

No. IPGPL/ RFP/2017

Dated: 04<sup>th</sup> May, 2017

To,

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

**Sub: Tender for “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Yard Cranes at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran”**

**Fourth Round of Clarifications to the pre-bid queries including amendments to the Tender clauses – reg.**

**Ref: Tender No. / YARD CRANES / 2017.**

**Sir,**

1. With reference to the pre-bid meeting held on 16<sup>th</sup> January 2017, of the subject tender, please find attached herewith 04<sup>th</sup> round of pre-bid clarifications / addendum / corrigendum. These clarifications and addendum / corrigendum will also be available on the web-sites of Jawaharlal Nehru Port Trust / Kandla Port Trust and Indian Ports Association.

2. As per clause 2.9 and 2.17 (Volume-I) of the Tender, these clarifications / addendum / corrigendum so issued, shall form part of the Tender document and remain binding on the Tenderers, same shall be accepted and submitted by all the Tenderers along with the offer. Hence, you are requested to submit a copy of all Pre-Bid clarifications / addendum / corrigendum duly signed and stamped along with Original copy of the Tender documents. Tender received without copy of Pre-Bid Clarifications / addendum / corrigendum duly signed and stamped by the authorized signatory on each page shall not be considered for evaluation. Rest of the Contents, Other Clauses, Annexure, Schedule, of the Tender remain unchanged.

Kindly acknowledge the receipt of this communication.

Yours faithfully,

Sd/-

**(A.K. Gupta)**

Managing Director

Following clarifications are given for further clarity to the tender specifications i.e. Volume – I of RFP for Yard Cranes.

Sr. No.	Volume-I Clause No.	Page No.	Tenders Specification Requirements	Queries	Clarification From IPGL
1	2.15.3	12	For Financial Standing Audited reports in Language other than English.....	Self Certification of translated version in English by an authorised senior official of the tendering company is acceptable.	Acceptable.
2	2.11.1	09	STAMP DUTY & OTHER EXPENSES:	To amend Price Schedule 11 Part - I A & Part - I B to read as CFR price in place of CIF price.	Accepted. All relevant tender conditions stand amended to following clarifications. This clause 2.11.1 may be read with clauses Nos. 2.16.2, 3.9, 3.13 and 3.33 and also Price Schedule 11 Part - I A & Part - I B For avoidance of doubt, (i) It is further clarified that in place of <b>CIF</b> value the bidder has to quote <b>CFR</b> value which includes all dues at port of origin and freight, vessel related charges at the disport, except marine insurance during transit till unloading of equipments at 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

					<p>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> <p>(iv) Custom Clearance formalities to be carried out by the bidder, however, the expenses on custom clearance formalities shall be reimbursed by IPGL on production of documentary evidence by the tenderer.</p>
3	3.53	42	<p><b>FORCE MAJEURE:</b></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.</p>	<p><b>FORCE MAJEURE:</b></p> <p>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 in the contract.</p>	<p><b>FORCE MAJEURE:</b></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</p>

					<p>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 in the contract.</p> <p><b>Further, it is clarified that:</b></p> <p><b>(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.</b></p> <p><b>(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.</b></p>
4	3.42.2	38	<b>INDEMNITY AND LIMITATION OF LIABILITY:</b>	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, during Commissioning and Testing of equipment at site. However,	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

				Contractor shall not be liable for incidental, indirect or consequential damages.	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. <b>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.</b>
5	3.32	30	<p><b>TERMS OF PAYMENT:</b></p> <p>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><b>(a) First stage:</b> Initial advance up to 20 % of CIF Price</p>	<p>We will require you to open in our favour one irrevocable and confirmed letter of credit for 100 % of its order value. The LC is to be opened within 30 days of order in favour of Liebherr with a first-class bank in India acceptable to Liebherr. The validity period is Delivery period plus 1 month for negotiation.</p> <p>Since it is standard equipment and small value product, we suggest payment should be 100 % irrevocable LC at sight.</p>	<p><b>TERMS OF PAYMENT:</b></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><b>(a) First stage:</b> Initial advance up to <b>10 %</b> of CFR Price of equipment</p>

		<p>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>(b) Second stage:</b> 50 % of CIF Price mentioned in LOA after receipt of Equipment at site in good condition and on verification &amp; 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 Company which covers all risk along with declaration of the contractor to this effect.</p> <p>In case the contractor desires to have intermediate payments, payment up to 40 % of CIF price of the equipment shall be</p>		<p>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>(b) Second stage:</b> 60 % of CFR Price mentioned in LOA after <b>shipment of the equipment and submission of shipment documents</b> of satisfactory evidence of <b>shipment of equipment</b>.</p> <p><b>(c) Third stage:</b> 20 % of CFR 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 equipment for commercial operations.</p> <p><b>(d) Fourth stage:</b> 10 % of CFR Price mentioned in LOA after issuance of final acceptance certificate by the Engineer-In-charge for the Equipment.</p>
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			<p>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><b>(c) Third stage:</b> 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><b>(d) Fourth stage:</b> 10 % of CIF Price mentioned in LOA after issuance of final acceptance</p>		
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			<p>certificate by the Engineer-In-charge for the Equipment.</p> <p><b>Note:</b> For the second, third and fourth stage payments, pro-rata payment shall be considered in case the contractor opts for staggered delivery schedule.</p>		
2	3.43	44	<p><b>LIQUIDATED DAMAGES:</b></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 <b>clause 3.12 (Volume-I of Tender Document)</b>.</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 Yard Cranes at Shahid Beheshti Port, Chabahar, Islamic Republic of Iran.</p>	<p>0.5 % of CFR cost per week of delay in FOB delivery date (Bill of Lading Date) with maximum ceiling of 5 % of CFR cost subject to Force Majeure.</p>	<p><b>LIQUIDATED DAMAGES:</b></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 <b>clause 3.12 (Volume - I of Tender Document)</b>.</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 Yard Cranes 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</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</p>		<p>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 <b>0.5 %</b> 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 <b>5 %</b> of Total Contract Price, However in case of part delivery or staggered delivery under Option 2 of Clause 3.12, LD of <b>0.5 %</b> 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 manner. Contract price shall be inclusive of CFR price plus all taxes and duties payable for computing Liquidated Damages.</p> <p>(d) Once the maximum LD is reached, the Employer may terminate the Contract pursuant to</p>
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		<p>whole of the work in an expeditious manner. Contract price shall be inclusive of CIF price plus all taxes and duties payable for computing Liquidated Damages.</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>Clause no. 3.52. Of the GCC. The maximum amount of liquidated damages shall be <b>5 %</b> 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>
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