

**MORMUGAO PORT AUTHORITY**  
**ENGINEERING MECHANICAL DEPARTMENT**

**Name of the tender: “Hiring of 1no. 100T and above Harbour Mobile Crane for handling cargo operations at Berth no 10 & 11 on Revenue Share basis for a period of 5 Years at Mormugao Port Authority”**

**TENDER NO. : CME / PD / I / 2022**

**ADDENDUM – IV**

**CORRECTIONS / ADDITIONS / DELETIONS, ETC...**

**[Total Number of Pages: 06]**

NOTE :

1. This “Addendum” should be read in conjunction with Tender Document reference no. CME / PD / I / 2022
2. The due date of submission of bid by the prospective bidders **is extended to 18.04.2022** at 11.30 hrs. and date of opening of bid **is extended to 19.04.2022** at 11.30 hrs.
3. All other terms and conditions of the Tender Document will remain unchanged.
4. One set of this “Addendum”, along with one set of Tender Document, shall be submitted along with the Techno-Commercial Offer (in Cover-I), duly signed and stamped, as token of acceptance.

**REPLY TO CLARIFICATION RAISED BY THE BIDDER**

Name of the tender: *“Hiring of 1no. 100T and above Harbour Mobile Crane for handling cargo operations at Berth no 10 & 11 on Revenue Share basis for a period of 5 Years at Mormugao Port Authority”*

e-TENDER No.: CME / PD / I / 2022

SR. NO.	CLAUSE NO.	PAGE NO.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
1.	2.4.2	13	<p><b><u>MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC)</u></b></p> <p>The Tenderer should have successfully handled an average of 2.0 lakh MT of dry bulk/break bulk/container cargo (Container cargo will be equated at the rate of 15 MT per TEUs) per annum in any Port /in any other organizations for three years during the last 7 years ending last day of month previous to the one in which applications are invited. The Tenderer shall enclose the self-attested copies of the supporting documents viz., work order copies/agreements/satisfactory completion certificates/Stevedore agreements/tonnage handled certificate from the client duly self-attested clearly showing a minimum of 2.0 lakh MT bulk/break bulk/container cargo handled per annum through Mobile Harbour Crane as proof of handling for verification.</p>	<p>We shall discuss in detail and request a relaxation here.</p>	<p>Tender Condition Prevails</p>

3.	4.2	28	<p><b>INSTALLATION &amp; COMMISSIONING OF THE CRANE:</b> The crane with all accessories, manpower has to be Supplied, Installed, tested and Commissioned within 3 (three) months from the date of issue of Letter of Acceptance (LOA). Delay in commissioning of HMC beyond above mentioned period shall attract penalty @ Rs. 5,000/- per day, or part thereof for the 1st month and @ Rs.10,000/- per day or part thereof for the 2nd month. After completion of second month, no further extension will be allowed and Security Deposit / Performance Security will be encashed and contract shall stand terminated.</p>	Not enough time, 7 month time is requested.	Tender condition Prevails, except the delivery period extended to <b>4 (four) months</b> from the date of issue of Letter of Acceptance (LOA).
4.	4.6	29 – 30	<p>a) Electricity, Water &amp; Land for erection of the crane shall be provided on payment of applicable tariff of MPA required for commissioning and operation of the Crane.</p> <p>b) Office / Store room will be given to the Contractor on chargeable basis as per Port's prevailing SoR.</p> <p>c) The contractor shall pay applicable charges to the Port during the tenure of the contract for the total area occupied by the HMC when <b>boom is in upright position.</b></p>		<p>Clause 4.6 amended as follows:-</p> <p>a) Electricity and Water for erection, commissioning and operation of the Crane shall be provided on payment of applicable tariff of MPA. Further, Land lease charges for erection and commissioning of the crane shall be provided on payment of applicable tariff of MPA.</p> <p>b) Tender condition prevails</p> <p>c) Tender condition prevails</p>

5.	4.8	30	<p>The Port shall collect the charges towards hired HMC from Port Users as per the scale of rates (SoR) and make the payment to the contractor, after retaining the percentage share as quoted by the contractor in the price bid, within 15 days of the succeeding month. Monthly statement of HMC operation shall be submitted to Traffic Department/MPA by the contractor prior to the revenue sharing for verification. All dues towards damages, if any during the preceding months, shall be deducted from the revenue charges. If not, the same shall be recovered from the Security Deposit / Performance Security. Traffic Department shall certify the cargo handled and the revenue earned through hired HMC by the Port and necessary certificates in this regard shall be issued to the contractor on a monthly basis. Traffic Department to maintain the record of cargo handled every month by hired HMC including operational non-availability details of hired HMC. The verification of the monthly bills submitted by the contractor towards revenue share will be done by the Traffic Department. On verification, same will be recommended by Traffic Department/MPA to FA&amp;CAO/MPA for payment of the revenue share to the contractor.</p>	We don't agree.	Tender Condition Prevails
6.	4.13.4	32	<p><b>TERMINATION:</b> The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:</p>	We don't have a clarity.	Tender Condition Prevails

			<p>(i) If the Contractor fails to execute the obligations under the contract within the period as specified in the contract, or any extension granted by the Board;</p> <p>(ii) In case breakdown of HMC exceeds 5 days per occasion, for a maximum of 3 occasions in a year, the contract may be liable for termination by the Board by issuing the Notice of Termination by following the existing procedures of MPA.</p> <p>(iii) In case, the Contractor fails to rectify and commission the HMC for operation from the date of breakdown within 30 days, and the crane is under breakdown beyond 30 days, termination notice may be issued to the contractor on the 31st day, by issuing the Notice of Termination by following the existing procedures of MPA.</p> <p>(iv) If the Contractor fails to perform any other obligation under the contract and if the Contractor does not rectify, after receipt of a notice of default, its failure within the time specified in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Contractor.</p>		
7.	-	-		Please specify how much cargo shall be shared to the HMC such that we have a clear view and we can work our bottom line accordingly to make the project economically viable.	Refer <b>clause no. 4.20</b> of the tender document

**AMENDMENT TO CLAUSE**

**Name of the tender: “Hiring of 1no. 100T and above Harbour Mobile Crane for handling cargo operations at Berth no 10 & 11 on Revenue Share basis for a period of 5 Years at Mormugao Port Authority”**

**e-TENDER No.: CME / PD / I / 2022**

<b>SR. NO.</b>	<b>CLAUSE NO.</b>	<b>PAGE NO.</b>	<b>TENDER CONDITION</b>	<b>AMENDMENT</b>
1.	2.8	14 – 15	<p><b>2.8 <u>EARNEST MONEY DEPOSIT (EMD)</u></b></p> <p>2.8.1 The bidder is required to pay <b>Rs. 8,80,000/-</b> (Rupees eight lakhs eighty thousand only) <b>as EMD</b>. The tender not accompanied with EMD shall be summarily rejected, except in the case as per clause No 2.2.1 (c).</p> <p>2.8.2 The Earnest Money Deposit of unsuccessful bidders shall be returned without interest as early as possible on award of Contract to the successful bidder. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) only on receipt of Bank Guarantee as stipulated in the tender.</p> <p>2.8.3 In the event of forfeiting the EMD/Liquidated damages/Security deposit, GST is applicable and while imposing penalty GST as applicable shall be collected.</p> <p>2.8.4 The Earnest Money Deposit may be forfeited, if</p> <p>2.8.4.1 the Bidder withdraws the Bid after Bid opening during the period of BidValidity;</p>	<p>Clause amended as follows:-</p> <p><b>2.8 <u>EARNEST MONEY DEPOSIT (EMD)</u></b></p> <p>2.8.1 The bidder is required to pay Rs 8,80,000/- (Rupees eight lakhs eighty thousand only) as EMD. The tender not accompanied with EMD shall be summarily rejected, except in the case as per clause No 2.2.1 (c).</p> <p>2.8.2 The Earnest Money Deposit of unsuccessful bidders shall be returned without interest as early as possible on award of Contract to the successful bidder. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) only on receipt of Bank Guarantee as stipulated in the tender.</p> <p>2.8.3 In the event of forfeiting the EMD / Security deposit, GST is applicable and while imposing penalty GST as applicable shall be collected.</p> <p>2.8.4 The Earnest Money Deposit may be forfeited, if</p> <p>2.8.4.1 the Bidder withdraws the Bid after Bid opening during the period of BidValidity;</p>

		<p>2.8.4.2 the successful Bidder fails within the specified time limit to</p> <p>2.8.4.2.1 sign the Agreement or</p> <p>2.8.4.2.2 Fail to commence the work on the specified date as per LOA.</p> <p>2.8.4.2.3 fails to supply Harbour Mobile Crane as per Tender condition.</p> <p>2.8.5 In case the Firm has submitted MSME certificates as per clause no 2.2.1 (c), for participating in the tender, then the firm may be debarred for a period of three (3) years from participating for tenders at Mormugao Port Authority duly informing the MSME authorities, if</p> <p>2.8.5.1 the successful Bidder fails within the specified time limit to</p> <p>2.8.5.1.1 sign the Agreement or</p> <p>2.8.5.1.2 Fail to commence the work on the specified date as per LOA.</p> <p>2.8.5.1.3 Fails to supply Harbour Mobile Crane as per Tender condition.</p>	<p>2.8.4.2 the successful Bidder fails within the specified time limit to</p> <p>2.8.4.2.1 sign the Agreement</p> <p><b>2.8.4.2.2 Submit the Performance Security or</b></p> <p>2.8.4.2.3 Fail to commence the work on the specified date as per LOA</p> <p>2.8.4.2.4 fails to supply Harbour Mobile Crane as per Tender condition.</p> <p>2.8.5 In case the Firm has submitted MSME certificates as per clause no 2.2.1 (c), for participating in the tender, then the firm may be debarred for a period of three (3) years from participating for tenders at Mormugao Port Authority duly informing the MSME authorities, if</p> <p><b>2.8.5.1 The MSME Bidder withdraws the Bid after Bid opening during the period of Bid Validity;</b></p> <p>2.8.5.2 the successful Bidder fails within the specified time limit to</p> <p>2.8.5.2.1 Sign the Agreement</p> <p><b>2.8.5.2.2 Submit the Performance Security or</b></p> <p>2.8.5.2.3 Fail to commence the work on the specified date as per LOA.</p> <p>2.8.5.2.4 Fails to supply Harbour Mobile Crane as per Tender condition.</p>
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