

e-TENDER NO.DC/G-24(A)/2017

**e-TENDER FOR SALVAGE CONTRACTORS FOR REMOVAL OF SHIP WRECKS LYING UNDER WATER WITHIN MORMUGAO PORT LIMITS ON “NO CURE NO PAY” BASIS  
 CLARIFICATIONS TO QUERIES RAISED BY PROSPECTIVE BIDDERS DURING PREBID MEETING HELD ON  
 13.01.2017 AT 1100HRS IN DY CONSERVATOR, CONFERENCE ROOM, MORMUGAO PORT TRUST, HEADLAND SADA GOA**

SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
1	Section-I Wreck Removal Agreement Box no.15	23	Time of Completion of wreck removal : within 60 weather working days with leave to extend 15 weather working days.	Period of Tender - Can this not be extended to 120 weather working days + 30 days if required as it was in the previous tender.	Tender condition Prevails.
2	Section-I Wreck Removal Agreement Box no.16	23	Mobilization: Within 15 days from signing of the agreement	Commencement Period - 15 days from signing of agreement, is this period the mobilization time ?	Tender condition Prevails.
3	Instruction to Tenderer Clause No 1.21 (a)	19	EVALUATION OF PRICE BID a. The price quoted by the bidder shall be kept firm during the contract period. All taxes, duties and insurance shall be included in the quoted price, except the Service tax which shall be paid extra as applicable.	As per 1.2.1 should service tax now not be a part of the price submission ?	<b><i>The offered rates shall be inclusive of all taxes and duties, including service Tax.</i></b> If new tax or an increase in the existing taxes is imposed by Central/State Govt, the same will be reimbursed on submission of documentary evidence. Bidder to specify tax component separately.

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4	Instruction to Tenderer Clause No 1.22	19	MPT'S RIGHT TO ACCEPT OR REJECT A BID MPT reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by MPT shall bear no liability whatsoever consequent upon such decisions	As per 1.2.2 - In case the technical criteria is passed and now the bidder is L1, shall MPT still have the right to accept L2 ?	Tender condition at clause no.1.21(e) is clear. In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted.
5	Section-I Wreck Removal Agreement Box no.7	22	(i) Nature of services:-Sequential Order of Removal of complete wreck, including pieces on seabed and fully/partially submerged in seabed to the full satisfaction of MPT as per BOX No.5	Clause 7 ( Section I) - Can we have multiple teams working on all 3 locations at the same time ?	Bidder is free to take up work at all sites, however must complete removal of WRECK PLATES OF EHRENFELS & BROWNFELS VASCO BAY INNER ANCHORAGE MORMUGAO PORT (1979- 80) first before the other two wreck sites are cleared.
6	Section-I Wreck Removal Agreement Box no.11	23	Within 15 days from the date completion of magnetometer survey of the seabed area and receipt of report from the surveyor that no part of wreck exists on seabed or fully/partially submerged in seabed, in area as mentioned in Clause 6, and job completion Certificate, thereafter, from MPT.	Clause 11 - In how much time shall the survey take place from the contractor issuing submitting his notice of completion.	Bidder to give atleast 15 days notice to Port for carrying out port's survey.
7	Section-I Wreck Removal Agreement Box no.16	23	Mobilization: Within 15 days from signing of the agreement	Clause 16 - Is the mobilization a part of the 15 days that is mentioned for commencement of job.	Tender condition Prevails.

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8	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.2(c)	25	Removal of the entire and complete wreck, including all pieces and shift it to safer place as identified by Mormugao Port Trust at backup area behind Berth No.11.	Clause 2 C - Shall berth no 11 be made available to us at our ease or shall we have fixed days/time for the usage ?	Part of berth will be made available as and when required for wreck removal related works.
9	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.2(c)	25	Removal of the entire and complete wreck, including all pieces and shift it to safer place as identified by Mormugao Port Trust at backup area behind Berth No.11.	Will we be allowed to position a crane at the jetty ?	Only during unloading of wreck material.
10	Section-I BOX no.15 wreck removal agreement	23	Time of Completion of wreck removal within 60 weather working days with leave to extend 15 weather working days	Please define weather working days.	Weather working days as followed by International practice.
11	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.8 (c)	28	Reference to delivery and/or disposal of the Vessel shall include parts of the Vessel and any other thing emanating from the Vessel and such delivery may take place at different times and different places.	Clause 8 C - Please define different places.	Within Port land area only.

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12	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.9 (e)	28	(e) The Contractor shall promptly invoice the MPT for all sums payable under this Agreement. If any sums which becomes due and payable are not actually received by the Contractor within the period specified in Box 11, they shall attract interest in accordance with the rates set out in Box 11.	Clause 9 (e) - No interest rate mentioned in box 11	No interest will be paid and payment will be made as per the tender condition. The Clause 9 (e) stands deleted. As per Clause no. 20(n) any claim for interest will not be entertained by the Port.
13	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.10(d)	29	(d) All cost incurred due to requirements of governments or other authorities or unions over and above those costs which would otherwise be reasonably incurred by the Contractor in the execution of the Agreement.	Clause 10(D) - Please elaborate on costs due to requirements of governments, or other authorities or unions.	Tender conditions are clear and shall prevail.

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14	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.12 (c)	29	Neither the MPT nor its servants, agents or sub-contractors for loss or damage of whatsoever nature sustained by the contractors owned or hired – in craft or equipment (excluding portable salvage equipment, materials or stores which are reasonably sacrificed during the disposal or other operation on the Vessel, whether or nor the same is due to breach of contractor, negligence or any other fault on the part of the MPT , its servants, agents or subcontractors	Clause 12(c) - Negligence or any other fault on the part of the MPT. Cannot be accepted.	Tender conditions are clear and shall prevail.
15	Notice Inviting Online Tenders, Instruction of Tenderers 1.13(ii)	15	The bidder shall submit copy of valid Service tax Registration Certificate, PAN, VAT, EPF registration and ESI registration number.	Number 10/11 – Are EPF/ESI registrations mandatory to all bidders ?	Provided the Bidder is exempted by the Government or any other statutory authorities and can provide documentation / certification to the effect.
16	Notice Inviting Online Tenders, Instruction of Tenderers 1.8 ( c) and 1.10	6, 13 & 14	Tender Validity:The tender shall remain valid for acceptance for a period of 180 days from the date fixed for opening of Technical Bid.	Tender Validity – point states 120days where as page 14 Point 1.10 states 180 days	The Tender validity mentioned at page no.6 & 13 may be read as 180 days instead 120 days.
17	Notice Inviting Online Tenders, Instruction of Tenderers 1.13 (b)	4, 15	Tender cost Rs. 500/- only.	Tender Cost as Rs. 10,000/- where as page of E-Tendering states cost @ 500/- & transaction charges 5000/-	Tender cost may be read as Rs. 5000/- instead of Rs. 10,000/- mentioned at page no. 15. The tender cost is revised from Rs.500/- to Rs.5000/-

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18	Notice Inviting Online Tenders, Instruction of Tenderers 1.13(ii)	15	The bidder shall submit copy of valid Service tax Registration Certificate, PAN, VAT, EPF registration and ESI registration number.	Relating to VAT/ EPF/ESI – the same is not applicable to our company as we are Vessels Owners so kindly clarify if applicable, also in case we apply in our Foreign Partners name how would it apply on them	Kindly refer reply at Sr. No.15
19	Notice Inviting Online Tenders, Instruction of Tenderers 1.15	16	OTHER EXPENSES All costs charges and expenses including any duty in connection with the Contract as well as preparations and completions of Agreement by MPT's attorneys shall be borne and payable by the Bidder. Bidder shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes & duties, to be paid to Govt. of India, Govt. of Goa or any statutory bodies shall be paid by the Contractor for stamp duty.	charges including charges for Lawyer for preparing Contract Agreement – Amount to be defined	Cost of Stamp paper for commercial agreement is Rs. 1000/-(Rupees One Thousand only)
20	Notice Inviting Online Tenders, Instruction of Tenderers 1.16	17	The price offered should be firm and inclusive of all taxes & duties with WCT (Works Contract Tax) .However, Service Tax will be paid extra as applicable. If Govt applies any other new tax in future, the same will be reimbursed on production of documentary evidence. Bidders to specify tax component separately.	Prices should include all taxes & duties with work contract, service tax will be paid extra by MPT, Bidder to specify tax component separately – both statements are opposite each other & how would it be applicable to Indian & Foreign firm, also will Lowest bidder be decided with Service tax or without Service tax Component	Bidder to quote considering all taxes and duties. Lowest bidder will be decided including taxes and duties.

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21	Notice Inviting Online Tenders, Instruction of Tenderers 1.17	19	In arriving at the final evaluated prices of the Tenders, any uncalled for lumpsum/percentage/or adhoc reduction, if any, offered by the Bidders, in the Schedule of Price shall be considered for the purpose of evaluation. However, if such reduction/rebate is from the recommended Bidder, then such rebate shall be taken into account while awarding the work.	Lowest Bidder might not be awarded the Contract, what will be the deciding factor for giving contract to other than Lowest Bidder	Kindly refer clause no.1.21 (e ). In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted.
22	Section-I Wreck Removal Agreement Box no.11	23	Port will undertake magnetometer and / or dive survey at wreck location as separate work at Port's cost. Hence the Contractor is not required to quote for the same. Once wreck removal is completed than Port will carry out magnetometer and/or dive survey to determine whether entire site is clear from any wrecks / wreck pieces. Incase if any wrecks / wreck pieces are found remaining in the same area the contractor shall be remove the Same forthwith.Subsequent magnetometer and or dive survey/s for the same site shall be carried out by the Port at the cost of the Contractor.	MPT will carry our Magnometer or Dive Survey on completion & if any Debris found in work area another survey will be carried out after removal, indicative cost for the same required	Port has not discovered price for the same yet.

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23	Section-I Wreck Removal Agreement Box no.12	23	In the event of failure by the contractor to commence the work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board's terms thereof, the contractor shall pay the Board as Liquidated Damages and not by way of penalty for delay to complete the work, a sum of 0.5% of contract price per week or part thereof subject to a maximum of 5% and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor or from his deposit.	Liquidated Damages – 0.5%per week to a max of 5% for delay in commencement then what about for delay in completion of Job.	Clause is being revised as <b><i>"In the event of failure by the contractor to commence the work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board's terms thereof, the security deposit of 10% of the contract price will be forfeited. In case of the delay in completion of wreck removal work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board's terms thereof, the contractor shall be liable to pay the Board as Liquidated Damages in a sum of 0.5% of contract price per week or part thereof subject to a maximum of 5% of the contract price and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor or from his deposit"</i></b> .
24	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.6	27	Permits All necessary licences, approvals, authorisations or permits required to undertake and Complete the Services without let or hindrance shall be obtained and maintained by the Contractor (see Clause 10(e)). The Company shall provide the Contractor with all reasonable assistance in this connection.	Permits/ approvals/ Authorizations/ Licences to be got by Contractor – kindly clarify what licences required	Port will inform Goa State Pollution Control Board & Goa Coastal Zone Management Authority. All other necessary approvals / intimations shall be taken by the Contractor. Tender condition prevails.



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25	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.19	32	Rotation and Replacement of Craft. Equipment and Personnel. The Contractor shall have the right to rotate and replace any craft. Equipment and personal with other suitable replacement craft. Equipment and personnel subject to the approval of the MPT or its representative if applicable which shall not be unreasonably withheld. As per Port norms service Launches plying in the Port have to be employed. In case the local launches are required for the salvage work than the contractor should employ such local launches for the same with approval of the MPT.	Launches plying in Port will be employed – Kindly clarify amount & also whether we can get our own launches	As per existing norms, private service Launches plying in the Port have to be employed. Kindly liaise with the Goa Launch Owners Association in this regard.
26			Additional Queries	Also has the Port set any minimum Asset requirement or Crane Capacity as cost & time factor will vary as per that	Port cannot set more bidding parameters to restrict competition. Bidder are free to access the site condition quote accordingly.
27			Additional Queries	Also Digital Signature available with us is acceptable or do we need to take from TenderWizard & what about incase we apply in name of our Foreign partners	Kindly contact Tenderwizard goa team as per tender documents.

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28	Section-I Wreck Removal Agreement Box no.15	23	Time of Completion of wreck removal : within 60 weather working days with leave to extend 15 weather working days.	We however request you to kindly consider our above request to increase the contract time period to six months so that the contractor will get sufficient time to organize the things well in advance for the said jobs and the same can be completed within time frame and uninterrupted.	Contract period remains unchanged.

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29	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.2(c)	25	Removal of the entire and complete wreck, including all pieces and shift it to safer place as identified by Mormugao Port Trust at backup area behind Berth No.11. Port will allow to store the wreck pieces at extreme backup area behind Berth No 11, approx. area 50m x 50m. Draft alongside Berth no.10 & 11 is 13.1 mtrs. The distance from Berth to storage area will be approx. 600 mts. The maximum load the assigned jetty can handle is 5Tons/sq.m. The Contractor need to cut the wrecks into pieces to be transported by Truck carrying capacity for the Vehicle with 10 tyres - 16 tons and 12 tyres- 21 tons. Hot work will be permitted subject all hot work precautions being taken with prior permission of the Deputy Conservator. The contractor shall transport the wreck pieces from barge to berth and by vehicle /trailer from berth to designated area at their risk and cost of the Contractor. There are no wreck pieces beyond the immediate coordinates mentioned in the tender, if in advertly the Contractor drops any wreck pieces outside coordinates it shall be the removed forthwith by the contractor under intimation to the Deputy	In the shifting of the wreck pieces to the berth, offloading onto the berth and cutting into smaller pieces, certain berth space, storage space and shore cranes need to be used. Are these berths and storage spaces and shore cranes free use, free of costs and at any time available to the Contractors. In case not can we kindly ask for the prevailing tariffs?	Space will be provided free of cost for stacking. Bidder to arrange for cranes at his risk and cost. Port cranes may be used, subject to availability, at the prevailing Port's Scale of rates.

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30	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.2(c)	25	Same as above	Please advise who will arrange and pay for these units and the loading/offloading; In case this is for Contractor’s account, can we propose other means/ sizes of transport vehicles and advise exact delivery address?	Bidder to arrange at their cost and are free to appoint transporter as per their requirement. Vehicle details are indicative only.
31	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.20(s)	37 & 38	Within 15 days from the date completion of magnetometer survey of the seabed area and receipt of report from the surveyor that no part of wreck exists on seabed or fully/partially submerged in seabed, in area as mentioned in Clause 6, and job completion Certificate, thereafter, from MPT. Payment will be released as per Box no.9 of the Section –I Wreck Removal Agreement.	The magnetometer survey: by whom is this performed, what is the level of accuracy the survey will be performed with? Or in other words; how many meters into the seabed will have to be cleared from wreckage? Can we make a suggestion to a minimum size?	Port will perform magnetometer survey. Port is planning for capital dredging in future (-) 19.8 mtrs at all wreck site in future. The wrecks if any below this depth is required to be removed.
32	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.20(s)	37 & 38	Within 15 days from the date completion of magnetometer survey of the seabed area and receipt of report from the surveyor that no part of wreck exists on seabed or fully/partially submerged in seabed, in area as mentioned in Clause 6, and job completion Certificate, thereafter, from MPT. Payment will be released as per Box no.9 of the Section –I Wreck Removal Agreement.	Who will be the survey company? If no specific name can be given at this stage; please advise/confirm this survey company is a non-governmental third party and objective towards the performance of the agreed Services.	Port will share this information after finalisation of Contract with survey company.

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33	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.20(s)	37 & 38	Within 15 days from the date completion of magnetometer survey of the seabed area and receipt of report from the surveyor that no part of wreck exists on seabed or fully/partially submerged in seabed, in area as mentioned in Clause 6, and job completion Certificate, thereafter, from MPT. Payment will be released as per Box no.9 of the Section –I Wreck Removal Agreement.	Payment is also subject to issuance of ‘Job Completion Certificate’; by whom will this Certificate be issued and what is the expected time frame after satisfactory survey report of the surveyor?	Port will issue certificate after receipt satisfactory survey report from the surveyor.
34	Section-I Wreck Removal Agreement Box no.15 & SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.20(t)	23& 38	In the event of failure by the contractor to commence the work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board’s terms thereof, the contractor shall pay the Board as Liquidated Damages and not by way of penalty for delay to complete the work, a sum of 0.5% of contract price per week or part thereof subject to a maximum of 5% and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor or from his deposit.	Contractor understands that the liquidated damages are only applicable in case of late commencement of the works and not applicable to late completion of the works. Please confirm.	Liquidated Damages is applicable for also completion of work with revised terms i.e. as detailed at Sr. No. 23.

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35	SECTION-III Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II clause no.20(m)	37	INCOME TAX DEDUCTION Income tax, if any, as per the relevant provision of the Income Tax Act shall be deducted at source from any payment payable to the Contractor.	Please advise/confirm that all INDIAN taxes are for the account of the Company and that these INDIAN taxes should be excluded from the Lump Sum bid amount.	Tender conditions are clear and shall prevail.
36			Additional Queries	Given the envisaged weights and required safety factors for the complex wreck sections is there a minimum requirement for the crane/ lifting capacity?	Kindly refer reply at Sr. No.26 Details of MV Mariner IV and FT Mother pearl as given below (as found in our records). (i) F T Mother Pearl LOA -85m, Breadth-14.60m, GT- 2775. (ii) M V Mariner IV LOA 100.6m, GT- 3178, NT-1839 DWT- 5010. (iii) FT Aries, Vega, Arats ----Steel vessels of LOA about 20m each.

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37			Additional Queries	<p>Contractors would like to explore the options of executing the project in two phases: first phase will be to start working on the wrecks “Mariner IV, Vega, Aries and Arats” along with the wreck remains in Vasco Bay. At the same time the wreck of “The Mother Pearl” can be surveyed. The second phase (still within a few weeks or months from completion of the first phase) will be the wreck removal of “The Mother Pearl” which is then to be executed outside the monsoon period. In Contractor’s view such two phase operation would increase the level of efficiency and would give less complications with the local fishermen community.</p> <p>Please advise if the above suggestion is possible and suitable for Company and if this would have any impact on Liquidated Damages?</p>	Tender condition Prevails.

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38	Notice Inviting Online Tenders, Instruction of Tenderers 1.11(b)	14	<p>AUTHORITY IN SIGNING TENDER DOCUMENTS.</p> <p>At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in the document as per declaration form as per Appendix - VI</p>		<p>Any Bidder submitting counter conditions in the bid. During Technical evaluation, the bidder has submitted if any counter condition then, they will be asked to withdraw the same. If the Bidder does not withdraw all counter conditions, then their bid will be outright rejected, without qualifying for technical qualification.</p>
<b>NOTE : PLEASE NOTE THAT DATE AND TIME OF SUBMISSION OF TENDER HAS BEEN FIXED ON 02/02/2017 AT 1030 HRS .</b>					