

**ADDENDUM
CLARIFICATIONS TO QUERIES RAISED BY PROSPECTIVE BIDDERS DURING PREBID MEETING HELD ON
29/08/2016 AT 14.30HRS IN CME's CABIN.**

SR. No.	CLAUSE NO	PAGE NO.	TENDER CONDITION	BIDDER QUERIES	CLARIFICATIONS
1	1.16© & 1.21(a)	13 & 15	<p># The price offered should 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.</p> <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>	<p>It is clarified here that loco leasing is a service contract where we provide a comprehensive service. Hence Service Tax at prevailing rate on full lease amount and any other taxes/duties, if applicable, shall be reimbursed by MPT on production of documentary evidence.</p>	Tender condition prevails.
2	2.6(e)	19-20	<p>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. 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.</p>	<p>As the locomotive will work within the port siding round the clock, hence the existing loco facilities will be availed for maintenance of leased locomotive as and when required free of cost. It can't be quantified and loaded on lease charges.</p>	Tender condition prevails.

3	2.6(g)	20	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	Loading on lease charges is not possible, hence may be considered for free of cost.	Tender condition prevails. However, rates for storage are as per schedule of rates enclosed herewith.
4	2.7(a)	20	Contractor has to ensure minimum 90% availability of loco in a month 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. 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.	If during a month, Contractor is not able to manage the loco availability of 90%, due to loco ineffective or non availability of driver, lease charges for the down time in excess of 10%, (calculated on hourly basis) shall be deducted from the contractor invoice. Apart from above deduction. LD of 10% of deducted amount will also be levied.	Tender condition prevails.
5	2.7(b)	20	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	If the leased loco gets involved in any sort of accident/derailment taking toll of life or material or both or creating dislocation owing to inadvertent operations or loss of alertness, contractor shall submit a detailed report of the accident enumerating its cause to the MPT. The client in turn	Tender condition prevails. Only in case of de-railment, the actual cost will be paid by the Port against invoice of Railways.

			<p>caused to the Third party including Port property and personnel. Also the cost of repairs to the loco shall be borne by the contractor. 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>	<p>shall verify the above submission, if necessary by forming a small committee in which one representative of contractor will be there. In case of the Driver/Loco being responsible for such accident as may be opined by the committee as aforesaid, the LD will be limited to 1% of the total billing of that locomotive for that month or the actual cost of restoration/damage rectification, whichever is less. In any case, total of all LDs shall not exceed 3% of total billing in a month.</p>	
6	2.7©	20	<p>If the loco remains out of operation for more than 24 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>If during a month, Contractor is not able to manage the loco availability of 90%, due to loco ineffective or non availability of driver, lease charges for the down time in excess of 10%, (calculated on hourly basis) shall be deducted from the contractor invoice. Apart from above deduction. LD of 10% of deducted amount will also be levied.</p>	Tender condition prevails
7	Price Schedule	46	<p>Note:The offered rates shall be inclusive of all taxes and duties .However, service tax shall be paid extra as applicable.</p>	<p>It is clarified here that loco leasing is a service contract where we provide a comprehensive service. Hence Service Tax at prevailing rate on full lease amount and any other taxes/duties, if applicable, shall be reimbursed by MPT on production of documentary evidence.</p>	Refer Sr. No.1

8	BANK GUARANT EE	65	Bank guarantee format for Earnest Money Deposit (EMD)	This may please be exempted for Govt/PSU.	MPT does not exempt any Govt/PSU from submission of EMD.
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**NOTE : PLEASE NOTE THAT DATE AND TIME OF SUBMISSION OF TENDER HAS BEEN
EXTENDED TO 16/09/2016 AT 1030 HRS .**