

MORMUGAO PORT AUTHORITY
ENGINEERING MECHANICAL DEPARTMENT

**Name of the tender: “DESIGN, SUPPLY, BUILD, INSTALL, OPERATE AND MAINTAIN
02 NOS. AUTOMATED (UNMANNED) TYPE ROAD
WEIGHBRIDGES OF CAPACITY 100 MT WITH
MICROPROCESSOR AT MORMUGAO PORT AUTHORITY FOR
A PERIOD OF 10 YEARS ON REVENUE SHARE BASIS”.**

TENDER NO. : CME / PD / VIII / 2023

ADDENDUM - II

CORRECTIONS / ADDITIONS / DELETIONS, ETC...

[Total Number of Pages: 08]

NOTE :

1. This “Addendum” should be read in conjunction with Tender Document reference no. CME/PD/VIII/2023
2. All other terms and conditions of the Tender Document will remain unchanged.
3. One set of this “Addendum”, along with one set of Tender Document, shall be submitted along with the Proposal (in Cover-I), duly signed and stamped, as token of acceptance.

REPLY TO CLARIFICATION RAISED BY THE BIDDERS

Name of the tender: DESIGN, SUPPLY, BUILD, INSTALL, OPERATE AND MAINTAIN 02 NOS. AUTOMATED (UNMANNED) TYPE ROAD WEIGHBRIDGES OF CAPACITY 100 MT WITH MICROPROCESSOR AT MORMUGAO PORT AUTHORITY FOR A PERIOD OF 10 YEARS ON REVENUE SHARE BASIS - REPLY TO QUERIES

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SR. NO.	CLAUSE NO.	PAGE NO.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
1.	1.4.2	12	<p><u>Similar Work Criteria</u></p> <p>a) Supply, installation, testing and commissioning of 1 No. Automated/unmanned road weighbridge of 100MT or above capacity in last seven years OR</p> <p>b) Operation and Maintenance of 1 No. Automated/unmanned road weighbridge of 100MT or above capacity in last seven years OR</p> <p>c) Operation of 1 No. Automated/unmanned road weighbridge of 100MT or above capacity in last seven years OR</p> <p>d) Maintenance of 1 No. Automated/unmanned road weighbridge of 100MT or above capacity in last seven years.</p>	<p>Similar experience should also be included for Supply, installation, testing, commissioning and operation of 1 No. road weighbridge of 100MT or above capacity in last seven years. As the purpose is that the agency should have the experience in operation of the weighbridge. Manufacturer does not provide such type of services to the customers.</p>	<p>Tender condition prevails</p>
2.	2.3.2	23	<p><u>Commencement of Contract:</u></p> <p>The contractor shall carry out Design, supply, built, install, operate and maintain 02 nos. of Automated (unmanned) type Road Weighbridges of capacity 100 MT weighing capacity weighbridges and complete all allied works and requisite manpower within 60 days from the date of handling over of site.</p>	<p>The contractor shall carry out Design, supply, built, install, operate and maintain 02 nos. of Automated (unmanned) type Road Weighbridges of capacity 100 MT weighing capacity weighbridges and complete all allied works and requisite manpower within 60 days from the date of receipt of all the clearances for setting up of Weighbridges.</p>	<p>Tender condition prevails. However, the clause is amended as below:- <u>Commencement of Contract:</u> The contractor shall carry out and complete the work of Design, supply, built, install and commission 02 nos. of Automated (unmanned) type Road Weighbridges of capacity 100 MT weighing capacity weighbridges and complete all allied works with requisite manpower within 60 days from the date of handling over of site. Thereafter, operation and maintenance of both the Weighbridges shall be carried out by the contractor for a period of 10 years on commissioning of Weighbridges, on Revenue share basis.</p>

SR. NO.	CLAUSE NO.	PAGE NO.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
3.	2.5.1	24	The Port shall collect the charges towards the weighment of cargo from Port Users as per the scale of Rates (SoR). Any change in SOR would not be applicable to the successful bidder.	The Port shall collect the charges towards the weighment of cargo from Port Users as per the scale of Rates (SoR). Any change in SOR should also be applicable to the successful bidder due to increase in the cost of operation & maintenance cost, increase in the spare parts cost, increase in the wages, electricity charges, maintenance cost of ramp, etc.	Tender condition prevails
4.	3.1.35	33	During the currency of the contract, MPA is at liberty to procure or hire and install more weighbridges through MPAs own resources or through outsourcing. In other words, the present contractor will not create any monopoly of the successful bidder for carrying out the business of weighment.	During the currency of the contract, MPA is at liberty to procure or hire and install more weighbridges through MPAs own resources or through outsourcing. If desired by the Port, first preference should be given to the successful bidder and if bidder refuses then it is to be awarded to other bidders	Tender condition prevails. However, the clause is amended as below:- During the currency of the contract, MPA is at liberty to procure or hire and install more weighbridges through MPAs own resources or through outsourcing.
5.	3.1.36	33	The Contractor shall not have objections in operations of 2 nos. existing weighbridges operated by a private party on Revenue share basis.	The Contractor shall not have objections in operations of 2 nos. existing weighbridges operated by a private party on Revenue share basis. The revenue share should not be favourable to the private party other than successful bidder.	Tender condition prevails. However, the clause is amended as below:- The Contractor shall not have objections in operations of existing weighbridges operated by a private party on Revenue share basis.
6.	3.2(g)	34	The contractor shall arrange for transport, gate pass, accommodation, medical facility etc. for the work men deployed under this contract at his own cost.	The contractor shall arrange for transport, gate pass, accommodation, medical facility etc. for the work men deployed under this contract at his own cost. Gate pass to the employees of the successful bidders to be provided, free of cost.	Tender condition prevails
7.	3.4	34	Maintenance	For periodic maintenance, 1 day per month per weighbridge should be allowed to the successful bidder.	Tender condition prevails

SR. NO.	CLAUSE NO.	PAGE NO.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
8.	3.5	35	<p><u>DAMAGE CHARGES FOR NON-COMPLIANCES:</u></p> <p>For not achieving the Availability of weighbridge:</p> <p>If the contractor fails to meet the availability of weighbridge @ 95% per month, 'Damage charges for non-compliances' @ Rs. 400/- per weighbridge per hour or part thereof shall be deducted from the monthly bills as per the calculations given below.</p>	The rate of Rs 400 per hour is on the higher side and should be considered Rs 100 per hour. If the weighbridges remains inoperative, ultimately it will be the direct loss to the bidder. Hence it should be if the contractor fails to meet the availability of weighbridge @ 95% per month, 'Damage charges for non-compliances' @ Rs. 100/- per weighbridge per hour or part thereof shall be deducted from the monthly bills	Tender condition prevails
9.	4.3	38	The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract.	As the price to be quoted based on revenue sharing, it should be linked with the SoR rate of the Port.	Tender condition prevails
10.				Estimated tender value may be informed.	The contract is on Revenue Share Model.
11.				Quantity in MT of last 10 years cargo handled by the Port.	Details attached at Annexure.
12.				Any other agency is operating the similar works in the Port or not	Yes.
				Whether all the quantity being weighed for port in and out will be weighed through these weighbridges only.	No.

AMENDMENT TO CLAUSES

NAME OF THE TENDER: DESIGN, SUPPLY, BUILD, INSTALL, OPERATE AND MAINTAIN 02 NOS. AUTOMATED (UNMANNED) TYPE ROAD WEIGHBRIDGES OF CAPACITY 100 MT WITH MICROPROCESSOR AT MORMUGAO PORT AUTHORITY FOR A PERIOD OF 10 YEARS ON REVENUE SHARE BASIS

e-TENDER No.: CME / PD / VIII / 2023

SR. NO.	CLAUSE NO.	PAGE NO.	TENDER CONDITION	AMENDMENT
1	2.10	25	<p>DEFAULT OF THE CONTRACTOR</p> <p>If the Contractor makes any default or on the occurrence of anyone or more of the following events that is to say;</p> <p>If the Contractor fails to commence the work within 60 days from the date of issue of LOA</p>	<p>DEFAULT OF THE CONTRACTOR</p> <p>If the Contractor makes any default or on the occurrence of anyone or more of the following events that is to say;</p> <p>If the Contractor fails to commence the work within 60 days from the date of handing over of site</p>
2	3.1.2	30	<p>INSTALLATION & COMMISSIONING OF WEIGHBRIDGES</p> <p>The contractor shall carry out Design, supply, built, install, operate and maintain 02 nos. of Automated (unmanned) type Road Weighbridges of capacity 100 MT weighing capacity weighbridges and complete all allied works and requisite manpower within 60 days from the date of handling over of site. Delay in commissioning of the weighbridges beyond scheduled completion period shall attract damage charges for non-compliances as per Clause no. 3.5.</p>	<p>INSTALLATION & COMMISSIONING OF WEIGHBRIDGES</p> <p>The contractor shall carry out Design, supply, build, install and commission 02 nos. of Automated (unmanned) type Road Weighbridges of capacity 100 MT weighing capacity weighbridges and complete all allied works and requisite manpower within 60 days from the date of handling over of site. Delay in commissioning of the weighbridges beyond scheduled completion period shall attract damage charges for non-compliances as per Clause no. 3.5.</p>
3	3.1.3	31	<p>The Contractor shall inspect and study the proposed site for installation of the weighbridge, identified by Port and accordingly design the foundation plan with complete layout drawings taking into consideration space limitations, in consultation with the Port Engineer. Exact location of the weighbridges along with layout will be intimated to the contractor by MPA later.</p>	<p>The Contractor shall inspect and study the proposed site for installation of the weighbridge, identified by Port and accordingly design the foundation plan with complete layout drawings taking into consideration space limitations. The tentative location of these weighbridges is on the service lane of the new 4 lane road under construction as shown in the drawing attached herewith. However, exact location of the weighbridges along with layout will be intimated to the contractor by MPA later.</p>
4	31.37	33	<p>The sharing of cargo for weighment between different private operators will be done solely by the decision of the Traffic Manager / MPA.</p>	<p>Clause stands deleted</p>
5	ANNEXURE I	41	<p>Tender Form at Annexure I</p>	<p>Tender Form at Annexure I has been amended and attached herewith</p>

TENDER FORM

(Note: - Bidders are required to fill up all the blank spaces in this Tender Form)

To,

The Chief Mechanical Engineer,
Mormugao Port Authority,
Headland Sada Vasco.

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“DESIGN, SUPPLY, BUILD, INSTALL, OPERATE AND MAINTAIN 02 NOS. AUTOMATED (UNMANNED) TYPE ROAD WEIGHBRIDGES OF CAPACITY 100 MT WITH MICROPROCESSOR AT MORMUGAO PORT AUTHORITY FOR A PERIOD OF 10 YEARS ON REVENUE SHARE BASIS”**. We the undersigned, offer to execute the Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to deposit within 21 days from the date of receipt of the letter of acceptance, Performance Security to the extent of Rs. _____ in the manner set forth in the GCC of tender.
3. We further undertake, if our tender is accepted, to enter into and execute within 28 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We have deposited Earnest Money Deposit as per the instructions.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 28 days or extended time thereafter from the date of receipt of letter of acceptance, the deposit of Earnest Money shall stand forfeited to the Authority.
7. We hereby undertake that the **“Design, Supply, Build, Install and Commission of 02 Nos. Automated (Unmanned) Type Road Weighbridges of Capacity 100 MT With Microprocessor at Mormugao Port Authority will be carried out within a period of 60 days from the date of handing over the site or within extended period, if any, as decided by the Competent Authority, MPA and operation and maintenance of both the Weighbridges shall be carried out for a period of 10 years on Revenue Share Basis, failing to comply the above strict action may be taken if necessary i.e. EMD may be forfeited, contract shall be terminated and contractor shall be debarred for participation in Tending process at the Port for a period not exceeding 2 years as decided by the Competent Authority, MPA.**
8. We agree that the payment shall be made directly to us by the Port Authority in Rupees.
9. We understand that you are not bound to accept the highest or any tender you may receive.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign the Tender for and on behalf of

(IN BLOCK CAPITALS)

Witness

Signature:

Address:

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