

RFP No. IPGL/AMC/MHC/SBP/2024-25/01/CLA/01

Date:27th May,2024

To,

All Prospective Bidders (through web-site)

Sub: Clarifications to RFP published on 1st May 2024 including amendments to the Tender clauses – reg.

Ref: RFP No.IPGL/AMC/MHC//SBP/2024-25/01.Tender invited for “Annual Maintenance Contract of ITALGRU make mobile harbour cranes(2 Nos.of 140T capacity,4 Nos.100 T capacity) including of 4 nos Grabs,2 nos Spreaders and Two nos hooks for a period of one year and extendable another year” at the facility of Shahid Beheshti Port of Chabahar.

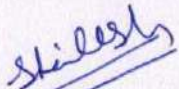
Sir,

With reference to the e-mail received from prospective bidders for the subject tender, please find attached herewith clarifications /amendments. These clarifications and amendments will also be available on the web-sites <https://ipgl.co.in/>,<http://ipa.nic.in> and <http://www.sdclindia.com>.

The technical bids submission date 10.06.2024 14:00 hrs and venues of the submission of the offers remain unchanged.

Kindly acknowledge the receipt of this communication.

Yours faithfully,



Manager (O&S), IPGL

Sr. No.	Clause No. Page No.	Tender Clause	Bidder's query	IPGL response
1.	Page 4 Tender notice	Estimated contract value of Rs.6,00,00,00 0.00	We are of the view that estimated Contract value defined for 6 cranes has not been correctly arrived as the project being on a foreign soil and project site is challenging in natures, pleas review estimated contract value.	Estimated cost is firmed, however IPGL may consider tender value within the permissible limit.
2.	Page 6	Bid Document fee	In this clause is was mentioned online payment, however on page 3, clause V it was mentioned demand draft? Please clarify the mode of payment?	Document fee shall be paid in the form of Demand Draft as per clause (V) on page 3.
3.	Page 6	Bid Security/EMD Preliminary bid stage	Please clarify Preliminary bid stage	Bid Security / EMD para on page no 6 stands deleted. Bid security/EMD amount as per clause no (ii) on page 3, tender notice.
4.	Clause 20 Page 16 Section I	Submission of Bids	It has been mentioned submission of bids (technical and commercial) in hard copy, however, in Bid security clause page 6,clause (d) page 9 and clause16.1 page14, it has been mentioned to upload the documents?? Please clarify method of submission of bids?	Submission of bids in hard copy only.

5.	Clause 28 Page 16 Section I	(a) Split the work and award in favor of more than one firm. (b) Award the works separately as Supply, Execution, Operation and Maintenance.	(a) The scope is AMC and not a project work, hence it can't splitted. (b) The scope of tender is maintenance of Cranes only, Please clarify?	Clause 28. (a) & (b) stands deleted.
6.	Clause 33 Page 18 Section I	Performance Security	Please clarify, in how many days Contractor's PBG will be returned after completion period?	Within six months after completion of contract period it will be returned to Contactor.
7.	Clause 6 Page 22 Section II	Compliance with Statutes, regulations	Clearance approvals if require, will be in IPGL scope.	IPGL will assist for required clearance approval if any, at site.

8.	Clause 7 Page 23 Section II	Payment items	<p>Payment term is not clear to the bidder because;</p> <p>(I) It was mentioned 95% of the monthly AMC will be paid as per Section III, but the mentioned section do not define payment terms?</p> <p>(II) 95 % payment after deduction of 5% as Retention Money towards Performance Security. But in Clause 33, Section 1, Page 18 Performance Security mentioned as 3% of the Contract Price! Please clarify PBG percentile.</p> <p>-Payment terms are not clear to us.</p> <p>Clarify in how many days AMC invoice will be paid from the date of its submission.</p>	<p>If contractor gives PBG of 5% of contract value, then payment will be made 100% of the monthly rate of AMC.</p> <p>PBG value is 5% of contract value.</p> <p>Bill will be settled in 30 days after submission, if found in order.</p>
9.	Clause 8 Page 24 Section II	Insurance	Bidder will be responsible for third party risk coverage, insurance of its tools & tackle, material and insurance towards personal injury or death of its workmen.	Yes.
10	Page 24 Section II	Liquidated damages	Tender is about AMC and not a project work, hence, LD is not applicable.	Agree, however penalty related clause 1.2 on page 37 and clause 2 (I) & (II) page 39 remains unchanged.

11.	Clause 12.2 Page 25 Section II	Variation of tender quantities in schedule B.	This is not applicable, hence please delete.	Clause 12.2 page 25 stands deleted.
12.	Clause 14 Page 25 Section II	Guarantee	Tender is about AMC work, therefore, Guarantee as stipulated is not applicable.	Clause 14. page 25 stands deleted.
13.	Clause 22 Page 27 Section II	Watch&Ward	Bidder will only watch and ward its own material, tools / tackles and not the IPGL assets.	Yes.
14.	Clause 23.2&23.3 Page 27 Section II	Termination	Clause is about procurement of goods, therefore, it is not applicable in the present case being AMC scope.	Clause 23.3 stands deleted.
15.	Clause 24 Page 28 Section II	Arbitration Clause	We believe, Sole Arbitrator should be a neutral person and not from the contracting parties.	The para is rephrased as below: Disputes if any, between IPGL and the Contractor during the currency of the Contract or after the completion of the work or abandonment thereof shall be settled in accordance with Indian

				<p>Arbitration & Conciliation Act, 1996 (Amended in 2015) or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Contract. The disputes so raised shall be referred to a panel of two arbitrators, of which one to be appointed by the IPGL and other by the Contractor. The arbitration proceeding shall take place in India as mutually decided by IPGL and the Contractor. In case of litigation, the same shall be under jurisdiction of Indian Court /Laws.</p>
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16.	Clause 32 Page 31 Section II	Approval of material, equipment, specification and drawing by the officer in charge	Clause is not applicable for AMC contract.	Clause 32 page no 31 stands deleted.
17.	Clause 38 Page 31 Section II	Correction of defects	Clause is not applicable in case of AMC.	Clause 38 page 31 stands deleted.
16.	Clause 45 Page 32 Section II	Approvals	Clause is not applicable in case of AMC Contract.	Clause 45 page 32 stands deleted
19.	Clause 46 Page 32 Section II	Bar Chart	This requirement is not applicable, because scope is not a project work.	Clause 46 page 32 stands deleted
20.	Clause 48 Page 33 Section II	Police verification	For our workmen, we will submit government photo id's, therefore, requirement of police verification may please be deleted.	Indian national police verification is required, for Iranian workman guided by local rules and regulations.

21.	Clause 48(a) Page 33 Section II	Submission of labour reports every fortnight	Contractor will submit labour reports on monthly basis.	Yes.
22.	Clause 52 Page 34 Section II	Hot work	IPGL will arrange such permission if require at its own cost.	During maintenance activity HOT work if required, contactor has get the permission from officer in charge at site, it does not relieve contractor from his liability for the associated risks and hazards.
23.	Clause 53 Page 34 Section II	Iranian Dock Safety Regulations	Kindly share Iranian Dock Safety Regulations for better understanding.	IPGL will share the same before commissioning of work.
24.	Clause 54 Page 34 Section II	Valid Electrical Contractor License and Electric Supervisor Certificate	Cranes in subject are Diesel hydraulic. Though it has dual operating system(Diesel Engine and Electric Motor) and electric connection on berth is a simple mechanism which our site team comprising of electrical technicians will be able to do and maintenance of the electrical system of crane hence, please delete this requirement.	Clause 54 page 34 remains unchanged.
25.	Clause 57 Page 34 Section II	Labour License	Yes will follow the norms for the place/country of contracting parties.	Clause 57 on page 34 remains unchanged, however IPGL shall facilitate to obtain it.

26.	Clause 1 (f) Page 35 Section III	A Certificate from OIC that the Contractor has brought the OEM on the site.	Please delete this requirement from 1 st monthly payment, because, per clause 16, page 46, Section III the contractor is required to engage an authorized representative of OEM once during the contract period and not in the 1 st month of AMC.	Clause 1(f) page 35 stands deleted.
27.	1 (Note), Page 35 Section III	Submission of list of spare parts.	In terms of clause 2, page 67, Section V, spare parts other than Contractor's scope will be the responsibility of IPGL, therefore, please delete this requirement.	Note below Clause 1 (I) on Page 36 stands deleted.
28.	Clause II (j&k) Page 35 Section III	TPI reports	As per clause, page 41, Section III, TPI is in IPGL scope however, it is requested TPI should submit its monthly report within 2 days of following month to enable Contractor to submit its monthly bill on time.	Accepted.
29.	Clause II(p) Page 36 Section III	Through put report	Through put report should be in the scope of a Contractor who has been entrusted for Operation of crane(s), so please delete this requirement.	Clause II(p) page 36 stands deleted.
30.	Clause D(a), page 37 Section III	Withdrawal of cranes	At least 30 days advance notice is required from IPGL for management of workforce.	Accepted.

31.	Clause 1.2 Page 37 Section III	Reduced rate and staff strength	In clause 2(I), page 39, Section III of tender, penalty clause has been included towards non meeting the availability of cranes, hence two penalties can't go together for the Breakdown of crane(s) in a single AMC. Request, breakdown penalty other than clause 2(I), Section III may please be deleted.	Penalties for availability of cranes and shortfall of manpower are separate and remains unchanged.
32.	Clause III Page 40 Section III	Government norms	Please share copy of Iranian Government norms for our reference.	It will be delivered at the time of issuance of LOA.
33.	Clause IX(4) Page 41 Section III	Employer's obligation / storage space at site.	Beside space for site office, water and electricity which will be provided free of cost to the contractor, it is also requested to allocate storage space for lubricants and tools & tackles free of cost.	Site office and storage space will be provided free of cost. Water and electrical facility on contractor account.
34.	Clause 9 Page 42 Section III	Spare parts	Spare parts other than under Contractor scope, IPGL will directly purchase the spares and will release to the contractor on "free issue basis" as per site requirement.	Accepted.

35.	Clause 10 Page 43 Section III	Major repair	<p>Please consider Major Repairs as under.</p> <ul style="list-style-type: none"> i. Slew bearing failure. ii. Any structural failure. iii. Main boom assembly-failure of boom pin(Also please include replacement of seal kit and bearing etc.) iv. Diesel engine breakdown (Please consider it as Engine drives, Alternator and Main Electric Motor.) <p>Additional Major repair to be included:</p> <ul style="list-style-type: none"> i. Slipping/hydraulic swivel joint repair. ii. Gearboxwithpinionrepair. <p>Kindly note, major' repairs/replacement will involve goodnumber of working hours, because of nature of respectivejob. Suchworkscan'tbeconsidered/undertakenintheroutinepi'eventivemaintenancesched uletherefore,toassist IPG L, we proposebelow Free Period once in aproposedcontractperiodpercrane,asbelow:</p> <ul style="list-style-type: none"> i. Slew bearing replacement :15days ii. Any structural failure :04days iii. Main boom assembly-failure of boom pin, replacement of seal kit and bearing etc. : 10days 	Once we encounter such breakdowns these free periods will be permitted to the Contractor.
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36.	Clause13 Page 46 Section III	Extension of Contract period	<p>It has been mentioned Contract can be extended for another period of 06 months on the date of completion, however, in clause1 page 67, Section V, extension period written as one year from the expiry of contractual period, so please clarify the period for which it will be extended.</p> <p>Extension of contract if any beyond contractual period of one year will be on fresh terms & conditions and or we can submit rates for the same in our offer.</p>	The AMC contract is for one year and extendable another one year.
37.	Clause15 Page 46 Section III	Shift timing	<p>It has been mentioned 3 shifts per day, however, in clause 7 page70 Section V, 2 shifts of 12 hours basis per day were mentioned!</p> <p>Please clarify number of shifts per day?</p>	<p>Shift duty hours (two shift per day)</p> <p>First shift :- 07:00 am to 07:00 pm and second shift :- 07:00 pm to 07:00 am, General shift hrs 0800 to 1630 hrs day time</p>
38.	Clause 2 (f) Page 67 Section V	Replacement of wire ropes	Please clarify, whether main wire ropes will be in contractor scope?	Grabs and Main wire rope will be provided by IPGL.
39.	Clause 3 Page 68 Section V	Hydraulic pumps	Hydraulic pumps are not included in clause2,page 67,Section V of tender i.e, Overall contractor during AMC period, therefore, please exclude Hydraulic pumps from contractor's scope	Hydraulic pump are not easily available at site, hence its spare and spare pump will be in contractor scope.
40.	Clause 4 (II) Page 68 Section V	Procurement of spare parts	Please refer our reply under item 31 above.	Further clarification is required.

41.	Clause 7 Page 70 Section V	Development of maintenance staff/shifts	Please refer our query on number of shifts under item 36& 41.	Further clarification is required
42.	Clause 8 Page 71 Section V	Applicable Shifts of operation	Couple of places it has been mentioned that the cranes will operate in two shift basis(24 hours a day) however, in this clause a gene rat shift has also been created 08:00 hours16:30 hours, so please clarify how many shifts per day?	Shift duty hours (two shift per day) First shift :- 07:00 am to 07:00 pm and second shift :- 07:00 pm to 07:00 am, General shift hrs 0800 to 1630 hrs day time
43.	Clause 11 Page 73 Section V	Availability of HMC's	We agree to the clause of crane availability of 90% of total working hours per month per crane, however, this clause will not apply to the contractor for want of spares which are in IPGL scope.	Accepted.

44.	Page 77 Section IX	List of consumable And lubricants Item 8 All type of O ring & seals. Item 11 Auxiliary contractors and Electronic relay switches Item 14 Proximity sensors.	(a) Title of document mentioned as "Tentative" It is requested to give final list of spares that contractor has to arrange to arrive at our price offer. (b) With regards to Seals, Auxiliary contractors and Electronic Relay switches and Proximity Sensors, like to state that these are high price items and require at so many places in a crane. At the time of bid submission bidder will not know which of above spare will fail during the proposed contract term, therefore, as a method of estimation will load price of unforeseen break down for above listed spares in our price offer, which unnecessary IPGL will have to bear! Therefore, we suggest to please exclude Seals, Auxiliary contractors and Electronic Relay and Proximity sensors from the list at Section IX and when ever any such item will malfunction, IPGL will provide to the contractor on free issue basis.	Consumable list shall be guided by OEM maintenance manual. Pumps and its seals shall be maintained by contractor himself. List of electrical switches, relays and proximity spares lists shall be provided to IPGL in advance according to OEM manual, hence IPGL can maintain the same.
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