

Tender No. CME / PD / III /2018

CLARIFICATIONS TO QUERIES RAISED BY PROSPECTIVE BIDDERS DURING PREBID MEETING HELD ON 21/12/2018 AT 15.30HRS IN CMECONFERENCE ROOM

QUERY No.	CLAUSE NO	PAGE NO.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
1.	Submissions of bids, sr.no. 5	8	The bidder has to quote monthly CAMC charges as per BOQ (inclusive of all taxes and duties, however, G.S.T. shall be paid extra as applicable) for the 1 st year and for 2 nd , 3 rd , 4 th & 5th year will be escalated @ 15 % year on year. If extension is granted for 6 th and/or 7 th year, the escalation in the price will be further 15 % year on year.	<ul style="list-style-type: none"> • Escalated rates should be 25% on Annual CAMC charges. • Contractor is asking to clarify why Port suggest that escalation for subsequent years to be @ 15 % year on year. Escalation should be left to the bidder to plan the project activities and quote accordingly. • Quote should be Monthly CAMC or Annual CAMC for the first year and weather escalation rate to be written. 	Tender condition prevails
2.	3.51	41	<p><u>TERMS OF PAYMENT</u></p> <p>The payment shall be released on monthly basis within 30 days of receipt of undisputed bills.</p>	<p>On placement of LOA,</p> <p>(a)50% advance payment to be made on Annual CAMC after deduction of BG amount.</p> <p>(b) 50% of the Annual CAMC will be utilized to procure the critical spares required on site to maintain 90% and above availability. The advance can be deducted from the monthly billings proportionately with interest if applicable.</p> <p>(c) 50% charges can be paid in monthly billings equally till 1 year with acceptable deduction, if any.</p> <p>d) 2nd year till 4th year shall repeat step (a) &(b)</p>	Tender condition prevails

3.	1.6	11	The final date of submission is as indicated at the NIOT. i.e. 03/01/2019.	<ul style="list-style-type: none"> • Extension of the date of submission by one month till Feb 2018. • Extension of the date of submission by 21 days from receipt of pre-bid replies. 	The final date of submission indicated at NIOT i.e. 3/1/2019 is extended to 23/01/2019 at 11:00 AM Cover-I will be opened on 24/01/2019 at 11.00 AM
4.	2.2 (w)	22	<p><u>Maintenance:</u> As per past records, the average Diesel consumption by HMC Engine is 44 liters per hour. Any Diesel consumed more than 44 liters per hour will be on Contractor account and the cost of which will be deducted from the running bills.</p>	<ul style="list-style-type: none"> • If diesel consumption is increased then why contractor have to pay for the extra consumption. • The requirement should be deleted as operation of crane impacts the consumption as well which is not in contractor's control. • Does the clause mean that MPT will pay 44 lts. Per hour of every running hours. Give example on the same for clarification as the efficiency of the engine depends on the load of crane working. 	<p>The clause is amended as under:- Any diesel consumption more than 48 litres per hour will be on contractors account and the cost of which will be deducted from running bills. The contractor has to carryout proper maintenance in order to upkeep the HMC in good working condition and Fuel consumption within the prescribed limit</p>
5.	2.2 (e)	20	<p><u>Maintenance:</u> Procurement/Replacement of spares required for maintenance / faulty spares / components, consumables, during the tenure of CAMC period of 5 years will be on contractors account.</p>	<ul style="list-style-type: none"> • Engine replacement, structural damages, slew bearing replacement, and purchase in case, replacement of slew gear box, transmission gear box, winch gear box, shall be in execution. • Exclusion of slew bearing from AMC is justified as dial gauge readings at different angles at regular intervals of crane hours are required which is not in records. We cannot identify 	Bidder has to quote the CAMC charges as is and where is basis of HMC. However bidder can have their own evaluation before submitting their bid.

				<p>wear and tear of this bearing as its cost is approximately Rs.3 Crores and lead time is 1.8 years.</p> <ul style="list-style-type: none"> • Structural records of belt cracks by UV an MP techniques are also not found in records at regular intervals and also bolt retouring records required. • Engine records are noted and required warranty certification from MTU so can be considered in CAMC. • Due to old age there are likely chances of boom cracks and other structural problems. In such cases the contractor should not be made liable. Request you to kindly clarify the same from your end please. 	
6.	1.5 .1(ii)	10	<p>1) The Tenderer should have experience in ‘Similar Works during last 5 years.The contract value of completed work or ongoing work of at least completed three years either of following:-</p> <p>a) One similar completed work of contract value not less than Rs.8,00,00,000/- (Rs.16.63 crores / 5 years x 3 years x 80%)</p> <p>(OR)</p> <p>b) Two similar completed works of contract value not less than Rs. 6,00,00,000/- each (Rs 16.63 crores / 5 years x 3 years x 60%)</p> <p>(OR)</p> <p>c) Three similar completed works of contract value not less than Rs. 4,00,00,000/- each (Rs 16.63 crores / 5 years x 3 years x 40%)</p>	<ul style="list-style-type: none"> • Relaxation of experience to two years instead of three years. • Please specify 	<p>Clause is amended as under: The Tenderer should have experience in ‘Similar Works’The contract value of completed work during last 5 years or ongoing work during last three years ending on the last day of the month previous to the one in which the tender is invited either of following:-</p> <p>a) One similar completed work/ completed portion of ongoing works of contract value not less</p>

			2) work order copies for similar works, successful completion certificates with performance from clients indicating the date of completion, value of work done, etc.	<ul style="list-style-type: none"> Contractor will submit copies of work order w.r.t. ongoing projects instead of completion certificate. 	<p>than Rs. 8,00,00,000/-.</p> <p>(OR)</p> <p>b) Two similar completed works/ completed portion of ongoing works of contract value not less than Rs. 6,00,00,000/- each.</p> <p>(OR)</p> <p>c) Three similar completed works/ completed portion of ongoing works of contract value not less than Rs. 4,00,00,000/- each.</p> <p>2) work order copies for similar works, successful completion or ongoing works certificates with performance from clients indicating the date of completion/ongoing works value of work done, etc.</p>
7.	NIOT (Online Documents required to be submitted by scanning)	6	Entire Tender document, each page and form duly signed and filled in.	<ul style="list-style-type: none"> Tenderer will upload only copies of Appendix – I/II/III/IV/V/VI/VII/VIII/IX/X & Annexure- I & II duly filled signed and sealed. 	Tender condition prevails.
	1.13 (f)	13	All the forms to be filled with sign and seal.		

8.	2.1 (1)	19	Mormugao Port Trust intends to offload the work of 'Comprehensive Annual Maintenance Contract (CAMC) of Port owned Harbour Mobile Crane (HMC), make Italgru, of 120 Ton capacity for a period of 5 years', subsequently extendable by a further period of 2 years or part thereof with mutual consent and with same terms & conditions.	<ul style="list-style-type: none"> • Beyond 5 years, It will be on fresh terms and conditions. 	Tender condition prevails.
9.	2.2 (a)	20	<p><u>Maintenance</u></p> <p>The maintenance and repairs of HMC and its accessories shall be carried out as per the recommendations of the OEM given in the manual, which shall be binding on the contractor. The manuals/drawings given by the OEM to the Port will be made available to the contractor as and when required. Contractor will take full responsibility in handling the manuals/drawings.</p>	<ul style="list-style-type: none"> • Please request soft copies by email. 	Tender condition prevails.
10.	2.2 (h)	21	<p><u>Maintenance</u></p> <p>The spares which has to be maintained as per recommendations of OEM at the end of 5 years of HMC operation are indicated at Annexure –VI. Same shall be maintained by the contractor at his cost. Also the contractor shall also maintain the spares which may come for replacement as per his past experience in maintenance of similar cranes so as to put the HMC back into operation within minimum time.</p>	<p>i) Spares required for the project are not readily available and has long lead time, therefore Initial 60 days from the date of commencement of CAMC should be exempted from the penalty clause to line up the critical spares.</p> <p>ii) Italgru HMC is one the few machines in the country parts available in the country is very less. At times there may be few parts which has to be only imported from the manufacturer itself in such cases importing the parts , doing the custom clearance takes many days. Please make such issues as an exemption to the penalty.</p>	Tender condition prevails. However, for arranging spares, initial 30 days lead time from the date of issue of LOA will be given to the successful bidder and during this period penalty for non-availability of HMC for procurement of spares will not be charged. List of spares provided at Annexure–VI is only indicative. The contractor should ascertain the spares and make available as per the requirement, failing

					which contractor is liable to pay penalty as per Clause No. 2.9 (a) amended at Sr. No. 14 (a) below.
11	2.2 (r)	21	<p><u>Maintenance</u> The contractor shall engage duly qualified team (skilled & unskilled) required for carrying out maintenance comprising of at least one qualified engineer and one foreman apart from other maintenance staff. Also the successful bidder shall post one diesel mechanic in each shift compulsorily. Further the contractor shall post enough staff so that the HMC is looked after properly round the clock. The Port has right to request the contractor to increase the staff if not found sufficient. The engineer employed by the contractor will report to Port engineer in-charge to report day-to-day activity.</p>	Clarification about 'sufficient staff' to enable us to estimate his offer.	Tender condition prevails.
12.	2.2 (t)	21	<p><u>Maintenance</u> The contractor shall carryout maintenance of HMC in idle hours. However the contractor shall be given one day (24 hours) per month to carryout maintenance of the HMC. This maintenance period shall not be carried forward to the next month. This maintenance period is only for carrying out scheduled maintenance and not for break down maintenance during the CAMC period.</p>	<ul style="list-style-type: none"> • Since HMC has working hours of about 24000 and will be getting older during CAMC phase, therefore contractor should get minimum 2 days per month for maintenance schedule. • Required Minimum 4 to 5.5 day excluding danger hour zone 23.00 to morning 06.00 am. 	Tender condition prevails.
13.	2.6 (b)	23	<p><u>Payment to the Contractor</u> The average monthly HMC engine running hours is 375 hours per month and the monthly charges for CAMC will be based on these monthly hours and the bidders will quote accordingly. HMC engine running hours month-wise from June 2015 till date are indicated at Annexure –VIII. For operation of HMC beyond 375 hours per</p>	<ul style="list-style-type: none"> • Since it will be a lumpsum CAMC, therefore conditional payments on working hours etc. may please be deleted. 	Tender condition prevails.

			<p>month, Pro rata rate CAMC charges per operating hour will be calculated @ 60 % of CAMC rate per month and paid extra to the contractor.</p> <p>Further, if the HMC runs less than 375 hours in a month, than, the shortfall will be carried forward and will be adjusted against extra hours worked, if any, during any of the next 12 months period.</p>		
14. (a)	2.9 (a)	24	<p><u>PENALTY:</u></p> <p>The contractor has to give assured availability of the HMC not less than 90% of the total utilization/operational hours. However, if requisite availability of 90% is not achieved, the contractor has to pay penalty which shall be computed as under:-</p> <p>90% availability on total utilisation/operation hours shall be computed on monthly basis. Any shortfall shall attract penalty of Rs. 5,000/- per hour (shortfall hours) for that month. Penalty will not be charged for breakdown hours either in full and part thereof, if the same spills in the idle time of the HMC.</p> <p>The operational downtime will be taken into account as per record maintained by Port and Tally sheet of Port users.</p>	<ul style="list-style-type: none"> Contractor will offer 90% availability of total hours in a month. It is because of several factors such as age of crane, rope slipping, rope damage or some software related issues etc. which can't be managed in the mentioned 37 hours or so, hence this suggestion. Contractor will offer 90% availability of the total working hours in a month. It is because of several factors such as age of crane, rope slipping, rope damage or some software related issues etc. which can't be manages in the mentioned 37 hours or so. Please note that the cranes are expected to have the availability of 90 percent. This is almost impossible to achieve considering the age of the machine. Also being one of the few machines in the country the parts available in the country for the cranes itself if very 	<p>The clause is amended as follows:-</p> <p>a) If the HMC is not available due to breakdown than prorata CAMC charges on the basis of 375 hrs shall be deducted for the period of breakdown/non-availability of the HMC.</p> <p>b) In addition to above if the contractor fails to maintain 90 % availability of HMC on monthly basis than demurrages will be levied as under :</p> <p>50% of prorata CAMC charges taking 375 hours into consideration for shortfall hours.</p> <p>For example the HMC is not available for ' y ' short fall hours then penalty will</p>

				<p>less. At times There may be few parts which has to be only imported from the manufacturer itself and in such cases importing the parts, doing the customs clearance itself takes many days .Please make such issues as an exception to the penalty.</p>	<p>be calculated as under $= (\text{CAMC monthly charges divided by } 375 \text{ hours}) \times 0.5 \times 'y' \text{ hours.}$ The downtime will be taken into account as per records maintained by the Port and tally sheet of Port users. If the HMC is under breakdown, the breakdown will be closed till such period the Contractor informs the Port engineer or his representative that the HMC is ready for operation and Port engineer or his representative satisfies himself about the readiness of HMC.</p>
(b)	2.9 (b)	24	<p>PENALTY: If the HMC breakdown and the contractor is unable to shift the HMC to the parking place to attend breakdown works and due to which loading/unloading operations gets hampered, then the consequential losses to the Port such as berth hiring charges, vessel shifting, unloading of cargo by alternative means due to delay in completion of vessel, will be recovered from the contractor's bill at actuals.</p>	<ul style="list-style-type: none"> • Consequential loses not acceptable, if not deleted will be a 'No go' situation for the contractor. • In case there is breakdown during the operation clause such as consequential expenses seems unlimited and also a cause of dispute in the tender. Please clarify the quantum as it may go much above the contract value itself. Also these instances may happen often considering the age of the 	<p>Tender condition prevails.</p>

				crane and also without any fault of the contractor. Request you to kindly reconsider the clause.	
15.	3.5	27	<p><u>OBLIGATIONS OF THE CONTRACTOR</u></p> <p>1)The Contractor shall exercise all reasonable care and diligence in the discharge of all technical professional and contractual duties to be performed by them under this Contracts specified in the Scope of Work within the Time for Completion and provide all labour ,including the supervision and security thereof, Contractor’s Equipment necessary thereof and for carrying out this obligation so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall be fully responsible to MPT for proper, efficient and effective discharge of their duties.</p> <p>2)If the Port shall consider himself entitled to any claim under the contract the shall forth with so inform the Contractor specifying the default of the Contractor upon which herelies. If the Contractor fails to remedy such default within 30 days after the receipt of such notice the Port shall be entitled to forfeit to the extent of the loss or damage incurred by reason of the default.</p> <p>3) Contractor shall furnish bond in the form of Bank Guarantee towards the performance of the work as per clause 3.31 of this tender document.</p> <p>4)The Contractor shall proceed with the Works in accordance with the decisions, instructions and orders given by the Engineer in accordance with the condition of the Contract</p>	<ul style="list-style-type: none"> Contractor is asking to elaborate obligation of the contractor “security”. 	<p>Tender condition prevails.</p> <p>Contractor shall ensure security of HMC.</p>

16.	3.9 (e)	28	Will have the right to enquire that Contractor to permit the Port to inspect their account and records and other documents relating to the Tender submission and contract performance.	<ul style="list-style-type: none"> • Contractor is not agreeing. 	The clause is amended as follows:- Will have the right to enquire that Contractor to permit the Port to inspect their records and other documents relating to the Tender submission and contract performance.
17.	3.14 (i)	29	<u>SECURITY DEPOSIT</u> The contractor shall within 15 days from the date of LOA, shall furnish DD or Bank Guarantee towards Security Deposit from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa. This Security Deposit will be converted to Performance Guarantee upon commencement of the work.	<ul style="list-style-type: none"> • We are of view there is no conversion require, because it will be a PBG only. 	Tender condition prevails.
18.	3.14 (ii)	29	(i) Security deposit shall consist of two parts: a) Bank Guarantee equivalent to 5% of the contract price rounded off to nearest 100 rupees, shall be submitted within 15 days of issue of Letter of Acceptance. b) The balance 5 % shall be recovered as Retention Money from the running bills. Thereafter, the total of 10% (Bank Guarantee 5% and 5 % Retention money) shall be returned after completion of contract period of 5 years. The BG towards SD shall be converted to performance bank guarantee for total contract period.	<ul style="list-style-type: none"> • As per previous concluded contract with the Port contractor proposes as below (1) will submit PBG equivalent to 10 % of 1st year of CAMC value PBG shall be valid for 1 year with claim period of 30 days, (2) before the expiry of 1st year PBG, will submit PBG of 10 % for 2nd year of CAMC value PBG shall be valid for 1 year with claim period of 30 days. On its receipt, Port will release 1st year PBG to the contractor, (3) above model will continue till 5th year of CAMC. But 5th year PBG will have claim period of 3 months thereafter, 	The clause is amended as follows:- The successful bidder shall submit security deposit within 15 days of issue of Letter of Acceptance in the form of Bank Guarantee (BG) @ 10 % cost of CAMC for each year valid for 12 months with a claim period of three months and shall be renewed every year for the respective years prior to expiry of the current BG. On receipt of fresh BG, the earlier BG will be

				<p>(4) Contractor is said to be okay above proposal is divided (a) 5% by way of PBG, balance 5 % as retention money from monthly invoices.</p> <ul style="list-style-type: none"> • Security deposit should be 5% of the annual CMAC value • Security deposit should be 5% of the annual CMAC value. 	discharged Or the existing BG of every year should be renewed by enhancing the BG value for the value of the respective year.
19.	3.23	33 & 34	INSPECTION AND TESTING OF WORK AT CONTRACTOR'S PREMISES	Clause is not applicable for the subject tender, hence may be deleted	Clause deleted
20.	3.24	34	<u>DRAWINGS</u> The list of drawings, number of copies, mode of submission, approval will be mutually agreed between the Bidder and MPT.	Clause is not applicable for the subject tender, hence may be deleted	Clause deleted
21.	3.25	34	TESTS ON COMPLETION AT MPT SITE	Clause is not applicable for the subject tender, hence may be deleted	Clause deleted
22.	3.26	35	DEFECT LIABILITY PERIOD In this condition the expression ' Defect Liability Period' shall mean a Guarantee period calculated from the date certified at the time of acceptance. Defect Liability Period shall be extendable to the extent of idling of Equipment/ Facility (non-commercial use) due to non-rectification of defects during the original or extended defect liability period; Reasonable period of response may be decided on case to case basis and indicated by the Port after considering the nature and type of defect, its remedial process and scope of contract.	Clause is not applicable for the subject tender, hence may be deleted	Clause deleted

23.	3.27	35	<p><u>TIME OF ACCEPTANCE</u> The supply, delivery and Installation of the equipment/ items at site shall be deemed to have been accepted by the Port.</p>	Clause is not applicable for the subject tender, hence may be deleted.	Clause deleted
24.	3.30 (1)	35	<p><u>Certificate and Payment</u> <u>1) COMPLETION REPORT/COMMISSIONING</u> <u>CERTIFICATE:</u> On completion of work, the Contractor will apply to the Engineer along with the commissioning certificate issued by Agency for the issue of MPT's commissioning certificate and the same will be issued within 10 days of the completion of work in all respects, after verifying from the completion documents and satisfying himself that the work has been completed in accordance with details set out in the construction and erection drawings, and the contract documents.</p> <p><u>2) PAYMENT OF CONTRACTORS BILLS THROUGH ECS:</u> The Bidder should submit the consent in a mandate form for receipt of payment through ECS and provide the details of bank A/c in line with RBI guide lines for the same. These details will include bank name, branch name & address, A/c type, bank A/c number, bank and branch code as appearing on MICR cheque and IFSC code no. issued by bank. Further, the Bidder should also submit certificate from their bank certifying the correctness of all above mentioned information in the mandate form. Failure on the part of the bidder to communicate changes in bank account nos. (for reasons which may include change in the constitution of a party due to amalgamations/ mergers/ take-over) or delay in receipt</p>	Clause is not applicable for the subject tender, hence may be deleted	<p>The clause is amended as follows:- <u>Certificate and Payment</u></p> <p>1) Completion certificate : On completion of entire work the contractor will apply for issue of MPT's completion certificate of the contract and the same will be issued within 10 days of the completion of work in all respects, after verifying from the completion documents and satisfying himself that the work has been completed in accordance with details set out in the tender /contract documents.</p> <p>2) Payment of Contractor: Tender condition prevails, however the</p>

			of communications on-updation of bank account nos. may result in payments being made to an unrelated account for which MPT will not be responsible.		payment will be done through RTGS.
25.	3.32 (i)	36	INSURANCE OF WORK AT MANUFACTURER'S SITE	Clause is not applicable for the subject tender, hence may be deleted.	Clause deleted
26.	3.32 (ii)	36	INSURANCEDURINGINSTALLATIONATSITE:	Clause is not applicable for the subject tender, hence may be deleted.	Clause deleted
27.	3.32 iii)	37	INSURANCE AGAINST THIRD PARTY LIABILITY AT SITE: a) Before commencing the execution of work, the Contractor shall insure covering Third Party Liability(TPL) against any damage or loss or injury which may occur to the equipment being shifted/ installed or to any property or to any person (including property and employees of the Port)by or arising out of the execution of the Works or temporary Works in carrying out of the Contract. The value of TPL policy shall be Minimum against occurrence of each incidence. The Contractor shall revalidate the insurance coverage after each incidence and keep the insurance coverage till certification. b) Such insurance shall be effected with an Indian Insurance Company and in terms approved by the Port Trust & Bidder shall submit the copy of policy of insurance to Engineer-In-Charge before arrival of equipment at site and shall be valid till Final Acceptance Certificate.	Clause is not applicable for the subject tender, hence may be deleted	Clause deleted
28.	3.37	39	<u>EXTENSION OF TIME</u> (i) The Contractor shall commence the works on site within the period indicated in the tender afterthe receipt of an order in writing to this effect from the Engineer and shall proceed with the samewith due	Clause is not applicable for the subject tender, hence may be deleted	EXTENSION OF TIME The clause is delated.

			<p>expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the control of the Contractor.</p> <p>(ii) The Contractor shall maintain the rate of progress required as per schedule. If the progress of work is held up owing to circumstances, which in the opinion of the Engineer are beyond the control of the Contractor such as war, stormy weather and for other reasonable causes in the opinion of the Engineer, the Engineer may at his discretion, grant to the work extension of time as he considers reasonable for the completion of the work. In such circumstances, the Contractor shall apply for extension of time within fifteen days of the hindrance on account of which he desires such extension as aforesaid.</p> <p>(iii) The execution of the work during the extended period also, shall be only under the conditions and at the rates specified in the contract.</p> <p>(iv) No claim shall be made by the Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.</p>		
29.	3.40	40	<p>FORCE MAJEURE</p> <p>If the Supply, Installation, Testing and Commissioning of equipment is hindered due to force majeure such as, war, riots, civil commotion, fire, epidemics, natural calamities like rain, flood, earthquake, cyclone, draught, etc. such period shall be exempted from Completion period of this tender document.</p>	<ul style="list-style-type: none"> • Clause is not applicable for the subject tender, hence may be deleted 	<p>The clause is amended as follows:-</p> <p>If the commencement of CAMC and its execution is hindered due to force majeure such as, war, riots, civil commotion, fire, epidemics, natural calamities like rain, flood, earthquake, cyclone, draught, etc., during such period only 40% of CAMC</p>

					charges will be paid to the contractor .
30.	3.42	40	OUTBREAK OF WAR	Clause is not applicable for the subject tender, hence may be deleted.	Tender condition prevails.
31.	3.43	40	MISTAKE IN CONTRACTOR'S DRAWING	Clause is not applicable for the subject tender, hence may be deleted.	Clause deleted
32.	3.52	42	LIQUIDATED DAMAGES In the event of failure by the contractor to commence the work within the time stipulated in the contract as per clause 2.8 or by the expiry of any period of extension granted by the Board's terms thereof, the contractor shall pay the Board as Liquidated Damages for delay to commence the work, a sum of 0.5% per week or part thereof of the total contract price subject to a maximum of 5% of the total contract price and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor or from his deposit. The G.S.T. @ 18% on LD will be deducted at the time of making payment to the Contractor.	Clause is not applicable for the subject tender, hence may be deleted.	Tender condition prevails.
33.	2.3 (ii)	22	All the bidders are required to submit tie-up letters from the respective OEM of HMC and its accessories. In case of HMC, Tie-up arrangement with Italgru srl, Italy has to be submitted indicating arrangement for rectification of software and supply of spares. In case of engine, a Tie-up arrangement with its OEM, MTU, Pune, will have to be submitted for periodical checks of the engine and also to attend the engine breakdown/overhauling as and when required. Similarly a Tie-up arrangement with Spreader OEM M/s Bromma,	<ul style="list-style-type: none"> As on the date many manufacturers are having similar software's to run the crane also the owners of the cranes are port. We request you to kindly not seek such tie ups however take an assurance that the cranes should running smoothly. As we understand that the services of other competitors may be much prompt in terms of supply than the 	Tender condition prevails.

			has to be submitted. All the Tie-up arrangement letters has to be submitted in cover-I, without which tender offer will not be considered as responsive.	OEM because of their services and better establishment in the country. In case few issues that has be addressed by the manufacturer, we suggest to MPT to take up the issue directly from them and debit the cost to the contractor. However the can happen only after taking consent from the contractor and the contractors approvals. • Is it compulsory condition.	
34.	1.1.5 (i)	10	For SSI/MSME registered with NSIC: The Average Annual Financial Turnover during the last three (3) years ending 31 st March 2018 should be at least INR Rs 50 lakhs /-.(Rs 16.63 crores /5 years x 15%) subject to meeting of quality and technical specifications.	If the bidder is registered in Mumbai and is having its unit overseas and its average turnover is meeting the requirements can we show that as joint venture with this company.	Tender condition prevails however overseas partner will be allowed for joint venture.
35.	Preparation of bids point no. 8	9	All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.	Please mention procedure to be followed.	Procedure mentioned in the Tender condition prevails.

36.	1.8.2.	11	To claim EMD exemption, the tenderers are required to produce an attested copy of the NSIC registration Certificate issued in the name of the firm who will submit the tender document. The exemption from the payment of EMD will be allowed only if similar work of the tender match with the enlistment statement shown in the Certificate issued by SSI/MSME registered with NSIC. No claims for exemption without the details stipulated above will be considered. The Certificate shall be submitted in electronic format (by scanning) while uploading the bid by SSI/MSME registered with NSIC.	<ul style="list-style-type: none"> • The certificate to check if any more requirements required. • ii) MSME certificate shall be uploaded 	Tender condition prevails. The EMD will be exempted if the bidder submits SSI / MSME certificate registered with NSIC which shall indicate nature of work i.e. comprehensive Operation & Maintenance or Comprehensive Maintenance of HMC, Quay cranes, Gantry cranes, or mixture of above equipments.
37.	1.11 Point 5	13	<u>AUTHORITY IN SIGNING TENDER DOCUMENTS</u> In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.	Plz specify	Tender condition prevails
38.	3.59 (b)	43	<u>MISCELLANEOUS:</u> The contractor shall also be responsible for observing all the provisions of existing Labour laws in force in the State, such as Employee's Provident Fund (EPF), Employee's State Insurance (ESI), Contract Labour Act, Minimum Wages Act, Payment of Wages Act, Employee's Compensation Act, etc. Inter State Migrant Workmen Act 1979 (Regulations of Employment and Conditions of Service), M.P. Act. 1963, Central Rules 1980, Employment of Children's Act. 1923, Factories Act, Acts under Dock Safety, Electricity Act, Municipality	We have mediclaim system for individual, is the EPF and ESI compulsory condition ?	Tender condition prevails

			Act, Major Port Trust Act, Mormugao Port Trust Regulations etc.		
39.	1.15	14	<p><u>OTHER EXPENSES</u></p> <p>All costs charges and expenses including any duty in connection with the Contract as well as preparations and completions of Agreement by MPT's attorneys shall be borne and payable by the Bidder. Bidder shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes & duties, to be paid to Govt. of India, Govt .of Goa or any statutory bodies shall be paid by the Contractor for stamp duty.</p>	<ul style="list-style-type: none"> • Payable By MPT 	Tender condition prevails
40.	2.2 a	20	<p>The maintenance and repairs of HMC and its accessories shall be carried out as per the recommendations of the OEM given in the manual, which shall be binding on the contractor. The manuals/drawings given by the OEM to the Port will be made available to the contractor as an when required. Contractor will take full responsibility in handling the manuals/drawings</p>	<ul style="list-style-type: none"> • Please provide the technical and operational manuals of HMC and the past maintenance records for the 5 years. 	Tender condition prevails
41.	1.21 (e)	17	<p><u>EVALUATION OF PRICE BID</u></p> <p>Micro and Small Enterprises participating in the tender, quoting price within price band of L1+15 per cent will be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise will be allowed to supply up to 20 per cent of total tendered value, subject to meeting of quality and technical specifications.</p>	<ul style="list-style-type: none"> • Please elaborate 	The clause is deleted

42.	2.2 (d)	20	<p><u>Maintenance</u> Maintenance staff should be available 24x7 (round the clock) to attend any breakdown or maintenance works and shall liaise with Port representative.</p>	<ul style="list-style-type: none"> Special equipments required like hydra, man lift, compressor, external crane on occasion shall be provided by MPT. 	<p>The tender condition prevails. However the Services of Port equipments will be provided on chargeable basis as per prevailing Ports SOR which are subjected for revision time to time .</p>
43.	2.2 (q)	21	<p><u>Maintenance</u> Assets handed over to the contractor for any improvement in operation shall revert back to the Port free of cost subject to normal wear and tear.</p>	<ul style="list-style-type: none"> List of tools available on site. 	<p>Tools are not available on HMC</p>
44.	2.3 (p)	21	<p><u>Maintenance</u> Spares available with the Port shall be utilized in case of any failure of such spares on HMC on chargeable basis as per Purchase Order value or market rate.</p>	<ul style="list-style-type: none"> List of spares available with MPT. 	<p>At present Port is not having any spares however Port is in process of procuring some spares such Hydraulic valves, Hydraulic pumps /Motors, seal kit for pumps etc.</p>
45.	2.6 (a)	23	<p><u>Payment to the Contractor:</u> The payment shall be released to the contractor within 30 days from the date of submission of undisputed invoice in all respects. The monthly bills shall be submitted in triplicate to MPT after certification of port's representative or Engineer-In-Charge. The availability of HMC per month as recorded and communicated by Traffic Department will be the basis for monthly payment.</p>	<ul style="list-style-type: none"> Payment should be within 15 days of the submission of Invoice. 	<p>Tender condition prevails</p>

46.	3.15 (ii)	30	<p><u>SIGNING OF AGREEMENT</u></p> <p>The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 3 copies) must be borne by the successful Bidder. Stamp paper shall be purchased in the state of Goa.</p>	<ul style="list-style-type: none"> To be borne By MPT 	Tender condition prevails
47.	2.8	24	<p><u>Period and Commencement of the contract</u></p> <p>The period of contract shall be 5 years, subsequently extendable by 2 more years with mutual consent with same terms & conditions. The CAMC of HMC shall be commenced within 15 days from the 7th day of issue of LOA.</p>	Commencement 6 weeks from day of issue of LOA.	Tender condition prevails
48.	2.7(3)	23	<p>The necessary Insurance Policy for HMC will be done by the Port. However Insurance for the Contractors staff shall be arranged by the Contractor during the entire contract period.</p>	<p>Damages to the crane - During operations there may be damages to the cranes for which an insurance of the cranes is required to compensate the owner. Also there may be few minor damages by the operator during the operations. Please confirm the process by which such disputes will be resolved.</p>	<p>Tender condition prevails. However if any damages done by operator than a joint investigation will be conducted and if fault is due to Port operator than the cost will be borne by the Port. Otherwise the Contractor has to bear the cost.</p>
49.	3.39	39	<p><u>DEFAULTS & TERMINATION</u></p> <p>1. Default: 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 15 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</p>	<ul style="list-style-type: none"> Termination Clause should include minimum guaranteed contract period of 5 years or if contract is terminated before 5 years for eventuality which is not in bidder scope and bidder shall be paid in full towards the remaining tenure of 5 years. 	<p>Tender conditions prevail. However clauses 1(c) & 2(c) are modified as under:-</p> <p>1(c) – If the monthly availability of HMC is not maintained at 90% for a period of three consecutive months.</p>

			<p>the contract within the period as specified in the contract, or any extension granted by the Board.</p> <p>(c) If the monthly availability of HMC is not maintained at 90% of utilization / operation hours for a period of three consecutive months.</p> <p>2. <u>TERMINATION:</u></p> <p>(a) If the contractor fails to commence the work within 15 days from 7th day of issue of LOA, 15 days notice will be issued for cancellation of work order and failure to commence work within notice period i.e. 15 days, the work order will stand cancelled, and security deposit will be forfeited.</p> <p>(b) 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 the Port premises. In case of failure on the 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 before taking possession of such equipment. Also, in such event, the Contractor shall not be entitled to claim any</p>		<p>2(c) – During the notice period of 3 months as at (b) & (c) above, the Contractor may be asked by MPT to continue to discharge its obligations under the contract which the contractor would be capable of performing as far as possible, of ensuring continued availability of the facilities and services to the Port users in the wake of gradual winding up of the entire set-up of the contractor.</p>
--	--	--	--	--	--

			<p>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> <p>(c) During the notice period of 3 months as at (b) & (c) above, the Contractor may be asked by MPT to continue to discharge its obligations under the contract which the contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued availability of the facilities and services to the port users in the wake of gradual winding up of the entire set-up of the contractor.</p> <p>(d) No compensation shall be paid by MPT to the Contractor in the event of termination of the contract.</p> <p>(e) If after termination, any amount is due to be paid by MPT to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by MPT from the Contractor.</p>		
50.	2.4	22	<p><u>Maintenance Painting:</u> The HMC will be inspected regularly and parts of the structures where the paint is peeled off will be noted and for such areas maintenance painting will be carried out by the contractor, when the HMC is idle in coordination with the Port Engineer. The painting will be done as per recommendations of OEM in the manual which is elaborated below: (i) Surface preparation: Surface preparation according to</p>	<p>Procedure cant's be followed on Situ as availability of crane for that long will be issue, to maintain temperature of 16 degree, drying time etc.</p>	Tender condition prevails

			<p>SA 2,5 rules were all parts where operation is possible. Where surface preparation is not possible metal will be duly degreased. Surface preparation will be done to the satisfaction of the Port Engineer.</p> <p>(ii) Primer: Within 8 hrs after surface preparation, application of INORGANIC ZINZ (75 micron). Air drying for min. 12 or max. 48 hrs at a temperature not less of 16 degree Celsius.</p> <p>(iii) Undercoat: Airless applied two coats of Epoxy – polyamide, mixed at the moment of application for a total film thickness of 120 microns.</p> <p>1- 1st Coat - Thickness 60 microns 2- 2nd coat - Thickness 60 microns</p> <p>Drying time : min 12 or max. 48 hours at min 16 degree Celsius.</p> <p>Pg. 23</p> <p>(iv) Finish Coat: Airless applied two coats of single package modified acrylic enamel, for total dry film thickness of 50 to 60 microns.</p> <p>Drying time : min 12 or max. 48 hours at min 16 degree Celsius.</p> <p>(v) Colours: as per the existing colour on HMC.</p> <p>(vi) Total Thickness : Dry film total thickness : 245 / 255 microns.</p>		
51.	NIOT	4	<u>EMD Cost Rs 16.63.000/-</u>	EMD amount is exuberantly high. There are projects of supply, operations and maintenance of HMC which are having EMD of 3 lakhs. Port is requested to kindly reduce the same in line	Tender condition prevails