

No. IPGL/ RFP/2017

Dated: 11th April 2017

To,

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

Subject: Tender for “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of 4 (Four) nos of new Rail Mounted Quay Cranes (RMQCs), post-panamax size at Shahid - Behesti Port at Chabahar, Islamic Republic of Iran”.

Ref: Tender No. IPGL/RMQC/2017

Clarifications to the pre-bid queries and amendments / corrigendum to the Tender clauses.

Dear Sir,

1. With reference to the pre-bid meeting held on 29th March 2017, of the subject tender, please find attached herewith the pre-bid clarifications / amendments. These clarifications and amendments / corrigendum will also be available on the web-sites of JNPT / Kandla Port and IPA, New Delhi.
2. As per clause 2.8 and 2.17 (Volume-I) of the Tender, these clarifications / amendments / corrigendum so issues, shall form part of the Tender document and remain binding on all the Tenderers and same shall be accepted and submitted by all the Tenderers along with the offer. Hence, you are requested to submit a copy of Pre-Bid clarifications / amendments / corrigendum duly signed and stamped along with Original copy of the Tender documents. Tender received without copy of Pre-Bid Clarifications / amendments / corrigendum duly signed and stamped shall not be considered for evaluation. Other clause, Annexure, Schedule, of the Tender remains unchanged.
3. Extension of due date and Time for Bid submission: It is informed that the due date and time for submission of offers under this tender has been extended up-to **15:00 Hrs. on 3rd May 2017**. The Technical bids of the offers so received by this date will be opened at **15:30 Hrs. on the same day i.e. 3rd May 2017**. **The venues of the submission of the offers remain unchanged.**

Kindly acknowledge the receipt of this communication.

Yours faithfully,

(A.K. Gupta)
Managing Director

Encl: as above.

(Tender No. IPGPL / RMQC / 2017)

COMMERCIAL CLARIFICATIONS PERSUANT TO PRE-BID MEETING HELD ON 29th MARCH 2017 FOR RFP OF FOUR (4) NOS. OF NEW RAIL MOUNTED QUAY CRANES (RMQCs), POST PANAMAX SIZE AT SHAHID BEHESHTI PORT, CHABAHAR, ISLAMIC REPUBLIC OF IRAN.

NEW RAIL MOUNTED QUAY CRANES (RMQCs)

Sr. No.	Volume-I Clause No.	Page No.	Tenders Specification Requirements	Queries	Clarification From IPGL
1	2.1.1	4	<p>c. Capacity and Capability: The tenderer should have supplied at least Four (04) nos. RMQCs with similar or higher outreach and Lifting Capacity of 50 Tons and above under twin lift spreader, during any of the year in last Seven (07) years to the top Hundred Container Ports as per independent international publication such as Lloyds list etc along with documentary evidence.</p> <p>d. Satisfactory Performance: At least Two (02) RMQCs supplied in the last Seven (07) years must have completed warranty period satisfactorily. (Clients certificate to be submitted).</p>	<p>1. To present our query we assume for an example that an "X" port which is out of top hundred container ports in 2010 as per the Lloyds List of that year but it is not in top hundred container port List in 2015, which is the year of our supply of equipment to them. In this scenario are we eligible to participate. Kindly explain the term more elaborately.</p> <p>2. We understand that the supply record has to be of 04 RMQC's out of which at least 02 should have completed the warranty period, and besides these 4 equipment 02 more should be under construction, therefore the total manufacturing</p>	<p>c. Capacity and Capability: During preceding seven (07) years the Tenderer should have supplied four (04) Nos. RMQCs with similar or higher outreach and Lifting Capacity of 50 Tons and above under twin lift spreader. The year of supply and the Port being in top 100 ports need not be the same.</p> <p>d. The Criteria c and d are independent of each one.</p>

			<p>e. Recent Business Activities: The tenderer should have supplied or is in the process of manufacturing at least Two (02) RMQCs during the last Five (05) years. (Work order and / or completion certificate to be submitted).</p>	<p>record should be of 04+02 or is it out 04 RMQC's 02 should have completed the warranty period and 02 should be under construction, therefore the total manufacturing record should of 04 RMQCs. Kindly clarify</p>	<p>e. The Work order and / or completion certificate for at least Two (02) Nos. RMQCs to be submitted to establish that the Bidder is in business of manufacturing RMQCs during last Five (05) Years.</p>
2	2.1.1. a	4	<p>Financial Standing: The average annual financial turnover or average annual of permanent assets of the tenderer over the past three years shall be at least US Dollars 32,000,000.00 (US Dollars Thirty two million only) or equivalent. (Audited and certified copies of annual financial reports from authorized Chartered Accountant to be submitted). For documents in language other than English, translation in English duly certified by a Chartered Accountant shall be considered for evaluation.</p>	<p>Acceptable Subject to Because we are a Chinese company, the original audited report scan copy with translation by us is acceptable. Translation duly certified by Chartered Accountant is not acceptable. Rather supplier can submit a self-declaration for true translation copy.</p>	<p>Self certification of the translated version in English by an Authorised senior official of the Tendering Company is acceptable.</p>
3	2.1.1. b	4	<p>The tenderer should be in the business of designing, manufacturing, Supplying and Commissioning of RMQCs, at least for the last Seven (07) years. (Work order and completion certificate to be submitted for years 2009 or before).</p>	<p>Since we have received the contract on 2009 so we have received the completion certificate in 2011. So it proves that we are in business since 2009. So the proposed revised clause is as following. "The tenderer should be in the business of designing, manufacturing, Supplying and Commissioning of RMQCs, at least for the last Seven (07) years. (Work order for years 2009 & and</p>	<p>Work order of 2009 along with completion certificate of the same work order in 2011 is acceptable as per existing tender conditions.</p>

				completion certificate to be submitted for years 2009 or after)".	
4	2.1.1 c	4	<p>The tenderer should have supplied at least Four (04) nos. RMQCs with similar or higher outreach and Lifting Capacity of 50 Tons and above under twin lift spreader, during any of the year in last Seven (07) years to the top Hundred Container Ports as per independent international publication such as Lloyds list etc along with documentary evidence.</p>	<p>Because the RMQC is totally customized products based on customer requirement, the biggest RMQC supplied by us till now is 2 nos. RMQC with 61 ton and outreach 53m. We surely have the ability to design and manufacture RMQC of 65 ton and outreach 50m as per IPGPL requirement. But we did not supply these STS to top 100 container ports. Hence, We suggest modify this clause as below:</p> <ol style="list-style-type: none"> 1. The tenderer should have supplied at least four (04) nos. RMQCs during the last seven (07) years to the top Hundred Container Ports. 2. As documentary evidence either of the following documents is acceptable. The documents are P.O Copy / PAC / FAC / Commissioning Report / Letter of Acceptance. 	<p>c. Capacity and Capability: During preceding seven (07) years the Tenderer should have supplied four (04) Nos. RMQCs with similar or higher outreach and Lifting Capacity of 50 Tons and above under twin lift spreader. The year of supply and the Port being in top 100 ports need not be the same. For the purpose of supporting document, copy of the work-order, mentioning therein, details of equipment with relevant scheduled dates, number of equipments and dated final acceptance certificates duly signed by the customer to be submitted. For satisfactory completion of warranty, client's certificate (with dated signature of client) to this effect to be submitted.</p>
5	2.2.1	5	Tenders shall be received in the office of the Managing Director, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010, up to 15:00 hrs on 17th April	We request to extend the tender due date as 31.05.2017 because the tender needs to be prepared by analysing the various factors & also we should receive the pre bid meeting clarification by maximum	Tenders shall be received in the office of the Managing Director, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010,

			2017.	07 working days from the date of pre bid meeting. If the clarifications will be received late then accordingly tender due date to be extended. Every supplier should get fair enough time to quote best techno-commercial offer.	up to 15:00 hrs on 3rd May 2017.
6	2.3.2	6	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 IPGL.	As most of the supplier are from different country, so it will be very difficult to be acquainted with all laws at Iran. Being the employer M/s IPGPL in consultation with Iran, should always update the current status of local laws, bye laws in force & rules & regulation at Iran during the contract period.	The bidders are advised to carry out their own due diligence to comply with the tender conditions.
7	2.5.1	6	Notwithstanding anything contained in this tender document, IPGL reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.	Since the bidding process attracts lots of cost & considerable amount of time to the supplier. It may not attract any cost to M/s IPGPL. Since this is the third time we have received the tender, so M/s IPGPL must submit the reason for the tender annulment.	Tender condition prevails, however IPGL will endeavour to justify.
8	2.6	7	TENDER VALIDITY	Since in the last two tenders for RMQCs, M/s IPGPL appraised that they are very much concerned to	Tender condition prevails.

				finish this project with very short time. So we are here by requesting to reduce the tender validity upto 90 days only.	
9	2.6	7	.....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.	In case of tenderer will not agree to the extension then the EMD will be refunded within 07 working days.	EMD will be refunded within 21 days.
10	2.10.2	9	<p>STAMP DUTY & OTHER EXPENSES:</p> <p>All costs, charges and expenses including any duty in connection with the Contract as well as preparations and completions of agreement including registration of same by the tenderer, if he wishes to do so, shall be payable by the Tenderer. Tenderer shall ascertain the taxes and duties to be paid on his own due diligence before the submission of the bid. 9</p> <p>All taxes duties, to be paid to any statutory bodies in places other than Iran shall be paid by the tenderer. The Bidder shall quote their CIF prices inclusive of all taxes and duties related to their</p>	Tenderer will only bear the taxes & duties related to his own country of export. M/s IPGPL will bear & pay the taxes / duties related to Iran, if payable directly to the IRANIAN govt. Tenderer will only quote the CIF price. This is a mandatory requirement from our side.	<p>All relevant tender conditions prevail.</p> <p>This clause 2.10.2 may be read with clauses Nos. 2.16.3, 3.9, 3.13 and 3.33.</p> <p>For avoidance of doubt,</p> <p>(i) It is further clarified that CIF value includes all dues at port of origin and vessel related charges at the disport.</p> <p>(ii) Wharfage at disport will be reimbursed to the bidder against the documentary evidence.</p> <p>(iii) Taxes and duties for those items / equipments which are appearing in the Price Schedule , the custom duty in Iran is exempted, however if paid, shall be initially borne</p>

			country of export. The Bidder shall exclude from his price, the custom duty / related taxes (if any payable in Iran) for those items / equipments only which are appearing in the Price Schedule. These taxes / duties related to Iran, if payable, shall be initially borne by the Bidder and later reimbursed on actual by IPGL, based on production of relevant proof.		by the Bidder and later reimbursed on actual by IPGL, based on production of relevant proof.
11	2.12	10	<p>LANGUAGE OF TENDER:</p> <p>The Tender submitted by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the IPGL 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 MEC of Financial Standing, the audited report in language other than English, translation in English duly certified by a Chartered Accountant shall be</p>	All the documents available in Chinese will affix with supplier's own translation. Supplier will stand guarantee for all the translations. This is mandatory. Without this it will be impossible to participate in the bid. Different country has different rules of approval. M/s IPGPL must pay respect to global norms.	Self certification of the translated version in English by an Authorised senior official of the Tendering Company is acceptable.

			considered for evaluation.		
12	2.11.5	9	Training	According to our experience, 10 days is enough for training at contractor's work. So revise accordingly.	Refer Schedule 4 A. Training at contractor's work is in two batches, each batch containing two engineers for drive, PLC and CMMS and two engineers for mechanical / hydraulic systems, i.e. each batch for maximum Ten (10) days.
13	2.15.3	12	.....A certificate only from the tenderer will not suffice.	The supplier will translate & stand guarantee for the translation. In case M/s IPGPL need the translated copies to be audited & certified by Chartered Accountant, then they may hire any Indian agency to check the documents. In case of any discrepancy in translation, we stand responsible.	Self certification of the translated version in English by an Authorised senior official of the Tendering Company is acceptable..
14	2.15.5		List and copies of work orders executed during the last (07) seven years and documentary evidence of completion of work i.e. clients final acceptance certificates mentioning details of work-order with dated signature indicating supply of RMQCs as per Clause 2.1.1.b.	Many of our clients while issues F.A.C followed their own format & rules. So we cannot force any client to re-issue as per M/s IPGPL's requirement. We will provide the copy of the F.A.C issued to us. Also P.A.C indicates & fulfils & proves the requirement in tender. So P.A.C should be acceptable. Here P.A.C means Provisional Acceptance Certificate which indicates that we have received the contract & supplied the machines which means it satisfies M/s IPGPL's requirement.	Any format is acceptable as long as the content of the client's certificate demonstrates that all the parameters of that particular MEC Clause are met.

15	2.15.14	13	Details of Sub Contractors involved in the various activities according to Schedule 7 (Volume-I) of this tender document.	During the manufacturing stage, considering the sub-contractors ability to fulfil our requirement, we may add or leave some contractors. So there should be provision & no restrictions to add or remove any sub-contractor during the execution stage than the tender stage.	Addition and / or deletion shall be with approval of IPGL.
16	2.15.15		b) Details of bought off out items and its quality certification plan to be provided at appropriate stage.	Quality certification plan of our vendors will be sufficient. As the major bought out items suppliers are renowned & reputed brand & they have their own QC system. At the tender stage we will submit only our QAP.	Accepted.
17	2.15.22	14	Current Commitments in Hand as per Schedule 16 (Volume-I).	Due to confidentiality agreement with our previous customer, we will not be able to disclose the Price. So request to remove the Price column from Schedule 16.	Accepted.
18	2.15.23	14	Details of works completed in past as per Schedule 17 (Volume-I).	Due to confidentiality agreement with our previous customer, we will not be able to disclose the Price. So request to remove the Price column from Schedule 17.	Accepted.
19	2.15.25	14	Tentative drawings of various arrangements of the crane as per clause 3.26 (Volume-I) of this tender document.	The tentative drawing will be indicative only. There will be revised drawing after the Kick Off Meeting. So at the tender stage the indicative drawing will be having no binding upon the contractor.	Final documents shall be approved by IPGL or our authorised agency.

20	2.16.3	15	<p>.....The Bidder shall quote their CIF prices inclusive of all taxes and duties related to their country of export. The Bidder shall exclude from his Price only the custom duty / related taxes if any payable in Iran for the items / equipments appearing in the Price Schedule. These taxes/ duties related to Iran shall be initially borne by the Bidder and later reimbursed on actual by IPGL, based on production of relevant proof.</p>	<p>Tenderer will only bear the taxes & duties related to his own country of export. M/s IPGPL will bear & pay the taxes / duties related to Iran, if payable directly to the IRANIAN govt. Tenderer will only quote the CIF price. This is a mandatory requirement from our side.</p>	<p>This not a deviation but non-acceptance of tender terms. Taxes / duties related to Iran, if payable, shall be initially borne by the Bidder and later reimbursed on actual by IPGL, based on production of relevant proof.</p>
21	2.17		<p>PRE – BID CONFERENCE</p>	<p>We hope that unlike last two times pre-bid meeting, this time the pre bid meeting will give sufficient information & clarifications to all the contractor. Also M/s IPGPL should consider very seriously on all the requests of the supplier rather than replying "Tender condition prevails". If tender condition prevails then M/s IPGPL should give proper explanations to the Bidders. Otherwise there is no meaning for the pre bid meeting. Also the pre bid meeting reply to all the contractors should be given within 07 days. In case M/s IPGPL revise any terms & conditions after the pre bid meeting final reply & before the tender due date, then M/s IPGPL should give proper reason for it & the revision should not favour any of the suppliers.</p>	<p>This is not a pre-bid query however suggestion is noted.</p>

22	3.9.3	24	If available, Office space including electricity and water, as indicated by the tenderer shall be provided on chargeable basis.	Office space including electricity and water, as indicated by the tenderer shall be provided on free basis. Also at the time commissioning at site the diesel & electricity & water supply should be provided on free of charge basis.	Tender condition prevails. “On chargeable basis” means any expenses and cost incurred shall be borne by the tenderer.
23	3.9.2	24	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, charges as applicable and take necessary clearance required from the customs department.	The contractor will submit all the relevant documents mentioned in LC. It is the responsibility of M/s IPGPL to pay all the clearing charges & to take necessary permission from Iran govt & necessary clearance from the customs department.	Tender condition prevails.
24	3.12	25	<p>COMPLETION PERIOD OF WORK:</p> <p>Option 1:</p> <p>Supply of all 4 Nos. RMQC: within a period of 16 (Sixteen) months from the date of opening of Letter of Credit (LC).</p> <p>Option 2:</p> <p>Supply of 2 Nos. RMQC: within a period of 14 (Fourteen) months from the date of opening of Letter of Credit (LC). Supply of balance 2 Nos. RMQC: within a period of 20 (Twenty) months from the date of opening of Letter of Credit (LC).</p>	<p>COMPLETION PERIOD OF WORK:</p> <p>Option 1:</p> <p>Supply of all 4 Nos. RMQC: within a period of 20 (Twenty) months from the date of opening of Letter of Credit (LC).</p> <p>Option 2:</p> <p>Supply of 2 Nos. RMQC: within a period of 18 (Eighteen) months from the date of opening of Letter of Credit (LC). Supply of balance 2 Nos. RMQC: within a period of 22 (Twenty Two) months from the date of opening of Letter of Credit (LC).</p>	Tender condition prevails.

25	3.19	27	ACCESS TO SITE:	M/s IPGPL will issue all the permissions related to access to site. The contractor will only submit the related documents required M/s IPGPL.	IPGL shall co-operate / assist the contractor.
26	3.24	29	INSPECTION AND TESTING OF WORK AT CONTRACTOR'S AND SUB CONTRACTOR'S PREMISES.	The pre dispatch inspection should be finished by 20 days.	It is clarified that the IPGL will co-operate to complete the pre dispatch inspection soonest possible.
27	3.25.2	32	The Contractor shall arrange to test the equipment for load test by a Competent Agency notified by competent authority at Employer's site.	In India the competent agency means the maritime dock safety agency. But in Iran, M/s IPGPL to make clear statements & regulations. Also M/s IPGPL to introduce some of the agencies based at Iran so that we can deal with this norm.	All the tests shall be carried out in presence of TPIA and / or Engineer-in-charge or his authorised representative so as to meet all local statutory regulations.
28	3.29	34	DEFECT LIABILITY PERIOD	The start of defect liability period will be from the date of provisional acceptance certificate not the final acceptance certificate.	Please refer Clause 3.35.4, Second paragraph.
29	3.32.2	36	Payments towards Spare Parts	We propose the payment terms as followings. 1. 30 % advance. 2.50 % of CIF Price mentioned in the LOA against delivery of Spare parts 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. 3.20 % of CIF Price mentioned in the LOA on commencement of commercial operation of the equipment.	Tender condition prevails.

30	3.32.2	36	Note: Spare Parts as listed in schedule-10 are optional and not to be considered for evaluation. However, the Bidder has to confirm that prices quoted for spares will remain valid for 2 years from date of Final Acceptance.	The spare parts price will only be valid for 6 months from the date of award of contract. If we go by tender terms, then the validity of spares is almost 48 months which is really impossible to guarantee in this volatile market.	Tender condition prevails.
31	3.32.4	36	Payment of Duties	Tenderer will only bear the taxes & duties related to his own country of export. M/s IPGPL will bear & pay the taxes / duties related to Iran, if payable directly to the IRANIAN govt. Tenderer will only quote the CIF price. This is a mandatory requirement from our side.	This clause may be read with clauses Nos. 2.16.3, 3.9, 3.13 and 3.33. For avoidance of doubt, (i) It is further clarified that CIF value includes all dues at port of origin and vessel related charges at the disport. (ii)Wharfage at disport will be reimbursed to the bidder against the documentary evidence. (iii)Taxes and duties for those items / equipments which are appearing in the Price Schedule , the custom duty in Iran is exempted, however if paid, shall be initially borne by the Bidder and later reimbursed on actual by IPGL, based on production of relevant proof.
32	3.35.3	38	Issue of Provisional Certificate: .....pending punch list items shall be attended within 6 weeks from the date of this application	.....The pending punch list items shall be attended within 6 weeks from the date of application but does not guarantee the completion with six weeks... It depends on the	Tender condition prevails.

				severity of the punch list.	
33	3.35.3	38	.....The Engineer In-Charge shall issue to the Contractor the Provisional Certificate for Commercial Operations within 14 days after receiving an application thereof.	.....The Engineer In-Charge shall issue to the Contractor the Provisional Certificate for Commercial Operations within 14 days after receiving an application thereof but the date of P.A.C should be the date of application & there should not be any LD on this 13 days delayed part by M/s IPGPL.	Tender condition prevails.
34	3.39	41	EMD & All type of Bank Guarantee	As per the subject tender, we are in trouble to obtain the bonds as all banks with us expressed us they cannot issue any bond to the subject project where shall be installed in Iran because of US Sanction .	Please see Annexure II & V as format of B.G. Option of Demand Draft (DD) is also available in lieu of B.G.
35	Annex-VII	74	1.a)Witness Welder Qualification Test and certification by TPI	We have certain welders who already been certified by International reputed TPIA. So those welders are exempted for the certification again by your appointed TPIA. This will save time.	Subject to acceptance by our appointed TPIA.
36	Schedule 4 A	81	1.1.....The training session by OEM for Drives, PLC &CMMS will be performed at the site of the work	Since we are only buying the hardware's from the OEM & software integration is being carried out by our self, so training by OEM	Acceptable.

				is not required. Our trainers are sufficient for the training.	
37	Schedule 4 A		1.2. Training Sessions.....At the works of Contractor.	We propose the training only in one batch since the delivery by us will be in one consignment. Even if the delivery is in two batches there also no need for 20 days training of two batches. One batch is enough. In case the employer wants to increase the man power then it is acceptable in one batch only.	Refer Schedule 4 A. Training at contractor's work is in two batches, each batch containing two engineers for drive, PLC and CMMS and two engineers for mechanical / hydraulic systems, i.e. each batch for ten days.
38	Schedule 9	87	4. 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	We propose the tender deviation in USD rather than percentage.	The tenderer shall indicate the Price adjustment in terms of percentage against each deviation, in schedule 9 of Volume–I, where as price adjustment in absolute amount shall be mentioned in the Price –Bid, Schedule 11.
39	Schedule 10		Reducer 6. Personal Lift	Please clarify this term.	It is reducer (Gear Box) of personal lift.
40	Price Schedule 11- Part II	96	Manufacturers Name & Model No.	It cannot be given for all the items & also at this tendering stage. After kick off meeting & G.A Drawings approval we will give the complete details	Major Components of the Equipment (Mechanical, Electrical & Electronics) as listed in Schedule 10 of Volume – I, prices to be submitted in Schedule 11 Part – II.
41	3.5.3		If the Contractor fails to remedy such default within 30 days after the receipt of such notice the Employer shall be entitled	Bidder to respond promptly and mutually agree a time period for remedy. After that Employer shall be	Tender Condition Prevails.

			to forfeit to the extent of the loss or damage incurred by reason of the default.	entitled to forfeit to the extent of the loss or damage incurred by reason of the default.	
42	3.8		The Engineer in charge, his authorized representative, other authorities and officials of the Employer shall be afforded to inspect all facilities arranged by the Contractor at site.	IPGPL to follow the manufacturing scheduled of Bidder which will be made available to IPGPL. Scheduled to be discuss during kickoff meeting for mutual agreement	IPGL to follow Manufacturing Schedule of the Tenderer which will be made available to IPGL during Kick-off Meeting for mutual agreement.
43	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.	Bidder to pay initially 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. IPGPL to reimburse the same amount within one month against submission of documentary evidence.	Taxes and duties for those items / equipments which are appearing in the Price Schedule , the custom duty in Iran is exempted, however if paid, shall be initially borne by the Bidder and later reimbursed on actual by IPGL, based on production of relevant proof. .
44	3.9.1		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.	Bidder to pay initially Port Dues, wharfage, harbour dues, port rates, tolls, berth hire charges as per Port & Maritime Organisation of Islamic Republic of Iran, tariff regulations. IPGPL to reimburse the same amount within one month against submission of documentry evidence.	This clause may be read with clauses Nos. 2.16.3, 3.9, 3.13 and 3.33. For avoidance of doubt, (i) It is further clarified that CIF value includes all dues at port of origin and vessel related charges at the disport. (ii)Wharfage at disport will be reimbursed to the bidder against the documentary evidence. (iii)Taxes and duties for those items / equipments which are appearing in the Price Schedule , the custom duty in Iran is

					exempted, however if paid, shall be initially borne by the Bidder and later reimbursed on actual by IPGL, based on production of relevant proof.
45	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.	Custom clearance formalities to be arranged by Bidder. Custom duties if any to be paid by IPGPL.	Custom clearance to be arranged and borne by the tenderer.
46	3.12		COMPLETION PERIOD OF WORK (RTGCs):		Tender Condition Prevails.
			with a Total completion period of 12 (Twelve) months from issue of Letter of Acceptance (LOA) or 11 (Eleven) months from the date of opening of Letter of Credit (LC), whichever is earlier.	Agreed by Bidder	
47	3.13		RATES AND AMOUNTS INCLUDE ALL CHARGES:		This clause may be read with clauses Nos. 2.16.3, 3.9, 3.13 and 3.33. For avoidance of doubt, (i) It is further clarified that CIF value includes all dues at port of origin and vessel related charges at the disport. (ii) Wharfage at disport will be reimbursed to the bidder against
			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.	Bidder to pay initially 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. IPGPL to reimburse the same amount within	

			one month against submission of documentry evidence.	the documentary evidence. (iii)Taxes and duties for those items / equipments which are appearing in the Price Schedule , the custom duty in Iran is exempted, however if paid, shall be initially borne by the Bidder and later reimbursed on actual by IPGL, based on production of relevant proof.
48	3.33.1		Payment of taxes and levies	
			The Contractor shall pay all taxes, levy and duty which he may be liable to pay to State Govt or Govt. of India or Islamic Republic of Iran or local or any other authority under any law for the time being in force in respect of or in accordance with the execution of work.	<p>Bidder to pay initially 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. IPGPL to reimburse the same amount within one month against submission of documentry evidence.</p> <p>This clause may be read with clauses Nos. 2.16.3, 3.9, 3.13 and 3.33. For avoidance of doubt, (i) It is further clarified that CIF value includes all dues at port of origin and vessel related charges at the disport. (ii)Wharfage at disport will be reimbursed to the bidder against the documentary evidence. (iii)Taxes and duties for those items / equipments which are appearing in the Price Schedule , the custom duty in Iran is exempted, however if paid, shall be initially borne by the Bidder and later reimbursed on actual by IPGL, based on production of relevant proof.</p>

49	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.	The clause shall be exercised with due diligence to comply with the contract conditions.
50	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.	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 as per contract condition.	Acceptable.
51	2.1.1. c		Capacity & Capability: The tenderer should have supplied at least Four (04) nos. RMQCs with similar or higher outreach and Lifting Capacity of 50 Tons and above under twin lift spreader, during any of the year in last Seven (07) years to the top Hundred Container Ports as per independent international publication such as Lloyds list etc. along with documentary evidence.	As only few container crane manufacturers supplied four (04) Nos. RMQC with similar or higher outreach and lifting capacity under twin lift spreader to the top hundred container ports during the last seven (07) years, there will be no competition under this requirement. To ensure a reasonable & fair competition, could you please remove the clause "TO THE TOP HUNDRED CONTAINER	Tender condition prevails. c. Capacity and Capability: During preceding 7 years the Tenderer should have supplied four (04) nos. RMQCs with similar or higher outreach and Lifting Capacity of 50 Tons and above under twin lift spreader. The year of supply and the Port being in top 100 ports need not be the same.

				PORTS”?	
52	2.7.3		Power of Attorney: 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.	Is it necessary for the Power of Attorney to be notarized?	Board resolution copy is required.
53	2.18.3 d)	18	... Within a week of submission of Performance BG, the Contract agreement shall be signed between the IPGL and the Successful Tenderer.	Performance bond normally shall be submitted after signing of contract, also we have to submit the signed contract document to bank. So, we requests that this sentence to be amended as follows; ... The performance bond shall be submitted within 30 days after the contract signature between the IPGPL and the successful Tenderer.	Tender condition prevails.
54	3.9.3	24	If available, Office space including electricity and water, as indicated by the tenderer shall be provided on chargeable basis.	Please clarify the meaning of "on chargeable basis". And we request to provide us with site office including electricity and water on condition that we pay for incurred cost for that. We requests that this clause to be amended as follows; Office space including electricity and water, as indicated by the tenderer shall be provided by Employer and any expenses and cost incurred for renting the office space shall be	“On chargeable basis” means any expenses and cost incurred shall be borne by the tenderer.

				borne by Contractor	
55	3.17	27	USE OF GROUND:	For erection and installation work at Site, Iran, we kindly ask that purchaser shall obtain any approval from Iran government if necessary. It is simple and easier than contractor get approval. We propose to add the following terms. In case any Government permit, license, right of way, or any approval is required to use the area, IPGPL shall obtain from the relevant authority.	IPGL shall assist and co-operate.
56	3.18.3	27	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.	Contractor is only responsible to perform the work as per the works described on contract, unless those work do impact on contract price and work period. We requests that this clause to be amended as follows; 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. In the event that the Contractor disagrees with Engineer-in-charge's explanation, the relevant matter shall be resolved in accordance with Article 3.50, 3.51	Tender condition prevails. However, this clause may be read in conjunction with clause No. 3.50.

				<p>and 3.52 of this Contract. 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.</p>	
57	3.22.4	29	<p>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</p>	<p>Contractor shall be entitled to comply with all existing laws, but not laws to be passed in future. We propose to delete "in future" as below. ... 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.</p>	<p>Tender condition prevails. However, IPGL will assist and cooperate to mitigate this.</p>
58	3.24.4	30	<p>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</p>	<p>Also, if Purchaser does not attend at the time and place agreed, contractor shall proceed with the test unless otherwise instructed by Purchaser. If the test delayed attributable to purchaser, contractor shall be entitled to have extension of time and additional cost incurred. So, we propose to add the following</p>	<p>Engineer – in - charge or his representative or TPIA shall attend the tests subject to sufficient prior intimation.</p>

			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.	terms. ... If Engineer-in-charge does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer-in-charge, and tests shall then be deemed to have been made in the Engineer-in-charge's presence. If the Contractor suffers delay and/or incurs cost from complying with these instructions or as a result of a delay for which the IPGPL or the Engineer-in-chief, the Contractor shall be entitled subject to Article 3.14 to an extension of time for any such delay and payment of any such cost plus reasonable profit.	
59	3.32	35	Terms of Payment	We proposes the following payment terms: (a) 20 % of Contract Price shall be paid within 30 days from the date of against submission of a Bank Guarantee (b) 40 % of Contract Price shall be paid within 30 days after commencement of erection and installation works of Equipment at Contractor's shop and submission of Bank Guarantee equivalent to 100% of Second payment amount.	TERMS OF PAYMENT: 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), 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

				<p>(c) 10% of Contract Price shall be paid within 30 days after receipt of the Equipment at site</p> <p>(d) 20% of Contract Price shall be paid within 30 days from the date of Completion of commissioning of equipment</p> <p>(e) 10% of Contract Price shall be paid within 30 days from the date of after issuance of final acceptance certificate</p>	<p>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>(a) First stage: Initial advance up to 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>(c) Third stage: 20 % of CIF Price mentioned in LOA against Completion of commissioning of equipment and compliance of operation to endurance test activities and on verification and</p>
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					<p>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>
60	3.32	36	Payments towards Spare Parts as listed out at Schedule – 10 (volume I) shall be made in two stages as mentioned below;	<p>We requests that this clause to be amended as follows;</p> <p>payments towards Spare Parts as listed out at Schedule – 10 (volume I) shall be paid 100% CIF price mentioned in the LOA against delivery of Spare parts</p>	Tender condition prevails as procurement of spare-parts is optional on part of employer.
61	3.32.3	36	Payment for rendering Warranty Support:	<p>We requests that this clause to be amended as follows;</p> <p>Charges for rendering Warranty Support as mentioned in the LOA shall be paid each quarter during Warranty period as per clause 3.59 of the tender and issuance of certificate by the Engineer-In-Charge.</p>	Tender condition prevails.

62	3.32.4	36	... Which will become the property of IPGPL under the Contract will be reimbursed at actual to the Contractor against production of satisfactory documentary evidence.	To avoid any kind of misunderstanding, we recommend add the payment due date for reimbursement. We requests that this clause to be amended as follows; ... Which will become the property of IPGPL under the Contract will be reimbursed at actual to the Contractor within 30 days from the date of submission of documentary evidence.	Reimbursement, if applicable, shall be done without undue delays, not exceeding 60 days, subject to all required documents are in order.
63	3.34	37	Any claim for interest will not be entertained by the IPGL 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 IPGL in making payment.	We would like to ask your acceptance that interest for delayed payment shall be paid by purchaser. We requests that this clause to be amended as follows; If the payment is delayed for more than sixty (60) day, the Contractor is entitled to interest for delayed payment by IPGPL. The interest rate for the delayed payment shall be calculated at the annual rate of the London Interbank Offering Rate (LIBOR) plus two percent p.a. of delayed payment.	Tender condition prevails.
64	3.48	47	IPGL'S LIEN	In our understanding, normally the contractor reserves the right of lien. So please clarify this clause and delete this.	Tender condition prevails.
65	3.24.5	30	3.24 INSPECTION AND TESTING OF WORK AT CONTRACTOR'S AND SUB CONTRACTOR'S PREMISES:	Contractor shall be entitled to do test described in contract. If purchaser	All tests and /or analysis are part of QAP. Hence costs to be borne by the contractor.

				<p>request to do additional tests not mentioned in contract, related cost shall be borne by the purchaser.</p> <p>We requests that this clause to be amended as follows;</p> <p>3.24.5 The cost of all tests and/or analysis effected 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 t 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.</p>	
66	3.24.1	29	<p>... 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. ...</p>	<p>Please clarify the period of employers (2 engineers) stay for Inspection & Testing at contractor's works and sub contractor's premises.</p>	<p>The period of stay of two engineers depends on bidders schedule for inspection & testing at contractor's works.</p>

67	2.1.1	4	<p>Minimum Eligibility Criteria (MEC):</p> <p>a) Financial Standing</p> <p>c) Capacity & Capability</p>	<p>a) Please clarify whether USD 32 Million is the required 'Turnover' OR 'Permanent Assets'. Both terms are very different, and one of them cannot be substituted the other.</p> <p>c) (i) WE REQUEST THAT THE CAPACITY MAY PLEASE CONSIDERED TO BE REDUCED TO 45 TONS.</p> <p>(ii) WE REQUEST THAT THE REQUIREMENT MAY PLEASE BE REVIEWED TO BE DROPPED.</p>	<p>a. Financial Standing: It is clearly mentioned Turnover OR Permanent Assets.</p> <p>c. Capacity and Capability: During preceding 7 years the Tenderer should have supplied four (04) Nos. RMQCs with similar or higher outreach and Lifting Capacity of 50 Tons and above under twin lift spreader. The year of supply and the Port being in top 100 ports need not be the same.</p>
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CORRIGENDUM No. 1

Sr. No.	Volume – I Clause No.	Page No.	Existing Tender Condition	Amended Tender Condition
1	3.32	34	<p>TERMS OF PAYMENT:</p> <p>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), 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>(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.</p> <p>(b) Second stage: 50 % of CIF Price mentioned in LOA after receipt of 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 IPGL site in good condition certified by Marine Insurance Company or any other Insurance</p>	<p>TERMS OF PAYMENT:</p> <p>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), 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>(a) First stage: Initial advance up to 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>(c) Third stage: 20 % of CIF Price mentioned in LOA against Completion of commissioning of equipment and compliance of operation to</p>

			<p>Company which covers all risk along with declaration of the contractor to this effect.</p> <p>Second stage Payment as above to be read in conjunction with Following:</p> <p>“In case the contractor desires to have intermediate payments, payment up to 40% of CIF price of the equipment shall be payable subject to submission of BG equivalent to 110% of intermediate payment and shall carry an interest rate of base Prime Lending Rate of SBI (prevailing on the date of release of said payment) + 2% p.a. The period of interest shall be reckoned from the date of release intermediate payment till receipt of equipment at site in good condition. In case of making intermediate payment, then balance amount from the payment due in the second stage will be released upon receipt of the equipment at site in good condition.</p> <p>(c) Third stage: 20% of CIF Price mentioned in LOA against Completion of commissioning of equipment and compliance of operation to endurance test activities and on verification and 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>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>
2	3.43	44	LIQUIDATED DAMAGES:	LIQUIDATED DAMAGES:

		<p>(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).</p> <p>(b) In the event of failure on the part of the Contractor to commission the new equipment for any reason whatsoever within the period stipulated in clause 3.12, 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 RMQCs at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran.</p> <p>(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 delivered price of the delayed 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, However in case of part delivery or staggered delivery under Option 2 of Clause 3.12, LD of 1% per week or part thereof, shall be calculated based on the delivered price of balance/un fulfilled portions of the contractual obligations i.e. not delivered to the Employer (IPGL). This does not absolve the contractor from his obligation of completion of whole of the work in an expeditious</p>	<p>(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).</p> <p>(b) In the event of failure on the part of the Contractor to commission the new equipment for any reason whatsoever within the period stipulated in clause 3.12, 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 RMQCs at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran.</p> <p>(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 0.5 % per week or part thereof, of the delivered price of the delayed Goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of the percentage of 5 % of Total Contract Price, However in case of part delivery or staggered delivery under Option 2 of Clause 3.12, LD of 0.5 % per week or part thereof, shall be calculated based on the delivered price of balance/un fulfilled portions of the contractual obligations i.e. not delivered to the Employer (IPGL). This does not absolve the contractor from his obligation of completion of whole of the work in an expeditious</p>
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			<p>manner. Contract price shall be inclusive of CIF price plus all taxes and duties payable for computing Liquidated Damages. Further, in case of staggered delivery under Option 2 of Clause 3.12, the payment of LD in the first part of delivery shall not entitle the Contractor to extend the delivery schedule for the second part and the timeline for the second part shall remain unchanged.</p> <p>(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. Even in case of the part taking over, maximum ceiling limit remain in reference to the total contract price.</p> <p>(e) The necessary Liquidated Damages shall be recovered by the Employer from any stage payment due to the Contractor.</p>	<p>manner. Contract price shall be inclusive of CIF price plus all taxes and duties payable for computing Liquidated Damages. Further, in case of staggered delivery under Option 2 of Clause 3.12, the payment of LD in the first part of delivery shall not entitle the Contractor to extend the delivery schedule for the second part and the timeline for the second part shall remain unchanged.</p> <p>(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 5 % of total Contract Price. Even in case of the part taking over, maximum ceiling limit remain in reference to the total contract price.</p> <p>(e) The necessary Liquidated Damages shall be recovered by the Employer from any stage payment due to the Contractor.</p>
3	3.54	49	<p>FORCE MAJEURE:</p> <p>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. It is clarified that a change in applicable laws and regulations in the jurisdiction of the project, if and to the extent such change results in major change in duties/obligations of the affected party and leads to undesirable impact on contractual obligations, the same would fall within the meaning of “Force Majeure” if it is beyond the control of the affected party and has a material and adverse effect as set</p>	<p>FORCE MAJEURE:</p> <p>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. It is clarified that a change in applicable laws and regulations in the jurisdiction of the project, if and to the extent such change results in major change in duties/obligations of the affected party and leads to undesirable impact on contractual obligations, the same would fall within the meaning of “Force Majeure” if it is beyond the control of the affected party and has a material and adverse effect as set out</p>

			out in the contract.	in the contract. Further, it is clarified that (i) In case the duration of the force majeure is less than 365 days, the contract will be suspended during this period and after extinction of the force majeure, the contract will continue. (ii) In case the duration of the force majeure is more than 365 days, the contract may be terminated upon the request of each party.
4	3.42.2	44	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.	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 applicable laws.

(Tender No. IPGPL / RMQC / 2017)

TECHNICAL CLARIFICATIONS PERSUANT TO PRE-BID MEETING HELD ON 29th MARCH 2017 FOR RFP OF FOUR (4) NOS. OF NEW RAIL MOUNTED QUAY CRANES (RMQCs), POST PANAMAX SIZE AT SHAHID BEHESHTI PORT, CHABAHAR, ISLAMIC REPUBLIC OF IRAN.

NEW RAIL MOUNTED QUAY CRANES (RMQCs)

Sr. No.	Volume-II Clause No.	Page No.	Tenders Specification Requirements	Queries	Clarification From IPGL
1	1.7	119	1.7 Standards:	As there are options between BS & FEM standards. So we will follow FEM standards. Subsequently everywhere in the tender, where there is mentioned as BS standard it will be read by us as FEM standard.	Acceptable.
2	1.1	121	Documents and Drawings for Approval		Tender condition prevails.
3	1.1	121	..... (Microsoft office or AutoCAD as necessary).....	Only PDF version of drawings will be submitted.	Acceptable.
4	1.1	121	.Within 5 days from Contract award the Manufacturer shall submit for the Buyer's approval a comprehensive Work Schedule (programme).....	Within 30 days	Within 10 days from contract award is acceptable.

5	1.1	121	.....Within two weeks from Contract award the Manufacturer shall submit for the Buyer's approval a preliminary Contract Quality Plan, outlining QA procedures covering all project management, design, manufacturing and testing processes, including.....	Within 45 days	Tender condition prevails.
6	1.12.2	123	Maintenance Staff Training	Please specify the number of people and duration of training.	Please refer Schedule 4 A of Volume – I for training at contractor's works, four engineers for Drive, PLC & CMMS and Four Engineers for Mechanical / Hydraulics System. Total training days will be 20 days (each batch for 10 days).
7	1.2	127	Spares:.....A priced list of spare parts recommended by the Manufacturer to cover 12000 running hours shall also be submitted with the tender.....	This part will not be submitted as the price is volatile & dependent upon our sub-vendors. Please remove.	This may be ignored as it is covered under Schedule 10 and price-Schedule 11, part II.
8	2.1	128	General: .....Structural steel shall be to BS EN10113 Grades S275N or S355N or equivalent.	Equivalent Chinese standard should be acceptable. As in M/s JNPT-India's largest port it is accepted so it should be acceptable by M/s IPGPL	Equivalent International Standard is acceptable, subject to outcome of mechanical and chemical analysis tests of materials are accepted by TPIA.

9	2.3	129	Welding shall be undertaken in accordance with BS EN 1011-2:2001 Recommendation for welding of metallic materials. Alternative internationally 10recognized standards such as AWS .1 shall be employed, subject to prior approval by the Buyer	There should be no requirement of approval from buyer for AWS standard since it is acceptable as per the tender.	Acceptable, subject, to Compliance to AWS.
10	Appendix A	160	LOM: List of Manufacturers	This list should only be limited to the brand not the country of manufacturing. Every brand has its own QC plan even if the product is being manufactured other than the OEMs own country of incorporation. So we suggest removing the country of origin.	The LOM at Page No. 160 to 163 or Volume – II Technical Specification, prevails. However additional accepted LOM is attached below.
11	1.4.5	page 118	Seismic Design Data (minimum values): Horizontal acceleration (50 year) 0.34g	Bidder proposes seismic load will be considered only on structure design, but not considered on wheel load. When earthquake, wharf may be destructed directly by seismic load but not by exceeded wheel load. Seismic load transfers from ground to STS. So wharf will be destructed earlier than STS. So, it is not necessary to limit the wheel load when earthquake. But seismic load will be considered	The design criteria are to protect both structure and the rails. More over The crane structure shall be designed to withstand earthquake loads in accordance with the Japanese Building Code for seismic zone applicable to the site. The code shall be used for determining the seismic acceleration. Equivalent standards are also applicable.

				in the STS structure design.	
12	1.4.5	page 118	Vertical (50% x horizontal) 0.17g	Bidder proposes seismic load will be considered only on structure design, but not considered on wheel load. When earthquake, wharf may be destructed directly by seismic load but not by exceeded wheel load. Seismic load transfers from ground to STS. So wharf will be destructed earlier than STS. So, it is not necessary to limit the wheel load when earthquake. But seismic load will be considered in the STS structure design.	The design criteria are to protect both structure and the rails. More over The crane structure shall be designed to withstand earthquake loads in accordance with the Japanese Building Code for seismic zone applicable to the site. The code shall be used for determining the seismic acceleration. Equivalent standards are also applicable.
13	1.5	page 118	The crane shall be capable of working with the boom in the raised or lowered positions.	Bidder propose the crane only can be operated without load and at reduced speed, not more than 20% rated speed when boom in raised position.	Accepted.
14	1.18.2	page 126	The final 24 hours of testing shall be performed without interruption. In the event an interruption due to crane malfunction occurs, the test shall be continued until 24 hours of interruption free operation is achieved.	The cycle will be repeated after the 24h to reach 8 (eight) our trouble free, while minor fault that require only reset action to be solved will not be counted.	Tender condition prevails.
15	2.1	page 128	Structural steel shall be to BS EN10113 Grades S275N or S355N or equivalent.	Bidder proposes Chinese standard steel Q345B will be used for main structure steel, that is equivalent	Equivalent International Standard is acceptable, subject to outcome of mechanical and chemical

				with S355N. And Bidder proposes Chinese standard steel Q235 will be used for secondary structure steel.	analysis tests of materials are accepted by TPIA.
16	2.3	page 129	All fabricated box sections shall be air tight and Nitrogen Gas to be inserted to prevent ingress of water and subsequent corrosion.	Bidder suggests all main steel structure (box sections) will be sealed with air tight test without Nitrogen Gas.	Tender condition prevails.
17	2.3	page 129	Welding shall be undertaken in accordance with BS EN 1011-2:2001 Recommendation for welding of metallic materials.....	Welding shall be undertaken in accordance with AWS standard that is more widely used.	Acceptable, subject, to Compliance to AWS, approved / accepted by TPIA.
18	2.3	page 129	Welding shall be undertaken by welders who are certified according to BS EN 287-1:1992 requirements.	Welding shall be undertaken by welders who are certified according to AWS requirements, that is more widely used.	Accepted. Refer as above.
19	2.3	page 129	Weld testing shall be in accordance with the following standards or approved equivalent: BS EN 970: Visual Inspection BS 6072: Magnetic Particle flaw Testing BS EN 1714: Ultrasonic Testing BS EN 1435: Radiographic Testing.	Welding testing shall be undertaken in accordance with AWS standard, which is more widely used.	Accepted. Refer as above.
20	2.4	page 129	The recommendations of BS 5493 Code of Practice for “Protective Coating of Iron and Steel Structures against Corrosion”	Painting and coating will follow SIS / ISO standard that is more widely used.	BS EN ISO 12944 shall be followed. Protective systems shall be compatible with C5-M corrosion category, suitable for

			and BS EN ISO 12944 shall be followed.		coastal and offshore areas with high salinity and application of paint shall be as per recommendations of the approved paint manufacturer.
21	3.3	page 132	Automatic hydraulically operated rail clamps and rail brakes with the capability of holding the crane under a wind speed of at least 20m/s shall be provided.	Bidder proposes only rail brakes without rail clamp shall be provided.	Rail clamp and rail breaks each one piece (totally two pieces) for each rail is accepted.
22	3.3	page 132	The brakes condition & operation cycles should be monitored via crane management system	As comments from suppliers, a pad wear limit switch would be possible for monitoring. But for this, the rail would have to be used as the “switch-rod”. But They think the rail brake is intended as a static holding brake, which normally should have no wear at all. Bidder proposes to cancel the brakes wearing condition monitoring.	Monitoring of brakes and clamp engagement shall be provided. The pad termination conditions should be considered.
23	3.17	page 142	The pitch diameter of wire rope sheaves shall not be less than 30 times the wire rope diameter for main hoist system and at least 24 times for the boom hoist system unless otherwise approved.	Bidder proposes the equalizer sheave will be not be less than 18 times the wire rope diameter following the FEM standard.	Not accepted. The tenderer shall follow the technical specification for sheaves design.
24	3.17	page 142	All sheaves (except for the boom hoist system) shall be mounted independently on individual shafts such that if one sheave is	Bidder proposes the main hoist sheaves on trolley will be arrangement as that twin sheaves	Not accepted. The tenderer shall follow the technical

			removed, the others will not be affected.	can be mounted on individual shafts. If each sheaves on trolley mounted independently on individual shafts, the trolley and the whole gantry will be much bigger and heavier because of much extra weight.	specifications.
25	3.19	page 143	An oil level indicator shall be provided on every gear reducer. In addition to these indicators, the vibration levels, oil levels and temperature of the gear reducers for the main hoist, boom hoist and trolley travel systems shall be continuously monitored by the computerized crane management system as specified elsewhere in this Specification.	Oil level is much difficult to monitor by the computerized crane management system that comments were from suppliers of the reducer. Then Bidder proposes to cancel the requirement.	A side glass oil level indicator will suffice.
26	List of Manufacturer	page 160 163	List of Manufacturer	Now many components were manufactured all over the world. Bidder proposes to use components without limited producing area. But the brand of manufactured will follow requirement of specification or others approved by end users.	Not accepted. The other brands maybe indicated by the tenderers. However, the acceptance of the same will be confirmed by the tender holder prior to the end of technical evaluation.
27	4.2	page 147	Internal wiring shall be PVC insulated conforming to BS 6231, 600 V grade.	We propose internal wiring shall be conforming to IEC or CE standard that is more widely used.	Equivalent international standards are acceptable.

28	4.5	page 148	Communications cables forming the data bus around the crane shall be installed such that it maintains at least 600mm clearance from power cables.	Bidder propose communications cables forming the data bus around the crane shall be installed such that it maintains at least 80mm clearance from power cables conforming to IEC standard or with some clapboard.	The given technical specification shall be followed.
29	4.10	page 150	Motors mounted indoors shall be IP54,(Hoist motors could be at least IP23 where it is installed in environment controlled E-Room) whilst motors exposed to outdoor conditions shall be totally enclosed to IP65 protection.	Bidder proposes all indoor motors can be IP 23.	Hoist motors could be at least IP23 where it is installed in environment controlled E-Room other motors protection class shall be as per given technical specifications.
Mechanical					
30	1.5	Page 118	The crane shall be capable of working with the boom in the raised or lowered positions.	We propose the crane only can be operated without load and at reduced speed, not more than 20% rated speed when boom in raised position.	Accepted.
31	1.5	Page 118	The Manufacturer shall also supply spare single lift telescopic spreaders suitable for handling above containers	According to the actual working condition, we propose the rated load for the single lift telescopic spreader should be 50t. And the quantity we understand is one unit for whole project.	As per clause1.5 of volume II, each crane shall be supplied with one set of : 1) Single lifts telescopic spreader suitable for 20ft, 40ft & 45ft containers (9ft 6inches high). 2) One unit 85 Ton Heavy lift cargo beam incorporating rams horn hooks with safety catches. 3) One unit telescopic over height

					frame (TOF).
32	1.7	Page 119	The materials, workmanship and component standards to be used shall be British Standards or DIN standards or other equivalent standards specified or approved at the time of placement of the order for the cranes. Structural steel shall be to BS EN10113 Grades S275N or S355N or equivalent.	We propose the main structure steel plates (e.g. flange and web plates) will be American Standard ASTM A709-50-2 made in China. The subsidiary materials (e.g. diaphragm, stiffness plates, etc.) will be Chinese standard GB Q235. Which have been widely used in the world.	Chinese grade should be equivalent to the specified grades in its contents of alloys. Equivalent International Standard is acceptable, subject to outcome of mechanical and chemical analysis tests of materials are accepted by TPIA.
33	1.8	Page 120	Mechanisms Class of State of Group	According to the actual working condition, the classification for gantry and boom hoist is proposed as below:	Tender condition prevails.
			Utilization Loading Classification	Mechanisms Class of State of Group	
			Hoist T8 L3 M8	Utilization Loading Classification	
			Trolley T8 L3 M8	Gantry T5 L2 M5	
			Gantry T5 L4 M7	Boom Hoist T4 L2 M4	
			Boom Hoist T3 L4 M5		
34	1.1	Page 117	Documents and drawings shall be supplied in four (4) full size paper copies (sizes A0, A1, A2, A3 or A4 as appropriate) plus electronic format (Microsoft office or AutoCAD as necessary).	The drawings will be supplied in A3 or A4 size for paper copies. And electronic will be PDF format.	Acceptable.

35	1.18	Page 126	Procedures in accordance with the Buyer's requirements. Inspection shall be undertaken before testing. The inspection shall include visual inspection of the completed installations and protective painting systems.	Agreed by bidder for inspection. Detailed schedule and requirements to be provided at the kickoff meeting	Detailed schedule and requirements to be provided at the kickoff meeting by the bidder. It would be finalized before commencement of contract.
36	1.18.1	Page 126	Vibration tests of the structure, operator cabin and trolley shall be carried out and results recorded at the complete range of operating speeds and loads.	According to our experience, vibration test does not need to be carried out for those equipment. If required, the detailed requirement shall be provided for clarification before contract.	Vibration tests of the structure, operator cabin and trolley shall be carried out during carrying out other tests of operating speeds and loads.
37	1.18.2	Page 126	Durability Test The test shall include putting the crane into intensive use in actual container operation for a period of 48 hours	Before handing over, the durability test shall be done by simulation of operation mode	Real durability test could be done after simulation.
38	2.1	Page 128	The allowable bearing stress of pins shall not exceed 0.3 times the yield stress of the material.	At the operating condition, the indicated bearing stress will be applied. But at the overload condition, the allowable bearing stress will be increased as per stress increase factor.	Accepted.
39	3.1	Page 131	In the event of failure of one motor (twin motor hoist arrangements) it shall be possible to continue operating the main hoist at reduced speed.	In the event of failure of one motor , It shall be possible to continue operation to safely land the load at reduced speed for this particular move.	As per specification.
40	3.1	Page 131	Rated load shall be taken as 65t under the spreader (twin lift) and 95t on the ropes.	65t under the spreader will be considered for container mode. And 90t load on the ropes will be considered only for cargo beam mode. Our quotation is based on this.	As per specification. Applied design weight of the cargo beam may be indicated.

41	3.3	Page 132	Automatic hydraulically operated rail clamps and rail brakes ... shall be provided... (At least two sets shall be considered for each land side and seaward rails...)	We understand that the rail clamp and rail brake is each one piece (totally two pieces) for each rail. Our quotation is based on this.	Accepted.
42	3.3	Page 132	Automatic hydraulically operated rail clamps and rail brakes... (...condition & operation cycles should be monitored via crane management system)	A pad wear limit switch would be possible for monitoring. And for this, the rail would have to be used as the “switch-rod”. But the rail brakes and rail clamps are intended as a static holding brake, which normally should have no wear at all. So we propose to cancel the brakes wearing condition monitoring.	Monitoring of brakes and clamp engagement shall be provided. The pad termination conditions should be considered.
43	3.3	Page 132	Anchor sockets shall be provided with the crane.	Anchor socket for storm anchor shall be supplied by customers because this is the civil work.	Accepted. Anchor pines shall be provided suitable for anchor sockets.
44	3.5	Page 134	TOF equipment frame shall be hydraulically operated in vertical and horizontal directions and of robust design submitted for Buyer approval.	The vertical and horizontal movement of TOF can be operated by the spreader; hydraulically operation for TOF is unnecessary.	Accepted.
45	3.11	Page 138	A winch shall be provided and mounted on the machinery house floor. The rope of the winch shall be long enough for lowering the boom rope sheave on the top of the mast to ground level.	The boom hoist sheave can be lowered down to the trolley through the service crane on the top of A frame, and the sheaves on trolley can be lowered down to the ground by using M-house service crane. So a winch in machinery house is unnecessary.	Accepted.
46	3.12	Page 139	Noise level in the room shall not exceed 75dBA during crane operation.	Average noise level in the electric room will be $\leq 85\text{dBA}$ and $\leq 75\text{dBA}$ for PLC room.	As per specifications.

47	3.13	Page 140	Rungs of rounded steel bars shall be welded at intervals of 300 mm along the whole length of the rack for emergency escape through the top of the lift car. The roof of the lift shall be equipped with railings and access to the roof shall be provided. A cantilever support on top of the crane leg for a rope rescue system shall also be provided.	Manual releasing will be provided to allow the elevator go down in case of failure. So railings and rounded steel bar will not be provided.	As per specifications.
48	3.16	Page 142	The minimum safety factor for wire ropes shall be according to the table T.4.2.2.1.2, book let 4 of the FEM 1.001 standard, last edition.	We propose the safety factor for wire ropes shall be ≥ 6 .	As per specification or higher safety factor.
49	3.16	Page 142	Under normal operating conditions, the expected life span of wire ropes shall not be shorter than the following:	The life of wire rope is related with many factors (such as: maintenance, lubrication and operation etc.). As a manufacture of the container cranes, we shall try our best to live up to the followings: Ratio between wire ropes and sheaves/drums will meet the related specification. The wire rope revving system will meet the requirements of the specification. And the brand of wire rope follow your requirement.	Expected life cycle is for normal condition.
			<ul style="list-style-type: none"> • 70,000 load cycles for the main hoist ropes 		
			<ul style="list-style-type: none"> • the life time of the crane for the boom hoist ropes 		
50	3.17	Page 142	All sheaves (except for the boom hoist system) shall be mounted independently on	We can meet this requirement, but it will increase the trolley length	As per specifications.

			individual shafts such that if one sheave is removed, the others will not be affected.	and weight, which means the selection of motor and brake etc. will bigger. And it is also disadvantageous for crane's wheel load. So two pieces on one shaft for main hoist sheaves on trolley had been widely accepted by most customers.										
51	3.19	Page 143	the vibration levels, oil levels and temperature of the gear reducers for the main hoist, boom hoist and trolley travel systems shall be continuously monitored by the computerized crane management system as specified elsewhere in this Specification.	Oil level is difficult to monitor by the computerized crane management system, we will provide a side glass oil level indicator to indicate the oil level in reducers.	Accepted.									
52	3.19	Page 143	The drainage outlets shall be routed to a suitable and accessible location underneath the machinery house for convenient draining of the oil. Drainage outlets shall be protected from accidental damage. A platform shall be provided for supporting a waste oil collection drum beneath the centralized drainage outlet. The platform shall be positioned such that it is accessible to the maintenance hoist in the machinery house.	Drainage outlets with gate valves will be provided for the reducers, person can change the reducer oil directly in the machinery house, centralized drainage outlet underneath the machinery house is inconvenient and unnecessary.	Accepted.									
53	3.19	Page 143	The noise level measured at 1 metre away from any reducer shall not exceed 75dBA at the maximum operating speed during factory test.	The noise level measured at 1 metre away from any reducer shall not exceed 85dBA.	Accepted.									
54	List of Manufacturer Mechanical Parts	Page 160 163	<table border="1"> <thead> <tr> <th>DESCRIPTI ON</th> <th>DESCRIPT ION</th> <th>COUNTRY</th> </tr> </thead> <tbody> <tr> <td>BEARINGS</td> <td>FAG</td> <td>GERMANY</td> </tr> <tr> <td></td> <td>SKF</td> <td>SWEDEN</td> </tr> </tbody> </table>	DESCRIPTI ON	DESCRIPT ION	COUNTRY	BEARINGS	FAG	GERMANY		SKF	SWEDEN	We propose the bearings of main hoist, boom hoist, trolley and gantry main reducers shall be SKF/FAG. Others are Chinese high	As per specifications.
DESCRIPTI ON	DESCRIPT ION	COUNTRY												
BEARINGS	FAG	GERMANY												
	SKF	SWEDEN												

				TNT	JAPAN	quality bearings which can interchangeable with SKF/FAG.	
Electrical							
55	1.9&4.7	Page 120 & Page 150	The length of cable provided with the crane shall be sufficient for up to 300 meters (to be confirmed prior to Contract award) of crane travel to either side of the cable turn over pit. The length of cable shall be sufficient for the crane travel 300m (to be confirmed) to either side of the cable turn over pit plus three dead turns on the reel.		Please confirmed the crane travel distance. Our quotation is based on 300 metres of crane travel distance.		It is confirmed that Crane Travelling Length is (+/-) 150 meters. (Travelling range 300 meters).
56	1.7&4.2	Page 119 & Page 147	1.7 Standards: 4.2 Low Voltage Switchboards and Motor Control Centers: Low voltage switchboards and motor control centers (MCC's) shall comply with BS EN 60439 Form 4 Type 1 as a minimum. They shall be manufactured from sheet steel, and shall be of uniform height and rigid construction to BS EN 60947/BS EN 60439 providing an enclosure to IP 54 as defined in BS EN 50102.		For the electrical design and installation, we propose to comply with IEC standard which is more widely used.		Equivalent International Standards are acceptable.
57	4.1	Page 146	Site power supply will be 20kV, 3 phase, 50Hz with the star point directly earthed (to be confirmed).		Please confirmed the crane electrical power supply, and our quotation is based on 20kV±10%,3 phase, 50Hz±1%.		TBD at design review.
58	4.2&4.5	Page 147 & Page	4.2 Low Voltage Switchboards and Motor Control Centers: The minimum conductor size shall be 1.0 mm ² . The maximum conductor size for door		Cabling for 380/415V shall be 600V/1000V grade XLPE insulated and PVC jacket cable.		Accepted.

		148	<p>mounted equipment shall be 2.5 mm²; wiring subject to flexing or movement shall be multi-stranded.</p> <p>4.5 Wiring: Cabling for 380/415V shall be 600V/1000V grade XLP/SWA/PVC cable. Single core cabling shall be PVC insulated of not less than 1.5mm², and shall be run in conduit outside of panels.</p>		
				Control cable core shall be of not less than 1.5mm ² , Power cable core shall be of not less than 2.5mm ² , and Communication cable core shall be of not less than 0.5mm ² .	
59	4.3	Page 147	<p>Electrical Installation Standard:</p> <p>All of cable trays should be in accessible locations on the crane legs and cranes steel structure.</p>	The electrical installation standard only follow IEC standard. All the fixed cables for inside the steel structure shall be laid on the cable ladders inside the steel structure, all the cables outside of the steel structure shall be installed in the cable conduits or cable trays. Cable conduits, cable ladders and cable trays shall be hot dipped galvanized.	Equivalent International Standards are applicable.
60	4.4	Page 147	<p>Earthing and Bonding: The crane structure shall be protected from lightning strikes by suitable located lightning arrestors; these arrestors shall be directly connected to earth via the rails and shall not rely on the structure of the crane</p>	We suggest that lightning arrestors will be connected to the steel structure at the tip of boom and the top of A-frame, and the steel structure connected to the ground by means of the grounding shoes at	As per technical specification.

			as a current path.	the railway. The main structure connection with bolts will be equipped with a separated cable to pass lightning energy. The lightning energy will be released to earth through arrestors, structure, separated cable, grounding shoes.	
61	4.5	Page 148	Wiring: Communications cables forming the data bus around the crane shall be installed such that it maintains at least 600mm clearance from power cables.	According to the IEC standard, the clearance on the cable tray between the communications cables and power cables will be not less than 80mm. We will install the interrupted metal dividers on the cable tray if the clearance is less than 80mm. In addition, we will layout the communication cable within flexible metal conduit separately to avoid interference.	As per technical specification.
62	4.10	Page 150	Motors mounted indoors shall be IP54, whilst motors exposed to outdoor conditions shall be totally enclosed to IP65 protection	Motors mounted indoors shall be IP23; motors exposed to outdoor conditions shall be IP55.	Hoist motors could be at least IP23 where it is installed in environment controlled E-Room other motors protection class shall be as the specification.
63	4.10	Page 150	Motors: Anti-condensation heating elements with 220 V supply voltage shall be provided inside motors to prevent condensation when the motor is not in operation.	The capacity of motors which are bigger than 5KW will be equipped anti-condensation heating elements.	As per the specification.
64	4.10	Page 150	Motors: All motors shall be 400 V, AC, 50 Hz type, i.e. in nominal speed and nominal load (for	The main motion motors (hoist, trolley, boom, gantry) voltage shall be accorded to electrical control	As per the specification.

			hoist nominal load under spreader), the voltage shall be 400V and the frequency shall be 50 Hz.	system supplier's standard. Auxliary motor shall be 400VAC, 50Hz.	
65	4.14	Page 153	Interlock and Safety Devices: A series of infra-red sensors shall be provided in the operator's cabin to ensure that the crane is operational only when a person is seated in the operator's seat.	A pressure switch shall be provided in the operator's seat to ensure that the crane is operational only when a person is seated in the operator's seat.	Accepted.
66	4.16	Page 154	Telecommunication: Telephones installed outdoors and in the machinery house shall be built to an IP56 enclosure standard. Two loudspeakers of IP56 construction shall be provided on the trolley frame for annunciation to the workers on the quay and ship,	The telephones and loudspeakers shall be IP65 for outdoor, because IP 56 is not available.	Accepted.
67	4.20	Page 158	Covers,Junction boxes: exposed junction boxes shall be constructed to provide a minimum enclosure standard of IP66 when installed and cables connected. Each junction box shall carry a unique identifier. Indoor junction boxes shall be provided with minimum rating of IP54.	Junction box mounted indoor shall be IP23, and junction box exposed to outdoor conditions shall be IP65.	Accepted.
68	4.22	Page 158	Facilities shall be provided such that in the event of the 20kV supply to the crane not being available, a temporary three phase and neutral supply derived from the ports LV system or a standby generator can be connected to the crane.	We will provide devices on the crane to connect the ports Lv system or standby generator, but standby generator is not included in our basic quotation.	Accepted.
69	4.23	Page 158	The CMS system shall be accessible from remote locations via an internet connection.	There are no detailed requirements about the remote CMS. So we would like to provide an option price for this item if needed, and our quotation is based on our standard remote CMS system.	OK

70	4.24	Page 159	Interface cards for connection of PLC and CMS to radio frequency data transmission system shall be included.	The communication between LCMS and RCMS will be done by wireless radio. The transmitter and receiver will be mounted on crane and buyer's office separately. There is maximum 1,000 meters allowed between the transmitter and receiver in any case. The construction on buyer's site should be made no any obstacle between the transmitter and receiver. Because of the uncertain of local radio communication authority, the radio frequency should be defined and applied from local authority by the buyer. The RCMS components, which would be installed in buyer's office, will be supplied by seller. The other material and installation, which are related to RCMS should be done by the buyer. The power supply to the RCMS should be prepared by buyer also.	This item should be removed.
71	4.24	Page 159	The PLC cubicles shall be suitable for industrial environment to prevent high temperature, dust vibration, humidity and electrical noise. Ingress protection shall be min IP54 for indoor equipment and min IP66 for outdoor equipment.	Ingress protection shall be IP20 for indoor equipment and IP55 for outdoor equipment.	Ingress protection shall be IP23 for indoor controlled environment and IP55 for outdoor equipment.
72	List of Manufacturer	Page 160 163	Main Feeding cable: AEG GERMANY SIEMENS/PIRELLI GERMANY F&G GERMANY PRYSMIAN GERMANY	In bidder's understanding, Main feeding cable is HV reel cable. We propose to use Prysmian (Germany), and our quotation is based on it. In addition we will	PRYSMIAN GERMANY is acceptable.

				provide an option price for Nexans (Germany).	
73	List of Manufactory	Page 160 163	Spreader cable: LABBKABE GERMANY SIEMENS GERMANY AEG GERMANY	As the Siemens company of spreader cable was purchased by Prysmian. We propose to use Prysmian and our quotation is based on it. In addition we will provide an option price for Nexans (Germany).	PRYSMIAN GERMANY is acceptable
74	List of Manufactory	Page 160 163	Transformers: SIEMENS GERMANY ABB GERMANY/SWEDEN FRANCE TRANSFO FRANCE	Our quotation is based on Siemens transformers which is made in Germany. Considering of the delivery time and some limitation in Iran, we suggest to use ABB transformers which is made in China and we will provide an option price for it.	SIEMENS GERMANY is acceptable.
75	Add		Drive and control system	We propose to use Siemens Drives and main motors, Siemens PLC, the others will be supplied and integrated by bidder. All designing, installation, wiring (panel), commissioning will be carried out by bidder's engineer. On-site warranty service is also bidder's responsibility.	All components shall be provided from Siemens or ABB.
76	Appendix A	160	List of Manufacturers (LOM)	Please check and clarify the Manufacturer's country of Mechanical parts.	The LOM at Page No. 160 to 163 or Volume – II Technical Specification, prevails. However additional accepted LOM is attached below.

77	Volume II - 1.4.5	118	Seismic	Please be noted that seismic condition is not applied to wheel load calculation. Please confirm this.	The given data is for seismic design (minimum values). Vibration period of quay: - X direction : 0.33 s - Y direction : 0.45 s For Clause 1.18.1 of Volume – II Acceptance Testing: It is clarified that the vibration test must be according ISO 2631 or equivalent international standards.
78	Volume II -	-	-	For unloading method at site, the crane will be unloaded by skidding method at site. Please confirm this.	The arrangement of unloading the equipments at destination is responsibility of the supplier / bidder.
79	Volume II -	-	-	What is the allowable civil bearing strength (ton/m ²) of port (unloading area) for the purpose of unloading of the crane?	Clause 1.9 Volume – II may be referred to. The theoretical weight and maximum wheel loads for the cranes to be supplied shall be indicated by the bidder under the details of equipments in technical bid.

Additional Accepted LOM :

Mechanical Parts.				
Item	Description	Manufacturer	Country	ABI Comments.
1	Gantry, Main Hoist, Boom Hoist & Trolley Gearboxes	SEW Flender Sumitomo	Germany Germany	Accepted.
2	Gantry, Main Hoist, Boom Hoist & Trolley Brakes	Bubenger Sibre-siegerland Hillmar ICAN	Germany Germany Canada Japan	Accepted.
5	Couplings	Sibre-siegerland Flender Hillmar ICAN	Germany Germany Canada Japan	
7	Spreader Cable	Labbkabel Prysmian ElectroteckKable	Germany Germany Italy	Accepted.
9	All Wore Ropes	Casar Certex Bridon Kiswire	Germany Finland England Korea	Accepted
13	Compressors	Atlas Copco Kaeser Hanshin	Germany Germany Korea	As per Specification.
14	Maintenance Crane	SWR Stahl Demag Bando Hoist	Germany Germany Germany Korea	Accepted.
15	Personnel Lift	Alimak	Sweden	As per

Mechanical Parts.				
Item	Description	Manufacturer	Country	ABI Comments.
		Charnock Tumac	UK China	Specification.
16	Paint	Hempel Arostal Ameron KCC	Denmark Germany Germany Korea	As per specification.

Electrical Parts.				
Item	Description	Manufacturer	Country	ABI Comments.
2	Main Feeding Cable	AEG EletroteckKable F&G Prysmain	Germany Italy Germany Germany	Accepted
5	Load Sensors	Pat Kruger Brosa Shinhan Electronic	Germany Germany Germany Korea	Accepted.
6	Anti-Collision System	Siemens ABB IFM Sick Hawk	Germany Sweden Germany Germany Australia	As per Specification.
8	Main Circuit breakers	Siemens ABB Telemecanique HHI	Germany Sweden France Korea	As per specification.

Electrical Parts.				
Item	Description	Manufacturer	Country	ABI Comments.
9	Transformers	Siemens ABB France Transfo HHI	Germany Finland France Korea	Accepted
10	Main Contactors Disconnectors, Switches, Push buttons, Linear Encoders	Siemens ABB Telemecanique Schneider	Germany Sweden France France	Accepted
11	Limit and proximity Switches	Siemens IFM Telemecanique Schemersal Omron Tiefenbackt	Germany Germany France Germany Japan Germany	Accepted.
14	PLC	Siemens (Simatic S7) ABB (AC500)	Germany Sweden	Accepted
15	System Integration	Siemens ABB Seoho Electric	Germany Germany/Sweden Korea	Accepted.