

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

Clarifications to the pre-bid queries and amendments / corrigendum to the Tender clauses.

Dear Sir,

1. With reference to the pre-bid meeting held on 05th May, 2017, of the subject tender, please find attached herewith the pre-bid clarifications / amendments. These clarifications and 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 clarifications / 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 Pre-Bid clarifications / 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 Pre-Bid Clarifications / 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 12th June, 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. 12th June, 2017**. **The venues of the submission of the offers remain unchanged.**

Kindly acknowledge the receipt of this communication.

Yours faithfully,

(A.K. Gupta)
Managing Director

Encl: as above.

(Tender No. IPGPL / MHC / 2017)

COMMERCIAL CLARIFICATIONS 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	Bidders Query / Clarification	IPGL Comments
1.	24 / 3.9.1 & 3.9.2 & 3.9.3 (iii)	Customs dues and customs clearance	Per clause 2.15.3, SOW is CIF Shahid Beheshti Port, Chabahar, Iran, therefore, payment of wharfage, custom duty and customs clearance will be excluded from bidder's scope.	The clause 2, 10.2 may be read with clauses Nos. 2.15.3, 3.9, 3.13 and 3.33 with further clarification / amendment that the tenderer is responsible for the completion of customs formalities immediately after arrival of the vessel without any waiting time (No time to be excluded from hand-over time, except in such situation sufficiently supported for delay in custom-clearance for reasons not attributable to the contractor). The Employer (IPGL) is responsible for the payment of customs fees, if payable and reimburses the expenses on custom-clearance at actual, on submission of documentary evidence / proof of it. For avoidance of doubt, (i) It is further clarified that CIF value includes all dues at port of origin and vessel related charges at the disport. (ii) Wharfage at disport will be reimbursed to the bidder against the documentary evidence. (iii) Taxes and duties for those items / equipments which are appearing in the Price Schedule, the

				custom duty in Iran is exempted, however if payable, shall be paid by the employer.
2.	25 / 3.10	Import Permission at Chabahar	It is learnt that import permission would require from Iranian authorities, for such imports, therefore, IPGPL will provide the import permission being beneficiary of the consignment before to issue the LOA.	Import permission, if required, will be issued by IPGL for the consignment on request from the manufacturer prior to shipment / delivery.
3.	26 / 3.13	Payment of taxes, levies, duties, royalties as applicable and payable to the government of Islamic Republic of Iran.	Due to CIF conditions / scope, BIDDER will be responsible only for the taxes outside of Iran.	Please refer Sr. No. 1 above.
4.	31 / 3.24.8 (a)	IPGL will appoint an Internationally reputed TPIA	For smooth completion of project, IPGPL may consider to appoint the TPIA at their own cost from ABS India only for their good experience in the MHC Market or allow the bidder to select TPIA from the list mentioned in the Tender Documents.	Clause 3.24.8 holds good.
5.	31 / 3.24.8 (b) (i)	Approval /Document Review	The document review cycle by TPIA for documents listed in item 1 & 2 of Annex VII, may please consider for 2 weeks, for timely completion of project.	IPGL shall endeavour to get approval of TPIA within 2 weeks or as per schedule drawn during kick - off meeting.
6.	31 / 3.24.8 (b) (ii)	Notification for stage inspections by TPIA with at least one month in advance.	Please consider 10 days' notice period for inspections for timely completion of project.	IPGL shall endeavour to get approval of TPIA within 10 days or per schedule drawn during kick - off meeting.
7.	32 & 33 / 3.25.2 & 3.27.4	Load tests at Employer site	As per FEM Standard, bidder will conduct the load test at loading Port in Europe in the presence of TPIA, thereafter, intend to transport the cranes fully erected to IPGPL site, so we assume second load test	Agreed, if received in good condition.

			at employer site in the presence of competent agency will not require.....please clarify? In case require, then loads and testing material will be provided by the employer.	In case of any damage during transit, the same load test to be carried out in presence of TPIA at IPGL site at contractor's risk and cost where test - loads shall be arranged by IPGL.
8.	34 / 3.28.1 to 3	Defective items shall have caused delay in the completion of the Contract ...	LD shall be the sole remedy as defined in clause 3.43.c (page 44) only for late delivery.	Tender Condition holds good. No claim to be made by the Employer for consequential losses on account of delay in delivery and hand-over, for which Liquidated Damages is the sole remedy. Annexure – III Letter of Application cum Tender Form – paragraph 4 (vi) stands amended to the extent that the word “& Consequential Losses” is deleted from that paragraph.
9.	34 / 3.30.1	Defective after taking Over	The 4 weeks needs to be discussed in reference to the nature of defect ... is better to have the term “in a reasonable time”.	Tender condition prevails.
10.	34 / 3.30.2	Warranty for replaced parts	Warranty will be for 24 months or 4000 hrs of Operation, whichever comes first, from the date of final acceptance of cranes (per clause 3.36.1 page 40 and 3.58, page 50), so please clarify the requirement for 36 months for replaced parts?	Tender condition prevails. However, Clause 3.36.2 stands amended to the extent that replaced or renewed component shall be under warranty till expiry of 24 Months or 4000 Hrs. of Operation from the date of final acceptance of the crane whichever is earlier.
11.	35 - 36 / 3.32	Terms of Payment <ul style="list-style-type: none"> • First stage – 10% advance. • Second stage – 60% after receipt of equipment at site. • Third stage – 20% on commission. • Forth stage – 10% 	Contract payments will be covered under a Irrevocable Letter of Credit and payable at sight as below: <u>First stage</u> – ok; <u>Second stage</u> – against shipping documents and TPIA Certificate <u>Third stage</u> – ok, but the provisional certificate has to be issued in three (3) days. <u>Fourth stage</u> – ok, but the provisional certificate has to be issued in five (5) days.	<u>Second Stage Payment:</u> Shipment Documents includes: (i) Original Bill of Lading, (Clean and Shipped on Board) (03) Three Copies. (ii) Original Invoices (03) Three Copies. (iii) Original Certificate of Origin. (iv) Packing list for each Crane. <u>Third Stage Payment:</u>

		against final acceptance certificate.	In the contract has to be included also this terms and conditions: <i>This contract is subject to the compliance with the regulations pro tempore in force issued by national authorities (Italy), the European Union and other international organizations (only for example: OFAC) and for this reasons the Seller takes no responsibility for the respect of any formalities concerning all the transactions related to this contract.</i>	Release of payment shall be within 21 days of submission of all requisite documents i.e. Please refer Clause 3.53 about change in applicable laws & regulations. However we shall include economic sanctions also.
12.	36 / 3.32.3	Payment of warranty support	Please consider these charges will be paid within 30 days of presentation of invoice.	Tender Condition Prevails. IPGL will endeavour release of payment subject to compliance of required documents by the contractor, within 30 days. .
13.	38 / 3.35.3	Issue of Provisional Certificate for commercial operation.	In such case, date of issuance of provisional certificate shall be the date of Contractual delivery for all purposes included starting warranty period.	Tender Condition Prevails.
14.	40 / 3.36.1	Guarantee period of 24 months or 4.000 working hours	All consumables such as lubricants, grease, filters for hydraulic system and for diesel engine, main wire rope, grab wire ropes; hoses are excluded during this period.	Excluded consumable items for guarantee period are lubricants, grease, filters for hydraulic system and for diesel engine.
15.	42 / 3.39.3	PBG during Defect Liability period	For clarity, bidder will submit the PBG's in line with the delivery options available (in 3.12), valid until Defect Liability period with a claim period of 1 month thereafter, so as to cover the requirement of clause 3.39.1, 3.39.3 & 3.40.3.	Clause 3.39.1, 3.39.2 & 3.39.3 hold good. However, the tenderer may submit PBG with validity period covering completion period of the Contract (as per clause 3.12) and till expiry of Twenty Four (24) months or 4000 Hrs. of Operation from the date of final acceptance of the cranes, whichever is earlier, towards satisfactory performance of each component, with a claim period of BG three (03) months thereafter.
16.	42 / 3.39.4	PBG after completion of despatch liability period	a) The requirement for 36 months after Defect Liability period is confusing, if we read clause 3.36.1 "shall be in force from the date of final acceptance of cranes for 60 months and 36 months respectively", please clarify.	

17.	42 / 3.39.1	Submission of PBG	<p>b) PBG for 36 months to guarantee the steel structure & painting after defect liability period is okay, however, the requirement of 5% is too high for such components! Bidder is of the view that 2% (in commensurate with the price of Steel Structure & Painting in the overall Contract price) may please be considered!</p> <p>The Performance Bond Guarantee will be issued within 45 days from Contract Signature. Its validity will start from the opening date of Irrevocable Letter of Credit.</p>	<p>Clause 3.39.4 is amended to the extent below:</p> <p>BG for an Amount Equivalent to (3%) three percent of the contract price towards performance of steel structure (Validity of the Bond 36 months from expiry of defect liability period) and for painting & anti-corrosion application validity 12 months from expiry of defect liability period.</p> <p>The Performance Bond Guarantee is to be issued within 45 days from LOA. However, IPGL will endeavour to sign the Contract earlier than 30 days from date of issue of LOA. The validity of the PBG shall be from the date of issue of PBG till expiry of Defect Liability Period. Letter of Credit shall be opened within 15 days of signing of Contract between IPGL and the Tenderer.</p>
18.	44 / 3.42	Indemnity	This clause will be enforceable until handing over of Cranes / final acceptances by IPGPL ... please confirm.	Agreed.
19. 20.	44 / 3.43 a 44 / 3.43 b	LD LD in US Dollar	<p>Will start from the issuance date of Letter Of Credit</p> <p>It will be recovered in the Currency of bid.</p>	<p>The completion period of the contract starts from the date of opening of Letter of Credit (LC). The LD shall be levied for the delay period from the scheduled date of delivery.</p> <p>It shall be recovered in the currency of bid.</p>
21.	45 / 3.44.2	Insurance of 110 % during Defect Liability period	Is it for the entire 24 months of Defect Liability/Guarantee period.....please clarify?	Yes.
22.	51 / 3.61	Limitation of Liability	We assume this clause relates to any damage to IPGPL property (including jetty) or the lives, persons, property of others or any other damage during Commissioning & testing of equipment at site. This clause is enforceable until commissioning of equipment & shall not apply after the provisional	This clause is enforceable until expiry of entire Defect- liability period.

			acceptance.	
23.	69 / Annex IV	Form of agreement.	<p>Wish to bring to your kind attention that due to peculiar nature of project (delivery at Iran) we have very limited Banks in our home country who transact with Iran.</p> <p>Therefore, in order to have comfort for project financing / negotiation of documents etc., we have requested for three separate contracts (No. 1 for No. 2, 100 t MHC; No. 1 for No. 2, 100 t MHC; No. 1 for No. 2 140 t MHC).</p> <p>It is very clear that these three Contracts shall have the same terms & conditions that bidder have agreed, so we do not see any issue in split Agreements.</p>	Agreed.
24	10 / 2.12	Currency	Any reference in the tender documents (including Schedules and Annexures) relating to US Dollars shall be deleted due to strict compliance in connection with deliveries to the Iran.	The option of currency for quoting and payment is for all bidders, being a global tender. On award of work to the successful tenderer, the respective quoted currency shall prevail.
25	01 / Tender Notice	Scope of Work	For the avoidance of doubt Contractor will not give any guarantee on the performance of the said Cranes. Any reference in the tender documents (including Schedules and Annexures) relating to "Work" or scope of "Work" shall be replaced by: "Design, Manufacture, supply, Installation, Testing and Commissioning of 4 numbers of 100 Ton and 2 numbers of 140 Ton lifting capacity Mobile Harbour Cranes..."	Guaranteeing the performance is related to defect liability period and relevant clauses.
26	45 / 3.44	INSURANCE OF WORK	3.44 INSURANCE OF WORK AT MANUFACTURER'S SITE FOR NEW MHCs/3.45 INSURANCE AGAINST THIRD PARTY	Insurance from any insurance company having good reputation and complying with tender conditions on various insurances covering all risks

		<p>LIABILITY (FOR NEW MHC) at Employer site:</p> <p>The Contractor shall undertake to effect and maintain, throughout the term of the Agreement by and between Contractor and Employer pursuant to the Tender, the insurance coverage specified herein below. Prior to commencement of the deliveries and services and, subsequently, whenever requested by Employer by means of a written notice, Contractor shall provide Employer with certificates evidencing the insurance coverage reflected herein below.</p> <p>1. General Third Party Liability Insurance prior delivery</p> <p>General Commercial Liability Insurance covering legal liability for both bodily injury (including wrongful death) and property damage. The limit of indemnity shall be up to an amount including EUR 10,000,000 per occurrence in the aggregate per each calendar year.</p> <p>2. Property Insurance prior delivery</p> <p>Property Insurance covering physical damage to or loss of all tools, equipment or materials owned, leased by, or in the care, custody or control of Contractor. The limit of indemnity shall be for the full replacement value of the property so insured.</p> <p>3. Marine Insurance</p>	<p>and liabilities stipulated in the tender document is acceptable.</p>
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27	26 / 3.12	COMPLETION PERIOD OF WORK:	<p>3.12 COMPLETION PERIOD OF WORK:</p> <p>The Equipment complete with appurtenances shall be delivered ex work Bidder factory within seven (7) months after receipt of the acceptable opening advisement of the Letter of Credit.</p> <p>Estimated hand-over time at Shahid Beheshti Port, Chabahar to be within ten (10) months.</p>	<p>Option 1 & Option 2 of Clause 3.12 holds good.</p> <p>The clause 2, 10.2 may be read with clauses Nos. 2.15.3, 3.9, 3.13 and 3.33. The tenderer is responsible for the completion of customs formalities immediately after arrival of the vessel without any waiting time (No time to be excluded from hand-over time, except in such situation sufficiently supported for delay in custom-clearance for reasons not attributable to the contractor). The Employer is responsible for the</p>

			<p>The Employer is responsible for the completion of customs formalities immediately after arrival of the vessel without any waiting time (time to be excluded from hand-over time). The Employer is responsible for the payment of customs fees, associated costs and VAT of parts, material and services to be imported to the Iran including any further applicable fees.</p>	<p>payment of customs duty, if payable and reimburses the expenses on custom-clearance at actual, on submission of documentary evidence / proof of it. For avoidance of doubt, (i) It is further clarified that CIF value includes all dues at port of origin and vessel related charges at the disport. (ii) Wharfage at disport will be reimbursed to the bidder against the documentary evidence. (iii) Taxes and duties for those items / equipments which are appearing in the Price Schedule, the custom duty in Iran is exempted, however if payable, shall be paid by the employer.</p>
28	35 / 3.32	TERMS OF PAYMENT	<p>3.32 TERMS OF PAYMENT:</p> <p>One hundred percent (100%) of the Contract Price shall be payable through irrevocable confirmed Letter of Credit, established by a first class bank acceptable to the Contractor and payable at Erste Group Bank AG (SWIFT: GIBAATWGXXX). Acceptable opening advisement shall be advised to Erste Group Bank AG within two (2) weeks after contract signing, at latest.</p> <p>Payments out of the Letter of Credit shall be made at sight in the following manner:</p> <p>(a) Twenty five percent (25%) of the Contract Price corresponds to EUR _____,-- (Euro _____) shall be payable as advance payment by Employer on signing of Contract against presentation of the</p>	<p>Tender Condition Prevails.</p>

		<p>following documents:</p> <ul style="list-style-type: none"> - Commercial Invoice in one (1) original and two (2) copies <p>(b) Sixty percent (60%) of the Contract Price corresponds to EUR _____,-- (Euro_____)</p> <p>shall be payable at sight against presentation of the following shipping documents:</p> <ul style="list-style-type: none"> - Commercial Invoice in one (1) original and two (2) copies - Packing List in one (1) original and three (3) copies - Clean on Board Bill of Lading in Full Set - Certificate of Origin in one (1) original and two (2) copies <p>(c) Fifteen percent (15%) of the Contract Price corresponds to EUR _____,-- (Euro_____)</p> <p>shall be payable at sight after Hand-Over of the Equipment at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran against presentation of the following documents:</p> <ul style="list-style-type: none"> - Commercial Invoice in one (1) original and two (2) copies - One (1) copy of the Hand-Over Report <p>Or the remaining amount is payable against</p>	
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			<p>presentation of the following documents one hundred twenty (120) days after Bill of Lading date but within the validity of the Letter of Credit:</p> <p>- Commercial Invoice in one (1) original and two (2) copies</p> <p>The expiry place of the L/C shall be Austria. Partial shipment / transshipment / On Deck Shipment / Charter Bill of Lading shall be allowed. All charges except negotiation charges at Erste Group Bank AG (SWIFT: GIBAATWGXXX) are for Employer's account.</p> <p>Employer shall make all payments via wire transfer to Contractor's bank account: Erste Group Bank AG (SWIFT: GIBAATWGXXX), Am Belvedere 1, 1100 Vienna, Austria, Account no.: IBAN AT052010060014243800, or such other bank account as Contractor may indicate in writing to Employer. All bank charges for wire transfer occurs outside of Germany/Austria are on the account of Employer. Payments shall be made by the Employer without any deductions and free of any imposed taxes, levies or duties present or future of any nature. Import duties, registration costs, or any other taxes, if applicable, shall be borne by the Employer.</p>	
29	43 / 3.40	Advance Payment Guarantee	<p>3.40 Security Deposit towards Advance Payment for of Contract (i.e. NEW MHCs):</p> <p>3.40.1 The successful Tenderer shall furnish to the Employer, a security deposit in the form of a Bank Guarantee (B.G) from a</p>	Tender Condition Prevails.

		<p>Nationalised/Scheduled/International Bank, covered under section 2 (e) of the Reserve Bank of India Act 1974, having their branch in Mumbai for an amount equivalent to the advance payment of twenty-five (25 %) percent of the Contract Price. Such B.G shall be applicable for the first stage payment and provided to the Employer outside of the Letter of Credit.</p> <p>3.40.2 The B.G issued, towards security deposit of advance payment, shall be valid until delivery of the Equipment in accordance with Clause 3.12 (Volume-I), Completion Period of Work, of this tender document. The B.G submitted by the Contractor under this clause will be returned to the Contractor two (2) weeks after deliver of the Equipment in accordance with Clause 3.12, at latest.</p> <p>3.40.3 The draft wording of the Bank Guarantee shall be provided by the Contractor.</p> <p>3.40.4 Reserved</p> <p>3.41 Forfeiture of Security Deposit</p> <p>IPGL shall be entitled to encash the Bank Guarantee deposited by the Contractor with IPGL in the following event.</p> <p>a) In case of failure on the part of the Contractor due to non-delivery of the Equipment in accordance with Clause 3.12 (Volume-I), Completion Period of Work, of this tender document.</p>	
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30	42 / 3.39	Performance Guarantee	<p>3.39 Performance Guarantee Bond Towards Performance of Contract</p> <p>3.39.1 Within 30 days of the receipt of the notification of the award of Contract from the Employer, i.e. LOA and signature of the Contract, the successful Tenderer shall furnish to the Employer, a bond in the form of a Bank Guarantee (B.G), from a Nationalised / Scheduled Bank, having their branch in Mumbai, for an amount equivalent to ten percent (10%) of the Contract Price (as indicated in LOA) guaranteeing the performance of the Contract, provided by the Contractor to the Employer outside of the Letter of Credit. The validity of such bank guarantee issued, towards performance of the Contract, shall be up to the Hand-Over Date. The draft wording of the Bank Guarantee shall be provided by the Contractor.</p> <p>3.39.2 Failure of the successful Tenderer to submit the required Performance Guarantee shall constitute sufficient grounds for termination of the Contract & forfeiting the Earnest Money Deposit. The BG submitted towards performance shall be returned to the Contractor two (2) weeks after the Hand-Over Date but latest after receipt of performance BG towards defect liability period and upon making application thereof by the Contractor.</p>	<p>Clause 3.39.1, 3.39.2 & 3.39.3 hold good. However, the tenderer may submit PBG with validity period covering completion period of the contract (as per clause 3.12) and till expiry of Twenty Four (24) Months or 4000 Hrs. of Operation from the date of final acceptance of the cranes, whichever is earlier, towards satisfactory performance of each component, with a claim period Three (03) Months thereafter.</p>
31	42 / 3.39.3 to 3.39.6	Performance Bond during and after defect liability period	<p>3.39.3 Warranty Bond during Defect Liability period for new MHCs: After successful completion of the work, final Testing & Commissioning of the Equipment and before handing over of the MHCs supplied to IPGL under this contract, the Contractor shall submit a B.G, for an amount equivalent to five percent (5 %) of the Contract Price of the new</p>	<p>Clause 3.39.4 is amended to the extent below:</p> <p>BG for an Amount Equivalent to (3 %) of the contract price towards performance of steel structure (Validity of the Bond 36 Months from expiry of defect liability period). For painting and anti-corrosion application validity 12 Months</p>

			<p>Equipment during defect liability period provided to the Employer outside of the Letter of Credit. The validity of such bond issued shall be for a period of twenty-four (24) months from the Hand-Over date or four thousand (4000) operation hours, whichever occurs first.</p> <p>3.39.4 The draft wording of the Bank Guarantee shall be provided by the Contractor.</p>	from expiry of defect liability period.
32	46 & 47 / 3.47 & 3.57	Default of the Contractor / Employer	<p>Notwithstanding anything in the Tender to the contrary and in full substitution of any and all provisions of the Tender addressing or having a reference to termination, cancellation or other resolution of the Agreement or related issues, Employer and Contractor hereby agree that:</p> <p>Both Employer and Contractor shall have the right by giving written notice to terminate all or any part of the Contract exclusively for any or all of the following reasons:</p> <p>(i) in case of the other party committing a material breach of any of the Contract's provisions and not having remedied such breach within a reasonable period of time after having been requested to do so; and/or (ii) in case of the other party becoming insolvent, bankrupt or making a composition or arrangement with its creditors or any equivalent act or thing being be done or suffered under any applicable law.</p> <p>Any termination by either of the parties shall be</p>	Tender Condition Prevails.

			without prejudice to any rights and/or obligations of the parties that have accrued prior to the effectiveness of such termination and Employer shall pay Contractor for any and all Bidder Products accordingly delivered and/or Bidder Services accordingly rendered up to the effectiveness of such termination.	
33	44 / 3.43	Liquidated Damages	If the Contractor solely due to its gross negligence or wilful misconduct fails to deliver the Equipment ex work Bidder factory and thereby causing a material damage to the Employer, liquidated damages shall apply and calculated after a grace period of three (03) weeks, zero point five percent (0.5%) per whole week, up to a maximum of five percent (5%) of the value of delayed Equipment. No claim can be made by the Employer for consequential losses due to delay in delivery and hand-over.	Tender Condition holds good. No claim to be made by the Employer for consequential losses due to delay in delivery and hand-over, on application of Liquidated Damages.
34	47 / 3.48	IPGLs LIEN	Not applicable.	Tender Condition Holds Good. However, this clause shall be exercised with due diligence.
35	64 / ANN EX-III	Consequential Losses	Neither Contractor nor Employer shall be liable to each other for loss of production, loss of profit, loss of use or any other indirect or consequential damage or the payment of punitive damages, whether or not caused by negligence and irrespective of by whomsoever caused.	Please refer Clause 3.42.2 & 3.61 which hold good.
36	44 & 51 / 3.42 & 3.61	INDEMNITY & LIMITATION OF LIABILITY	3.42 INDEMNITY: 3.42.1 The aggregate amount of all damages (including liquidated damages, but excluding costs incurred for repair works of defects under warranty), losses, costs and expenses etc. recoverable from the Contractor either by its liability or under the indemnities given herein shall be restricted to and in no case may exceed five percent (5%) of the Contract	Liquidated Damages for delay in completion / handing over is limited to 5 % of total contract value. Whereas, the total liability, in aggregate, of the contractor shall not exceed 100 % of contract price. Clause 3.61 (ii) is self explanatory.

			<p>Price.</p> <p>3.42.2 Neither Contractor nor Employer shall be liable to each other for loss of production, loss of profit, loss of use or any other indirect or consequential damage or the payment of punitive damages, whether or not caused by negligence and irrespective of by whomsoever caused.</p> <p>3.46 COMPENSATION: Reserved</p>	
37	26 / 3.13	RATES AND AMOUNTS INCLUDE ALL CHARGES	<p>3.13 RATES AND AMOUNTS INCLUDE ALL CHARGES:</p> <p>The rates and amounts submitted by the Tenderer shall include all payments on account of taxes, levies, duties, royalties etc. as applicable and payable to the Government of Germany and all other incidental charges that the Tenderer may have to bear for the execution of the Works in Germany. The tenderers shall make their own arrangements to ascertain the applicable rates in respect of Duties from the concerned Govt. Authorities.</p> <p>3.9 CUSTOMS DUES, PORT DUES etc.</p> <p>3.9.1 The Contract Price is clear of any taxes, duties, service taxes or fees levied in India and/or Iran and shall not be subject to any sales or VAT tax or the like in Germany.</p> <p>3.9.2 It shall be the responsibility of the successful Contractor to comply with all the required formalities for custom clearance at Germany and pay the,</p>	Please refer Sr. No. 4 Above.

		<p>charges as applicable and take necessary clearance required from the customs department.</p> <p>The Employer is responsible for the completion of customs formalities immediately after arrival of the vessel at Shahid Beheshti Port, Chabahar, Iran without any waiting time. The Employer is responsible for the payment of customs fees, associated costs and VAT of parts, material and services to be imported to the Iran including any further applicable fees.</p> <p>For avoidance of doubt:</p> <p>(i) It is further clarified that CIF value includes all dues at port of origin and vessel related charges at the disport.</p> <p>(ii) Wharfage at disport will be reimbursed to the bidder against the documentary evidence.</p> <p>(iii) Taxes and duties for those items / equipments which are appearing in the Price Schedule, the custom duty in Iran is exempted, however if paid, shall be borne by the Employer.</p> <p>3.32.4 All Payments shall be made without any deductions and free of any imposed taxes, withholding taxes, levies or duties present or future of any nature. Import duties, VAT (if applicable), withholding or other taxes and registration costs to be to the account of the Employer.</p> <p>3.33 Reserved.</p>	
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38	49 / 3.51	ARBITRATION IN MUMBAI UNDER JURISDICTION OF HIGH COURT OF MUMBAI	<p>3.51 ARBITRATION: Both contracting parties undertake to comply with the obligations in the Contract in good faith.</p> <p>If any dispute or disagreement shall arise out of or in connection with the Contract, the Parties shall attempt to resolve the same by way of negotiation and achieve an amicable settlement thereof. The negotiations shall be held at a location to be agreed between the Parties. If it cannot be settled by the Parties by the above means the following shall apply:</p> <p>Disputes if any, between IPGL and the Contractor during the currency of the Contract or after the completion of the work or abandonment thereof shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules. Arbitration shall be held in London, England.</p> <p>Any reference in the tender documents (including Schedules and Annexures) shall be replaced by this:</p> <p>This Contract shall be governed by the material law of England and Wales.</p>	Arbitration shall be held in Singapore.
39	50 / 3.58	Warranty	To be replaced in full by Bidder Standard Warranty.	Tender Condition Prevails. However, Clause 3.36.2 stands amended to the extent that replaced or renewed component shall be under warranty till expiry of 24 Months or 4000 Hrs. of Operation from the date of final acceptance of the crane whichever is earlier.

40	49 / 3.53	FORCE MAJEAURE	<p>3.53 FORCE MAJEAURE:</p> <p>Neither Party shall be liable for any delay or non-performance, other than for non-payment of money, resulting from strike, lockout or other labour difficulty affecting the production, manufacture, transportation or the delivery of material or equipment or from any cause beyond the control of the Contractor including, without limitation, any Act of God or public enemy, plague or other epidemic, quarantine, earthquake, fire, flood or the elements, typhoon or hurricane, war or mobilisation for war, revolution, riot, insurrection, civil commotion, accident, any applicable governmental or judicial law, embargo and/or sanctions, regulation, order or decree, any shortage of transportation or any interruption of transportation, or any refusal or inability of carriers, upon request, to furnish such transportation, or any delay or shortages of or inability to obtain fuel, or any delay or failure by the Contractor's subcontractors or Contractors to deliver, or any other cause beyond the Contractor's control, whether or not similar to the foregoing contingencies.</p> <p>If performance is delayed, prevented, restricted, or interfered with by such event, the Party whose performance is affected (the "Affected Party") shall within a period of seven (7) days give written notice to the other Party of the event and shall be excused from performance to the extent of such event of Force Majeure; provided, however, that the Affected</p>	Tender Condition Prevails.
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			Party shall take reasonable steps to avoid or remove such causes of non-performance and shall continue performance whenever and to the extent such causes are removed. As soon as the event of Force Majeure has ceased the Affected Party shall notify the other Party thereof. Each Party shall bear its own costs in respect of Force Majeure.	
41	69 / ANN EX- IV	Form of Agreement	<p>The following documents shall be deemed to form and be read and construed as part of this Agreement, viz -</p> <ul style="list-style-type: none"> a) This deviation list b) The said tender c) The acceptance of tender d) The conditions of Contract e) The specification f) The Price, schedule and all other schedules g) The Contractor's specification and all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent. <p>In the event of any conflict, inconsistency, variation or ambiguity between any of the Contract's Documents, the documents shall prevail in the order set out above.</p>	<p>Agreed.</p> <p>The Order of the documents shall be chronological.</p>

(Tender No. IPGPL / MHC / 2017)

TECHNICAL CLARIFICATIONS 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, CHABAHR, ISLAMIC REPUBLIC OF IRAN.

MOBILE HARBOUR CRANES (MHCs)

MHC 140 Ton:

Sr. No.	Page / tender clause	Description of Clause	Bidders Query / Clarification	IPGL Comments
1.	130 - 131 / 5.0	Auxiliary System - Lighting system	Please clarify which kind of Iranian dimension is previewed for the lighting system.	The system should meet any applicable international standard.
2.	131 / 5.0	Auxiliary System - Tyres	The three different sizes of tyres are not applicable. The MHC will have only one type of size (tyres 16" x 25") as per our standard specifications.	Agreed. The manufacturer is bound to mention size, make and technical details of tyres for its crane (along with detail spec. of them including diameter, width, layers, etc.)
3.	134 / 14.0	Principal Duty	The MHC will have 140t lifting capacity at minimum radius of 20 meters and not at 22 meters	The parameters / values shall be indicative only. The capacity parameters for Hoisting, slewing, luffing and travelling as per the proven design model offered by the manufacturers are acceptable, as long as they are within the range of general industry norms for such capacity cranes. Documentary evidence of proven track record of performance is required to be submitted by the bidder.
4.	135 / 15.0	Power Pack	Our crane will be Diesel – Hydraulic and will provide Electric motor to operate as a dual power system. All crane moments will be hydraulic.	Diesel Electric or Diesel hydraulic system is acceptable. Crane shall have provision to operate on shore electric supply (20kv).
5.	135 /	Group	We note that the parameters / values indicated	The parameters / values shall be indicative only. The

			<p>at 50 m outreach</p> <p>CRANE CLASSIFICATION</p> <p>b) Heavy Lift 100 t under hook A3;</p> <p>HOIST</p> <p>b) Heavy Lift 100 t under hook M3;</p>	
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