# MORMUGAO PORT AUTHORITY ENGINEERING MECHANICAL DEPARTMENT

Name of the tender: "Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA"

TENDER NO.: CME / PD / VIII / 2022

#### **ADDENDUM - II**

#### CORRECTIONS / ADDITIONS / DELETIONS, ETC...

[Total Number of Pages: 14]

#### NOTE:

- 1. The "Addendum-II" should be read in conjunction with Tender Document reference no. CME / PD / VIII / 2022.
- 2. The due date of submission of Proposal by the prospective bidders is extended to 17.10.2022 at 11:00 hrs. and the date of opening of Proposal (Cover-I) is extended to 17.10.2022 at 11:30 hrs.
- 3. All other terms and conditions of the RFP Document will remain unchanged.
- 4. One set of "Addendum-II", along with one set of RFP Document, shall be submitted along with the Proposal (in Cover-I), duly signed and stamped, as token of acceptance.

Name of the tender: Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA - Reply to pre-proposal queries

Sr.	Reference	Clause No./	Bidder's Clarification	Clarification
No.	Document	Page No.		
1.	Section –II Scope of Work (TOR)	Cl. 2.7/ Pg. 19 of 75/ Deliverables S. No. 5 & 8	Bidder understands that publishing of NIT/ advertisement shall be in MPA scope. Hence, cost towards the same shall be borne by MPA. Please confirm.	e- tender will be invited by MPA on EProcurement website
2.	Section –II Scope of Work (TOR)	Cl. 2.7/ Pg. 19 of 75/ Deliverables S. No. 7	Bidder understands that responses to only technical queries are to be provided by consultant.  Please confirm.	All queries raised by the prospective bidders shall be replied by the consultant.
3.	Section –II Scope of Work (TOR)	Cl. 2.7/ Pg. 20 of 75/Deliverables, S. No. a) of NOTE & Cl. 2.8/ Pg. 21 of 75/ Time and Payment Schedule/ S. No. c)	Bidder requests MPA to tentatively define the envisaged timelines for providing their comments/ requisite documents during various activities listed in the referred clause.	Cannot be provided at this stage. Tender Condition Prevails.
4.	Section –II Scope of Work (TOR)	Cl. 2.7/ Pg. 20 of 75/ Deliverables, S. No. b) of NOTE	As per referred clause 2.7, submission timelines of consultant's deliverables is linked with the receipt of input/ concurrence/ acceptance by the MPA. Therefore, completion period of 130 days and liquidated damages defined in the referred clause is ambiguous and misleading. Accordingly, bidder requests modification of the referred clause as follows:  "The consultant is expected to complete the entire work as per Deliverables given above, within130 days, excluding the deliverable indicated at item 10, which shall be as per the scope of work specified in the final tender	Tender Condition Prevails.

Name of the tender: Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA - Reply to pre-proposal queries

Sr. No.	Reference Document	Clause No./ Page No.	Bidder's Clarification	Clarification
			document accepted by MPA failing which Liquidated Damages as per clause no. 4.29 shall be levied."	
5.	Section –II Scope of Work (TOR)	Cl. 2.8/ Pg. 21 of 75/ Time and Payment Schedule/ S. No. 1. b)	Bidder requests that the referred clause may please be modified as follows:  Submission of Preliminary Final DPR (Detailed Project Report) on recommendation of design after incorporating the suggestions / requirements of the MPA  On Submission of Final DPR on concurrence of Preliminary Final DPR by MPA  On Submission of Final DPR on concurrence of Preliminary Final DPR by MPA  On Submission of Final DPR on concurrence of Preliminary Final DPR by MPA  On Submission of Final DPR on concurrence of Preliminary Final DPR by MPA	Tender Condition Prevails.
6.	Section –II Scope of Work (TOR)	Cl. 2.8/ Pg. 21 of 75/ Time and Payment Schedule/ S. No. 2. a)	Bidder requests that the referred clause may please be modified as follows:  Replies to Pre-bid queries & Technical bid evaluation, Price Bid evaluation & recommendations if any, up to quoted award of work to the successful bidder for the Project (Contractor).	Tender Condition Prevails.
7.	Section –II Scope of Work (TOR)	Cl. 2.8/ Pg. 21 of 75/ Time and Payment Schedule/ S. No.3. "STAGE 3"	Considering the quantum of efforts involved during respective stages, bidder requests that the referred clause may please be modified as follows:  a) On Vetting and Forwarding by the consultant the last of the Drawings, Design data, Design Calculations, QAPs, Milestones/Bar Charts, document etc. as the case may be, to the Third Party Agency appointed by MPA for final Verification/Approval.	

Name of the tender: Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA - Reply to pre-proposal queries

Sr. No.	Reference Document	Clause No./ Page No.	Bidder's Clarification	Clarification
			ii) Erection and installation  10% of quote amounts	tender Condition Prevails.  Tender Condition Prevails.  Tender Condition Prevails.
			c) On obtaining the PESO Certificate through Contractor and handover the same to MPA after: iii) Vetting of As-built drawings submitted by the contractor. ii) Getting final approval for the drawings from the Third Party Inspection Agency appointed by the Port and	d nt of the d

Name of the tender: Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA - Reply to pre-proposal queries

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			iii) Submission of the approved drawings to PESO for their approval.	
8.	Section –II Scope of Work (TOR)	Cl. 2.8/ Pg. 22 of 75/ Time and Payment Schedule/ S. No. f)	As per last activity defined in Time & Payment Schedule, final percentage of the quoted amount will be paid to consultant after 'obtaining the PESO Certificate through Contractor and handover the same to MPA'. Therefore, the retention money defined in the referred clause is duplication. Hence, bidder requests MPA to delete the referred clause pertaining to Retention Money.	Tender Condition Prevails.
9.	Section – III Instructions to Applicants	Cl. 3.5.2(B) and 3.5.3/Pg. 26 &27 of 75/Conditions of Eligibility of Applicants	Bidder requests MPA to allow submission of <i>Audited Financial Statements</i> for the last three financial years (2019-20, 2020-21, 2021-22) instead of certificate from Statutory Auditor.	Tender Condition Prevails.
10.	Section – III Instructions to Applicants	Cl. 3.5.4/Pg. 27 of 75 Conditions of Eligibility of Applicants	Bidder requests that signed CV's indicating the nature of work carried out by the key personnel in respective Eligible assignments, counter signed by authorized signatory of the bid document may be accepted instead of "experience certificates" mentioned in the referred clause.	Tender Condition Prevails.
11.	Section – III Instructions to Applicants	Cl. 3.6.5.2/Pg. 29 & 30 of 75/ Eligible Assignments	Bidder requests Client to forgo the requirements of Statutory Auditor certification mentioned in the referred clause and consider LOA/ Work Order/ Completion Certificates as necessary and sufficient document in this regard.	Tender Condition Prevails.

Name of the tender: Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA - Reply to pre-proposal queries

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		<u> </u>	Bidder further requests to allow submission of Form-9 and Form-11, self-certified by the authorized signatory of the firm.	
12.	Section – III Instructions to Applicants	Cl. 3.17/Pg. 34 of 75/ Performance Security	Bidder requests Client to modify the clause and allow submission of Performance Bank Guarantee within 30 days(instead of 15 days mentioned in the referred clause) from the date of issue of Letter of Acceptance (LoA).	Performance Bank Guarantee may be submitted <i>within 21 days</i> from the date of issue of Letter of Acceptance (LoA).  Clause 3.17 has been amended accordingly.
13.	Section – III Instructions to Applicants	Cl. 3.17/ Pg. 34 of 75/ Performance Security- <b>Note</b>	Bidder requests deletion of the referred Note regarding penalty for delay in submission of Performance Security.	Tender Condition Prevails.
14.	Section – IV General Conditions of Contract (GCC)	Cl. 4.22/Pg. 45 of 75/ Working Hours, Overtime, Leave, etc.	Bidder requests Client to modify the clause as , "Working hours of key personnel shall normally be 10 hours a day 08 hours a day and six days a week."	As stated in the clause, the consultant has to complete the job in prescribed time frame and the MPA shall not make any payment for any overtime.
15.	Section – IV General Conditions	Cl. 4.24/Pg. 45 of 75/ Substitution of Key Personnel	Please note that penalties mentioned in the referred clause are too high and should be restricted to maximum 5% of the balance amount due towards the respective personnel replaced. However, bidder requests to	Tender Condition Prevails.

Name of the tender: Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA - Reply to pre-proposal queries

Sr. No.	Reference Document	Clause No./ Page No.	Bidder's Clarification	Clarification
	of Contract (GCC)		waive of penalty on substitution of Key personnel on grounds of any exigencies, health grounds, untoward/unforeseen circumstances.	
16.	Section –II Scope of Work (TOR)	Cl. 2.2.1, 2.2.1(a)/ Background Information/ Pg. 14 of 75	Bidder requests Client to confirm whether three (03) nos. of tower monitors or three (03) nos. of ground monitors are existing.	3 nos. Ground Monitors mounted on lattice tower of approx. 3 mtr. height.
17.	Section –II Scope of Work (TOR)	Cl. 2.2, 2.3/ Background Information, Scope of Work for Consultancy Services/ Pg. 14-18/75	Bidder requests Client to clarify whether any interlock between Firefighting system and Fire & gas detection system is envisaged.	Presently there is no Fire & Gas detection system at Berth No. 8 of MPA.
18.	Section –II Scope of Work (TOR)	Cl. 2.2, 2.3/ Background Information, Scope of Work for Consultancy Services/ Pg. 14-18/75	Bidder requests Client to confirm if there is any existing berth and control room, and if so, any modification is envisaged in the same.	Yes. Bidder has to envisage for any modifications required.

Name of the tender: Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA - Reply to pre-proposal queries

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19.	Section –II Scope of Work (TOR)	Cl. 2.2, 2.3/ Background Information, Scope of Work for Consultancy Services/ Pg. 14-18/75	Bidder requests Client to specify the location of Control Room (at Berth or in Plant/Terminal).	At Berth No. 8 of MPA
20.	Section –II Scope of Work (TOR)	Cl. 2.2, 2.3/ Background Information, Scope of Work for Consultancy Services/ Pg. No. 14-18/75	Bidder requests Client to define Instrumentation and control deliverable to be prepared.	Bidder has to assess the site requirement as per the scope of work
21.	Section –II Scope of Work (TOR)	Cl. No. 2.3/ Scope of Work for Consultancy Services/ Pg. No. 16/75	Bidder understands that the all procurement shall be in the scope of EPC contractor. The scope of bidder shall be limited to review and approval of documents and drawings submitted by vendors/ EPC contractors. Please confirm.	Tender Condition Prevails

Name of the tender: Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA - Reply to pre-proposal queries

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22.	Section –II Scope of Work (TOR)	Cl. No. 2.3/ Scope of Work for Consultancy Services/ Pg. No. 16/75	Bidder understands that following top side facilities or modifications are not envisaged in bidder's scope of work: -  i) Berthing aid System  ii) Load monitoring system  iii) Mooring System  iv) Ship Shore Link  v) Weather/ environment monitoring system  vi) CCTV system  vii) Access control system and Intrusion detection system	Refer scope of work - Section-II (TOR)
23.	Section –II Scope of Work (TOR)	Cl. No. 2.3/ Scope of Work for Consultancy Services/ Pg. No. 16/75	Bidder understands that detailed engineering of the Augmentation of Fire Fighting Facilities is not included in the scope of work of the bidder.	Refer Clause No. 2.3 (b) which is self-explanatory.

Name of the tender: Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA - Reply to pre-proposal queries

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24.	Section –II Scope of Work (TOR)	Cl. No. 2.3/ Scope of Work for Consultancy Services/ Pg. No. 16/75	Bidder understands that expansion of existing fire water pump house, if required, is excluded from Bidders scope of work.  Please confirm.	Refer Clause No. 2.3, which states that a Consultant has to study the existing system, shall carry out detailed Engineering for Augmentation of existing Firefighting system, shall recommend a design as per OISD guidelines & requirements,
25.	Section –II Scope of Work (TOR)	Cl. No. 2.3/ Scope of Work for Consultancy Services/ Pg. No. 16/75	Bidder understands that the Health check of existing fire water network piping, static firefighting equipments, fire extinguishers, fire water pumps, etc., are excluded from Bidders scope of work.  Please confirm.	shall identify detailed works required to be carried out for the Project work and submit a DPR.
26.	Section –II Scope of Work (TOR)	Cl. No. 2.3/ Scope of Work for Consultancy Services/ Pg. No. 16/75	Since firefighting system is mentioned in the tender only and Fire & Gas detection system is not mentioned in the tender. Bidder requests Client to clarify whether any new PLC based Fire and Gas detection system and F&G devices are envisaged in bidder's scope of work.	

Name of the tender: Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA - Reply to pre-proposal queries

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		Clause No./ Page No.  Cl. No. 2.7 – Sr. No. 1 of Table/ Deliverables/ Pg. No. 18/75	Considering the activity in the referred clause required data collection from site, Bidder requests Client to modify the clause as:  Sr. Activity Time  No  1 Checking the adequacy and shortcomings of the existing firefighting system including pumps and other equipment installed at Berth No. 8 of MPA in detail for handling POL products, Gas and Chemicals date of as per OISD- 156 norms/guidelines and submission of Draft DPR (Detailed Project Report) on of all recommendation of design to make the firefighting editable Assystem OISD- 156/PESO Compliant including built submission of estimate (Detailed measurement, rate drawings by	
			analysis and abstract estimate). The copies of budgetary quotations and Govt. approved rates shall be enclosed for verification.	

Name of the tender: Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA - Reply to pre-proposal queries

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140.	Document	rage No.		
28.	Section –II Scope of Work (TOR)	Cl. No. 2.12/ Documents to be made available by the MPA/ Pg. No. 23/75	Bidder understands that the following documents shall be made available (preferably in the editable format) by the Client to the successful bidder after award of the work: -  • Overall Layout Drawing • General Layout of Offsite Drawing for Fire Fighting System • General Layout of Fire Water Pump House Drawing • Engineering Design Basis of Fire Fighting System of the existing system • Design Calculations of Fire Fighting System of the existing system • Piping & Instrumentation Drawing (P&ID) Fire Water Network System • P&ID Fire Water Pump House Drawing • P&ID Foam System Drawing at Berth • Layout of Fire Extinguisher Drawing • Existing drawings/ documents as required for the existing Instrumentation and control facilities • Fire Fighting System Specification, Data Sheets, etc., of Foam System, Fire Fighting Equipments, Jumbo Curtain Nozzles of the	Available documents will be provided to the successful bidder.
			existing system  • Dock Safety Regulations Please confirm.	

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29.	Section – III Instructions to Applicants	Cl. 3.6.3 (Table)/ Pg. 28 & 29 of 75/ Evaluation of Technical Proposal	Please clarify whether the value mentioned under the head 'Breakup of Scoring system – Size/ No. of Assignments' is for each single eligible assignments OR for the sum total of all eligible assignments.	For each assignment as per clause no. 3.5.2 (A)
30.	Section – IV General Conditions of Contract (GCC)	Cl. 4.29/ Pg. 46 of 75/ Liquidity Damages	In view of ambiguity in the timelines defined at Cl. 2.7 "Deliverables, bidder requests to delete the referred clause pertaining to Liquidated damages.	Tender Condition Prevails
31.	Section – IV General Conditions of Contract (GCC)	Cl. 4.31/ Pg. 47 of 75/ Penalty for deficiency in Services, Overtime, Leave, etc.	Bidder requests Client to limit the liability on account of error/ variation to providing corrective engineering services without any cost implication to the Client.  Please confirm.	Tender Condition Prevails
32.	General	Extension of the bid due date	Bidder requests that bid due date may please be extended by a period of 03 weeks beyond the date of submission of pre-bid query responses.	The due date of submission is extended to 17.10.2022 at 11:00 hrs. The due date of opening is extended to 17.10.2022 at 11:30 hrs.

#### **AMENDMENT TO CLAUSES**

Name of the tender: Engagement of Consultant for the work of augmentation of firefighting facilities at Berth No. 8 of MPA - Reply to pre-proposal queries

PERFORMANCE SECURITY: The Applicant shall have to furnish a Performance Security amounting to 03% of the contract valuein the form of either a Demand Draft, NEFT/RTGS, Bank Guarantee (BG) from any Nationalized Bank having branch at Vasco and encashable at
amounting to 03% of the contract valuein the form of either a Demand Draft, NEFT/RTGS, Bank Guarantee (BG) from any
Vasco, in the approved format within 21 days from the date of issue of Letter of Acceptance. If the Performance Security is in the form of Bank Guarantee, the same shall be kept valid for the total contract period, with a claim period of 90 days. Thereafter, the total Performance Security shall be released to the Applicant after successful completion of the Contract, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract and forfeiture of EMD as per Clause No. 3.16.  In case of any default of the Applicant, the Performance Security furnished by the Applicant shall be forfeited or the Bank Guarantee submitted by the Applicant shall be encashed as the case may be at the discretion of the Port.  If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Performance Security if furnished in the form of Bank Guarantee shall be extended for the extended period with a claim period of 90
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			<b>Note:</b> The penalty for the delay in submission of the Performance Security within stipulated date shall be at the rate of 0.25% of the amount of Performance Security for each week or part thereof for the number of weeks delayed beyond the stipulated date of submission.	<b>Note:</b> The penalty for the delay in submission of the Performance Security within stipulated date shall be at the rate of 0.25% of the amount of Performance Security for each week or part thereof for the number of weeks delayed beyond the stipulated date of submission.
2.	2.2.1	14	Existing Port Facilities:  The Berth no.8 at MPA has 3 nos. Tower monitors, 7 nos. Double Headed Fire hydrants and 7 nos. Jumbo curtain nozzles with motorized valve and orifice plate at oil Berth No.8 of Mormugao Harbor to provide salvaging operations in case of any fire at the berth. The sea water and foam solution is being used as a Fire deterrent. The details of firefighting equipments installed at Berth No. 8 is detailed below:-	The Berth no.8 at MPA has 3 nos. <b>Ground monitors</b> , 7 nos. Double Headed Fire hydrants and 7 nos. Jumbo curtain nozzles with motorized valve and orifice plate at oil Berth No.8 of Mormugao Harbor to provide salvaging operations in case of any fire at the berth. The sea water and foam solution is being used as a Fire deterrent. The details of firefighting equipments installed at Berth No. 8 is detailed below:-
	2.2.1 (d) note (1& 2)	15	<ol> <li>NOTE:         <ol> <li>The above-mentioned pump house equipments were installed in the year 1996. However, Tower monitors, Hydrants, Jumbo curtains and the connecting pipelines (discharge side) were replaced in the year 2018.</li> </ol> </li> <li>Presently, 1 no. Tower monitor, 4 nos. Double Headed Fire hydrants and 4 nos. Jumbo curtainnozzles are out of operation due to collapse of 3 nos. firefighting pipelines supplying water to these equipments. General Layout &amp; Flow Chart of the existing system are enclosed at Annexure – IV.</li> </ol>	<ol> <li>NOTE:         <ol> <li>The above-mentioned pump house equipments were installed in the year 1996. However, Ground monitors, Hydrants, Jumbo curtains and the connecting pipelines (discharge side) were replaced in the year 2018.</li> </ol> </li> <li>Presently, 1 no. Ground monitor, 4 nos. Double Headed Fire hydrants and 4 nos. Jumbo curtainnozzles are out of operation due to collapse of 3 nos. firefighting pipelines supplying water to these equipments. General Layout &amp; Flow Chart of the existing system are enclosed at Annexure – IV.</li> </ol>