

(Tender No. IPGPL / Forklifts / 2017)

CLARIFICATIONS PERSUANT TO PRE-BID MEETING HELD ON 16 JANUARY 2017 FOR FOUR LOTS i.e. YARD CRANES, REACH STACKERS & EMPTY CONTAINER HANDLERS AND TERMINAL TRACTOR TRAILERS AND FORKLIFTS.

FORKLIFTS

Sr. No.	Volume-I Clause No.	Page No.	Tenders Specification Requirements	Queries	Clarification From IPGPL
1	EMD	2	US Dollars 4,300/- (US dollars Four Thousand Three Hundred) or equivalent in Euros, Indian Rupees 2, 92,000/- (INR Two Lakhs Ninety Two Thousands Only) in favour of IPGPL in the form of Bank Guarantee, as per Annex-II of Tender Document (Vol-I), from any Nationalised or Scheduled Bank having its branch at Mumbai OR Demand Draft of above said amount in favour of IPGPL payable at Mumbai.		US Dollars 4,300/- (US dollars Four Thousand Three Hundred) or equivalent in Euros 4,000 (Euro Four thousand) or Indian Rupees 2, 92,000/- (INR Two Lakhs Ninety Two Thousands Only) in favour of IPGPL in the form of Bank Guarantee, as per Annex-II of Tender Document (Vol-I), from any Nationalised or Scheduled Bank having its branch at Mumbai OR Demand Draft of above said amount in favour of IPGPL payable at Mumbai.

2	2.11.1		Stamp Duty and Other Expenses	<p>Expenses like custom duty etc at Iran are not under our scope. We will provide CIF Port Only.</p>	<p>Tender Conditions prevail.</p> <p>It is clarified that all expenses towards registration of Agreement / Contract shall be on account of the selected bidder.</p> <p>Bidder should factor all expenses and duties related to their respective country of export in their price bid. The customs duty / related taxes (if any payable in Iran) only related to those items/ equipment appearing in the Price Schedule, shall be initially borne by the contractor and later reimbursed on actual by IPGPL, based on production of relevant proof.</p> <p>The Bidder shall quote their CIF prices inclusive of all taxes and duties related to their country of export. The Bidder shall exclude from his Price only the custom duty / related taxes (if any payable in Iran) for the items/ equipment appearing in the Price Schedule.</p> <p>These taxes / duties related to Iran shall be initially borne by the bidder and later reimbursed on actual by IPGPL, based on production of relevant proof.</p>
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3	3.32		Payment Terms	<p>We would be looking for one payment for all services</p> <ul style="list-style-type: none"> • Advance 20% of CIF along with LOA • 70% of CIF on shipping • Balance 10% of CIF against Commissioning and acceptance. 	Tender Condition Prevails.
4	3.43		Liquidated Damages	Can it be 0.5% per week and max 7.5% of the total contract price	Tender Condition Prevails.
5	Date of submission and opening & 2.2.1	2	Global Tender Notice	Due date for submission of Tender Document	On or before 28th February 2017 up to 1500 hrs at the office of the India Ports Global Pvt Ltd,,4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010 .
				Due date for opening of Tender Document	On 28th February 2017 at 1530 hrs. At Conference Hall, India Ports Global Pvt Ltd, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010.
6	2.1.1	4	Instruction to Tenderer - MEC	<p>Minimum Eligibility Criteria Financial Standing:</p> <p>1- The average annual financial turnover of the tenderer over the past three years shall be at least US Dollars 4,26,000/- (US Dollars Four Hundred Twenty Six Thousand only) or</p>	<p>Minimum Eligibility Criteria Financial Standing:</p> <p>1. The average annual financial turnover of the tenderer over the past three years shall be at least US Dollars 4,26,000/- (US Dollars Four Hundred Twenty Six</p>

				2- Indian Rupees 2, 90, 00,000/- (Rupees Two crores Ninety Lakhs only).	Thousand only) or 2. Indian Rupees 2,90,00,000/- (Rupees Two crores Ninety Lakhs only) or 3. Euros 4,00,000/- (Four hundred Thousand)
7	Annex-II	52	Bank Guarantee (BG) Format for EMD.	Tender No. IPGPL/MHC/2017	Replace MHC with Fork Lift
8	Clause 2.5.1	6	IPGPL's Right to Annul the Bidding process	2.5.1 shall be deleted and replaced by Notwithstanding anything contained in this tender document, IPGPL reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason. The Earnest Money Deposit shall be refunded to Tenderers within ten (10) days of notice of any such annulment by IPGPL.	Tender terms prevail. It clarified that in case the tender process is annulled by IPGPL under the provision of Clause 2.5.1, the EMDs (in the form of BG) of the Bidders shall be returned within 21 days from the date of notice of annulment.
9	Clause 2.5.3	6	IPGPL's Right to Annul the Bidding process	2.5.3 shall be deleted and replaced by IPGPL reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender. The Earnest Money Deposit shall be refunded to Tenderer within ten (10)	Tender conditions prevail.

				days of notice thereof by IPGPL.	
10	Clause 2.6	6	Tender Validity	<p>2.6 Tender validity shall be deleted and replaced by</p> <p>The tender shall remain valid for acceptance for a period of 180 days from the date fixed for opening of Technical Bid. IPGPL reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by E-mail. However, in the event of the Tenderer agreeing to the request, he shall not be permitted to modify his tender. In the event of the Tenderer agreeing to the extension, the Tenderer shall correspondingly extend the validity of the tender suitably along with valid extension of the Bank Guarantee furnished towards EMD against this Tender. In case tenderers do not agree to extend the validity of their offer beyond the validity period, EMD of such tenderers shall be refunded within ten (10) days of notice thereof by IPGPL.</p>	It is clarified that the EMD of the tenderers not agreeing to extend the validity of their offer beyond the validity period, the EMD (in the form of BG) of such tenderers shall be refunded within twenty (21) days of written communication from the Bidder.
11	Clause 2.11.1	8	Stamp Duty & other expenses	<p>Stamp Duty & Other Expenses shall be deleted and replaced by</p> <p>All costs, charges and expenses</p>	<p>Tender Condition Prevails</p> <p>It is clarified that all expenses towards registration of Agreement /</p>

				<p>including any duty in connection with the Contract as well as preparations and completions of agreement by Tenderer shall be borne and payable by the Tenderer. Tenderer shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes duties, to be paid to any statutory bodies in Germany shall be paid by the tenderer.</p>	<p>Contract shall be on account of the selected bidder.</p> <p>Bidder should factor all expenses and duties related their respective country of export in their price bid. The customs duty / related taxes (if any payable in Iran) only related to those items/ equipment appearing in the Price Schedule, shall be initially borne by the contractor and later reimbursed on actual by IPGPL, based on production of relevant proof.</p> <p>The Bidder shall quote their CIF prices inclusive of all taxes and duties related to their country of export. The Bidder shall exclude from his Price only the custom duty / related taxes (if any payable in Iran) for the items/ equipment appearing in the Price Schedule.</p> <p>These taxes/ duties related to Iran shall be initially borne by the bidder and later reimbursed on actual by IPGPL, based on production of relevant proof.</p>
12	Clause 2.12.4	9	Training	<p>Kindly let us know how many days will 2 officers stay at Contractors site?</p>	<p>It is clarified that Schedule 4A stands revised and the Training Requirement shall be amended as</p>

					revised scheduled enclosed. Clause 2.12.4 stands deleted
13	Clause 3.24	25	Inspection and Testing	<p>Kindly delete sub-contractor.</p> <p>Sub-contractor has to be agreed separately</p> <p>However kindly let us know for how many days engineer shall visit our factory?</p> <p>The whole clause shall be discussed after contract award</p>	<p>Tender Conditions Prevail.</p> <p>It is clarified that the days of the visit shall depend upon the schedule of inspection given by the bidder.</p> <p>Clause 3.24.2 stands deleted</p>
14	3.24	25	INSPECTION AND TESTING OF WORK AT CONTRACTOR'S AND SUB CONTRACTOR'S PREMISES	<p>Since RS & ECH are technical and manufacturing matured equipment, there is no need for third party for this. For the sake of employer to save cost, we suggest to delete it.</p>	<p>IPGPL will not appoint TPIA, however, before dispatch, the contractor, at his cost, is required to submit a certificate from Third Party Inspection Agency (should be a reputed international accredited agencies) to IPGPL certifying that the equipment is meeting the technical requirements of the tender.</p>
15	3.25	27	TESTING OF EQUIPMENT AT CONTRACTOR'S AND EMPLOYER'S SITE	<p>We suggest deleting it.</p>	<p>Testing of equipment at Employer's site is required after equipment assembly by the bidder/third party. In case it is a third party then it should be should be a reputed international accredited agencies</p>

16	3.25.1	27	The capacity test for hoist motion shall be with an overload of 10% in excess of the rated working load	This is required only in case of big cranes.	Tender condition prevails. Proof Load Testing to be performed to meet relevant international standards like FEM, ASME, ANSI or equivalent and certified by an accredited third party at the cost of the contractor.
17	SCHEDULE 10 A		SCHEDULE 10 A OPERATIONS AND MAINTENANCE MANUALS	We will provide the O&M as per our standard O&M.	Agreed However, coverage, depth of details and other conditions specified in Schedule-10A which are applicable and prevail, as far as relevant to the Equipment's O & M manual is concerned.
18	Volume II	2	Sr No. 1	Fork Lift Requirement	The requirement is as follows: 15 Tons Forklift - 2 (Two) Nos, 7 Tons Forklifts – 3 (Three) Nos. and 3 Tons Forklifts – 5 (Five) Nos.

(Tender No. IPGPL / Forklifts / 2017)

TECHNICAL CLARIFICATIONS PERSUANT TO PRE-BID MEETING HELD ON 16 JANUARY 2017 FOR FOUR LOTS i.e. YARD CRANES, REACH STACKERS & EMPTY CONTAINER HANDLERS, and TERMINAL TRACTOR TRAILERS AND FORKLIFTS.

FORKLIFTS

Sr. No.	Volume-II Clause No.	Page No.	Tenders Specification Requirements	Queries	Clarification From IPGPL
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No Technical Queries Received.

REVISED SCHEDULE 4A FOR FORK LIFT

TRAINING SCHEDULE

1. TRAINING OF OPERATORS AND MAINTENANCE PERSONNEL:

1.1 GENERAL:

The contractor can assign qualified mechanical and electrical / electronic specialists to instruct the employers Terminal operations personnel in the Eco-Driving / Operating and cost effective maintenance on all equipments installed under this contract. The training session by OEM for Hydraulics, Electrical & Electronic Components / Mechanisms will be performed at the site of the work. The contractor shall submit his fully structured and detailed proposed training programme under this contract.

1.2 TRAINING SESSIONS:

.1 The training sessions shall include operations, maintenance and servicing of all mechanical and electrical / electronic components of the Forklifts. The detailed training programme will be finalized by the Contractor in consultation with the employer well in advance. The training shall be in sufficient depth to enable IPGPL to use and maintain the Forklifts in a safe and proper manner. Contractor shall impart operational & maintenance training to employer's personnel as per the following;

Location	Details	Total Training Days
At employer's site after arrival of equipment in class room	Mechanical / Hydraulic System	5
	Electrical / Electronic Control Systems & Maintenance / Trouble Shooting / Repairs	5
	Forklifts Operations / Mechanical / Hydraulic System Electrical / Electronic Control Systems	5
On site in Forklifts at IPGPL	Mechanical / Hydraulic System	5
	Electrical / Electronic Control Systems & Maintenance / Trouble Shooting / Repairs	5
	Forklifts Operations: i) Economical Driving & Lifting Techniques. ii) Improving Knowledge of RPM v/s Torque. iii) Interpreting Information Provided on the Display. iv) How the Driver can affect Fuel Consumption & Emissions.	5

- .2 The session shall also include hand-on-trouble shooting where the contractor inserts known faults into the system to demonstrate the fault diagnostic capabilities of the fault diagnostic.
- .3 The contractor shall furnish detailed Training manual to employer 15 days before commencement of training.
- .4 The contractor shall provide a full time engineer on the contractor's permanent payroll, on site who shall oversee the Erection / commissioning works. He shall have authorization to make reasonable changes and modifications as required by the employer.
- .5 A commissioning engineer with knowledge of Electrical & Electronic Components / Mechanisms shall remain at site for the first two weeks of the performance test period of each equipment.