

No. IPGL/YARD CRANES/2018

Dated: 10th September, 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."

Addendum/Corrigendum/Clarifications to the Clarifications uploaded on 11th April 2018 on pre-bid queries raised during pre-bid meeting held on 12th March 2018— reg.

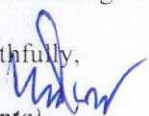
Ref: Tender No. IPGL/YARD CRANES/2018.

Sir,

1. In continuation of clarifications uploaded on 11th April 2018 after the pre-bid meeting held on 12th March, 2018, of the subject tender, please find attached herewith clarifications / addendum / corrigendum. These clarifications and addendum / corrigendum will also be available on the web-sites of Jawaharlal Nehru Port Trust / Kandla Port Trust (Deendayal Port Trust) and Indian Ports Association.
2. As per clause 2.9 and 2.11 (Volume-I) of the Tender, this 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 their 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 extended to **19th November, 2018 at 15:00 hrs**. The technical bids of the offers so received by this date and time will be opened at **15:30 hrs** on the same day i.e. **19th November, 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)

Addendum/Corrigendum/Clarifications in continuation to the Clarifications uploaded on 11th April 2018 on pre-bid queries raised during pre-bid meeting held on 12th March 2018 – reg.

Sr no	Volume-I&II Clause No.	Page No.	Tender Specification Requirement	Clarification/corrigendum/Amendment From IPGL
1.	2.1.1	05	Note: If the Tenderer is a subsidiary Company, then for the purpose of meeting MEC criteria of clause 2.1.1, documents submitted by the tenderer of its holding Company and/or its sister company can be considered, provided the holding company certifies that the tenderer and/or its sister company is their subsidiary and the holding company is severally and jointly responsible for compliance of the contract terms and conditions.	Note: If the Tenderer is a subsidiary Company, then for the purpose of meeting MEC criteria of clause 2.1.1, documents submitted by the tenderer of its holding Company and/or its sister company can be considered, provided the holding company certifies that the tenderer and/or its sister company is their subsidiary and the holding company is severally and jointly responsible for compliance of the contract terms and conditions. Authorised dealer of OEM can also participate as a tenderer if he provides certificates/documents from OEM demonstrating their relationship and confirmation from OEM to provide all the services (e.g. Warranty Support, Spare parts, QAP, TPIA, Insurance, Training programme etc) which hereto is to be provided by the Tenderer. OEM can have Agreement / give authorisation for this project to only one dealer.
2.	2.8	08	In case, the Tenderer is an Original	In case, the Tenderer is an Original Equipment

			Equipment Manufacturer (OEM) who in turn intends to execute the order through their Authorised Distributor / Dealer / Licensee 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.	Manufacturer (OEM) who in turn intends to execute the order through their Authorised Distributor / Dealer / Licensee or Business Partner, such nominated firm may utilise the credentials of OEM to fulfil all the minimum qualifying criteria (MEC) as stipulated in Clause No. 2.1.1 of this tender document to get qualified for further evaluation. Thus, the copies of work-orders and/or completion certificates, client certificates of satisfactory completion of warranty period issued in favour of OEM will be taken into consideration while evaluating the MEC. 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.
3.	2.15.10	13	Details of the training programme to IPGL and/or its Associate employees as per Schedule 4 and Schedule 4 A (Volume-I) of this tender document. Training will be provided at Employer's site and shall focus on operation, maintenance and trouble shooting.	Details of the training programme to IPGL and/or its Associate employees as per Schedule 4 and Schedule 4 A (Volume-I) of this tender document. Training will be provided at Employer's site and shall focus on operation, maintenance and trouble shooting. If authorised dealer is a tenderer then, the tenderer has to produce a certificate from OEM to comply training scheme and schedule as attached in tender.
4.	2.15.11	13	Quality Assurance Plan indicating all activities steps by step at various stage	Quality Assurance Plan indicating all activities steps by step at various stage of project as per

			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	Schedule 5 (Volume-I) and details of instruments for Testing & quality control as per Schedule 6 (Volume-I) of this tender document, if authorised dealer is a tenderer then, the tenderer has to submit a certificate from OEM to the requirement of Schedule 5 and Schedule 6.
5.	2.20	18	Export Approval This contract will be subject to the respective export approval laws of country of origin	Export Approval This contract will be subject to the respective export approval laws of country of origin. If the authorise dealer is a tenderer, this approval need to be provided by OEM.
6.	3.32	31	(c) Third stage: 20 % of CIF Price mentioned in LOA against receipt of equipments at destination port in good condition.	(c) Third stage: 20 % of CIF Price mentioned in LOA against receipt of equipment at destination port in good condition on verification and certification by Engineer-In- Charge.
7.	3.39.4	36	Performance Bond after completion of Defect Liability period for new Yard Cranes supplied:	"Stand Deleted".
8.	3.61(ii)	44	(ii) As regards damages and indemnifications, the Contractor shall not be liable for incidental, indirect or consequential damages to the extent such limitation of liability is valid under Indian law.	Tender condition holds good.
9	3.51	42	ARBITRATION: Disputes if any, between IPGL and the Contractor during the currency of the Contract or after the completion of the work or	Arbitration shall be in accordance with International Chamber of Commerce and the venue shall be Mumbai or Singapore which shall be mutually decided.

			<p>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 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.</p>	
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10	3.24.1	27	The employer shall depute two engineers for inspection & testing at contractor's works and sub contractor's premises for maximum 5 days, for which the necessary co-ordination & arrangements shall be made by the contractor at his cost.....	The employer shall depute One engineer for inspection & testing at contractor's works and sub contractor's premises for maximum 5 days, for which the necessary co-ordination & arrangements shall be made by the contractor at his cost.....
11	3.24.2	27	The expenses of two engineers deputed for inspection of cranes 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.	The expenses of One engineer deputed for inspection of cranes 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.
12	3.43 (c)	38	Seventh (7th) line from top	Delete the following " <i>However... under Option 2 of clause of 3.12</i> "
		39	Fourth(4th) line from top	Delete the following " <i>Furthershall remain unchanged.</i> "

13	Schedule 11.i.e Format of Price Schedule (Tender No. IPGL/YARD CRANES/2018)	77&78	<p>Part I A and Part I B</p> <p>Part I B</p>	<p>Add following note under Schedule 11 both part I A and I B</p> <p>Note: IPGL reserves the right to split the order for 3 nos All-Terrain cranes and 3 nos Rough Terrain Cranes on the basis of lowest offers in each price schedule separately.</p> <p>Add following note under Schedule 11 part 1B</p> <p>Note: All Terrain Cranes in place of Rough Terrain Cranes are also acceptable and will be evaluated at par in accordance with the tendered capacity. However, award of the contract shall be based on the lowest price offered by the technically suitable bidder. It is further clarified that, in Part 1B, irrespective of offered crane being All Terrain OR Rough Terrain, the work-order shall be based on the lowest offered price.</p>
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