

ADDENDUMTender notice No. 2/R-68/2013-14/OT DT.18-12-2014REPLY TO THE E-MAIL QUERIES RAISED BY THE FIRM M/S EMPIRE INDUSTRIAL EQUIPMENT IN CONNECTION WITH THE PRE-BID MEETING DATED: 30.12.2014 OF TENDER FOR PROCUREMENT OF 500MTRS PRESSURE INFLUATABLE OIL CONTAINMENT BOOM WITH THE ACCESSORIES

SI. No.	Clause No	Heading	VPT Description	Bidder's Query / Request for amendment	Remarks of VPT
1	10	Payment Terms	<p>For Foreign Supplies: The payment shall be released after successful performance of the pressure inflatable boom in the demonstration /trail at VPT site and acceptance of material. The payment will be made through SBI to the overseas account of the foreign supplier as per the bank account details furnished, and on submission of the following documents.</p> <ol style="list-style-type: none"> <li>1. Signed invoice bill details of CIF Value etc.,</li> <li>2. Bill of lading.</li> <li>3. Manufactures test certificate, guarantee certificate.</li> <li>4. Country of origin certificate.</li> <li>5. Third party inspection certificate/ bill</li> </ol>	<p>Request please accept the payment terms as</p> <p>For FOREIGN BIDDER</p> <ol style="list-style-type: none"> <li>1. "100% irrevocable Letter of Credit against submission of documents through bank ".</li> </ol> <p>In case of Indian Distributor of Foreign OEM: please accept the payment terms as below:</p> <ol style="list-style-type: none"> <li>1. 10% advance against Bank Gurantee</li> <li>2. 80% against material Receipt &amp; Inspection at VPT including all Duties &amp; taxes etc..</li> <li>3. 10% after successful execution of the order,</li> </ol>	Request cannot be agreed
2	12	Liquidated Damages	<p>If the Contractor fails to supply within the scheduled delivery time mentioned in the Purchase order, he will pay penalty @ 1/2% of order value for each week of delay or part thereof, subject to a maximum of 10% of the ordered value. Delays in excess of 10 weeks will cause termination of contract and forfeiture of performance guarantee.</p>	<p>Please accept the maximum Penalty as 5% of the order value. All other govt companies are following the same i.e. maximum of 5% of the order value.</p>	Request cannot be agreed as this is a standard condition applicable to all firms in all tenders of VPT MM Division

3	18	NOTIFICATION OF DELIVERY	<p>As soon as the goods are dispatched /shipped, intimation must be sent to the purchaser within 48 hours of shipment giving the following information for the purpose of insurance and planning for clearance from customs.</p> <p>18.1 Bill of lading number, date, name of the vessel, number of packing case, its dimensions and weight, value of the consignment etc. 18.2 The indigenous suppliers shall intimate Lorry Way bill number, date, name of transporters, number of packing case, its dimensions and weight, value of the consignment etc.</p>	<p>Please clarify the customs duty, port clearance expenses will be paid by VPT? Or by the bidder?</p> <p>In case of Indian distributor of Foreign OEM, participating as bidder, who shall bear the Customs duty, Port Clearance expenses etc..</p>	<p>The customs duty port clearance etc. has to borne by the successful bidder in the case of both Foreign OEM or Indian distributor and subsequently. VPT will reimburse these charges on submission of original bills.</p>
4	8 b (1)	ELIGIBILITY CRITERIA:	<p>The tenderer's shall submit the following documents to qualify in the tender. i. Details of orders received during last two years for supply of Oil Containment Boom for minimum 500 meters length and above in a single order to assess capacity to manufacture pressure inflatable Oil containment boom with required specification.</p>	<p>It seems, with this condition i.e. details of orders received during last two year.The tender is restricting to participate only limitedcompanies / probably individual. Pleaseamend this clause and relax the time frontwo years to atleast 7 Yrs, which normally allthe PSUs ask forFinancial capability : Networth of the bidder should be positive and should have executed the orders worth Rs, 263.10 or above in single order.</p>	<p>Request considered and tender condition will amended for considering order received during last 7 years for supply of minimum 500mtrs single length and above. Also the latest performance certificate of the supplied pressure inflatable oil containment boom as on the date of tender opening to be submitted.</p>

5		Third Party Inspection Charge	It is mentioned in the tender that the material is subject to third party inspection and shall be done by Lloyds Register of Shipping/ Indian Register of shipping or by anyother classification society approved by D.G.Shipping of India agency in prior to shipment.The cost of the third party inspection chargeswill be paid by the purchaser at actuals as perthe invoices of the Testing Agency. In case ofpayment of the testing charges in foreigncurrency, the inspection charges rateequivalent in Indian rupee as on date ofinspection will be considered for payment. ."	Please clarify , whether TIP charges will be born by Bidder initially, and the same will be reimbursed by VPT along with the payment? OR VPT will pay to the Inspecting Authority directly against their Bill.	TPI charges are to be borne by the successful bidder and VPT will subsequently reimburse the same on submission of the original bill of the testing agency.
---	--	-------------------------------	---	---	---

REPLY TO THE E-MAIL QUERIES RAISED BY THE FIRM M/S DESMI IN CONNECTION WITH THE PRE-BID MEETING DATED: 30.12.2.014 OF TENDER FOR PROCUREMENT OF 500MTRS PRESSURE INFLUATABLE OIL CONTAINMENT BOOM WITH THE ACCESSORIES

SI. No.	Clause No	VPT Description	Bidder's Query / Request for amendment	Remarks of VPT
1	2	1. LD clause: If the Contractor fails to supply within the scheduled delivery time mentioned in the Purchase order, he will pay penalty @12% of order value for each week of delay or part thereof. Subject to a maximum of 10% of the ordered value. Delays in excess of 10 weeks will cause termination of contract and forfeiture of performance guarantee.	1. LD clause: to be considered to 0.5% per week to a maximum of 5% of the order value.	Cannot be considered as VPT standard LD clause is 10% for all tenders
2	7(a)	2. Offer Validity: Tenders shall remain valid for 6 (six months) from the date of opening of the tender.	2. Offer validity: to considered for 3 months instead of 6 months from the date of tender opening.	Cannot be considered
3	10(a)	3. Payment terms: 100% payment shall be released after successful performance in the demo and against submission of bills in triplicate along with all required documents viz inspection reports, Insurance certificate etc. The payment will be made with in 30 days of receipt demonstration and required documents required and acceptance of material at site by the consignee/I.O.	3. Part shipment to allow. 4. Payment terms: requested to consider the following: 90% against the approval of the 3 <sup>rd</sup> party inspection, 10% on receipt of successful demo at your site.	Can be considered within scheduled delivery period. Cannot be considered

REPLY TO THE E-MAIL QUERIES RAISED BY THE FIRM M/S MG NICKON - INDIA IN CONNECTION WITH THE PRE-BID MEETING DATED: 30.12.2.014 OF TENDER FOR PROCUREMENT OF 500MTRS PRESSURE INFLUATABLE OIL CONTAINMENT BOOM WITH THE ACCESSORIES

SI. No.	Clause No	VPT Description	Bidder's Query / Request for amendment	Remarks of VPT
1	8(b)	<p>1. The tenderer's shall submit the following documents to qualify in the tender.</p> <p>i. Details of orders received during last two years for supply of Oil Containment Boom for minimum 500 meters length and above in a single order to assess capacity to manufacture pressure inflatable Oil containment boom with required specification.</p> <p>ii. Details of manufacturing facilities, equipment details, technical personnel, testing facilities etc.</p> <p>iii. Copies of balance sheets, and profit and loss accounts of last three years.</p> <p>iv. The copies of Purchase Orders performance/completion certificate submitted should be attested by a Notary.</p> <p>v. The tenderer shall furnish the details of customer's full address, phone number, fax numbers, e-mail, contact person whose purchase order copies are submitted for pre-qualification.</p>	<p>1. Confirm the clause No.8 (b)I under eligibility criteria : from which date will consider the last two years Date of order would be considered or date of supply would be taken in consideration.</p> <p>2. Requested that instead of last two years, last three financial years may be consider</p>	<p>Tender opening date will be considered.</p> <p>Details of orders received during last 7 year is being considered. Also the latest performance certificate of the supplied pressure inflatable oil containment boom as on the date of tender opening to be submitted.</p>

ANNEXURE – DREPLY TO THE E-MAIL QUERIES RAISED BY THE FIRM M/S MARIND PROJECTS PVT LTD IN CONNECTION WITH THE PRE-BID MEETING DATED: 30.12.2.014 OF TENDER FOR PROCUREMENT OF 500MTRS PRESSURE INFLUATABLE OIL CONTAINMENT BOOM WITH THE ACCESSORIES

SI. No.	Clause No	VPT Description	Bidder's Query / Request for amendment	Remarks of VPT
1	Annx.I of Technical specifications	<ol style="list-style-type: none"> <li>1. Shall be inflatable from a single point source without the need to stop and open and shut each air chamber manually 200m PI boom shall be deployable in 10 min.</li> <li>2. Shall conform to the minimum performance standards required by ASTM</li> <li>3. The sales, design, development, installation and commissioning of the oil pollution control systems for containment and hydraulic power packs and all accessories shall be under an ISO 9001:2008 certified quality management system.</li> </ol>	<ol style="list-style-type: none"> <li>1. In Annexure 1 of boom specification you have mentioned that 250 Mtrs of boom to be deployed in 10 minutes time is theoretical. It is only possible when sea is calm like a pond with no current and waves. It should be 10 to 15 minutes for 250 Mtrs of boom</li> <li>2. In addition boom seams must be vulcanized and not glued. Since spec is silent about it, any unscrupulous element can glue the seams of boom and in such case booms shall last for few deployments only.</li> <li>3. ISO accreditation is given for only quality management and not quantity. ISO 9001:2008as mentioned in Annexure I to be appeared in the beginning instead of ISO 9001:2008</li> </ol>	<ol style="list-style-type: none"> <li>1) Tender specifies for 200 meters PI Boom shall be deployable in 10 minutes which is in order.</li> <li>2) As per the tenders specifications the boom shall inflatable as per latest ASTM standards with highest quality components for best performance.</li> <li>3) This ISO 9001:2008 clause is regarding the manufacture, sales, design,development,manufacture, installation and commissioning of the oil pollution control systems for containment and hydraulic power packs and all accessories shall be under an ISO 9001:2008 certified quality management system.</li> </ol>

ANNEXURE – EREPLY TO THE E-MAIL QUERIES RAISED BY THE FIRM M/S HI-TECH ELASTOMERS LTD IN CONNECTION WITH THE PRE-BID MEETING DATED: 30.12.2.014 OF TENDER FOR PROCUREMENT OF 500MTRS PRESSURE INFLUATABLE OIL CONTAINMENT BOOM WITH THE ACCESSORIES

SI. No.	Clause No	VPT Description	Bidder's Query / Request for amendment	Remarks of VPT
1	8(b)	<p>1. The tenderer's shall submit the following documents to qualify in the tender.</p> <p>i. Details of orders received during last two years for supply of Oil Containment Boom for minimum 500 meters length and above in a single order to assess capacity to manufacture pressure inflatable Oil containment boom with required specification.</p> <p>ii. Details of manufacturing facilities, equipment details, technical personnel, testing facilities etc.</p> <p>iii. Copies of balance sheets, and profit and loss accounts of last three years.</p> <p>iv. The copies of Purchase Orders performance/completion certificate submitted should be attested by a Notary.</p> <p>v. The tenderer shall furnish the details of customer's full address, phone number, fax numbers, e-mail, contact person whose purchase order copies are submitted for pre-qualification.</p>	<p>1. To amend the eligibility criteria and considered for minimum last ten years of supply records for minimum 500 Mtrs length</p>	<p>Considered for supply of minimum 500mtrs single length and above during last 7 years. Also the latest performance certificate of the supplied pressure inflatable oil containment boom as on the date of tender opening to be submitted.</p>

ANNEXURE –F

REPLY TO THE E-MAIL QUERIES RAISED BY THE FIRM M/S ELEKTRONIK LAB IN CONNECTION WITH THE PRE-BID MEETING DATED: 30.12.2014 OF TENDER FOR PROCUREMENT OF 500MTRS PRESSURE INFLUATABLE OIL CONTAINMENT BOOM WITH THE ACCESSORIES

SI. No.	Clause No	VPT Description	Bidder's Query / Request for amendment	Remarks of VPT
1	8	<p>Eligibility Criteria: Page 10, Clause 8: "Bids will be considered only from reputed Oil containment Boom manufacturers including those in India and abroad with ISO 9001:2005 QMS accreditations for manufacture and supply of pressure inflatable oil containment boom of minimum 500 meters length or more. The P.O. Copies for supply to Govt Ports, Govt. Organizations, PSUs reputed firms overseas/Indian Ports etc to be submitted along with tender.</p> <p>&amp;Certification (Page 18, Annexure — I): The sales, design, development, installation and commissioning of the oil pollution control systems for containment and hydraulic power packs and all accessories shall be under an ISO 9001:2008 certified quality management system</p>	<p>1. In one place it is ISO 9001:2005 and in other place it is 9001:2008.</p> <p>2. In page 10, you have mentioned manufacture &amp; supply, whereas in page 18 it is mentioned as sales, design... etc</p>	<p>Amended to read as ISO 9001:2008 instead on ISO 2001: 2005</p> <p>The word manufacture may be considered in the specifications along with the words sales design etc.,</p>



2	10	<p>Page 14, clause 10: Payment Terms:          Payment against <u>indigenous supplies</u>:          100%payment shall be released after successful performance in the demo          Payment against foreign supplies :-          The payment shall be released after successful performance of the pressure inflatable boom in the demonstration /trail at VPT site and acceptance of material</p>	<p>Good clause, but will VPT indemnify the supplier / manufacturer, in case of any damage happens to his OSR equipment during demo due to accidental interactionwith VPT's craft –men?</p>	<p>Due care to taken by supplier while testing and VPT will not indemnify.</p>
3	10	<p>Page 14, clause 10: Payment Terms:          Payment for agency commission, if any, involved may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of agency commission if any, payable shall have to be mentioned in the offer. Agency commission, if any, shall be paid in equivalent Indian Rupees within 30 days of submission of Bills along with the following documents</p>	<p>Kindly advise on the requirement of this text since this may go against agreed business terms and conditions between the parties. Can it be kept optional if not repealed?</p>	<p>Request cannot be considered.Hence to comply as per government guidelines.</p>

4		Page 2: Not Transferable Form of Tender: "...we, the undersigned, offer to manufacture, supply and guarantee the whole of the said in conformity with the..."	NOT CLEAR.	Tender condition under clause & Sl. No.5 ie. "Method of submission of Tender" provides for allowing an authorized distributors etc., to submit the offer on behalf of the principal manufacture.
5	3	<p>Page 6, clause 3: The schedules duly filled in and signed should be returned as indicated below:</p> <p>a) The completed tender together with two certified true copies of the tender schedules and bill of quantities along with other conditions if any shall be submitted in COVER I</p> <p>d) All the tender papers including specification, Quality Assurance Plan, Instructions to the tenderer, tender schedule etc., should invariably be returned signing in all the pages in token of acceptance to tender terms without any deviation. All the documents, detailed Quality Assurance plan etc., should be submitted in English only, failing which offer will be liable for rejection</p>	<p>1. Almost 35 pages of tender schedule PLUS QAP etc have to be signed in all the pages during tender submission.</p> <p>2. And two certified copies of the tender schedule (35 pages) is to be submitted.</p>	Clause is in order and all tender documents are to be signed.

6	36	<p>Page 34, Clause 36: Manufacturing Stage-wise Inspection By Third Party: "...The third party inspection agency i.e. Lloyds Register of shipping, Indian Register of Shipping or any other classification society approved by D.G. Shipping of India will carry out inspection based on the QAP attached with the tender /approved by the Purchaser. The rate should be exclusive of the inspection charge of the third party inspection agency. But their charges for inspection may be indicated in the techno commercial bid..."</p>	<p>1. In one line it is mentioned that the rates should be exclusive and in the other line it says this can be included in techno-commercial bid.</p>	<p>The line at clause 36 ie. read as "Third party charges for inspection may be indicated in the techno commercial bid" may please be treated as deleted.</p>
7	8	<p>Eligibility Criteria: Page 10, Clause 8: "The P.O. Copies for supply to Govt Ports, Govt. Organizations, PSUs reputed firms overseas/Indian Ports etc to be submitted along with tender"</p>	<p>1. In case the distributor hasn't executed any order under his name directly, whereas the manufacturer / OEM of the said distributor  Has executed such orders in numbers across the globe, including in India. Under such circumstances, does the distributor qualify to participate in this tender</p>	<p>The purchase orders of the principal manufacturer can be considered, subject to submission of a letter of undertaking from the principal manufacturer, that their distributor is authorized for submission of the order copies executed by them.</p>

8		Page 11: Indigenous Supplier	Will the authorized distributor of an overseas OEM fall under this clause.	NO
9	2E & 3	Page 6, clause 2 E) & Page 23, clause 3.1.3 Regards: Address for Bid Submission	In first case bid is to be sent to Materials Manager, and in the second case, bid is to be submitted to CME.	The bids to be sent to the CME (MM Division office)
10			In case overseas OEM participates in this tender enquiry then what all official responsibilities can be shared by his authorized representative other than providing after sales services?	No comments,