

INDIA PORTS GLOBAL PVT.LTD.(IPGPL),MUMBAI,INDIA.

Tender No. IPGPL/MHC/2016

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”:

Clarifications/amendments to the pre-bid queries of the meeting held on 1st December 2016.

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1.	2.1.1	3	2.1.1 Minimum Eligibility Criteria (MEC) a. Financial Standing:	For a Chinese company, bidder will provide the original audited report scan copy with properly translation. Is this acceptable?	Translation in English duly certified by a Chartered Accountant shall be considered for evaluation.
2.	2.2	3	2.2 LAST DATE FOR SUBMISSION OF TENDER	Actually just merely 30 days allowed for preparation this tender is very tight, for better preparation of this tender for an extension of 2 weeks, i.e., up to 14:30 hrs. On 4 th ,Jan,2017	The due date for submission of bid stand extended to 16 th January, 2017 upto 1500 hours. The Technical bids shall be opened on the same day at 1530 hours in the presence of authorized representatives of the bidders. The venue shall remain unchanged.
3.	3.32	34	Terms of payment:	We propose a terms of payment as below: (a) first age: Initial advance up 20% of CIF Price of equipment mentioned in the LOA against submission of a Bank Guarantee equivalent to 110% of the advance amount and this initial advance will not carry interest.(b) Second stage : 30% of CIF Price of equipment mentioned in the	Tender terms prevail. However, please note the following change: a. For the second, third and fourth stage payments under clause 3.32, pro-rata payment shall be considered in case the contractor opts for staggered delivery schedule. b. The Clause 3.32 (b) Second stage

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				<p>LOA against submission of bill lading.(c)Third stage: 20% 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 receipt of equipment at IPGPL site in good condition certified by Marine Insurance Company and Indian Insurance Company which covers all risk along with deceleration of the contractor to this effect.</p> <p>(d) Fourth stage: 20% of CIF Price mentioned in LOA against Completion of commissioning of equipment and compliance of operation to endurance test activities and on verification and certification by Engineer-In-Charge against commissioning of equipment and handing over of the cranes for commercial operations.</p> <p>(e) Fourth stage : 10% of CIF Price mentioned in LOA after issuance of final acceptance certificate by the Engineer-In-charge for the Equipment.</p>	<p>Payment in the tender shall be read in conjunction with the following:</p> <p>“In case the contractor desires to have intermediate payments, payment up to 40% of CIF price of the equipment shall be payable subject to submission of BG equivalent to 110% of intermediate payment and shall carry an interest rate of base Prime Lending Rate of SBI (prevailing on the date of release of said payment) + 2% p.a. The period of interest shall be reckoned from the date of release intermediate payment till receipt of equipment at site in good condition. In case of making intermediate payment, then balance amount from the payment due in the second stage will be released upon receipt of equipment at IPGPL site. “</p>
4.	3.32.2	35	Payments towards Spare Part / Tools as listed out at Schedule-10 (volume I)	A 50 % of CIF Price mentioned in the LOA against delivery of Final Spare parts and Special Tools as per the list attached at Schedule-10 (volume I) when shipping. B 50 % of CIF Price	Spare Parts/Tools as listed in schedule-10 are optional and not to be considered for evacuation. However, the bidder has to confirm that prices quoted for spares and tools will remain valid for 2 years from date

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				mentioned in the LOA at Employers Main Stores duly certified by the Engineer-In-Charge for receipt of the same.	of Final Acceptance.
5.	2.10.2	8	<p>STAMP DUTY & OTHER EXPENSES: All costs, charges and expenses including any duty in connection with the Contract as well as preparations and completions of agreement by IPGPL or its attorneys 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 shall be paid by the tenderer.</p>	Usually in business, all the applicable taxies like custom duties should be in scope of employer's work. Hence, we suggest delete it and also all the related taxies is employer's job.	<p>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 their respective country of export in their price bid. The customs duty / related taxes (if any payable in Iran) only related to those items/ equipments 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>
6.	2.11.5	9	The charges towards to and for transportation from India / Iran to contractor's works, accommodation, including local transport during the training stay for these officers at contractor's works, shall be arranged by the contractor and Cost towards the said training at contractor's works is deemed to be included in CIF/Ex-works Price of the equipments.	We suggest the transportation fee from India/ Iran for training or inspection purpose should be borne by employer himself. Local transportation and accommodation will be borne by contracture.	Tender terms prevail

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7.	2.15.20	12	Details of bought of out items and its quality certification plan.	The QAP of the each and every bought out item suppliers cannot be provided in this stage. So kindly accept only the QAP of tenderer.	The bidder must provide QAP for all items except for those which are bought out item from various suppliers. Same may be provided at an appropriate stage.
8.	2.15	13	<p>PRICE BID:</p> <p>2.16.1 The “Price Bid” as per the price Schedule of vol.-I of the tender documents shall contain following;</p> <p>The expenses on the training and inspection at contractor’s works for the officers deputed shall include to and fro travelling expenses from IPGPL to contractor’s works and vice-a-versa, lodging & boarding, local transportation at Contractor’s works.</p>	We suggest the transportation fee from India/ Iran for training or inspection purpose will be borne by employer himself. Local transportation and contractor.	Tender terms prevail
9.	2.16.3	14	The Price Schedule shall contain all applicable taxes payable, CIF Price of the equipment and spare parts/Tools as per relevant Schedule of (vol-I) Price for Testing and Commissioning of the equipment, the cost for imparting training to IPGPL personnel at work site i.e. Cahaba Port, <i>Islamic Republic of Iran, the cost for imparting training to two IPGPL officers at contractor’s works on PLCs, Drivers/CMMS (including</i>	We suggest Price Schedule shall exclude all the related tax.	<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/ equipments 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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			<i>cost for Transportation & Accommodation & lodging of two officials of IPGPL during the period of testing of manufactured equipment at contractor's site/work.</i>		
10.	2.17.3	16	OPENING OF PRICE BID	Due to the price including third party inspection fee, the third party inspection agency should be appointed by the contractor with just informing employer.	Reputed international Third Party Inspection Agency will be appointed by IPGPL at their own cost. Accordingly, clause 2.18.3 stands amended.
11.	2.17.3	16	OPENING OF PRICE BID	On which parameter will the tender be awarded?	<p>The tender shall be awarded based on the total landed cost for the equipments and accordingly the Clause 2.18.3 shall stand amended as below:</p> <p><i>“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</i></p>

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					<p><i>conditions of the Contract, service during 2 years guarantee period, AMC for the first two years and excluding cost of spare parts/tools.”</i></p> <p>Further, the Schedule 11 is amended and the revised schedules are attached with this reply to queries.</p>
12.	2.17.3	17	d) ...within eight days thereafter, successful tenderer shall submit performance guarantee as per clause 3.40.1 (Vol-I) of the tender document and Annexure V....	We suggest 15 days for submission of performance bank guarantee thereafter.....	Agreed. The Bidder shall be required to submit the performance bank guarantee within 15 days.
13.	3.9	23	3.9 CUSTOMS DUES, PORT DUES etc 3.9.1 The Contractor shall pay all applicable duties in respect of materials required for the permanent or Temporary Works Imported/Exported to From Iran.....	We suggest all the applicable tax shall be born by employer and that “Port Dues, Wharf age, harbour dues, port rates, tolls, pilotage, berth hire charges as per Port & Maritime of Iran, Tariff regulations” should be exempted.	Tender terms prevail.
14.	3.9.2	23	3.9 CUSTOMS DUES, PORT DUES etc 3.9.2 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	We suggest that customer clearance should be employer’s job.	Tender terms prevail.

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			customs department		
15.	3.9.3	23	If available, Office space including electricity and water, as indicated by the tenderer shall be provided on chargeable basis.	As the employer, who should also give necessary assistance an this project to help successfully executed. Hence, we suggest that, If available, Office space including electricity and water, as indicated by the tenderer shall be provided on chargeable basis.	Tender terms prevail.
16.	3.24.8 (a)	30	3.24.8 a) IPGPL shall appoint an internationally reputed Third party Inspection Agency (TPIA) like Lloyds, ABS, Bureau Veritas, IRS or any other reputed agency at his own cost for carrying out stage wise inspection...	This clause is in contradiction to the clause 2.18.3, which means the quotation price includes TPIA fee, but here means TPIA appointed by IPGPL and its charges paid by IPGPL also. Please clarify this.	Reputed international Third Party Inspection Agency will be appointed by IPGPL at its own cost. Accordingly, clause 2.18.3 stands amended.
17.	3.24.9	31	A copy of tender document along with amendments & clarifications must be issued to the Third Party Inspection agency to understand the contract.	We understand that this will be done by employer.	Yes. The same shall be done by IPGPL.
18.	3.43	43	LIQUIDATED DAMAGES:	We suggest that the maximum of liquid damage shall be 10% of CIF price unhande—over RMQC only.	Further to the 3.43.1 (c), the maximum amount of liquidated damages shall be limited to 10% of CIF price. The clause 3.43.1 (c) stands amended to that extent.
19.	Section 5		Section 5 COMPREHENSIVE ANNUAL MAINTAINACE CONTRACT (INCLUDING THE COST OF	Please clarify whether this is mandatory for manufacturer to quote or not. As a product manufacturer, we almost don't participate such business. Hence, we suggest to delete it.	It is mandatory for the bidder to quote the amount for AMC as stipulated in the tender. Please refer to revised Schedule 11 and Section 5 attached with this document.

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			SPARES) FOR PERIOD OF THREE YEARS AFTER SATISFACTORY COMPLETION OF GAURANTEE PERIOD OF TWO YEARS.		
20.	2.4	5	Earnest Money Deposit--The E.M.D. shall be submitted in the form of Bank Guarantee (BG) as per enclosed format at Annex-II (Vol. I of the Tender Document) drawn in favour of India Ports Global Pvt Ltd, Mumbai, from any Nationalised/Scheduled Bank (Nationalised/Scheduled Bank shall mean a bank defined under section 2 (e) of the Reserve Bank of India Act 1974) having its branch at Mumbai.	Please confirm if the Bank Guarantee issued by Industrial and Commercial Bank of China Shanghai Branch (ICBC) who do have a branch office in Mumbai is acceptable?	Any Nationalised/Scheduled Bank covered under section 2 (e) of the Reserve Bank of India Act 1974 having its branch at Mumbai shall be accepted.
21.	2.15.16	12	Details of current commitments and details of work completed in past, period etc as per Schedule 9 (Volume-I) & 10 (Volume-I) of this tender document.	Schedule 9 (Volume-I) & 10 (Volume-I) seems not related to this clause	Clause 2.15.16 stands amended as below: Details of current commitments and details of work completed in past period shall be provided. The documentary evidence should include copies of work-order placed by clients with details of scope, date of issue of work order, schedule completion period and quantity of equipments. Further, for the completed works, the bidder shall also

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					provide completion certificate
22.	2.15.25	13	Undertaking to ensure Integrity: The tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person /authority connected with the bid process so as to influence the bid process and have not committed any offence in connection with the bid. The bidder shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.	Are there any format requested? Schedule 12 INTEGRITY PACT seems related to this clause, please specify	Schedule-12 Integrity pact is to be duly complied with. Separate undertaking is not necessary.
23.	2.15.26	13	Confidentiality and Non-Disclosure agreement: Except with the written consent of IPGPL, the successful tenderer and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Project execution or the services rendered, this contract or IPGPL's Business Operations nor shall the vendor/Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of the	Are there any format requested? Schedule 14 is missing in the original tender document.	Format of Schedule-14 (Vol-I) is attached with this document. The bidders are required to submit the same along with their bid.

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			services. However, in case of requirement of sharing of critical business/technical information with third party, a Non-disclosure agreement shall be signed between authorised official of the successful tenderer and IPGPL as per the Schedule 14 of the tender document.		
24.	Note	13	Note: Technical offer with counter condition shall be liable for rejection and disqualification.	Please specify the meaning of "with counter condition"	Conditional technical offer shall not be acceptable.
25.	2.18.2 b)	16	b) The Technical Bids of the tenderers who fulfil the Minimum Eligibility Criteria at Clause 2.1.1 shall be thereafter scrutinised for responsiveness. For this purpose, a tender shall be treated as substantially responsive which meets with the all requirements of the tender documents and is without any deviations.	Please specify if the Technical Deviations of Technical Spec. and Commercial deviations of the General Condition of Contract is acceptable for this Tender? We notice the Schedule 9 Statement of Deviations is listed in the tender document.	IPGPL does not envisage any deviation in the tender terms. However, any deviations considered by the Bidder while submitting the Bid may be brought to the notice in the form of Schedule 9.
26.	2.17.3 a)	16	a) Tenders, which are found to be in conformity with IPGPL's Tender requirement and are considered substantially responsive, shall be considered for opening of Price Bid.	Please specify the definition of "substantially responsive"	Substantially responsive would mean the bidder meeting the tender requirements with acceptable deviations.

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27.	2.18.3 e)	17	e) The Tenderer who's offers are found not in conformity with the conditions of the tender, will not be considered for opening of price bids and their un-opened price bids will be returned after award of work to the successful tenderer.	Please specify the definition of "not in conformity" Please confirm if the commercial deviation of General Condition of Contract is acceptable?	“not in conformity” shall mean the Minimum Eligibility Criteria should be met in totality, the bid should be substantially responsive and the deviations if any should be acceptable to IPGPL.
28.	3.9	23		1. Taxes and duties: we would propose that we will be liable for all the taxes and duties outside India/Iran. The Employer is responsible for any taxes, duties and charges imposed by India/Iran Govt or local authority, as well as Port Dues, wharfage, harbour dues, port rates, tolls, berth hire charges in Iran (the pilotage will be borne by us). The Employer shall also be responsible for the custom clearance and obtaining local permits/licenses in Iran.	Already clarified above.
29.	3.32	34	Terms of Payment	2. Terms of payment: we would propose as follows: (1) 20% against submission of performance guarantee and advance payment guarantee; (2) 20% upon commencement of fabrication in Contractor's factory; (3) 20% upon commencement of erection in Contractor's factory; (4) 20% upon shipment; (5) 20% upon issuance of the	Tender terms prevail. However, please note the following change: a. For the second, third and fourth stage payments under clause 3.32, pro-rata payment shall be considered in case the contractor opts for staggered delivery schedule. b. The Clause 3.32 (b) Second stage Payment in the tender shall be read in

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				Provisional Certificate.	<p>conjunction with the following:</p> <p>“In case the contractor desires to have intermediate payments, payment up to 40% of CIF price of the equipment shall be payable subject to submission of BG equivalent to 110% of intermediate payment and shall carry an interest rate of base Prime Lending Rate of SBI (prevailing on the date of release of said payment) + 2% p.a. The period of interest shall be reckoned from the date of release intermediate payment till receipt of equipment at site in good condition. In case of making intermediate payment, then balance amount from the payment due in the second stage will be released upon receipt of equipment at IPGPL site.</p> <p>“</p>
30.	3.39	41	Performance Guarantee Bond	<p>3. Bank guarantee (BG):</p> <p>(1) BG towards performance of contract---as per our bank policy, the BG cannot be issued without formal contract which signed by two parties, thus we propose to provide 10% performance bond within 23 days after signing the formal contract;</p> <p>(2) BG during defect liability period---normally we provide 5% warranty bond;</p>	<p>1) The Bank Guarantee could be issued based on the Letter of Acceptance. Hence, no change in tender conditions.</p> <p>2) to 4) - Tender terms prevail.</p> <p>Any Nationalised/Scheduled Bank covered under section 2 (e) of the Reserve Bank of India Act 1974 having its branch at Mumbai shall be accepted.</p>

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				<p>(3) BG after completion of defect liability period---we would propose to cancel this requirement;</p> <p>(4) 110% security deposit towards advance payment---we would propose to provide 80% advance payment guarantee against the payment milestones before the equipment is delivered on site</p> <p>We would propose to issue BG from a reputable Chinese bank and advised by a local bank in India which is acceptable by the Employer.</p>	
31.	3.43	43	Liquidated Damages	4. Liquidated damages: we would propose 0.5% per crane per week, with the cap 5%.	Please refer to Clause 3.43.1 (c) of the tender. Further to the 3.43.1 (c), the maximum amount of liquidated damages shall be limited to 10% of CIF price.
32.	3.51	47		5. Arbitration: may we propose to submit the disputes to Singapore International Arbitration Center (“SIAC”) in Singapore?	Tender terms prevail.
33.	3.48	46		6. IPGPL’ lien: in our understanding, normally the contractor reserves the right of lien, please clarify the clause regarding IPGPL’ lien.	Please refer to clause 3.48 (Vol I)
34.	Section 5			7. “Any shortfall below 90% availability for each crane per quarter, a penalty of USD 150 per hour will be levied”. If any downtime caused by lacking of components, it’s difficult to remedy the defects at once, thus we may	Tender terms prevail. Please refer to revised Section 5 attached with this document.

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				request a further time period by discussing with the Employer.	
35.	Tender Notice - ii. EMD & vi. Due date for submission of Tender Document			As it is a time taking procedure and we are afraid that Bid Bond cannot be completed in the stipulated time. Hence we request to give us the extension of 15 working days i.e., Wednesday 11th Jan 2016.	The due date for submission of bid stand extended to 16 th January, 2017 upto 1500 hours. The Technical bids shall be opened on the same day at 1530 hours in the presence of authorized representatives of the bidders. The venue shall remain unchanged.
36.	2.4 EARNES T MONEY DEPOSIT (EMD)	5	In the event of Tenderer withdrawing his tender before the expiry of tender validity period of 180 days from the date of opening of technical bid, the tender submitted by the tenderer shall be cancelled and EMD shall be forfeited.	Will it be acceptable if we use Chinese qualified bank who has branch or agent in Mumbai. Also is the EMD - BG validity would be same as tender validity of 180 days.	Any Nationalised/Scheduled Bank covered under section 2 (e) of the Reserve Bank of India Act 1974 having its branch at Mumbai shall be accepted. Apart from above, Tender terms prevail.
37.	3.32 TERMS OF PAYMENT	34	The payment due under this Contract shall be effected as per clause 3.32 (amended) of General conditions of the Contract. (GCC) as per following; The payment due under this Contract shall be effected as per clause 3.32 (amended) of General conditions of the Contract. (GCC) as per following; (a) First stage: Initial advance up to 20 % of CIF Price of equipment	We propose to extend the total completion period to 14 months instead of 12 months. 20% of CIF against submit required documents; 30% of CIF when erection at manufacturer's site start against relating BG; 20% of CIF upon shipment; 20% of CIF completion of commissioning 10% of CIF after issue of final acceptance certificate Will be the	Tender terms prevail. However, please note the following change: a. For the second, third and fourth stage payments under clause 3.32, pro-rata payment shall be considered in case the contractor opts for staggered delivery schedule. b. The Clause 3.32 (b) Second stage Payment in the tender shall be read in conjunction with the following:

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			<p>mentioned in the LOA against submission of a Bank Guarantee equivalent to 110% of the advance amount and this initial advance will not carry interest. However, if the contract is terminated due to default of the contractor the initial advance would be deemed as interest bearing advance at an interest rate of base Prime Lending Rate of SBI + 2% p.a. to be compounded quarterly.</p> <p>(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 Marine Insurance Company and Indian Insurance Company which covers all risk along with declaration of the contractor to this effect.</p> <p>(c) Third stage: 20% of CIF Price mentioned in LOA against Completion of commissioning of equipment and compliance of operation to endurance test activities and on verification and</p>	<p>payment be paid by L/C or T/T?</p>	<p>“In case the contractor desires to have intermediate payments, payment up to 40% of CIF price of the equipment shall be payable subject to submission of BG equivalent to 110% of intermediate payment and shall carry an interest rate of base Prime Lending Rate of SBI (prevailing on the date of release of said payment) + 2% p.a. The period of interest shall be reckoned from the date of release intermediate payment till receipt of equipment at site in good condition. In case of making intermediate payment, then balance amount from the payment due in the second stage will be released upon receipt of equipment at IPGPL site. “</p>

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			certification by Engineer-In-Charge against commissioning of equipment and handing over of the cranes for commercial operations. (d) Fourth stage: 10% of CIF Price mentioned in LOA after issuance of final acceptance certificate by the Engineer-In-charge for the Equipment.		
38.	General Query			Can we choose to Bid between RMQC and RTG as this time it has not been segregated in separate Lots.	Yes
39.	2.10.2 Stamp Duty & Other Expenses:	8	All costs charges and expenses including any duty in connection with the Contract as well as preparations and completions of agreement by IPGPL or its attorneys shall be borne and payable by the Tenderer.	Please advise what kinds of taxes, duties, that the foreigner bidder will bear?	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 Price only the custom duty / related taxes (if any payable in Iran) for the items/ equipments 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.
40.	3.9	23	3.9.1 The Contractor shall pay all	Please advise what kinds of taxes,	The bidders are required to carry out their

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	CUSTOM S DUES, PORT DUES etc.		applicable duties in respect of any materials required for the permanent or Temporary Works imported/ exported to / from Iran in connection with items / equipment appearing in the Price Schedule of this tender document. Successful Tenderer shall be charged Port Dues, wharfage, harbour dues, port rates, tolls, pilotage, berth hire charges as per Port & Maritime Organisation of Islamic Republic of Iran, tariff regulations.	duties,... that the foreigner bidder will bear?	own due diligence.
41.	3.13 Rates and amounts include all charges	25	The rates and amounts submitted by the Tenderer shall include all payments on account of taxes, levies, duties, royalties etc. as applicable and payable to the Government of India/Islamic Republic of Iran or any other authority or Body Corporate and all other incidental charges that the Tenderer may have to bear for the execution of the Works.	Please advise what kinds of taxes, duties,... that the foreigner bidder will bear?	The bidders are required to carry out their own due diligence.
42.	Tender notice	1	vi) Due date for submission of Tender document: On or before 21st December 2016....	We suggest to extend the due date for submission to 12 January 2017 so that we have more time for preparation the Bank Guarantee for EMD as well as the quality of the proposal.	The due date for submission of bid stand extended to 16 th January, 2017 upto 1500 hours. The Technical bids shall be opened on the same day at 1530 hours in the presence of authorized representatives of the bidders. The venue shall remain unchanged.
43.	ANNEX -	61	"... if the Contract is not awarded	Please let us delete this content of the	Tender terms prevail.

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	II: BANK GUARA NTEE FORMAT FOR EMD		<p>by the Board before the expiry of the aforesaid date, the said Banker undertakes to renew this Guarantee from month to month until 6 months after the aforesaid date i.e. up to ----- (date) and the said Bank doth hereby further covenant and declare that if the said M/s ----- do not obtain and furnish renewals of this Guarantee for a further period of six months to the Board not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewals thereof as to keep the same valid and subsisting till the Contract is awarded by the Board and for 6 months thereafter i.e. up to ----- the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board notwithstanding :</p> <ol style="list-style-type: none"> 1. that the period of the Guarantee of the renewal or renewals thereof has not expired or, 2. that the period of Guarantee of the renewal or renewals thereof has already expired" 	<p>paragraph. While IPGPL may ask the bidder to extend the bid validity and the bidder would consider to extend it with his/her discretion, and the bidder would issue the extended Bank Guarantee for EMD.</p>	

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44.	Section 5		Section 5 Annual maintenance contract	<p>a. Pls clarify how many years of the maintenance contract needed? as in schedule 11- Part3 10 years required. But in section 5, 3 years required.</p> <p>b. Pls note: The warranty is not the same as annual maintenance contract. they talk about “preventive maintenance” which really is not included in warranty. So the first two years annual maintenance contract can not be free of Charge.</p> <p>c. Is possible to quote the annual maintenance contract later separately?</p>	<p>a. It is clarified that AMC shall be mandatorily required for the initial two years which would be coterminous with the Defect Liability Period. Beyond the period of 2 mandatory years of AMC, IPGPL shall have the sole right to decide whether to continue AMC for the remaining period of 3 to 10 years for which the quotation is received in the Schedule 11, part 3. In case IPGPL decides to award the AMC for the duration to be determined solely by them, it shall be mandatory and binding for the bidder to provide such AMC services. Accordingly, Section 5 stands amended and the revised Section 5 is attached with this document.</p> <p>b. AMC for the first two years is included in the Price Schedule. Accordingly, Schedule 11 stands amended and the revised Schedule 11 is attached with this document.</p> <p>c. It shall be mandatory for the bidder to provide quotation for AMC for the period of 3 to 10 years in Schedule 11, part 3. (Please refer to revised schedule attached)</p>
45.	2.1.1 a.2	3	MEC financial standing	We suggest the tenderer shall have recorded average gross profit in the last three years.	Not acceptable. Tender condition prevails.
46.	2.4.1	5	EMD	As per the subject tender, we are in trouble to obtain the bonds as all banks	Tender condition prevails. However, alternatively, Demand Draft (DD),

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				with us expressed us they cannot issue any bond to the subject project where shall be installed in Iran. Unless we clear this matter, we are afraid that we would have big-trouble to join this tender while our trying.	in favour of IPGPL, Mumbai, drawn on any Nationalised / scheduled bank enlisted under RBI, payable at Mumbai, for specified amount in the tender for EMD, can be acceptable.
47.	2.10.2	8	Stamp Duty & Other Expenses	Any tax and duties out of Seller's country by Buyer.	<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/ equipments 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>
48.	2.11.5	9	PLC/ Drive for 2 trainees training at Seller's site	For how long? No duration given.	The training shall be provided in accordance with Training Schedule attached with this document separately.
49.	2.15.16	12	Technical Bid Details of current commitments and details of work completed in past, periodetc as per Schedule 9 (Volume-I) & 10 (Volume-I) of this tender document.	<p>Schedule 9 is deviation list. No relevantwith the description. Meanwhile Schedule 10 is spare part list. What's the exact meaning?</p>	<p>Clause 2.15.16 stands amended as below:</p> <p>“Details of current commitments and details of work completed in past period shall be provided. The documentary evidence should include copies of work-order placed by clients with details of scope, date of issue of work order, schedule completion period and quantity of equipments. Further, for the</p>

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					completed works, the bidder shall also provide completion certificate.“
50.	2.15.17	12	Experience in having executed similar Works along with and other related detail as per Schedule 11 (Volume-I) of this tender document.	Schedule 11 is price list... What’s the exact meaning?	Clause 2.15.17 stands amended as below: Experience in having executed similar Works along with and other related details. The requirement of documentary evidence shall be similar to as indicated above.
51.	2.15.23	12	However, the price adjustments proposed for withdrawal of Deviations if any, as specified by the tenderer in the Schedule 13, shall be submitted along with the PRICE SCHEDULE of the Tender.	Pls deviate. We can’t give prices for the deviated items. It’s impossible to submit the prices of each item we deviated.	“Schedule 13” in clause 2.15.23 shall be read as “Schedule 9”. The bidder is expected to comply with all terms of the tender and no deviations are envisaged. However, in case of any deviation considered by the bidder, the same shall need to be indicated in Schedule 9. The deviations should be acceptable to IPGPL. It is mandatory to provide price implications for the deviated items.
52.	2.16.1	13	Custom duty and other taxes	Please deviate taxes and duty in Iran.	Please refer to earlier queries on the subject.
53.	3.9.1 and 3.13	23-25	CUSTOMS DUES, PORT DUES etc. Successful Tenderer shall be charged Port Dues, wharfage, harbour dues, port rates, tolls, pilotage, berth hire charges as per Port & Maritime Organisation of Islamic Republic of Iran, tariff regulation	Please deviate this. It is proposed that The Contract Price shall be exclusive of any taxes, duties or other charges on the Equipment under the laws of the country of destination, which shall be paid directly by the Buyer, or in case imposed on the Seller, be paid by the Buyer in addition to the Contract Price.	Port dues, wharfage etc. shall be incurred by the Bidder. For the extent of taxes and duties, the Bidders are required to carry out their own due diligence. Regarding the query on payments, the bidder is advised to see the changes made in the payment terms in the present reply to queries.

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				<p>The payments except the advance payment shall be secured by irrevocable L/C by a bank approved by the bidder and payment shall take place at first sight at the moment the respective Equipment against presentation of the bill of lading shipping documents. No unnecessary documents that delay the payment or are not in the control of the Seller (but are e.g. prepared by the Buyer) shall be included in the list of required documents.</p>	
54.	3.14	25	<p>ADDITIONS AND ALTERNATIONS</p>	<p>It is proposed that In case of variations to the scope of supply requested by the Buyer, (or after having itself proposed a variation) including but not limited to variations due to acts of governments, changes in laws, codes, regulations, failure of the Buyer to provide required and accurate information in a timely manner or proceed with his contractual obligations, and the like), the Parties shall agree upon the changes to be made in the contract price, schedule and other terms of the contract. The Seller shall not be obliged to carry out any variations before the Parties have agreed, in writing, upon the adjustments to be made in the terms affected by the variation.</p>	<p>Tender terms prevail.</p>

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55.	3.32	34	Terms of Payment: Advance payment 20% of equipment price against LOA and bond 2 nd payment: 50% of equipment price after shipment 3 rd payment: Complete of commissioning 4 th payment: Issuance of final acceptance	We propose to give us the 50% payment before shipment.	Tender terms prevail. However, please note the following change: <ul style="list-style-type: none"> a. For the second, third and fourth stage payments under clause 3.32, pro-rata payment shall be considered in case the contractor opts for staggered delivery schedule. b. The Clause 3.32 (b) Second stage Payment in the tender shall be read in conjunction with the following: <p>“In case the contractor desires to have intermediate payments, payment up to 40% of CIF price of the equipment shall be payable subject to submission of BG equivalent to 110% of intermediate payment and shall carry an interest rate of base Prime Lending Rate of SBI (prevailing on the date of release of said payment) + 2% p.a. The period of interest shall be reckoned from the date of release intermediate payment till receipt of equipment at site in good condition. In case of making intermediate payment, then balance amount from the payment due in the second stage will be released upon receipt of equipment at IPGPL site. “</p>
56.	3.32.1	35	Training charges	Training charges should be paid as a part	Tender terms prevail. Training charges are

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			Shall be paid after completion of training.	of the equipment price. Pls deviate this.	part of the CIF value of the Equipment.
57.	3.32.2	35	Payment for Spare parts 50% against delivery of spare parts 50% at the commercial operation of the equipment	If spare part is included with RTG, it should be paid as per equipment payment schedule. If option, pay as lump sump. It can't be as instalment. Please deviate this.	Tender terms prevail.
58.	3.32	34		All above payment methods, by what? L/C or by TT? We propose advance payment by TT, Others by L/C	Mode of Payment: The payment to the contractor for acquisition of the equipments under the contract shall be effected by IPGPL through irrevocable letter of credit (L/C), against stage-wise payments. The charges towards opening of L/C within India shall be borne by the Employer (IPGPL) and charges towards opening of L/C outside India shall be borne by the Contractor. Any charges against extension of L/C for what-so-ever reason shall be borne by the Contractor, both in India and outside India. The above clarification shall be read in conjunction with Clause 3.32
59.	3.32.3	35	Payment for rendering Warranty Support Charges for rendering Warranty Support shall be paid after satisfactory completion of Warranty period and issuance of certificate by the Engineer In-Charge.	Pls deviate this. Warranty payment can't be made separately. It will be part of equipment price. We propose warranty bond.	Tender terms prevail.

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60.	3.32.4	35	Payment of Duties	We won't pay any duty in Iran. Pls deviate this.	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/ equipments 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.
61.	3.33	36	Payment of Taxes and Levies The Contractor shall pay all taxes, levy and duty which he may be liable to pay to State Govt or Govt. of India or Islamic Republic of Iran or local or any other authority under any law for the time being in force in respect of or in accordance with the execution of work.	Pls deviate this.	As above.
62.	3.39.4	41	Performance bond 10% bond on LOA 10% bond on warranty period 5% bond after warranty period	The last 5% bond shall not provided.	Tender terms prevail.
63.	3.40	42	Security Deposit 110% of advance payment bond	The advance payment bond shall have the same value as the advance payment.	Tender term prevails.
64.	3.43	43	Liquidated damage i) For 1- 15 days of delay: USD	Pls deviate this.	Please refer to Clause 3.43.1 (c) of the tender. Further to the 3.43.1 (c), the

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			15000 per day ii) For 16 – 30 days of delay: USD 35000 per day iii) For 31 – 45 days of delay: USD 45000 per day iv) For 46 – 60 days of delay: USD 65000 per day v) For more than 60 days of delay: USD 85000 per day	<p>It is Proposed In case of delay in completion of the delivery, due to a reason solely attributable to the Seller, the Buyer is entitled to liquidated damages from the date on which the delivery should have taken place at a rate of 0,5 % of the value of the delayed unit of Equipment for each full week of delay. The liquidated damages shall not exceed 5,0 % of the value of the delayed unit of Equipment.</p> <p>Payment of such liquidated damages shall constitute the Seller’s sole liability and the Buyer’s exclusive remedy for the Seller’s delay in the completion of the delivery under the contract.</p> <p>The Buyer shall not have the right to deduct or set off payments owed to the Seller against liquidated damages or other obligations payable by the Seller.</p>	<p>maximum amount of liquidated damages shall be limited to 10% of CIF price.</p>
65.	Section 5		Section 5 Annual maintenance contract	<p>a. Pls clarify how many years of the maintenance contract needed ?as in schedule 11- Part3 10 years required. But in section 5, 3 years required.</p> <p>b. Pls note: The warranty is not the same as annual maintenance contract. they talk about “preventive maintenance” which really is not included in</p>	<p>a. It is clarified that AMC shall be mandatorily required for the initial two years which would be coterminous with the Defect Liability Period. Beyond the period of 2 mandatory years of AMC, IPGPL shall have the sole right to decide whether to continue AMC for the remaining period of 3 to 10 years for which the quotation is received in the Schedule 11, part 3. In case IPGPL</p>

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				<p>warranty. So the first two years annual maintenance contract can not be free of Charge.</p> <p>c. Is possible to quote the annual maintenance contract later separately?</p>	<p>decides to award the AMC for the duration to be determined solely by them, it shall be mandatory and binding for the bidder to provide such AMC services. Accordingly, Section 5 stands amended and the revised Section 5 is attached with this document.</p> <p>b. AMC for the first two years is included in the Price Schedule. Accordingly, Schedule 11 stands amended and the revised Schedule 11 is attached with this document.</p> <p>c. It shall be mandatory for the bidder to provide quotation for AMC for the period of 3 to 10 years in Schedule 11, part 3. (Please refer to revised schedule attached)</p>
66.	Schedule 13	101	Check List CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID.	Pls clarify the submission. Can they clarify which Schedules (1 to 14) to be inserted which envelope?	Please refer to Schedule 13. All the documents as indicated in Sr. No. 7 to 22 needs to be submitted in Envelop 3.
67.	3.61	50	Add new clause: Liability of the Seller	The Seller shall in no event be liable for loss of production, cost of capital, loss of profit or revenue, loss of use or increased expense of use of equipment or plant, loss of contracts, or claims of customers for loss of use or production (whether considered indirect/consequential or direct in their nature) or any indirect, incidental or consequential damages. The remedies of	A new clause 3.64 Limitation of Liability shall stand included in the tender: “3.64 Limitation of Liability: To the fullest extent permitted by the law, the total liability, in the aggregate, of the Contractor, Contractor’s officers, directors, partners, employees, agents, and subcontractors, to Employer (IPGPL), and anyone claiming by, through, or under

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				<p>the Buyer set forth in the Contract are exclusive.</p> <p>In no event shall the Seller's liability under the Contract exceed fifteen (15) per cent of the total Contract Price.</p>	<p>Employer for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Tender from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed 100 per cent of the Contract Price”</p>
68.	3.6 and Schedule 7	22	Add new clause: Assignment / Split of the Contract	Bidder reserves the right to assign the installation and erection of the Equipment as well as other local work and /or services under the Contract to its subsidiary or other business partner. In such case, regarding the assigned part of the supply, the assignee shall assume all Seller's responsibilities, obligations and rights pursuant to the Contract and the Buyer shall have all the same rights and obligations towards the assignee as it has towards the Seller pursuant to the Contract.	The tender provides for engagement of subcontractors. Please refer Clause 3.6 and Schedule 7.
69.	3.32.3	35	Payment for rendering Warranty Support Charges for rendering Warranty Support shall be paid after satisfactory completion of Warranty period and issuance of certificate by the Engineer In-Charge.	<p>Pls deviate this. Warranty payment can't be made separately. It will be part of equipment price.</p> <p>We propose warranty bond.</p>	<p>Tender terms prevail. However, please note the following change:</p> <ul style="list-style-type: none"> a. For the second, third and fourth stage payments under clause 3.32, pro-rata payment shall be considered in case the contractor opts for staggered delivery schedule. b. The Clause 3.32 (b) Second stage Payment in the tender shall be read in

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					<p>conjunction with the following:</p> <p>“In case the contractor desires to have intermediate payments, payment up to 40% of CIF price of the equipment shall be payable subject to submission of BG equivalent to 110% of intermediate payment and shall carry an interest rate of base Prime Lending Rate of SBI (prevailing on the date of release of said payment) + 2% p.a. The period of interest shall be reckoned from the date of release intermediate payment till receipt of equipment at site in good condition. In case of making intermediate payment, then balance amount from the payment due in the second stage will be released upon receipt of equipment at IPGPL site.”</p>
70.	3.32.4	35	Payment of Duties	We won't pay any duty in Iran. Pls deviate this.	<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/ equipments 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</p>

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					production of relevant proof.
71.	3.33	36	Payment of Taxes and Levies The Contractor shall pay all taxes, levy and duty which he may be liable to pay to State Govt or Govt. of India or Islamic Republic of Iran or local or any other authority under any law for the time being in force in respect of or in accordance with the execution of work.	Pls deviate this.	As above.
72.	3.39.4	41	Performance bond 10% bond on LOA 10% bond on warranty period 5% bond after warranty period	The last 5% bond shall not provided.	Tender terms prevail.
73.	3.40	42	Security Deposit 110% of advance payment bond	The advance payment bond shall have the same value as the advance payment.	Tender term prevails.
74.	3.43	43	Liquidated damage i) For 1- 15 days of delay: USD 15000 per day ii) For 16 – 30 days of delay: USD 35000 per day iii) For 31 – 45 days of delay: USD 45000 per day iv) For 46 – 60 days of delay: USD 65000 per day v) For more than 60 days of delay: USD 85000 per day	Pls deviate this. It is Proposed In case of delay in completion of the delivery, due to a reason solely attributable to the Seller, the Buyer is entitled to liquidated damages from the date on which the delivery should have taken place at a rate of 0,5 % of the value of the delayed unit of Equipment for each full week of delay. The liquidated damages shall not exceed 5,0 % of the value of the delayed unit of Equipment.	Please refer to Clause 3.43.1 (c) of the tender. Further to the 3.43.1 (c), the maximum amount of liquidated damages shall be limited to 10% of CIF price.

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				<p>Payment of such liquidated damages shall constitute the Seller's sole liability and the Buyer's exclusive remedy for the Seller's delay in the completion of the delivery under the contract.</p> <p>The Buyer shall not have the right to deduct or set off payments owed to the Seller against liquidated damages or other obligations payable by the Seller.</p>	
75.			<p>Add new clause: Liability of the Seller</p>	<p>The Seller shall in no event be liable for loss of production, cost of capital, loss of profit or revenue, loss of use or increased expense of use of equipment or plant, loss of contracts, or claims of customers for loss of use or production (whether considered indirect/consequential or direct in their nature) or any indirect, incidental or consequential damages. The remedies of the Buyer set forth in the Contract are exclusive.</p> <p>In no event shall the Seller's liability under the Contract exceed fifteen (15) per cent of the total Contract Price.</p>	<p>A new clause 3.64 Limitation of Liability shall stand included in the tender:</p> <p>“3.61 Limitation of Liability: To the fullest extent permitted by the law, the total liability, in the aggregate, of the Contractor, Contractor's officers, directors, partners, employees, agents, and subcontractors, to Employer (IPGPL), and anyone claiming by, through, or under Employer for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Tender from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed 100 per cent of the Contract Price”</p>
76.			<p>Add new clause: Assignment / Split of the Contract</p>	<p>Bidder reserves the right to assign the installation and erection of the Equipment as well as other local work and /or services under the Contract to its</p>	<p>The tender provides for engagement of subcontractors. Please refer Clause 3.6 and Schedule 7.</p>

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				<p>subsidiary or other business partner. In such case, regarding the assigned part of the supply, the assignee shall assume all Seller's responsibilities, obligations and rights pursuant to the Contract and the Buyer shall have all the same rights and obligations towards the assignee as it has towards the Seller pursuant to the Contract.</p>	
77.	Vol 1 – 2.1.1	3	Minimum Eligibility Criteria (MEC)	<p>Some of the bidders have passed the prequalification stage of this tender, and hence it is opined that those bidders have complied with all the MEC for this tender submission. Nevertheless, those bidders may supply the following documentation within the final tender submission as justification for the MEC:</p> <ul style="list-style-type: none"> • Financial Standing – Financial Statements from the last three years (in Euros). • Experience – Detailed reference list of all cranes produced to date (for last approx. 15 years). • Capacity and Capability - Detailed reference list of all cranes produced to date (for last approx. 15 years). • Satisfactory Performance - Detailed reference list of all cranes produced to date (for last approx. 15 years). 	<p>The earlier RFQ has been discharged and has no bearing to the present RFP. In view of the same, all the documents related to the MEC as required in the present tender would need to be submitted afresh.</p>

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				<ul style="list-style-type: none"> Recent Business Activities – Detailed reference list of all cranes produced to date (for last approx. 15 years). 	
78.	Vol 1 – 2.2.1		Last Date For Submission Of Tender	Please confirm the tender submission date, in hard copy format, remains at 21 December 2016?	The due date for submission of bid stand extended to 16 th January, 2017 upto 1500 hours. The Technical bids shall be opened on the same day at 1530 hours in the presence of authorized representatives of the bidders. The venue shall remain unchanged.
79.	Vol 1 – 2.4.3	5	Earnest Money Deposit (EMD)	The EMD should be returned to Tenderers on award of a Contract to the successful Tenderer but no later than 180 days (i.e. Tender Validity) from the Date for Submission of Tender, whichever occurs first.	IPGPL will endeavour to return the EMD of the unsuccessful bidder at the earliest.
80.	Vol 1 – 2.5.1	5	IPGPL's right to Annul the Bidding Process	Where IPGPL annul the bidding process, the EMD is to be returned to tenderers within ten (10) days of notice of any such annulment.	In case of annulment of the bidding process by IPGPL, the EMD of all the bidders will be returned at the earliest.
81.	Vol 1 – 2.10.2	8	Stamp Duty & Other Expenses	Tenderers will cover costs associated with the preparation of its tender submission and contract negotiations. Tenderers cannot be expected to cover costs associated with IPGPL's attorneys, duties or the like during the tender process, contract negotiation or following award of the contract. Therefore, such costs are to be	All expenses towards registration of Agreement / Contract shall be on account of selected bidder. However, the costs associated with IPGPL's attorneys shall be borne by IPGPL.

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				excluded from the Contract Price.	
82.	Vol 1 – 2.12	9	Currency	Permission is requested to submit the tender offer in Euro's in lieu of US Dollars (i.e. IMPOSSIBLE trading in US Dollars with Iranian banks).	The bidders shall be allowed to quote the tender offer in either UD Dollars or Euros. To facilitate evaluation and comparison, IPGPL shall convert all tender prices in to Indian Rupees. Please refer to clause 2.12 for the procedure for conversion of currency into Indian Rupees.
83.	Vol 1 – 2.15.20	12	Bought Items	Bidder will allow for major bought items only.	The bidders will be expected to provide the details of major bought items in their submission.
84.	Vol 1 – 2.16 & Vol 1 – 2.18.3 c)	12	Price Bid & Marine Insurance	It is proposed that Cost & Freight (CFR) Incoterms 2010 in lieu of Cost Insurance & Freight (CIF)	Tender conditions prevail.
85.	Vol 1 – 3.4	20	Engineer-In-Charge & His Representative	It is requested to acknowledge that the engineer and engineer's representative in their respective roles and obligations under the contract have a duty to act reasonably at all times.	Tender conditions prevail.
86.	Vol 1 – 3.5.3	21	Obligations Of The Contractor	Bidder requests that clause 3.5.3 be amended as follows: <i>“.....If the Contractor fails to remedy such default within 30 days, or an alternative duration agreed between the parties, after the receipt of such notice the Employer....”</i>	Tender conditions prevail.
87.	Vol 1 – 3.9	23	Custom Dues, Port Dues etc.	Bidder proposes Cost & Freight (CFR) Incoterms 2010 in lieu of Cost	Tender conditions prevail.

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				Insurance & Freight (CIF).	
88.	Vol 1 – 3.11.4	24	Fully Erect Delivery	Will IPGPL consider on-site erection delivery method as an optional price?	The bidder shall have the option of on-site erection delivery method and Clause 3.11.4 shall stand amended to that extent. However, the bidder should ensure that the most economical offer considering the overall timeline of supply of equipments shall be provided in the Price Offer. Alternate price offer shall not be allowed.
89.	Vol 1 – 3.17	26	Use of Ground	The site area in Shahid Behesti Port, Chababhar, Iran to be as per the assembly drawing agreed between the parties.	Tender conditions prevail. IPGPL shall provide the necessary support and assistance as possible and as deemed fit.
90.	Vol 1 – 3.21	27	Existing Services	The proposed erection site must be clear from any obstructions which prevent, delay or disrupt the successful Contractor from performing its obligations under the contract. IPGPL are to make tenderers fully aware of existing services which may impact the works, so that tenderers can take the necessary measures and account for such items in their tender submissions.	Tender conditions prevail. The details of the site conditions shall be shared at a later stage with the successful bidder as soon as the same is available with IPGPL.
91.	Vol 1 – 3.22.1	27	Labour	Bidder will send their engineer for E&C. However, all other manpower (like helper, fitters, semi-skilled, etc) are to be provided by IPGPL	Not agreed. Tender conditions prevail.
92.	Vol 1 – 3.24.1-2	28	Inspection & Testing of Work at Contractor's & Sub Contractor's	IPGPL to advise the proposed duration of the pre shipment inspection to be	It is clarified that the duration would depend on the actual requirement at the

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			Premises	undertaken by the two depute engineers. Bidder will only consider costs for a maximum of two (2) people for the purpose of this visit.	contractor's premises. Further, as indicated in clause 3.24 of the tender, cost of 2 engineers should be considered.
93.	Vol 1 – 3.24.8	30	Inspection & Testing of Work at Contractor's & Sub Contractor's Premises	IPGPL to cover all costs associated with Third Party Inspection Agency.	Confirmed and clarified earlier.
94.	Vol 1 – 3.30.1	33	Defects After Taking Over	Bidder requests that clause 3.30.1 be amended as follows: <i>“The Contractor within 4 weeks from the date of communication by the Engineer In charge, or an alternative duration agreed between the parties, shall be responsible for making good....”</i>	Not agreed. Tender conditions prevail.
95.	Vol 1 – 3.30.2	34	Defects After taking Over	Bidder proposes 6 month or 1200 operating hours, whatever occurs first, according Bidder standard terms and condition of warranty.	Not agreed. Tender conditions prevail.
96.	Vol 1 – 3.32	34	Terms of Payment	Bidder proposes the following payment terms: <ul style="list-style-type: none"> • 20% of total contract price as the advance payment against a bond guarantee to the same amount. • 20% mid payment six (6) weeks after down payment against bond guarantee for the same amount. 	Tender terms prevail. However, please note the following change: <ol style="list-style-type: none"> a. For the second, third and fourth stage payments under clause 3.32, pro-rata payment shall be considered in case the contractor opts for staggered delivery schedule. b. The Clause 3.32 (b) Second stage

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				<ul style="list-style-type: none"> • 40% of the total contract value against presenting shipping documents to the bank via Letter of Credit. • 20% after provisional taking over via Letter of Credit. 	<p>Payment in the tender shall be read in conjunction with the following:</p> <p>“In case the contractor desires to have intermediate payments, payment up to 40% of CIF price of the equipment shall be payable subject to submission of BG equivalent to 110% of intermediate payment and shall carry an interest rate of base Prime Lending Rate of SBI (prevailing on the date of release of said payment) + 2% p.a. The period of interest shall be reckoned from the date of release intermediate payment till receipt of equipment at site in good condition. In case of making intermediate payment, then balance amount from the payment due in the second stage will be released upon receipt of equipment at IPGPL site.</p> <p>“</p>
97.	Vol 1 – 3.32.4 & Vol 1 – 3.33	35	Payment of Duties & Payment of taxes and Levies	Bidder will cover costs associated with the export of equipment from port of despatch only. Any and all taxes, duties etc. payable in the country of destination on the equipment or the erection portion are excluded from Bidder’s tender offer.	<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/ equipments appearing in the Price Schedule.</p> <p>These taxes/ duties related to Iran shall be initially borne by the bidder and later</p>

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					reimbursed on actual by IPGPL, based on production of relevant proof. All costs and expenses related to the erection shall be on account of the bidder.
98.	Vol 1 – 3.35.2	35	Certificate for receipt of Equipment at site	Bidder suggests to delete this point. It is not applicable.	Not agreed. Tender conditions prevail.
99.	Vol 1 – 3.35.5	38	Issue of Final Acceptance Certificate	Bidder proposes to use a third party inspection if there is any dispute with the Engineer in Charge.	Tender conditions prevail.
100.	Vol 1 – 3.34	36	No Interest On Account Of Delayed Payments	IPGPL to put a time limit within this clause e.g. where payment is delayed for more than sixty (60) days, on any payment owing to the Contractor under the Contract, Contractors will be entitled to claim for loss of interest.	Tender conditions prevail.
101.	Vol 1 – 3.36.1	39	Guarantee Period	Bidder proposes a guarantee of 24 month or 4000 operating hours, whatever occurs first towards satisfactory performance of each components. Steel structures and paintings and anti-corrosions application shall be guaranteed for a period of 60 month or 10,000 operating hours whatever occurs first.	Tender conditions prevail.
102.	Vol 1 – 3.37	39	Commissioning Of New Equipment	The Engineer In-Charge or a delegated representative to commence the punch list at the earliest possible date prior to the shipment of the equipment.	Tender conditions prevail. However, Engineer-In-Charge will make best endeavour to co-operate with the successful bidder as per prevailing conditions.

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103.	Vol 1 – 3.39	41	Performance Guarantee Bond Towards Performance of Contract	<p>Bidder proposes the following guarantees:</p> <ul style="list-style-type: none"> • Bidder will provide a Performance Bond in the form of a Bank Guarantee for 5.0% of the Contract Price in lieu of 10.0% of the Contract Price as requested under sub-clause 3.39.1. • Bidder will provide a Performance Bond during Defect Liability period in the form of a Bank Guarantee for 5.0% of the Contract Price in lieu of 10.0% of the Contract Price as requested under sub-clause 3.39.3. This Performance Bond to be effective following the first Bank Guarantee provided under sub clause 3.39.1. • Clause 3.39.4 to be deleted. Bidder do not believe the Performance Bond after completion of Defect Liability is necessary as the equipment is covered under the warranty periods specified in sub-clause 3.36 of the Contract i.e. the successful contractor will be obliged to abide by these warranty periods. 	Tender conditions prevail.

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104.	Vol 1 – 3.40	42	Security Deposit Towards Advance Payment For of Contract	Bidder will provide an advance payment bank guarantee for 100% the advance payment made. The advance payment to be returned to the Contractor on handover of the equipment.	Tender conditions prevail.
105.	Vol 1 – 3.41.3	42	Revalidate the Bank Guarantees	The Bank Guarantee issued, towards security deposit of advanced payment, shall be valid until bill of lading date.	Tender conditions prevail.
106.	Vol 1 – 3.41	43	Forfeiture of Security Deposit	This clause needs to include definitive reasons and a prescribed process for the forfeiture of the security deposit by the Contractor under sub clause 3.40 to 3.41.3. At present this clause is currently written in favour of the client.	Tender conditions prevail.
107.	Vol 1 – 3.43	43	Liquidated Damages	Bidder proposes Liquidated Damages should be set at a sum equivalent to 0.50% per week (or part thereof) of the value of the crane equipment price which delays the crane commissioning date, starting with the fifth week of delay, up to a maximum value of, 5.0% of the contract price of the crane which is delayed.	Tender conditions prevail. Please refer to earlier clarification regarding the capping of the Liquidated Damages and staggered delivery schedule.
108.	3.32	34	Terms of Payment:	(b) Second stage: “50% of CIF price... Indian Insurance Company which covers all risk...”	The terms “and Indian Insurance Company” in clause 3.32 Payment Terms Part (b) shall stand corrected as “and Other Insurance Company”.

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				Is it necessary to have insurance from an Indian Insurance Company?	
109.	Vol 1 – 3.44 & 3.45	44	Insurance	<p>Group of companies of the Bidder covers all subsidiaries under a master insurance policy for the whole organisation. This is applied to Property, Public and Product Liability, Marine Transport, Employers Liability etc. Adequate cover is in place and certificates of insurance cover can be provided by the insurance firm evidencing Limits of Indemnity.</p> <p>Therefore, as our insurance is covered under a master policy, such Bidder are unable to provide:</p> <ul style="list-style-type: none"> • Insurance cover through an Indian insurance company; and • Co-insured insurance policies. <p>We would welcome the opportunity to discuss this issue in more detail at any future meetings between our two companies.</p>	<p>The insurance under a master insurance policy shall be allowed as long as it covers 110% of the contract value. The contractor shall provide necessary proof to this extent to the satisfaction of IPGPL.</p> <p>Further, the words” For all practical purpose such insurance, during Defect Liability Period, shall be from an Indian Insurance Company.” from the clause 3.44.2 tender shall stand deleted.</p>
110.	Section 5 and also Schedule 11 Part 3		Comprehensive annual maintenance contract	Bidder is not in the position to provide a comprehensive annual maintenance contract during the period of warranty. Thereafter, maintenance shall be done by IPGPL.	Please refer to the revised Schedule 11 and revised Section 5 attached separately along with this document.
111.	Section		Comprehensive annual	Please allow an authorized partner of	The contractor shall be allowed to provide

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	5 and Schedule 11 Part 3		maintenance contract	the Contractor to provide comprehensive annual maintenance on behalf of the contractor.	annual comprehensive maintenance through an authorized partner, if desired. Please refer to the revised Section 5 attached separately along with this document.
112.	Vol 1 – 3.59	49	Warranty	Bidder proposes that the monthly inspections and associated monthly reports shall be carried out by IPGPL’s staff not the Contractor.	Tender conditions prevail.
113.	Vol 1 – 3.59	49	Warranty Support	Bidder proposes the service according the general terms and conditions of Bidder.	Tender conditions prevail.
114.	N/a		General	Who is the final recipient of the cranes (name, address and shareholder identity)?	Please refer to clause 3.10.5
115.	N/a		General	Which Iranian companies are involved and what are their functions? (name, address and shareholder identity)?	IPGPL has signed a contract with ABI for equipping and operating container as well as multi-purpose terminals in phase 1 of Shahid Beheshti port, at Chabahar. Ministry of Shipping Government of India and Port and Maritime Organization, Islamic Republic of Iran are the confirming parties to the contract.
116.	N/a		General	IPGPL mentioned in the tender that all changes / deviations have to be rated with a price. If any deviations are denied and won’t be accepted by the IPGPL and were not rated with a price has no further impact to the price/amount of the offer. Please check if this affects just the technical	IPGPL does not envisage any deviation in the tender terms. However, any deviations considered by the Bidder while submitting the Bid may be brought to the notice in the form of Schedule 9. The deviations should be acceptable to IPGPL. It is mandatory to provide price implications for the deviated items.

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				part or also the commercial part?	
117.	N/a		Consequential Loss	Bidder notes that Consequential Loss and Damage are excluded from our tender offer.	The Bidder is expected to consider all damages or consequential loss as may be expected out of the delay on account of the Bidder in the overall delivery of the equipments and shall factor the same in the Price Bid if needed. Please refer to point no (VI) of clause 4 of the Letter of Application – Annex III.
118.	3.7	22	Patent Rights	<p>Bidder requests the inclusion of the following wording in lieu the current Patent Rights clause 3.7:</p> <p><i>“3.7 PATENTS AND INTELLECTUAL PROPERTY Notwithstanding anything in the TENDER to the contrary and in full substitution of any and all provisions of the TENDER addressing or having a reference to patents, intellectual property or other related issues EMPLOYER and CONTRACTOR hereby agree as follows:</i></p> <p><i>3.7.1 CONTRACTOR agrees to defend, at its own expense, any claim or suit brought by a third party against EMPLOYER based upon a claim of infringement of any patent, copyright or other intellectual property protection right in the country(ies) of origin and delivery of</i></p>	Tender conditions prevail.

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				<p><i>the BIDDER PRODUCTS resulting from the sale or use of the BIDDER PRODUCTS and shall pay all costs, settlements or damages finally awarded as a result of such claim or suit. CONTRACTOR's indemnification obligation under this Section is however expressly conditioned on: (1) EMPLOYER's prompt notification of CONTRACTOR of any such claim or suit; (2) EMPLOYER's reasonable cooperation with CONTRACTOR in the defense and/or settlement of any such claim or suit; and (3) EMPLOYER allowing CONTRACTOR sole control over the defense and/or settlement of any such claim or suit, including without limitation the selection of counsel. CONTRACTOR shall have no liability for any settlement or compromise made without its express written consent. In the event a final judgment is obtained against EMPLOYER's use of the BIDDER PRODUCTS, CONTRACTOR may, at its option and expense, obtain the right to continued use, substitute the infringing BIDDER PRODUCTS by substantially equivalent non-infringing products, or take back the infringing BIDDER PRODUCTS in EMPLOYER's</i></p>	

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				<p><i>possession and refund the purchase price less a reasonable charge for use. CONTRACTOR shall have no liability or obligation to EMPLOYER under this Section to the extent any claim of infringement is based upon the use of the BIDDER PRODUCTS in connection with or in combination with any goods, equipment, devices or software not supplied by CONTRACTOR, or use of the BIDDER PRODUCTS in a manner other than as specified in the manufacturer's operations manual. THE FOREGOING STATES CONTRACTOR'S ENTIRE LIABILITY FOR PATENT, COPYRIGHT AND/OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.</i></p> <p><i>3.7.2 Notwithstanding anything in the TENDER to the contrary, CONTRACTOR shall in no event grant or transfer to EMPLOYER or to any other person, entity or legal body any copyright, patent or other intellectual property protection right whatsoever in the BIDDER PRODUCTS delivered and/or BIDDER SERVICES rendered and/or in any inventions, discoveries,</i></p>	

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				<p><i>improvements or enhancements in respect of any BIDDER PRODUCTS and/or BIDDER SERVICES that might eventually be made in performing the AGREEMENT.”</i></p>	
119.	3.42	43	Indemnity	<p>Bidder requests the inclusion of the following wording in lieu the current Indemnity clause 3.43:</p> <p><i>“CONTRACTOR agrees to indemnify and hold harmless EMPLOYER, its directors, officers, and employees from and against all tort liabilities for claims, demands, causes of action, loss, or expense (including legal fees and costs of defense) for injuries / death or damage to any person or tangible property to the extent directly caused by CONTRACTOR’s negligence. However, such indemnification shall be given subject to the following preconditions: (1) EMPLOYER’s prompt notification of CONTRACTOR of any such claim or impending lawsuit; (2) EMPLOYER’s reasonable co-operation with CONTRACTOR in the defense and/or settlement of any such claim or lawsuit; and (3) EMPLOYER allowing CONTRACTOR sole control over the defense and/or settlement of any such</i></p>	Tender conditions prevail.

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				<p><i>claim or lawsuit, including without limitation the selection of counsel. CONTRACTOR shall not extend any indemnification for any settlement or compromise made without its prior written consent. Notwithstanding anything contained herein to the contrary, this indemnity does not apply to liabilities due, in whole or in part, to the negligent conduct of the indemnified parties. THIS INDEMNITY SHALL (EXCEPT FOR THE PATENT AND INTELLECTUAL PROPERTY RIGHTS INDEMNITY GIVEN IN clause 3.7.1 above) BE THE SOLE AND ONLY INDEMNITY EXTENDED BY CONTRACTOR AND HEREBY FULLY REPLACES AND SUPERSEDES ANY AND ALL PROVISIONS OF THE TENDER ADDRESSING OR HAVING A REFERENCE TO ANY INDEMNIFICATION OBLIGATIONS OF CONTRACTOR."</i></p>	
120.	Tender Notice – ii. EMD & vi Due Date for submission of tender	3		<p>As it is a time taking procedure and we are afraid that bid Bond cannot be completed in the stipulated time. Hence we request to give us the extension of 15 working days .i.e Wednesday 11th Jan 2017.</p>	<p>The due date for submission of bid stand extended to 16th January, 2017 upto 1500 hours. The Technical bids shall be opened on the same day at 1530 hours in the presence of authorized representatives of the bidders. The venue shall remain unchanged.</p>

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	document				
121.	3.32 TERMS OF PAYMENT	34	<p>A) First Stage: initial Advance up to 20% of CIF</p> <p>B) Second Stage: 50% of CIF Price mentioned in LOA</p> <p>C) Third Stage: 20% of CIF Price mentioned in LOA against Completion of commissioning of equipment.</p> <p>D) Fourth Stage: 10% of CIF Price mentioned in LOA after issuance of final acceptance.</p>	<p>We propose to extent the total completion period to 14 months instead of 12 months.</p> <p>20% of CIF against submit required documents. 30% of CIF when erection at manufacturer's site start against relating BG.</p> <p>20% OF CIF upon shipment:</p> <p>20% of CIF completion of commissioning</p> <p>10% of CIF after issue of final acceptance certificate will be the payment be paid by L/C OR T/T.</p>	<p>The staggered schedule for the supply of equipments is provided in the earlier replies. Tender terms prevail. However, please note the following change:</p> <ul style="list-style-type: none"> a. For the second, third and fourth stage payments under clause 3.32, pro-rata payment shall be considered in case the contractor opts for staggered delivery schedule. b. The Clause 3.32 (b) Second stage Payment in the tender shall be read in conjunction with the following: <p>“In case the contractor desires to have intermediate payments, payment up to 40% of CIF price of the equipment shall be payable subject to submission of BG equivalent to 110% of intermediate payment and shall carry an interest rate of base Prime Lending Rate of SBI (prevailing on the date of release of said payment) + 2% p.a. The period of interest shall be reckoned from the date of release intermediate payment till receipt of equipment at site in good condition. In case of making intermediate payment, then balance amount from the payment due in the second stage will be released upon receipt of equipment at IPGPL site.</p>

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					“
122.	2.4.1	5	Submission of Bank Guarantee for EMD	<p>The Draft of Bank Guarantee for EMD has 3 Dates :-</p> <ol style="list-style-type: none"> 1) Validity upto 6 months from Bid Date 2) Extension upto 6 months from 1 Validity Date 3) Final Validity Date for Claim <p>These Type of several validity Dates to be stated in a Bank Guarantee is NOT a Recognised Format for Banks as their Approval Process, differ based on Value & Validity and so also their Charges. We request that IPGPL at 1st Instance accept BG for EMD with validity of 6 months from Date of Bid and further 60 days Claim Period. If however, IPGPL is unable to complete Award Process within this period, Bidders can submit an Extension as required for 3~6 months period as required by IPGPL prior to expiry of Bank Guarantee for EMD submitted with Bid.</p> <p>This would make all aspects of Bank Guarantee issues much clearer for Banks and avoid confusion for Bidders.</p>	Not Acceptable. Tender condition prevails.
123.				For the purpose of ease, please provide	Please refer to the Attachment marked as

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				table of contents for the tender document.	“Table of Contents” provided along with this document.
124.	2.17.3	17	Opening of price bid	The PG will be issued after 45 days from contract signature. Its validity will start from the opening date of irrevocable LC	Not Acceptable. Tender conditions prevail.
125.	3.12	24-25	Completion period of work (i) 12 months from receipt of LC (ii) prefer to deliver in lot of 2 (iii) if partial delivery is accepted, same to be incorporated in LC	The MHCs can be supplied in 2 lots viz. Lot-1: 2 nos. 100t MHC in 10 months and Lot-2: 2 Nos.100t MHC and 2 Nos.140t MHC in 4 months thereafter, i.e within 14 months.	The bidder shall be required to follow either of the following schedule: 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) 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 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 Accordingly, clause 3.12 stands amended.
126.	3.18.3	26	Additional works	Please clarify nature of additional works	Clause is self-explanatory. Additional works here refer to such works or things as may be necessary for the proper completion of work as implied by the specification.
127.	3.24.1	29	Pre-shipment inspection notice at least 30 days	After successful FAT at loading port duly witnessed by TPIA/ Employer, there shouldn't be any further need for	This part of Clause 3.24.1 refers to the notice period to be given for pre-shipment inspection. Both clauses are self-explanatory.

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				pre-shipment inspection, as cranes will be loaded on a heavy lift vessel in almost 7-10 days from FAT date.	Pre-shipment inspection will be one level only.
128.	3.24.6	30	Ready to ship prior to transportation of MHCs from Contractor's work	Bidder will perform final tests at a nearest loading port, so will ship the ready mounted/ erected MHCs from there itself instead from its work	Accepted.
129.	3.25.1	31	Testing of equipment at Contractor's and Employer's site	All tests will be performed as per FEM standards. Load and other testing material for final tests at Chabahar will be provided by the Employer	Load and agreed testing material for final test at destination port could be supplied by Aria Banader Iranian (ABI).
130.	3.27.4	32	Load test at Mfr's site and dismantling of MHCs after load test at mfr's site.	Bidder will perform full load test as per FEM standards at the loading port (instead of at its work site) in the presence of TPIA and after successful load tests, will load the MHCs on a transportation vessel. Bidder will not dismantle the MHCs after full load tests. As per FEM standards, if crane is not dismantled, no need for subsequent test again. Therefore, please delete the requirement. that full load test will be performed again at IPGPL site.	If the crane is transported in fully erected 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.
131.	3.28.3	33	Defective items shall have caused delay in the completion of the contract...	LD shall be the sole remedy as defined in clause 3.43.1 (page 43) for late delivery	Tender condition holds good.

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132.	3.30.1	33	Defects after taking over	The 4 weeks needs to be discussed in reference to the nature of defect..... Is better to have the term ' in a reasonable time'.	Tender condition holds good.
133.	3.32.1	35	Period of training	Please clarify place of training and period	For place of training, please refer clause 2.11.5. For period of training, see the attachment.
134.	3.32.2	35	Spare parts/ tools	Bidder is not clear about this scope due to the fact that the SOW includes warranty for 2 years and thereafter comprehensive AMC for 3 years, so why/what all spares Employer intends to procure? We assume, the spares would include consumables like filtersPlease provide a lists of spares that Employer intends to purchase. These items should also be part of price evaluation for proper comparison between the bidders.	Tender condition holds good. Please refer clause 28.0 of Vol.II of tender documents regarding spare parts requirement. Also please refer Schedule 10, wherein it is required to furnish list of spares/ tools separately 140/100t cranes. Bidders to quote in Schedule 11 Part 2 for 2 nos. 140t MHCs and 4 nos. 100t MHCs separately.
135.	3.35.3	37		Issue of provisional certificate for commercial operation	Clauses 3.35.3 & 3.35.4 will be applicable as far as provisional and final completion certificates are concerned
136.	3.35.4	38		Issue of final acceptance certificate	Tender condition holds good

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				witin 28 days	
137.	3.36.1	39	Guarantee period of 24 months	All consumables excluded	Tender condition holds good.
138.	3.37.2	40	Testing material	All testing materials for load test at Employer's site willl be excluded from bidder's scope	Please refer to earlier replies.
139.	3.39.3	41	PBG during defect liability period	Tender condition holds good.	41/3.39.3
140.	3.39.4	41	PBG after completion of defect liability period	(i) PBG of 10% will expire after 24 months - 15 days claim period only. (ii)PBG after completion of defect liability period - requirement of 5% PBG is unusual, so consider for deletion. In any case bidder will perform AMC for 3 years after warranty period, so Employer's interest is safe guarded from the 10% PBG that willl be given for the AMC period.	Tender condition holds good.
141.	3.43.1	43	Liquidated damages	Consider LD @ 0.5% per week of delay with maximum of 10% of contract price related to the delivery of the crane only . Moreover, in case of delay, LD will apply prorata per crane basis iff Crane (s) is/are not commissioned within the	Tender condition holds good.

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				contractual date of delivery.	
142.	3.35.3	37		Issue of provisional certificate for commercial operation	Clauses 3.35.3 & 3.35.4 will be applicable as far as provisional and final completion certificates are concerned
143.	5.2	55	Further renewal of AMC for 2 years	Further renewal of AMC for 2 years - replace 'sole discretion' with 'mutual agreement' in writing.	Please refer to earlier replies. Also, Please refer to revised Section 5 and revised Schedule 11 attached with this document.
144.	5.6	57	Port obligation for maintenance of cranes	Allow free maintenance period of at least 2 days per month	Please refer to revised Section 5 attached with this document.