

Appointment of Independent Engineer for the work of," Redevelopment of Berths 8, 9 & barge berths at the Port of Mormugao-Goa.

A. CORRIGRNDUM TO PRE BID REPLIES

Sr. No.	Clause	Query/ Clarification	MPT's reply
1.	Form Fin 4	<p>For expenses related to work related travel outside place of work we request you to kindly specify the number of trips so that there is uniformity in assumption across consultants.</p> <p>We suggest Fin 4 be broken into two parts:</p> <p>1. <u>Form Fin 4A</u> Expenses for travel outside place of work for the purpose of work related to inspection of equipment etc. Number of such trips and whether domestic/ international must be specified by client. In case the actual trips exceed the additional expense shall be over and above the quoted amount.</p> <p>2. <u>Form Fin 4B</u> Expense for travel form consultant's Headquarters to place of work and back. The consultants can make their own assumptions.</p>	Reimbursement if and when the Concessionaire and Concessioneing Authority ask IE for out of station visit than the reimbursement will happen on an actual basis of the terms and conditions of travel policy of the Concessionaire
2.	<p>As per Annex A (page-22), Total Period of service=36 months</p> <p>As per Terms of Reference (page-43) it is mentioned that " The entire civil works including berth construction and capital dredging full mechanization of one berth and shall be completed within 36 months from the date of award (1st Phase). Out of the balance 2 berths,</p>	Total period of IE services shall be 36 months or 60 months? Please clarify.	Time period of project is 36 months excluding one Month for verification of DPR and part drawing

	one shall be fully mechanized and the second berth can be operated with Mobile Harbour Crane or fully mechanized at the discretion of the Concessionaire. Mechanization of the 2 nd and 3 rd berth and all other balance works shall be completed within 60 months from the date of award (2 nd Phase).		
3.	Form FIN-2	-----	Percentage increase may be read as plus 5% p.a. on pro-rata basis after 3 months after the end of 36 months, i.e. 39 months. Percentage deduction may be read as (-) 5% p.a. calculated on pro rata basis for a minimum period of one month or part thereof.
		B. <u>ADDITIONAL CLARIFICATIONS</u>	
1.	Section 6 – Standard form of contract. cl. No. 1.3.	Law governing contract.	Jurisdiction should be limited to Court of Goa, India.
2.	Sl. No. 5 Sl. No. 7	Special conditions	Time period shall be 90 days. Time period shall be 36 months
3.		Terms of Reference - Part I	Reclamation of water front area to the extent at discretion of Concessionaire but limited to maximum of approx. 64000m ² .
4.	Section-2 Instruction to Consultant Part- II, Data Sheet & Section-5 Terms of Reference, cl.3.5 (iv).	It is observed that, there is a mismatch between section 2 & section 5 regarding site visits. We understand that IE should visit site at least once in a month to inspect the quality process followed and progress of work	Please refer revised Annexure – I as per Annexures of pre-bid replies

		Also based on the progress report forwarded by the concessionaire prior to visit, the concerned experts based on works carried out or completed shall visit the site along with team leader	
5.	Section 5.0 Terms of reference, Cl 3.2 (v)Determining as required under the Agreement, costs of any works or services and/or their reasonableness	The scope under this clause may please be elaborated for better understanding of scope	IE shall certify the estimates for services provided by Concessionaire for additional works.
6.	Section 5.0 Terms of reference, Cl 3.5(xiii)	The clause states that IE shall carry out inspections along with a third party. Kindly clarify if the third party shall be appointed by the Concessioneing authority or any third party certifying agencies appointed by the manufacturer. IE need not appoint the Third party. Please confirm.	IE has no role in appointment of third party for inspection.
7.	Section 5.0 Terms of reference. Cl 3.6 tests	It is understood that all test indicated in the clause are already included under concession agreement. It may please be appreciated that it would not be possible for the IE to conduct all these Independently. Accordingly, it is understood IE should witness the test such as cube strength, sieve analysis, test on steel and cement during their monthly visit and as regards to other equipment tests, the same will be witnessed by respective expert from IE on mutually agreed schedule. Please confirm.	IE has to only witness the test and certification.
8.	Section 5.0 Terms of reference, Cl 3.5(xv)&3.6 In section 5, cl 3.5(xv), specified the independent engineer shall carry out or cause to be carry out, all the tests and issue a completion certificate.	It is understood that all the tests on works (material & Equipment) shall be carried out by the Concessionaire with out any cost to IE as per specifications &as informed by Independent Engineer. The tests specified shall be witnessed by the Independent Engineer as per mutually agreed schedule. In case the Concessioneing Authority (MPT) requires the Independent Engineer to conduct the tests	Reply as above

		independently for the materials (as independent test on equipment would not be possible), the tests to be carried out and the numbers of such tests may please be specified so as to provide a common basis for bidding.	
9.	Part – II TOR related Information Cl 6 – 3 rd bullet point. "Arrangement for Boarding & lodging facilities during site visit, including office space, transport during the tenure of services shall be made by Independent Engineer on its own."	In case of monthly site visits for shorter durations, the Office space of the IE being outside the port premises may not be an issue. But in case of requirement of extended stay there for review of any certain activity, maintenance of office at site may be more appropriate. Since IE has to make all arrangements for his stay, the rent for obtaining such an office at site or within port premises may please be provided for common basis of quoting.	Office premises will be provided if available at Port's scale of rates.
10.	Section – 6 - 2.0 General Conditions of Contract Cl4.5 "Resident Project Manager: If required by the SC, the Independent Engineer shall ensure that at all times during the Independent Engineer's performance of the Services as a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services."	Kindly confirm if by this clause the Employer requires a key personnel to be appointed as the Resident Project Manager to remain stationed at site for the entire duration of the Project (36 months). If such a person is to be appointed, kindly confirm the minimum qualifications required for such a person.	Pl. refer Annexure – I of pre-bid replies.
11.	5.2, Pg. 85/100 Change in the Applicable Law	Bidder requests to modify the subject clause as under: "If, after the date of this Agreement, there is any change in the Applicable Laws/Introduction of New Laws of India with respect to taxes and duties, which are directly payable by the Consultant for providing the services i.e. service tax or any other taxes and duties, the same shall be reimbursed to Consultant on submission of Proof of payment to concerned	Quoted amount shall be inclusive of all applicable taxes except service tax.

		Authorities.	
12.	Para 3, Appendix – F, Pg. 95/100 BG Format	Bidder requests to modify 8 th line of the subject clause as under: ... Guarantee <i>or upto 30 Days from the receipt of Final Payment whichever is earlier.</i>	Not agreed
13.	6.3, Pg.13/100 Conflict of Interest	Bidder understands that the subject clause is not applicable to EIL as, EIL is a CPSU under Ministry of Petroleum and Natural Gas.	Not agreed
14.	9.3(c) Pg. 14/100 Preparation of Proposals	Bidder requests to allow submission of CV's of the professional staff after successful award of Job and before signing of the Contract. Further we confirm that professional to be deployed for the project will be as per the requirements mentioned in the tender.	Not agreed
15.	Section 4, Form FIN 2 to 5 Financial Proposal	Bidder understands that the fee to be quoted on Lumpsum Basis and Payment milestones defined are on Lumpsum Fee only. In view of the above the break-up of the Fee as per Form-2 to 5 is not applicable and is not required be submitted along with Price Bid. Please confirm.	Lumpsum amount shall be provided in Form 2, whereas Form 3, 4, & 5 breakup is mandatory in case of any additional visits beyond the scope of work.