

Tender for “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of 4 No.s of 100 Ton and 2 NO.s of 140 Ton capacity Mobile Harbour Cranes at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran”:

Second Round of Clarifications pursuant to Pre-bid meeting held on 1st December 2016 and First Round of reply to queries provided on December 08, 2016

1. The reply provided under Sr. No. 11, Clause no. 2.17.3 page 16 Opening of Price Bid- shall be revised as indicated below:

The tender shall be awarded based on the total landed cost for the equipments and accordingly the Clause 2.17.3 (c) shall stand amended as below:

*“The Comparison and Evaluation of Price Bid for the award of contract will be based on **the lowest of the total Landed cost of the Equipment quoted by the Tenderers covering CIF Price of the equipment for Design, Manufacture, Supply, including, transportation, transit/Marine insurance, Assembly, testing, commissioning and other cost involved for making the equipment/items available at site till it is handed over at site, including insurance as per tender, price quoted for imparting necessary operational & maintenance training to IPGPL personnel as per conditions of the Contract, cost of O & M Manuals and Training Manuals as per conditions of the Contract, service during 2 years guarantee period, comprehensive AMC for the first two years (mandatory) and excluding cost of spare parts/tools as listed in schedule 10 of volume I of MHC Tender.**”*

2. Reply to additional queries

Sr. no.	Clause No	Tenders Specification Requirements	Queries	Clarification From IPGPL
1	1.4.5 of Volume II - Seismic	Seismic Design Data (minimum values) : Horizontal acceleration (50 year) : 0.34g Vertical (50% x horizontal) : 0.17g	Please provide S_{DS} & S_{D1} based on ASCE 7-10 or seismic design response spectrum. Based on ASCE 7-10, we understand vertical seismic factor is under 0.05g ($0.2*0.7*SDS$).	Vibration period of quay: -X direction : 0.33 s -Y direction: 0.45 s

3. Replacement of Clauses

“Clause 3.12 Completion Period of Work” and “Clause 3.43 Liquidated Damages” of Volume I of the Tender shall stand replaced with the revised Clauses provided in the following pages.

Revised Clause

3.12 COMPLETION PERIOD OF WORK (MHCs):

Under this tender IPGPL intends to invite price offer for acquiring 4 Nos. of 100 Ton capacity and 2 Nos. of 140 Ton capacity MHCs. The period of completion for total Works, under this Contract shall be as given below:

Name of the work: Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of 4 nos of 100 Ton and 2 nos of 140 Ton capacity Mobile Harbour Cranes at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran with a Total completion period of **10 (Ten)** months from issue of Letter of Acceptance (LOA) or **9 (Nine)** months from the date of opening of Letter of Credit (LC), whichever is earlier.

The bidder shall be required to follow either of the following schedules, clearly indicating the option 1 or option 2 in the technical bid and once opted in the technical bid, cannot be changed later.

Option 1:

Supply of All 6 cranes: within a period of **10 (ten)** months from the date of issue of the Letter of Acceptance (LOA) or **9 (Nine)** months from the date of opening of Letter of Credit (LC), whichever is earlier.

Option 2:

Supply of 2 nos. of 100 Tons MHCs: within a period of **10 (ten)** months from the date of issue of the LOA or **9 (Nine)** months from the date of opening of Letter of Credit (LC), whichever is earlier.

Supply of balance 4 nos. (2 X 100 Tons and 2 X 140 Tons) of MHC: within a period of **12 (twelve)** months from the date of issue of the LOA or **11 (Eleven)** months from the date of opening of Letter of Credit (LC), whichever is earlier.

Liquidated Damages as per the Clause shall be applicable in both the options.

Revised Clause

3.43 LIQUIDATED DAMAGES:

- a) The Contractor has to Design, Manufacture, Supply, Install, Test, Commission and hand over the new equipment within the completion period as stipulated in **clause 3.12 (Volume-I of Tender Document)** .
- b) In the event of failure on the part of the Contractor to commission the new equipment for any reason whatsoever within the period stipulated in clause 3.12, an amount of per week shall be levied for delayed period as Liquidated Damages as stipulated below for the work of Design, Manufacture, Supply, Install, Test, Commission and hand over the new MHCs at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran.
- c) Except as provided in the Cl. no. 3.53 of GCC (Force Majeure), if contractor fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1 % per week or part thereof, of the delivered price of the delayed Goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of the percentage of 10% of Total Contract Price, However in case of part delivery or staggered delivery under Option 2 of Clause 3.12, LD of 1 % per week or part thereof, shall be calculated based on the delivered price of balance/ un fulfilled portions of the contractual obligations i.e. not delivered to the Employer (IPGPL). This does not absolve the contractor from his obligation of completion of whole of the work in an expeditious manner. Contract price shall be inclusive of CIF price plus all taxes and duties payable for computing Liquidated Damages. Further, in case of staggered delivery under Option 2 of Clause 3.12, the payment of LD in the first part of delivery shall not entitle the Contractor to extend the delivery schedule for the second part and the timeline for the second part shall remain unchanged.
- d) Once the maximum LD is reached, the Employer may terminate the Contract pursuant to Clause no. 3.52.of the GCC. The maximum amount of liquidated damages shall be 10% of total Contract Price. Even in case of the part taking over, maximum ceiling limit remain in reference to the total contract price.
- e) The necessary Liquidated Damages shall be recovered by the Employer from any stage payment due to the Contractor.