

# CONTENTS

SR.NO	DESCRIPTIONS	PAGE NO.
	<b>VOLUME - I</b>	
1	CONTENTS--PAGE NUMBERWISE INDEX	
2	GLOBAL TENDER NOTICE	02=03
3	INSTRUCTIONS TO TENDERERS (ITT)	04=16
4	GENERAL CONDITIONS OF CONTRACT (GCC)	17=42
5	SECTION 4 - ENVIRONMENTAL CODITIONS AT CHABAHAR	43=46
6	SECTION 5 - COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT	47=50
7	ANNEXTURES-I TO VII	51=64
8	SCHEDUALS 1-10	65=80
9	PRICE- SCHEDUAL 11- PART I	81=81
10	PRICE- SCHEDUAL 11- PART II	82=82
11	PRICE- SCHEDUAL 11- PART III	83=83
12	SCHEDUAL 12 INTENGRITY AGREEMENT	84=88
13	SCHEDUAL 13 CHECH-LIST	89=90
14	SCHEDUAL 14 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	91=93
15	SCHEDUAL 15 DETAILS OF KEY PERSONNEL	94=94
16	SCHEDUAL 16 CURRENT COMMITMENTS IN HAND	95=95
17	SCHEDUAL 17 DETAILS OF WORKS COMPLETED IN PAST	96=96
18	SCHEDUAL 18 EXPERIENCE IN SIMILAR WORKS	97=99
	<b>VOLUME - II</b>	
1	CONTENTS - PAGE NUMER WISE INDEX	
2	TECHNICAL SPECIFICATION	02=05

**1. GLOBAL TENDER NOTICE**  
**(Tender No: IPGPL/FORKLIFTS/2017)**

Sealed tenders in two-bid system (Technical & Price Bids) are invited on behalf of **India Ports Global Pvt Ltd** (IPGPL), from reputed manufacturers fulfilling the Minimum Eligibility Criteria (MEC). The scope of works, details of time schedule and EMD to be submitted by Tenderers for participation in this tender are given below:

i)	Scope of work	Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Forklifts at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran.
ii)	Earnest Money Deposit (EMD)	<b>US Dollars 4,300/-</b> (US dollars Four Thousand Three Hundred) <b>or equivalent in Euros, Indian Rupees 2,92,000/-</b> (INR Two Lakhs Ninety Two Thousands Only) in favour of IPGPL in the form of Bank Guarantee, as per <b>Annex-II</b> of Tender Document (Vol-I), from any Nationalised or Scheduled Bank having its branch at Mumbai <b>OR</b> Demand Draft of above said amount in favour of IPGPL payable at Mumbai.
iii)	Sale of Tender Document	<b>On all working days (1000 hrs to 1700 hrs) from 03-01-2017</b> during office hours at the office of the Managing Director, India Ports Global Pvt. Ltd., 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010. <b>Tender document will not be sent by post/courier.</b>
iv)	Pre-Bid Meeting	<b>On 16-01-2017 at 1030 Hrs</b> at Conference Hall of India Ports Global Pvt Ltd., 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010
v)	Cost of Tender Document (set of two copies)	Rs. <b>10,000/-</b> (Rupees Ten Thousand only) or <b>USD 150 (US dollars one hundred fifty only)</b> in the form of Demand Draft (non-refundable) drawn on any scheduled bank having its branch at Mumbai in favour of India Ports Global Pvt Ltd. Tender Document shall have to be collected by the party through an authorised person/ Agent. The Tender document detailing the terms & conditions and the technical requirements can also be downloaded from the web sites: <a href="http://ipa.nic.in">http://ipa.nic.in</a> , <a href="http://www.jnport.gov.in">http://www.jnport.gov.in</a> and <a href="http://www.kandlaport.gov.in">http://www.kandlaport.gov.in</a> from 03-01-2017 onwards till the date of submission of tender. The downloading of tender document shall be carried out strictly as provided on web site. In such case, the Cost of tender document can be deposited at the time of submission of the tender. Tender document will not be sent by post/courier.
Vi)	Due date for submission of Tender Document	<b>On or before 15th February 2017 up to 1500 hrs</b> at the office of the India Ports Global Pvt Ltd., 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010 .
vii)	Date of opening of Technical Bid	<b>On 15th February 2017 at 1530 hrs.</b> At Conference Hall, India Ports Global Pvt Ltd, 4 <sup>th</sup> Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010.

**Managing Director,**

For India Ports Global Pvt Ltd,

4<sup>th</sup> Floor, Nirman Bhavan,

M.P. Road, Mazgaon,

Mumbai-400010, India

Email:-md.indiportsglobal@gmail.com

## **2 INSTRUCTIONS TO TENDERERS (ITT)**

**2.1** Sealed tenders in two-bid system (Technical & Price Bid), are invited on behalf of India Ports Global Pvt Ltd (IPGPL), for the following work : –

**Name of the work:** Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Forklifts at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran.

### **2.1.1 Minimum Eligibility Criteria (MEC)**

#### **a. Financial Standing:**

- 1- The average annual financial turnover of the tenderer over the past three years shall be at least US Dollars 4,26,000/- (US Dollars Four Hundred Twenty Six Thousand only) or Indian Rupees 2,90,00,000/- (Rupees Two crores Ninety Lakhs only).
- 2- The tenderer shall have recorded average net profit in last three (3) years.

#### **b. Experience:**

The tenderer should be in the business of designing, manufacturing, Supplying and Commissioning of FORKLIFTS, at least for the last seven (07) years.

#### **c. Capacity and Capability:**

The tenderer should have supplied at least Ten (10) Nos. of Forklifts with minimum 03 Ton Lifting Capacity or Two (02) Nos. of minimum 15 Ton Capacity during the last seven (07) years.

#### **d. Satisfactory Performance:**

At least Ten (10) Nos. Forklifts supplied in the last seven (07) years must have completed warranty period satisfactorily.

#### **e. Recent Business Activities:**

The tenderer should have supplied or is in the process of manufacturing at least Ten (10) Forklifts during the last Two (02) years.

All the tenderers participating in this tender shall be evaluated so as to meet the above requirements of Forklifts.

## **2.2 LAST DATE FOR SUBMISSION OF TENDER**

**2.2.1** Tenders shall be received in the office of the Managing Director, India Ports Global Pvt Ltd, 4<sup>th</sup> Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010, up to 1500 hrs on **15th February 2017**.

**2.2.2** IPGPL, may at its own discretion, reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be returned unopened to the Tenderer. Tenderers to note that IPGPL shall not be responsible for late receipt of any offer due to postal delays or any other delay for whatsoever reasons.

## **2.3 TENDERER TO INFORM HIMSELF FULLY**

**2.3.1** The Tenderer is expected to examine carefully the contents of the tender document like, Instructions to the Tenderers, General Conditions, and scope of work, annexure and schedules, check-list of

documents to be submitted along with the tender etc. Failure to comply with the requirements of the tender will be at the Tenderer's own risk. It would be deemed that prior to the submission of the tender the Tenderer has made a complete and careful examination of requirements and other information set out in the tender document. The Tenderer shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the works as per the conditions of the tender and to satisfy himself to sufficiency of his tender, etc.

**2.3.2** The Tenderer is advised to get acquainted himself with the job involved at the site, like availability of labour, means of transport, communication facilities, local laws and bye laws in force. The tenderer is essentially required to be abreast of latest Rules and Regulations in force as regards to local port authority and any other statutory bodies as well as security regulation for the permission to collect all information that may be necessary for preparing and submitting the tender and entering into Contract with IPGPL.

**2.3.3** Tenderer shall bear all costs associated with the preparation and submission of his tender and IPGPL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

**2.3.4** The Tenderer and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The Tenderer will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Tenderer will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighbouring property which may be caused due to any act of the Tenderer or his representatives.

## **2.4 EARNEST MONEY DEPOSIT (EMD)**

**2.4.1** The tender shall be accompanied by Earnest Money Deposit as stipulated in the tender notice. **The tender not accompanied with EMD shall be treated invalid.** 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. However, alternatively, Demand Draft (DD), in favour of IPGPL, Mumbai, drawn on any Nationalised / scheduled bank enlisted under RBI, in favour of India Ports Global Pvt Ltd, payable at Mumbai, for specified amount in the tender for EMD, can be acceptable.

**2.4.2** 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.

**2.4.3** The Earnest Money Deposit of unsuccessful Tenderers shall be returned on award of Contract to the successful Tenderer. No interest shall be payable on the amount of E.M.D in any case. The Earnest

Money Deposit of the successful Tenderer shall be refunded only on receipt of Performance Guarantee as stipulated in the tender.

**2.4.4** IPGPL reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to furnish the necessary Bank Guarantee towards performance within **30 days** and enter into a Contract within 37 days from the date of issue of Letter of Acceptance (LOA) as per tender.

**2.4.5** EMD shall not be enclosed with the sealed covers containing technical offers, but shall be submitted separately in a properly sealed envelope so super scribed.

## **2.5 IPGPL'S Right to Annul the Bidding Process**

**2.5.1** Notwithstanding anything contained in this tender document, IPGPL reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.

**2.5.2** IPGPL reserves the right to invite revised Technical Tenders and / or revised Financial Tenders from Bidders with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.

**2.5.3** IPGPL reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

## **2.6 TENDER VALIDITY:**

The tender shall remain valid for acceptance for a period of **180 days** from the date fixed for opening of Technical Bid. IPGPL reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by E-mail. However, in the event of the tenderer agreeing to the request, he shall not be permitted to modify his tender. In the event of the tenderer agreeing to the extension, the Tenderer shall correspondingly extend the validity of the tender suitably along with valid extension of the Bank Guarantee furnished towards EMD against this Tender. In case tenderers do not agree to extend the validity of their offer beyond the validity period, EMD of such tenderers shall be refunded after award of the contract.

## **2.7 AUTHORITY FOR SIGNING TENDER DOCUMENTS**

**2.7.1** The tender, if submitted on behalf of principals or a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm or the Principals as the case may be.

**2.7.2** In the event, the tender is signed by some of the partners or other persons or the Authorised Distributor / Dealer / Licensee, the Tender should be accompanied by a valid Power of Attorney duly executed by partners/Principals specifying that the partners or person/s or Authorised Distributor / Dealer / Licensee signing the tender has the authority to bind them or the firm as the case may be, in all matters pertaining to the tender.

- 2.7.3** In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.
- 2.7.4** In case of submission of tender in Joint Venture (JV), the following conditions shall be complied by the tenderer:
- JV being registered in India for at least 7 years for supply of equipment.
  - The JV in India demonstrating their active involvement in the business activity over the last two financial or calendar years preceding the tender.
  - The JV agreement being documented and subject to scrutiny/assessment by IPGPL.
  - The term of JV being at least equal to the warranty period completion of the equipment/work being tendered.
  - The JV Agreement providing for technical support including but not limited to the supply of spares during the economical lifetime of the equipment being tendered.
  - The experience of each JV partner would be considered on par with other Original Equipment Manufacturer subject to the collective experience of partners meeting the standards established in capacity and capability criteria indicated in MEC.
  - The guarantee/warranty for the equipment up to the expiry of the structural guarantee should be jointly and severally undertaken by the JV partner.
- 2.7.5** In case of tender submitted by the **partnership firm** then the partnership firm shall comply the JV clauses above for qualifying in the subject tender.

**2.8 ELIGIBILITY IN CASE OF TENDER SUBMITTED BY OEM /AUTHORISED DISTRIBUTOR / DEALER / LINCSEEE:**

In case, the Tenderer is an Original Equipment Manufacturer (OEM) who in turn intends to execute the order through their Authorised Dealer or Business Partner, such nominated firm must fulfil all the minimum qualifying criteria as stipulated in Clause No. 2.1.1 of this tender document to get qualified for further evaluation. The OEM and his authorised dealer/distributor / Licensee cannot participate simultaneously in this tender. **In case, OEM and his authorised distributor / dealer / Licensee participate in this tender simultaneously, then only the offer of OEM will be considered.**

**2.9 AMENDMENTS**

- 2.9.1** At any time, prior to the last date for submission of tenders, IPGPL reserves the right to amend and modify the tender document. The amendments so carried out shall be forwarded to all the prospective Tenderers prior to the last date for submission of the tender in writing either by post or by Fax and e mail including displaying the said amendment on IPGPL/JNPT/KPT/IPA web sites. The prospective Tenderers shall immediately acknowledge receipt thereof either by post or by fax.

**2.9.2** The amendment so carried out shall form part of the tender and shall be binding upon the Tenderers. IPGPL may at their discretion, extend the last date for submission of the tender, to enable the Tenderers to have reasonable time to submit their tender after taking into consideration such amendments.

**2.10 ERRORS IN THE TENDER DOCUMENT**

**2.10.1** Tender shall be prepared, signed and submitted only by that bidder in whose name the tender documents have been issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed.

**2.10.2** The Tenderer shall submit complete tender and the same shall be without alterations, interlineations or erasure except those to accord that instructions issued by the IPGPL or as may be necessary to correct errors made by the Tenderers. Person or persons signing the tender shall initial all such cancellations, alterations or amendments. If any discrepancies found in figures and words while reading the rates in the Price Schedule the rate quoted in words shall supersede the figures. In the event of any difference between the unit rate and the total amount stated therein, the unit rate should be reckoned as the correct one.

**2.11 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL**

The Tenderer may modify, substitute or withdraw his proposal after submission, provided that written notice of modification, substitution or withdrawal is received by the Employer before the closing time on due date of submission. No offer shall be modified, substituted or withdrawn by the Tenderer after the closing time on due date. The Tenderer's modification, substitution or withdrawal notice shall be addressed to the Managing Director, India Ports Global Pvt Ltd, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai- 400010, with outer envelope clearly marked as Modification, substitution or withdrawal of the tender. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in forfeiture of EMD in accordance with clause 2.4.2 (volume-I of Tender Document).

**2.11.1 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's 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.

All expenses towards registration of Agreement / Contract shall be on account of the selected bidder. Bidder should factor all expenses and duties related to their respective country of export in their price bid. The customs duty / related taxes (if any payable in Iran) only related to those items/ 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.

**2.12 CONTRACT WORK AND CONTRACT PRICE:**

**2.12.1** The work to be carried out (hereinafter referred to as "the Contract Work") and the Price for the same (hereinafter called "the Contract Price") shall include the work described in the specifications, schedules, drawings, etc. annexed hereto.



**2.12.2** Except where otherwise expressly provided, the Contractor shall provide all materials, labour and plant and things necessary in connection with the Contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.

**2.12.3** **The Scope of Works**, under this contract is as mentioned below;

“Design, Manufacture Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Forklifts at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran.”

**Contract Price:** Price shall be inclusive of all charges for Design, Manufacture, Transportation including Transit/Marine and other Insurance, Handling, Supply and Delivery, Receipt of all Equipment/Items and handed over at Site, Installation, Trials, Testing, Commissioning of Equipment and Insurance at Site, Training of IPGPL personnel, Cost of O & M Manuals and Training Manuals as per Contractual Conditions, cost of the Warranty support service during **2 years guarantee/warranty period along with** comprehensive mandatory AMC for first (2) two years (Including Spare-parts), but excluding the cost of spare-parts/tools listed in **Schedule 10** which is optional on the part of IPGPL as per **Schedule of price i.e. Schedule 11 (Volume I)** and all other incidental charges for the execution of the Contract .

**2.12.4** Contractors shall arrange for training of 2 Officers of the Employer for training on Mechanical / Hydraulic / Electrical / Electronic and Forklifts Control System and Forklifts Monitoring System at Contractor’s works. This training shall be conducted by the manufacturer’s qualified and experienced personnel while carrying out the trial run of the Forklifts at contractor’s works. Accommodation during the training stay of these 2 Officers at contractor’s site shall be arranged by the contractor. Cost for the same is deemed to be included in the CIF Price of the equipment (New Forklifts).

Tenderer are required to quote in Price **Schedule 11**, part II for all the spare parts & Tools which is optional on part of IPGPL and not considered for evaluation of the bids, as per Clause Nos. 11 &12 of Forklifts Volume II of the tender. However, IPGPL reserves the right to review the same at the time of award of contract to the successful tenderer.

Spare Parts/Tools as listed in respective schedule of tender are optional and not to be considered for evaluation of the bid. However, the bidder has to confirm that prices quoted for spares and tools will remain valid for 2 years from date of Final Acceptance.

## **2.12.5 LANGUAGE OF TENDER**

The Tender submitted by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the IPGPL shall be written in the **English language**. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern. Anything given in a language other than English shall not be taken into consideration for any purpose.

For Financial Standing, Audited Reports in Language other than English, the translation in English duly certified by a Chartered Accountant shall be considered for evaluation.

## **2.13 CONVERSION OF SINGLE CURRENCY**

The bidders shall be allowed to quote the tender offer in either US Dollars or Euros or Indian Rupees. To facilitate evaluation and comparison, IPGPL shall convert all tender Prices, expressed in the US Dollar or Euros in to Indian Rupees, at the bill selling rate quoted by State Bank of India on the date of opening of tender i.e. date of opening of Technical Bid. If on this date, due to any reasons such exchange rates are not available (Forex Market may be closed) the latest available rates prior to the date of opening shall be considered.

## **2.14 TENDER SUBMISSION**

The tender submitted by Tenderer shall comprise the following:

- 2.14.1** A covering letter along with check list – **Schedule 13 (Volume I)** giving details of the documents being submitted with tender confirming validity of bid for **180 days** & submission of Earnest Money Deposit and the Tender Document fee, if not already paid - **Envelope 1** so super scribed with the contents therein.
- 2.14.2** Earnest Money Deposit as per tender condition- **Envelope 2** so super scribed with the contents therein.
- 2.14.3** The tender document (downloaded from JNPT, KPT, IPA web-site) to be submitted in two sets, one being marked as "**ORIGINAL**" and other as "**DUPLICATE**". (Technical Bid), with each page of it duly signed by the authorised person and stamped with company's seal in token of having been read and accepted the tender conditions along with Letter of application cum Tender form duly signed by the person / persons who is/are competent to sign as per format enclosed to this tender document and **TECHNICAL BID**. A scanned copy of the signed documents along with **MS-WORD/EXCEL** copy (as the case may be) of the technical bid shall also be submitted on a CD/pen drive. - **Envelope 3** so super scribed with the contents therein.
- 2.14.4** **Price Bid** - **Envelope 4** so super scribed with the contents therein.
- 2.14.5** One Duplicate Copy of Technical Bid (clearly marked) of the offer shall be submitted along with the original offer as stated above in 2.14.3 in **Envelope 3**
- 2.13.6.** Tenderers are required to put each of the elements viz., Covering letter, Earnest Money Deposit, Technical Bid with tender form and Tender Document, Price Bid and Duplicate Copy of Technical Bid in separate sealed envelopes as stated above. These Four envelopes shall be super scribed as "Tender No. IPGPL/FORKLIFTS/2017 "Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Forklifts at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran and shall be addressed to The Managing Director, India Ports Global Pvt Ltd, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai- 400010, Maharashtra State, India.

## **2.15 TECHNICAL BID**

**Technical Bid should not contain Prices i.e. it should not contain Schedule 11 i.e. Schedule of price. "Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected".**

The Technical Bid shall comprise of the following information /documents which will be used in the evaluation of Tenders.

**2.15.1** The Tenderer while submitting their offer for this Tender, shall also confirm in writing along with all relevant documents supporting to fact that they are meeting the MEC as specified at clause 2.1.1 of this tender document.

**2.15.2** Particulars of the Tenderers as specified in the **Schedule 1 (Volume-I)** of this tender document.

**2.15.3** Duly Audited Annual Financial Reports on financial standing of the Tenderer including annual turnover, details of permanent assets, Profit and Loss statements, for the last three years and other relevant information as per **Schedule 2 (Volume-I)** of this tender document.

If the tenderer is a subsidiary company or a member of a group and under the prevalent laws, separate accounts of subsidiary company are not available; the tenderer should submit the consolidated audited accounts of the holding company or group for the last 3 accounting years. In addition, a tenderer should submit a certificate from the auditor of the holding company certifying the turnover (sales) of the tenderer (subsidiary company) for the last 3 accounting years. A certificate only from the tenderer will not suffice.

For Financial Standing, Audited Reports in Language other than English, the translation in English duly certified by a Chartered Accountant shall be considered for evaluation.

**2.15.4** Documentary evidence related to business registration/commencement.

**2.15.5** Lists of orders executed during the last seven (7) years and documentary evidence that is copies of work orders indicating supply of Forklifts as per Clause 2.1.1.b.

**2.15.6** Copies of certificates indicating supply of at least Ten (10) Forklifts with minimum 03 Ton Lifting Capacity or Two (02) Nos. of minimum 15 Ton Capacity during last Seven (07) years as per Clause 2.1.1.c.

**2.15.7** Copy of satisfactory performance certificate after completion of warranty period from the client of at least Ten (10) numbers of Forklifts during the last Seven (7) years as per Clause 2.1.1.d.

**2.15.8** Copy of the order for supply of at least Ten (10) numbers of Forklifts during last Two (02) years as per Clause 2.1.1.e.

**2.15.9** The bidder shall submit documentary evidence for having sea-front for assembly and roll-on facility, if required for effecting delivery.

**2.15.10** Technical data of the Forklifts as per **Volume-II**, Main Conditions of this tender document.

**2.15.11** Work Schedule showing as per **Schedule 3 (Volume-I)** of this tender document:

**2.15.12** Details of the training programme of various categories of IPGPL and/or its Associate employees as per **Schedule 4 & 4A (Volume-I)** of this tender document.

- 2.15.13** Quality Assurance Plan indicating all activities steps by step at various stage of project as per **Schedule 5 (Volume-I)** and details of instruments for Testing & quality control as per **Schedule 6 (Volume-I)** of this tender document.
- 2.15.14** Details of Sub Contractors involved in the various activities according to **Schedule 7 (Volume-I)** of this tender document.
- 2.15.15** Details of organisation showing hierarchy and key personnel i.e. Organisation chart.
- 2.15.16** Details of current commitments and details of work completed in past, period etc alongwith documentary evidence.
- 2.15.17** Experience in having executed similar Works along with and other related details.  
The documentary evidence should include copies of work-order placed by clients with details of scope, date of issue of work order, scheduled completion period and quantity of equipments. Further, for the completed works, the bidder shall also provide completion certificates of completed works and certificates of clients for satisfactory completion of warranty period for those equipments, as applicable.
- 2.15.18** Tentative drawings of various arrangements of the Forklifts as per clause 3.26 (Volume-I) of this tender document.
- 2.15.19** Arrangement for importing spare parts, tie up with local firms for supply of spare parts, if any and arrangement for after sales service. Tenderer shall submit the information as per **Schedule 8 (volume-I)** of the Tender Document and list of spare-parts under **Schedule 10**.
- 2.15.20** Details of major bought out items and its quality certification plan.
- 2.15.21** Operations and Maintenance Manuals as per **Schedule 10 A** of the Tender Documents **Volume I**.
- 2.15.22** Information regarding any current litigation.
- 2.15.23** Any other details, which shall establish the technical competency and any deviation from technical specification.
- 2.15.24** The deviations if any, shall be submitted as per **Schedule 9 (volume-I)** of the Tender Document along with Technical Bid without disclosure of the Price adjustments for withdrawal of deviations proposed by the Tenderer. However, the price adjustments proposed for withdrawal of Deviations if any, as specified by the tenderer in the **Schedule 9**, shall be submitted along with the **PRICE SCHEDULE** of the Tender. If Price adjustments are not given in the price schedule, it is deemed that particular deviation does not bear any financial implication for withdrawal of deviation. In case there are no deviations, **Schedule 9** shall be stroked off by writing “**NO DEVIATIONS**” on it.
- 2.15.25** List of spare parts quoted as per **Schedule 10 (Volume-I)** without disclosure of the price. Refer Clause No. 2.14.19 above.
- 2.15.26** **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.

**2.15.27 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 services. However, in case of requirement of sharing of critical business/technical information with third party, a Non-disclosure agreement (**Schedule 14**) shall be signed between authorised official of the successful tenderer and IPGPL.

**Note:** Technical offer with counter condition shall be liable for rejection and disqualification.

## **2.16 PRICE BID:**

**2.16.1** The "Price Bid" as per the **Price Schedule 11** of **Vol.-I** of the tender document shall contain following;

- i. CIF Price of the equipment.
- ii. CIF Price of spare parts/Tools.
- iii. Price breakup of Spares and Tools as mentioned in **Schedule 11- part II (Vol-I)**.
- iv. Custom duty/any other taxes payable.
- v. Price for Testing and Commissioning of the equipment.
- vi. Cost for imparting training to IPGPL personnel at contractor's works (Clause 2.12.4) of vol I of the Tender Document) which shall deem to be included in the cost of the equipment.
- vii. Cost towards inspection of equipment at contractor's works (as per clause 3.24 Vol-I of the tender document) this shall deem to be included in the cost of the equipment.
- viii. Cost towards Training, Operation and Maintenance manuals.
- ix. Cost towards Warranty support.
- x. The cost of Comprehensive AMC for first Two (2) years which is mandatory and included in the price schedule for evaluation of the bids.

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.

**2.16.2** Conditional Price Bid shall be liable for rejection.

**It may be noted that Custom Duty at Chabahar is exempted for IPGPL on import of ONLY those items / equipment appearing in the Price Schedule of this tender document. Anything other than the subjected to the contract is liable for duties as applicable.**

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.

**2.16.3** Tenderers shall quote the Total cost for the entire work as per Contract conditions and as per format given in the Price Schedule.

**2.16.4** Tenderers shall quote for each and every item of the work of the Tender as per price schedule of the tender. Partial offer by any tenderer shall be liable for rejection and will not be considered by the IPGPL.

**2.16.5** Conditional Price Bid shall be liable for rejection.

**2.17 PRE-BID CONFERENCE**

IPGPL shall hold a pre-bid meeting, in order to clarify and discuss issues with respect to the tender vis-à-vis terms and conditions or any other related issues. The meeting shall be held on 16-01-2017 at Conference Hall, 4<sup>th</sup> floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010, and would start at 1430 Hrs. Tenderers are advised to formulate their views/queries in the form prescribed below in “**MS-WORD**” format and forward the same to The Managing Director, IPGPL, on or before **14.01.2017** on e-mail [md.indiaportsglobal@gmail.com](mailto:md.indiaportsglobal@gmail.com), [mt.indiaportsglobal@gmail.com](mailto:mt.indiaportsglobal@gmail.com) indicating their intention to attend the pre-bid meeting. The prospective tenderers, who intend to attend the pre-bid conference, are required to submit authorisation letter from the tenderer for the representative attending the pre-bid conference. During the pre-bid meeting, the queries received in advance would be clarified first, followed by those submitted in writing, during the meeting. No further queries shall be entertained after the Pre-Bid Conference. The changes, if any, proposed by the Tenderer would be discussed and the Port Trust's response would be provided to all the Tenderers. The queries received from all the prospective Tenderers would be consolidated and IPGPL's response to the same would be communicated to all the Tenderers in writing (through e-mail) well in advance to the last date of submission of tenders. The clarifications so issued would form part of the tender and remain binding on all the Tenderers which shall be accepted and submitted by all the Tenderers along with their offer, duly signed by the authorised signatory on each page.

Format for sending queries:

Sr. No.	Page No. & Clause No.	Tenders Specification Requirements	Queries	Clarification From IPGPL
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**2.18 TENDER OPENING AND EVALUATION**

**2.18.1 OPENING OF TECHNICAL BID:**

Technical Bids of the tender, received up to closing time on stipulated date, shall be opened on the same day i.e. **15th February 2017 at 1530 Hrs at Conference Hall, IPGPL, Nirman Bhavan M.P. Road, Mazgaon, Mumbai- 400010** in presence of Tenderers' duly authorised representative, who may

wish to be present. The Tenderer -representatives who are present shall sign a register evidencing their attendance. Tenders shall be opened as per the following procedures:

- a) In the first instance the envelopes containing cost of tender document for the tenderers who have downloaded the tender document from web site will be checked and opened. Then the envelope containing covering letter and confirmation of submission of the tender as required (**Envelope - 1**) and EMD (**Envelope -2**) shall be opened and checked.
- b) Thereafter the Letter of application cum Tender form and Technical Bids i.e. Volume I of the tender document (**Envelope -3**) of those tenderers whose tenders are accompanied by EMD shall be opened. At the time of opening only the contents of the covering letter and salient details of Technical Bids as considered appropriate by the tender opening Officers shall be read out.
- c) The **envelopes containing the Price Bid i.e. Envelope 4, shall not be opened.** All the sealed Price Bids of the Tenderers shall be put in separate cover and sealed in presence of the Tenderer's representatives. The sealed cover containing Price Bids shall be kept in the safe custody of IPGPL to be opened at subsequent date as per the procedure.

#### **2.18.2 SCRUTINY AND EVALUATION OF THE TENDERS**

- a) In the first instance the documents submitted with the Technical Bid will be scrutinised to ascertain whether the Tenderer fulfils the requirements as stipulated in the Minimum Eligibility Criteria Clause 2.1.1. The tenderer who do not fulfil the Minimum Eligibility Criteria shall not be considered for further evaluation
- 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.
- c) After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Tenderer to influence the IPGPL or any officials in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Tenderer's bid.
- d) To assess the scrutiny, evaluation and comparison of tenders, the IPGPL may ask Tenderer individually for clarifications. Request for clarification and response thereto, shall be in writing or through FAX or e-mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Tenderer permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

#### **2.18.3 OPENING OF PRICE BID**

- 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.

- b) The Tenderers found to be responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Tenderers who are found to be responsive, shall be opened in the presence of authorised representatives of such Tenderers who wish to remain present.
- c) The Comparison and Evaluation of Price Bid for the award of contracts will be based on the lowest of the total landed cost of the Equipment quoted by the Tenderers covering CIF Price of the equipment (Forklifts) 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, alongwith, price quoted for imparting necessary operational & maintenance training to IPGPL personnel as per conditions of the Contract, cost of O & M Manuals and Training Manuals as per conditions of the Contract, service during **2 years guarantee/warranty period along with** comprehensive mandatory AMC for first (2) two years (Including Spare-parts), but excluding the cost of spare-parts listed in **Schedule 10** which is optional on the part of IPGPL.
- d) The Tenderer whose bid is accepted by the IPGPL shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid i.e. **Letter Of Acceptance (LOA)**, the Tenderer shall submit draft Contract Agreement in the format approved by the IPGPL as in the **ANNEX IV (volume-I)** of (Tender Document), and within (15) fifteen days thereafter, successful tenderer shall submit performance bank guarantee as per clause **3.39 (Vol-I)** of the tender document and **Annexure V Volume I**. Within a week of submission of Performance BG, the Contract agreement shall be signed between the IPGPL and the successful Tenderer.
- e) The Tenderer whose 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.

## **2.19 NOTIFICATION AND AWARD OF CONTRACT:**

Prior to the expiry of the prescribed period of tender validity or such extended time, the IPGPL shall notify the successful Tenderer with **Letter of Acceptance (L.O.A.)**, by a FAX, e mail followed by registered letter that his tender has been accepted. The notification of award shall constitute the formation of the Contract. The successful tenderer, at his cost shall prepare and submit to IPGPL five bound sets containing their technical offer and the various documentary transactions taken place between the employer and tenderer till the finalisation and award of the Contract.



### **3. GENERAL CONDITIONS OF CONTRACT**

#### **3.1 DEFINITION AND INTERPRETATIONS:**

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 3.1.1 “IPGPL” or “Employer” or “Company” means Board of Directors of India Ports Global Private Limited, a company incorporated on 22<sup>nd</sup> January, 2015, under Indian Company Act 2013, which herein after may be referred to also as “IPGL” (India Ports Global Limited).
- 3.1.2 “Contractor” means the firm, corporation or company whose tender has been accepted by the IPGPL and includes the Contractor’s servants, Authorised Distributor / Dealer / Licensee and workmen, personal representatives, successors and permitted assigns.
- 3.1.3 “Sub-Contractor” shall mean a person or persons to whom a part or full portion of the work has been assigned by the Contractor with information to IPGPL in writing.
- 3.1.4 “Contract” means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, special conditions, if any, drawings, specifications, Price Schedule and other annexure and Schedules etc., any amendments/clarifications thereto, Letter of Acceptance (LOA) and the Contract Agreement entered into between the IPGPL and the Contractor as per format given in Annex- IV of the tender document.
- 3.1.5 “Contract Price” means the sum named in the Letter of Acceptance subject to such additions thereto, or deductions there from, as may be made under the provisions of the Contract.
- 3.1.6 “Specification” means the specification referred to in the Tender document and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Employer.
- 3.1.7 “Site” means the land and other areas on, under, in or through which the Works are to be executed or carried, or any other places provided by the Employer for the purpose of the Contract.
- 3.1.8 “Works” means Design, Manufacture, supply, Installation, Testing, Commissioning & Guaranteeing the performance of Forklifts to be supplied at Multipurpose Terminal, India Ports Global Pvt Ltd, Shahid Behesti Port, Chabahar, Islamic Republic of Iran.
- 3.1.9 “Approved/Approval” means the approval in writing.
- 3.1.10 “Engineer-In-Charge” means the Project Manager, IPGPL, or any officer authorised.
- 3.1.11 “Drawings” means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer- In – Charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-In-Charge or any officer authorised
- 3.1.12 “Schedule” shall mean the schedule annexed to the tenderers bid.
- 3.1.13 “Tests on completion” shall mean such tests as are prescribed by the applicable Design Standards (latest editions), codes and described in the tender document, to be made by the Contractor before the equipment/items are supplied, delivered and taken over by the Employer.
- 3.1.14 “Writing” shall include any manuscript, typewritten or printed statement under or over signature and seal as the case may be.

- 3.1.15 "Defect Liability Period" has the meaning assigned in the clause no. 3.29 of the tender document (Vol. I).
- 3.1.16 "Month" means calendar month.
- 3.1.17 "Day" means calendar day.
- 3.1.18 "Letter of Acceptance" means the formal acceptance, made by or on behalf of the Employer, of the tender including any clarifications/amendments/adjustments or variations to the tender agreed between the Employer and the Contractor.
- 3.1.19 "Foreign currency" means the currency other than Indian Currency.
- 3.1.20 "Commissioning of Equipment" has the meaning assigned in clause no.3.37 of the tender document (Vol.I).

### **3.2 SINGULAR AND PLURAL:**

Words implying the singular only also include the plural and vice versa where the context required.

### **3.3 HEADINGS OR NOTES:**

The headings in these conditions of Contract and instructions to tenders shall not be taken to be part thereof, or be taken into consideration in the interpretation, or construction thereof, or of the Contract.

### **3.4 ENGINEER-IN-CHARGE AND HIS REPRESENTATIVE**

- 3.4.1 The Engineer-In-charge shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract.
- 3.4.2 The Engineer-In-charge may from time to time, in writing delegate to his Representative any of the powers, discretion, function and/or authorities vested in him and he may at any time revoke any such delegation. Any written decision, instruction or approval given by the Engineer In Charge to the Contractor in accordance with such delegation shall bind the Contractor provided always that:
- a) Any failure of the Engineer In Charge to disapprove any Plant/ workmanship shall not prejudice the power of the Engineer In Charge thereafter such plant or workmanship and to order the rectification thereof in accordance with these conditions;
  - b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer In Charge he shall be entitled to refer the matter to the officer above the rank of Engineer In Charge who will thereupon confirm, reverse or vary such decision.
- 3.4.3 Wherever by these conditions the Engineer-In-charge is required to exercise his discretion, by giving a decision, opinion, consent or to express satisfaction or approval, or to determine value or otherwise take action which may affect the rights and obligations of the Contractor, the Engineer- In-charge shall exercise such discretion fairly within the terms of the Contract and having regard to all the circumstances. If either party disagrees with the action taken by the Engineer-In -Charge he shall be at liberty to refer the matter to Appellate Authority with these conditions.

### **3.5 OBLIGATIONS OF THE CONTRACTOR**

- 3.5.1 The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and Contractual duties to be performed by them under this Contract as specified in the Scope of Work within the Time for Completion and provide all labour, including the supervision and security thereof, Contractor's Equipment necessary thereof and for carrying out his obligation, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall be fully responsible to the IPGPL for proper, efficient and effective discharge of their duties.
- 3.5.2 Contractor shall furnish bond in the form of Bank Guarantee towards the performance of the work as per clause 3.39 (Volume-I) of this tender document.
- 3.5.3 If the Employer shall consider himself entitled to any claim under the performance Guarantee he shall forthwith so inform the Contractor specifying the default of the Contractor upon which he relies. If the Contractor fails to remedy such default within 30 days after the receipt of such notice the Employer shall be entitled to forfeit to the extent of the loss or damage incurred by reason of the default.
- 3.5.4 The Contractor shall proceed with the Works in accordance with the decisions, instructions and orders given by the Engineer In-Charge in accordance with the condition of the Contract.

### **3.6 ASSIGNMENT AND SUBLETTING**

- 3.6.1 The Contractor may sub let the Works or any part thereof with prior intimation and approval from the Employer.
- 3.6.2 He shall neither assign his right and interest in these presents tender nor assume a fresh partner or partners, or dissolve the partnership existing between him in reference to this Contract without the written permission of the IPGPL
- 3.6.3 In the event of any activity being sub-contracted, the total liability and responsibility for meeting obligations and performance under Contract agreement shall rest with the Contractor. In the event of the Contractor contravening this condition, the Port shall be entitled to terminate the Contract forthwith and award a fresh Contract to some other party at risk and cost of the Contractor who shall be liable for any loss or damage which IPGPL may sustain in consequence arising out of such replacement of the Contractor. In such case the performance guarantee shall be forfeited.
- 3.6.4 Such consent, if any, shall not relieve the Contractor from any liability or obligations under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor or his servants, Authorised Distributor / Dealer / Licensee or workmen fully if they were the acts, defaults or neglects of the Contractor provided always that the provisions of labour or a piecework basis shall not be deemed to be sub-letting under this clause.

### **3.7 PATENT RIGHTS:**

- 3.7.1 The Contractor shall fully indemnify the Employer against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, Design, trademark or name, copyright or other protected rights in respect of any machine, plant, work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the Contractor in India, or elsewhere.
- 3.7.2 All payments, or otherwise shall be deemed to be included by the Contractor in the Prices named in the tender and shall be paid by him to whom they may be payable.
- 3.7.3 In the event of any claim being made or action brought against the Company in respect of any such matter as aforesaid, the Contractor shall be immediately notified thereof and he shall, with the assistance if he so requires of the Company, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from, provided that the conduct of such negotiations or litigations shall be conditional upon the Contractor giving to the Employer such security as shall from time to time, reasonably required by the Employer to recover the ascertained or agreed amount as the case may be of any compensation, damages, expenses and cost which might be payable by IPGPL in respect of or as result of any negotiation or litigation.

### **3.8 GENERAL OBLIGATION OF THE EMPLOYER**

In execution of the Works no person other than the Contractor, sub Contractors and his and their employees shall be allowed on the site except by the written permission of the Engineer In Charge or his authorised representative, but the Engineer in charge, his authorised representative, other authorities and officials of the Employer shall be afforded to inspect all facilities arranged by the Contractor at site.

### **3.9 CUSTOMS DUES, PORT DUES etc.**

- 3.9.1 The Contractor shall pay all 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. The tenderers shall make their own arrangements to ascertain the rates and charges in respect of landing charges etc. from the concerned authorities. The bidders are required to carry out their own due diligence.
- 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 customs department.
- 3.9.3 If available, Office space including electricity and water, as indicated by the tenderer shall be provided on chargeable basis.

3.9.4 **ROAD TAX, REGISTRATION & INSURANCE:** The Tenderer at his cost shall arrange for Registration of the equipment in the name of IPGPL, under Road Traffic Authority rules of local Government, as applicable, prior to deployment for operations. The necessary letters required if any, for Road Traffic Authority Registration, will be issued by IPGPL and all co-ordination in this regard shall be done by the tenderer. The tenderer shall pay for road tax, Road Traffic Authority registration fee and first party insurance for a period of initial one year for all Forklifts to be supplied under this tender. The cost towards Road Traffic Authority registration Road Tax, and First party insurance for a period of initial one year, if applicable, the same shall deemed be included in the cost quoted for the equipment. Tenderers may make their own arrangements to ascertain the relevant information from the concerned authorities on the payment of Road Tax, Registration and Insurance etc.

**3.10 SHIPMENT:**

- 3.10.1 In case of a foreign shipper, the shipment of the consignment shall be arranged by the Contractor.
- 3.10.2 It is necessary that adequate notice have to be given to the authorised forwarding agent regarding readiness of the cargo for the shipment.
- 3.10.3 The Bill of Lading should be drawn so as to show:
- 3.10.4 Shippers : Tenderers Nominee
- 3.10.5 Consignee: India Ports Global Pvt Ltd or its Iranian SPV.
- 3.10.6 The Contractor shall submit shipping list to the IPGPL for information.
- 3.10.7 The Bills of Lading should be made to order and bank endorsed. One of the original bills of lading should be sent directly to IPGPL for receiving the materials.

**3.11 PACKING AND MARKING FOR SHIPMENT:**

- 3.11.1 All equipment/spare parts required under this Contract shall be packed, securely placed and protected by the Contractor during transportation to Iran. Packing cases shall be of a size convenient for shipment for cases containing easily damageable articles. The Contractor will be held responsible for the improper packing and protection of the parts.
- 3.11.2 The cases, crates and packages shall be permanently branded and painted with the shipping marks. The marking shall be carried out with a view to the mark remaining unobliterated, when the consignment reaches destination but as a further precaution, a reproduction of the shipping marks shall be placed inside each case, crate and packages.
- 3.11.3 Packages or bundles, which cannot be permanently branded, shall have metal label, with the above particulars stamped or attached to them by strong wire.
- 3.11.4 Forklifts shall be supplied in fully erected and pre tested condition. However the bidder shall have the option of on-site erection delivery method. In any case, this 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.

### **3.12 COMPLETION PERIOD OF WORK :**

Under this tender IPGPL intends to invite price offer for acquiring Forklifts at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran.

The period of completion for total Works, under this Contract shall be as given below:

**Name of the work:** “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Forklifts at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran With a Total completion period of **9 (Nine)** months from the date of opening of Letter of Credit (LC).

### **3.13 RATES AND AMOUNTS INCLUDE ALL CHARGES:**

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. The tenderers shall make their own arrangements to ascertain the applicable rates in respect of Duties from the concerned Govt. Authorities. In case of the rates of other taxes, if any, payable, the tenderers are required to ascertain the same and quote element wise as given in the Price-Schedule under the item Other taxes, if any payable.

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.

### **3.14 ADDITIONS AND ALTERNATIONS :**

3.14.1 IPGPL may give instructions and directions as may appear (necessary and proper) to the IPGPL for the guidance of the Contractor and good and efficient execution of the Works under this contract without altering major conditions and scope of work of the Contract.

3.14.2 The Contractor shall receive, obey and be bound by the same according to the true intent and meaning thereof.

### **3.15 EXECUTION:**

The Contractor shall, in consideration of payments to be made to him as hereinafter provided, execute and do the Works set forth as described in the scope of the work and specifications, including any amendments to tender clauses.

**3.16 EXTRAS:**

Any extra expenses incurred in connection to the Works by the IPGPL in the performance of the Works owing to the neglect or omission on the part of the Contractor, in any of the case mentioned in this Contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as the IPGPL may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from him in such manner as the IPGPL may determine.

**3.17 USE OF GROUND:**

The Contractor shall be allowed to use such an area as in the opinion of the IPGPL may be absolutely necessary for the proper and efficient execution of Works. IPGPL shall provide the necessary support and assistance as possible and as deemed fit and on completion of Works or termination of his Contract; the Contractor shall clear away all his tools, plant, rubbish and other materials within a fortnight and hand over vacant and peaceful possession of the same to the IPGPL in a tidy and clean condition. The Contractor shall not be allowed to erect any structures on any property of the IPGPL.

**3.18 CONTRACT DOCUMENT MUTUALLY EXPLANATORY:**

3.18.1 The several documents forming the Contract are to be taken as mutually explanatory of one another and should anything appear in one that is not described in the other, no advantage shall be taken of any such omission.

3.18.2 In case of any discrepancies or inconsistencies however appear, or should any misunderstandings arise as to the meaning and of the specifications or drawings or as to the dimensions or the quality of the material or proper execution of the Works or as to the measurement or quality and valuation of the Works executed under this Contract or as extra thereupon, the same shall be explained by the Engineer-in-charge or his authorised representative.

3.18.3 The explanation of Engineer-in-charge or his authorised representative shall be final and binding upon the Contractor and the Contractor shall execute the Works according to such explanations, and without extra charge or deductions to/from the Prices specified in the bill of quantities and do all such Works and things as may be necessary for the proper completion of the work as implied by the specification and drawings, even though such work and things are not specifically shown and described therein.

**3.19 ACCESS TO SITE:**

The Contractor shall obtain prior permission of the IPGPL before any person connected with the Works visits the site. The Contractor shall abide by the regulations and rules of India Ports Global Pvt Ltd /Security agency at Islamic Republic of Iran in respect of entry/exit and movement in the premises and any other directives issued by the Government / Statutory Agency from time to time during execution of the contract.

**3.20 CONTRACTOR'S EQUIPMENT:**

- 3.20.1 The Contractor shall be responsible for supply, use and maintenance of all the equipment and he shall ensure that they are suitable for the work and are maintained in such a manner as to ensure their efficient working.
- 3.20.2 IPGPL may, if they deem fit, direct the Contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of the work to be replaced by equipment to their satisfaction. The Contractor shall immediately follow IPGPL's directions/instructions.

**3.21 EXISTING SERVICES:**

- 3.21.1 Drains, pipes, cables, overhead wires and similar services whether above or below the ground which may be encountered in the course of the Works shall be saved and kept harmless from injury and/or loss or damages by the Contractor at his own costs and expenses so that they continue to be in full and uninterrupted use to the IPGPL.
- 3.21.2 The Contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such or any services. The Contractor shall at his own costs and expenses and without any delay repair and make good to the satisfaction of the Employer, any injury and/or loss or damage caused by the Contractor to the same.

**3.22 LABOUR:**

- 3.22.1 The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof. Since time is the essence of this Contract, requisite number of labour force has to be kept, so as to complete the Installation, Testing and Commissioning of the equipment within the completion period as stipulated in the tender.
- 3.22.2 In the event of any outbreak of illness or an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- 3.22.3 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.
- 3.22.4 The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye law as including all statutory amendments and re-enactment of state, Central Government and Islamic Republic of Iran Government and other local authorities and any other enactment and acts that may be passed in future either by the State or the Central Government or local authority, including Labour Laws, Factories Act, Minimum Wages Act etc



- 3.22.5 If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the IPGPL is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the IPGPL shall be entitled to deduct the same from any moneys due or that they become due to the Contractor under this Contract or any other Contract or otherwise recover from the Contractor any sums which the IPGPL is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.
- 3.22.6 The Contractor shall pay the labourer engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rate of wages as may be fixed by the relevant statutory authority as fair wages for payable to the different categories of labourers or those notified under the Minimum Wages Act or applicable local laws of Islamic Republic of Iran for corresponding employees of the IPGPL.
- 3.22.7 **Safety Gears Etc.:** The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, IPGPL shall provide the same and recover the cost thereof from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

### **3.23 PLANT AND EQUIPMENT:**

The Contractor shall at his own costs and expenses provide all labour, plant, haulage, transportation of plant and equipment to be used for executing the Contract, all materials, stores etc required for efficiently carrying out and completing the work to the satisfaction of the IPGPL.

### **3.24 INSPECTION AND TESTING OF WORK AT CONTRACTOR'S AND SUB CONTRACTOR'S PREMISES:**

- 3.24.1 The Engineer In-charge or his Representative shall have at all reasonable time access to the Contractor's and sub-contractors premises/work site and shall have the power at all reasonable time to inspect, examine and test the materials & workmanship of the work during its Manufacture. The employer shall depute two engineers for inspection & testing at contractor's works and sub contractor's premises for which the necessary co-ordination & arrangements shall be made by the contractor at his cost. The contractor shall give at-least 30 (thirty) days' advance notice to the Engineer-In-Charge for each pre-shipment inspection.
- 3.24.2 The expenses of two engineers deputed for inspection of Forklifts to contractor's work shall be deemed to be included in the price of equipment. i.e. travelling from Mumbai to contractor's works and back, lodging & boarding, transportations at contractor's works etc. Only such works will be accepted for which the Engineer In-charge or his authorised representative may certify to be in strict accordance with the Contract.

- 3.24.3 The Engineer In-charge or authorised representative on giving seven days' notice in writing to the Contractor setting out any ground of objections which may have in respect of the work, shall be at liberty to reject all or any materials of workmanship in the subject of any of the said grounds of objection which are not in accordance with the Contract.
- 3.24.4 In all cases where the Contract provides for tests whether at the premises of the Contractor or any sub-Contractor or elsewhere, the Contractor except where otherwise specified shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded, to carry out sufficiently such tests of the work in accordance with the Contract and shall at all time facilitate the Engineer In-charge and his assistant to accomplish such Testing.
- 3.24.5 The cost of all tests and/or analysis affected at the Contractor's or sub- Contractor's work and on the installation site shall be borne by the Contractor. The cost of independent test and/or analysis which the Engineer In-charge or his authorised representative may cause to be made and which prove satisfactory shall be borne by the Contractor and also the Contractor will be called upon to pay all expenses incurred by the Employer in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.
- 3.24.6 Third Party Inspecting Agency shall certify the Forklifts before shipment at Contractor's site. The Contractor shall give the Engineer In-charge such reasonable notice of the progress of the work and shall intimate the tentative date of shipment & arrival at IPGPL well in advance. The contractor shall furnish a certificate issued by Third Party Inspection Agency towards "Ready to ship" prior to transportation of Forklifts from contractor's works.
- 3.24.7 The Forklifts without inspection, examination and Testing shall not be prepared for shipment or transportation, as the case may be, without the consent of the Engineer In-charge, as being ready for shipment or transportation. Such passing or consent shall not relieve the Contractor from the liability to complete the Contract Works in accordance with the Contract.
- 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 like Design verification including Structural Material, Welding, Sub-assemblies, Painting, Erection, Testing, Commissioning etc. and TPIA shall submit the certificates to Engineer In-charge or authorised representative at the time of shipment of the equipment or the parts of equipment and the same shall be submitted to the Employer before Commissioning of the equipment at site. The third party agency appointed shall also monitor the work progress reports at the contractor's works and report to the employer in addition to inspection reports.
- b)** The contractor shall provide following;
- i) All necessary documents required for execution of the job by TPIA as specified in the Scope of work for TPIA at Annexure-VII of Volume-I of tender document.
  - ii) Schedule for inspection during manufacturing, assembly, erection, testing and commissioning and requirement of inspectors from TPIA shall be communicated at least one month in advance.

c) In case, the scheduled inspection is cancelled due to the reasons attributable to the contractor, the fees of TPIA inspectors will be on contractor's account and same shall be deducted from the payment due to the contractor.

d) In case, the contract gets delayed due to the reasons attributable to the contractor, the fees of TPIA inspectors during the delayed period will be on contractor's account and same shall be deducted from the payment due to the contractor.

3.24.9 The scope of work of Third Party Inspection at Contractor's Works and Employer's site shall be as per the scope indicated at **Annexure-VII** of this tender.

A copy of tender document along with amendments & clarifications must be issued to the Third Party Inspection agency to understand the contract.

3.24.10 Third Party Inspection Agency shall submit fortnightly progress report to the Employer directly by e-mail.

### **3.25 TESTING OF EQUIPMENT AT CONTRACTOR'S AND EMPLOYER'S SITE**

3.25.1 The tests shall include operational and capacity tests. The capacity test for hoist motion shall be with an overload of 10% in excess of the rated working load. The date for operational and capacity test shall be set by the Contractor and shall be informed to Engineer-In charge in advance. The Contractor shall be responsible for any adjustments or corrections found necessary during the test.

3.25.2 The Contractor shall arrange to test the equipment for load test by a Competent Agency notified by competent authority at Employer's site and submit the certificate to this effect to the Engineer-In charge. The test load in containers required shall be arranged by the contractor at his cost and risk. The contractor shall produce the certificates issued by the competent authority for these test load / containers being used for load test at site.

3.25.3 Adequate strength of qualified & experienced engineers shall be deputed at work site to attend recurring faults on advice of the Engineer in Charge during the testing, commissioning & warranty period. The cost of the same shall be deemed to be included in the quoted price.

### **3.26 DRAWINGS:**

The Tenderer shall submit along with the tender, minimum one copy of each of the following drawings for new Forklifts.

3.26.1 General arrangement of the Forklifts offered with principal details and leading dimensions etc.

3.26.2 Schematic electric, electronic and programmable controller details.

3.26.3 Schematic arrangement of hoist & boom hoist wire ropes, Electric room and Machinery house arrangement etc.

3.26.4 General arrangement of the operator's cabin, clearly indicating the location of various controls and indicators.

3.26.5 Any other special features, which the bidder wishes to highlight

3.26.6 Diagram showing stage wise activities of the project.

3.26.7 All technical details of electrical infrastructure proposed for Forklifts.

Note: All dimensions of the drawings shall be in Metric units and all writings shall be in English.

### **3.27 TESTS ON COMPLETION AT EMPLOYER'S SITE**

3.27.1 On completion of fabrication of all items at the Contractor's premises and also when Installation/final adjustments at site are completed in accordance with the Contract, the Contractor shall give the Engineer In-charge notice in writing thereof and before making the tests on completion of 7 days' notice in writing of the date on which he will be ready to make the said tests in accordance with and in the manner prescribed in the specifications.

3.27.2 The tests on completion shall be made on each item when final adjustments and tests are completed at the Contractor's premises in the presence of Engineer In charge or his authorised representative if desired necessary, in accordance with the Contract and also when erection/Installation is completed at IPGPL site in accordance with the Contract.

3.27.3 If any portion of work fails under the tests to fulfil the Contract conditions, tests of the faulty portion shall, if required by the Engineer In-charge or by the Contractor, be repeated within reasonable time upon the same terms and conditions.

3.27.4 As per FEM, full load test has to be done at manufacturer's site in the presence of TPIA. The full load test shall also be carried out at the IPGPL site. The test shall be carried out by the Contractor at the time fixed by the Engineer In-Charge for the commencement of commercial operations and if in opinion of the Engineer In-charge the tests are being unduly delayed, the Engineer In-charge may, in writing, call upon the Contractor under three days notice to make such tests. The Engineer In-charge may proceed to make such tests himself, at the Contractor's risk and expense. If the Forklifts 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 at IPGPL site.

3.27.5 If the Contractor neglects to make the 'Performance test' (Acceptance Test) within the time stipulated by the Contractor, the Employer shall nevertheless have the right of using the Forklifts at the Contractor's risk until the 'Performance test' is successfully carried out.

### **3.28 REJECTION OF DEFECTIVE WORK:**

3.28.1 If the complete erection/Installation at site or any portion thereof before being taken over, under Clause 3.30 (Volume-I of Tender Document) is defective, or fail to fulfil the requirements of the Contract, the Engineer In-charge shall give notice to the Contractor setting forth particulars of such defects and the Contractor shall forthwith make the defective supply/plant/ Installation good, or alter the same to make it comply with the requirements of the Contract.

3.28.2 If Contractor fails to do so within a reasonable time, IPGPL may reject and replace the same at the cost of Contractor, the whole, or any portion of the work, as the case may be, which is defective or fails to fulfil the requirements of the Contract? The Contractor's full and extreme liability under this clause shall be satisfied by the payment to IPGPL, the extra cost, if any, of such replacement delivered and erected. Such extra cost being ascertained shall be deducted from the Contractor's bill.

3.28.3 If any supply of defective items shall have caused delay in the completion of the Contract so as to give rise to a claim for damage on the part of the IPGPL nothing contained in this clause shall interfere with or prejudice any rights of the Employer with respect to such claim.

**3.29 DEFECT LIABILITY PERIOD**

In this condition the expression 'Defect liability period' shall mean a period of **24 months** calculated from the date certified at the time of acceptance in accordance with clause 3.31 (Volume-I of Tender Document).

**3.30 DEFECTS AFTER TAKING OVER**

3.30.1 The Contractor within 4 weeks from the date of communication by the Engineer In charge, shall be responsible for making good at his expense any defect in or damage to any portion of the Works which may appear or occur during the defect liability period and which arises either:

- a) From any defective materials, workmanship or Design or
- b) From any act or omission of the Contractor done or omitted during the said period.

3.30.2 If any such defects shall appear or damage occur the Engineer- In –Charge shall forthwith inform the Contractor thereof stating in writing the nature of defect or damage. The provision of this clause shall apply to all replacements or renewals carried out by the Contractor to remedy defects and damage as if the said replacements and renewals had been taken over on the date they were completed to the satisfaction of Engineer In Charge. Replacements or renewals of parts shall be warranted for a period of 12 months from the date of replacement/ renewals OR completion of Defect Liability Period whichever is later.

3.30.3 If any such defect or damages were not remedied within a reasonable time, IPGPL may proceed to do the work at the Contractor's cost & risk.

**3.31 TIME OF ACCEPTANCE:**

The supply, delivery and Installation of the equipment/ items at site shall be deemed to have been accepted by IPGPL when the same shall have been installed, tested & commissioned and the Engineer-In-charge shall have issued the final acceptance certificate as per clause 3.35.4.

**3.32 TERMS OF PAYMENT:**

The payment due under this Contract shall be effected as per following;

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.

- (a) **First stage:** Initial advance up to 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. 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.
- (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 Other Insurance Company which covers all risk along with declaration of the contractor to this effect.  
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 of 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.
- (c) **Third stage:** 20% of CIF Price mentioned in LOA against Completion of commissioning of equipment and compliance of operation to performance test activities and on verification and certification by Engineer-In-Charge against commissioning of equipment and handing over of the Forklifts 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.

For the second, third and fourth stage payments under this clause, pro-rata payment shall be considered in case the contractor opts for staggered delivery schedule.

- 3.32.1 Training Charges: Charges for Training as mentioned in the LOA shall be paid after completion of Training of IPGPL Personnel and issuance of certificate for completion of training by Engineer In-charge, as per terms of Contract.
- 3.32.2 **Payments** towards Spare Parts / Tools as listed out at Schedule – 10(volume I), if applicable, shall be made in two stages as mentioned below;

A	50 % of CIF Price mentioned in the LOA against delivery of Spare parts and Special Tools as per the list attached at Schedule – 10 (volume I) at Employers Main Stores duly certified by the Engineer –In -Charge for receipt of the same.
B	50 % of CIF Price mentioned in the LOA on commencement of commercial operation of the equipment.

**3.32.3 Payment for rendering Warranty Support:**

Charges for rendering Warranty Support as mentioned in the LOA shall be paid after satisfactory completion of Warranty period as per clause 3.58 of the tender and issuance of certificate by the Engineer-In-Charge.

**3.32.4 Payment of Duties**

It may be noted that Custom Duty at Chabahar is exempted for IPGPL on import of ONLY those items / equipment appearing in the Price Schedule of this tender document other than it, payment related to Custom Duty (for overseas suppliers) and Excise Duty (for Indian suppliers) as per applicable rates paid by the Contractor on the imported Equipment/items and Indigenous Equipment/items respectively and which will become the property of IPGPL under the Contract will be reimbursed at actual to the Contractor against production of satisfactory documentary evidence. Such re-imburement on account of Excise/Custom duty/ taxes shall be limited to the total completion period as stipulated in the Contract for Supply and handing over of the Equipment/Items. In the case of any hike in the Excise/Custom duty/ taxes applicable beyond the stipulated Completion Period of the Contract, the hike amount shall not be considered by the Employer for re-imburement for whatsoever reasons. Similarly in case of any reduction in the Excise/Custom duty/ taxes applicable beyond the stipulated Completion Period of the Contract, the difference shall be refunded / deducted in favour of the employer. In case of payment of duties, all the co-ordination in this regard shall be done by the Tenderer or his local representative in case of a Foreign Supplier for getting necessary clearance from relevant authorities like Customs and Assessment of the Duty component.

**3.33 Payment of taxes and Levies:**

3.33.1 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.

3.33.2 Taxes and other levies under the heading “Other taxes if any, payable” in the Price **Schedule-11** of this Tender Document, shall be applicable. However if the tax applicable at the time of execution of the contract is less than quoted rates, the contractor shall claim only the tax at actual. Any increase in applicable taxes after submission of Bid will be considered for reimbursement in case the rate of the taxes is increased within the date of completion of the contract. Any increase in taxes after completion date shall be borne by the tenderer. The Contractor shall submit satisfactory documentary evidence before raising any claim in this regard.

### **3.34 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:**

Any claim for interest will not be entertained by the IPGPL with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of the IPGPL in making payment.

### **3.35 CERTIFICATE AND PAYMENT**

#### **3.35.1 Certificate of payment**

The Contractor may at the times and in the manner following apply for interim and final certificates as referred to in Clause 3.32 (Terms of Payment - Volume-I of Tender Document) for Forklifts shipped to the site and for work executed on the site.

#### **3.35.2 Certificate for receipt of Equipment at site**

Application for Certificate for receipt of Equipment at site may be made to the Engineer In Charge against arrival and safe unloading of Forklifts and spares at site, accompanied by certificate for ready to shipment issued by Third Party Inspecting Agency, inspection release note, certificate for receipt of all parts of entire equipment in safe condition at site by Third Party Inspection Agency, certificates from Marine Insurance Company(s)/Other Insurance Company which covers all risks and other documents as the Engineer In Charge may reasonably require. Application shall state the amount claimed and shall set forth in detail, in the order of the schedule of Prices, particulars of the equipment received at the site along with declaration of the contractor to this effect. The Engineer In Charge shall issue to the Contractor a Certificate for receipt of Equipment at site within 14 days after receiving an application thereof.

#### **3.35.3 Issue of Provisional Certificate:**

Application for Provisional Certificate for satisfactory commencement of commercial operations of Equipment may be made to the Engineer In-Charge against release of equipment for commercial operations accompanied by undertaking that the pending punch list items shall be attended within 6 weeks from the date of this application. The Engineer In-Charge shall issue to the Contractor the Provisional Certificate for Commercial Operations within 14 days after receiving an application thereof.

Subject to completion of requirements of clause 3.38 an application for Provisional Certificate for satisfactory commencement of commercial operations of Equipment may be made to the Engineer In-charge against release of equipment for commercial operations accompanied by undertaking that the pending punch list items shall be attended within 6 weeks from the date of this application. The Engineer In-charge shall issue to the Contractor the Provisional Certificate for Commercial



Operations within 14 days after receiving an application thereof along with punch list. If any works related to safety of the equipment are balance to be attended then even though the Forklifts are in operation the same shall not be declared as commercial operation but under Trial operation and at the risk and cost of the contractor till issue of Provisional certificate by the Port for accepting the Forklifts for commercial operations. During such time of trial operations the Insurance risk of the Forklifts will be responsibility of the contractor.

#### **3.35.4 Issue of Final Acceptance Certificate**

Application for Final Acceptance Certificate of Equipment may be made to the Engineer In Charge against satisfactorily attending of punch list items and after the Contractor has ceased to be under any obligation under Clause 3.5 provided that, if a Provisional Certificate has been issued in respect of any Section or Portion of the Works, the Contractor may apply for a separate final certificate at any time after the said obligation has ceased in relation to such Section or Portion. Where the Contractor has carried out replacements or renewals to the Works in compliance with Clause 3.30 the Contractor's obligations shall continue, but the right of the Contractor to apply for a final certificate other than for the replacements or renewals shall not be affected by that fact and after the Contractor has ceased to be under any obligation under Clause 3.30 in respect of the replacements or renewals he may apply for a final certificate in respect thereof.

If the punch list items are attended within 6 weeks from the date of issue of provisional certificate, then the Final Acceptance Certificate shall be issued with effect from the date of issue of Provisional Certificate and in case the punch list items are completed beyond 6 weeks from the date of issue of provisional certificate, then the Final Acceptance Certificate shall be issued with effect from the date of Application for Final Acceptance Certificate after verification of completion of punch list items by Engineer In Charge. The Engineer In Charge shall issue to the Contractor the Final Acceptance Certificate within 28 days after receiving an application thereof.

#### **3.35.5 Final Certificate conclusive**

A final certificate shall, save in the case of fraud or dishonesty relating to or affecting any matter dealt with in the certificate, be conclusive evidence as to the sufficiency of the Works and of the value thereof unless any proceedings arising out of the Contract whether under Clause 3.50 & 3.51 (Arbitration Dispute Resolution- Volume-I of Tender Document) or otherwise shall have been commenced by either party before the final certificate has been issued or within three months thereafter.

### 3.35.6 **Adjustment to Certificates**

If any sum shall become payable to the Contractor under the Contract otherwise than for work executed or Forklifts delivered, the amount thereof shall be included in the next certificate (interim or final) issued by the Engineer In charge, and if any sum shall become payable under the Contract by the Contractor to the Employer, prior to the issue of the final certificate, whether by deduction from the Contract Sum or otherwise, the amount thereof shall be deducted in the next certificate.

### 3.35.7 **Corrections and with-holding of certificates**

The Engineer In-Charge may in any certificate give effect to any correction or modification that should properly be made in respect of any previous certificate. Engineer In-Charge shall have power to withhold any certificate if the Works or any part thereof is not being carried out to his satisfaction.

## 3.36 **GUARANTEE PERIOD FOR NEW FORKLIFTS:**

3.36.1 The Forklifts to be supplied under this Contract shall be guaranteed for a period of **twenty four (24) months** towards satisfactory performance of each components. The steel structures and paintings & anti-corrosions application shall be guaranteed for a period of sixty (60) months and thirty six (36) months respectively and same shall be in force from the date of final acceptance of the Forklifts, under this Contract, by the Engineer-In-Charge. The Contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, Designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Engineer In-Charge who shall state in writing in what respect any portion is faulty.

3.36.2 If it becomes necessary for the Contractor to replace or renew any defective portions of the supply of the items under this clause, the provisions of this clause shall apply to the portions of the supply so replaced or renewed until the expiry of 12 months from the date of such replacement or renewal or the above mentioned or guarantee period of 24 months, whichever may be later. If any defects are not remedied within a reasonable time, the Port may proceed to do the work at the Contractors' risk and expenses but without prejudice to any other rights, which IPGPL may have against the Contractor in respect of such defects.

3.36.3 If the replacement or renewals are of such a character as may affect the efficiency of the items supplied, the Engineer In-charge shall have the right to give to the Contractor within one month of such replacement or renewal notice in writing the 'Test on Completion' be made in which case test shall be carried out as provided in Clause 3.27.4 (volume-I). Costs of all the tests shall be borne by the Contractor.

3.36.4 All inspection, adjustments, replacement or renewal carried out by the Contractor during the period referred in this clause shall be subject to the conditions of this Contract which shall be binding on the Contractor in all respects during the guarantee period and extended guarantee period if any.

### **3.37 COMMISSIONING OF NEW EQUIPMENT i.e. FORKLIFTS:**

- 3.37.1 Contractor shall complete the whole work such as Design, Manufacture, Supply, Installation, Testing and Commissioning of the Forklifts within a period stipulated in clause 3.12 (volume-I), from the date of issue of Letter of Acceptance.
- 3.37.2 Contractor shall arrange to commission the equipment after due Testing and approval of the Engineer In-Charge within a minimum period from the date of Installation of the equipment at Employers' site and this period shall be considered within the total completion period stipulated in clause 3.12 (volume-I) of Tender Document). All necessary testing materials, tools, slings etc. required for the Testing of the equipment shall be arranged by the Contractor at his own cost & risk. Since time is the essence of this contract, contractor shall ensure that requisite number of labour force / resources are made available at site, so as to complete the installation, testing and commissioning of all equipment at IPGPL site within the completion period of the contract.
- 3.37.3 Commissioning of equipment shall mean handing over of equipment for regular operations after completion of performance test for all the parameters specified in the tender (Vol-II), without compromising safety norms and satisfying all functional requirements without affecting the productivity of the equipment.
- i. Any punch item which is not affecting safety norms and functional requirements without affecting the productivity of the equipment shall be closed within six weeks from the date of commissioning of equipment and put in regular commercial operations to consider the date of commencement of regular commercial operations as the date of acceptance of the equipment.
  - ii. In case punch items are not closed within six weeks from the date of commissioning of the equipment, the date of closure of punch item shall be considered as date of acceptance. Defect liability period shall commence from the date of final acceptance of the equipment to be done

### **3.38 REMOVAL OF MATERIAL ON COMPLETION:**

The Contractor shall, on completion of the Works or when directed by the Employer, remove all plant, equipment, tools, materials, temporary constructions etc. and rubbish which may have been accumulated during the execution of the work, other than those permanently used into the Works, at Employer's site.

### **3.39 PERFORMANCE GUARANTEE BOND TOWARDS PERFORMNACE OF CONTRACT**

- 3.39.1 Within 30 days of the receipt of the notification of the award of Contract from the Employer, i.e. LOA, the successful Tenderer shall furnish to the Employer, a bond in the form of a Bank Guarantee (B.G), from a Nationalised/ Scheduled Bank, having their branch in Mumbai, for an amount equivalent to **10% of the Contract Price** (as indicated in LOA) guaranteeing the performance of the Contract, as per the draft Bank Guarantee form at **Annex-V** of this tender document. The validity of such bank guarantee issued, towards performance of the Contract, shall be up to the date of deploying the Forklifts (i.e. new Forklifts at Shahid Behesti Port, Islamic Republic of Iran) in regular commercial operations after successful completing all due tests and with a claim period of 3 months thereafter.

- 3.39.2 Failure of the successful Tenderer to submit the required Performance Guarantee shall constitute sufficient grounds for termination of the Contract & forfeiting the Earnest Money Deposit. The BG submitted towards performance shall be returned after deploying the Forklifts for regular operations and after receipt of performance BG towards defect liability period and upon making application thereof by the contractor.
- 3.39.3 **Performance Bond during Defect Liability period for new Forklifts:** After successful completion of the work, final Testing & Commissioning of the Forklifts and before handing over of the new Forklifts supplied to IPGPL under this contract, the Contractor shall submit a B.G, for an amount equivalent to 10% of the Contract Price towards guaranteeing the performance of the new Forklifts during defect liability period as per the draft Bank Guarantee form at Annex-V of this tender document. The validity of such bond issued shall be for a period of 24 months from the date of final acceptance certificate, with a claim period of 3 months thereafter. In this case, the para 1 of the BG format at Annex- V may be suitably worded indicating the work of contract for each capacity of new Forklifts only for this Guarantee.
- 3.39.4 **Performance Bond after completion of Defect Liability period for new Forklifts supplied :** The contractor shall submit a Performance Bond, in respect of new Forklifts supplied under this contract in the form of B.G for an amount equivalent to 5% of the Contract Price, towards performance of steel structures and painting, at least 30 days before the expiry of validity of bond mentioned under clause 3.40.3 (Volume-I of Tender Document) as per the draft Bank Guarantee form at Annex-V (Volume-I) of this tender document. The validity of this bond shall be for a period of 36 months, after defect liability period, with 3 months claim period thereafter. In this case, the para 1 of the BG format at Annex- V may be suitably worded indicating the work of contract for Forklifts as applicable only for this Guarantee.
- 3.39.5 In the event of failure of Contractor to ensure the performance of the equipment, during the guarantee period and not responding to the requirement of the situation as indicated in clause 3.37 (volume-I of Tender Document), of this tender document and if the Employer is compelled to encash the B.G to meet the situation, the Contractor shall revalidate the said guarantee for the suitable period as agreed by the Employer.
- 3.39.6 The bond submitted by the Contractor towards the performance of the equipment during defect liability will be returned to the Contractor after successful completion of the defect liability period, to the satisfaction of the Employer and on making an application thereof and submission of Bank Guarantee as per clause 3.40.4.
- 3.40. SECURITY DEPOSIT TOWARDS ADVANCE PAYMENT FOR OF CONTRACT (i.e. NEW FORKLIFTS):**
- 3.40.1.** The successful Tenderer shall furnish to the Employer, a security deposit in the form of a Bank Guarantee (B.G) from a Nationalised/Scheduled/International Bank, covered under section 2 (e) of the Reserve Bank of India Act 1974, having their branch in Mumbai for an amount equivalent to 110% of the advance amount to be made to the Contractor, for advance payment. Such B.G shall be as per the draft Bank Guarantee form at Annex-VI (volume-I) of this tender document, applicable for the first stage payment at clause 3.32. (a).

- 3.40.2** The Employer shall release advance as indicated in clause 3.32 (volume-I), Terms of Payment, of this tender document to the Contractor against submission of Security deposit in the prescribed form.
- 3.40.3** The B.G issued, towards security deposit of advance payment, shall be valid for a period of 2 months beyond the date of completion of the contract i.e. dates of Final Acceptance Certificate, with a claim period of 3 months. The B.G submitted by the Contractor under this clause will be returned to the Contractor after successful commencement of commercial operations of the equipment and on making an application thereof.
- 3.40.4** In the event of failure of Contractor to complete the work within stipulated period, the Contractor shall revalidate the B.Gs for an extended period as agreed by the Employer however this will not relieve the Contractor from the obligation of liquidated damages as indicated in clause 3.43 (volume-I) of this tender document.

**3.41 FORFEITURE OF SECURITY DEPOSIT**

IPGPL shall be entitled to encash the Bank Guarantee deposited by the Contractor / Contractors with IPGPL in the following event.

- a) In case of failure on the part of the Contractor/ Contractors, at any time, during the continuance of this Contract, to comply with any of the conditions herein contained, or
- b) In case of any breach of any portion of this Contract.

**3.42 INDEMNITY:**

- 3.42.1** Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor at all times during the progress of the work, the Contractor shall nevertheless be wholly responsible for all damages, whether to the Works themselves or to any other property of IPGPL, or to the lives, persons, property of others during the progress of the work.
- 3.42.2** In case any damage occurs to the existing structure due to the Contractor's operation, the same shall be made good by the Contractor at his own risk and cost. The areas, which are likely to be unsafe for use, shall be barricaded and all the necessary precautionary measures like displaying notices shall be taken by the Contractor, during Commissioning and Testing of equipment at site.

**3.43 LIQUIDATED DAMAGES:**

- (a) The Contractor has to Design, Manufacture, Supply, Install, Test, Commission and hand over the new equipment within the completion period as stipulated in **clause 3.12 (Volume-I of Tender Document)**.
- (b) In the event of failure on the part of the Contractor to commission the new equipment for any reason whatsoever within the stipulated period as mentioned above, an amount of per week shall be levied for delayed period as Liquidated Damages as stipulated below for the work of Design, Manufacture, Supply, Install, Test, Commission and hand over the new Forklifts at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran.
- (c) Except as provided in the Cl. no. 3.53 of GCC (Force Majeure), if contractor fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1 % per week or part thereof, of the total contractual price of the Goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of the percentage of 10% of Total Contract Price This does not absolve the contractor from his obligation of completion of whole of the work in an

expeditious manner. Contract price shall be inclusive of CIF price plus all taxes and duties payable for computing Liquidated Damages.

(d) Once the maximum LD is reached, the Employer may terminate the Contract pursuant to Clause no. 3.52. of the GCC. The maximum amount of liquidated damages shall be 10% of total Contract Price.

(e) The necessary Liquidated Damages shall be recovered by the Employer from any stage payment due to the Contractor.

### **3.44 INSURANCE OF WORK AT MANUFACTURER'S SITE FOR NEW FORKLIFTS:**

**3.44.1** Unless the Employer shall have approved in writing other arrangements, the Contractor shall, insure, so far as reasonably practicable the Works and keep each part thereof insured as may be mutually agreed between the Employer and the Contractor against all loss or damage from whatever cause arising, until the Forklifts are received at employer's site in good condition duly certified by the Third party inspection agency. The value of such insurance shall be at least equal to **110% of the contract price of new Forklifts excluding spare parts / tools cost.**

**3.44.2 Insurance during installation at employer's site :** The Contractor shall so far as reasonably practicable insure against the Contractor's liability in respect of any loss or damage occurring whilst the Contractor is at EMPLOYER'S site for the purpose of making good a defect or carrying out the tests on completion during the installation & commissioning of the equipment at employer's site or for the purpose of completing any outstanding work and against any loss or damage arising during the defects liability period from a cause occurring prior to the taking over of new Forklifts by the employer. For all practical purpose such insurance, during Defect Liability Period, shall be from an Indian Insurance Company. The value of such insurance shall be at least equal to **110% of contract price of the new Forklifts excluding spares parts/tools cost.**

**3.44.3** The Contractor shall from time to time when so required by the Engineer-In-Charge, produce the policy and receipts for the premium or premiums or satisfactory evidence of insurance cover. All monies received under any such policy shall be applied in or towards the replacement and repair of the Works lost, damaged or destroyed but this provision shall not affect the Contractor's liabilities under the Contract.

### **3.45 INSURANCE AGAINST THIRD PARTY LIABILITY (FOR NEW FORKLIFTS) at Employer site:**

**3.45.1** Before commencing the execution of work, the Contractor shall insure in the joint names of the IPGPL and the Contractor, covering Third Party Liability (TPL) against any damage or loss or injury which may occur to the equipment being installed or to any property or to any person (including property and employees of the Employer) by or arising out of the execution of the Works or temporary Works in carrying out of the Contract. The value of TPL policy shall be Minimum of USD 35,000 (USD Thirty five thousand only) against occurrence of each incidence. The Contractor shall revalidate the insurance coverage after each incidence and keep the insurance coverage till certification of completion.

**3.45.2** Such insurance shall be effected with any local insurance company as directed by IPGPL and in terms approved by the IPGPL & Tenderer shall submit the copy of policy of insurance to Engineer-In-Charge before arrival of equipment at site and shall be valid till Final Acceptance Certificate.

### **3.46 COMPENSATION:**

The Contractor shall indemnify IPGPL in the event being held liable to pay compensation for injury to any Contractor's servants or workmen under the any act of Islamic Republic of Iran or any other laws, acts or provisions as applicable and as amended from time to time and shall take out an insurance policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the Contract and produce the same before arrival of equipment to the

Engineer-In-Charge and shall be valid till issuance of Final Acceptance Certificate (FAC) for the contract.

### **3.47 DEFAULT OF THE CONTRACTOR:**

If the Contractor makes any default or on the happenings of anyone or more of the following events that is to say:

- a) If the Contractor without reasonable cause abandons the Contract or
- b) Suspends the carrying out of the Works for a reasonable time after receiving written notice from the IPGPL without any lawful excuse or fails to make proper progress with Works after receiving written notice from the Engineer –In Charge or
- c) Fails to proceed diligently with the work or
- d) Fails to give the IPGPL proper facilities for inspection of the Works of any part thereof for three days after receiving notice in writing by the IPGPL demanding the same or
- e) The Contractor has become insolvent or
- f) The Contractor has gone into liquidation or passed the resolution for winding up or
- g) Upon the Contractor making an arrangement with or assignment in favour of his creditor or
- h) Upon his assigning this Contract or
- i) Upon an execution being levied upon the Contractor's good or
- j) Upon winding up order being passed by the court or a Receiver or manager is appointed in respect of any of the property of the Contractor or
- k) Possession is taken by or on behalf of any holder of any debentures secured by floating charges of any of the property of the Contractor or
- l) Fails to complete all or any part of the Works during the time specified for completion of the Contract or such extended time as may be granted by the IPGPL.

IPGPL shall have every right to terminate the Contract after issuing 60 days' notice to the Contractor, on his omission or negligence or neglect or default or failure to comply with any of the condition of the Contract.

### **3.48 IPGPL'S LIEN**

IPGPL shall have a lien on over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the IPGPL to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever between the IPGPL and the Contractor.

### **3.49 SETTLEMENT OF DISPUTES:**

- 3.49.1 **ENGINEER IN CHARGE'S DECISION:** If disputes of any kind arises between the Employer and the Contractor in any connection with, or arising out of the Contract or the execution of the Works whether during the execution of the Works or after the completion and whether before or after

repudiation or termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of Engineer, the matter in dispute shall in the first place, be referred in writing to the Engineer In Charge. Such reference shall state that it is made pursuant to this clause. No later than thirty days after the day on which he receives such reference, the Engineer In-Charge shall give notice of his decision to the Contractor. Such decision shall state that it is made pursuant to this clause.

3.49.2 Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Engineer-In-Charge unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitrate award.

3.49.3 If the Contractor is dissatisfied with any decision of the Engineer In Charge or if the Engineer In Charge fails to give notice of his decision on or before the thirtieth day after the day on which he received the reference, then the Contractor may, on or before the seventieth day after the day on which he received the notice of such decision, or on or before the seventieth day after the day on which the said period of 30 days expired, as the case may be, give notice to the Employer, of his intention to commence arbitration, as hereinafter provided as to the matter in dispute. Such notice shall establish the entitlement of the party to commence arbitration, as hereinafter provided, as to such dispute no arbitration in respect thereof may be commenced unless such notice is given.

3.49.4 If the Engineer-In-Charge has given notice of his decision to a matter in dispute to the Employer & the Contractor and no notification of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the seventieth day after the day on which the parties received notice as such decision from the Engineer-In-Charge, the said decision become final and binding upon the Employer and Contractor.

### **3.50 AMICABLE SETTLEMENT:**

Where notice of intention to commence arbitration as to the dispute has been given in accordance with Clause 3.49 (Volume-I of Tender Document) arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably. Provided that, unless the parties otherwise, agree, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, whether or not any attempt at amicable settlement thereof has been made.

### **3.51 ARBITRATION**

Disputes if any, between IPGPL and the Contractor during the currency of the Contract or after the completion of the work or abandonment thereof shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996 (Amended in 2015) or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Contract. The disputes so raised shall be referred to a panel of two arbitrators, of which one



to be appointed by the IPGPL and other by the Contractor. The arbitration proceeding shall take place in Mumbai or at office of IPGPL, Mumbai only, and the same shall be under jurisdiction of High Court of Mumbai.

**3.52 TERMINATION OF CONTRACT:**

If the Contractor does not perform the Contractual obligations satisfactorily, as far as Commissioning the equipment for commercial use within stipulated time frame, the Contract is liable to be terminated after issue of notice of 60 (Sixty) days to the Contractor.

**3.53 FORCE MAJEURE:**

If the supply, Commissioning and Testing of equipment is hindered due to force majeure such as, war, riots, civil commotion, fire, epidemics, natural calamities, etc. such period shall be exempted from Completion period as mentioned in clause 3.12 (Volume - I) of this tender document.

**3.54 LABOUR LAWS:**

The Contractor shall comply with all the provisions of Islamic Republic of Iran or any other local authority or State regarding Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the Contractor for erection, testing, Commissioning of equipment.

**3.55 OUTBREAK OF WAR**

If during the currency of the Contract, there shall be an outbreak of war (whether war is declared or not) in any part of the world which, whether financially or otherwise, materially affects the execution of the Works the Contractor shall, unless and until the Contract is terminated under the provision in this clause contained, use his best endeavours to complete the execution of the Works, provided always that either the Employer or the Contractor shall be entitled, at any time after such outbreak of war, to terminate this Contract by giving notice in writing to the other, and upon such notice being given this Contract shall terminate, but without prejudice to the rights of either party in respect of any antecedent breach.

**3.56 MISTAKE IN CONTRACTOR'S DRAWING**

The Contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him, whether such drawings or other particulars supplied by him, have been approved by the Engineer In-charge or not.

**3.57 DEFAULT OF THE EMPLOYER**

In the event of the Employer:

- a) Failing to pay Contractor the amount due under Contract as per stipulated condition or

b) Interfering with or obstructing the written approval in this Contract, the Contractor shall be entitled without prejudice to any other rights or remedies to terminate his employment under the Contract by giving 90 (Ninety) days prior notice in writing to Employer.

### **3.58 WARRANTY**

During the 24 months of the Defects Liability Period the contractor shall post at least one competent, experienced and responsible Technical person who has experience of Erection, Testing and Commissioning of the Equipment, to co-ordinate and execute all works to be attended by the Contractor as per Contractual obligations. The cost for the same shall be deemed to be included in the services during guarantee period. The Contractor shall also authorize his technical representative to carry out monthly inspection and submit a monthly report before 10<sup>th</sup> day of succeeding month to the Engineer-In-Charge. The contractor shall quote for the cost of this service as per price schedule which shall be paid after satisfactory completion of 24 months of the Defects Liability Period as certified by the Engineer In charge.

### **3.59 WARRANTY SUPPORT**

The Tenderer shall submit warranty support programme, in detail, covering the methodology and approach which shall be adopted to ensure minimum failures and maximum availability of the Forklifts. The Tenderer shall provide details of his warranty program and after sales service capability including an organization chart, guaranteed response times to requests for technical assistance and spare parts and a 24-hour help line.

### **3.60 REFERENCES**

The Tenderers shall provide details of similar Forklifts that he has recently manufactured together with a list of customers who are willing to act as reference points.

### **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, Authorised Distributor / Dealer / Licensee, 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.

## SECTION – 4

### 4. ENVIRONMENTAL CONDITIONS AT CHABAHAR

#### 4.1. GENERAL

The Port is in a sheltered location with natural deep-water close offshore outside the Persian Gulf to the East of the Straits of Hormuz. The surrounding area is characterized by the sea, the atmosphere containing a lot of salt and small particles of sand. The humidity level in the region of the site is high. The region is regarded as one of the most humid of Iran.

The following is the summary of environmental conditions prevailing at the Site:

- |                             |                          |
|-----------------------------|--------------------------|
| • Maximum temperature       | 50 °C                    |
| • Average temperature       | 25 °C                    |
| • Minimum temperature       | 5 °C                     |
| • Average annual rainfall   | 108 mm                   |
| • Maximum annual rainfall   | 244 mm                   |
| • Average humidity          | 70%                      |
| • Maximum humidity          | 99%                      |
| • Climate description       | sea-climate              |
| • Prevailing wind direction | south                    |
| • Average wind              | 99% of the time < 15 m/s |
| • Maximum gust wind         | 44 m/s                   |

#### 4.2. TIDES AND STORM SURGE

##### **Tidal Levels with reference to Chart Datum**

- Mean o Higher High Water: MHHW +2.53 mCD
- Mean of Lower High Water: MLHW +1.93 mCD
- Mean Sea Level: MSL +1.61 mCD
- Mean of Higher Low Waters MHLW +1.28 mCD
- Mean of Lower Low Waters MHLW +0.69 mCD

##### **3. Quay and yard**

- New quay level: +5.00 mCD

The theoretical weight and maximum wheel loads for the Forklifts shall be declared by the tenderer

##### **Storm Surges**

Return Period (Year)	Max Storm Surge (m)
2	0.15
10	0.24
25	0.35
50	0.64
100	1.11

#### 4.3. WIND

Direction (Deg)	Speed (m/s) for Return Periods	
	1 in 50 years	1 in 100 years
0	12	13
30	13	13
60	17	18
90	16	17
120	20	22
150	19	20
180	16	17
210	19	20
240	20	21
270	25	27
300	18	19
330	13	14

The maximum gust speed for design shall be taken as 44m/sec.

#### 4.4. WAVES

Based on hydrodynamic and sedimentation studies report, the design wave heights ( $H_s$ ) and periods ( $T_p$ ) are as follows:

##### (a) Waves Generated within Chabahar Bay

Return Period	1 in 10 Years		1 in 25 years		1 in 50 years		1 in 100 years	
Direction °N	$H_s$ (m)	$T_p$ (Sec)	$H_s$ (m)	$T_p$ (Sec)	$H_s$ (m)	$T_p$ (Sec)	$H_s$ (m)	$T_p$ (Sec)
270	1.4	4.0	1.5	4.1	1.5	4.2	1.6	4.3
300	1.1	3.6	1.2	3.8	1.3	3.8	1.3	3.9
330	1.0	3.5	1.1	3.6	1.2	3.7	1.2	3.8

Source: Consultant's Analysis.

**(b) Deep Water Waves**

Return Period	1 in 1 year		1 in 10 years		1 in 25 years		1 in 50 years		1 in 100 years	
Direction °N	H <sub>s</sub> (m)	T <sub>p</sub> (sec)	H <sub>s</sub> (m)	T <sub>p</sub> (sec)	H <sub>s</sub> (m)	T <sub>p</sub> (sec)	H <sub>s</sub> (m)	T <sub>p</sub> (sec)	H <sub>s</sub> (m)	T <sub>p</sub> (sec)
120	2.33	6.17	4.1	6.8	4.6	7.3	5.0	7.6	5.3	7.8
150	1.09	5.22	5.1	7.7	6.8	8.5	8.3	9.1	10.5	9.7
180	3.24	7.94	4.6	7.3	5.1	7.7	5.5	8.0	5.8	8.2
210	3.05	7.35	5.0	7.6	5.8	8.2	6.3	8.5	6.8	8.9
240	2.73	7.06	4.1	6.9	4.6	7.3	4.9	7.5	5.2	7.7

Source: Analysis of British Meteorological Office data

**(c) Shallow Water Waves**

Return period	1 in 1 year	1 in 5 years	1 in 10 years	1 in 25 years	1 in 50 years	1 in 100 years
H <sub>s</sub> (m)	1.39	2.00	2.25	2.50	2.70	2.90
Direction °N	141	145	145	146	147	148
H <sub>s</sub> (m)	0.96	2.70	3.40	4.60	5.10	5.30
Direction °N	156	163	164	166	167	168
H <sub>s</sub> (m)	2.69	3.50	3.80	4.20	4.50	4.80
Direction °N	183	182	182	182	182	182
H <sub>s</sub> (m)	2.5	3.50	4.00	4.60	4.90	5.20
Direction °N	203	201	200	200	199	199
H <sub>s</sub> (m)	2.02	2.70	2.90	3.20	3.40	3.60
Direction °N	223	220	219	218	217	216
H <sub>s</sub> (m)	1.25	2.10	2.50	2.80	3.10	3.40
Direction °N	248	242	239	235	233	231

Source : Consultant's analysis

**4.5. CURRENTS**

Tidal current speed is in the range 0.1 ~ 0.3 m/s.

**4.6. RAINFALL**

	Rainfall (mm)
Maximum annual rainfall	244.4
Mean annual rainfall	108.2

#### 4.7. TEMPERATURE

Month	Jan	Feb	Mar	Apr.	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Item													
Ave. (°C)	19.20	20.44	23.53	26.57	29.57	31.50	30.80	29.68	27.55	27.43	24.09	21.20	25.98
Ave. Max (°C)	24.32	24.90	27.92	30.81	33.76	34.77	33.52	32.30	30.78	32.32	29.46	26.25	30.04
Ave. Min (°C)	15.10	16.09	19.14	22.32	25.40	27.92	28.08	27.11	24.31	22.56	18.74	16.17	21.91
Abs. Max (°C)	31.00	33.00	38.00	42.00	46.00	47.00	46.00	42.00	42.00	41.00	37.00	32.00	47.00
Abs Min (°C)	7.00	7.00	9.60	14.00	19.20	22.00	21.00	23.00	19.00	13.20	9.20	7.00	7.00

The maximum ambient temperature for design shall be taken as 50°C

The Minimum ambient temperature for design shall be taken as 5°C.

#### 4.8. HUMIDITY (As a percentage)

Months Time of Reading	Jan	Feb	Mar	Apr.	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
06:30	68.96	72.13	76.46	79.29	81.96	84.3	82.8 3	83.17	79.42	81.92	77.48	74.78	78.46
12:30	52.92	56.21	58	60.88	64.13	67.8	70.7 1	70.46	63.46	60.42	55.3	52.13	61.07

The maximum relative humidity for design shall be taken as 99%

## **Section 5**

### **COMPREHENSIVE ANNUAL MAINTENANCE (AMC) CONTRACT (INCLUDING THE COST OF SPARES and MANPOWER)**

#### **5.1 DEFINITION**

The comprehensive annual maintenance contract (AMC) means that the contractor has to carry out preventive maintenance of Forklifts and (as per the manufacturers' schedule) and breakdown maintenance/repairs, if any, inclusive of supply of spares and labour.

#### **5.2 AMC DURATION**

The contract covers a mandatory AMC period of 2 years which would be coterminous with the Defect Liability Period.

#### **5.3 Extension of AMC**

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.

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.

#### **5.4 Authorized Agency**

The Contractor shall have the option to appoint an authorized agency for providing AMC services, however, no separate contract shall be signed with the Authorized Agency and the responsibility for AMC lies with the Contractor.

#### **5.5 CONTRACT PRICE**

The rate for the AMC shall be quoted in USD/EURO/INR as per Schedule-11 Part 3 in the price bid document for each year from the time of commencement of AMC and remain frozen and will not be subject to any escalation for any reason whatsoever. The contract price for AMC shall be in USD/EURO/INR.

**The rate of AMC beyond the mandatory period of 2 years shall NOT be considered for the purpose of evaluation of tender.**

#### **5.6 PERFORMANCE GUARANTEE**

Contractor shall submit Bank Guarantee from a Bank for 10% of quoted amount for the corresponding period for which extension of AMC as per clause 5.3 of this section has been awarded. The validity of the guarantee shall be till the completion of AMC period with 30 days of claim period thereafter.

#### **5.7 CONTRACT AGREEMENT**

The contract covers mandatory AMC period of the first two years. In case, the employer exercises the option of extension of AMC services beyond 2 mandatory years as per clause

5.3 of this section, Contractor shall enter into a separate agreement for carrying out AMC for a corresponding period.

The contractor shall carryout all the functions as per the provisions of the agreement & in accordance with the laws of the Government of India and Iran wherever applicable as well as local Safety Rules and Regulation and all other applicable laws, rules and regulations from time to time and in accordance with prudent work practices.

## **5.8 CONTRACTOR OBLIGATIONS**

- i. Replacement cost of spares required for maintenance/ faulty spares/components, consumables during the tenure of Guarantee period, first two years of mandatory AMC period and during any extension of AMC period will be at suppliers account.
- ii. Consumable like Cotton-waste, Soap, Cleaning cloths, Detergent, Solutions, Taps, Anti-corrosion-fluid, cleaners, Liquid, CTC, Lub. Oil, Grease, Hyd., oil, lamps, luminaries, chokes, fuses etc., shall be included in the AMC. IPGPL will only supply fuel oil required for operation of the Forklifts, except that no other material will be supplied.
- iii. Sufficient stock of necessary spares like Filters, V-belts, valve seals, Hydraulics seals, Hydraulic Hoses, Oil separators, oil seal kit etc. required during the preventive, breakdown maintenance shall be included in the AMC
- iv. Contractor shall carry out all Preventive Maintenance as the Manufacturers Service Schedule/Maintenance plan. The Maintenance shall be carried out as per the Manufacturers standard procedure and according to the instruction manuals. The equipment has to be cleaned externally and internally by proper means, at least once in a month.
- v. Contractor has to keep and submit all records of the daily/preventive/breakdown inspection and maintenance of the equipment and at end of each month the contractor will submit the computerized log book, record of maintenance/repairs formats duly filled up as required by the Employer.
- vi. Recognize that all the assets covered under AMC system, tools, test equipments, manuals and other documents which are handed over to IPGPL while taking over/handing over of the Forklifts will be the property of the employers and not to dispose without the approval of the employer or any of the properties of the owner, unless such property shall be of no material value and not required for the AMC.
- vii. Prepare and submit to the employer a mobilization plan including Staffing, Materials Management Plan (MMP), Maintenance Management Plan covering condition-monitoring techniques, list of spares required.
- viii. Periodical Review of quantity in stock and adequacy of spares and arrange to procure the required spares, as per the MMP.
- ix. Review to update maintenance plans periodically, with intimation to owner and refrain from using Forklifts for purposes other than handling cargo at berths and to and from ships without prior intimation and permission of the owner.
- x. Install, run and update computerized inventory and maintenance control systems.
- xi. Establish emergency procedures, which shall include action during cyclone, fire, natural calamities and such exigencies etc.
- xii. As per requirement, calibrate and set meters, safety devices, protection devices, measuring instruments, gauges etc. periodically to ensure accuracy
- xiii. Make the Forklifts available timely for inspection by owner or other competent authorities



- xiv. Critical Spares shall be restored to original level at the time of completion of AMC or termination due to unsatisfactory performance
- xv. Assets handed over to the AMC contractor for any improvement in operation shall revert back to owner free of cost, subject to normal wear and tear
- xvi. The contractor shall engage duly qualified team (skilled and unskilled), any sub-contractor, etc, required for carrying out maintenance comprising of at least one engineer apart from others. The contractor has to post enough staff so that the Forklifts are looked after properly round the clock, the employer has got the right to request the contractor to increase the staff if not found sufficient. The contract Engineer will report to the Engineer In-Charge for day to day activity.
- xvii. The responsibility of the AMC Contractor includes procurement, stocking and use of maintenance spares as well as consumables required for satisfactory performance.

## **5.9 EMPLOYER OBLIGATION**

- a. On completion of erection work & commissioning of Forklifts adequate space for storage of spares, tools & tackles shall be provided by IPGPL free of cost at convenient location during guarantee period as well as for period of AMC. However additional accommodation for office purpose if required shall be provided on chargeable basis as per approved scale of rates.
- b. Water and electricity power will be provided by IPGPL FREE OF COST. However, all the arrangement for tapping the source of electricity and water at convenient point shall be made by the contractor.
- c. Cargo handling by these Forklifts will be carried out by the Forklifts drivers/operators of IPGPL or its local SPV. During maintenance, if required, Forklifts driver/operator will be provided, subject to availability.
- d. Residential accommodation at Iran for maintenance staff of the AMC contractor shall not be provided by the IPGPL.

## **5.10 PAYMENT TERMS FOR AMC**

- 1. Payment of AMC will be in USD/EURO/INR and will be released on satisfactory completion of each quarter subject to submission of required documents like log books, reports, data, amount due, deduction/s if any, etc.
- 2. Contractor is liable to pay all applicable taxes, duties, levies, VAT etc.

## **5.11 AVAILABILITY OF EQUIPMENTS**

The contractor is responsible for delay in making the Equipment available for operation during any failure/breakdown of Forklifts. During AMC period, each Forklifts should be available up to 90% of total hours per quarter (3 months).

## **5.12 PENALTY**

The penalty, if any, shall be deducted from the bill due in favour of AMC contractor at the time of payment, at the prescribed rate.

Any shortfall below 90% availability for each Forklift per quarter, a penalty of USD 150 per hour will be levied. Downtime of each Forklift shall be counted from the time Forklifts is reported to be in-operational due to any defect/fault in any system or component till it is handed over for cargo-handling operations.

#### 5.13 **SPECIAL CONDITIONS OF AMC CONTRACT**

- a. The contractor is liable to carry out all maintenance work including any failure/break down during operation with immediate intimation to the Engineer In charge of IPGPL and make the Forklifts ready for operation expeditiously by keeping all the maintenance staff round the clock
- b. No telephone communication etc will be provided by the IPGPL. Contractor has to arrange their own
- c. No vehicles/conveyances will be arranged for the maintenance staff/officials of contractors by the IPGPL. Contractors has to arrange a vehicle for his staff at his cost.
- d. All other condition of the Contract shall be as per GCC to be read with SCC

#### 5.14 **DISPUTES**

In the event of the two parties not agreeing on the repairs necessary, the question will be treated as a dispute and will be referred to a classification society such as LRS/IRS/Bureau Veritas and their decision shall be final and mandatory on the parties. The cost towards such expenses shall be borne by the Contractor as well as the Employer half each.

#### 5.15 **INSURANCE**

- I. The contractor shall be responsible to insure all his assets at site against damages including break downs, theft etc.
- II. No claim/compensation whatsoever will be entertained by the IPGPL for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's maintenance staff/officials. Contractor has to have his own arrangement of insurance for their staff and property at their own.

#### 5.16 **TERMINATION OF CONTRACT**

In case of the performance of the contractor is not found satisfactory; IPGPL reserves the right to terminate the AMC with one month notice. In such event Performance Bank Guarantee of the Contractor shall be encashed by the Employer.

#### 5.17 **TAKING OVER ON COMPLETION OF AMC**

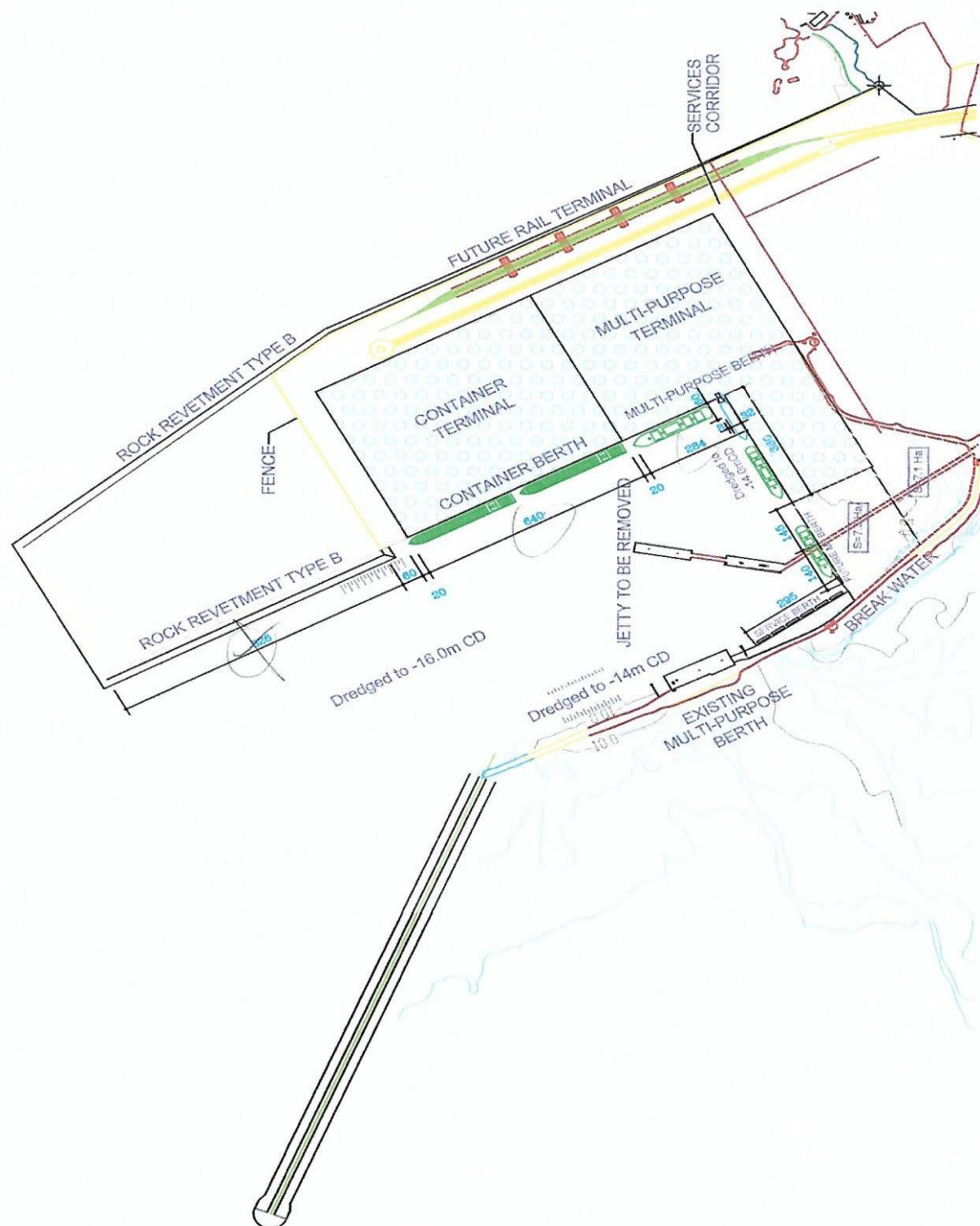
Six months prior to the closure of AMC, the owner and the contractor along with third party Inspection agency, shall meet to undertake upfront inspection to access the condition of the Forklifts and the repairs necessary to bring them to satisfactory working condition. The AMC contractor shall carry out all the repairs necessary for this purpose at his cost, provided the repairs are resultant to lack of proper maintenance or negligence on part of AMC contractor. However, Employer will bear the cost of repairs only if the repairs are resultant to normal wear and tear, expiry of the life of the component in natural way and also resultant to accidental damage caused by the operator during operation of the Forklifts. However, operator's negligence will not be loaded on contractor warranty. Both employer and the contractor will respect third party Inspection agency recommendation/s.

#### 5.18 **DRAWINGS.**

The drawing of jetty layout is attached as **Annexure – I**.

\*\*\*\*\*

ANNEX -I  
**LAYOUT MAP OF CHABAHAR PORT**



**ANNEX - II**  
**BANK GUARANTEE FORMAT FOR EMD**

KNOW ALL BY THESE PRESENTS THAT ----- (Name of the Bank), a Banking corporation carrying on banking business including Guarantees at Mumbai and other places and having its office at ----- Mumbai (hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) SEND GREETINGS:

WHEREAS The Board of Directors, of INDIA PORTS GLOBAL PVT LTD constituted under the COMPANY Act, 2013 (hereinafter called 'The Board' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) had invited tenders for -----  
- (hereinafter called Tender) as per Instruction to the Tenderers, General conditions of the Contract, scope of work, specifications and Price schedule covered under 'Tender No. -IPGPL/MHC/2017.-----  
-.

AND WHEREAS M/s ----- (hereinafter called the 'Tenderer') has offered to carry out the work under the said Tender.

AND WHEREAS under the conditions of the Contract, the Tenderer is required to give a Earnest Money Deposit in the form of Bank Guarantee from a Scheduled Bank having its branch in Mumbai for the sum of Rs. --  
----- (Rupees -----) / USD \_\_\_\_\_ ( US Dollar \_\_\_\_\_ )

AND WHEREAS M/s ----- have requested the Bank to furnish a Guarantee to the Board for the sum of Rs. ----- (Rupees -----) / US \$ \_\_\_\_\_ (US Dollar \_\_\_\_\_) which the Bank has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that the said Bank doth hereby stand surety for the said sum of Rs. ----- (Rupees -----) / US \$ \_\_\_\_\_ ( US Dollar \_\_\_\_\_ )

AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing without referring to M/s ----- (Name of the Tenderer) and without questioning the right of the Board to make such demand or the propriety or legality of such demand, such sum or sums not exceeding in the whole a sum of Rs. ----- (Rupees -----) / US \$ \_\_\_\_\_ ( US Dollar \_\_\_\_\_ ) as may be payable to the Board by the Tenderer by reason of withdrawing his Tender before the expiry of the day from the last date of the submission of the Tender or such time as may be extended by the Board to which M/s ----- have agreed in writing, or in the event of the tender being accepted by the Board and fails to enter into a Contract or to furnish Performance Guarantee as per

the terms of the Contract, in respect of which the decision of the Board shall be final and legally binding and the said Bank doth further covenant and declare that this security is irrevocable and shall remain in force up to and inclusive of the ----- (date) and if the Contract is not awarded 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 :

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

**AND THE BANK** further declares that notwithstanding anything to the contrary contained hereinabove, the Bank's liabilities under the Guarantee is restricted to Rs. ----- (Rs. -----) / US Dollars ----- ( US Dollar -----) and unless a demand in writing under the Guarantee is made with the Bank within the 3 months from the date of expiry i.e. by -----, all the rights of Board under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability there under :

Notwithstanding anything to the contrary contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees -----) / US D ----- ( US Dollar -----)

This Bank Guarantee shall be valid up to -----; and

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----

IN WITNESS WHEREOF, the duly constituted attorneys of the Bank has hereupto set his/their hands and seals on the ----- of -----2017.

SIGNED, SEALED AND DELIVERED

By the within named -----

Through it's duly -----

Constituted Attorney Mr. -----

& ----- in the presence of

**ANNEX –III**

**LETTER OF APPLICATION CUM TENDER FORM**

**To be submitted on company Letter Head by the Tenderer indicating full postal address, telephone number/s, fax number/s, email id, etc.**

**To,**

**Date:**

**India Ports Global Pvt Ltd**

**4<sup>th</sup> Floor, Nirman Bhavan,**

**M.P. Road, Mazgaon,**

**Mumbai-400010 – INDIA.**

**Sub:** Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Forklifts at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran

**REF: Tender No: IPGPL/Forklifts/2017**

**Sir,**

Being duly authorised and represent and act on behalf of M/s.\_\_\_\_\_ hereinafter called the 'Tenderer' and having fully understood Instructions to Tenderer/s, General Conditions of Contract, Scope of Work, Drawings & Specifications as given in the Tender Document and after visiting the Site, the undersigned hereby submits the Offer for the subject Works.

2. IPGPL and its representatives are hereby authorised to conduct any enquiry or investigations to verify the statements, documents & information submitted in connection with this Tender and to seek clarifications from our bankers & Clients regarding any financial, commercial & technical aspects. This letter of application will also serve as authorization to any individual or representatives of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourself to verify statements and information provided in this Tender, or with regard to the resources, experience, and competence of the Tenderer.

**3. IPGPL representatives may contact following persons for further information:**

<b>For General &amp; Managerial inquiries</b>	
Name of Contact Person	Mr Arun Kumar Gupta
Telephone number/s	022 69000430, 9833880764
Fax number/s	022 66566336
E-mail Id	<a href="mailto:md.indiaportsglobal@gmail.com">md.indiaportsglobal@gmail.com</a>

<b>For Technical inquiries</b>	
Name of Contact Person	Mr Ashok Gadkari
Telephone number/s	022 69000432, 9004762185
Fax number/s	022 66566336
E-mail Id	<a href="mailto:mt.indiaportsglobal@gmail.com">mt.indiaportsglobal@gmail.com</a> ,

<b>For Financial inquiries</b>	
Name of Contact Person	Mr Nitin Shah
Telephone number/s	022 69000433, 9769036703
Fax number/s	022 66566336
E-mail Id	<a href="mailto:cs.indiaportsglobal@gmail.com">cs.indiaportsglobal@gmail.com</a> ,

**4. This application is made in the full understanding that:**

- i. Tenders received from Tenderers will be subject to verification of all submitted information.
- ii We agree to abide by this Tender for the period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and may be extended at any time, if requested by IPGPL, before the expiry of the validity period as given in this Tender.
- iii Notwithstanding anything contained in this tender document, IPGPL reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.

- iv. If our Tender is accepted, we confirm to commence work from the date of issue of 'Letter of Acceptance' and to complete all Works in good condition within the completion period as stipulated in this Tender.
- v. If our Tender is accepted, we will furnish the Security Deposit and Performance Guarantee Bond for the due Performance of the Contract. The amount and format of such Guarantee will be in accordance with the subject Tender and Conditions of Contract.
- vi. We have independently considered the amount/rate shown as Liquidated Damages & Consequential Losses as penalty for delay in completion of Works and agree that the same represent a fair estimate of the damages/losses likely to be suffered by IPGPL in the event of delay in overall completion of the Work.
- vii. We have downloaded the tender form from web site and we hereby certify that we have not made any changes to the Tender Document either in words or in sentences or deleted or added any word or sentences from/to the tender document.

**5. The undersigned declares that the statements made & the information provided in the duly filled Forms are complete, true & correct in every detail.**

**6.**

**Witness**

<b>Signature</b>
<b>Name and Designation with company seal</b>
For & on behalf of (name of the Tenderer)

<b>Signature</b>
<b>Name and Designation with company seal</b>

**Witness**

<b>Signature</b>
<b>Name and Designation with company seal</b>
For & on behalf of (name of the Tenderer)

<b>Signature</b>
<b>Name and Designation with company seal</b>



## ANNEX - IV

### **FORM OF AGREEMENT**

THIS AGREEMENT made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN \_\_\_\_\_ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the party named and his heirs, executors and administrators or its successors and permitted assigns) of the one part and INDIA PORTS GLOBAL PRIVATE LIMITED, Mumbai incorporated by Companies Act 2013 being the successors (herein after called "The Employer") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part

WHEREAS the Board have accepted a tender by the Contractor for Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Forklifts at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz -
  - a) The said tender
  - b) The acceptance of tender
  - c) The conditions of Contract
  - d) The specification
  - e) The Price, schedule and all other schedules
  - f) The Contractor's specification and all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY CONVENANT with the Employer to Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Forklifts in conformity in all respects with the provision of the Contract.
4. The Employer HEREBY CONVENANT to pay to the Contractor in consideration of the Design, Manufacture, Supply, Installation, Testing, Commissioning and handing over the Forklifts, as per the Contract Price at the time and in the manner prescribed by the Contract.
5. IN WITNESS WHEREOF the Contractor that hereunto set his hand and seal and the Managing Director, India Ports Global PVT. Limited for an on behalf of the Board has set his hand and seal and the common seal of the Employer has been hereunto affixed the day and year first above written.

Signed, sealed and delivered

by \_\_\_\_\_ for and on behalf of the said

\_\_\_\_\_ in pursuance of a resolution of

The Board of Directors of the

\_\_\_\_\_

passed at a meeting held on

Managing Director

the \_\_\_\_\_ CONSTITUTED ATTORNEY

\_\_\_\_\_ or

The Common Seal of the Contractor was hereto affixed in the presence of

SIGNED, SEALED AND DELIVERED

by The Managing Director,

for and on behalf of the Board of Directors of

India Ports Global Private Limited

with the Common Seal of the Board

of Directors

## ANNEX -V

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

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

1. We -----Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Employer by reason of the Contractor's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding USD ----- (US Dollars ----- ---- only) / Rs. ----- (in words Indian Rupees -----)
2. We, ----- (Name of the Bank) undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
3. We, ----- further agree with the Employer that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Managing Director of the said Employer certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before the -----, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before ----- all your rights under this guarantee shall be

forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED HOWEVER that the Bank shall at the request of the Employer but at the cost of the Contractors, renew or extend this guarantee for such further period of periods as the Employer may require from time to time.

.5 We, ----- Bank further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Employer against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Employer or any indulgence shown by the Employer on the part of the Employer or any indulgence shown by the Employer on the part of the Employer or any indulgence shown by the Employer to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

.6 This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.

It is also hereby agreed that the Courts in Greater Bombay shall have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

We, ----- Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Dated ----- day of -----2017

For (Name of the Bank)

Signature

Seal Of

The Bank

(Name with Designation)

## ANNEX -VI

### **FORM OF BANK GUARANTEE (SECURITY DEPOSIT)**

#### **(For Advance Payment)**

- 1 In consideration of the India Ports Global Private Limited incorporated under Companies Act, 2013 (hereinafter called “The Employer” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Directors of India Ports Global Private Limited, its successors and assigns) has awarded the Contract for Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Forklifts at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran vide Board’s Managing Director’s letter No. -----, dated ----- (hereinafter called ‘the said Contract’) to ----- (Name of the Contractor) (hereinafter called the ‘Contractor’). Under the terms and conditions of the Contract, made between the Contractors and the Employer, the Contractor is bound to submit a Bank Guarantee towards security deposit, (against advance payment as per terms of contract ) for US D ----- (US Dollars ----- only) / Rs -----(Rupees-----) to Employer, we the ----- (Name of the Bank and address) (hereinafter referred to as ‘the Bank’ at the request of the Contractors do hereby undertake to pay to the Employer an amount not exceeding USD ----- (US Dollars ----- only) / Rs -----( Rupees-----) against any loss or damage caused to or suffered or which would be caused to or suffered by the Employer by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.
- 2 We ----- Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Employer by reason of the Contractor’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding US D ----- (US Dollars ----- only) / Rs -----( Rupees-----)We, ----- (Name of the Bank) undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
- 3 We, ----- further agree with the Employer that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Managing Director of the said Employer certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before the -----, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date

of expiry of this guarantee, i.e. on or before ----- all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED HOWEVER that the Bank shall at the request of the Employer but at the cost of the Contractors, renew or extend this guarantee for such further period of periods as the Employer may require from time to time.

- 4 We, ----- Bank further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Employer against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Employer or any indulgence shown by the Employer on the part of the Employer or any indulgence shown by the Employer on the part of the Employer or any indulgence shown by the Employer to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
- 5 This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.

It is also hereby agreed that the Courts in Greater Bombay shall have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

We, ----- Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Dated ----- day of -----2017

For (Name of the Bank) (Name with Designation)

Signature/ Seal of the Bank

## ANNEX –VII

<b>SCOPE OF WORK FOR THIRD PARTY INSPECTION AGENCY (TPIA) TO BE APPOINTED BY IPGPL</b>
--

1. Approval of Main Structure Analysis Results
  - a. Check for Design Criteria
  - b. Check for Stress Results
  - c. Check for Fatigue Stress
  - d. Check for Main Structure Drawings of: Girder, Boom, Girder Support Beam, Leg, Portal Beam, Sill Beam, Top Leg, Top Beam, Fore-Stay & Back-Stay, Leg Diagonal, Top Leg Brace, Boom Hinge, Boom Stop Girder.
  - e. Check the results and conformity with the technical specification of performance test.
2. Documents Review:
  - a. Technical Specification
  - b. Approved Construction drawings
  - c. Inspection and Test Plan
  - d. WPS/PQR-WPQR
  - e. NDE Procedures & NDE Personnel Certificates
  - f. DE Procedures & DE Personnel Certificates
  - g. Painting Procedure
  - h. Commissioning Procedure etc.
  - i. Review of raw material test certificate for compliance with code/specifications and identification of material with manufacturer's test certificate.
  - j. Review of heat treatment records carried out where applicable.
  - k. Examination of radiographs including review of radiographic technique and monitoring of other NDT requirements such as Ultrasonic, Magnetic particle and Liquid Penetrant testing are met with as per the relevant code/drawings/ QAP.
  - l. Review of test certificate for all critical items but no limited to for:
    - Bogies, Portal, Main girder and boom girder beam, Trolley & Loading devices
    - Long travel, Trolley traversing, Main Hoist, Boom Hoist
    - Motors, Controller, Main Cables, Other bought out components any other like anemometer, rail clamps, hold down devices, rail sweeper, all safety devices, wire ropes etc.
3. Material Verification:
  - a. Review Mill Certificate
  - b. Verify the material traceability records
  - c. Witness material test as per submitted QAP
4. Witness & Verification

- a. Witness Welder Qualification Test and certification by TPI
  - b. Fit-up: witness on critical parts and randomly spot witness for the others
  - c. Welding Process: monitoring/patrol inspection
  - d. Non Destructive Test: review NDT results, spot check on the calibration of equipment & verify the qualification of personnel
  - e. Final Inspection: witness on the final welds and dimensional/straightness
  - f. Sub-assembly: witness on the final welds, alignment, dimension.
  - g. Erection: witness on the final welds, final dimensional, bolt torque, leveling/straightness.
  - h. Painting: witness on the surface preparation (after sand blasting), painting procedure and randomly spot check on the final DFT.
  - i. Testing:-
    - i) Electrical: review continuity check & megger test; verify electrical equipment installation etc.
    - ii) Mechanical: witness alignment/installation, bolt torque, greasing/lubricating, idle running test, etc.
  - j. Commissioning: witness on all testing as per approved commissioning procedures, including load test.
  - k. Witness assembly of all the primary structural with the machinery and electrical equipment, spreader and safety devices at site.
  - l.
5. Documentation & Certification
- a. Submit FORTNIGHTLY inspection report to IPGPL
  - b. Certification of parts of the Forklifts before shipment to berth as per tender.
  - c. Certification of completion of installation & erection activities as per tender.
  - d. Certification of the Forklifts for meeting the FEM classification and requirements as per TPIA.
  - e. Certification of the Forklifts for “Ready to ship” prior to shipment from contractor’s site indicating that all the tests are successfully carried out as detailed in the tender document as per clause 27 (Vol-II).
  - f. Certification of completion of commissioning & testing as per contract.
  - g. Stamping and issue of certificates.



## SCHEDULE 1

### GENERAL INFORMATION

#### Page1/2: Schedule -1

All individual firms submitting the tender must complete the information in this form.

1.	Full name of the Firm:	
2.	Head Office address:	
3.	Contact person name at Head office:	
4.	Telephone number/s:	
5.	Fax number/s:	
6	E-mail Id	
7.	Branch Office address, if any:	
8.	Contact person name at Branch office:	
9.	Telephone number/s:	
10.	Fax number/s:	
11.	E-mail Id	
12.	Works address:	
13.	Contact person name at Works:	

**Page 2/2: Schedule -1**

<b>14.</b>	<b>Telephone number/s:</b>	
<b>15.</b>	<b>Fax number/s:</b>	
<b>16.</b>	<b>E-mail Id</b>	
<b>17.</b>	<b>Place of Registration/Incorporation:</b>	
<b>18.</b>	<b>Year of Registration/ Incorporation</b>	
<b>19.</b>	<b>Details of Mainlines of Business:</b>	
	<b>i.</b>	<b>Since</b>
	<b>ii.</b>	<b>Since</b>
	<b>iii.</b>	<b>Since</b>
	<b>iv.</b>	<b>Since</b>
	<b>v.</b>	<b>Since</b>

**Signature & seal of the Tenderer**

## **SCHEDULE 2**

### **FINANCIAL DATA**

#### **Page: 1/2 Schedule 2**

Tenderers should provide financial information as detailed below to demonstrate that they meet the Qualifying requirements for shortlisting. Each Tenderer must fill the information in this format only. If required, you may use separate sheets to provide complete financial information.

**In support of submitted information, copies of Audited 'Balance Sheets' and 'Profit & Loss account' statements for last three (03) years must be attached.**

#### **A: Banker's Details:**

<b>Name of the Banker</b>  <b>In Full</b>	
<b>Address of Banker</b>	<b>Telephone No:</b>
	<b>Fax No:</b>
	<b>Contact Person name:</b>

#### **B: Summaries of actual assets and liabilities for the last 03 years**

Financial information in	Previous three years		
	2013-2014	2014-2015	2015-2016
1.Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5.Turnover			

6. Profit before Taxes			
7. Profit after Taxes			

**C: Specify sources of credit lines to meet the cash flow demands till overall completion of the order in below mentioned format**

	<b>Sources of credit lines</b>	<b>Amount</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		

**D: Income tax and Sales tax details (For domestic suppliers):**

<b>1. Permanent Income-Tax Account Number (PAN)</b>	
<b>2. Sales tax registration number</b>	

(Kindly enclose copies of supporting documents for above information)

Signature & Seal of the Tenderer

### **SCHEDULE 3**

#### **WORK SCHEDULE**

##### **Supply Forklifts.**

- 3.1 Work schedule for design and manufacturing of the Forklifts at work. (A bar chart/CPM/pert for the entire completion period)
- 3.2 Shipment Schedule.
- 3.3 Unloading Schedule.
- 3.4 The time required for mobilizing the equipment at Chabahar Port including details of transportation, Installation, Commissioning & Testing of equipment
- 3.5 Manpower deployment during Installation, Testing and commissioning phase
- 3.6 Tenderer can indicate the minimum length of berth and period that will be required for Installation, Commissioning & Testing of the new Forklifts at site, Chabahar Port.
- 3.7 Requirement for office space and other facilities if any to be provided by the IPGPL/ Chabahar Port during Installation, Testing and Commissioning period.

Signature & Seal of the Tenderer

**SCHEDULE 4**  
**TRAINING SCHEME**

The Tenderer shall describe in detail the training scheme that he is proposing for technicians, operators and supervisory personals of the Employer for efficient functioning of the equipment to be supplied by him. The scheme shall indicate the nature and duration of training required for various categories of personnel. The following particulars shall be furnished in the format given below: -

Sr. no.	Designation of each personnel and area of Training assignment.	Name and short resume showing experience of persons	Recommended no. of person to be trained in each category	Duration of training for each category

Signature & Seal of the Tenderer

## SCHEDULE 4 A

### TRAINING SCHEDULE

#### 1. TRAINING OF FORKLIFTS OPERATORS AND MAINTENANCE PERSONNEL:

##### 1.1 GENERAL:

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

##### 1.2 TRAINING SESSIONS:

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

Location	Details	Total Training days
At the works of Contractor.	A) <b><u>Control Systems &amp; Maintenance / Trouble Shooting / Repairs</u></b> (total 04 Engineers in two batches of 02 Engineers in each batch)	20 (each batch of 10 days)
	B) <b><u>Mechanical / Hydraulic System</u></b> (total 04 Engineers in two batches of 02 Engineers in each batch)	20 (each batch of 10 days)
At employer's site after arrival of equipment, in classroom.	<b><u>Mechanical / Hydraulic System</u></b>	4
	<b><u>Electrical / Electronic Control Systems &amp; Maintenance / Trouble Shooting / Repairs</u></b>	4
	<b><u>Forklifts Operations / Mechanical / Hydraulic System Electrical / Electronic Control Systems</u></b>	4



On site in Forklifts at IPGPL	<b><u>Mechanical / Hydraulic System</u></b>	2
	<b><u>Electrical / Electronic Control Systems &amp; Maintenance / Trouble Shooting / Repairs</u></b>	2
	<b><u>Forklifts Operations:</u></b>  <b>i) Economical Driving &amp; Lifting Techniques.</b>  <b>ii) Improving Knowledge of RPM v/s Torque.</b>  <b>iii) Interpreting Information Provided on the Display.</b>  <b>iv) How the Driver can affect Fuel Consumption &amp; Emissions.</b>	5

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

## **SCHEDULE 5**

### **QUALITY ASSURANCE PLAN (QAP)**

All stages of execution of the work shall be governed by Quality Assurance Procedures that shall comply with or better requirements of ISO standards. Tenderer shall submit in substantial detail a quality assurance plan indicating all activities step by step at various manufacturing/fabrication/construction premises including site to carry out to meet the requirement of this specification and International standards/regulations/practices to enable comprehensive assessment of its merit and reliability. This shall also indicate tentatively at what stages of manufacturing/ fabrication/construction of all items he proposes the customer control points according to which the inspection by the Employer and Engineer-In Charge could be planned.

The bidder must provide QAP for all items except for those which are bought out items from various suppliers. QAP of the same may be provided at an appropriate stage.

**QAP shall incorporate monitoring, inspection, Testing and Review as per the scope of Third Party Inspection Agency (TPIA) as given in the Annex VII of tender document.**

Signature & Seal of the Tenderer

## **SCHEDULE 6**

### **DETAILS OF INSTRUMENTS**

#### **FOR TESTING & QUALITY CONTROL**

Tenderers are advised to furnish details regarding instruments that he will be using for 'Testing & Quality Control' till completion of the subject Work. The information in this regard should be submitted in below mentioned format and separate sheets may be used to furnish necessary details, if required.

<b>Sl. No.</b>	<b>Brief Description &amp; specifications of Testing &amp; Quality Control Instruments</b>	<b>Qty</b>	<b>Year of Installation</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Signature & Seal of the Tenderer

## SCHEDULE 7

### SUB-CONTRACTORS

The Tenderer shall submit the name, address of persons, firms or companies, proposed by him as sub Contractors for carrying out the work under the Contract together with particulars of work to be carried out by each party. Written confirmation from sub Contractor shall be submitted along with the tender.

Sl. No.	Section of Works	Name and address of the proposed Supplier/sub-contractor	Name & Location of the Organisation previously supplied/worked
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

Signature & Seal of the Tenderer

## **SCHEDULE 8**

### **ARRANGEMENT FOR SPARE PARTS**

Tenderer shall submit following information pertaining to availability of spare parts

<b>1</b>	Name, address and Contact Number of Service Centres of tenderers firm with spare parts stock in India/Iran.	
<b>2</b>	The address of the dedicated website through which order for spare parts can be placed.	
<b>3</b>	Minimum number of days, on intimation, a service Engineers of tenderer's firm for this particular Equipment is available on site.	

**Signature & Seal of the Tenderer**

## SCHEDULE 9

### STATEMENT OF DEVIATIONS

1. The following are the particulars for deviations from the requirements of the Tender specifications:

Clause Ref.	Proposed Deviations	Justification for proposed deviation.

2. The following are the particulars for deviations from the requirements to the instructions to Tenderers and Conditions of Contract:

Clause Ref.	Proposed Deviations	Justification for proposed deviation.

Signature & Seal of the Tenderer

- Note- 1. Where there are no deviations, the statement should be returned in duly signed manner with an endorsement indicating no deviations.**
- 2. The Tenderer shall indicate the Price adjustment in terms of percentage against each deviation, which he may like to add to the Tender Price for withdrawing his deviation, if the same is unacceptable to the Employer.**
3. In case of no submission of price-adjustment against any deviation, it will be deemed acceptance by the contractor without any price adjustment.

Signature and seal of the Tenderer

**Schedule -10**

**LIST OF SPARE PARTS/ Tools to be supplied under this contract.**

**Consolidated List for Forklifts to be submitted separately.**

Supply of Spare parts shall be separate from scope of this tender and **not taken for evaluation of the bids.**

**I. SPARES:**

Details	Spares	Qty
---------	--------	-----

To be filled in by tenderer as per Clause No. 11 & 12 of Vol. II, for each type of Forklifts Separately.

## **SCHEDULE 10 A**

### **OPERATIONS AND MAINTENANCE MANUALS**

#### **1 OPERATING AND MAINTENANCE (O&M) MANUAL**

- 1.1 The contractor shall provide an operating and maintenance (O&M) manual which will cover the operation, lubrication, maintenance and inspection of the Forklifts including routine and major maintenance of mechanical and electrical components. Routine and major inspection of the structure shall be covered by the structural maintenance manual. Detailed electrical record drawing shall be included with each O&M manual.
- 1.2 The O&M manual shall be durable and hardbound with properly indexed for easy reading. The contractor shall furnish 6 sets of O&M manuals with the supply of Forklifts. The contractor shall also provide O&M manual on a CD for reference. These manual shall be supplied 15 days before commencement of training schedule and commissioning of the equipment at employer's site. The O & M manuals shall consist following;
  - .1 A fully detailed as constructed manufacturing specification of the Forklifts and equipment including, without limitation:
    - Drawings and diagrams where appropriate including electrical diagrams and hydraulic schematics.
    - All materials and component parts test certificates
    - A schedule of third party supplied components.
    - A schedule of spare parts provided under the contract.
  - .2 A fully detailed as constructed performance specification of the Forklifts and equipment including, without limitation:
    - Wheel loading
    - Operating speeds and limitations
    - Commissioning test results including current readings
    - Statutory test certificates
  - .3 A fully detailed operating and maintenance manual for the Forklifts, equipment and component parts including without limitation:
    - Setting up and testing procedures
    - Operational duties and restrictions
    - Maintenance and replacement schedules.



**Schedule 11. i.e. Format of PRICE SCHEDULE-Part I**  
**(Tender No. IPGPL/FORKLIFTS/2017)**

**Name of Work:** Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Forklifts at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran.

S r . N o	Description (Part I)	Price Quoted for new Forklifts (In USD/EURO/INR)		
		Currency	In Figures	In words
<b>1.</b>	<b>Equipment</b>			
	(A) CIF price for Design, Manufacture, Transportation and Supply of <b>Forklifts</b> to IPGPL, Shahid Behesti Port, Chabahar including Transit / Marine Insurance (as per technical specifications given in Volume-II of the tender). i) 15 Ton Capacity Forklifts-Two (02) Nos. ii) 07 Ton Capacity Forklifts-Three (03) Nos. iii) 3 Ton Capacity Forklifts-Five (05) Nos.			
	B) All Other taxes, if any, payable (each element to be quoted separately)			
<b>2.</b>	<b>Service component</b>			
	A) Price for Training fee for imparting operational & maintenance training, as per the Tender document and as per training schedule provided in <b>Schedule 4 &amp; 4 A.</b>			
	B) Price for providing 06 sets of operation and Maintenance manuals (prepared in accordance with the requirement provided as per <b>Schedule 10 A</b> ) and "As-built" drawings and spare parts catalogue as per tender conditions.			
	C) Price for providing 04 sets of Training manuals.			
<b>3.</b>	Price for rendering warranty support as per tender conditions.			
<b>4.</b>	<b>AMC Charges for Mandatory Period of Two (02) Years.</b>			
	<b>First Year</b>			
	<b>Second Year</b>			
	<b>TOTAL OF 1 TO 4 : TOTAL Landed Cost of Forklifts (PRICE SCHEDULE-11 PART-1)</b>			

**Note:** Tenderer shall submit their offer for the entire work. Partial offer by any tenderer shall be rejected.

Name, Designation and Signature of  
Tenderer with company seal & date.

Name

Signature of witness

**PRICE SCHEDULE 11 Part II**

**For Supply of Spares and Tools**

**(Tender No. IPGPL/ Forklifts /2017)**

A complete list of spare parts and special tools as required for 5000 running hours of operation of the Forklifts with quantity, unit price and total amount to be paid by the employer shall be given in the following format.

**A) Spare Parts &Tools**

Sr. No.	Description	Qty	Manufacturer' s Name and Model Number	Country of Origin	CIF price (In USD/EURO/INR)				
					Currency	Unit rate quoted		Total amount quoted	
						In Figures	In Words	In Figures	In Words
1.									
Grand Total (Price Schedule II)									

**Note: It shall be mandatory for the contractor to fill in this schedule. However, the same shall NOT TO BE TAKEN FOR EVALUATION OF THE BID.**

**Separate sheets for Forklifts to attached.**

**Name and Signature of Tenderer**

**Name and Signature of Witness**

**Schedule 11 – Part III**

**Schedule of Prices for Comprehensive Annual Maintenance Contract (AMC)**

<b>Sr. No.</b>	<b>Year</b>	<b>AMC Charge (In USD/EURO/INR)</b>		
		<b>Currency</b>	<b>In Figures</b>	<b>In Words</b>
1	Third Year			
2	Fourth Year			
3	Fifth Year			
4	Sixth Year			
5	Seventh Year			
6	Eighth Year			
7	Ninth Year			
8	Tenth Year			
	<b>TOTAL</b>			

**Note: It shall be mandatory for the contractor to fill in this schedule. However, the same shall NOT TO BE TAKEN FOR EVALUATION OF THE BID.**

**Signature of the Tenderer**

## **SCHEDULE 12**

### **INTEGRITY AGREEMENT**

**This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of 2017**

**Between**

**“India Ports Global Limited, (IPGL) (Hereinafter referred to as "The Employer", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)**

**And**

**..... (Hereinafter referred to as "The Bidder/Contractor" which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)**

#### **Preamble**

WHEREAS the Employer intends to award, under laid down organizational procedures, Contract for “Project Management and Advisory Services for operation of two terminals at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran.”

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### **Section 1 – Commitments of the Employer**

(1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles;

- a. No employee of the Employer, personally or through family members will be in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b. The Employer will, during the tender process treat all Bidder(s) with equity and reason. The Employer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Employer will exclude from the process all known prejudiced persons.
- (2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or is in violation of the principles herein mentioned or if there will be a substantive suspicious in this regard, the Employer will inform the relevant Vigilance Authority and in addition can be initiate disciplinary action as per its internal laid down policies and procedures.

## **Section 2 - Commitments of the Bidder(s)/Contractor(s)**

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and Authorized Distributor / Dealer / Licensee) adhere to the highest ethical standards, and report to the IPGL all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not directly or through any other person or Consultant/Consulting firms/Consortia,, offer, promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to. In order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submissions or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the Bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition, or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals/bids and business details including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Distributor/Authorized Dealer/Licensee in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Distributor/Authorized

Dealer/Licenser, if any. Either of the Indian Distributor/Authorized Dealer/Licensee, on behalf of the foreign principal or the foreign principal directly could bid in and he shall not be allowed to quote on behalf of another employer along with the first employer in a subsequent/parallel tender for the same item

- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Consultant(s) will not, directly or through any other person or Consultant/Consulting firms/Consortia indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Consultant(s) will not, directly or through any other person or Consultant/Consulting firms/Consortia use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Section 3- Disqualification from tender process and exclusion from future contracts.**

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Consultant(s) and the bidder/consultant accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take appropriate action.

### **Section 4 – Compensation for Damages**

- (1) If the Employer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Employer has terminated the Contract according to Section 3, or if the Employer is entitled to terminate the contract according to Section 3, the Employer shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amounts equivalents to Performance Bank Guarantee.
- (3) If the Employer obtains knowledge of conduct of a Bidder or Consultant, or of an employee or a representative or an associate of a Bidder or Consultant which constitutes corruption within the

meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to the law enforcing agencies for further investigation.

#### **Section 5- Previous transgression**

- (1) The Bidder declares that no previous transgression occurred in the last 5 years with any other Company in any Country conforming to the anti-corruption approach or with Central Government or State Government or any other Public Sector Enterprise in India that could justify his execution from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or appropriate action can be taken as deem fit by the Employer.
- (3) If the Bidder/Consultant can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

#### **Section 6- Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Employer before contract signing.
- (2) The Employer will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Employer will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.
- (4) The Bidder/Consultant shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its sub-vendors.

#### **Section 7- Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Employer obtains knowledge of conduct of a Bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption or if the Employer has substantive suspicion in this regard, the Employer will inform the same to the relevant Vigilance Authority.

#### **Section 8- Pact Durations**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the Contract. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Employer.

## Section 9 - Other provisions

- (1) This Agreement is subject to Indian Law, Place or Performance and Jurisdiction is the Registered Office of the Employer, who has floated the Tender i.e., Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. No Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorised by board resolution.
- (4) Should one or several provisions of this Agreement turn out to be invalid; the reminder of this Agreement remains valid. In this case the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by The Employer/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

## Section 10 - Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Employer)

(For and on behalf of Bidder / Contractor)

(Office seal)

(Office seal)

Witness 1: .....

(Signature, Name & Address) .....

Witness 2: .....

(Signature, Name & Address) .....

Place.....

Date.....



### Schedule 13

### CHECK LIST

#### **INDIA PORTS GLOBAL PRIVATE LIMITED**

Tender: No. IPGPL/ Forklifts /2017

#### **CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID.**

All the pages of the document submitted under this tender shall be **properly and neatly numbered in serial**, and same shall be reflected in the summary to be submitted as check list to the offer in the following manner for easy identification of the documents during evaluation.

Sl. No.	DETAILS OF DOCUMENTS TO BE SUBMITTED
1.	A covering letter along with check list giving details of the documents being submitted with tender confirming validity of bid for 180 days and submission of Earnest Money Deposit- <b>Envelope-1 so super scribed with the contents therein.</b>
2.	Earnest Money Deposit as per tender condition- <b>Envelope-2 so super scribed with the contents therein.</b>
3.	The tender document is issued in two sets, one being marked as " <b>ORIGINAL</b> " and other as " <b>TENDERER'S COPY</b> ". Original tender copy shall be returned along with the offer (Technical Bid), with each page of it duly signed by the authorised person and stamped with company's seal in token of having been read and accepted the tender conditions along with Letter of application cum Tender form duly signed by the person / persons who is/are competent to sign ( <b>Annex III of Vol.I</b> of this tender document) and <b>TECHNICAL BID. - Envelope 3 so super scribed with the contents therein.</b>
4.	<b>Price Bid As per Schedule 11 (Volume-I) - Envelope-4 so super scribed with the contents therein</b>
5	One Duplicate Copy (clearly marked) of the offer shall be submitted along with the original offer In the same envelope i.e. <b>Envelope -4.</b>
6	<b>Schedule 11</b> Schedule of Prices is in Part 1, 2, & 3. All the 3 Parts duly filled in shall be kept in <b>Envelope 4.</b>
7.	Particulars of the Tenderers as specified in the <b>Schedule 1 (Volume-I)</b> of this tender document.
8.	Technical data of the Forklifts as per ( <b>Volume-II</b> ) of <b>Forklifts</b> of this tender document.
9.	Work Schedule as per <b>Schedule 3 (Volume-I)</b> of this tender document:
10.	Details of the training programme of various categories of employer's employees as per <b>Schedule 4 &amp; 4 A (Volume-I)</b> of this tender document.
11.	Quality Assurance Plan indicating all activities steps by step at various stage of project as per <b>Schedule 5 (Volume-I)</b> and details of instruments for Testing & quality control as per <b>Schedule 6 (Volume-I)</b> of this tender document
12.	Details of bought out items and its quality certification plan
13.	Details of Sub Contractor involved in the various activities according to <b>Schedule 7 (Volume-I)</b> of this tender document
14.	Detailed drawings of various arrangements of the Forklifts as per this tender document.
15.	Arrangement for importing spare parts, tie up with local firms for supply of spare parts, if any and arrangement for after sales service. Tenderer shall submit the information as per <b>Schedule 8 (volume-I)</b> of the Tender Document.

<b>16.</b>	Statements of deviations as per <b>Schedule 9 (Volume – I)</b> of tender document.
<b>17.</b>	List of spare parts as per <b>(Volume – II)</b> applicable <b>for Forklifts, Schedule-10 and Operation &amp; Maintenance manual as per Schedule 10-A.</b>
<b>18.</b>	Information regarding any current litigation.
<b>19.</b>	Details of Warranty Support programme as per Contract Conditions.
<b>20.</b>	MOU/Agreement entered in technical collaboration (if applicable)
<b>21.</b>	Undertaking to ensure integrity as per <b>Schedule 12 of volume I. (Integrity Pact)</b>
<b>22.</b>	Any other details, which shall establish the technical competency and any deviation from technical specification
<b>23.</b>	Non Disclosure Agreement <b>Schedule 14.</b>

\*\*\*\*

## **Schedule – 14**

### **Non Disclosure Agreement**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Between

**Board of Directors of Indian Global Ports Private Limited**, incorporated under the Companies Act (hereinafter called the 'Board' which expression shall, unless excluded by, or repugnant to the context, be deemed to include the Board of Directors of Indian Global Ports Private Limited, its successors and assigns) of the ONE PART

AND.

**M/s** \_\_\_\_\_, a Company incorporated in \_\_\_\_\_ (Country) under the \_\_\_\_\_ and having its office at \_\_\_\_\_ (Hereinafter" referred to as "Contractor" which expression shall include its successors and assigns) of the other part;

#### **WHEREAS:**

(1) By Tender No..... (The "Tender"), offers were invited from Contractors for the work of..... for Indian Global Ports Private Limited (the "Project");

(2) **M/s** .....made an offer to act as the Contractor as per the terms and conditions of the tender; and

(3) After evaluation of the proposals/ offers received, the Board has engaged **M/s** ..... as the Agency for carrying out.....(Work Title), subject to signing of the Confidentiality Agreement between the Board and the Contractor and conveyed to the Contractor by its .....(Work Order signatory) vide Work Order No dtd. \_\_/\_\_/201\_\_ which was duly accepted by the Contractor vide its letter dated \_\_/\_\_/201\_\_.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Contractor covenants with the Board as follows:

1. All business, financial, operational and other information and data, of whatever kind and in whatever form, relating to the Board, which is disclosed or made known or comes to the knowledge of the Contractor (including but not limited to its representatives, professional advisors, employees and Authorised Distributor / Dealer / Licensee) by the Board or on the Board's behalf (including but not limited to its representatives, advisors, employees and Authorised Distributor / Dealer / Licensee) (collectively referred to as "Confidential Information") will be held in complete confidence and will not be used for any purpose other than directly in connection with the scope of services described in the tender.

2. The Contractor will not, without the prior written consent of the Board or its authorised person/s, disclose or otherwise make available whole or any part of the Confidential Information to any third party except in accordance with the terms of this Agreement.

The Contractor will be entitled to copy and circulate the Confidential Information to its only such directors, officers and employees and to such of its professional advisors who are directly concerned with fulfilment of the scope of services as per the terms and conditions of the tender and to whom knowledge of such information is necessary for such purpose. All persons to whom any Confidential Information is disclosed shall treat the same as confidential and use the same solely for due discharge of its obligations under the Scope of Services stated in the tender. The Contractor will be responsible for procuring their compliance

with the terms of this Agreement as if they were subject to the same obligations to the Company as the Contractor is subject to hereunder.

The restrictions, obligations and liabilities contained in this Agreement shall not apply to any information which:

- a) Was already in the public domain at the time of its disclosure to the Contractor by the Board; or subsequently becomes part of the public domain through no breach by the Contractor of its obligation under the Agreement.
- b) is generally available to or accessible by, the public or, after such disclosure, becomes generally available to, or accessible by the public, other than by reason of a breach of any undertaking by the Contractor contained in this Agreement; or
- c) is required to be disclosed by the Contractor by applicable law or regulation or judicial authority, provided that the Contractor agrees, to notify, the Board in writing, duly signed by an authorised signatory, as soon as possible, upon becoming aware of any such requirement and confirming the necessity of the disclosure prior to such disclosure; The Contractor shall promptly notify the Board in writing if any confidential information is required to be disclosed by law or other regulation and will co-operate with the Board regarding the timing and content of such disclosure or any action which the Board may elect to take to challenge the validity of such requirement unless such cooperation exposes the Contractor to claims, losses, damages or other liability for which the Contractor does not receive indemnification from the Board, and the Contractor undertake that any such disclosure shall be the minimum required by the relevant law or regulation in order for the Contractor to comply with its obligations there under.

The Contractor will not make, or permit its officers, directors, employees and professional advisors to make or procure or solicit or assist any other persons to make, any announcement or disclosure of the Confidential Information without the Board's prior written consent.

The Contractor and the Board shall individually keep a record of the Confidential Information provided by the Board to it in writing ("Confidential Information"). The Contractor shall, forthwith upon receipt of a written request from the Company or completion of the assignment as per the tender or if the Contractor ceases to act as the Agency for..... (Work Title) of the Board:

- (a) Return to the Board any Confidential Information in the Contractor's possession or control of, or in the possession or control of, any of its employees, Authorised Distributor / Dealer / Licensee or professional advisors, together with all copies thereof, and
- (b) Expunge all Confidential Information from any computer, word processor or similar device into which it has been programmed by the Contractor or its professional advisors on its behalf.
- (c) Not make use of the information, contained in the confidential information for any of its business operations.

The Contractor acknowledges that neither the return of any Confidential Information nor the expunging of any Confidential Information from its records shall release it from its obligations under this Agreement.

7. The obligations contained in this Agreement are continuing and, in particular, shall survive the completion of the project.

8. The Contractor agrees and acknowledges that the Board may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy and that injunctive relief is an appropriate remedy to protect the rights of a party with respect to its Confidential Information. The Contractor shall be responsible for the breach of any of its covenants and obligations in this Agreement and will indemnify the Board from and against any claims, costs, expenses, losses or damages (including reasonable attorneys' fees) that are actually incurred by the Board and that are directly and solely attributable to the breach by the Contractor of its covenants and obligations in this Agreement. The Contractor further confirms that it is acting in this matter as principal and not as agent for any other person.

9. The rights, powers and remedies provided in this Agreement shall be in addition to, and not in substitution for, any other rights, powers and remedies provided by law. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder. The terms of this Agreement and the Contractor's obligations hereunder may only be amended or modified by written agreement between the Contractor and the Board.'

10. This Agreement shall be governed by and construed in accordance with Indian law. The parties hereby agree to submit to the jurisdiction of the courts of Mumbai.

11. If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

12. This Agreement shall be freely assigned by the Board, with prior written notice to the Contractor, to any person or persons who are substituted in all in the interests or rights or obligations of the Board for the development of the Project.

13. All questions, disputes and differences arising under or in relation to this Agreement shall be referred to ..... (Work Order signatory) of The Board for consideration. The decision of ..... (Work Order signatory) shall be final, conclusive and binding on all the parties to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed by their respective duly authorised officers as of the day and year first hereinabove written.

**Authorized Signatory**  
**For M/s. ....**

***Managing Director on Behalf of the  
Board of Directors of  
Indian Ports Global Private Limited***

In Present Of

In Present Of

.....  
.....  
.....

.....  
.....  
.....

## **SCHEDULE 15**

### **DETAILS OF KEY PERSONNEL**

Details of key personnel involved in administration and execution of the subject work till completion, are to be furnished. The information in this regard should be submitted in below mentioned format and separate sheets may be used to furnish necessary details, if required.

<b>No.</b>	<b>Name in full</b>	<b>Designation</b>	<b>Qualification</b>	<b>Experience</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Signature & Seal of the Tenderer

**SCHEDULE 16**  
**CURRENT COMMITMENTS IN HAND**

Tenderer should provide necessary information about their current commitments on all Contracts that have been awarded, or for which a 'Letter of Intent' is placed or 'Letter of Acceptance' has been received or for Contracts approaching towards completion and full completion certificate has yet to be issued. The information in this regard should be submitted in below mentioned format and separate sheets can be used to furnish necessary details.

**In support of submitted information, it is very essential to submit copies of orders in hand or copies of 'Letter of Intent' / work orders as the case may be.**

	<b>Name of the Client</b>	<b>Order number / Reference number &amp; Date</b>	<b>Order value</b>	<b>Date of Completion as per the Order</b>	<b>Estimated date of Completion</b>
1.					
2.					
3.					
4.					

Signature & Seal of the Tenderer

## **SCHEDULE 17**

### **DETAILS OF WORKS COMPLETED IN PAST**

Tenderer should provide necessary information about Works completed during last 03 years for which completion certificate or performance certificate is already issued by the Client. The information in this regard should be submitted in below mentioned format and separate sheets can be used to furnish necessary details.

**In support of submitted information, it is very essential to submit copies of orders executed in past along with satisfactory performance certificates issued by Clients.**

<b>No</b>	<b>Name of the Client</b>	<b>Order number or Reference number &amp; Date</b>	<b>Order value</b>	<b>Date of Completion as per the Order</b>	<b>Actual date of Completion</b>
1.					
2.					
3.					
4.					

Signature & Seal of the Tenderer



**SCHEDULE 18**  
**EXPERIENCE IN SIMILAR WORKS**

**Reference: -1**

The information about experience in similar Works should be submitted in below mentioned format and separate sheets must be used for each reference.

You are advised to furnish details about similar works as stipulated in the Tender. In support of submitted information, it is very essential to submit copies of order/s executed along with satisfactory performance certificate issued by Client/s.

<b>1.</b>	<b>Client's Name:</b>	
<b>2.</b>	<b>Contract / Order number and Date</b>	
<b>3.</b>	<b>Name of the Contract:</b>	
<b>4.</b>	<b>Client's Address in full:</b>	
<b>5.</b>	<b>Name of Client's Contact person:</b>	
<b>6.</b>	<b>Client's Telephone Number/s</b>	
<b>7.</b>	<b>Client's fax number</b>	
<b>8.</b>	<b>Contract / Order value</b>	
<b>9.</b>	<b>Completion period as per Contract / Order</b>	
<b>10.</b>	<b>Date of Actual completion Of Contract / Order</b>	
<b>11.</b>	<b>Brief details of Contract/Order</b>	

Signature & Seal of the Tenderer

**SCHEDULE 18**  
**EXPERIENCE IN SIMILAR WORKS**

**Reference: -2 (if any)**

<b>1.</b>	<b>Client's Name:</b>	
<b>2.</b>	<b>Contract / Order number and Date</b>	
	<b>Name of the Contract:</b>	
<b>4.</b>	<b>Client's Address in full:</b>	
<b>5.</b>	<b>Name of Client's Contact person:</b>	
<b>6.</b>	<b>Client's Telephone Number/s</b>	
<b>7.</b>	<b>Client's fax number</b>	
<b>8.</b>	<b>Contract / Order value</b>	
<b>9.</b>	<b>Completion period as per Contract / Order</b>	
<b>10.</b>	<b>Date of Actual completion of Contract / Order</b>	

11.	<b>Brief details of Contract/Order</b>
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Signature & Seal of the Tenderer

**VOL –II**

**FORKILFT**

**Technical Specifications**

**January 2017**

## **FORKLIFTS**

- 1.0 This specification covers the design, manufacturing, inspection, testing and commissioning at site of Diesel Forklifts as specified below.

The requirement is as follows: 15 Tons forklift – 2 (Three) Nos., 7 Tons forklift – 3 (three) Nos. and 3 Tons forklift – 5 (five) Nos.

The design and manufacture of these units should comply with the well-known standards such as DIN, FEM, IEEE, ASME, IEC, JIS, etc. The mast, axles and forks must be heavy duty.

2.0 **Environmental conditions**

- Temperature range: 0 to +50°C
- Humidity: relative humidity up to 99%
- Height from sea level: 0
- Environment: Dusty, corroding and salty environment
- Permissible wind speed when the units are working: 72 km/h

3.0 **Main Conditions**

- Forklifts should be designed for Iranian conditions and based on the above environmental conditions.
- Forklifts must work continuously for 20 hours a day and 7 days of a week.
- Working life of all main equipment and mechanisms should be considered as 25000 hours.
- Safety issues for all system components should be considered according to the above standards.
- All components of the equipment must have their own certificate and Q.C must be conducted in all manufacturing phases.

4.0 **Fork**

- Fork Lift must be equipped with a main standard fork with no free lift to carry loads.
- The operational fork height should be about 3500mm.
- The fork must be resistant against the imposed tensions and designed in a way that its possible fractures and crack can be avoided.

5.0 **Extra equipment:**

One unit of each one of the following equipment should be delivered with the equipment:

- One unit double coil ram with fork shaft.
- One unit paper roll clamp double.

6.0 **Auxiliary Systems**

The Forklifts unit must be equipped with the following systems:

- All of the supplied equipment should be made by original and well-known company and not to be supplied from stocks.
- Appropriate warning lights, motion alarm, emergency stops must be installed.

- Adequate floodlights to illuminate the working area and operator's cab.
- One spare tire with ring for Forklifts unit is needed.
- The Forklifts should be equipped with rear sensors.
- The Forklifts should be equipped with one unit rear camera and monitor.
- Suitable fire extinguishers must be foreseen and installed at all necessary points.
- All of special & standard tools for maintenance must be supplied.

## 7.0 **Operator's cabin**

The cabin must be equipped with the following:

- Air cooling and air heater in the cabin to maintain the temperature around 25°C.
- Monitoring devices such as indicators of load, working radius, tire distance from the load, mast angle, fork length etc.
- Fault-finding system which must be capable of being displayed on the operator's monitor for easy access to the defective/ problematic points of the Forklifts.
- All important indicators already mentioned elsewhere in this document to be displayed on the monitor.
- Operator cabin should comply with the latest international regulations and standards in respect to the operator safety and comfort and also have enough room.
- Operator seat must be air suspension, adjustable in four back, forth, up and down directions. Cab windows should be made of safety glass and tinted type upper windows should also have good view.
- All of loading operation and relevant trouble shootings should be displayed on the operator's monitor in English language.
- All joysticks must be equipped with dead man protection system and also designed to be capable of performing most of Forklifts operations.
- Maximum noise level inside the operator's cabin must be 75 DBA.

## 8.0 **Main Equipment**

- Diesel engine to be made by reputed manufacturers with spare/service support in Iran or in the vicinity (to the approval of Employer). The engine of the units must be provided with the relevant certificate approved by supervising / inspection body. Engine shall be suitable water cooled IC diesel engine of adequate horsepower with alternator with 12V charging battery. Only reputed engines (indicative brands such as VOLVO) with service and spare support in Iran or in the vicinity will be accepted.
- Transmission must be of Clark or Zf or Dana or any other reputed make to the approval of Employer.
- Axles to be of Kessler make or any equivalent reputed make to the approval of Employer.
- Tyres must be of Michelin or Dunlop or Bridgestone. All tyre shall be pneumatic or solid.

## 9.0 **Mast**

- The mast type should be duplex, 2- stage, no free lift.

- All weldings performed on the mast must be inspected by an inspection company and the relevant certificate should be issued.
- The mast profile should be made of high tensile steel.

**10.0 Hydraulic system**

- The hydraulic system must be designed and proposed according to the regional weather conditions. It should also have proper cooler and easy accessibility and maintenance features.
- The hydraulic system must be designed to avoid rising of the temperature more than specified limits.
- All seals and pickings used in the unit must have sufficient tolerance against overheating to avoid oil leakage.
- The hydraulic system of the unit must be equipped with temperature gauge/indicator which in addition to activating the cooling fan in necessary situations, must be capable of warning the operator when the hydraulic oil temperature increases more than 60°C. Meanwhile, the manufacturer is bound to install various checkpoints for controlling hydraulic system pressure.

**11.0 Maintenance Tools and Tackles** A complete unused new set of special purpose tools, tackles and accessories along with detailed instructions and maintenance manual shall be supplied. Each tool and wrench shall be stamped so as to be identified easy for its use. The tools shall be supplied in steel toolbox and with a copy of instruction manual. The items supplied shall be of the best quality and specially protected against rusting in tropical climate. . Note: - Forklift shall be supplied with one set of tool and tackles with O&M manual in the toolbox separately.

**12.0 Recommended Spares:** A complete unused and new set of Recommended Spares for two (2) years successful operation of the equipments shall be supplied. Each part shall be stamped so as to be identified easily for its use. The items supplied shall be of the best quality and specially protected against rusting in tropical climate.

**13.0 Inspection and Testing:** Inspection and testing at Manufacturer's works:

Shop inspection and tests will be carried out at manufacturer's works. Bidder shall submit detailed quality plan, indicating various test to be carried out at works at various stages along with final performance test procedure along with guaranteed parameters for customer approval during contract stage.

**14.0 INFORMATION TO BE FURNISHED BY TENDERER ALONG WITH OFFER:** Bidder shall submit following separate drawings / documents for forklift.

- List of tools & tackles to be deployed at site for erection & commissioning of forklift truck
- List of recommended Spare parts for two (2) years successful operation of the equipments.
- Other reference drawing / documents / literature etc.
- List of complete scope of supply / services

**15.0 Optional items** Bidder shall quote following optional item applicable to each forklift.

- Spark arrestor
- Fork Extension
- Towing coupler
- Load back seat

**16.0 Painting Scheme:** The supplier shall follow a painting scheme in accordance with best industry practice and suitable for the environmental conditions specified in this document.

- 17.0 **Engine:** Engine shall be suitable water cooled IC diesel engine of adequate horsepower with alternator with 12V charging battery. Only reputed engines with service and spare support in Iran or in the vicinity will be accepted.
- 18.0 **Extra equipment:**  
One unit of each one of the following equipment should be delivered with each forklift:  
One unit double coil ram with fork shaft.  
One unit paper roll clamp double.
- 19.0 **Transmission and Axle:** Compact transaxle with single speed forward and reverse torque converter power shift transmission, Optimum gradability for rapid acceleration to working speed
- 20.0 **Inching:** Full power inching shall be controlled. Slow forward speed with full power to hydraulics for fast lift speeds and easy precision maneuvering and stacking combined inch/brake pedal.
- 21.0 **Brakes:**
- Service break: Hydraulically operated drum brakes (self adjusting) on transaxle for light, responsive braking. Asbestos-free brake linings.
  - Parking break: Ratchet type hand brake, mechanically linked to drum brakes.
- 22.0 **Carriage and forks:** Carriage and forks shall be narrow profile plate type built to ISO/ equivalent standards to allow maximum visibility of fork tips and load, easy adjustment of fork spread.
- 23.0 **Electrical system:** A 12 V battery with heavy duty alternator and starter motor shall be provided. The wiring shall be in conduits and number coded.