discretion, grant to the work extension of time as he considers reasonable for the completion of the work. In such circumstances, the Contractor shall apply for extension of time within fifteen days of the hindrance on account of which he desires such extension as aforesaid.	We are of the opinion that the clause is already covered under Clause 24, Force Majeure and hence, is to be deleted.	Tender condition prevails.

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
35	SEVENTH SCHEDULE (2) , Integrity pact format	64	SEVENTH SCHEDULE (2) , Integrity pact format 7. Fall Clause 7.1 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.	We are of the opinion that the stated clause is not applicable to tenders for hiring of Vessels and should be entirely removed for following reasons: A. No two Tug boats are similar – Technical Specification: 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. B. Time of acquisition of Tug boats – Demand & Supply: 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. C. 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 Rupee depreciation against United States Dollar has significantly increased the Capital cost of these Tug boats. Foreign currency fluctuation also impacts the cost of imported spare parts for these Tug boats which is also factored in considering the prevailing currency market	Tender condition prevails. This is standard clause of integrity pact, hence cannot be deleted.

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
36	FIFTH SCHEDULE CLAUSE 4	48	FIFTH SCHEDULE: Page 48 of Tender Clause 4. We(indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged, or till the Deputy Conservator, on behalf of the Board, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s), and accordingly discharge this guarantee.	Further to our letter under reference (2) above, we wish to submit an additional query on PBG format in the Tender: FIFTH SCHEDULE: Page 48 of Tender Clause 4. We(indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged, or till the Deputy Conservator, on behalf of the Board, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s), and accordingly discharge this guarantee. Query: We wish to inform you that our banker SBI has requested to delete the entire clause 4 in the BG format. Please refer below email from our banker for your ready reference. QUOTE:	Bank guarantee clause are as per General Financial Rules cannot be deleted.
37	THIRD SCHEDULE SECTION 3:OUTLINE SPECIFICATION	36	Draft(Max) - 4.0 meters (In addition to facilitate berthing at Goa Shipyard Ltd (GSL) and Panaji Port).	We are in receipt of your message but unfortunately we do not have any vessel to meet maximum draft criteria.Whereas, we have a vessel name Tug "Vahbiz" built in the year 1999 having minimum draft as 4.8 meter.	Draft(Max) - 4.0 meters (In addition to facilitate berthing at Goa Shipyard Ltd)

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
38	THIRD SCHEDULE SECTION 8 DATE OF COMMENCEMENT	38	The tug has to report at Mormugao Port within three days from the date of signing of hire agreement.	We request you to advise what is the planned tentative date of commencement of contract of 90 days.	Reply same as at Sr. No.3.

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
39	NOTICE INVITING ONLINE TENDERS & INSTRUCTION TO TENDERERS	5,13 & 19	<p>2. NOTICE INVITING ONLINE TENDERS: Qualifying Criteria</p> <p>1.(i) The Bidder should having Average Annual Financial Turnover during the last Three (3) years ending 31st March 2018 should be at least Rs. 39,60,000/-. 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 similar works i.e. owning/operating and/or manning Harbour tugs/Supply vessels /Anchor handling Tugs/Oceangoing tugs for minimum period of one year ending 31st March, 2019 as follows: A) Three completed works under each work order costing not less than Rs. 52,80,000.00 each (or) B) Two completed works under each work order costing not less than Rs.79,20,000.00 each (or) C) One completed works under each work order costing not less than Rs. 1,05,60,000.00.</p> <p>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</p>	<p>1) Kindly confirm company register under micro and small enterprises are exempted from 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.</p> <p>2) Sr No -1 mentioned is pre-qualification criteria-being company is newly established having average turnover of qualifying limit for Last two years i.e FY 2018-2019 & provisional accounting for 2019- 2020 can they be qualified for this tender.</p>	<p>1) Micro and small enterprises are not exempted from prior experience (MEC). However relaxation of condition of the average annual financial turnover to 15% as against present 30% of contract value w.r.t. micro and small enterprises subject to meeting of quality and technical specifications can be considered.</p> <p>2) The financial turnover of FY 2018-19 can be considered if it meets Average annual turnover at least of Rs.39.60 Lakhs. We cannot consider FY 2019-2020.</p>

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SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
40	INSTRUCTIONS TO TENDERERS; Clause No. 6	12	The tenderer should submit along with his tender the copies of income tax returns for last two years.	3) Sr No -6 If the company newly established is it mandatory to submit the IT Returns along with tender ?	Yes. If you have filed for one year IT return than submit the same.
NOTE : PLEASE NOTE THAT DATE AND TIME OF SUBMISSION OF TENDER HAS BEEN FIXED ON 08/05/2019 AT 1100 HRS .					