

TENDER NO.DC/G-24(A)/2016

**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
30.09.2016 AT 1130HRS IN DY CONSERVATOR, CONFERENCE ROOM, MORMUGAO PORT TRUST, HEADLAND SADA GOA**

SR. No.	CLAUSE No.	PAGE No.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
1	Section-1 Clause no 7 (i) wreck removal agreement	16	Nature of Services: Removal of complete wreck, including pieces on seabed and fully/partially submerged in seabed to the full satisfaction of MPT.	Each location of ship wrecks should be a separate individual contract and accordingly payment should be made on its completion of removal.	Tender condition prevails. All three wrecks shall be removed as mentioned tender. The contractor shall remove all three wrecks as per consequent order given below (i) WRECK PLATES OF EHRENFELS & BROWNFELS VASCO BAY INNER ANCHORAGE MORMUGAO PORT (1979-80) (ii) MV MARINER IV, 1998 and f.t. ARATS, 1996 f.t. ARIES, 1996, f.t. VEGA, 1996 (iii) Wreck f.t. MOTHER PEARL, 1997
2	Section-1 Clause no 11 wreck removal agreement	17	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.	Whether survey by Magnetometer / sonar of the sea bed after removal of wrecks of each location is also to be added as a separate item in the scope of work and separate charges in commercial bid refer page no 15 because the survey charges with this method would be very high.	Port will undertake magnetometer and / or dive survey for all three wreck locations as separate work at Port's cost. Hence the Contractor is not required to quote for the same. Once one site wreck removal is completed then Port will carry out magnetometer and/or dive survey to determine whether entire site is clear from any wrecks / wreck pieces. In case 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.

3	Section-1 Clause no 15 wreck removal agreement	17	Time of Completion of wreck removal : within 120 weather working days with leave to extend 30 weather working days.	Time for Completion of wreck removal should be 150 weather working days with leave to extend 60 weather working days refer page no 17 and Box15	Time of Completion of wreck removal : within 150 weather working days with leave to extend by 30 weather working days.
4	Section-III Clause no 20 (r) wreck removal and marine services agreement	31	SUB-LETTING OF THE WORK	Sub contractor would be appointed by the main contractor under his responsibility for wreck removal.	Tender condition prevails. However Hire activities from other parties for barges, launches, labour services shall governed by the Contractor whom the work is awarded.
5	Section-III Clause no.10 (b) wreck removal and marine services agreement	22	All taxes and duties, or other levies payable in respect of in connection with this Agreement.	After removal of the wrecks why the contractor has to pay duty /taxes on it when the wrecks are not abandoned to him. It is the responsibility of the MPT.	Taxes mentioned in the document are not concerning the wreck material.
6	Clause no. 1.8 Instruction to Tenderers	7	The Bidder shall furnish as part of its Tender, an EMD of Rs.20,00,000/- . Tender <u>without EMD shall be treated invalid</u> . The E.M.D. shall be submitted in the form of Bank Guarantee issued in favour of FA & CAO, Mormugao Port Trust, VASCO, from any Nationalized/Scheduled Bank, having its branch at VASCO. Format for the Bank Guarantee for EMD is enclosed as APPENDIX-IX.	EMD should be Rs. 5.00Lakhs only on all three locations.	EMD is revised to Rs. 10.00 lakhs.
7	NIT	4	5 % of the contract value in the form Bank Guarantee from any Nationalised / Scheduled Bank, having its branch at Goa	Security Deposit also should be Rs. 5.00Lakhs only on all three locations.	Tender condition prevails.
8	Section-I BOX no 11 wreck removal agreement	17	Time of Payment : 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 should be within 8days failing interest shall attract.	Tender condition prevails.

9	NIT	4	Tender Cost Rs.10,000/- in the form of DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa.	Tender cost should be Rs. 5000/- instead of Rs. 10000/-	Tender condition prevails
10	Section-III Clause no 2 (c) wreck removal and marine services agreement	19	Removal of the entire and complete wreck, including all pieces and shift it to safer place as identified by Mormugao Port Trust (location will be identified and informed later). The Contractor are required remove and transport all wrecks mentioned above to the designated place as identified by Mormugao Port at risk and cost of the Contractor. Disposal action for the wreck will be undertaken under e-auction by Material Management Department, Mormugao Port Trust, Goa	MPT should appoint their representative to receive the wreck pieces	Material Manager from Material Management Division from Engineering Mechanical Department, Mormugao Port Trust, Goa will be our representative to receive the wreck pieces in the area allotted by the Port.
11			Additional query	MPT should designate a place within port for dumping the wreck pieces and make their own arrangement for security	Port will allow to store the wreck pieces at extreme backup area behind Berth No 11, approx. area 50m x 50m. The distance from Berth to storage area will be approx. 600 mts. 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.
12			Additional query	If the wreck removal operation comes to halt due to any reasons (at no fault of contractor) stopped by any Govt Agencies, fisherman or any third party then idle time charges @ Rs.10lakhs per day shall be paid to the contractor until such time the work resumes	No idle time charges will be paid to the Contractor by the Port. The contractor need to take all statutory permissions before the commencement of work.
13	Section-III Clause no.8(b) wreck removal and marine services agreement	21	Disposal action for the wreck will be undertaken under e-auction by The Material Manager, Material Management Division, Engineering Mechanical Department, Mormugao Port Trust, Baina Vasco da Gama Goa.	The ship wrecks removed should also be abandoned to the contractor as part and parcel of the each contract	Tender condition prevails.

14	Clause no. 1.8 Instruction to Tenderers	7	The Bidder shall furnish as part of its Tender, an EMD of Rs.20,00,000/- . Tender <u>without EMD shall be treated invalid</u> . The E.M.D. shall be submitted in the form of Bank Guarantee issued in favour of FA & CAO, Mormugao Port Trust, VASCO, from any Nationalized/Scheduled Bank, having its branch at VASCO. Format for the Bank Guarantee for EMD is enclosed as APPENDIX-IX.	As we said in our earlier letter that the EMD and the security deposit works out to be a big amount so we would suggest EMD and Security deposit should be combined as one figure and within a range of Rs 25 lakhs for all the three projects. As the contractor has to invest a big amount on wreck removals so EMD and security deposit to be minimum and should not be an additional burden.	Tender condition prevails.
15	Section-1 Clause no 7 (i) wreck removal agreement	16	Nature of Services: Removal of complete wreck, including pieces on seabed and fully/partially submerged in seabed to the full satisfaction of MPT.	Whether a contractor can bid for a single job?	No. The bidder needs to bid for all three wrecks at one time. Tender conditions prevails.
16	Section-III Clause no 11 wreck removal and marine services agreement	22	Security: The contractor shall arrange at his own risk and cost towards security services for the man and equipment"s deployed at work site.	MPT should provide security to our equipment and personnel at site once the work starts.	Tender conditions prevails.
17	Clause no. 1.20 Instruction to Tenderers	13	Opening of price bid		Due to typographical error 'Cover-III' should be read as 'Cover-II' in the said clause.
18	Section-III Clause no 5 (b) wreck removal and marine services agreement	21	The MPT will provide the contractor a copy of the preliminary diving report. The contractor shall make his own assessment by any and all means possible, before commencing work of removal of the wreck.	Availability of detailed underwater inspection reports of the wrecks	The said documents have been uploaded on Port's website.
19	Section-III Clause no 5 (b) wreck removal and marine services agreement	21	The MPT will provide the contractor a copy of the preliminary diving report. The contractor shall make his own assessment by any and all means possible, before commencing work of removal of the wreck.	Estimates of weight /LDT of each of the wrecks	Considering the age and condition of the wrecks, such information are not available.
20	Clause no. 1.8 Instruction to Tenderers	7	Earnest Money Deposit & Security Deposit	Since this is a no cure no pay salvage job the question of security deposit /guarantee should not arise as per normal international practise for salvage / wreck removal contracts	Tender condition prevails.

21	Section-1 Clause no 7 (i) wreck removal agreement	16	Nature of Services: Removal of complete wreck, including pieces on seabed and fully/partially submerged in seabed to the full satisfaction of MPT.	Since there are 3 separate wrecks and sites of operation payment for the each wreck should be released upon completion of that particular wreck.	Please refer reply at Sr. No.1
22			Additional query	Which is the appointed place for delivery/landing of the wreck pieces ?	Please refer reply at Sr. no.11
23			Additional query	Will MPT demarcate any specific area for bringing large refloated pieces for cutting into smaller pieces for disposal.?	Please refer reply at Sr. no.11
24	Section-1 Clause no 15 wreck removal agreement	17	Time of Completion of wreck removal : within 120 weather working days with leave to extend 30 weather working days.	Period for the wreck removal operations may kindly be stipulated as : 1.Mobilisation period 30 weather working days. 2. Operation period 180 weather working days.	Please refer reply Sr no.3
25	NIT	4	<u>Tender Cost</u> : Rs 10,000/- (DD from Nationalized Bank or Scheduled Bank in favor of the Financial Advisor and Chief Accounts Officer, MPT, payable at Vasco Goa.)	Can't we make a DD from a Private Bank like HDFC, Axis and ICICI Bank etc, since all nationalized and private bank are governed under RBI rules and Regulations.	Nationalised/Scheduled bank is acceptable where HDFC, ICICI and Axis Bank are scheduled banks.
26	Clause no. 1.8 Instruction to Tenderers	7	<u>EMD Cost</u> :- Rs 20,00,000/- in form of Bank Guarantee –	Can a Demand Draft for Bank Guarantee from an Private Bank like HDFC will be permissible, since all nationalized and private bank are governed under RBI rules and Regulations and no deterrent would be caused to MPT, even if DD from a Private bank is issued	Nationalised/Scheduled bank is acceptable where HDFC, ICICI and Axis Bank are scheduled banks.

27	Clause 1.5.1 Instruction Tenderers	no. to	6	<p>MINIMUM ELIGIBILITY CRITERIA (MEC)</p> <p>1) The Average Annual Financial Turnover during the last Three (3) years ending 31st March 2016 should be at least Rs. 1,50,00,000/- (Auditors report in original certified by CA, for the years 2013-14, 2014-15 and 2015-16 including relevant P/L a/c and balance sheet.</p> <p>2) Under water Inspection of the ship wrecks can be made on any working days. Which is mandatory for submitting the Price bid. The cost to be borne by the tenderer.</p> <p>3) The bidder should have thorough experience of at least 7 Years in the underwater salvage field and carried out at least 5 wreck removal jobs in the past successfully. For prequalification the criteria will be as follows; a) Three similar works with each work having a value of at least Rs.1.25 crores or b) Two similar works with each work having a value of at least Rupees 1.50 crores and above. or c) One similar work to the value of Rupees 3.00 crores. „SIMILAR“ Works – means “underwater salvage field and carried out the wreck removal jobs in the past successfully.</p> <p>PI Note: The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2013-14, 2014-15 and 2015-16 (original copy certified by CA with P/L a/c and</p>	Whether RSFI can provide 3 years auditor’s report/financials from FY 12-13, 13-14, & 14-15, since FY 15-16 audit is under progress and unaudited financials can be provided on written request by MPT.	Tender condition prevails.
28	NIT		5	Address for communication	Whether MPT would be appointing designated personnel to do correspondence with bidders for solving their queries or need of information.	Deputy Conversator, Marine Department, First Floor Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804. Phone :0832-2594801; Email : dc@mptgoa.com , mgptdc@gmail.com, mahanteshappa.hungund@mptgoa.com
29	Section-III Clause no 5 (b) wreck removal and marine services agreement		21	The MPT will provide the contractor a copy of the preliminary diving report. The contractor shall make his own assessment by any and all means possible, before commencing work of removal of the wreck.	Present condition of wrecks, Please provide all details of any previous underwater/ multi-beam surveys carried out as soon as possible.	Please refer reply at Sr. No.18

30	Section-III Clause no 5 (b) wreck removal and marine services agreement	21	The MPT will provide the contractor a copy of the preliminary diving report. The contractor shall make his own assessment by any and all means possible, before commencing work of removal of the wreck.	Is it mandatory for the contractor to carry out an underwater inspection, given that underwater visibility is poor at the moment and the tender is due shortly?	Yes. Under water Inspection of the ship wrecks can be made on any working days. Which is mandatory for submitting the Price bid. The cost shall be borne by the tenderer.
31			Additional query	Was there any cargo onboard, and if any hazardous materials or explosives involved?	The vessels were not suppose to be carrying any hazards materials or explosives, to the best of our knowlegde. However the contractor exercise caution and take necessary action.
32			Additional query	Quantity and grade of fuel onboard each wreck.	Considering age and condition of the wreck we contemplate that there is no fuel on board. The Contractor is free to make his own assessment in this regard and take appropriate necessary action while removing the wrecks.
33			Additional query	The wrecks maybe partly or fully submerged with some sections/ debris sunk well below the mudline, what is the proposed draught for the port to which this area is going to be dredged and up to what level below the seabed are the wrecks/ debris to be cleared?	All the wreck pieces submerged below the seabed are to be removed. Depth that Port requires to dredge may change from time to time and therefore contractor must remove all submerged pieces.
34			Additional query	Please provide a debris clearance guideline- The minimum size of wreck debris to be cleared within the area indicated on the tender must be specified.	All the wreck pieces should be removed totally from site.
35			Additional query	Provide the latest Survey / Diving Report, along with the Wreck Drawings if available	Please refer reply at Sr No. 18

36			Additional query	Specify the designated place for the disposal of the Wreck and its distance from the Wreck Site and draught alongside. What is the size of area to be assigned for receiving the wreck pieces? There may be a substantial amount of debris to be handed , any delays to clear the site will lead to consequential delays in subsequent landing and increase on time / costs.	Reply at Sr. no.11. Draft alongside Berth no.10 & 11 is 13.1 mtrs. Port will provide sufficient area to keep wreck pieces.
37			Additional query	Is the contractor also required to cut up the wreck to truckable sizes, if so please advice maximum size /w eight permissible.	Yes, 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.
38			Additional query	Please confirm hot-work be permitted onboard the barge as well as at the designated disposal site to cut up the wreck to smaller sections.	Hot work will be permitted subject all hot work precautions being taken with prior permission of the Dy Conservator.
39			Additional query	Will MPT provide a crane (SWL) on dockside for handling debris or barge crane will be permitted to discharge the cargo. What is the distance of disposal site from assigned jetty and who will be responsible for transport from dockside to the disposal/ storage site	No crane will be provided by the Mormugao Port. The contractor will be responsible for transporting from Berth to the disposal /storage area distance about approx. 600 mts. from Berth No.11.
40			Additional query	What is the maximum load the assigned jetty can handle	5 Tons/ sqm.
41			Additional query	How is the Bidder expected to ascertain all the taxes and duties applicable in Goa. Kindly provide a check list for the same.	Tender condition prevails.
42			Additional query	How WCT will be applicable on services since the tender related only to services and does not involve the purchase of any material.	WCT will not be applicable on services.

43			Additional query	Kindly provide the Formats for Annexure-2 and Annexure-3.	Tender document Section IV Page no 33 is Annex-II (Method of work and Estimated Time Schedule) and page no 34 & 35 are Annex-III (Contractor's daily report). Enclosed herewith format as Annex-I details comprises with Schedule of Personnel, Craft and Equipments will part of Section IV of the tender document.
44			Additional query	Kindly explain all registration & statutory inspection fees in respect of the work contract.	Tender conditions are clear.
45			Additional query	Kindly explain what GCC stands for.	General Contract Conditions.
46			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.	Kindly provide us the rate of interest as mentioned in box-11(unable to locate the same in the Tender.)	No interest will be paid and payment will made as per the tender conditions.
47	Section-III Clause no 20 (n) wreck removal and marine services agreement	31	NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS. Any claim for interest will not be entertained by MPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of MPT in making payment.	Clause 9 e and 20 n are contradictory ((Interests on delayed payments)	No interest will be paid and payment will 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.
48	NIT	4	5 % of the contract value in the form Bank Guarantee from any Nationalised / Scheduled Bank, having its branch at Goa	Why only nationalized bank guarantees are sought , Why private bank guarantees are not being accepted since all nationalized and private banks are governed under RBI rules and Regulations and therefore no determent would be caused to MPT, even if BG from a Private bank is issued.	Please refer reply at Sr.no.25

49	ITT clause 1.8(d)	8	EMD Cost:- Rs 20,00,000/- in form of Bank Guarantee –	What if the government fails to have the contract ready in the stipulated time period ?	In unlikely event of such an occurrence for whatever reason, EMD shall be returned.
50	ITT clause 1.9(b)	8	MPT reserves the right to invite revised Techno-commercial bids with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason	In such a case, would all concerned parties be asked for a revised techno -commercial bid ?	Subject to the parties meeting the Minimum Eligibility Criteria.
51	ITT clause 1.10	9	TENDER VALIDITY:The tender shall remain valid for acceptance for a period of 180 days from the date fixed for opening of Technical Bid. MPT reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/E-mail. However, in the event of the Bidder agreeing to the request, he shall not be permitted to modify his tender. In the event of the Bidder is agreeing to the extension, the Bidder shall correspondingly extend the validity of the tender suitably against this Tender. In case Bidders do not agree to extend the validity of their offer beyond the validity period, EMD of such Bidders shall be refunded after award of the contract.	In case the bidder decides to not extend further. Shall the EMD be returned immediately or post the award of the tender to which the bidder shall no longer be a party?	EMD of such Bidders shall be refunded after award of the contract.
52	ITT clause 1.15	11	Other expenses	Please explain the extent of duties payable (On the removal or wreck also). In case of attorney etc fee for preparations these have to be paid by the bidders ? If yes, amount to be specified before.	Bidders to make such assessment themselves.
53	ITT Clause 1.16 - c point 2 -	11	The total prices will be evaluated based on lowest offer among competitive offer.	elaborate	Price bid
54	ITT Clause 1.21 (e) -	13	In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted amongst the main price and alternate offer submitted by them, if any.	Please define alternate offer submitted by them if any.	The word "and alternate offer submitted by them if any" to be deleted.

55	Section-I BOX no 4 wreck removal agreement	15	Name of Vessel & Year of Sinking	Principal dimensions (LOA, BEAM, GA PLAN) of each wreck to be provided.	Please refer reply at Sr. No. 19
56	Section-I BOX no 6 wreck removal agreement	16	Position of Vessel and Condition of Work site	1. Minimum and maximum water depth within the coordinates to be provided. 2. Information on presence of any bunker in any of the wrecks fuel tanks to be provided. 3. Removal of any wreck, pieces or any obstruction noticed by the port or the contractor outside the coordinates mentioned will be outside the scope of this contract.	1. Water depth are indicated in the survey report as uploaded on Port's website alongwith tender. 2. Reply at Sr no.32. 3. There are no wreck pieces beyond the immediate coordinates mentioned in the tender, if in advertly the Contractor drops any wreck pieces out side coordinates it shall be the removed forthwith by the contractor under intimation to the Deputy Conversator.
57	Section-I BOX no 7(I) wreck removal agreement	16	Nature of Services	Please define full satisfaction of MPT. Job of wreck removal to defined as per Nairobi Wreck Removal Convention.	Reply at Sr no. 1 & 2
58	Section-I BOX no 7(II) wreck removal agreement	16	Nature of Services	Please specify the manner in which the survey is to be carried out. Magnetometer, dive etc?	Please refer reply at Sr no. 2
59	Section-I BOX no.8 wreck removal agreement	16	Place of Delivery and/or Disposal of vessel	Size of the designated are by MPT to be shared to us. We would also require the distance from the jetty to the yard. Since the materials Managers shall be auctioning the material, do we require cutting it to a certain size of pieces or can it be left in the manner picked up by us?	Please refer reply at Sr No. 11 & 37
60	Section-I BOX no.11 wreck removal agreement	17	Time of Payment	Please specify duration from date of survey to preparation of report, submission to MPT and thereafter MPT to issue completion certificate	Tender condition prevails.

61	Section-I BOX no.11 wreck removal agreement	17	Cancellation Fee /Liquidated Damages	What if there is a delay in the port getting us permissions after the award of the tender. Situations such as local revolts etc.	The contractor has to take all such necessary permissions and clearances as specified at Section-III Clause no 6 Permits, wreck removal and marine services agreement. The contractor shall take necessary action to handle any such Situations as per laws prevailing.
62	Section-I BOX no.15 wreck removal agreement	17	Time of Completion of wreck removal within 120 weather working days with leave to extend 30 weather working days	Please define weather working days.	Weather working days means each day of 24 hrs in which wreck removal work has to be carried out including holidays and sundays also. Period in which such work cannot be carried out due to wheather has to be agreed to and certified by the Port.
63	Section-III Clause no 2 wreck removal and marine services agreement	20	Mobilisation of Equipment	Mobilisation of Equipment.... (Please confirm this period shall be separate from the working time)	Agreed.
64	Section-III Clause no 5(b) wreck removal and marine services agreement	21	Miscellenaous	The diving report in this case, can it be provided to us before submission of the bid?	Please refer reply at Sr No. 18
65	Section-III Clause no.6 wreck removal and marine services agreement	21	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.	Not acceptable, the MPT shall obtain for us all necessary clearances required for removal of the wreck. Including in the case of liens/mortgages registered on the wreck. When we remove, we wouldrequire having no previous liabilities of the wreck to be transferred on to us or affect us. Times to count weather working days will start after necessary permission have been obtained and designated place is assigned to contractor.	Tender condition prevails.

66	Section-III Clause no.8(c) wreck removal and marine services agreement	21	Delivery and/or Disposal	In a situation where in the designated area is full or not madeavailable to us for whatever reason and further space is required for whichMPT required to sell the previous material. Such demurrage ofcrafts/personnel pass on to MPT ?	Sufficient area will be made available by the Port.
67	Section-III Clause no.10 (b)(c) (d) wreck removal and marine services agreement	22	Extra Costs (b) All taxes and duties, or other levies payable in respect of in connection with this Agreement. (c) All cost incurred in obtaining and maintaining licence, approval, authorization or permits required to undertake and complete the Services in accordance with Clause 6 (Permits). (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.	No acceptable	Tender condition prevails
68	Section-III Clause no.12(e) wreck removal and marine services agreement	23	(e) Neither party shall be liable to the other part for: (i) any loss of profit, loss of use or loss of production whatsoever and whether or indirectly from the performance or non-performance of this agreement, and whether or not the same is due to negligence or any other fault on the part of either party, their servants, agents or sub – contractors: or (ii) any consequential loss or damages for any whatsoever, whether or not the same is due to any breach of contract, negligence or any other fault on the part of either party, their servants, agents or sub-contractors.	To be discussed	Tender condition prevails.

69	Section-III Clause no.19 wreck removal and marine services agreement	25	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.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.	Can we not operate our own boats instead of employing locallaunches. As local launches are time bound, where in such jobs require 24/7operations. IF NOT THEN Can we operate our zodiacs for internal transfers on crafts.	As per Port norms service Launches plying in the Port have to be employed. Kindly consult the Goa Launch Owners Association in this regard.
70	Section-III Clause no.20(k) (b)wreck removal and marine services agreement		In the event of any outbreak of illness or an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.	In such event shall extension of time be given to the contractor ?	Agreed.
71	Section-III Clause no.20(k)(e) wreck removal and marine services agreement		If as a result of Contractor's failure, negligence, omission, default or non- observance of any provisions of any laws, MPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, MPT shall be entitled to deduct the same from any moneys due or that they become due to the Contractor under this Contract or any other Contract or otherwise recover from the Contractor any sums which MPT is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.	Please define, as this is very open ended. Specially when removing old wrecks	Tender conditions are clear and shall prevails.

72	Section-III Clause no.20(n) wreck removal and marine services agreement		Any claim for interest will not be entertained by MPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of MPT in making payment.	Not acceptable. In the case there is no dispute and there is a delayed payment from the MPT, the company has to be made liable for interest earned on delayed payments.	Reply at Sr. no.47
73	Section-III Clause no.20(s) wreck removal and marine services agreement		Within 30 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. However, the contractor shall submit the complete report/relevant documents including ESI and PF deductions in respect of their employees alongwith the bill. The PAN, TIN, ESI, PF, Service Tax registration no., Name of the bank, State, Branch, MICR No., type of account and email address for EFT/ECS should be indicated on the bills for payment. Bills without the above details will not be processed. Payment shall be effected by EFT/ECS only.	Clause is in contrary to box 11 page 17.Please clarify.	Box no. 11 clause no. 20(s) is amended as 15 days instead of 30 days.
74			Additional query	Interference due to port movement: Any delay to the contractor caused by MPT due to port movements, dredging or any other activities by port will not be counted in calculation for weather working days. Such delay will be charged to MPT at agreed rate	Wreck removal area is away from operational area, therefore no such hindrance is envisaged. However, the contractor shall ensure that his crafts do not cause any hindrance by parking or working in the operational areas of the Port without the consent of the Deputy Conservator.
75			Additional query	Parking place for crafts: MPT should provide suitable berth for parking crafts of the contractor.	For anchorage in the east of breakwater may be allowed. However for bunkering, offloading wreck pieces and activities concerned with wreck removal berthing space will be provided.

76	Clause no. 1.5.1 Instruction to Tenderers	no. to	6	MINIMUM ELIGIBILITY CRITERIA (MEC)	Since the Minimum Eligibility Criteria as specified in ITT states that the bidder should have 7 Yrs Experience in under water salvage Filed and should have carried out at least 5 successful wreck removal jobs in the past , we RSFI was incorporated in year 2012 and have acutally under taken Salvage of INS Sindhurakshak in year 2013-14 & 14-15 . Kindly specify, if on the basis of above we are eligible to participate in the bidding process.	Tender condition prevails.
77	Clause no. 1.9 Instruction to Tenderers	no. to	8	MPT'S RIGHT TO ANNUL THE BIDDING PROCESS	with regards to annulment of Bidding Process – MPT must provided the bidder with written reasons for cancellation of its tender	Tender condition prevails.
78	Clause no. 1.9 Instruction to Tenderers	no. to	8	MPT'S RIGHT TO ANNUL THE BIDDING PROCESS	In case of any alternation or revision the techo- commerical plans, MPT must provide to the bidder a copy of the same in writing in advance so as to enable the bidder to reframe its operational plans accordingly.	Tender condition prevails.
79				Additional query	Whether the bidders who don't have EPF / ESI registrations can also participate in the bidding process.	Provided the Bidder is exempted by the Government or any other statutory authorities and can provide documentation / certification to the effect.
80	Clause no. 1.13 Instruction to Tenderers	no. to	9	TEST OF RESPONSIVENESS	Please clarify in details the clause of "Test of Responsiveness" – Clause 1.13 (iii) - what do you mean by " the right to reject any tender which In its opinion is non-responsive and etc .	Compliance of tender condition clause no.1.13 (i), (ii) &(iii)

81	Clause no. 1.15 Instruction to Tenderers	11	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.	Other Expenses & stamp duty - Why do the bidder have to bear the expenses incurred by MPT for preparation of the agreement.?	Tender condition prevails.
82	Clause no. 1.22 Instruction to Tenderers	13	MPT'S RIGHT TO ACCEPT OR REJECT A BID	Regarding MPT's right to accept or reject bid other than the lowest or to accept or reject any bid in whole or part – MPT must provide a written communication to the bidder before rejection of his bid.	Tender condition prevails.
83	Section-III Clause no.2(a) wreck removal and marine services agreement	19	The Services The Contractor agrees to exercise due care in rendering the Services which shall include: a) Removal of entire and complete wreck, including wreck pieces on seabed and fully/partially submerged to the full satisfaction of MPT.	The services – kindly elobrate in details the term “ Full Satisfaction of MPT”.	Reply ar Sr. No.1 & 2. Tender condition prevails.
84			EXECUTION The Contractor shall, in consideration of payments to be made to him as herein after provided, execute and do the Works set forth as described in the scope of the work and specifications, including any amendments to tender clauses.	Execution – any amendments to the tender clauses which will increase the scope of work set forth will be treated as “Growth of Work” and shall be liable to be charged accordingly.	Tender condition prevails.
85			Additional query	Can you please provide the specification sheets giving dimensions etc of the wrecks to be removed?	Please refer reply at Sr.no.18
86			Additional query	Can you provide relevant plans of wrecks to be removed?	Please refer reply at Sr. No.18

87	Clause no. 1.5.1 Instruction to Tenderers	6	MINIMUM ELIGIBILITY CRITERIA (MEC)	Pre-Qualification Criteria – Can the parent company stand guarantee for the subsidiary company in India and the subsidiary company be allowed to Bid? Subsidiary company has been incorporated for 4 years and removed 2 wrecks – total cost about Rs 250 Crores?	Tender condition prevails.
88			Additional query	How much of Fuel was o/b at the time of sinking of these wrecks and where were they located?	Please refer reply at Sr.no.32
89			Additional query	Was an attempt made in the past to remove the fuel?	Please refer reply at Sr.no.32
90	ITT clause 1.8(d)	8	EMD Cost:- Rs 20,00,000/- in form of Bank Guarantee –	Can the EMD be submitted in the form a DD/Banker’s cheque rather than a Bank Guarantee?	Yes. But DD only.
91			Additional query	Can the Authorised person of the Company sign all the documents for the Company?	Yes. Authorisation letter to be enclosed.
92			Additional query	Regarding EPF and ESI registration, same is not required for our Company as the total number of employees is only 14 persons.	Subject to the condition that all statutory requirementa are complied with.
93	Clause no. 1.21 Instruction to Tenderers	13	Evaluation of Price Bid,	<u>Evaluation of Price Bid</u> , sub clause d) – pleas explain the meaning of this clause?	Port asks for any reduction/rebate in prices.However, if such reduction/rebate is from the recommended Bidder (i.e L1-Lowest Bidder), then such rebate shall be taken into account while awarding the work.
94			Additional query	place of delivery of wreck pieces – pls advise this location?	Please refer reply at Sr. no.11

95				Removal.....to the full satisfaction of MPT. Pls advise till what depth below the sea bed/mud line are the wreck pieces to be removed? What is the maximum size of wreck piece/steel that can be left behind? Normally in International contracts maximum size that can be ignored is 1 metre x 1 metre.	All wreck pieces are to be removed.
96	Section-III Clause no. 2(c)wreck removal and marine services agreement	19	Removal of the entire and complete wreck, including all pieces and shift it to safer place as identified by Mormugao Port Trust (location will be identified and informed later). The Contractor are required remove and transport all wrecks mentioned above to the designated place as identified by Mormugao Port at risk and cost of the Contractor. Disposal action for the wreck will be undertaken under e-auction by Material Management Department, Mormugao Port Trust, Goa	Page 19, sub clause 2(c) – please advise this location to include in costing.	Please refer reply at Sr.no.11
97	Section-III Clause no. 2(d)wreck removal and marine services agreement	20	The Contractor shall provide the Personnel, Craft and Equipment set out in Annex I of this Agreement which the Contractor deems necessary for the Services based upon the Specifications, Condition and Position of the Vessel and Worksite set out in Boxes 4:5 and The Contractor’s Method of Work and Estimated Time Schedule shall be described in Annex II, utilizing the Personnel, Craft and Equipment described in Annex I.	Page 20, sub clause 2(d) – Could not find Annex I in the tender document.	Please refer reply at Sr. No.43
98			Additional query	Pls provide a copy of the Preliminary Diving Report.	Please refer reply at Sr. No.18
99	Section-III Clause no. 8(c)wreck removal and marine services agreement	21	(c) 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.	Page 21, sub clause 8c) – pls explain the meaning of this clause.	All the wreck pieces of vessels are removed and landed in the area demarcated by the Port under the said tender.

100	Section-III Clause no.9(e) wreck removal and marine services agreement	22	(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.	Page 22, sub clause 9e) – what is the rate of interest payable by MPT?	Please refer reply at Sr. No.47
101	Section-III Clause no.10(d) wreck removal and marine services agreement	22	(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	Page 22, sub clause 10d) – pls explain this point.	Tender conditions are clear and shall prevail.
102	Section-III Clause no. 20(j)(ii)wreck removal and marine services agreement	28	(ii) The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 3 copies) must be borne by the successful Bidder. Stamp paper shall be purchased in the state of Goa.	Page 28, sub clause j(ii) – pls advise what will be the total cost of stamping etc?	Cost of Stamp paper for commerical agreement is Rs. 1000/- (Rupees One Thousand only)
103	Section-III Clause no. 20k(e)wreck removal and marine services agreement	29	e. If as a result of Contractor's failure, negligence, omission, default or non- observance of any provisions of any laws, MPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, MPT shall be entitled to deduct the same from any moneys due or that they become due to the Contractor under this Contract or any other Contract or otherwise recover from the Contractor any sums which MPT is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.	Page 29, sub clause k(e) – pls explain this clause.	Incase where the contractor does not pay any registration and statutory inspection fees if any called upon by the Statutory bodies. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor. Tender conditions are clear.

104	Section-III Clause no. 20(l)wreck removal and marine services agreement	29	Fair wages: The Contractor shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Labour Department of the State payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force in the country, the minimum rates of wages for any person/persons will be paid as applicable.	Page 29, sub clause (i) – pls explain what are the prevailing rates of fair wages?	As per Government's applicable rates.
105	Section-III Clause no. 20(m)wreck removal and marine services agreement	31	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.	Page 31, sub clause (m) – pls advise percentage rate of IT deduction at source.	As per Government's applicable rates.
106	Section-III Clause no. 20(n)wreck removal and marine services agreement	31	NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS.Any claim for interest will not be entertained by MPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of MPT in making payment.	Page 31, sub clause (n) – here it says no interest will be paid for delayed payments, whilst the earlier clause stated that interest will be paid to the Contractor for delayed payment?	Please refer reply at Sr.No.47

107	Section-III Clause no. 20(s)wreck removal and marine services agreement	31	<p>TERMS OF PAYMENT</p> <p>Within 30 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. However, the contractor shall submit the complete report/relevant documents including ESI and PF deductions in respect of their employees alongwith the bill. The PAN, TIN, ESI, PF, Service Tax registration no., Name of the bank, State, Branch, MICR No., type of account and email address for EFT/ECS should be indicated on the bills for payment. Bills without the above details will not be processed. Payment shall be effected by EFT/ECS only.</p>	Page 31, sub clause (s) – here it states that payment will be made in 30 days whilst earlier clauses stated 15 days?	Please refer reply at Sr. No.73
108	Appendix-I	36	Tender form	Page 36, sub clause 3) – what does GCC stand for? General Conditions of Contract?	Yes
109	Appendix-IV	41	FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT	Page 41, Bank Guarantee – Can the BG be issued from HDFC Bank?	Acceptable
110	Section-III Clause no. 2(d)wreck removal and marine services agreement	20	Remove the entire the wreck and pieces by underwater cutting at present site if the concerned Govt. Authorities permit. In so far as it is in consistent with the nature of the services to be rendered under this Agreement, the Contractor will also exercise due care to prevent and minimise damage to the environment. The Services shall be rendered under the principle of “No Cure, No pay”.	Please cancel “NO CURE NO PAY BASIS” point.	Tender condition prevails.
111	Section-III Clause no 5 (b) wreck removal and marine services agreement	21	The MPT will provide the contractor a copy of the preliminary diving report. The contractor shall make his own assessment by any and all means possible, before commencing work of removal of the wreck.	Pre underwater survey required with concern authority permission.	Please refer reply at Sr. No.30. Permission to be obtained from the Deputy Conservator.

112	Section-III Clause no 5 (b) wreck removal and marine services agreement	20	Removal of the entire and complete wreck, including all pieces and shift it to safer place as identified by Mormugao Port Trust (location will be identified and informed later). The Contractor are required remove and transport all wrecks mentioned above to the designated place as identified by Mormugao Port at risk and cost of the Contractor. Disposal action for the wreck will be undertaken under e-auction by Material Management Department, Mormugao Port Trust, Goa	Wreck recovered by us will be property of ours. Charges for wreck removal to be bear by MPT.	After removal of wrecks / wreck pieces are to be handed over to the Port through Port representative at a designated place mentioned in the reply at Sr. No.10 & 11.
113	Section-1 Box No.15 wreck removal agreement	17	Time of Completion of wreck removal : within 120 weather working days with leave to extend 30 weather working days.	Days of extension (if required).	Please refer reply at Sr. No.3.
114	Section-1 Box no. 9 wreck removal agreement	16	Payments Fixed Price (in figures and words)Rs./-(Rupees only) inclusive of Govt. taxes Total amount payable to the contractor is Rs./- (Rupees.....) Besides wreck removal remuneration wreck of the vessel and as part and parcel of this Wreck removal contract.	Taxes: - All concern pending Govt. Or Non-Govt. taxes & dues (Sales, excise etc.) regarding wrecks shall be borne/clear by MPT.	Payment fixed price inclusive all Govt. taxes.
115	Section-III Clause no. 6 wreck removal and marine services agreement	21	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.	Wreck removal permissions from Port/Customs/Pollution/Police or any other authority to be given by MPT for all our machinery & manpower.	Tender condition prevails.
116			Additional query	(i)Local problems shall be solved by MPT (If any). (ii) If main owner claims for wreck, MPT shall sort out the matter.	(i)Please refer reply at Sr. No.61. (ii) Since, these wrecks are old and unclaimed, as the Receiver of the wrecks no claims against the wrecks will be accepted.

NOTE : PLEASE NOTE THAT DATE AND TIME OF SUBMISSION OF TENDER HAS BEEN FIXED ON 15/11/2016 AT 1030 HRS .