

(Tender No. IPGPL / Terminal Tractor Trailers / 2017)

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

TERMINAL TRACTOR TRAILERS

Sr. No.	Volume-I Clause No.	Page No.	Tenders Specification Requirements	Queries	Clarification From IPGPL
1	vi) Due Date of Submission of Tender Documents	1	On or before 15 th February 2017 up to 14:30 hrs.		Time Changed to 15:00 hrs on the same date i.e. on or before 28 th February 2017 and Opening of Technical Bid on same date at 15:30 hrs.
4	Clause 2.15.6	11	Copies of Certificates Indicating Supply of		Insert “32+10=42 Terminal Tractors and 34+10=44 terminal Trailers (34 Bomb Cart & 10 Flat Bed)” before Terminal Tractor Trailers.
6	Annex-V Format for BG	60	Fifth Line 3 Nos. of 100 Tons.....to Rough-Terrain (RT).		Remove.
7	Schedule 4 A 1.2.5 Training	73-74	A commissioning engineer with PLC knowledge.		Replace PLC with “Electrical / Electronic Control Systems / Trouble Shooting / Repair”.

	Sessions				
8	Schedule 10 A Operations and Maintenance s Manuals	81	Sr. No. 1.1, 1.2.1, 1.2.2 & 1.2.3.		Replace Word “Crane” with Terminal Tractor Trailers.
9	2.11.1	Page 8: Stamp Duty & Other Expenses	All expenses, charges incl. duty in connection with the contract + preparation & registration of agreement by IPGPL are on tenderer’s account	Limitation: Only legalization of documents will be on tenderer’s account	Tender conditions prevail. It is clarified that all expenses towards registration of Agreement / Contract shall be on account of the selected bidder. 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. 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. 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.
10	2.12	Page 9: Contract Work and Contract Price	Contract Price shall include all charges incl. handing over at site	Deviation: DDP price cannot be offered. Only CIF or DDU price can be offered	Tender conditions prevail. Duty is not applicable, however if any custom duty is to be is paid, same shall be paid by supplier and later to be reimbursed by IPGPL on submission of documentary evidence
11	2.15.5	Page 11: Technical Bid	Lists of orders executed during the last 7 years	Reference list with name of customers can be provided (without any dates and order value)	Tender conditions prevail. List of orders (without order value) executed during last 7 years should comply with MEC requirements as per clause 2.1.1.b.
12	2.15.6	Page 11: Technical Bid	Copies of certificates indicating supply of at least terminal tractor during last 7 years	Reference list with name of customers can be provided (without any dates and order value)	Tender conditions prevail. Copy(s) of Certificates (without order value), indicating supply (during last 7 years) should comply with MEC requirements as per clause

					2.1.1.c.
13	2.15.7	Page 12: Technical Bid	Copy of satisfactory performance certificate from the client	Reference list with name of customers can be provided (without any dates and order value)	Tender conditions prevail. List of orders (without order value) executed during last 7 years should comply with MEC requirements as per clause 2.1.1.d.
14	2.15.8	Page 12: Technical Bid	Copy of the order for supply of at least 10 numbers of Terminal Tractor Trailer	Reference list with name of customers can be provided (without any dates and order value)	Tender conditions prevail. List of orders (without order value) executed during last 2 years should comply with MEC requirements as per clause 2.1.1.e.
15	2.15.16	Page 12: Technical Bid	Details of current commitments and details of work completed in past	Reference list with name of customers can be provided (without any dates and order value)	Tender conditions prevail. List of current commitment (without order value) and details of work completed in past to be provided.
16	2.15.17	Page 12: Technical Bid	Experience in having executed similar works along with and other related details	Reference list with name of customers can be provided (without any dates and order value)	Tender conditions prevail. Reference list without order value shall be submitted
17	2.15.20	Page 12: Technical	Details of major bought out items and its	What exactly is needed under this point?	Major Bought out Items like engine, transmission, axle, hydraulic systems, dash-board, tyres etc. Their test certificate from Original

		Bid	Quality certification plan		Equipment Manufacturer (OEM) is required.
18	2.16	Page 13: Price Bid	Point 4: Custom duty / any other taxes payable	Deviation: DDP price cannot be offered. Only CIF or DDU price can be offered	Tender conditions prevail. Duty is not applicable, however if any custom duty is to be is paid, same shall be paid by supplier and later to be reimbursed by IPGPL on submission of documentary evidence
19	2.16.2	Page 14: Price Bid	The taxes / duties related to Iran shall be initially borne by the bidder and later reimbursed on actual by IPGPL	Deviation: DDP price cannot be offered. Only CIF or DDU price can be offered	Tender conditions prevail. Any tax / duty is to be is paid, same shall be paid by supplier and later to be reimbursed by IPGPL on submission of documentary evidence Tender conditions prevail.
20	3.9.1 3.9.2 3.9.3	Page 21: Customs Dues, Port Dues	Contractor shall pay all applicable duties. It is the responsibility of the contractor to comply with all the required formalities for custom clearance	Deviation: DDP price cannot be offered. Only CIF or DDU price can be offered	Tender conditions prevail. Any custom duty is to be is paid, same shall be paid by supplier and later to be reimbursed by IPGPL on submission of documentary evidence Tender conditions prevail.
21	3.9.4	Page 22: Road Tax, Registration	Tenderer shall pay for road tax, registration for a period of initial one year	Deviation: This point cannot be considered	Agree to delete.

		& Insurance			
22	3.13	Page 23: Rates and amounts include all charges	The rates and amounts shall include all payments on account of taxes, levies, duties, royalties as applicable to the government of India / Iran	Deviation: DDP price cannot be offered. Only CIF or DDU price can be offered	Tender conditions prevail. Any custom duty is to be is paid, same shall be paid by supplier and later to be reimbursed by IPGPL on submission of documentary evidence Tender conditions prevail.
23	3.32	Page 30 + 31 Terms of Payment	Irrevocable letter of credit Extension of L/C for what-so-ever reason shall be borne by the contractor 20 % against submission of a bank guarantee to 110% of advance amount 50% after receipt of equipment at site, certification by Engineer-in-Charge 20% against completion of commissioning 10% after issuance of final	Irrevocable <u>AND CONFIRMED</u> letter of credit is issued Specific reason needs to be on hand Deviation: 20 % against submission of a bank guarantee to <u>100%</u> of advance amount 70% after receipt of equipment at site, certification by Engineer-in-Charge 10% after issuance of final acceptance certificate	Tender conditions prevail.

			acceptance certificate		
24	3.32.2	Page 31: Payment towards spare parts / tools	50 % against delivery of parts 50 % on commencement of commercial operation of the equipment	Deviation: 50 %: against delivery of parts 50 %: 10 days after receipt of parts	Tender conditions prevail.
25	3.32.4	Page 32: Payment of Duties	The taxes / duties related to Iran shall be initially borne by the bidder and later reimbursed on actual by IPGPL	Deviation: DDP price cannot be offered. Only CIF or DDU price can be offered	Tender conditions prevail. Any custom duty is to be is paid, same shall be paid by supplier and later to be reimbursed by IPGPL on submission of documentary evidence Tender conditions prevail.
26	3.33	Page 32: Payment of taxes and levies	Tenderer shall pay all taxes, levy and duty which he may be liable to pay to government of India / Iran	Deviation: DDP price cannot be offered. Only CIF or DDU price can be offered	Tender conditions prevail. Any custom duty is to be is paid, same shall be paid by supplier and later to be reimbursed by IPGPL on submission of documentary evidence Tender conditions prevail.
27	3.36.1	Page 35: Guarantee period	Guarantee for a period of 24 months Steel structures and paintings & anti-corrosions for a period of 60 months and 36 months	Deviation: 24 months or 4.000 working hours, whichever occurs first Warranty as per German law § 434	Tender conditions prevail.

			respectively	BGB	
28	3.39.4	Page 36 + 37: Performance Guarantee Bond	Performance Bond after completion of defect liability period for an amount equivalent to 5 % of the contract price, towards performance of steel structures and painting	This Bond cannot be provided	Agree. Clause 3.39.4 stands deleted.
29	3.40	Page 37: Security deposit	Security deposit for an amount equivalent to 110 % of the advance amount	Deviation: Security deposit for an amount equivalent to <u>100 %</u> of the advance amount can be provided	Tender conditions prevail.
30	3.43	Page 38: Liquidated damages	Liquidated damages to 1 % per week, up to a maximum of 10 % of total contract price	Deviation: Liquidated damages to 1 % per week, up to a maximum of <u>5 %</u> of total contract price	Tender conditions prevail.
31	3.44	Page 39: Insurance of work	Insurance against all loss or damage from whatever cause arising, until Terminal Tractor Trailers are received at employer's site This insurance shall be from an Indian Insurance Company	We have our own insurance company which insures against force majeure	The insurance shall be from any insurance company recognized by a regulatory body of respective country. The risk coverage should be as per the tender.

32	3.51	Page 41: Arbitration	Disputes shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996 (amended in 2015)	The International Chamber of Commerce dispute resolution shall apply	Tender conditions prevail.
33	Section 5	Page 48: AMC	5.3 Quotation for AMC for the period of 3-10 years 5.7 agreement shall be in accordance with the laws of the government of India and Iran 5.10 Contractor is liable to pay all applicable taxes, duties, etc.	5.3 Is the AMC for the period of 3-10 years applicable to the terminal tractors trailers? Of course, we can submit a quotation for 2 years spares. 5.7 The International Chamber of Commerce dispute resolution shall apply 5.10 DDP price cannot be offered. Only CIF or DDU price can be offered	The tender conditions prevail. Tender conditions prevail. Tender conditions prevail.
34	Schedule 4 A	Page 73: Training Schedule	Total training days shall be 20 days	Deviation: 20 days is not required 5-10 working days are sufficient	Agree – 5 days training proposed. Revised schedule 4A is attached.
35	Complete Tender Document(R		RFP document soft copy is in .pdf format , can we please get it	To prepare and understand tender document MS word format is	Tender Condition Prevails

	FP)		in .doc format	convenient.	
36	ITT (Instructions To Tenderer) , 2.15.9		The bidder shall submit documentary evidence for having sea-front for assembly and roll-on facility , if required for effecting delivery.	Please explain meaning of- having sea-front for assembly and roll on facility.	Agree, sea front not required.
37	ITT (Instructions To Tenderer) , 2.15.18		Tentative drawings of various arrangements of the crane as per clause 3.26 (Volume-I) of this tender document.	Pls elaborate which part drawings? Terminal tractors or trailers do not have crane.	Applicable drawings for relevant equipment to be provided
38	Schedule 3 (Volume-I)- 3.6 , also referred in 2.15.11		Tenderer can indicate the minimum length of berth and period that will be required for Installation, Commissioning & Testing of the new Terminal Tractor Trailers at site, Chabahar Port.	Terminal tractors and trailers will arrive in complete assembled conditions, ready to use for commercial purpose. Please explain activities intended in installation, commissioning and testing.	Agreed
39	2.16.2		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.	As per CIF terms, Bidder will export equipment/s from his country and will arrange/ pay for formalities for export clearance and ocean freight plus insurance. Bidder will also provide needed documents for import formalities for the said equipment in Iran. Please clarify who will be importer	Tender conditions prevail. Bidder is responsible for clearing the consignment at Iran Port. Kindly refer clause 3.10.5 for details of importers/consignee

				and who will be responsible for clearing cargo at Iran port?	
40	3.7.2		All payments, or otherwise shall be deemed to be included by the Contractor in the Prices named in the tender and shall be paid by him to whom they may be payable.	This clause is referring payments against any disputes arises due to patent rights issues only. Please confirm.	Agreed
41	3.9.2 (also sought clarification in 2.16.2)		It shall be the responsibility of the successful Contractor to comply with all the required formalities for custom clearance at Islamic Republic of Iran and pay the duty, as applicable and take necessary clearance required from the customs department.	We will provided all documents for importing of goods in CIF terms, please clarify who will be importer and who will be responsible for clearing cargo at Iran port?	Bidder is responsible for clearing consignment at Iran Port. Kindly refer clause 3.10.5 for details of importers/consignee
42	3.9.3		If available, Office space including electricity and water, as indicated by the tenderer shall be provided on chargeable basis.	As per clause 5.9.b: Water and electricity power will be provided by IPGPL FREE OF COST. However, all the arrangement for tapping the source of electricity and	Tender Condition Prevails. Clause 5.9 b deals with AMC work while clause 3.9.3 is about the supply contract

				<p>water at convenient point shall be made by the contractor.</p> <p>Kindly confirm.</p>	
43	3.9.4		ROAD TAX, REGISTRATION & INSURANCE:	Is it responsibility of tenderer or IPGPL? Tenderer shall render his services for this activity and the cost shall be included in cost of equipment, and responsibility lies with IPGPL.	Agree to delete.
44	3.10.7		The Bills of Lading should be made to order and bank endorsed. One of the original bills of lading should be sent directly to IPGPL for receiving the materials.	BL shall be sent through bank to claim payment through LC.	Non Negotiable copy of BL to be submitted to IPGPL for information only. Original shall be sent via Bank
45	3.13		All expenses towards registration of Agreement / Contract shall be on account of selected bidder. 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	This expression indicates that import formalities are not bidder's responsibility. Please confirm.	Bidder is responsible for clearing consignment at Iran Port.

			Price only the custom duty / related taxes (if any payable in Iran) for the items/ equipments appearing in the Price Schedule.		
46	3.13		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.	Please clarify if bidder need to pay any special duties / taxes to Iran Govt for this project / for supply of equipment in Iran?	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.
47	3.22.5		All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor. (page no 26)	Please elaborate / list out intended registrations and statutory inspections done by bidder, accordingly we shall include it in budget / cost.	This is a general clause and is not applicable to supply of terminal tractor as equipment.
48	3.24.1		The Engineer In-charge or his Representative shall have at all reasonable time access to the Contractor's and sub-contractors premises/work site and shall have the power at all reasonable time to inspect, examine and test the materials & workmanship of the work during its Manufacture.	Kindly confirm if it is applicable to terminal tractors and trailers supply contract, if yes: 1) Do we need to arrange IPGPL employees visit during production of terminal tractors? 2) Do we need to arrange IPGPL	Not Applicable for terminal tractors and trailers

			<p>The employer shall depute two engineers for inspection & testing at contractor's works and sub contractor's premises for which the necessary co-ordination & arrangements shall be made by the contractor at his cost. The contractor shall give at-least 30 (thirty) days' advance notice to the Engineer-In-Charge for each pre-shipment inspection.</p>	<p>employees visit during production of trailers?</p> <p>3) for how many days?</p> <p>4) Visa shall be applied by IPGPL at their cost, we can provide visa invitation letters.</p> <p>5) Please specify if these visits shall be arranged to inspect any specific work, accordingly it can be planned well in advance.</p>	
50	3.24.4 and 3.24.5		<p>In all cases where the Contract provides for tests whether at the premises of the Contractor or any sub-Contractor or elsewhere, the Contractor except where otherwise specified shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded, to carry out sufficiently such tests of the work in accordance with the Contract and shall at all time facilitate the Engineer In-charge and his assistant to accomplish</p>	<p>Kindly confirm if it is applicable for terminal tractors and trailers? If yes, please give details of aforementioned tests, to make arrangements accordingly in timely manner.</p>	<p>Relevant test certificates as per industry standard to be submitted.</p>

			such Testing.		
51	3.25.1		The tests shall include operational and capacity tests. The capacity test for hoist motion shall be with an overload of 10% in excess of the rated working load. The date for operational and capacity test shall be set by the Contractor and shall be informed to Engineer-In charge in advance. The Contractor shall be responsible for any adjustments or corrections found necessary during the test.	Terminal tractors do have hoist application. Kindly request to remove / amend this clause.	Not Applicable for terminal tractors and trailers
52	3.25.2		The Contractor shall arrange to test the equipment for load test by a Competent Agency notified by competent authority at Employer's site and submit the certificate to this effect to the Engineer-In charge. The test	Pls. explain test intended in this clause, accordingly we shall make arrangements for it if needed. Also words like competent Agency and competent Authority add further ambiguity to the statement, please provide details to achieve complete	Relevant test certificates as per industry standard to be submitted.

			load in containers required shall be arranged by the contractor at his cost and risk. The contractor shall produce the certificates issued by the competent authority for these test load / containers being used for load test at site.	requirement if applicable to terminal tractors and trailers.	
53	3.26.1		General arrangement of the crane offered with principal details and leading dimensions etc.	Crane is not part of terminal tractors or trailers, kindly remove/ amend this clause.	Applicable drawings for relevant equipment to be provided with reference to Terminal Tractors
54	3.26.3		Schematic arrangement of hoist & boom hoist wire ropes, Electric room and Machinery house arrangement etc.	Crane is not part of terminal tractors or trailers, kindly remove/ amend this clause.	Not Applicable for terminal tractors
55	3.26.6		Diagram showing stage wise activities of the project.	Terminal tractors will be supplied in preassembled condition. Please confirm if block diagrams representing stages in supply of goods are intended here?	Not Applicable for terminal tractors

56	3.27.2		The tests on completion shall be made on each item when final adjustments and tests are completed at the Contractor's premises in the presence of Engineer In charge or his authorised representative if desired necessary, in accordance with the Contract and also when erection/Installation is completed at IPGPL site in accordance with the Contract.	Not related with terminal tractor, kindly delete/ amend this clause if applicable to terminal tractors and trailers.	Not Applicable for terminal tractors
57	3.27.3		If any portion of work fails under the tests to fulfil the Contract conditions, tests of the faulty portion shall, if required by the Engineer In-charge or by the Contractor, be repeated within reasonable time upon the same terms and conditions.	Not related with terminal tractor, kindly delete/ amend this clause if applicable to terminal tractors and trailers.	Not Applicable for terminal tractors
58	3.27.4		As per FEM, full load test has to be done at manufacturer's site in the presence of TPIA. The full	Not related with terminal tractor, kindly delete this clause.	Not Applicable for terminal tractors

			<p>load test shall also be carried out at the IPGPL site. The test shall be carried out by the Contractor at the time fixed by the Engineer In-Charge for the commencement of commercial operations and if in opinion of the Engineer In-charge the tests are being unduly delayed, the Engineer In-charge may, in writing, call upon the Contractor under three days notice to make such tests. The Engineer In-charge may proceed to make such tests himself, at the Contractor's risk and expense. If the equipment is transported in fully erected/assembled condition, without dismantling, after the load test according to FEM standard is done at the manufacturer's work, then 2nd load test will not be required at IPGPL site.</p>		
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59	3.27.5		If the Contractor neglects to make the 'Performance test' (Acceptance Test) within the time stipulated by the Contractor, the Employer shall nevertheless have the right of using the Terminal Tractor Trailers at the Contractor's risk until the 'Performance test' is successfully carried out.	Please state the parameters to be checked in performance test, if applicable for terminal tractors and trailers. Accordingly bidder can prepare.	Performance Test as applicable (in accordance with Industry Standards) for terminal tractors shall be submitted
60	3.32		The payment to the contractor for acquisition of the equipment under the contract shall be effected by IPGPL through irrevocable letter of credit (L/C), against stage-wise payments.	Irrevocable LC at sight (Usance LC not recommended)	Tender Condition Prevails
61	3.32.b		Second stage: 50 % of CIF Price mentioned in LOA after receipt of the Equipment at site in good condition and on verification & certification by Engineer-In-Charge against production of invoice and satisfactory evidence of receipt of equipment at IPGPL site in good condition certified by	2 nd stage payment shall be released with confirmation of only one competent authority, within stipulated time of 14days after goods arrival at Iran port against production of invoice. This is to avoid unnecessary/ accidental delays in any communications among several authorizing agency.	2 nd Instalment will be released on confirmation of Marine Insurance company and approved by Engineer in charge

			<p>Marine Insurance Company and Other Insurance Company which covers all risk along with declaration of the contractor to this effect.</p>	<p>If applicable, please explain- Who will apply for the certifications of receipt? From which authority?</p>	
62	3.32.2		<p>Payments towards Spare Parts / Tools as listed out at Schedule – 10 (Volume I), if applicable, shall be made in two stages as mentioned below;</p> <p>---50 % of CIF Price mentioned in the LOA against delivery of Spare parts and Special Tools as per the list attached at Schedule – 10 (Volume I) at Employers Main Stores duly certified by the Engineer –In -Charge for receipt of the same.</p> <p>---50 % of CIF Price mentioned in the LOA on commencement of commercial operation of the equipment.</p>	<p>Spare parts is different commodity than of terminal tractor, and its ready to use by consumer at receipt. In regular practice consumer have to place order for spare parts with advance payments, in this special case kindly arrange payment at receipt of the same at Iran Port.</p>	Tender Condition Prevails

63	3.32.3		<p>Payment for rendering Warranty Support:</p> <p>Charges for rendering Warranty Support as mentioned in the LOA shall be paid after satisfactory completion of Warranty period as per clause 3.58 of the tender and issuance of certificate by the Engineer-In-Charge.</p>	<p>All services and costs are covered by bidder for 2 years and performance bond is submitted in form of Bank Guarantee. Hence Warranty support payment shall not be paid later /held back and released at the start of the service.</p>	<p>Tender Condition Prevails</p>
64	3.32.4		<p>Payment of duties- It may be noted that Custom Duty at Chabahar is exempted for IPGPL on import of ONLY those items / equipment appearing in the Price Schedule of this tender document</p>	<p>This clause indicates import duties are exempted for IPGPL only, kindly confirm if IPGPL will be importer of the said cargo? All formalities and payments in this concern will be borne by IPGPL?</p>	<p>IPGPL will be the importer .Duty is not applicable, however if any custom duty is to be paid, same shall be paid by supplier and later to be reimbursed by IPGPL on submission of documentary evidence</p>
65	3.34		<p>NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:</p> <p>Any claim for interest will not be entertained by the IPGPL with respect to any payment or balance which may be in their hands owing to any disputes</p>	<p>No interest shall be on account of delayed payments unless its due to defaults of contractor, otherwise the due amount would be deemed as interest bearing pending payment at an interest rate of base Prime lending rate of SBI+2% p.a. to be compounded quarterly. (As in situation of initial advance by company mentioned in</p>	<p>Tender condition prevails</p>

			between themselves and the Contractor or with respect to any delay on part of the IPGPL in making payment.	similar clause-3.32.a)	
66	3.35.4		Issue of final acceptance certificate.	1) What is punch list items? Mentioned twice in this clause. We can not understand complete meaning clearly of this clause. 2) Time mentioned for issuing Final acceptance Certificate is too long. i.e. 28 days. Kindly keep 3-7 days.	1) Punch Items are critical items associated with tractor trailers. 2) Time mentioned for issuing Final acceptance Certificate – 14 days are acceptable
67	3.36.1		Performance guarantee period of painting and anti-corrosions application- 60 month and 36 month respectively from date of final acceptance.	Unlike cranes, in terminal tractors and trailers, these Paintings and anti-corrosions application will be applied during manufacturing and performance guarantee period shall be counted from manufacturing date please.	Performance Guarantee shall be applicable from the day Marine Insurance company approves it.
68	3.37.3		Mentioned clause cannot be understood clearly ,	What is meaning of punch items?	Punch Items are critical items associated with tractor trailers.
69	3.39.3		Performance Bond during Defect Liability period for new Terminal Tractor Trailers: After successful completion of the	This clause has mentioned testing and commissioning of cranes which seems irrelevant. 2) Annex V mentioned here seems to be for crane only.	Annexure V is revised and attached.

			work, final Testing & Commissioning of the crane.....		
70	3.39.4		Performance Bond aftercompletion Defect Liability period for new Terminal Tractor Trailers:	Annex V mentioned here seems to be for crane only, 2) Performance guarantee beyond defect liability period, can be given only for steel structures. Please confirm.	Annexure V is revised and attached.
71	3.44.1		Insurance of work – till delivery of goods	Is it mandatory? 2) costs involved in it shall be quoted separately or in cost of equipment? 3) shall we mention this cost in service? Or in tax?	Cost of Equipment deemed to include cost of insurance till delivery
72	3.44.2		Insurance of work – during installation at employer’s site.	There will be no installations as such for the terminal tractors or trailers. This clause may be removed. If in case it is applicable-- Is it mandatory? 2) costs involved in it shall be quoted separately or in cost of equipment? 3) Shall we mention this cost in service? Or in tax?	Not relevant to terminal tractors
73	3.45.1		Insurance against 3 rd party liability - Before commencing the execution of work, the Contractor shall insure in the	Terms mentioned in this clause seems to be related with crane erections and commissioning, hence requested to amend terms or to remove the clause, as	Suitable third party insurance shall be in place during testing / training post-delivery at employer site

			<p>joint names of the IPGPL and the Contractor, covering Third Party Liability (TPL) against any damage or loss or injury which may occur to the equipment being installed or to any property or to any person (including property and employees of the Employer) by or arising out of the execution of the Works or temporary Works in carrying out of the Contract. The value of TPL policy shall be Minimum of USD 35,000 (USD Thirty five thousand only) against occurrence of each incidence. The Contractor shall revalidate the insurance coverage after each incidence and keep the insurance coverage till certification of completion.</p>	<p>applicable.</p>	
74	3.47.d		<p>Fails to give the IPGPL proper facilities for inspection of the Works of any part thereof for three days after receiving notice in writing by the IPGPL</p>	<p>Kindly keep reasonable time line, request to keep same time line as for IPGPL authorities to issue necessary certifications or provide clearance, as on when needed. (Clause 3.35.4 please</p>	<p>The clause 3.47 d: No of days revised to 7 from 3 days. (Page 40)</p>

			demanding the same or	refer last sentence)	
75	3.47.h		Upon his assigning this Contract or	Bidder cannot understand context or meaning. Is it related with terminal tractors? Please explain.	Contract cannot be assigned to any other entity
76	3.47.i		Upon an execution being levied upon the Contractor's good or	Bidder cannot understand context or meaning. Is it related with terminal tractors? Please explain	This refers to an execution order being served on the contractor by any statutory authority.
77	3.48		IPGPL shall have a lien on over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the IPGPL to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever between the	It is IPGPL's legal responsibility to make all payments in due and timely manner and not with hold any payments, unless contractor defaulted in a way to affect quality, deliveries, time schedule or other as specified in clause 3.47	Tender Condition Prevails. IPGPL will have lien in case Contractor defaults.

			IPGPL and the Contractor.		
78	3.57.a		Default of the employer-- Failing to pay Contractor the amount due under Contract as per stipulated condition or	What are the provisions to protect contractors interest in case of defaults by the employer as mentioned in this case?	Kindly refer clauses 3.49, 3.50 and 3.51.
79	3.57.b		Interfering with or obstructing the written approval in this Contract, the Contractor shall be entitled without prejudice to any other rights or remedies to terminate his employment under the Contract by giving 90 (Ninety) days prior notice in writing to Employer.	Please refer clause 3.52, kindly keep same time line for employer or contractor. (60 days)	Tender Condition Prevails
80	5.12		Penalty-- Any shortfall below 90% availability for each crane per quarter, a penalty of USD 150 per hour will be levied. Downtime of each crane shall be counted from the time crane is reported to be in-operational due	Performance specifications mentioned here are for crane, please provide relevant specifications.	To be read as : - any short fall below 90% availability for each Tractor Trailer per quarter

			to any defect/fault in any system or component till it is handed over for cargo-handling operations.		
81	5.13.d		All other condition of the Contract shall be as per GCC to be read with SCC	Please explain meaning of GCC and SCC.	GCC - General Contractual Condition SCC - Special Contractual Condition
82	5.17		Taking over on completion of AMC (Line no 7)	Please check wordings of this clause, operation of the crane is mentioned. Bidder requests to amend it to suit correct requirement for Terminal tractors and trailers.	To be read for Tractor Trailers instead of Cranes
83	Annex V		(line no4)..... Contract for for Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of 3 Nos. of 100 Ton capacity All-Terrain (AT) and 3 Nos. of 60 Ton capacity Rough-Terrain (RT) Terminal Tractor Trailers at ShahidBeheshti Port, Chabahar, Islamic Republic Of Iran,.....	Typo error shall be corrected and please provide correct format of complete ANNEX V.	Tender condition prevails. Annexure V is revised and attached.

84	Annex VII		<ol style="list-style-type: none"> 1. 1.d- mentioned crane part names 2. 2.d- expansion of short forms needed 3. 5.e- crane parts 	Kindly provide correct format	Not Applicable for tractor trailers
85	Schedule 10 A		<ol style="list-style-type: none"> 1. 1.2.1 2. 1.2.2 3. 1.2.3 	Related with Crane, kindly provide correct document.	Your standard O&M manual is acceptable
86	Schedule 11- Part A and Schedule 11- Part B		2. B. "As built " drawings	Please explain relevance of As built drawings for terminal tractors and trailers.	Applicable drawings for relevant equipment to be provided.
87	Schedule 14		Non discloser Agreement	Can we share data requested by future customers about this deal as requested by employer in Schedule 16 and 17 (similar format) Please confirm.	The details like quantity and type can be shared without the order values
88	Schedule 16 and Schedule 17		Order value- Transaction value of other customer's order in past.	Since past order value is financial data records with each customers and prices offered to individual customers are based on / part of market strategy, hence contractor request to mention 'order quantity' instead of 'order value'.	Order value may not be furnished in schedule 16 & 17. Instead quantity can be shared on its behalf.
89		Page 9 2.12.3	...cost of the Warranty support service during 2 years guarantee/warranty period along with comprehensive mandatory AMC for first (2) two	Since the maintenance is based on no of working hours , we need to know how many hours are to be considered for 2 years	Tender condition prevails

			years (Including Spare-parts)..		
90		Page no 22 3.10.7	The Bills of Lading should be made to order and bank endorsed. One of the original bills of lading should be sent directly to IPGPL for receiving the materials	The original BL will be sent to you through our Bank as per the LC terms. A copy of the BL can be sent to you	Non Negotiable copy of BL to be submitted to IPGPL for information only. Original need to be sent via Bank
91	EMD	Page 2	US Dollars 22,800/- (US dollars Twenty Two Thousand Eight Hundred) or equivalent in Euros, Indian Rupees 15, 50,000/- (INR Fifteen Lakhs Fifty 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 22,800/- (US dollars Twenty Two Thousand Eight Hundred) or equivalent in Euros 21,000 (Euro twenty one thousand) or Indian Rupees 15, 50,000/- (INR Fifteen Lakhs Fifty 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.

92	2.11.1		Stamp Duty and Other Expenses	Expenses like custom duty etc at Iran are not under our scope. We will provide CIF Port Only.	<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</p>
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					shall be initially borne by the bidder and later reimbursed on actual by IPGPL, based on production of relevant proof.
93	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.
94	3.43		Liquidated Damages	Can it be 0.5% per week and max 7.5% of the total contract price	Tender Condition Prevails.
95	Date of submission and opening	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.
96	2.1.1	4	Instruction to Tenderer - MEC	Minimum Eligibility Criteria Financial Standing:	Minimum Eligibility Criteria Financial Standing:

				<p>1- The average annual financial turnover of the tenderer over the past three years shall be at least US Dollars 22,80,000/- (US Dollars Two million and Two hundred Eighty thousand only) or</p> <p>2- Indian Rupees 15,50,00,000 (Rupees Fifteen Crores Fifty Lakhs only) or</p>	<p>1. The average annual financial turnover of the tenderer over the past three years shall be at least US Dollars 22,80,000/- (US Dollars Two million and Two hundred Eighty thousand only) or</p> <p>2. Indian Rupees 15,50,00,000 (Rupees Fifteen Crores Fifty Lakhs only) or</p> <p>3. Euros 21,00,000 (Two million and One hundred Thousand)</p>
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(Tender No. IPGPL / Terminal Tractor Trailers / 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, TERMINAL TRACTOR TRAILERS AND FORKLIFTS.

TERMINAL TRACTOR TRAILERS

Sr. No.	Volume-II Clause No.	Page No.	Tenders Specification Requirements	Queries	Clarification From IPGPL
1	Clause 17	4	Trailers	<p>With regards to trailers, could you kindly clarify the below.</p> <p>10 Nos. of 45T Flatbed Trailers What is the operating speed. Any special tyres/Brand/ Size and Preference for 2 axles or 3 axles model.</p> <p>Same Questions For :-</p> <p>5 Nos. of 45Ft Terminal trailers.</p> <p>27 Nos. of 40Ft Terminal Trailers.</p> <p>2 Nos. Low bead trailers for Carrying Spreaders.</p>	<p>Generally during Terminal operation the speed is 20 -25 KM/Hr.</p> <p>Normal speed may be 35-40 KM/hr</p> <p>10 x 20 or 11 x 20 Solid tyres International reputed brands such as Dunlop, Goodyear, Bridgeston, Michelin, SIMEX, etc. are acceptable.</p> <p>2 or 3 axles is acceptable however Please consider permissible uniform distributed load of the berth which is 5 t/m2.</p>

2	Volume-II 1.0		The following specifications are determined for 32+10 Terminal Tractor units	What“32+10” Terminal Tractor units means? Different types of Terminal Tractor? But the specs. Requirement in the document is same.	All 42 no’s Terminal Tractors will have a hauling capacity of 54 tons
3	Volume-II 4.0		The engine of the tractor (prime mover) must be from reputed and well known international brands from original manufacturer’s country (indicative brands such as VOLVO / Cummins / Parker or equivalent)	The engine of SINOTRUK product is originally produced by SINOTRUK company in China, which is mutual tech. and tested by market, and it is equivalent to German MAN products. Is it acceptable?	Not acceptable.
4	Volume-II 14		The crane hydraulic system must be designed based on the regional weather conditions and easy accessibility and maintenance capability.	There is no crane device on Terminal Tractor product, so what “Crane” means for?	Please read the word “Crane” as “Terminal Tractor”.
5	Volume-II 15		All important signals and displays of the crane including engine functions (oil pressure & temperature, engine RPM, water temperature) and relevant displays of hydraulic system (including hydraulic oil temperature & pressure) and other necessary indicators must be installed in the unit.	There is no crane device on Terminal Tractor product, so what “Crane” means for?	Please read the word “Crane” as “Terminal Tractor”.

6	Volume-II 16		Equipment Package	Does it mean the tool box with basic tools along with the tractor?	It is clarified that the tool box with basic tools as per the standard market practice shall need to be supplied with each tractor/ trailer.
7	Volume-II 17-5		Five trailers shall be able to carry 45 feet container.	Does it mean that total 34 units bom cart trailers demand is specified as 27+5+2, in three types? Could you give more specs. requirements on low bed trailer?	Yes all 34 nos will be bom cart type. Breakup as follows: 27 nos. trailers shall be capable of transporting 1 x 40 feet container or 2 x of 20 feet containers. 5 nos. trailers shall be capable of transporting 1 x of 45 feet container. 2 nos. trailers shall be low bed trailers suitable for shifting of crane spreaders and over height containers.
8	Volume-II 11		All joysticks must be equipped with dead man protection system.	What is dead man protection system? Is it mandatory?	It is a switch/ device for stopping the machine in case the human operator becomes

				Volvo TAD552VE	
11	7.0	Page 3: Suspension	Rear: Two nos. parabolic leaf springs	Deviation: Rear axle rigidly fixed on the chassis or optional air suspended	No air suspended system is required.
12	8.0		10.00 X 20, 16 PR or 11.00 X 20-16 PR	Deviation: 12 R 22.5 MAFI standard wheels and tires (necessary for handling container chassis with approx. 65 tons payload)	The size is acceptable. The tractor tire size should be compatible with the trailer tire size
13	11.0		One spare tyre with ring (wheel) for each trailer	Please inform which spare tyre is needed (for tractor or trailer)	One spare tyre (rubber) assembly with rim for each tractor and one spare tyre (solid) assembly for each trailer shall be supplied.
14			1.0The following specifications are determined for 32+10 Terminal Tractor units and 34+10 Trailers (Flat-bed & Bomb Cart Skeletal) to be used in Shahid Beheshti ports at Chabahar for which their relevant environmental conditions have been stated in specifications.	TT quantity: 32+10; Trailer: Not from China, pls get it locally.	Bidder has option to quote for Terminal tractors and / or Terminal trailers.

15			<p>IPGPL intends to procure 10 Nos. Tractor-flatbed trailer units with carrying capacity of minimum 45 tons and above (Inclusive of Tare Weight of Trailer) for handling break bulk cargo/ project /general cargo in the Chabahar Port Multipurpose terminal and 32 Nos. Terminal Tractors and 34 Nos. Bomb Cart Skeletal Trailers for Container handling with hauling capacity of minimum 54 Ton and above (Inclusive of Tare Weight of Trailer) at Container Terminal of ShahidBeheshti ports at Chabahar.</p>	<p>If goods 54 tons, trailer 10 tons, TL 6 tons, totally GCW 70 tons, we will not offer the capacity above GCW 70 tons.</p>	<p>All 42 nos Terminal Tractor should have hauling capacity of 54 tons or above.</p>
16			<p>The design and manufacture of units should comply with the well-known standards such as ISO, FEM, IEEE, ASME, IEC, JIS, EN, ECC, AWS, SIS, and DIN. Etc.</p> <p>2.0 Environmental conditions</p> <ul style="list-style-type: none"> - Permissible wind speed when the units are working: 72 km/h. 	<p>Max speed is recommended as 40 km/h.</p>	<p>Maximum average wind speed in Chabahar is 15 m/sec.</p>

17			<p>3.0 Main Conditions</p> <p>- The lifetime of parts of all main equipment and mechanisms must be at least 25000 running hours.</p>	Lifetime cannot be promised.	Delete this item.
18			<p>4.0 Engine</p> <p>The engine of the tractor (prime mover) must be from reputed and well known international brands from original manufacturer's country (indicative brands such as VOLVO / Cummins / Parker or equivalent) with easy maintenance requirements and in compliance with the relevant port's operational conditions.</p> <p>Six cylinder four stroke direct injection diesel engine with turbo charging having a minimum power rating of 190 HP. The engine shall be fuel efficient and shall meet Euro IV emission norms.</p>	Dongfeng Cummins engine QSB6.7-C220 made in China, 220hp, but emission is EU stage 3A.	Not acceptable.
19			<p>5.0 Cabin</p>	Wiper is standard but without wash tank, there is no upper window on the	Wash tank is required to spray fresh water for cleaning of the Window glass Upper window

			- Cab windows should have wipers for cleaning and also FW spray especially the upper window, to provide the best possible view.	cabin.	can be considered as option.
20			6.0 Transmission Torque Converter with Automatic shift transmission (Torque Flow Transmission).	Allison 3500 transmission, made in USA.	Acceptable.
21			7.0 Suspension 7.1 Front: Two Nos. robust heavy duty parabolic leaf springs in rubber mountings with 2 telescopic shock absorbers. Rear: Two Nos. parabolic leaf springs.	Shock absorber is not available on TL165, no suspension on the rear axle	Manufacture's standard proven design is acceptable.
22			8.0 Tyres 10.00 X 20, 16 PR or 11.00 X 20-16 PR.	If GCW 70 tons, then Michelin XTT is recommended.	International reputed brands such as Dunlop, Goodyear, Bridgeston , Michelin, etc. are acceptable even if made in China.
23			9.0 Steering Power steering system with double acting cylinders. Emergency steering system is to be	The steering gear box contains a manual steering mechanism, with hydraulic power assist.	Acceptable.

			incorporated.		
24			<p>11.0 Auxiliary Systems The Terminal Tractor-Trailers must be equipped with the following systems:</p> <ul style="list-style-type: none"> - Separate centralized lubrication system for main parts that need lubrication. - Appropriate warning lights (rotary or flashing strobes), motion alarms (horn, acoustic alarms), Luminous, emergency shutdowns and other necessary warning lights and alarms must be installed. - Adequate floodlights for illuminating the working area, operator's cab. - The lighting system should be of anti-vibration mount type to prevent failure in the lights due to vibrations and in accordance with existing standards of Iran. 	<p>No centralized lubrication / strobe light, reverse alarm and engine shutdown/Pls check the existing standards of Iran / spare rim is optional / no fire extinguisher/ No Tools will provide / fuel tank drain valve to be checked / no dead man protection.</p>	<p>Manual lubrication is acceptable.</p> <p>Strobe light, reverse alarm and engine shutdown/ the specified spare, fire extinguisher, Tools and fuel tank drain valve to be provide according to the tender documents.</p> <p>No dead man projection is required.</p>

			<ul style="list-style-type: none"> - All stairs, bolts and nuts should be resistant against corrosion caused by humidity and stairs should be safe enough. - One spare tyre with ring (wheel) for each trailer should be supplied as spare. - Fire extinguishers should be installed in all necessary locations. - All of special & standard tools for maintenance must be supplied. - Fuel tank should be equipped with drain valve and fuel indicator separately. - Fueling must be done easily and the fuel tank must be installed in the lowest position. - All joysticks must be equipped with dead man protection system. 		
25			14.0 Hydraulic System	It is not possible to design.	The system should be designed so that the average temperature of the Hydraulic

			<ul style="list-style-type: none"> - The hydraulic system must be designed in a way that can avoid temperature increase more than permissible level. 		oil should remain less than 60°C as measured in hydraulic oil tank.
26			<p>15.0 Signals & Displays</p> <ul style="list-style-type: none"> - All important signals and displays of the crane including engine functions (oil pressure & temperature, engine RPM, water temperature) and relevant displays of hydraulic system (including hydraulic oil temperature & pressure) and other necessary indicators must be installed in the unit. 	No display for hydraulic system.	Agree.
27			The electronic components should be equipped with a suitable system for tolerating E.Cs. (Such as temperature, humidity, dust).	- Kalmar Standard.	Acceptable.
28			<p>16.0 Equipment Package</p> <p>The Supplier is required to provide a complete package of Equipment for the supply of Prime. Mover (Terminal Truck Tractor) and it's Flat Bed Trailer/Bomb Cart</p>	Only Terminal tractor will be provided.	Bidder has option to quote for Terminal tractors and / or Terminal trailers.

			Skeletal Trailers of specified payload capacity not less than required respective application for transporting break-bulk/general/project cargo and ISO Containers in the Multipurpose Terminal and Container Terminals at Chabahar Port, Iran.		
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Revised MEC for Terminal Tractor Trailers

2.1.1 Minimum Eligibility Criteria (MEC)

a. Experience:

For Terminal Tractors: The tenderer should be in the business of Supplying and Commissioning of Terminal Tractors at least for the last **seven (07)** years.

For Terminal Trailers: The tenderer should be in the business of Supplying and Commissioning of Terminal Trailers, at least for the last **seven (07)** years.

b. Capacity and Capability:

1. For Terminal Tractors:

The tenderer should have supplied at least 32+10= (42) of Terminal Tractors during the last seven (07) years.

2. For Terminal Trailers:

The tenderer should have supplied at least 34+10= (44) Terminal Trailers (34 Bomb Cart Skeletal Type and 10 Flatbed Type) during the last seven (07) years.

c. Satisfactory Performance:

For Terminal Tractors: At least 10 Nos. Terminal Tractors supplied in the last **seven (07)** years must have completed warranty period satisfactorily.

For Terminal Trailers: At least 20 Nos. Terminal Trailers supplied in the last **seven (07)** years must have completed warranty period satisfactorily.

d. Recent Business Activities:

The tenderer should have supplied or is in the process of manufacturing at least ten Terminal Tractors and / or twenty Terminal Trailers during the last **two (02)** years.

The minimum Eligibility Criteria and Price Schedule of all the tenderers participating in this tender shall be evaluated separately for Terminal Tractors and Terminal Trailers. It may be noted that the Price Schedule for both shall be separately evaluated and the Selected Bidder for the same shall be separately announced. To clarify, the parties for both the equipment may be separate. Corresponding changes shall be made in the tender contract while signing of the same.

- **Schedule 11. i.e. Format of PRICE SCHEDULE- Part I (Total of A & B) (Tender No. IPGPL/YARD CRANES/2017 at Page No. 84 of Volume-I of the Tender Document Stands Deleted.**

REVISED SCHEDULE 4 A

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 Terminal Tractor Trailers. 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 Terminal Tractor Trailers 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
	Terminal Tractor Trailers Operations / Mechanical / Hydraulic System Electrical / Electronic Control Systems	5
On site in Terminal Tractor Trailers at IPGPL	Mechanical / Hydraulic System	5
	Electrical / Electronic Control Systems & Maintenance / Trouble Shooting / Repairs	5
	Terminal Tractor Trailers 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.

- **Annex-V at Page No. 60 of Volume-I of Tender Document is Replaced with following Page:-**

ANNEX -V

FORMAT OF BANK GUARANTEE to be used FOR (i) PERFORMANCE of the Contract (ii) Performance of equipment during defect liability period and (iii) after completion of defect liability period for the contract.

In consideration of the India Ports Global Private Limited incorporated under Companies Act, 2013 (hereinafter called “The Employer” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Directors of India Ports Global Private Limited, its successors and assigns) has awarded the Contract for for Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of **Terminal Tractor Trailers** at Shahid Beheshti Port, Chabahar, Islamic Republic Of Iran, vide Managing Director, IPGPL’s letter No. -----, dated ----- (hereinafter called ‘the said Contract’) to ----- (Name of the Contractor) (hereinafter called the ‘Contractor’). Under the terms and conditions of the Contract, made between the Contractors and the Employer, the Contractor is bound to submit a performance Guarantee of US Dollars ----- (In words US Dollars ----- only) / Rs. ----- (in words Indian Rupees) to Employer, we the ----- (Name of the Bank and address) (hereinafter referred to as ‘the Bank’ at the request of the Contractors do hereby undertake to pay to the Employer an amount not exceeding USD ----- (US Dollars ----- only) / Rs. ----- (in words Indian Rupees) against any loss or damage caused to or suffered or which would be caused to or suffered by the Employer by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.

1. We -----Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Employer by reason of the Contractor’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding USD ----- (US Dollars ----- only) / Rs. ----- (in words Indian Rupees)

2. We, ----- (Name of the Bank) undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

3. We, ----- further agree with the Employer that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Managing Director of the said Employer certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before the -----, we shall be discharged

from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date.....!