

## ADDENDUM

### CLARIFICATIONS TO QUERIES RAISED BY PROSPECTIVE BIDDERS DURING PREBID MEETING HELD ON 21/06/2016 AT 14.30HRS IN CME'S CABIN.

SR	CLAUSE NO.	PAGE NO	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
1	NIT - (SD)	3	<p>Security Deposit : 10% of the contract value Two parts :</p> <p>(i) 5% on contract value - to be furnished within 30 days of placement of order/LOA.</p> <p>(ii) 5% retention money deducted from the running bills.</p>	<p>It is requested that the security deposit is equal to 5% of the contract value to be recovered from the running bills of the contractor and the said amount should be refunded to the contractor within 7 days after end of contract period or early termination, whichever is earlier.</p>	<ul style="list-style-type: none"> <li>❖ Tender condition prevails.</li> <li>❖ 5% retention money will be refunded at end of every year i.e within 15 days from end of previous year.</li> </ul>
2	1.21	16	<p>The price quoted by the bidder shall be kept firm during the contract period. All taxes, duties and insurance shall be included in the quoted price, except the Service tax which shall be paid extra as applicable.</p>	<ul style="list-style-type: none"> <li>❖ The contractor shall submit invoices at the end of each month towards monthly hiring charges plus applicable service tax. For example, in case monthly hire charges is Rs.100 and applicable service tax is 15% then invoice shall be Rs.100 plus Rs.15 equals Rs.115.</li> <li>❖ In case of introduction/replacement of service tax by GST, then the contractor shall submit invoices at the end of each month towards monthly hiring charges plus applicable GST.</li> <li>❖ Furthermore, in addition to service tax and/or GST, in case, the Government of Goa levies and/or claims sales tax/VAT on the hiring charges, the same shall be paid</li> </ul>	<ul style="list-style-type: none"> <li>❖ The price offered should be firm and inclusive of all taxes and duties, service tax shall be paid extra as applicable.</li> <li>❖ If Central/State Govt introduces new taxes and duties same shall be applicable on submission of documentary evidence.</li> </ul>

				by MPT to the Government of Goa. Please confirm. Please replace "service charges" with "service tax".	
3	1.5.1(II)	7	<p>The Tenderer should have experience in similar works during last 7 years ending last day of month previous to the one in which tenders are invited. The contract value of the completed works should be either of the following :-</p> <p>a) One similar completed work of contract value not less than Rs.9,60,00,000/- (OR)</p> <p>b) Two similar completed works of contract value not less than Rs.6,00,00,000/- each (OR)</p> <p>c) Three similar completed works of contract value not less than Rs.4,80,00,000/- each.</p>	<p>Please delete the word "completed" in the section and also in context to this section, since a contractor having experience in similar works during last 7 years, ending last day of month previous to the one in which tenders are invited, may have contract/s which are in subsistence/ongoing as on date and it would be unfair not to permit participation by such experience contractors by only considering "completed" contracts.</p>	<p><b><u>PRE-QUALIFICATION CRITERIA</u></b></p> <p>i) The Average Annual Financial Turnover during the last Three (3) years ending 31st March 2015 should be at least Rs.4,00,00,000/-. A Report certified by CA, for the years 2012-13, 2013-14 and 2014-15.</p> <p>ii) The Tenderer should have atleast one year experience during last 7 years ending on date of submission of bid for supplying / operating / leasing of 1No. HMC of 100 Ton and above capacity at Port / Govt. Organization / PSU / Reputed Organization.</p> <p>Note:</p> <p>i) The bidder shall enclose the copy of Annual Financial Turnover for the year 2012-13, 2013-14 and 2014-15 (original copy certified by CA with P/L a/c and balance sheet).</p> <p>(ii) The bidder shall produce work order, documentary proof to establish successful performance.</p>

4	2.1, Sr. No.6	18	The fuel required for the operation of HMC will be supplied by Port. However, manpower required for filling the fuel shall be arranged by the contractor at his own cost.	The engine of the HMC is susceptible to damages in case of contaminated HSD. Therefore, MPT should engage a third party agency who shall certify quality of the fuel that is delivered to the HMC. Furthermore, any delay in the supply of the fuel resulting in the HMC remaining idle shall not be considered as delay of the contractor and such time shall be considered as "on hire".	Tender condition prevails.
5	2.2, Sr. No.8	19	Technical Specifications : Spreader - Automatic telescopic spreader for handling 20', 40' and 45' containers.	Automatic spreader capability will come at a high cost, so it is justified only if the volume of container handling is significant. MPT should consider permitting contractor to deploy manual spreader only.	Tender condition prevails.
6	2.2, Sr. No.10	19	Technical Specifications	The relevant date for deciding the age of the HMC should be 31st March 2016, as this will make clear the ambiguity in calculation of the age of the HMC. Therefore cranes manufactured on or after 1st April 2006 shall be eligible for deployment against this tender/contract. As long as the HMC is less than 10 years old that is 2006 (year of manufacture) or younger, the same crane can be deployed with MPT against this tender/contract for the entire duration of 5 years.	Revised Technical specifications in Annexure II.
7	2.6	20	The HMC operation shall be commenced within 30 days from the 7th day of issue of LOA.	It is not practically possible to deploy/commission the HMC within 37 days from LOA. The deployment should be minimum 90 days from LOA	The HMC operation shall be commenced within 90 days from the 7th day of issue of LOA.

8	2.3	19	The bidder has to quote the hiring charges inclusive of all taxes and duties, however, service charges shall be paid extra as applicable.	Please replace "service charges" with "service tax".	The bidder has to quote the hiring charges inclusive of all taxes and duties, however, service tax shall be paid extra as applicable.
9	2.7	20	The contractor shall maintain 95% availability of HMC on monthly basis failing which a proportionate amount will be deducted from the invoice of the contractor. In addition, a penalty of Rs.1000/- per hour will be levied.	It is requested that availability percentage of the HMC should be reduced to 90%.	The contractor shall maintain 90% availability of HMC on monthly basis .
10	3.31 - IV	37	All disputes or differences in respect of which the decision (if any) of the Chief Mechanical Engineer or the Chairman has not become final and binding as aforesaid shall be referred to the sole arbitration of Mechanical Engineer serving or retired of Central Government agencies, including Defence Service and or a member of Indian Council of Arbitrators, to be	<ul style="list-style-type: none"> <li>❖ The wordings of the clause are incoherent.</li> <li>❖ In order to have a fair, unbiased and to balance equities, the Arbitration Tribunal should consist of 3 Arbitrators, one appointed by MPT, one appointed by the contractor and the two appointed Arbitrators should nominate the Presiding Arbitrator. A counterparty of the dispute should not adjudicate on the dispute itself. Even the model Concession Agreement of the Government of India prescribes the modus</li> </ul>	Tender condition prevails.

		<p>appointed by Chairman pursuant to an so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions of the Government of India Arbitration Act, 1940 (Act No.10 of 1940) or any reenactment of statutory modification thereof for the time being in force. The sole arbitrator shall have full power to open up, review, and revise any decision, opinion, direction, certificate or valuation of the Chief Mechanical Engineer or the Chairman neither party, shall be limited in the proceedings before the Chief Mechanical Engineer or the Chairman or the purpose of obtaining his decision. No decision given by either the Chief Mechanical Engineer or the Chairman in accordance with the foregoing provisions shall disqualify them from being called as a witness and given evidence before the sole Arbitrator as aforesaid.</p>	<p>operandi for dispute resolution and arbitration wherein the arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third, who shall act as presiding arbitrator, to be appointed by the two arbitrators appointed by the Parties.</p> <p>The applicable provisions of the Arbitration and Conciliation Act/Rules notified vide notification No.3 dated January 1, 2016 should be made applicable.</p>	
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11	APPEN DIX - IX, 12.3	65	<p>If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.</p>	<p>Therefore, it is requested that in all places of the tender documents, the reference to bidder shall be replaced with bidder/consortium. Further, bids submitted by a consortium wherein one member of the consortium is fulfilling the Qualification Criteria would automatically qualify the consortium as eligible to bid/participate and award of the work in case the consortium is the successful bidder.</p>	<p>The prospective bidder may be single entity or a group of entity (consortium) coming together to participate in the tender.</p>
12	3.33, 2(b)	39	<p>In the event of occurrence of default (b) and (c) as mentioned above, MPT may proceed for terminating the contract by way of giving 3 months (termination period) notice within which time the Contractor will be required to peacefully vacate Port premises and remove equipment deployed by them under the contract from teh Port premises. In case of failure on teh part of the Contractor to do so, MPT shall be at liberty to remove such equipment from the dock premises and to keep the same at any location convenient to MPT. Necessary charges for such removal and rent for keeping of the same shall have to be paid in full by the Contractor</p>	<p>Please confirm that MPT shall have no lien whatsoever on the contractor's HMC and in the event of termination/expiry of the Contract, MPT shall not prevent the contractor from removing the HMC.</p>	<ul style="list-style-type: none"> <li>❖ Tender condition prevails.</li> <li>❖ Equipment will be allowed to take out of Port premises subject to clearance of all Port dues.</li> </ul>

			<p>before taking possession of such equipment. Also, in such event, the Contractor shall not be entitled to claim any compensation from MPT for any damage that may occur during such removal and keeping of the equipment at any location by MPT. Also in case of termination of the contract, the security deposit will be forfeited.</p>		
13	3.14	28	<p>(i) The person who's tender is accepted, the firm must within 30 days of receipt of notice of such acceptance or within such extended time as may be allowed, by the Chief Mechanical Engineer at his discretion, deposit as security of 10 % of the Total value of the contract as mentioned below.</p>	<p>Security Deposit mentions as 10 % of the contract value. Please confirm the contract value of the project.</p>	<p>The contract value of the project is Rs.11.77 crores.</p>

14	1.5.1(ii)	7	<p>The Tenderer should have experience in Similar Works during last 7 years ending last day of month previous to the one in which tenders are invited. The Contract value of the completed works should be either of the following:-</p> <p>a) One similar completed work of contract value not less than Rs.9,60,00,000/- (OR)</p> <p>b) Two similar completed works of contract value not less than Rs.6,00,00,000/- each (OR)</p> <p>c) Three similar completed works of contract value not less than Rs.4,80,00,000/- each.</p>	<p>The tender is for hiring of 1 no of MHC for 5 years which may be less than 10 years old. We are in an opinion that any company who has done even 1 "similar" project of Rs. 4,80,00,000/- will able to perform the activity. Kindly consider the same to enable more companies to participate in the tender. Also confirm completed project also means the ongoing project in which the value of Rs 4,80,00,000/- or more has already been completed.</p>	<p>Please refer Pre Qualification Criteria at Sr No. 3 above.</p>
15				<p>Please confirm that experience of a associate company in which bidder is having stake of 40 % will be considered as the experience of the company.</p>	<ul style="list-style-type: none"> <li>❖ Experience of a associate company in which bidder is having stake of 40 % will be considered as the experience of the bidder.</li> <li>❖ Bidder shall submit performance certificate of associate company.</li> </ul>

16				<p>Kindly confirm if 2 or more companies are allowed to bid in a consortium for the tender. Kindly furnish the format of the Consortium agreement format which may be required for the bid. Also the format for the turnover required if consortium may be accepted.</p>	Refer to Sr No.11
17	3.33	38	<p>Occurrence of any one or more of the following will be considered as event of default:</p> <p>a) In case the commencement of contractual period cannot be effected within 30 days from 7th day of issue of LOA.</p> <p>b) Contractor fails to execute the terms and conditions of the contract and obligations under the contract within the period as specified in the contract, or any extension granted by the Board.</p>	<p>Default and termination - 1 a and 1 b is similar points. Please clarify the difference if any.</p>	<p>Default :</p> <p>Occurrence of any one or more of the following will be considered as event of default:</p> <p>a) In case the commencement of contractual period cannot be effected within 90 days from 7th day of issue of LOA.</p> <p>b) Contractor fails to execute the terms and conditions of the contract and obligations under the contract within the period as specified in the contract, or any extension granted by the Board.</p> <p>c) If the availability of HMC is not maintained at 90% for a period of three consecutive months.</p>

18				<p>Please confirm if there will be any port charges / wharfage charges be applicable for the import of the HMC from other country or getting the HMC from other ports within india. If yes kindly clarify the charges for the same if any.</p>	<p>Yes the wharfage charges shall be paid by the contractor as applicable. Present wharfage charges as per SOR are</p> <ul style="list-style-type: none"> <li>❖ Import /Export – Rs.42/MT</li> <li>❖ Coastal - Rs.25.20/ MT</li> </ul>
19	2.1(2) &2.1(3)	18	<p>Port operators will operate the HMC during round the clock operation for handling Dry Bulk, Break Bulk and Containers.</p> <p>It includes Comprehensive Annual Maintenance Contract of HMC for maintaining availability of the crane as per Port requirements. During 5 years of contract period the maintenance staff should be available 24 x 7 (round the clock) to attend any breakdown or maintenance works and shall liaise with Port representative.</p>	<p>All the staffs deputed for operations and maintenance of the HMC will be deputed by the contractor, and the contractor need not have to employ any staff from the port side. All the labors which may be required such as the dock labor board or similar board will be deputed by the stevedores / port users.</p>	<p>The contractor shall operate the HMC using their own operators with reliever for all 3 shifts during the contract period.</p>
20				<p>Other equipment such as pay loaders , excavators, porclain , or other handling equipment which may be required for better handling of cargo will be provided by the port users as and when required by the HMC operators.</p> <p>Quick evacuation of cargo from the wharf will be provided by the port users/ stevedores as and when required As the HMC operators require quick handle the cargo more efficiently. This is required for better handling of the cargo and for better turnaround of the vessels.</p>	<p>The Port users provide the equipment during operation on wharf as well as inside the hatch for faster handling.</p>

21	3.18	30	<ul style="list-style-type: none"> <li>❖ The Contractor shall be responsible for supply and maintenance of all the equipment and he shall ensure that they are suitable for the work and are maintained in such a manner as to ensure their efficient working.</li> <li>❖ MPT may, if they deem fit, direct the Contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of the work to be replaced by equipment to their satisfaction. The Contractor shall immediately follow MPT's directions/instructions.</li> </ul>	<p>Please confirm suitable place and shed will be provided by the port for parking of the cranes. Office for the contractor. The contractor shall be responsible for supply and maintenance of all the equipment and he shall ensure that they are suitable for the work and are maintained in such manner to ensure their efficient working. Kindly confirm the details of the all the equipment required.</p>	<ul style="list-style-type: none"> <li>❖ Office premises shall be provided as Port scale of rates .i.e Rs75/- per sq.mt per month with escalation of 2% per annum.</li> <li>❖ Parking space will be provided free of cost.</li> <li>❖ The contractor shall be responsible for supply and maintenance of subject HMC and he shall ensure that HMC is suitable for the work and are maintained in such manner to ensure their efficient working.</li> </ul>
23			Bill of Quantity (BOQ)		The bidder shall submit the offer as per Revised BOQ.