Annex-I : AMENDMENTS

Request for Pre-Qualification of suppliers for design, manufacture, supply, installation, testing, commissioning and guaranteeing the performance of cargo / container handling equipment for Shahid Beheshti Port at Chabahar, Islamic Republic of Iran

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<tr><td>2</td><td>-</td><td>5</td><td>GLOSSARY
Applicant(s) As defined in Clause
Associate As defined in Clause 5.1.3
Bidders As defined in Clause 1.8
Bid Stage As defined in Clause 4.3
Contract Agreement As defined in Clause 10.2.2-
Estimated Project Cost As defined in Clause 1.7-</td><td>GLOSSARY
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Bidders As defined in Clause 1.3
Bid Stage As defined in Clause 4.1
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			Financial Capacity As defined in Clause 5.4.2- **Qualification Stage** As defined in Clause 4.1	
3	1.2	8	**Equipment for Multi-Purpose Berth** Sr No.3 - Crane 100 T (Rough Terrain Mobile Harbour Crane) Sr No.4 - Crane 60 T (Rough Terrain Mobile Harbour Crane)	**Equipment for Multi-Purpose Berth** Sr No.3 - Crane 100 T **(All Terrain Diesel Driven, Hydraulic, Tyre Mounted, Telescopic Crane)** Sr No.4 - Crane 60 T (Rough Terrain **Diesel Driven, Hydraulic, Tyre Mounted, Telescopic Crane)**
4	5.1	9	**Eligible Applicant** Any Original Equipment Manufacturer fulfilling the eligibility criteria set forth below may apply.	**5.1 Eligible Applicant** 5.1.1 Any Original Equipment Manufacturer fulfilling the eligibility criteria set forth below may apply. 5.1.2. The term 'Applicant' used in this document would apply to any Original Equipment Manufacturer. **5.1.3 Conflict of Interest** 5.1.3.1 IPGPL requires that selected bidder at all times holds the employer's interests paramount, strictly avoids conflicts with other assignment(s)/job(s) or his own corporate interests and act without any consideration for future work. 5.1.3.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:- (a) **Conflicting Activities:** A bidder or any of its affiliates who have been engaged by the employer to provide goods, works or assignment/job other than assignment/job for a project shall be disqualified from providing assignment/job related to those goods,

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				works or assignments/jobs. Conversely, a bidder or any of its affiliates who have been hired to provide assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than assignment/job resulting from or directly related to the bidder's assignment/job for such preparation or implementation. For the purpose of this paragraph, assignment/ job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc. (b) **Conflicting assignment/ job:** A bidder (including its personal) or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the bidder to be executed for the same or for another Employer, for example a bidder hired for an infrastructure project shall not be engaged to prepare an independent assignment/ job for the same project and a bidder assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets. (c) **Conflicting Relationship:** A bidder (including its personal) that has a business or family relationship with a member of the Employer's /IPGPL staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the

				assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract. 5.1.3.3 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the bidder during bidding process or termination of its Contract during execution of assignments/contract. 5.1.3.4 No agency or current employees of the Employer /IPGPL shall work as Contractor under their own ministries, departments or agencies.
5	5.2	9	The Applicant shall have valid documents as listed in various clauses of this document including those given at Clause 5.8.1 and submit the same in the manner provided under Clause 6 of this Application Seeking Document.	The Applicant shall have valid documents as listed in various clauses of this document and submit the same in the manner provided under Clause 6 of this Application Seeking Document.
6	5.4.4	10	New Clause	The applicant shall submit a Power of Attorney as per format given at

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				Annex-III authorizing the signatory of the applicant to submit the application.
7	5.9.1	12	Applicants requiring any clarification on the RFQ may notify IPGPL in writing or by fax and e-mail in accordance with Clause 4.11. They should send in their pre-application queries before the date specified in the schedule of RFQ Process contained in Clause 4.12. IPGPL shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be hosted in the IPA, JNPT and KPT websites for information of intending Applicants without identifying the source of queries	Applicants requiring any clarification on the RFQ may notify IPGPL in writing or by fax and e-mail in accordance with Clause 4.6. They should send in their pre-application queries before the date specified in the schedule of RFQ Process **given at Page-4.**. IPGPL shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be hosted in the IPA, JNPT and KPT websites for information of intending Applicants without identifying the source of queries
8	5.10.2	12	Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ	Any Addendum thus issued will be uploaded on the website and also sent to the participants of pre-bid meeting.
9	4.6	9	Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 6.3.5 below.	Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail (indiaportsglobal@gmail.com) to the officer designated in **Clause 6.3.4** below
10	3	19	This statement is made for the express purpose of qualifying as a Bidder for the setting up, operation and maintenance of the aforesaid Project	This statement is made for the express purpose of qualifying as a Bidder for pre-qualification for “design, manufacture, supply, installation, testing, commissioning and guaranteeing the performance” of cargo / container terminal equipment”

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11	7.1 (b)	20	I / We do not have any conflict of interest in accordance with Clauses 5.1.3 and 5.2 of the RFQ document; and	I / We do not have any conflict of interest in accordance with Clause 5.1.3 of the RFQ document; and
12	7.1 (c)	20	I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 11.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with IPGPL or any other public sector enterprise or any government, Central or State; and	I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 10.3** of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with IPGPL or any other public sector enterprise or any government, Central or State; and
13	7.1 (d)	20	I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 11 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.	I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Section 10** of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
14	8	20	I / We understand that you may cancel the RFQ Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 5.9.1 of the RFQ document.	I / We understand that you may cancel the RFQ Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with **Clause 5.7** of the RFQ document.
15	15	20	The Statement of Legal Capacity as per format provided at Annex-V in Appendix-II of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Annexures VI and VII of Appendix II respectively of the RFQ, are also enclosed.	The power of attorney for signing of application as per format provided at Annexure III of the RFQ, is also enclosed.
16	Annex-II	22	Annex-II Details of Applicant	Please refer revised format for Annex-II Details of Applicants
17	**2.0**	**24**	**Financial Capability (Weightage – 15%)** The bidder should answer only one out of five factors (preferably the balance sheet information) and submit the corresponding documents.	**Financial Capability (Weightage – 15%)** The bidder should submit the corresponding documents i.e. P/L Account, Balance Sheet & Cash Flow statement for last 5 years.
18	**Annex-**	**23**	**Refer clause 5.5.5**	**Deleted**

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	III			
19	Annex-IV (Column Header)	26-28	Scores Achieved (To be filled in By Tender)	Scores Achieved (To be filled in By **IPGPL**)
20	Sr No 3	26	Evaluation of bidder's performance by previous employers for similar or bigger accomplished projects in the last seven year	Evaluation of bidder's performance by previous employers for similar or bigger accomplished projects in the last **five** year
21	4	26	Non-delayed projects of the bidder within past seven years Bidder shall mention his non-delayed projects within past seven years	Non-delayed projects of the bidder within past five years Bidder shall mention his non-delayed projects within past **five** years
22	Quality Assessment	26-28	Quality Assessment Form	New Asssessment Form Scoring
23	Form 1	29	Note: Main particular & special features and commissioning & completion dates of the equipment built within the last seven years should be attached	Note: Main particular & special features and commissioning & completion dates of the equipment built within the last **five** years should be attached
24	Form 2	30	Note: Main particular & special features and commissioning & completion dates of the equipment built within the last seven years should be attached	Note: Main particular & special features and commissioning & completion dates of the equipment built within the last **five** years should be attached

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