

No. IPGL/RFP/2017

Dated: 23rd June, 2017

To,

All Prospective Bidders (by e-mail and through web-site)

Subject: Tender for “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of (04) Four Nos. of 100 Ton Capacity & (02) Two Nos. of 140 Ton Capacity Mobile Harbour Cranes (MHCs) at Shahid - Behesti Port at Chabahar, Islamic Republic of Iran”.

Ref: Tender No. IPGL/MHCs/2017

Corrigendum to the Tender clauses of RFP for MHCs.

Dear Sir,

1. With reference to the pre-bid meeting held on 05th May, 2017, of the subject tender, please find attached herewith the corrigendum / amendments subsequent to first round of clarifications uploaded on 22nd May, 2017. These amendments / corrigendum will also be available on the web-sites of JNPT / Kandla Port and IPA, New Delhi.

2. As per clause 2.8 and 2.16 (Volume-I) of the Tender, these amendments / corrigendum so issued, shall form part of the Tender document and remain binding on all the Tenderers and same shall be accepted and submitted by all the Tenderers along with the offer. Hence, you are requested to submit a copy of these amendments / corrigendum duly signed and stamped by the authorized signatory on each page along with Original copy of the Tender documents. Tender received without copy of these amendments / corrigendum duly signed and stamped by the authorized signatory on each page shall not be considered for evaluation. Other clause, Annexure, Schedule, of the Tender remains unchanged.

3. Extension of due date and Time for Bid submission: It is informed that the due date and time for submission of offers under this tender has been extended up-to **15:00 Hrs. on 17th July, 2017**. The Technical bids of the offers so received by this date will be opened at **15:30 Hrs. on the same day i.e. 17th July, 2017**. **The venues of the submission of the offers remain unchanged.**

Kindly acknowledge the receipt of this communication.

Yours faithfully,

SD/-
(A.K. Gupta)
Managing Director

Encl: as above.

(Tender No. IPGPL/MHC/2017)

COMMERCIAL CORRIGENDUM PERSUANT TO PRE-BID MEETING HELD ON 05th MAY, 2017 FOR RFP OF FOUR (04) Nos. OF 100 TON CAPACITY & TWO (02) Nos. OF 140 TON CAPACITY MOBILE HARBOUR CRANES (MHCs), AT SHAHID BEHESHTI PORT, CHABAHAR, ISLAMIC REPUBLIC OF IRAN.

MOBILE HARBOUR CRANES (MHCs)

Sr. No.	Page / tender clause	Description of Clause	IPGL Corrigendum
1	25 / 3.10	Shipment	Clause 3.10.7 is amended as: The Bills of Lading, (clean and shipped on board) should be made to order and bank endorsed. The copy of the bills of lading should be sent to IPGL. Clause 3.10.8 (new added) The Import permission as required in the destination country will be provided by the employer.
2	35 / 3.32	Terms of Payment	a) Clause 3.32 Mode of Payment: The payment to the contractor shall be through Irrevocable Letter of Credit (LC) and payable at sight against stage wise payments. b) Documents required for second stage payment: (i) Clean on Board Bill of Lading, 3 copies (ii) Commercial invoice, 1+2 copies (iii) Certificate of origin, 1+2 copies (iv) Packing list, 1+3 copies

			c) Clause 3.53 Force Majeure: (new para added) In case of change in applicable international laws and regulations in jurisdiction of the project, prohibiting delivery of equipments at agreed destination port and as per tender terms, then suitable alternative destination and cost implication thereof shall be decided by mutual agreement.
3	51 / 3.61	Limitation of Liability	Limitation of Liability: (new para added) Limitation of Liability during defect liability period shall exclude operational damages, if any, such as due to mal-operation of crane by IPGL or its authorised representative.
4	26 / 3.12	COMPLETION PERIOD OF WORK:	Option 1 & Option 2 of Clause 3.12 holds good. However, following para is added at bottom of clause no. 3.12. For both of the above options, the period mentioned includes 60 days for transit from the port of dispatch to port of destination (Chabahar Port, Iran). In case, transit period exceeds 60 days for reason beyond supplier's control, then exceeded period of transit time beyond 60 days shall be exempted from levy of liquidated damages (clause no. 3.43) as stipulated for handing over / taking over of MHCs.
5	45 / 3.44	INSURANCE	The value of such insurance shall be at least equal to 100 % of the contract price of new MHCs excluding spares parts / tools cost.
6	48 / 3.50	Amicable Settlement	The clause no. 3.50 should be read in conjunction with the following: Both the Parties shall first make attempt to settle the dispute amicably and may take assistance of a third party (cost of which will be jointly shared).
7	43 / 3.40.3	BG against advance payment	This clause no. 3.40.3 is amended as under: The B.G issued, towards security

			deposit of advance payment, shall be valid for a period of 2 weeks beyond the date of completion of the contract i.e. dates of Final Acceptance Certificate, with a claim period of 3 months. The B.G submitted by the Contractor under this clause will be returned to the Contractor after successful commencement of commercial operations of the equipment and on making an application thereof.
8	47 / 3.47.d)	Default of Contractor	The clause no. 3.47.d) is amended as under: Fails to give the IPGL proper facilities for inspection of the Works at contractor's premises of any part thereof for three days after receiving notice in writing by the IPGL demanding the same or.