

ADDENDUM**CLARIFICATION TO QUERIES RAISED BY PROSPECTIVE BIDDERS DURING PREBID MEETING HELD ON
31/05/2016 AT 14.30HRS IN CME's CABIN.**

SR. No.	CLAUSE NO	PAGE NO.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATION
1	1.16©	14	The price offered should be firm and inclusive of all taxes & duties with WCT (Works Contract Tax) and Service Tax extra as applicable.	*Service tax 14.5 % on full lease amount like VSKP,VPT *VAT *Any other tax	The price offered shall 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.
2	1.21(e)	16-17	a. 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.	Rebate offered by RITES for both Part -I and Part-II	Tender conditions prevail.

3	2.1(1) and BOQ (Part-II)	18 & 49	Mormugao Port intends for work of hiring of 2nos. locomotives for operations at Mormugao Port for a period of 3 years. The scope of work consists of 2 parts viz Part-I Hiring of one locomotive on yearly basis and Part-II Hiring of one locomotive on hourly basis. The bidder can submit their offer for any one part or both. For the hourly basis locomotive payment will be made for actual hours on monthly basis.	Minimum assured quantity for Part -II	Minimum assured working hours for Part II is 360hrs per month for which payment will be made on monthly basis. However, for working hours exceeding 360hrs, payment will be made on pro-rata basis.
4	2.2(4)	18	Traction Horse Power--1300 HP	If generating HP is 1350HP then traction HP should be 1150HP to take care of losses as per RDSO	Traction horse power shall be 1150HP as against 1300HP
5	2.2(37)	19	Battery - Lead Acid	Ni-cd battery also should be considered	Battery of Lead acid/Ni-cd can be used
6	2.3©	20	The average fuel consumption limit of 32 Ltrs per hour per loco will be considered. If the consumption exceeds the above limit, same will be recovered from contractor's monthly bills at the rate prevailing in the market on 1 st of the month, for which bill is raised.	The average fuel consumption to be considered 35-40lts per hour as it depends on many variables like topography of the siding,loading tonnage,working/idling loco hours,frequency of rakes loaded and movement of empty rakes.	Average fuel consumption is enhanced to 35 lts per hour

7	2.6(g)	21-22	Storage area - MPT will provide storage space at site for storing the material but the contractor shall satisfy himself as to the suitability of such sites and protection and such provision shall not release the contractor from liability to make good any loss or damage which may hamper such work until the same shall have been taken over. The storage area, office area, water and electricity will be provided on chargeable basis.	To be included in cost	Rate for storage area is Rs.75 per sq. mt with escalation of 2% per annum
8	2.7(a)	22	If during a month contractor is not able to ensure availability of each loco at 90% due to non availability of loco or non availability of driver, hire charges of the downtime in excess of 10% (calculated on hourly basis) shall be deducted from the contractor invoice. Apart from the above deduction a penalty of Rs1000/- per hour will be levied. However in case there is planned long downtime for which contractor gives a notice of 7 days to MPT, no hire charges shall be payable after the notice period, during which MPT shall make their own alternate arrangements. In this case the contract shall be held in abeyance and shall be restored only on mutual consent. However such instances shall be limited to one in a year.	Penalty of Rs.1000/- per hour is very high	Contractor has to ensure minimum 90%availability of loco failing which a proportionate amount will be deducted from the invoice of the contractor. In addition, a penalty of Rs.500/- per hour of non-availability will be levied on the contractor.

9	2.7(b)	22	<p>If the hired loco gets involved in any sort of accident/derailment taking toll of life or material or both or creating dislocation of operation owing to inadvertent operations or loss of alertness, contractor shall submit a detailed report of the accident enumerating its cause to the MPT. The contractor will be responsible to make good any loss caused to the Third party including Port property and personnel. Also the cost of repairs to the loco and rail line shall be borne by the contractor.</p>	<p>Total penalty needs to be limited/capped to 1-3% of billing of that month</p>	<p>In case of de-railment, representative of contractor will coordinate with Port Engineer or his representative . Port Authority will inform to Indian Railway Authority to carry out re-railment work . However, the actual cost will be paid by the Port against invoice of Railways.</p>
10	2.7©	22	<p>If the loco remains out of operation for more than 6 continuous hours, Port will be forced to hire alternate loco at the risk and cost of contractor. The charges paid for the hired loco by the Port along with mobilization charges will be recovered from the contractor.</p>	<p>Too harsh,to be increased to 72 hrs</p>	<p>If loco remains out of operation for more than 24 continuous hours as against 6 continuous hours</p>
11	3.6(a)	26-27	<p>The Contractor may submit the details of subletting. However the final decision will be made by MPT authority.</p>	<p>To clarify whether MPT shall issue form-V</p>	<p>Form-V will be issued by MPT as Principal employer for the purpose of Labour license</p>

12	3.10 & tender form para 2	29 & 50	<p>Period of contract shall be 3 years. The contract can be extended further for a period of one year after mutual consent of contractor and MPT and the rate quoted for the 3rd year shall be applicable. Terms and conditions shall remain unchanged. The work shall be commenced within 30 days from 7th day of issue of LOA.</p>	<p>Mobilisation period of 15days is very less, should be 30-35 days</p>	<p>The work shall be commenced within 30 days from 7th day of issue of LOA.</p>
13	3.25 para3	37	<p>Unless the Port shall have approved in writing other arrangements, the Contractor shall, insure, so far as reasonably practicable the Works and keep each part thereof insured as may be mutually agreed between the Port and the Contractor against all loss or damage from whatever cause arising, until the materials are received at Port's site in good condition duly certified by the Third party inspection agency. The value of such insurance shall be at least equal to 110% of the contract price.</p>	<p>Insurance - To supply a copy of loco insurance together with Third Party Liability details</p>	<p>The Contractor shall insure the loco and their employees during the contract period for necessary insurance .</p>

14	1.5.1	8	'SIMILAR' Works – means “Supply and operation of locomotive of 1350 HP and above capacity along with operational staff on hire basis to any Port/Govt. Organization/Public Sector Undertaking/Reputed Organization.”	Manufacturer of loco may be considered	(i) 'SIMILAR' Works – means “Supply or Supply and operation of locomotive of 1350 HP and above capacity to any Port/Govt. Organization/Public Sector Undertaking/any Reputed Organization.” (ii) In case of manufacturer (Supplier) the bidder has to submit order copy, performance certificate and also give undertaking for satisfactory operation of locomotive.
15	2.2(1&2)	18	Class of Loco --WDS6 , Type of Loco-----Diesel Electric	Other type (diesel hydraulic) and class of loco to be considered	WDS6 or DEL 1400HP will be considered.
16	2.5(9)	21	Space for locomotives will be earmarked as per the convenience of MPT on chargeable basis.	Loco parking charges at MPT premises - The locomotive will work for Port operations and if not utilised then Port should clarify the parking charges.Also wanted to know charges for the same, if applicable.	Port will provide parking space free of cost during the contract period.
17	2.3(b)	20	Fuel (High speed diesel) will be provided by the Port. However the record of the receipt of the fuel and its utilization shall be maintained by the contractor and submitted to the port along with the bill.	Fuel filling point for locomotive in Port and timings of filling - Formalities for Port authorisation required for issue of HSD	Fuel point is at Baina workshop and timings are 900hrs to 1700 hrs. However , contractor should intimate the requirement of fuel 1day in advance.

18	2.6(f)	21	The operational staff of leased/hired locos will be allowed to use existing canteen facilities on par with MPT staff on payment basis.	Schedule rates of canteen facilities available . Location and duration of lunch/dinner break.	Canteen facilities on par with MPT staff on payment basis.
19	2.6(e) & 2.1(5 & 6)	21 & 18	MPT shall provide standard fuelling facility for locomotive. Schedule Maintenance / repairs of leased locomotives will be done in MPT Premises with the existing infrastructural facilities without hindrance to MPT locos, on chargeable basis.	Charges for usage of ramp and infrastructure of Port	The existing infrastructure shall be provided to the contractor for maintenance on chargeable basis. The existing rate is Rs.5014 per shift of 8 hours as applicable. Escalation @100% of wholesale price index would apply. Charges are exclusive of service tax which will be charged extra as applicable.
20	2.5(7)	21	The locomotives proposed to be supplied by contractor shall be in rail worthy condition and less than <u>10 years from the date of manufacturing by DLW/Indian Railways</u> and a recent load test certificate issued by the concerned Railway Authority for ensuring hauling capacity as and when required.	Frequency and validation of Load test certificate	(1)Copy of latest valid load certificate issued by Statutory Authority to be furnished before commencement of operations. (2) If Port operators supplies the loco then they should ensure the load test of physical haulage of pulling 59 loaded wagons.

NOTE : PLEASE NOTE THAT DATE AND TIME OF SUBMISSION OF TENDER HAS BEEN EXTENDED TO 23/06/2016 AT 1500 HRS