

No. IPGL/ MHC/2018

Dated: 21st March, 2018

To,

All Prospective Bidders (by e-mail and through web-site)

Sub: Tender for “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of 4 nos 100 ton and 2 Nos 140 ton capacity Mobile Harbour Cranes at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran”

Clarifications to the pre-bid queries including amendments to the Tender clauses – reg.

Ref: Tender No. IPGL/ MHC / 2018.

Sir,

1. With reference to the pre-bid meeting held on 26th February, 2018, of the subject tender, please find attached herewith pre-bid clarifications / addendum / corrigendum. These clarifications and addendum / corrigendum will also be available on the web-sites of Jawaharlal Nehru Port Trust / Kandla Port Trust (Deen dayal port trust) and Indian Ports Association.
2. As per clause 2.8 and 2.16 (Volume-I) of the Tender, these clarifications / addendum / corrigendum so issued, shall form part of the Tender document and remain binding on the Tenderers, same shall be accepted and submitted by all the Tenderers along with the offer. Hence, you are requested to submit a copy of all Pre-Bid clarifications / addendum / corrigendum duly signed and stamped along with Original copy of the Tender documents. Tender received without copy of Pre-Bid Clarifications / addendum / corrigendum duly signed and stamped by the authorized signatory on each page shall not be considered for evaluation. Rest of the Contents, Other Clauses, Annexure, Schedule, of the Tender remain unchanged.
3. The due date of submission of the tender has been extended to 15:00 hrs. on 09th April, 2018. The technical bids of the offers so received by this date and time will be opened at 15:30 hrs on the same day that i.e. 9th April, 2018. The venue of the submission of the offers remains unchanged.

Kindly acknowledge the receipt of this communication.

Yours faithfully,


(A.K. Gupta)
Managing Director
(DIN: 03310218)

IPGL's Clarifications on Pre-Bid Queries received for RFP of MHC, pre-bid meeting held on date 26th February,2018,IPGL office.

Commercial Queries

Sr no	Volume-I&II Clause No.	Page No.	Tender Specification Requirement	Queries	IPGL's Clarifications
1.	3.10.8	25	Import Permission at Chabahar	It is learnt that an import would require from Iranian authorities, for such imports, therefore, IPGL will provide the import permission being beneficiary of the consignment, within 03 months of LC date.	Please refer clause 3.10.8. It is confirmed that the permission shall be given within 3 months of the request.
2.	3.24.1	31	The contractor shall give at-least 30 days advance notice to the EIC (Engineer – In – Charge) for each pre-shipment inspection	-In clause 3.27.1 notice period for inspection mentioned as 7 days, so clause 3.24.1 should be corrected accordingly as 7 days(because longer the notice period, it may affect the delivery schedule). -The FAT will be attended by the Employer's representative and TPIA as well, so, after the successful FAT/report, there should not be any need for pre-shipment inspection, please consider and delete this requirement.	TCP. For Employer's representative to make travel arrangements to be present for FAT, 30 days notice is essential. TCP For pre-shipment inspection presence of local TPAI would suffice, hence agree to 7 days notice.
3.	3.24.6	31	TPIA shall certify the MHC's before shipment....Ready to Ship certificate	Once TPIA/Employer signed the successful FAT report, certificate such as Pre-shipment and or Ready to ship certificate shouldn't be insisted, please delete this requirement, as it's a duplication.	Both are distinct independent activities, hence tender conditions prevail.

4.	3.24.8 b(ii)	32	Notification for stage inspection by TPIA with at least one month in advance	Please consider 7-10 days' notice period for inspection for timely completion of project.	Schedule for inspections during manufacture needs to be given one month in advance. Notice for actual inspection by TPIA can be 7 days.
5.	3.25.2	33	Test load shall be arranged by IPGL	Please include suitable slings, D-shackle etc.	Only test load shall be provided. Tender condition prevails.
6.	3.28.3	35	Defective items shall have caused delay in the completion of the Contract...	LD shall be the sole remedy as defined in clause 3.43(page 45) only for late delivery.	Both clauses are independent. Tender conditions prevail.
7.	3.35.2	38	Certificate for receipt of Equipment at site	Certificate "Ready to Shipment" and "Inspection Release Note" may please be replaced with successful FAT report as clarified in point 2 &3 above. Because,once FAT report will be available (TPIA/Employer will be party to it) all the mentioned documents are duplication.	FAT and pre-shipment inspection are distinct independent activities, hence tender conditions prevail.
8.	3.39.4	43	PBG after defect liability period	Please clarify; 7 th line of the clause "36 months towards performance of steel structure and for a period of 12 months for painting and anti-corrosion application", as period of PBG is not clear.	PBG is common to steel structure as well as painting. While steel structure guarantee is for 36 months, the painting guarantee is for 12 months.
9.	3.43(e)	45	Penalty for delay in Completion of Work	It should be on Contract Price only, hence, please delete the sentence "plus all taxes and duties payable".	Contract price is the CIF quoted price and does not include taxes / duties payable at destination.
10.	3.44.2	46	Insurance	The Contractor's obligation for an insurance cover should cease on commissioning/handling over the cranes. Thereafter, Employer shall be the owner and in possession of cranes(during defect liability	Agree. Please refer clause2.10.2

				period), therefore, such period should be excluded from Contractor's scope for an insurance cover.	
11.	3.61	51	Limitation of Liability	Clause will be acceptable till date of Final Acceptance Certificate.	Tender condition prevails.
12.	Annex IV	71	From of Agreement.	Wish to bring your kind attention that due to special nature of project(delivery at Iran),we have very limited Banks in our home country who transact with Iran. Therefore, in order to have comfort for the project financing/negotiation of LC document etc., we request for three separate contract(No.1 for No.2,100 t MHC;No.1 for No.2,100 t MHC;No.1 for No.2,140 t MHC). It is very clear that these three Contract shall have the same terms & conditions that bidder will agree.	Will be accepted on request by the successful bidder.
13.	Schedule II/Part II	109	Supply of Spares	Please clarify, whether this Form will be considered for Price Evaluation.	No. Please refer Clause 3.32.2
14.	2.1.b	3	Experience: The tenderer should be in the business of designing, manufacturing, Supplying and Commissioning of MHCs, at least for the last seven (07) years. Work order and completion certificate to be submitted for year 2011 or before.	does the similar harbour crane with Gantry Undercarriage experience will count?	Not acceptable. As per tender specifications.
15.	2.1.c(2)	3	For 140 Ton Capacity MHC : The tenderer should have supplied at least Two (2) Nos. MHCs with minimum 140 ton (+/-) 20 % Lifting Capacity under hook during the last seven (07) years. (Work orders and completion certificates to be submitted for years 2011 onwards).	does the similar harbour crane with Gantry Undercarriage experience will count?	Not acceptable. As per tender specifications.
16.	2.1.d	4	Satisfactory Performance: At least three (03)	does the similar harbour crane with	Not acceptable. As per tender

			MHCs supplied in the last seven (07) years must have completed warranty period satisfactorily. (Clients signed / dated certificate to be submitted to support above mentioned clause).	Gantry Undercarriage experience will count?	specifications.
17.	2.14.7	12	Copy of client's certificates for satisfactory performance certificate after completion of warranty period of at least three (3) Nos. of MHCs during the last seven (7) years as per Clause 2.1.1.d.	does the similar harbour crane with Gantry Undercarriage experience will count?	Not acceptable. As per tender specifications.
18.	3.20.2	29	IPGL 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 IPGL's directions/instructions.	Please define the time period.	10 days.
19.	3.32.1	37	Training Charges: Charges for Training as mentioned in the LOA shall be paid after completion of Training of IPGL Personnel and issuance of certificate for completion of training by Engineer In-charge, as per terms of Contract	Payment will be made together with MHC or separately?	Payment towards training will be made after its completion. Stage wise payments are only for the equipments.
20.	3.32 Terms of Payment	36	The payment due under this Contract shall be effected as per following; Mode of Payment: The payment to the contractor for acquisition of the equipments under the contract shall be effected by IPGL through irrevocable letter of credit (L/C), which is acceptable to both sides, against stage-wise payments. The charges towards opening of L/C within India shall be borne by the Employer (IPGL) 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.	110 % advance payment guarantee is not acceptable to Liebherr. For the advance payment – an indirect advance payment guarantee of exactly the same value. Advance Payment Bond shall be valid till latest date of shipment as mentioned in the L/C like in the Contract signed with Aria Banader Iranian Company. Payment terms without down payment are whether not acceptable to Liebherr.	Tender condition prevails. Tender Condition holds good.

		<p>(a) First stage: Initial advance upto 10% 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.</p> <p>(b) Second stage: 60 % of CIF Price mentioned in LOA after shipment of the equipment and submission of shipment documents of satisfactory evidence of shipment of equipment.</p> <p>Documents required for second stage payment:</p> <p>(i) Original clean and shipped on board Bill of Lading, 3 copies (ii) Commercial invoice, (03) copies (iii) Certificate of origin, (03) copies (iv) Packing list for each Crane</p> <p>Note: In case advance payment is not taken by the contractor, second stage payment after shipment of equipment as 70% can be claimed by the contractor.</p> <p>(c) Third stage: 20% of CIF Price mentioned in LOA against Completion of commissioning of equipment and compliance of operation to</p>	<p>3.32 TERMS OF PAYMENT:</p> <p>3.32.1 The Employer, after signing of the Contract, shall open an irrevocable letter of credit in an amount equal to the Contract Price in the favour of the Contractor with an Iranian Bank, which the terms of payment will be as described below:</p> <p>3.32.2 First installment: shall be paid to the amount equal to maximum twenty five percent (25%) of total contract price as the advance payment against receiving a bank bond to the same amount.</p> <p>3.32.3 Second installment: An amount maximum equal to sixty percent (60%) of the total Contract Price shall be paid to the Contractor against presenting shipping documents of the equipment and spare parts.</p> <p>3.32.4 Third installment: the remainder of the total Contract Price shall be paid to the Contractor after delivery and training of the Contract subject</p>	<p>LC will be opened with an Indian Bank as procurement is by an Indian entity.</p> <p>Tender condition prevails.</p> <p>Tender condition prevails.</p> <p>Third stage payment can be released on receipt of equipments at destination port</p>
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		<p>endurance test activities and on verification and certification by Engineer-In-Charge against commissioning of equipment and handing over of the cranes for commercial operations.</p> <p>(d) Fourth stage: 10 % of CIF Price mentioned in LOA after issuance of final acceptance certificate by the Engineer-In-charge for the Equipment.</p> <p>Note: For the second, third and fourth stage payments, pro-rata payment shall be considered in case the contractor opts for staggered delivery schedule. (Option 2).</p>	<p>in the above mentioned port in clause 3.12 (Volume - I) and drafting of the Provisional Certificate based on clause 3.35.3 (Volume - I); Or after four (4) months after Bill of Lading Date of last shipment against presentation of an invoice only.</p> <p>Note 1- All bank charges relating to the transfer of the foreign currency, amounts of the statements, and/or any other payment relating to this contract shall be undertaken by the Contractor with the exception of the expenses for opening of the L/C.</p> <p>Note 2- Payment of first installment of the contract price in foreign currency (mentioned in article 9) shall be done under laws and regulations of central bank of IRI and Employer shall observe these regulations at that time.</p> <p>3.32.5 The Contractor shall submit at least the following shipping documents against each payment payment of the second instalment:</p> <p>3.32.6 Bill of lading for</p>	<p>in good condition. Balance payment after issuance of Final Acceptance Certificate.</p> <p>PI refer CI 3.32 which is clear.</p> <p>Payment will be effected from an Indian Bank as per Reserve Bank of India Regulation.</p>
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				<p>shipment from loading port to the final destination, showing definite delivery of the goods to the shipping company by the Contractor (in 7 copies). It is essential to indicate the sentence "Freight paid In Advance".</p> <p>3.32.7 Certificate of Origin (in 7 copies), indicating that manufacturing of the goods in the original manufacturing country of the goods complies with the contract.</p> <p>3.32.8 Packing priced list (in 7 copies), indicating break down of the contents of each package, crate, pallet, box, etc., weight and related price thereof.</p>	<p>Clean and shipped Bill of Lading is required. 7 copies acceptable.</p> <p>Agree.</p> <p>Agree.</p>
21.	3.48 Lien Clause	48	IPGL shall have a lien on over all or any money that may become due and payable to the Contractor under this Contract or from any amount lying with [IPGL] or under their	This clause is not acceptable to Liebherr as it is not reasonable for IPGL to have lien on the money paid to Liebherr.	Tender Condition holds good.

			control and in respect of any debt or sum that may become due and payable by the IPGL to the Contractor under this Contract or other transaction of any nature whatsoever between the IPGL and the Contractor.		
22.	3.39 Performance Guarantees Bond towards performance of contract	48	<p>3.39 PERFORMANCE GUARANTEES BOND TOWARDS PERFORMNACE OF CONTRACT:</p> <p>3.39.1 Within 45 days of the receipt of the notification of the award of Contract from the Employer, i.e. LOA or 30 days from signing of contract between IPGL and contractor, whichever is earlier, the successful Tenderer shall furnish to the Employer, a bond in the form of a Bank Guarantee (B.G), from a Nationalized/ 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 handover/FAC of cranes after successful completing all due tests/trials.</p> <p>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 cranes for regular operations</p>	<p>This clause is not acceptable to Liebherr as we will not issue a warranty bond after the Defect of Liability:</p> <p>Performance Bond = 10% (valid until hand-over)</p> <p>Warranty Bond = 5% (valid until the end of the defect liability period of 24 month).</p>	Tender conditions prevail.

		<p>and after receipt of performance BG towards defect liability period and upon making application thereof by the contractor.</p> <p>3.39.3 Performance Bond during Defect Liability period for new MHCs: After successful completion of the work, final Testing & Commissioning of the crane and before handing over of the new MHCs supplied to IPGL 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 cranes 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 form at Annex-V may be suitably worded indicating the work of contract for each capacity of new MHCs only for this Guarantee.</p> <p>3.39.4 Performance Bond after completion of Defect Liability period for new MHCs supplied:</p> <p>The contractor shall submit a performance Bond, in respect of new MHCs supplied under this contract in the form of B.G for an amount equivalent to 3% of the Contract Price, towards performance of steel structures and paint and anti-corrosion system, at least 30 days before the expiry of validity of bond mentioned under clause 3.39.3 (Volume-</p>		
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		<p>IofTenderDocument)asperthe 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 36 months towards performance of steel structureandforaperiodof12monthsfor painting and anti-corrosion application. In this case, the Para 1 of the BG format at Annex- V may be suitably worded indicating the work of contract for 4 Nos. of100Tonand2Nos.of140Toncap. MHCs, as applicable only for this Guarantee. Note :The tenderer has the option to submit only one Bank Guarantee covering Performance Bank Guarantee as well as warranty period(defect liability period),with a claim period of three(03) months, after completion of warranty.</p> <p>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 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.</p> <p>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</p>		
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			satisfaction of the Employer and on making an application thereof and submission of Bank Guarantee as per clause 3.40.4.		
23.	3.42 Indemnity	44	<p>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 IPGL, or to the lives, persons, property of others during the progress of the work until handing over of the crane/final acceptance by IPGL.</p> <p>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. Further, it is clarified the Contractor shall not be liable for incidental, indirect or consequential damages to the extent such limitation of liability is valid under Indian Law.</p>	Wording proposed denied – not applicable for deliveries into Iran.	Tender Condition holds good. This covers any eventuality arising during commissioning and testing at site by the Contractor.
24.	3.47 Default of the contractor	47	<p>If the Contractor makes any default or on the happenings of anyone or more of the following events that is to say:</p> <p>a) If the Contractor without reasonable cause suspends / abandons the Contract of the</p>	Default clause is not acceptable to Liebherr due to unlimited termination right within the full period of time until handover.	Tender Condition holds good.

		<p>Work for a reasonable time after receiving written notice without any lawful excuse or fails to make proper progress with Works after receiving written notice from IPGL.</p> <p>b) Fails to give the IPGL proper facilities for inspection of the Works at contractors premises for three days after receiving written notice by IPGL or</p> <p>c) The Contractor has become insolvent or</p> <p>d) The Contractor has gone into liquidation or passed there solution for winding up or</p> <p>e) Upon the Contractor making an arrangement with or assignment in favour of his creditor or</p> <p>f) Upon his assigning this Contractor</p> <p>g) Upon an execution being levied upon the Contractor's goods or</p> <p>h) 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</p> <p>i) 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</p> <p>j) 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 IPGL. IPGL 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</p>		
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			any of the condition of the Contract.		
25.	3.51 Arbitration	49	Disputes if any, between IPGL 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 IPGL and other by the Contractor. The arbitration proceeding shall take place in India or at Singapore, as mutually decided by IPGL and the Contractor. In case of litigation, the same shall be under jurisdiction of Indian Court /Laws.	Any recourse to Indian law shall not be applicable.	Tender Condition holds good.
26.	3.36 Warranty 3.58 Warranty	40 51	3.36 GUARANTEE PERIOD FOR NEW MHCs: 3.36.1 The MHCs to be supplied under this Contract shall be guaranteed for a period of twenty four (24) months or 4000 Hrs. of Operation from the date of final acceptance of the cranes, whichever is earlier, towards satisfactory performance of each component. The steel structures and paint & anti-corrosion applications 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 cranes, under this Contract, by the Engineer-	LIEBHERR standard warranty condition shall be applicable	Tender Condition holds good.

		<p>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. Note: Consumable items like lubricants, grease, filters for hydraulic system and for diesel engine are excluded under the guarantee period.</p> <p>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 component shall be under warranty till expiry of 24 Months or 4000 hrs of operation from the date of final acceptance of the crane whichever is earlier. 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 IPGL may have against the Contractor in respect of such defects.</p> <p>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</p>		
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		<p>3.27.4(volume-I).Costs of all the tests shall be borne by the Contractor.</p> <p>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.</p> <p>3.58 WARRANTY</p> <p>1. 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 coordinate 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 10th 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. Employer's responsibility during warranty period shall include:</p> <p>1. Adherence to PMS program supplied by the Contractor with an adequate recording.</p>		
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			<p>2. Exclusive use of original spareparts</p> <p>3. Replacedpartsshallbereturnedtothe Contractor at hiscost;</p> <p>4. To undertake no modification other than by Contractor's authorized personnel;</p> <p>Warranty shall exclude:</p> <p>(i) Operational damages due to mal- operation of crane by IPGL or its authorisedrepresentative.</p> <p>(ii) Useofimproperfuelorauxiliary materials.</p> <p>(iii) Partssubjecttonormalwearandtear</p> <p>(iv) Damages resultant of wilful and negligent acts(e.g use of improper tools)</p>		
27.	3.44 Insurance	46	<p>3.44 INSURANCE OF WORK AT MANUFACTURER'S SITE FOR NEW MHCs:</p> <p>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 MHC's are received at destination port, in good condition duly certified by the Third party inspection agency. The value of such shall be at least equal to 100% of the contract price of new MHCs excluding spare parts / tools cost.</p> <p>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</p>	<p>We are not in position to accept insurance wording. Insurance shall be as per our standard insurance group policy:</p> <p>3.44 INSURANCE OF WORK AT Contractor's SITE FOR NEW MHCs/3.45 INSURANCE AGAINST THIRD PARTY LIABILITY (FOR NEW MHC) at Employer site:</p> <p>The Contractor shall undertake to effect and maintain, throughout the term of the Agreement by and between Contractor and Employer pursuant to the Tender, the insurance coverage specified herein below. Prior to commencement of the deliveries and services and, subsequently,</p>	<p>3.44 Under other arrangements Group insurance can be agreed.</p> <p>3.44.2 is amended as under. 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.</p>

		<p>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 MHCs by the employer. For all practical purpose such insurance, during Defect Liability Period 24 month, shall be from any Insurance Company. The value of such insurance shall be at least equal to 100% of contract price of the new MHCs excluding spare parts/tools cost.</p>	<p>whenever requested by Employer by means of a written notice, Contractor shall provide Employer with certificates evidencing the insurance coverage reflected herein below.</p>	
		<p>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.</p>	<p>1. General Third Party Liability Insurance prior delivery General Commercial Liability Insurance covering legal liability for both bodily injury (including wrongful death) and property damage. The limit of indemnity shall be up to an amount including EUR 10,000,000 per occurrence in the aggregate per each calendar year.</p>	
		<p>3.45 INSURANCE AGAINST THIRD PARTY LIABILITY (FOR NEW MHC) at Employer's site:</p> <p>3.45.1 Before commencing the execution of work, the Contractor shall insure in the joint names of the IPGL 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</p>	<p>2. Property Insurance prior delivery Property Insurance covering physical damage to or loss of all tools, equipment or materials owned, leased by, or in the care, custody or control of contractor. The limit of indemnity shall be for the full replacement value of the property so insured.</p> <p>3. Marine Insurance A Marine Insurance covering loss of or damages to goods while in transit (may that be by land, water or air) from the facilities of Contractor (or such</p>	

		<p>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 Euro 29,000.00(Euro Twenty nine thousand only) against occurrence of each incidence. The Contractor shall revalidate the insurance coverage after each incidence and keep the insurance coverage till certification of completion.</p> <p>3.45.2 Such insurance shall be from a reputed Insurance company and should cover all risk and liabilities as stated in the tender document. The Tenderer shall submit the copy of policy of insurance to Engineer-In-Charge before commissioning of equipment at site and shall be valid till Final Acceptance Certificate</p>	<p>other place as Contractor may have selected for the dispatch of the goods) to the agreed place of delivery in accordance with CIF (INCOTERMS 2010). The limit of indemnity shall be for the full replacement value of the goods insured.</p> <p>4. Workers Compensation and Employee Benefit Insurance To the extent required by the Applicable Law where the Employee is employed, (a) Employers Liability Insurance and/or (b) Workers Compensation Insurance providing insurance coverage to any of the persons employed by Contractor (and/or Contractor's subcontractors) in performance this Agreement. With respect to each of the above insurances, coverage shall be taken out with insurance companies of good reputation as well as good financial standing.</p>	<p>3.45 Tender Condition prevails.</p>
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28.	Amex III - Letter of Application cum Tender Form		Consequential losses	<p>...under applicable law... wording not acceptable</p> <p>Please see Clause 3.61 - Contractor is not liable for incidental, indirect or consequential damages. Please amend the Annex III accordingly.</p>	Tender Condition holds good
29.	Request to share word file of tender document so as to have original format of documents.				PDF only .

Technical Queries

Sr no	Volume II, Clause No	Page No.	Tender Specification Requirement	Queries	IPGL's Clarifications
1.	16.0	138	Principal Duty	The MHC will have 140t lifting capacity at minimum radius of 20 meters and not at 22 meters	Lifting capacity minimum of 140 t at range of 20-22 meters radius.
2.	16.0	137-142	<p>Group Classification of Crane and Components</p> <p>Heavy Lift Minimum 140 t up to about 22 m radius.</p> <p>General Cargo :Approx. 92 t up to about 31 m radius Approx.56 t up to about 45 m radius.</p> <p>Four Rope Grab Operation : 72 t up to about 27 m radius.</p> <p>Maximum hoisting height on hook above ground : At minimum radius = minimum 51 m and above. At maximum radius = minimum 30 m and above.</p> <p>Operating Speed</p> <p>Empty Hook : 120 m/min approx.</p>	<p>We note the tender clause that parameters/values mentioned are indicative only and parameters as per the proven design/model of manufacture are acceptable. It was good to have such flexibility, because, specifications considered in the tender relates to one particular suppliers and can't be met in totality by other bidders, due to the fact that we have our own / proven design.</p> <p>However, only for clarity, we list, here under, the ITALGRU crane parameters, assuming they are accepted by Purchaser (as these were already accepted in the two previous tenders, though the tenders were later discharged);</p> <p>a)Heavy Lift 140t@20meters b)General Cargo 83 t @31 meters 52 t @ 45 meters c)Four Ropes Grab 60t @32 meters d)Hoisting height 45 meters min outreach 25 meters at 50 m outreach</p> <p>Operating Speed</p>	<p>Following specifications are also acceptable.</p> <p>a)Heavy Lift : 140t@20-22 meters b)General Cargo i) 83 t -92 t @31meters radius ii) 52 t-56 t @ 45 meters radius c)Four Ropes Grab 60 t to 72 t @ 27 meters radius d)Hoisting height 45 - 51 meters at minimum radius</p>

			<p>CRANE CLASSIFICATION Heavy Lift 140 t under Hook : A3</p> <p>HOIST Heavy Lift 140 t under Hook : M5</p>	<p>a)Empty Hook 105 m/min</p> <p>CRANE CLASSIFIACION a)Heavy Lift 140 t under hook A3;</p> <p>HOIST a) Heavy Lift 140 t under hook M3;</p>	<p>And 25-30 meters at 50 m outreach</p> <p>Operating Speed a)Empty Hook 105-120 m/min</p> <p>CRANE CLASSIFIACION a)Heavy Lift 140 t under hook A3;</p> <p>HOIST a) Heavy Lift 140 t under hook M 5;</p>
3.	16.0	154-158	<p>Group Classification of Crane and Components Heavy Lift : Minimum 100 t at 20 m radius.</p> <p>General Cargo : 63 t up to 31 m radius. (approx.) 39 t up to 45 m radius.(approx.)</p> <p>Four Rope Grab Operation : 70 t up to 20 m radius.(approx.)</p> <p>Maximum hoisting height on hook above ground : At minimum radius = minimum 40 m and above. At maximum radius = minimum 28 m and above.</p> <p>Operating Speed Empty Hook : 120 m/min approx.</p>	<p>We note the tender clause that parameters / values mentioned are indicative only and parameters as per the proven design / model of manufacture are acceptable. It was good to have such flexibility, because, specifications considered in the tender relates to one particular suppliers and can't be met in totality by other bidders, due to the fact that we have our own / proven design. However, only for clarity, we list, here under, the ITALGRU crane parameters, assuming they are accepted by Purchaser (as these were already accepted in the two previous tenders, though the tenders were later discharged);</p> <p>e)Heavy Lift 100t@20meters f)General Cargo 75 t @31 meters 45 t @ 45 meters g)Four Ropes Grab 50t @34 meters h)Hoisting height 25 meters at 50 m outreach</p>	<p>Following specifications are also acceptable.</p> <p>e) Heavy Lift : 100t@ 20 -22 meters</p> <p>f) General Cargo (i) 63t-75 t @31 meters (ii) 39t- 45 t @ 45 meters</p> <p>g)Four Ropes Grab 50t – 70t @ 27 meters</p> <p>h)Hoisting height minimum 40 meters at minimum radius And 25-30 meters at 50 m outreach</p>

			CRANE CLASSIFICATION Heavy Lift 100 t under Hook : A3 HOIST Heavy Lift 100 t under Hook : M5	CRANE CLASSIFIATION b)Heavy Lift 100 t under hook A3; HOIST b) Heavy Lift 100 t under hook M3;	CRANE CLASSIFIATION b)Heavy Lift 100 t under hook A3; HOIST b) Heavy Lift 100 t under hook M5;
4.	RFP – Volume II – techn. specification 100t and 140t: Undercarriage	143	Pneumatic impact wrench for use on nuts (with fast speed nut removal action if possible) completed with hose attachments, accessories, box spanner fitted to a suitable portable compressor.	Rejected. Shall be remended: “The torque on the wheel nuts must be checked with a calibrated torque. Impact wrench and torsion bars are not calibrated tools.”	Accepted
5.	RFP – Volume II – techn. specification 100t and 140t:	160	Fixed torsion resistant lattice construction with three main chords and consisting of 2 sections (fulcrum section and boom head.) Boom sections connected with flanges. Boom luffing cylinders be protected from effects of climatic conditions.	Rejected. Shall be remended: “four-chord boom for more stability in 3 sections”	Both acceptable
6.	RFP – Volume II – techn. specification 100t and 140t: Propping System	160	Two integrated boxes housing four hydraulically operated outrigger beams Manual and automatic operation. Even load distribution in rugged terrain: pot holed yards, climb over rails and raised ground	Rejected. Shall be remended: “four swing-out arms (outriggers), forming a cruciform propping configuration”	Both acceptable
7.	RFP – Volume II –	137	(ii) Medium Voltage Shore power supply arrangement. The crane to be	Rejected. Shall be removed: No need, automatic phase changer is	With respect to clause no.15.0 of the technical specification,

	techn. specification 100t and 140t: Power Pack		equipped with Automatic Phase Changer.	not applicable in our cranes as our cranes are designed for hydrostatic drive.	the crane shall be powered with Diesel Engine. Moreover, Duel Powered system is not mandatory.
8.	RFP – Volume II – techn. specification 100t and 140t: LOM – Diesel Engine	147	Volvo, Benz, MWN, Cummins, MTU	Rejected. Shall be added: “Liebherr”	Accepted with two times extended Warranty period.
9.	RFP – Volume II – techn. specification 100t and 140t: Grab		Two units 24 m ³ grabs Two units 40 m ³ grabs	Please specify bulk and density	Up to 2.24 t/m ³ density for 24 m ³ grabs and up to 1.4t/m ³ density for 40m ³ grabs
10.	16.0 Group Classification and Components	137		Capacity for spreader duty: under spreader 32 t at 44-45 m radius	Acceptable for 100 ton MHC 39 t- 45 t. at 44-45 mtr radius
11.				Capacity for Grab duty: 40 t at 30-32 radius	Acceptable for 100 ton MHC 50 t-70 t. at 27 mtr radius
12.				Crane Boom Length: 45-50m	MAX. Outreach shall be 50 meters or above measured from Centre of Slewing Ring. Outreach is the defined

13.				Hoisting speed: for 40 t 50-60m/min	parameter not boom length. 40 t, Grab mode approx..50 m/min and above for 100 ton MHC
14				Average cycle for bulk 30-35 with 120 drg slew	Acceptable.