

No. **IPGL/YARD CRANES/2018**

Dated: 11th April, 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 3 Nos. of All-Terrain 100 Ton. Capacity and 3 Nos. of Rough-Terrain 60 Ton. Capacity Yard Cranes at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran.”

Clarifications to the pre-bid queries raised during pre-bid meeting held on 12th March-2018 including amendments to the Tender clauses – reg.

Ref: Tender No. IPGL/YARD CRANES/2018.

Sir,

1. With reference to the pre-bid meeting held on 12th March,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 2.9 and 2.11 (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 in token of acceptance of same, shall not be considered for evaluation. Rest of the Contents, Other Clauses, Annexure, Schedule, of the Tender remain unchanged.
- 3.The due date & time of submission of the tender is 15:00 hrs. on 2nd May,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.2nd May,2018. The venue of the submission of the offers remains unchanged.

Kindly acknowledge the receipt of this communication.

Yours faithfully,

SD/-
(**A.K. Gupta**)
Managing Director
(DIN: 03310218)

Clarifications to the pre-bid queries raised during pre-bid meeting held on 12th March-2018 for RFP of Yard Cranes including amendments to the Tender clauses – reg.

Technical Queries

Sr no	Volume-I&II Clause No.	Page No.	Tender Specification Requirement	Queries	Clarification From IPGL
1.	Global tender ii) Earnest Money Deposit (EMD)		For Three Nos Rough Terrain cranes (60 T)	Please note we would be quoting All terrain cranes in place of rough terrain cranes.	All terrain cranes in place of rough terrain cranes is also Acceptable.
2.	Clause no. 3.27.4	29	As per FEM, full load test has to be done at manufacturer's site in the presence of TPIA.	We request you to write as FEM / As per applicable standard for load testing of the crane in presence of TPIA which is to be amended wherever specified in your tender document.	As per FEM or equivalent International Standard, full load test has to be done at manufacturer's site in the presence of TPIA/Competent authority.
3.	Clause no. 16 of of Volume II Technical Specification of 60T Yard Crane	104	The Crane must be capable of lifting not less than 60T at a clearance of not less than 3 Meters from the central axis of rotation with fully retracted boom & fully extracted outriggers and must be capable of slewing in 360 degree (The lifting capacities indicated are for the load rating of 85% of the tipping	We request to amend the capacity of crane to 55T at a clearance of not less than 3 Meters from the central axis of rotation with fully retracted boom & fully extracted outriggers and capable of slewing in 360 degree (The lifting capacities	The Cranes with lifting capacity of 60 tons at 2.5-meter radius and 55 tons at 3-meter radius are acceptable.

			load)"	indicated are for the load rating of 85% of the tipping load)" Therefore we request to amend the capacity to 55T wherever specified in the tender.	
4.	Clause no. 3 of Volume II Technical Specification of 60T Yard Crane	101	The capacity of crane should be 60 Tons under the hook on outriggers, boom fully retracted. The crane should be able to rotate (slew) 360 degrees with this load.	The capacity of crane will be 55 Tons (including the weight of hook block, slings) on outriggers, boom fully retracted. The crane will able to rotate (slew) 360 degrees with this load at 3 mtr radius.	The Cranes with lifting capacity of 60 tons at 2.5-meter radius and 55 tons at 3-meter radius are acceptable. The crane will able to rotate (slew) 360 degrees with this load.
5.	Clause no. 4 of Volume II Technical Specification of 60T Yard Crane	101-102	Auxiliary Systems - Lightning protection system. Air compressor	-Lightning protection system is not applicable for mobile cranes -Air compressor is not applicable Therefore we request to delete it.	Lightening protection system and air compressor for tyre air pressure are deleted.
6.	Clause no. 5 of Volume II Technical Specification of 60T Yard Crane	102	Operator's Cabin: Maximum acceptable noise level in cabs: 75 dBA.	Noise level in cab is dependent on various conditions and	Emitted noise of the crane at the Cabs shall not exceed 75dBA Wiper for front screen only is acceptable.

			Cab windows should have wipers for cleaning	varies accordingly. Wiper is provided on front windscreen only.	
7.	Clause no. 11 & 31 of Volume II Technical Specification of 60T Yard Crane	103-105-106	Test Certificate for Hook and Boom to be furnished along with the Machine	Test certificate of hook shall be provided. Regarding boom Load test certificate shall be provided which covers the same.	Accepted.
8.	Clause no. 28 of Volume II Technical Specification of 60T Yard Crane	104	INSTRUMENT PANEL: Panel shall consist of lub.oil temperature gauge, Lub oil pressure gauge, high water temperature gauge, hyd. system pressure gauge, parking brake indicator, limit switch/indicator for over hoisting/lowering, rear steer indicator, outrigger locking indicator & Slew lock indicator.	We request to delete lub. oil temp gauge , outrigger locking indicator and slew lock indicator. However we shall provide Hydraulic system pressure gauge in the tool kit.	Panel shall consist of lub.oil temperature gauge, Lub oil pressure gauge, high water temperature gauge to be provided for Engine. While for hyd. system pressure gauge, parking brake indicator, limit switch/indicator for over hoisting/lowering, rear steer indicator, outrigger locking indicator & Slew lock indicator, to be provided.
9.	Make List of Volume II Technical Specification of 60T Yard	106	Preferred Make List of 60T Yard Crane	Request to consider attached list of Make of bought out items for 60T Crane.	In addition to the LOM given in the RFP document, the LOM stated in the attached list is also acceptable, subject to extended guarantee period of two years from FAC.

SL NO.	ITEMS	List of Manufacturer (LOM)	Source of Country	IPGL Clarifications
1	ENGINE	CUMMINS /VOLVO	INDIA	Acceptable with Extended Guarantee Period of two Years from FAC
2	TRANSMISSION	DANA SPICER	BELGIUM	Accepted
3	FRONT AXLE	AXLE TECH	USA	Accepted
4	REAR AXLE	AXLE TECH	USA	Accepted
5	O/R JACK CYLINDER	WIPRO	INDIA	Acceptable with double guarantee period
6	O/R RAM CYLINDER	WIPRO	INDIA	Acceptable with double guarantee period
7	LIFT CYLINDER	WIPRO	INDIA	Acceptable with double guarantee period
8	TELE CYLINDER	WIPRO	INDIA	Acceptable with double guarantee period
9	HYDRAULIC PUMP	COMMERCIAL INTERTECH (PARKER)	INDIA	Acceptable with Extended Guarantee Period of two Years from FAC
10	STEERING CYLINDER	WIPRO	INDIA	Acceptable with double guarantee period
11	SUSPENSION CYLINDER	WIPRO	INDIA	Acceptable with double guarantee period
12	DIRECTIONAL CONTROL VALVES	COMMERCIAL INTERTECH (PARKER)	INDIA	Acceptable with Extended Guarantee Period of two Years from FAC
13	SLEW RING	ROTHE ERDE	INDIA	Accepted
14	SLEW UNIT	COMER INDUSTRIES / BONFIGLIOLI	ITALY	Accepted

15	HOIST UNIT	BRADEN / DINAMIC OIL	BRADEN - USA DINAMIC OIL - INDIA	Braden USA Accepted
16	JOYSTICK CONTROLLER	HYDRO CONTROL / REXROTH	INDIA / ITALY	Rexroth Italy Accepted
17	HOIST ROPE	USHA MARTIN/VEEROPE	USHA MARTIN - INDIA VEEROPE - CHINA	VEERPE-China Acceptable with Extended Guarantee Period of two Years from FAC
18	LMI SYSTEM	KRUGER/HIRSCHMANN	GERMANY	Accepted
19	HOOK BLOCK	FORGING ENTERPRISE/ DEHAAN / ROPEBLOCK / HENAN HUABEI	ROPE BLOCK / DEHAAN - NETHERLAND FORGING - INDIA HENAN - CHINA	Dehaan Netherland Accepted
20	TYRES	MRF/JK TYRES OR EQUIVALENT	INDIA	Accepted
21	BATTERY	EXIDE / AMARON	INDIA	Accepted

The other brands may be indicated by the tenderers. However, the acceptance of the same will be subject to confirmation by the tender holder prior to end of technical evaluations.

Commercial Queries

Sr no	Volume-I&II Clause No.	Page No.	Tender Specification Requirement	Queries	Clarification From IPGL
1.	3.32 Terms for Payment		<p>The payment due under this Contract shall be effected as per following;</p> <p>Mode of Payment: The payment to the contractor for acquisition of the equipment's 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.</p> <p>First stage: Initial advance up to 10 % of CIF Price of equipment mentioned in the LOA against submission of a Bank Guarantee</p>	<p>One hundred percent (100 %) of the Contract Price shall be payable through irrevocable confirmed Letter of Credit, established by a first class bank acceptable to the Contractor and payable at Erste Group Bank AG (SWIFT: GIBAATWGXXX). Acceptable opening advisement shall be advised to Erste Group Bank AG within two (2) weeks after contract signing, at latest.</p> <p>Payments out of the Letter of Credit shall be made at sight in the following manner: (a) Ninety percent (90%) of the Contract Price corresponds to EUR _____,-- (Euro _____) shall be payable at sight against presentation of the following shipping documents: - Commercial Invoice in one (1) original and two (2) copies - Packing List in one (1) original and</p>	Tender condition prevails.

			<p>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>three (3) copies</p> <ul style="list-style-type: none"> - Clean on Board Bill of Lading in Full Set - Certificate of Origin in one (1) original and two (2) copies <p>(b) Ten percent (10%) of the Contract Price corresponds to EUR _____,-- (Euro _____) shall be payable at sight after Hand-Over of the Equipment at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran against presentation of the following shipping documents:</p>	
2.	3.36 Guarantee Period for new Yard Cranes		<p>The Yard Cranes to be supplied under this Contract shall be guaranteed for a period of 24 (Twenty Four) Months or 4000 hours 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 cranes, under this Contract, by the Engineer-In-</p>	<p>Liebherr Standard warranty clause, as mentioned below would be applicable.</p> <p>Liebherr provides warranty not guarantee.</p> <p>Please refer to Liebherr's warranty clause mentioned in the next clause.</p>	<p>Clause 3.36.1 is amended to following extents.</p> <p>The Yard Cranes to be supplied under this contract shall be guaranteed for a period of 12 month or 2000 hrs of operation, whichever is earlier towards satisfactory performance of each components. The steel structure and painting and anti-corrosion application shall be guaranteed for a period of 12 month or 2000 hrs of operation, whichever is earlier.</p>

		<p>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.</p> <p>Note: Consumable items like lubricants, grease, filters for hydraulic system and for diesel engine are excluded under the guarantee period.</p> <p>3.36.1 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 12 months or 2000 hrs 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</p>	<p>Separate extended warranty period of the replaced /repaired parts, is not under Liebherr's policy. The warranty for the repaired/replaced parts would be restricted to the warranty of the equipment as a whole.</p>	<p>Replaced or renewed component shall be under warranty till expiry of 12 months or 2000 hrs of operation, whichever is earlier, from the date of FAC.</p>
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			<p>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>3.36.2 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.</p> <p>3.36.3 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>		
3.	3.39 Performance Guarantee Bond towards performance of contract		3.39.1 Within 45 days of the receipt of the	We will provide Contract Performance bond =10% (valid till hand over) of the contract value.	Tender conditions prevails.

			<p>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 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</p>		
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			<p>of such bank guarantee issued, towards performance of the Contract, shall be up to Hanover/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 and after receipt of performance</p>		
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			<p>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 Yard Cranes: After successful completion of the work, final Testing & Commissioning of the crane and before handing over of the new Yard Cranes 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</p>	<p>We will only provide performance bond =5% (valid till the end of defect liability period of 24 months) of the contract value.</p>	<p>Performance Bond of 10% prevails for 12 months or 2000 hrs of operation, whichever is earlier from the date of FAC.</p>
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			<p>draft Bank Guarantee form at Annex-V of this tender document. The validity of such bond issued shall be for a period of 12 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 Yard Cranes only for this Guarantee.</p> <p>Note: The tenderer has the option to submit only one Bank Guarantee covering Performance Bank Guarantee as well as</p>		
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			<p>warranty period (defect liability period), with a claim period of three (03) months, after completion of warranty.</p> <p>3.39.4 Performance Bond after completion of Defect Liability period for new Yard Cranes supplied: The contractor shall submit a Performance Bond, in respect of new Yard Cranes 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 painting, at least 30 days before the expiry</p>	<p>We would request you to withdraw this clause of further performance bond of 3 years equivalent to 3% of contract price.</p>	<p>3.39.4 and 3.29 has been amended to, the steel structure and painting and anti-corrosion application shall be guaranteed for a period of 12 month or 2000 hrs of operation from the date of FAC, whichever is earlier</p>
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			<p>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 3 Nos. of 100 Ton (AT) and 3 Nos. of 60 Ton (RT) capacity Yard</p>		
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			<p>Cranes as applicable only for this Guarantee.</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 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</p>		
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			<p>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 satisfaction of the Employer and on making an application thereof and submission of Bank Guarantee as per clause 3.40.4.</p>		
4.	3.44 Insurance of work at manufacture's site for New Yard Cranes		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		Tender Condition Prevails.

		<p>Employer and the Contractor against all loss or damage from whatever cause arising, until the Yard Cranes 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 <u>100% of the contract price of new Yard Cranes excluding spare parts / tools cost.</u></p> <p>3.44.2 Insurance during installation at employer's site: The Contractors 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>3.44.3 The Contractor shall from time to time when so required by the Engineer-In-</p>	<p>Insurance during installation is not under the scope of the supplier</p>	
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			<p>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>		
5.	<p>3.45 Insurance against Third Party Liability (for new yard Cranes) at employer 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 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</p>	<p>3.45 Insurance against Third Party Liability (for new yard Cranes) at employer site is not under the scope of the supplier.</p>	<p>Tender Condition Prevails.</p>

		<p>Contract. The value of TPL policy shall be Minimum of Euro 29,000 (EuroTwenty 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>		
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6.	3.48 IPGL's Lien	<p>IPGL'S LIEN</p> <p>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] 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.</p>	<p>This clause is not accepted to Liebherr as it is not reasonable for IPGL to have lien on the money paid to Liebherr.</p>	<p>Tender Condition holds good.</p>
7.	3.51 Arbitration	<p>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</p>	<p>We will follow International chamber of commerce arbitration rules and regulations which is accepted globally and we propose the place of arbitration in Mumbai.</p>	<p>Tender Condition Prevails.</p>

			appointed by the IPGL and other by the Contractor. The arbitration proceeding shall take place in Mumbai at office of IPGL 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		
8.	3.58 Warranty		<p>During the 24 months or 4000 hrs (whichever is earlier), 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 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</p>	<p>Liebherr warrants that the sales good will be free of defects at the time the risk of loss passes to the Buyer.</p> <p>The warranty period will expire either 12 (twelve) months after taking the crane into operation but not exceeding 15 (fifteen) months after the date of the bill of lading or after 1500 working hours of superstructure whatever comes first. The Buyer will inform Liebherr of visible defects within 30 days after arrival of the sales good in India, otherwise, the sales good will is considered as free of defects. Liebherr will repair or replace the defective part of the sales good and will bear the costs thereof.</p> <p>No warranty will be accepted for defects or damage resulting from normal wear, insufficient care,</p>	<p>The Yard Cranes to be supplied under this contract shall be guaranteed for a period of 12 month or 2000 hrs of operation from the date of FAC, whichever is earlier.</p>

		<p>paid after satisfactory completion of 24 months / 4000 hrs of the Defects Liability Period as certified by the Engineer In charge.</p> <p>Employer's responsibility during warranty period:</p> <ol style="list-style-type: none"> 1. To adhere to PMS program supplied by the Contractor with an adequate recording. 2. Exclusive use of original spare parts 3. Replaced parts shall be returned to the Contractor at his cost; 4. To undertake no modification other than by Contractor's authorised personnel; <p>Warranty shall exclude:</p> <ol style="list-style-type: none"> (i) Operational damages due to mal-operation of crane by IPGL or its authorised representative. (ii) Use of improper fuel or auxiliary materials (iii) Parts subject to normal wear and tear 	<p>improper maintenance, inexperience or negligence. Rust, corrosion, water-damage or other contaminations, chemical or electrolytic processes arising from improper maintenance, insufficient care, inexperience or negligence will not be accepted either.</p> <p>Further claims of the buyer in particular of claims for consequential loss, reduction as well as reimbursement for damages which have not occurred on the sales good themselves, will be explicitly excluded.</p>	
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			Damages resultant of wilful and negligent acts (e.g. use of improper tools)		
9.	Clause no. 3.29	29	'Defect liability period' shall mean a period of 24months or 4000 hrs of operation, calculated from the date of Final acceptance of the Crane, whichever is earlier.	We request you to consider 'Defect liability period' 12 months or 2000 hrs of operation, calculated from the date of Final acceptance of the Crane, whichever is earlier which is to be amended wherever specified in your tender document.	Statement is amended as under: 'Defect liability period' shall mean a period of 12months or 2000 hrs of operation, calculated from the date of Final acceptance of the Crane, whichever is earlier.
10.	Clause no.3.36.1 Clause no.3.58	34 43	The Yard Cranes to be supplied under this Contract shall be guaranteed for a period of 24 (Twenty Four) Months or 4000 hours 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 cranes, under this Contract, by the Engineer-In-Charge.	We request to amend it as follows, The Yard Cranes will be supplied under this Contract shall be guaranteed for a period of 12 (Twelve) Months or 2000 hours towards satisfactory performance of each components. Warranty related to steel Structures, painting and anti-corrosion are to be deleted. Subsequently PBG submission of 3% of contract price related to steel Structures, painting and anti-corrosion also to be deleted.	The Yard Cranes to be supplied under this contract shall be guaranteed for a period of 12 month or 2000 hrs of operation ,from the date of FAC, whichever is earlier.
11.	Clause no.3.44.2 Clause no. 3.45 Clause no. 3.46	39	Insurance during installation at employer's site.	We shall provide insurance of equipment at our works and up to destination Port only. Insurance &	Tender Condition Prevails.

			INSURANCE AGAINST THIRD PARTY LIABILITY (FOR NEW YARD CRANES) at Employer site Compensation	Third Party Insurance at Employer site shall not be in our scope. Therefore we request to delete the clauses accordingly.	
12.	Annexure-VII	61- 62	SCOPE OF WORK FOR THIRD PARTY INSPECTION AGENCY (TPIA)	We request you to limit the Third Party inspection agency to final inspection of the crane which includes load test , functional and dimensional checks and visual checks.	ANNEX-VII is deleted. Third Party Inspection agency shall be appointed by the manufacture at his cost and clause 3.24 and 3.25 prevails.
13.	Schedule 4-A	68	TRAINING OF CRANE OPERATORS & MAINTENANCE PERSONNEL:- Total 30 days specified.	Training of crane operators and maintenance personnel for 30 days is not required. Training for max. 5 days will be provided.	Total training days for operators and maintenance personnel shall be 5 days.