

INDIA PORTS GLOBAL LIMITED, MUMBAI



Tender Document for, “Carrying out the work of Third Party Inspection for the Contract of ‘Design, Manufacture, Supply, Installation, Testing, Commissioning and guaranteeing the performance of four (04) nos 100 ton capacity Mobile Harbour Cranes,’ awarded by IPGL, Mumbai to M/s. ITALGRU SRL,ITALY.”

November-2019

Tender No: IPGL / MHC – TPIA / 04 / 2019

(LIMITED TENDER)

NAME OF THE WORK: Carrying out the work of “Third Party Inspection for the contract of Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of **Four (04) nos 100 ton capacity Mobile Harbour Cranes (MHCs)**”, awarded by IPGL, Mumbai to “M/s. ITALGRU SRL,ITAY.”

Submitted By: M/s _____

COST OF THE TENDER DOCUMENT : Rs. 10,000/- (Rupees Ten Thousand only)(**Non-refundable**)

Address for Correspondence: **Managing Director,**
India Ports Global Limited,
4th Floor, Nirman Bhavan,
M.P. Road, Mazgaon,
Mumbai – 400010, India.

E-mail: md.indiaportsglobal@gmail.com

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**1. TENDER NOTICE
(Limited Tender)**

(Tender No: IPGL / MHC – TPIA / 04 / 2019)

Sealed tenders in two-cover (Technical and Financial) system are invited on behalf of India Ports Global Limited, Mumbai, from shortlisted firms who are fulfilling the Eligibility Criteria as detailed in the tender document. The Scope of Work, details of time schedule and EMD to be submitted by Tenderers for participation in this tender are given below;

| | | |
|------|---|--|
| i) | Scope of work | Carrying out the work of “ Third Party Inspection ” for the contract of “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance Four (04) Nos. 100 ton capacity Mobile Harbour Cranes (MHCs)”, awarded by IPGL, Mumbai to “M/s. ITALGRU SRL, Italy.” |
| ii) | Earnest Money Deposit (EMD) | Rs. 1,00,000 (Indian Rupees One Lakh only) or equivalent USD amount in the form of DD drawn in favour of IPGL payable at Mumbai. Alternatively the EMD can also be submitted for the said amount in the form of Bank Guarantee, as per Annex-I of Tender Document from any Nationalised or Scheduled Bank having its branch at Mumbai. |
| iii) | Tender Document (Sent to the shortlisted firms) | Tender document shall be as provided by IPGL to the shortlisted firms. In case of any addition / deletion observed in the tender, offer will be liable for rejection. |
| iv) | Pre-Bid meeting and Queries | Pre-bid meeting with prospective tenderers will be held on 9th December 2019 at 1430 hrs at Conference Hall, India Ports Global Limited, 4 th floor, Nirman Bhavan, M.P.Road, Mazgaon, Mumbai-400010. Prospective tenderers may send queries to IPGL through e-mail, in Word Format as tabulated in the Tender Document to md.indiaportsglobal@gmail.com or mons.indiaportsglobal@gmail.com up to 6th December 2019 . |
| v) | Cost of Tender Document | Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft (non-refundable) drawn on any scheduled/nationalised bank having its branch at Mumbai in favour of India Ports Global Limited, Mumbai. The Cost of tender document may be deposited at the time of submission of the tender in a separate cover clearly marked/ super scribed. |
| vi) | Due date for submission of Offer | On or before 23rd December 2019 up to 15:00 hrs. at the office of the Managing Director, India Ports Global Limited, 4 th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai – 400010. |
| vii) | Date of opening of Technical offers | On 23rd December 2019 at 15:30 hrs. at Conference Hall, India Ports Global Limited, 4 th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai – 400010. |

Managing Director,

India Ports Global Limited,

4th Floor, Nirman Bhavan,

M.P. Road, Mazgaon,

Mumbai – 400010, India.

E-mail: md.indiaportsglobal@gmail.com

2 INSTRUCTIONS TO TENDERERS:

2.1 Sealed tenders in two cover (Technical and financial offer) system are invited on behalf of India Ports Global Limited, from shortlisted firms fulfilling the Eligibility Criteria as detailed at clause 2.1.1 of this tender document for appointment as Third party Inspection Agency (TPIA) for the work of, **Carrying out the work of Third Party Inspection** for the contract, of “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Four (04) Nos. 100 ton capacity Mobile Harbour Cranes (MHCs)”, awarded by IPGL, Mumbai to “M/s. ITALGRU SRL, Italy.”. However, receipt of the equipments, tests and trials and handing over of the equipments will be at IPGL’s site.

M/s. ITALGRU SRL shall hereinafter be called “M/s. ITALGRU”.

To establish their eligibility for Appointment as Third Party Inspection Agency, the shortlisted firms shall submit their Technical and financial proposal consisting of the following duly supported by documentary evidence:

a. Financial Standing:

The average annual financial turnover of the tenderer over the past three years shall be at least **Rs 2,00,00,000** /- (Rupees Two Crores Only).

The tenderer shall have recorded average net profit in last three years.

b. Similar Work Experience:

The tenderer should be in the business of carrying out the work of Third Party Inspection for Cargo/Material handling equipment like Mobile Harbour Cranes (MHCs), Portal Harbour Cranes (PHCs), Electrical Level Luffing (ELL) Port Cranes at least during the last five (05) years. Documentary evidence for the same shall be submitted with the bids. Copies of work orders with completion certificate / inspection report / release notes issued may be submitted as proof of compliance.

During last five years means during last five years ending last day of the month previous to the one in which the tender is published/uploaded on websites.

c. TPIA shall be member of International Accredited Classification Society (IACS) or a subsidiary of that company.

Non-compliance to the above requirement shall be considered as non-responsive tender.

2.2 THIRD PARTY INSPECTION AGENCY (TPIA):

Through this tender, IPGL is desirous of conducting stage-wise inspection of the work of “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Four (04) Nos. 100 Ton Capacity New Mobile Harbour Cranes (MHCs), awarded by IPGL, Mumbai to “M/s. ITALGRU SRL, Italy.” by appointing a Third Party Inspection Agency (TPIA), who shall be responsible for ensuring compliance to the quality of MHCs, all bought out items, instruments, materials procured by the contractor as per the contract agreement conditions of Technical Specifications. The TPIA shall be responsible to review and vet for approval by the Department QA/QC documents, QAP submitted by the contractor for the procurement of all electro-mechanical components and sub components relating to 4 Nos. MHCs , pre and post Installation of all major equipment, instruments and materials etc. shall be inspected and certified for its serviceability and performance as carried out in factory and as per the quality and performance requirement of the Contract.

However, detail scope of work has been mentioned at **Annex-V** of this tender document.

2.3 TPIA’S STAFF PERSONNEL:

TPIA shall engage sufficient and competent man power from their own organization having expertise in inspection of materials, equipment relating to electro-mechanical system of Design, Manufacture, Supply, Installation, Testing and Commissioning of 4 Nos. 100 ton capacity Mobile Harbour Cranes (MHCs), awarded by IPGL, Mumbai to “M/s. ITALGRU”. The inspectors / engineers / surveyors deployed shall be on residential basis (8 hours/ 6 days a week) by The TPIA under the subject work and the personnel engaged by TPIA will be required to carry out the above works on behalf of the employer jointly with the representative of the contractor (M/s. ITALGRU) during the process of manufacturing / pre-dispatch stage, on receipt of materials, equipment at the site as well as during the execution of the project. Competent official of TPIA is required to present himself in all review meetings as and when scheduled by the Employer with relevant information. The tenderers shall submit the CVs of proposed key personnel to be deployed for the subject work, in case IPGL award this particular contract to them.

The language for execution of entire work will be in English only and in case requirement of Translator (other than English language) if any, the same will be arranged by the TPIA at their cost during the execution of the subject work.

2.4 LAST DATE FOR SUBMISSION OF TENDER:

- .1** Tenders shall be submitted up to **15:00 Hrs. on 23rd December 2019** in the office of the Managing Director, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai – 400010.
- .2** IPGL, may at its sole discretion reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be returned unopened to the Tenderer. The Tenderers to note that IPGL shall not be responsible for late receipt of any offer due to or any other delay for whatsoever reasons.

2.5 TENDERER TO INFORM HIMSELF FULLY:

- .1** The Tenderer is expected to examine carefully the contents of the tender document like, Instructions to the Tenderers, General Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Tenderers own risk. It would be deemed prior to the submission of the tender that the Tenderer has made a complete and careful examination of requirements and other information set out in the tender document. The Tenderer is expected to take into account that the major part of this TPI will be conducted at the site of the contractor viz., M/s. ITALGRU, at Italy and therefore shall obtain all necessary information in all the matters whatsoever that might influence while carrying out the works as per the conditions of the tender and to satisfy himself to sufficiency of his tender, etc.
- .2** The Tenderer is advised to get acquainted himself with the job involved at the site of crane manufacturer in Italy as well as at IPGL site, means of transport, communication facilities, laws and bye laws in force in Italy and from Government of destination port and any other Statutory bodies as well as security regulations at IPGL site, for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with IPGL.
- .3** Tenderer shall bear all costs associated with the preparation and submission of his tender and IPGL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- .4** The Tenderer and / or his representatives will be granted permits to visit the site in IPGL for the purpose of inspection, on receipt of a formal written request. However, for inspection at crane manufacturer / sub-contractors / vendors site, the TPIA shall be

responsible to co-ordinate with them. The Tenderer will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Tenderer will be liable to indemnify the Employer against any loss or damage to the property of the Employer / Contractor or neighbouring property which may be caused due to any act of the Tenderer or his representatives.

2.6 EARNEST MONEY DEPOSIT (EMD):

- .1** The tenderer shall submit Earnest Money Deposit of, **Rs.1,00,000** /- (Indian Rupees One Lakh only) along with the tender. **In case, the tenderer fails to submit the EMD, the tender shall be liable to be treated invalid.** The E.M.D. shall be submitted in the form of Demand Draft drawn on any Nationalised / Scheduled Bank in favour of IPGL and payable at Mumbai. Tenderer can also submit the EMD in form of Bank Guarantee (BG) as per enclosed format at **Annex-I** drawn in favour of India Ports Global Limited Mumbai, from any Nationalised / Scheduled Bank (Nationalised / Scheduled Bank shall mean a bank defined under section 2 (e) of the Reserve Bank of India Act 1974) having its branch at Mumbai.
- .2** In the event of tenderer withdrawing his tender before the expiry of tender validity period of **90 days** from the date of opening of technical bid, the tender submitted by the tenderer shall be cancelled and EMD shall be forfeited.
- .3** The Earnest Money Deposit of unsuccessful Tenderers shall be returned on award of Contract to the successful Tenderer. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful Tenderer shall be refunded only on receipt of Performance Guarantee as stipulated in the tender.
- .4** IPGL reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to furnish the necessary Bank Guarantee towards performance within **45** days and enter into a Contract within **30** days from the date of receipt of **Letter of Acceptance (LOA)** as per clause 2.18.2 (c) of the tender.
- .5** EMD shall not be enclosed with the sealed covers containing offers, but shall be submitted separately in a properly sealed envelope so super scribed.

2.7 IPGL'S RIGHT TO ANNUL THE BIDDING PROCESS:

.1 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.

.2 IPGL reserves the right to invite revised Technical Tenders and / or revised Financial Tenders from Bidders with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.

.3 IPGL reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the tenderer does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

2.8 TENDER VALIDITY:

The tender, shall remain valid for acceptance for a period of **90 days** from the date fixed for opening of Technical Bid. IPGL reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/E-mail. However, in the event of the tenderer agreeing to the request, he shall not be permitted to modify his tender. In the event of the tenderer agreeing to the extension, the 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.

2.9 AUTHORITY IN SIGNING TENDER DOCUMENTS:

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.

2.10 AMENDMENTS:

.1 At any time, prior to the last dates for submission of tenders, IPGL reserves the right to amend and modify the tender document. The amendments so carried out shall be forwarded to all the prospective Tenderers prior to the last date for submission of the tender in writing either by post or by Fax and e mail. The prospective Tenderers shall immediately acknowledge receipt thereof either by e-mail / post.

.2 The amendment so carried out shall form part of the tender and shall be binding upon the Tenderers. IPGL may at their discretion, extend the last date for submission of the tender, to enable the Tenderers to have reasonable time to submit their tender after taking into consideration such amendments.

2.11 ERRORS IN THE TENDER DOCUMENT:

.1 Tender shall be prepared, signed and submitted only by that Firm / Corporation in whose name the tender documents have been issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed.

.2 The Tenderer shall submit complete tender and the same shall be without alterations, interlineations or erasure except those to accord that instructions issued by the IPGL or as may be necessary to correct errors made by the Tenderers. Person or persons signing the tender shall initial all such cancellations, alterations or amendments. If any discrepancies found in figures and words while reading the rates in the Price Schedule the rate quoted in words shall supersede the figures. In the event of any difference between the unit rate and the total amount stated therein, the unit rate should be reckoned as the correct one.

2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

The Tenderer may modify, substitute or withdraw his proposal after submission, provided that written notice of modification, substitution or withdrawal is received by the Employer before the closing time on due date of submission. No offer shall be modified, substituted or withdrawn by the Tenderer after the closing time on due date. The tenderers modification, substitution or withdrawal notice shall be addressed to the Managing Director, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai – 400010 with outer envelope clearly marked as Modification, substitution or withdrawal of the tender. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in forfeiture of EMD in accordance with clause 2.6.2 of Tender Document.

2.13 CONTRACT WORK AND CONTRACT PRICE:

.1 The work to be carried out (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the work described in the scope of work annexed hereto.

.2 The **Scope of Works** consists under this contract as mentioned below;

Carrying out the work of **Third Party Inspection** for the contract of “Design, Manufacture, Supply, Installation, Testing , Commissioning and Guaranteeing the Performance of Four (04) Nos. 100 ton capacity Mobile Harbour Cranes (MHCs).” awarded by IPGL, Mumbai to M/s. ITALGRU SRL, Italy.

.3 Contract Price shall be inclusive of all charges, taxes, levies as may be applicable for Carrying out the work of **Third Party Inspection** for the contract of “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the Performance of Four (04) Nos. 100 ton capacity Mobile Harbour Cranes (MHCs)”, awarded by IPGL to M/s. ITALGRU SRL, Italy.

TPIA may assess the manpower requirement for uninterrupted flow of work on their own and quote for Lump sum price accordingly.

Payment of Goods and Service Tax: GST at the applicable rates on the service components shall be paid by IPGL, hence should not be included in the lump sum price quoted for the entire work.

2.14 LANGUAGE OF TENDER:

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.

2.15 TENDER SUBMISSION:

Tender (Technical and financial offer) shall comprise of the following documents:

ENVELOPE-I

2.15.1 A covering letter along with check list giving details of the documents being submitted with tender confirming validity of bid for 90 days & submission of Earnest Money Deposit.

2.15.2 Earnest Money Deposit as per tender condition.

2.15.3 The tender document, along with all clarifications/amendments/corrigendum issued by IPGL prior to date of submission of the tender, to be submitted with each page of it duly signed by the authorised person and stamped with company’s seal in token of having been read and accepted the tender conditions along with Letter of application cum Tender form

duly signed by the person / persons who is / are competent to sign as per format enclosed to this tender document.

2.16 TECHNICAL AND FINANCIAL BID:

The Technical Bid (**ENVELOPE- I**) shall comprise of the following documents which will be used for evaluation of the tenders

- 2.16.1** Particulars of the Tenderers as specified in the **Schedule 1** of this tender document.
- 2.16.2** Reports on financial standing of the Tenderer including annual turnover, Balance Sheet, Profit and Loss statements (certified by a Chartered Accountant), auditor's report for the last three years, details of the current work in progress as per **Schedule 2** of this tender document.
- 2.16.3** Lists of orders executed during the last five years. Copies of work orders with completion certificate / inspection report / release notes issued may be submitted as proof of compliance.
- 2.16.4** Details of organisation showing hierarchy and key personnel as per **Schedule 3** of this tender document.
- 2.16.5** Information regarding any current litigation.
- 2.16.6** Any other details, which shall establish the technical competency.
- 2.16.7 Undertaking to ensure Integrity:** The tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid. The bidder shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.
- 2.16.8 Confidentiality and Non-Disclosure agreement:** Except with the written consent of IPGL, the successful tenderer and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Project execution or the services rendered, this contract or IPGL's Business Operations nor shall the TPIA and its Personnel make public the recommendations formulated in the course of, or as a result of the services. However, in case of requirement of sharing of critical business / technical information with third party, a Non-disclosure agreement shall be signed between

authorised official of the successful tenderer and IPGL as per the Schedule 4 of the tender document.

2.16.9 The tenderer shall submit a declaration that he has not been debarred by any Government undertaking / agency / Public Sector Undertaking from participating in the tender.

ENVELOPE-II

The “Price Bid” shall be as per the **Price Schedule** of the tender document, to be submitted in a separate envelope i.e. **Envelope-II**. Conditional Price Bid shall be liable for rejection.

Note: Both **ENVELOPES, I & II** shall be kept in a third separate sealed envelope super scribing on it name of the tendered work and name and address of the bidder. Offer with counter condition shall be liable for rejection and disqualification.

2.17 PRE-BID QUERIES:

Queries, if any to the tender conditions may be sent by prospective tenderers through e-mail to IPGL on md.indiaportsglobal@gmail.com or mons.indiaportsglobal@gmail.com. In the form prescribed below in **MS-WORD** format. The queries shall be sent on or before **6th December 2019**. Consolidated reply / clarifications to all the queries received from all shortlisted Tenderers will be intimated to all shortlisted tenderers on websites. No queries will be entertained after the pre bid meeting. The clarifications / amendments / corrigendum to tender clauses if any, so issued would form part of the tender and remain binding on all the Tenderers which shall be accepted and submitted by all the Tenderers along with their offer, with each page of it duly signed by the authorised person and stamped with company’s seal in token of having been read and accepted.

The format for sending queries:

| Sr. No. | Page and Clause No. | Tender Specification Requirements | Queries | Clarification from IPGL |
|---------|---------------------|-----------------------------------|---------|-------------------------|
| | | | | |

2.18 TENDER OPENING AND EVALUATION:

.1 OPENING OF BID:

Bids received up to closing time on stipulated date, shall be opened on the same day i.e. **23rd December 2019 at 15:30 Hrs at IPGL** office of Managing Director, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai – 400010 in presence of Tenderer/Tenderers representative, who may wish to be present. The Tenderers representatives who are present shall sign a register evidencing their attendance.

.2 SCRUTINIES AND EVALUATION OF THE TENDERS:

- a) To assess the scrutiny, evaluation and comparison of tenders, the IPGL may ask Tenderer individually for clarifications. Request for clarification and response thereto, shall be in writing or e-mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Tenderer permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- b) The Comparison and Evaluation of Price Bid will be based on the total cost quoted by the tenderer.
- c) The Tenderer whose bid is accepted by the IPGL, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid,(LOA), the Tenderer shall submit draft Contract Agreement in the format approved by the IPGL as in the **ANNEX III** of Tender Document) and within a fortnight thereafter, the Contract agreement shall be signed between the IPGL and the successful Tenderer. Within fifteen days thereafter, successful tenderer shall submit performance guarantee as per clause 3.14 of the tender document.

2.19 NOTIFICATION AND AWARD OF CONTRACT:

Prior to the expiry of the prescribed period of tender validity or such extended time, the IPGL shall notify the successful Tenderer with Letter of Acceptance, by a e-mail followed by registered letter that his tender has been accepted. The notification of award shall constitute the formation of the Contract. The successful tenderer, at his cost shall prepare and submit four bound sets containing their technical offer and the various documentary transactions taken place between the employer and tenderer till the finalisation and award of the Contract.

3. GENERAL CONDITIONS OF CONTRACT:

3.1 DEFINITION AND INTERPRETATIONS:

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- .1** “IPGL” or “Employer”, means Board of Directors India Ports Global Limited, a company incorporated under Companies Act, 2013.
- .2** “TPIA” shall mean the Third Party Inspection Agency who shall be selected and appointed by IPGL for inspection of the materials & equipment during the process of manufacturing / pre-dispatch stage, on receipt of materials & equipment at site as well as during execution of the contract awarded by IPGL to M/s.ITALGRU, for supply of 4 Nos.100ton capacity MHCs with and shall include such successful tenderers legal representatives, successors and permitted assigns.
- .3** “Contract” means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, special conditions, if any, drawings, specifications, Price Schedule and Schedules etc., any amendments / clarifications / corrigendum thereto, Letter of Acceptance (LOA) and the Contract Agreement entered into between the IPGL and the TPIA as per format given in **Annex- III** of the tender document.
- .4** “Contract Price” means the sum named in the Letter of Acceptance subject to such additions thereto, or deductions there from, as may be made under the provisions of the Contract.
- .5** “Site” means the land and other areas on, under, in or through which the Works are to be executed or carried, or any other places provided by the Employer for the purpose of the Contract.
- .6** “Works” means Carrying out the work of Third Party Inspection at the contractor’s premises M/s ITALGRU SRL, located in Italy and at IPGL site, Chabahar Port, for the contract “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the performance of Four (04) Nos.100 ton capacity Mobile Harbour Cranes (MHCs),” awarded by IPGL Mumbai to M/s. ITALGRU.
- .7** “Approved / Approval” means the approval in writing.

- .8** "Engineer In-charge" - means the project Engineer or his representative or any officer as authorised by IPGL.
- .9** "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer In-charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer In-charge.
- .10** "Schedule" shall mean the schedule annexed to the tenderers bid.
- .11** "Writing" shall include any manuscript, typewritten or printed statement under or over signature and seal as the case may be.
- .12** "Month" means calendar month.
- .13** "Day" means calendar day.
- .14** "Letter of Acceptance" means the formal acceptance, made by or on behalf of the Employer, of the tender including any adjustments or variation to the tender agreed between the Employer and the TPIA, which constitutes the formation of the contract.
- .15** "Foreign currency" means the currency other than Indian Currency.
- .16** "Gross Negligence" means a conscious, voluntary act or omission in reckless disregard of a legal duty & the foreseeable adverse and harmful consequences thereof, that affects the environment, other property and/or the safety of a person but does not include any act or failure to act that constitutes mere ordinary negligence.
- .17** "Wilful Misconduct" means intentional unlawful behaviour, the consequences of which were foreseen or foreseeable and intended to cause harm to the safety of the people, property or the environment.

3.2 SINGULAR AND PLURAL:

Words implying the singular only also include the plural and vice versa where the context required.

3.3 HEADINGS OR NOTES:

The headings in these conditions of Contract and instructions to tenders shall not be taken to be part thereof, or be taken into consideration in the interpretation, or construction thereof, or of the Contract.

3.4 ENGINEER IN-CHARGE AND HIS REPRESENTATIVE:

.1 The Engineer In - charge shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract.

.2 The Engineer In - charge may from time to time, in writing delegate to his Representative any of the powers, discretion, function and/or authorities vested in him and he may at any time revoke any such delegation. Any written decision, instruction or approval given by the Engineer In-charge to the TPIA in accordance with such delegation shall bind the TPIA provided always that:

a) Any failure of the Engineer In Charge to disapprove any Plant workmanship shall not prejudice the power of the Engineer In Charge thereafter such plant or workmanship and to order the rectification thereof in accordance with these conditions;

b) If the TPIA shall be dissatisfied by reason of any decision of the Engineer In-charge shall be entitled to refer the matter to the officer above the rank of Engineer In-charge who will thereupon confirm, reverse or vary such decision.

.3 Wherever by these conditions the Engineer In - charge is required to exercise his discretion, by giving a decision, opinion, consent or to express satisfaction or approval, or to determine value or otherwise take action which may affect the rights and obligations of the TPIA, the Engineer In - charge shall exercise such discretion fairly within the terms of the Contract and having regard to all the circumstances. If either party disagrees with the action taken by the Engineer In - charge he shall be at liberty to refer the matter to Appellate Authority with these conditions.

3.5 OBLIGATIONS OF THE TPIA:

.1 The TPIA shall exercise all reasonable care and diligence in the discharge of all technical, professional and Contractual duties to be performed by them under this Contract as specified in the Scope of Work within the Time for Completion and provide all labour, including the supervision and security thereof. The TPIA shall be fully responsible to the IPGL for proper, efficient and effective discharge of their duties.

.2 The TPIA shall furnish bond in the form of Bank Guarantee towards the performance of the work as per clause 3.14 of this tender document.

.3 If the Employer shall consider himself entitled to any claim under the performance Guarantee he shall forthwith so inform the TPIA specifying the default of the TPIA upon

which he relies. If the TPIA fails to remedy such default within 30 days after the receipt of such notice the Employer shall be entitled to forfeit to the extent of the loss or damage incurred by reason of the default.

.4 The TPIA shall proceed with the Works in accordance with the decisions, instructions and orders given by the Engineer In-charge in accordance with the condition of the Contract.

3.6 GENERAL OBLIGATION OF THE EMPLOYER:

- a) Keep all Records and other information in a secure location so that no un-authorized person is able to gain access to them; and
- b) Ensure Records are kept confidential and are not disclosed to any person other than the Employer and the Engineer – In - Charge except where – (i) required by law; or (ii) the Employer’s Consent is obtained.

3.7 COMPLETION PERIOD OF WORK AWARDED BY IPGL TO M/s. ITALGRU:

As per the contract awarded by IPGL to M/s. ITALGRU, the **period of completion** is **12 (Twelve) months** from the date of opening of Letter of Credit (LC) in favour of M/s. ITALGRU. In case, the Crane manufacturer (M/s. ITALGRU) is expediting to complete the work ahead of the schedule, the TPIA shall arrange to mobilise extra man power required without any financial implication to IPGL.

3.8 RATES AND AMOUNTS INCLUDE ALL CHARGES:

The rates and amounts quoted by the Tenderer shall include all payments on account of taxes, levies, duties, royalties etc. payable to any other authority or Body Corporate and all other incidental charges that the Tenderer may have to bear for the execution of the Works. The tenderers shall make their own arrangements to ascertain the applicable rates of taxes from the concerned Govt. Authorities. In case of the rates of other taxes, if any, payable, the tenderers are required to ascertain the same and include the same in price quoted.

3.9 ACCESS TO SITE:

The TPIA shall intimate IPGL before any person connected with the Works visits the Crane manufacturers or his sub-contractors site. IPGL will ensure proper access to the TPIA personnel at the works of M/s. ITALGRU, for carrying out inspection of MHCs of IPGL. The TPIA shall abide by the regulations and rules of IPGL and Security Force / agency in respect of entry / exit and movement while carrying out any inspection related works in

IPGL. While carrying out inspection works at Crane manufacturer's site, related co-ordination/ formalities for accessing to site shall be the responsibility of TPIA.

3.10 TERMS OF PAYMENT: Following are the stage wise payments to be made to the TPIA:

.1 5 % of total quoted cost shall be released after approval of design of MHCs as per scope of work by TPIA and submission of invoice for the same.

.2 80 % of total quoted cost will be paid for inspection at the works of M/s. ITALGRU, in 3 equal instalments spread over 6 months (up to shipment of all), against deployment of manpower for inspection during manufacturing of MHCs on receipt of bills supported by statements of inspection carried out during the period and duly certified by the Engineer – in - charge.

.3 15% of total quoted cost will be paid for inspection at IPGL site, against deployment of manpower for inspection during testing and commissioning of MHCs and certification of cranes before handing them to commercial operation, in 2 equal instalments spread over last 2 months, on receipt of bills supported by statements of inspection carried out and issuance of Final Acceptance Certificate by the Engineer – in - charge.

The price to be quoted as lump sum price for duration of total **Twelve (12) months** for inspection at Italy and Iran till handing over of all MHCs for commercial operation.

All the Payments will be released to the TPIA through RTGS mode in Indian Rupees only.

3.11 PAYMENT OF SALES TAX, LOCAL TAX AND LEVIES:

The TPIA shall pay all taxes, levy and duty which he may be liable to pay to Govt. of India or Govt. of Italy or any other authority under any law for the time being in force in respect of or in accordance with the execution of work.

Payment of Goods and Service Tax: GST at the applicable rates on the service components shall be paid by IPGL, hence should not be included in the lump sum price quoted for the entire work.

3.12 INCOME TAX DEDUCTION:

Income tax, if any as per the relevant provision of the Income Tax Act shall be deducted at source from any payment payable to the TPIA.

3.13 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:

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 TPIA or with respect to any delay on part of the IPGL in making payment.

3.14 PERFORMANCE GUARANTEES BOND TOWARDS PERFORMNACE OF CONTRACT:

.1 Within 45 days of the receipt of the notification of the award of Contract from the Employer, the successful Tenderer shall furnish to the Employer, a bond in the form of a Bank Guarantee (B.G), from a Nationalised / Scheduled Bank, having their branch in Mumbai, for an amount equivalent to 10 % of the Contract Price (as indicated in LOA) guaranteeing the performance of the Contract as per the draft Bank Guarantee form at **Annex-IV** of this tender document. The validity of such bond issued, towards performance of the Contract, shall be up to scheduled date of completion of the work awarded to M/s. ITALGRU .

.2 Failure of the successful Tenderer to submit the required Performance Guarantee shall constitute sufficient grounds for termination of the Contract & forfeiting the Earnest Money Deposit.

3.15 PENALTY TOWARDS NON-DEPLOYMENT OF ENGINEER FOR INSPECTION:

The Schedule for manufacturing of MHCs with by M/s. ITALGRU will be provided to TPIA along with the Letter of Acceptance. The requirement of quality engineers / surveyors will be communicated to the TPIA 15 days in advance. In case, TPIA fails to deploy quality engineers / surveyors as per the requirement, penalty of **10,000 INR per day** absenteeism limited to maximum 10% of contract value in addition to non-payment for that particular period of absence at the same rate will be applicable.

3.16 WORKMEN'S COMPENSATION:

The TPIA shall indemnify IPGL in the event of the IPGL being held liable to pay compensation for injury to any of their Inspectors or servants or workmen deployed by TPIA, under the Prevailing applicable Workmen's Compensation Act, as amended from time to time or under the applicable laws of Government of Italy and Iran (if any) and shall take out an insurance policy covering all risks under the statutory rules and regulations and shall keep the same renewed from time to time as necessary for the duration of the Contract

and produce the same before arrival of equipment to the Engineer In-charge and shall be valid till issuance of Final Acceptance Certificate (FAC) for the contract.

3.17 DEFAULT OF THE TPIA:

If the TPIA makes any default or on the happenings of anyone or more of the following events that is to say:

If the TPIA –

- .1 Fails to observe or perform any of its obligations pursuant to the Contract;
- .2 Fails to comply with a direction of the Engineer – In - Charge given in accordance with the provisions of the Contract;
- .3 Assigns the Contract or any of its benefits or purports to assign, subcontract or otherwise divest itself of any of its obligations under the Contract without the Employer's Consent;
- .4 Enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management; or
- .5 Abandons or refuses to proceed with the TPIA Services;
- .6 Creates a conflict of interest under these Conditions of Contract,
- .7 Has gone into liquidation or passed the resolution for winding up or
- .8 Upon making an arrangement with or assignment in favour of his creditor or
- .9 Upon his assigning this Contract or
- .10 Upon winding up order being passed by the court or a Receiver or manager is appointed in respect of any of the property of the TPIA.
- .11 Fails to deliver to the employer any as-constructed documentation as specified in the Scope of Work, The employer may suspend payment under the Contract and shall notify the TPIA in writing specifying the reason for the notice and requiring the TPIA to show cause within thirty (30) days from the giving of such notice why the appointment of the TPIA should not be terminated. If the TPIA fails to show cause within the period specified in the notice to the satisfaction of the employer, the employer may without prejudice to any other rights, terminate the appointment of the TPIA by notice to the TPIA by the date specified in the notice.

On termination of the appointment of the TPIA pursuant to this Clause, all money which has been paid and all money to be paid for work done to the date of termination shall be proportionate amount after adjustment towards penalty, if any.

3.18 DISPUTE RESOLUTION:

1. Arbitration: In the event of any dispute or difference of whatsoever nature between the Parties arising out of, in relation to, or in connection with the Contract, the Parties shall, at the outset, attempt to resolve the said dispute or difference amicably. In the event there is no amicable resolution of the dispute or difference between the Parties within thirty days from the date of notice of the said dispute or difference by either Party, such dispute or difference shall be referred to a sole arbitrator to be nominated by the mutual consent of both parties, whose decision shall be final and binding upon the parties, Provided that notwithstanding by the escalation of any dispute or difference to arbitration. The TPIA shall acknowledge and undertake that its obligations under the Contract shall continue to subsist and its work under the Contract shall continue without interruption during the subsistence of the dispute or difference.

2. Governing Law & Jurisdiction: The contract shall be subject exclusively to the law of India. Subject to the afore mentioned clause 3.18.1, the courts at Mumbai shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to or in connection with the contract. Arbitration if any shall be under Indian Arbitration and Conciliation Act, 2015 (Amended) and the arbitration proceeding will be held at Mumbai and the arbitration proceedings shall be conducted in English.

3.19 TERMINATION OF CONTRACT:

If the TPIA does not perform the Contractual obligations satisfactorily, the Contract is liable to be terminated after issue of notice of 30 (Thirty) days to the TPIA.

3.20 FORCE MAJEURE:

If the inspection of cranes during manufacturing, testing and Commissioning is hindered due to force majeure such as, war, riots, civil commotion, fire, epidemics, natural calamities, etc. such period shall be exempted from penalty as mentioned in clause 3.15 of this tender document. (Any change in applicable international laws leading to undesired impact in execution of Contract obligation shall be covered under force majeure.) In case the

duration of the Force Majeure is more than three hundred and sixty five (365) days, the contract may be terminated upon the request of each party.

3.21 LABOUR LAWS:

The TPIA shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the TPIA for inspection during fabrication, assembly, erection, Testing, Commissioning of equipment either in India or in Italy or in Iran.

3.22 OUTBREAK OF WAR:

If during the currency of the Contract, there shall be an outbreak of war (whether war is declared or not) in any part of the world which, whether financially or otherwise, materially affects the execution of the Works the TPIA shall, unless and until the Contract is terminated under the provision in this clause contained, use his best endeavours to complete the execution of the Works, provided always that either the Employer or the TPIA shall be entitled, at any time after such outbreak of war, to terminate this Contract by giving notice in writing to the other ,and upon such notice being given this Contract shall terminate, but without prejudice to the rights of either party in respect of any antecedent breach.

3.23 DEFAULT OF THE EMPLOYER:

In the event of the Employer:

- .1 Failing to pay TPIA the amount due under Contract as per stipulated condition or
- .2 Interfering with or obstructing the written approval in this Contract, the TPIA shall be entitled without prejudice to any other rights or remedies to terminate his employment under the Contract by giving 90 (Ninety) days prior notice in writing to Employer.

3.24 CONFIDENTIAL INFORMATION:

Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussion leading up to or the entering of the contract. After the entering of the contract Employer and the TPIA shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection

with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Employer shall not use such documents, data, and other information received from the TPIA for any purposes unrelated to the Contract. Similarly, the TPIA shall not use such documents, data, and other information received from Employer for any purpose other than the design, procurement, or other work and services required for the performance of the Contract. The obligation of a party, shall not apply to information that:

- .1 Employers or TPIA need to share with the institutions participating in the financing of the Contract;
 - .2 Now or hereafter enters the public domain through no fault of that party;
 - .3 Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - .4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality
- The above provisions of GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees. All services provided to Employer by bidder are subject to Country public disclosure laws such as RTI etc. The TPIA shall not make or permit to be made public announcement or media release about any aspect of this Contract unless Employer first gives the TPIA its written consent.

3.25 REVIEW OF PERFORMANCE:

A designated team / person from Employer may review the performance of TPIA against the TPIA at any time. The review / audit report will form basis of any action relating to imposing penalty or breach of contract of the TPIA.

3.26 ADHERENCETO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTION:

TPIA shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Employer shall be applicable in the performance of this

Contract and TPIA's Team shall abide by these laws. The TPIA shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. TPIA's Team shall adhere to all security requirement / regulations of Employer during the execution of the work. Employer's employee also shall comply with safety procedures / policy. The TPIA shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. Employer will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC. In case of any unsafe condition in workshop of M/s. ITALGRU or at site of IPGL, TPIA shall report the same and discontinue the inspection until safe conditions are available.

3.27 NON - SOLICITATION OF STAFF:

For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this contract and for an additional period of 180 days after termination.

3.28 INTELLECTUAL PROPERTY:

Employer shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the TPIA solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The TPIA undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to Employer and execute all such contracts / documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of Employer. To the extent that Intellectual Property Rights are unable by law to so vest, the TPIA assigns those Intellectual Property Rights to Employer on creation. The TPIA shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the TPIA shall keep Employer indemnified against all costs, expenses and liabilities what so ever, arising out

any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission / license terms or infringement of any Intellectual Property Rights by the TPIA or its personnel during the course of performance of the Related Services. In case of any infringement by the TPIA, the TPIA shall have sole control of the defence and all related settlement negotiations.

3.29 SURVIVAL:

The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.

3.30 CONFLICT OF INTEREST:

The TPIA warrants that, to the best of its knowledge, information and belief, at the date of submitting its Proposal, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract. If during the currency of the Contract, a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than the Employer) the TPIA undertakes to notify the Engineer-In-Charge immediately in writing, of that conflict of interest. The TPIA shall take all reasonable measures to ensure that its employees do not, during the currency of the Contract, engage in any activity or obtain any interest which is in conflict with providing the TPI Services to the Employer fairly and independently. Any such activity must be disclosed in writing to the Engineer – In - Charge immediately. Where the Engineer – In - Charge receives a notice of conflict of interest, the Employer may proceed to terminate the Contract. The TPIA shall not receive any remuneration in connection with the assignment except as provided in the contract. The TPIA and its affiliates shall not engage in consulting activities that conflict with the interest of the Employer under the contract. It should be the requirement of the contract that the TPIA should provide professional, objective and impartial advice and at all times hold the Employer interest's paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. TPIA shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Employers, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer.

3.31 CONFLICT AMONG ASSIGNMENTS:

Neither TPIA (including their personnel) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the TPIA.

3.32 PROFESSIONAL LIABILITY:

The TPIA is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the TPIA's liability to the employer will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the TPIA's gross negligence or wilful misconduct; (b) the TPIA's liability to the Employer may in no case be limited to less than the total payments expected to be made under the TPIA's contract, and (c) any such limitation may deal only with the TPIA's liability toward the employer and not with the TPIA's liability toward third parties. Notwithstanding anything contained herein to the contrary, the maximum aggregate liability of the TPIA including towards the third parties, for any and all liabilities of the contract, shall be limited to a sum equivalent to the amount of fees payable by the Employer to the TPIA.

TPIA will not be liable for any loss of profit, loss of contract, loss of use or any indirect or consequential loss, damage or expense sustained by the employer or any other person caused by any act, omission or error of the TPIA.

3.33 STAFF APPOINTMENT / SUBSTITUTION:

TPIA shall ensure to appoint its personnel from the names of Key Staff proposed in techno-commercial proposal, as per the requirement of different offices in consultation with Engineer – In - Charge of the Employer. In the event, the required Key Staff is not appointed, the Employer shall notify TPIA on the failure of the TPIA to make necessary appointments and TPIA shall appoint such Staff / personnel within one month of such notice. During an assignment, if substitution is necessary (because of ill health or because a staff member proves to be unsuitable, or the Staff member is no longer working with the TPIA), the TPIA shall propose other staff of at least the same level of qualifications for approval by the Employer. Such appointment / substitution shall be made within a month's time failing which the Employer shall either hold up the payment or seek other remedies under the contract.

3.34 CESSATION OF RESPONSIBILITY:

All responsibilities of TPIA under this contract shall be deemed to have been discharged upon commissioning of all cranes at IPGL site at Iran and completion of documentation part within this contract. Employer responsibilities shall be deemed to have been satisfied on

acceptance of TPIA's services and payments by Employer to TPIA of all amounts due and payable under the contract.

3.35 CHANGES AND ADDITIONS IN TPIA's SCOPE OF WORKS:

Employer shall have the right to request TPIA in writing to make any changes, modifications, deletions and / or additions to TPIA's scope of works. TPIA shall review such written requests and if such changes and additions would jeopardize fulfilment of any of TPIA's obligations under this contract, TPIA will not be obliged to make such changes or withhold any part of the works pursuant to such changes and / or additions contemplated by Employer. Otherwise, TPIA will work out the estimate of price and time adjustment on account of such changes, modifications, deletion and / or additions sought by Employer and the same shall be mutually agreed. Unless TPIA receives written authority from Employer on variation in prices and time schedule, TPIA will not be obliged to proceed with any such variation in the scope of works.

3.36 NOTICES:

All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received. If mailed, all notices will be considered as delivered after 7 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for. All notices under this contract shall be sent to or delivered at the address as specified by the parties. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

ANNEX-I

BANK GUARANTEE FORMAT FOR EMD

KNOW ALL BY THESE PRESENT THAT ----- (Name of the Bank), a

Banking corporation carrying on banking business including Guarantees at Mumbai and other places and having its office at ----- Mumbai (hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) SEND GREETINGS:

WHEREAS The Board of Directors of INDIA PORTS GLOBAL LIMITED constituted under the COMPANY Act, 2013 (hereinafter called 'The Board' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) had invited tenders for ----- (hereinafter called Tender) as per Instruction to the Tenderers, General conditions of the Contract, scope of work, specifications and Price schedule covered under 'Tender No. -----.

AND WHEREAS M/s ----- (hereinafter called the 'Tenderer') has offered to carry out the work under the said Tender.

AND WHEREAS under the conditions of the Contract, the Tenderer is required to give a Earnest Money Deposit in the form of Bank Guarantee from a Scheduled Bank having its branch in Mumbai for the sum of Rs. ----- (Rupees -----)

AND WHEREAS M/s ----- have requested the Bank to furnish a Guarantee to the Board for the sum of Rs. ----- (Rupees -----) which the Bank has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that the said Bank doth hereby stand surety for the said sum of Rs. ----- (Rupees -----)

AND DOT H HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing without referring to M/s ----- (Name of the

Tenderer) and without questioning the right of the Board to make such demand or the propriety or legality of such demand, such sum or sums not exceeding in the whole a sum of Rs. ----- (Rupees-----)/ as may be payable to the Board by the Tenderer by reason of withdrawing his Tender before the expiry of the day from the last date of the submission of the

Tender or such time as may be extended by the Board to which M/s ----- have agreed in writing, or in the event of the tender being accepted by the Board and fails to enter into a Contract or to furnish Performance Guarantee as per the terms of the Contract, in respect of which the decision of the Board shall be final and legally binding and the said Bank doth further covenant and declare that this security is irrevocable and shall remain in force up to and inclusive of the ----- (date) and if the Contract is not awarded by the Board before the expiry of the aforesaid date, the said Banker undertakes to renew this Guarantee from month to month until 6 months after the aforesaid date i.e. up to ----- (date) and the said Bank doth hereby further covenant and declare that if the said M/s ----- do not obtain and furnish renewals of this Guarantee for a further period of six months to the Board not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewals thereof as to keep the same valid and subsisting till the Contract is awarded by the Board and for 6 months thereafter i.e. up to ----- the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board notwithstanding :

1. that the period of the Guarantee of the renewal or renewals thereof has not expired or,
2. that the period of Guarantee of the renewal or renewals thereof has already expired

AND THE BANK further declares that notwithstanding anything to the contrary contained hereinabove, the Bank's liabilities under the Guarantee is restricted to Rs. ----- (Rs. ---- -----) and unless a demand in writing under the Guarantee is made with the Bank within the 3 months from the date of expiry i.e. by -----, all the rights of Board under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability there under:

Notwithstanding anything to the contrary contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees --
-----)This Bank Guarantee shall be valid up to -----; and

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----

IN WITNESS WHEREOF, the duly constituted attorneys of the Bank has here upto set his/their hands and seals on the ----- of -----2019.

SIGNED, SEALED AND DELIVERED

By the within named -----

Through its duly -----

Constituted Attorney Mr. -----

& ----- in the presence of

ANNEX –II

LETTER OF APPLICATION CUM TENDER FORM

To be submitted on company Letter Head by the Tenderer indicating full postal address, telephone number/s, fax number/s, email id, etc.

To,

Date:

**The Managing Director,
India Ports Global Limited
4th Floor, Nirman Bhavan,
M.P. Road, Mazgaon,
Mumbai-400010 – INDIA.**

Sub: Tender for the work of “Carrying out the work of Third Party Inspection for the Contract of ‘Design, Manufacture, Supply, Installation, Testing, Commissioning and guaranteeing the performance of Four (04) Nos Mobile Harbour Cranes of 100 Ton Capacity ”, awarded by IPGL, Mumbai to M/s. ITALGRU.

REF: Tender No: IPGL/ MHC – TPIA / 04 / 2019

Sir,

Being duly authorised and represent and act on behalf of M/s. _____

hereinafter called the ‘Tenderer’ and having fully understood Instructions to Tenderer/s, General Conditions of Contract, Scope of Work, Drawings & Specifications as given in the Tender Document and after visiting the Site, the undersigned hereby submits the Offer for the subject Works.

2. IPGL and its representatives are hereby authorised to conduct any enquiry or investigations to verify the statements, documents & information submitted in connection with this Tender and to seek clarifications from our bankers & Clients regarding any financial, commercial & technical aspects. This letter of application will also serve as authorization to any individual or representatives of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourself to verify statements and information provided in this Tender, or with regard to the resources, experience, and competence of the Tenderer.

3. **The tenderer may contact following IPGL representatives for further information, if need be.:**

| For General & Managerial inquiries | |
|---|--|
| Name of Contact Person | Mr Arun Kumar Gupta |
| Telephone number/s | 042 69000430, 9833880764 |
| Fax number/s | 042 66566336 |
| E-mail Id | md.indiaportsglobal@gmail.com |

| For Technical inquiries | |
|--------------------------------|------------------------|
| Name of Contact Person | Mr Shailesh Makwana |
| Telephone number/s | 9049046177, 9904304864 |

| | |
|--------------|---|
| | |
| Fax number/s | 042 66566336 |
| E-mail Id | mons.indiaportsglobal@gmail.com, |

| | |
|--------------------------------|---|
| For Financial inquiries | |
| Name of Contact Person | Mr Nitin Shah |
| Telephone number/s | 9049046179, 9769036703 |
| Fax number/s | 042 66566336 |
| E-mail Id | cs.indiaportsglobal@gmail.com, |

4. This application is made in the full understanding that:

- i. Tenders received from Tenderers will be subject to verification of all submitted information.
- ii We agree to abide by this Tender for the period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and may be extended at any time, if requested by IPGL, before the expiry of the validity period as given in this Tender.
- iii 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.
- iv If our Tender is accepted, we confirm to commence work from the date of issue of 'Letter of Acceptance' and to complete all Works in good condition within the completion period as stipulated in this Tender.

- v. If our Tender is accepted, we will furnish the Security Deposit and Performance Guarantee Bond for the due Performance of the Contract. The amount and format of such Guarantee will be in accordance with the subject Tender and Conditions of Contract.
- vi. We have independently considered the amount/rate shown as penalty clause no 3.15 i.e. **PENALTY TOWARDS NON-DEPLOYMENT OF ENGINEER FOR INSPECTION** and agree that the same represent a fair estimate of the damages/losses likely to be suffered by IPGL in the event of delay in overall completion of the Work.
- vii. We have downloaded the tender form from web site and we hereby certify that we have not made any changes to the Tender Document either in words or in sentences or deleted or added any word or sentences from/to the tender document.

5. The undersigned declares that the statements made & the information provided in the duly filled Forms is complete, true & correct in every detail.

Witness

| |
|---|
| Signature |
| Name and Designation with company seal |
| For & on behalf of (name of the Tenderer) |

| |
|---|
| Signature |
| Name and Designation with company seal |

ANNEX - III

FORM OF AGREEMENT

THIS AGREEMENT made at Mumbai this _____ day of _____ BETWEEN _____ (hereinafter called "the TPIA") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the party named and his heirs, executors and administrators or its successors and permitted assigns) of the one part and THE BOARD OF DIRECTORS OF INDIA PORTS GLOBAL LIMITED incorporated by IPGL under Company Act 2013 being the successors (herein after called "The Employer") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the TPIA for “Carrying out the work of **Third Party Inspection** for the contract ‘Design, Manufacture, Supply, Installation, Testing, Commissioning and guaranteeing the performances of Four (04) Nos. 100 ton Capacity Mobile Harbour Cranes(MHCs) awarded by IPGL’ to “M/s. ITALGRU SRL,ITALY”.

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz -
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The specification
 - e) The Price, schedule and all other schedules
 - f) The TPIA’s offer and all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made to the TPIA as hereinafter mentioned the TPIA HEREBY CONVENANT with the Employer to carry out the work of “**Third Party Inspection** for the contract of ‘Design, Manufacture, Supply, Installation, Testing, Commissioning and guaranteeing the performance of Four (04) Nos. 100 ton Capacity

Mobile Harbour Cranes (MHCs)', awarded by IPGL, Mumbai to M/s. ITALGRU SRL, ITALY".

4. The Employer HEREBY CONVENANT to pay to the TPIA in consideration of the Carrying out the work of "Third Party Inspection for the contract of 'Design, Manufacture, Supply, Installation, Testing, Commissioning and guaranteeing the performance of Four (04) Nos. 100 ton Capacity Mobile Harbour Cranes (MHCs)', awarded by IPGL, Mumbai to M/s. ITALGRU SRL, ITALY", as per the Contract Price at the time and in the manner prescribed by the Contract.

3. IN WITNESS WHEREOF the TPIA that hereunto set his hand and seal and the Managing Director of India Ports Global Ltd, for an on behalf of the Board has set his hand and the common seal of the Employer has been hereunto affixed the day and year first above written.

Signed, sealed and delivered

by _____ for and on behalf of the said

_____ in pursuance of a resolution of

the Board of Directors of the

passed at a meeting held on

Managing Director

the _____ CONSTITUTED

ATTORNEY _____ or

The Common Seal of the TPIA was hereto affixed in the presence of

SIGNED, SEALED AND DELIVERED

by Managing Director

for and on behalf of the Board of Directors of

India Ports Global Limited with the Common Seal

ANNEX -IV

| |
|---|
| FORMAT OF BANK GUARANTEE to be used FOR PERFORMANCE of the Contract. |
|---|

1. In consideration of the Board of Directors of the India Ports Global Limited incorporated by the Company Act, 2013 as amended by the IPGL (hereinafter called “The Employer” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Directors, IPGL, its successors and assigns) has awarded the Contract for Carrying out the work of “Third Party Inspection for the contract ‘Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the Performance of Four (04) Nos. 100 ton Capacity Mobile Harbour Cranes (MHCs) awarded by IPGL, Mumbai to M/s. _____,____”, vide Managing Director’s letter No. --- -----, dated ----- (hereinafter called ‘the said Contract’) to ----- (Name of the TPIA) (hereinafter called the ‘TPIA’). Under the terms and conditions of the Contract, made between the TPIA and the Employer, the TPIA is bound to

submit a performance Guarantee of Rs. ----- (in words Indian Rupees) to Employer, we the ----- (Name of the Bank and address) (hereinafter referred to as ‘the Bank’ at the request of the TPIA do hereby undertake to pay to the Employer an amount not exceeding Rs. ----- (in words Indian Rupees)against any loss or damage caused to or suffered or which would be caused to or suffered by the Employer by reason of any breach by the TPIA of any of the terms and conditions of the said Contract.

2. We -----Bank do hereby undertake to pay the amounts due and payable under --- this

guarantee without any demur merely on a demand from the Employer stating that the amount claimed

is due by way of loss or damage caused to or which would be caused to or suffered by the Employer

by reason of the TPIA’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding

Rs. ----- (in words Indian Rupees)

3. We, ----- (Name of the Bank) undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the TPIA in any suit or proceeding before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the TPIA shall have no claim against us for making such payment.

4. We, ----- further agree with the Employer that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Managing Director of the said Employer certified that the terms and conditions of the said Contract have been fully and properly carried out by the said TPIA and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before the -----, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before ----- all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee .

5. We, ----- Bank further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said TPIA from time to time to postpone from any time or from time to time any of the powers exercisable by the Employer against the said TPIA and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the TPIA or for any forbearance, act or omission on the part of the Employer or any indulgence shown by the Employer on the part of the Employer or any indulgence shown by the Employer to the TPIAs or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

5 This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the TPIA.

It is also hereby agreed that the Courts in Greater Bombay shall have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

We, ----- Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Dated ----- day of -----2019

For (Name of the Bank)

(Name with Designation)

Signature

Seal of the Bank

ANNEX -V

SCOPE OF WORK FOR THIRD PARTY INSPECTION AGENCY FOR THE CONTRACT “DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEEING THE PERFORMANCE OF FOUR (04) NOS. OF 100 TON CAPACITY MOBILE HARBOUR CRANES (MHCs), AT CHABAHAR PORT, ISLAMIC—REPUBLIC OF IRAN, IPGL” AWARDED BY IPGL TO M/S.ITALGRU.

The scope of inspections to be carried out by a third party inspector to be appointed by IPGL shall include, but not necessarily be limited to the following: -

- I. To set up a meeting with supplier to establish a detailed Tests and Inspection Schedule for the entire manufacturing and assembly period. Generally, meetings will be conducted at the fabrication/erection site in Italy.
- II. Issuance of Non-Acceptance Notes for all discrepancies during manufacturing period.
- III. Set up monthly work progress review meetings with supplier and issue Monthly Works Progress Review Report to IPGL.
- IV. Perform the survey/Inspection in accordance with the specification, designed plans, standard IPT (Inspection& Test Plan) and procedure that have been approved.
- V. Check workmanship, procedures and fabrication techniques i.e. materials preparation, cutting fit-up, welding etc. as per QAP during the fabrication. Assembly and testing processes in accordance with the approved plans, procedures and standards.

Check welders test certificates and welding procedures to ensure that only qualified welders are being used and that correct welding procedures are followed.
- VI. Conduct visual inspection of welding according to AWS D1.1/BS/EN or approved standards.
- VII. Verification and identification of steel material, including witness of fracture test against mill sheets for major structural items if required. Review system for material tracing with random witness of identification transfer. (Note: it should be assured that this item is not challenging for manufacturing)
- VIII. Conduct visual checks on the quality of incoming materials, which include structural steel, motors, reducers, hydraulic components and other items deemed necessary by IPGL

- IX. Review NDE personnel qualification and NDE procedure. Review NDE reports. Monitor NDE inspection as per approved designed plan (QAP), specifications and procedures.
- X. Review principal dimensional inspection reports of main components and checked it on random basis, which include gantry structure, bogie & equalizer beam, trolley frame and rope drum.
- XI. Check the buckling of main girders/ beams randomly in accordance with AWS D1.1/BS/EN or approved plan review the report of buckling measurement.
- XII. Witness proof load test report of hooks and review breaking test report of wire rope.

Witness low-pressure testing of fabricated box sections to confirm that air tight Structures are produced.
- XIII. Check assembly of components and mounting of all mechanism against the design plan.
- XIV. Check the painting quality as per approved painting specification including weather condition, grit blasting grade and surface preparation randomly.
- XV. Check the installation of electrical equipment/ cables as per the standards approved by the client i.e. IEC/NEC etc.
- XVI. Witness major dimensional check on each completed cranes as per approved plans/FEM standard.
- XVII. Witness overload test for brakes.
- XVIII. Witness pre-delivery commissioning tests and associated inspections in accordance with the program approved by Client.
- XIX. Witness assembly and erection of equipment at the works of the manufacturer together with load and functional tests as per approved procedures and QAP.
- XX. Final stamping of the cranes.
- XXI. Review and certification of As-Built Drawings and other As-Built Details as follows: Certified that the crane is fabricated to this as-built drawing.
- XXII. Issue “Certificate of Inspection” for the Cranes covering design, fabrication, erection and commissioning, in compliances to applicable specification, QAP, approved design drawings and other such documents related to the project, as submitted by Company. Tentative dates for various activities by the contractor (M/s. Italgru) will be indicated.
- XXIII The final documentation (Documentation package) shall consists of all the quality inspection and tests documents including the operation tests & as built drawing duly reviewed and certified as per approved designed plan (QAP).

XXIV The scope shall cover overall approval of design of crane structure, mechanical, electrical & electronics to be installed on the equipment for ensuring that the crane to be supplied is complying with the desired technical specifications of the contract awarded to M/s. ITALGRU and safe handling containers through these equipments.

1. Design Review and Approval of Main Structure Analysis Results:
 - a. Check for Design Criteria of Main structure, Boom, Hoist and Gantry Motions.
 - b. Check for Stress Results.
 - c. Review the OEM's documentation (mainly drawings and calculation sheets) and perform own calculation according to the drawings, analysing the data to decide whether or not the OEM's calculations are meeting the requirements of the specification and applicable standards (Technical Specification or FEM or combination of both).
 - d. Review of the structural design calculation sheet, including:
 - (i). Crane wheel loads and stability.
 - (ii). Member strength under specified load combinations.
 - (iii). Member fatigue under specified spectrum.
 - (iv). Crane static deflection at critical points.
 - (v). Crane natural frequency.
 - (vi). Buckling and plate thickness.
 - (vii). Main connections including welded, bolted and pinned connections.
 - (viii). Main equalizer and secondary equalizer beam.
 - e. Review of structural design, including comments and/or suggestions on possibly incorrect design drawings and approval of the same if applicable.
 - (i). Review the structural specifications for the crane components
 - (ii). Review of the NDT requirements shown on the drawings and specifications
 - f. Review of the mechanical design as well as mechanical study and calculation documents, including examination of the main technical parameters, examine the mechanical classification, examine the adequacy of the gear boxes, wire ropes, brakes, shafts, couplings, pins, sheaves, wheels, duty cycle calculations, etc., and make comments and/or suggestions on possibly incorrect design drawings and approval of the same if applicable.
 - g. Review of the electrical calculations covering medium voltage supply, main breakers, converters/inverters, main power cables, transformers, illumination, cooling.

- h. Review of the electrical single line and schematic diagrams.
 - i. Review of the electrical design of cables, cable trays and conduits, cable installation and wiring plans, layouts of cabin(s), operator's stations, electrical rooms, and control panels.
 - j. Submit the final review report latest 4 (four) weeks after all TPIA and IPGL comments have been clarified and modified by the Manufacturer.
 - k. Check for Fatigue Stress
 - l. Check for Main Structure Drawings
2. Documents Review:
- a. Technical Specification
 - b. Approved Construction Drawings
 - c. Inspection and Test Plan (An Inspection and Test Plan (hereinafter referred to as "ITP") shall be agreed between TPIA and the Manufacturer prior to the commencement of the fabrication)
 - d. WPS/PQR
 - e. NDE Procedures & NDE Personnel certificates
 - f. Painting Procedure
 - g. Commissioning Procedure etc.
 - h. Review of raw material test certificate for compliance with code/specifications and Identification of material with manufacturer's test certificate.
 - i. Review of heat treatment records carried out where applicable.
 - j. Examination of radiographs including review of radiographic technique and monitoring of other NDT requirements such as Ultrasonic, Magnetic particle and Liquid Penetrate testing are met with as per the relevant code/drawings/ QAP.
 - k. Review of test certificate for all critical items but no limited to for:
 - Bogies, Portal, Girder, & Loading devices

- Main Hoist.
- Motors, Controller, Main Cables, Other bought out components any other like anemometer, hold down devices, all safety devices, wire ropes etc.
- Review Dynamic load test reports for motors.

3. Material Verification:

- a. Review Mill Certificate
- b. Verify the material traceability records
- c. Witness material test as per submitted QAP

4. Witness & Verification

- a. Witness Welder Qualification Test and certification by TPI
- b. Fit-up: witness on critical parts and randomly spot witness for the others
- c. Welding Process: monitoring/patrol inspection
- d. Non Destructive Test: review NDT results, spot check on the calibration of equipment & verify the qualification of personnel
- e. Final Inspection: witness on the final welds and dimensional/straightness
- f. Sub-assembly: witness on the final welds, alignment, dimension.
- g. Erection: witness on the final welds, final dimensional, bolt torque, levelling/straightness.
- h. Painting: witness on the surface preparation (after sand blasting), painting procedure and randomly spot check on the final DFT.
- i. Testing:-
 - i) Electrical: review continuity check & Insulation resistance test; verify electrical equipment installation etc.
 - ii) Mechanical: witness alignment/installation, bolt torque, greasing/ lubricating, idle running test, etc.
- j. Commissioning: witness on all testing as per approved commissioning procedures, including load test.

- k. Witness assembly of all the primary structural with the machinery and electrical equipment, spreader and safety devices at site.
5. Documentation & Certification
- a. Submission of FORTNIGHTLY inspection report to IPGL.
 - b. Submission of MONTHLY project progress report to IPGL.
 - c. Certification of parts of the crane as per clause 3.24.6* of the contract awarded to M/s. ITALGRU for supply of 04 nos MHCs
 - d. Certification regarding receipt of equipment at IPGL site in good condition.
 - e. Certification of completion of erection, testing and commissioning activities of equipment at IPGL site as per contract.
 - f. Certification of the crane for meeting the FEM / Equivalent International classification and requirements as detailed at clause 2.2** & 2.5# of the contract awarded to M/s. Italgru. for supply of 04 Nos. MHCs .
 - g. Certification of the crane for “Ready to ship” prior to shipment from contractor’s site indicating that all the tests are successfully carried out as detailed in the clause 9.2.5## of the contract awarded to M/s. Italgru for supply of 04 Nos. MHCs (Sea fastening, towing services and transportation analysis procedure review is not in the scope of TPIA.
 - h. Stamping and issue of certificates.
 - i. During production of the cranes, deficiencies found in the work quality will be listed in so called punch lists and will be delivered to the client.
6. Shipment and commissioning
- a. - Cl. No.: 3.24.6: Third Party Inspecting Agency shall certify the MHCs before shipment at Contractor’s site. The Contractor shall give the Engineer In-charge such reasonable notice of the progress of the work and shall intimate the tentative date of shipment & arrival at IPGL well in advance. The contractor shall furnish a certificate issued by Third Party Inspection Agency towards “Ready to ship” prior to transportation of MHCs and from contractor’s works.
 - b. Witness tests on control panel and drive systems. (Testing of bought out items to be preferably done at MHC manufacture site or vendors site if in vicinity).
 - c. Conduct final checks on the quality of welds, painting, installation of substructures, Sea- fastenings, etc. before the crane is shipped out.

- d. Supervision of the on-site Terminal Commissioning at the point of destination. The duration is expected to be 2 (Two) months.
- e. A Commissioning Engineer shall be appointed to oversee the commissioning and conduct testing, punch list remedy and acceptance of the cranes at the Destination Terminal.

Details of Clause numbers referred:

Following clauses of Volume-I of the tendered work awarded to M/s. ITALGRU may be seen and taken in to consideration for carrying out the work of TPI.

Volume-I

| Sr. No. | Clause No. | Title of the clause |
|----------------|-------------------|---|
| 1 | 3.12 | Completion Period of works |
| 2 | 3.24 | Inspection at contractor/sub contactor sites |
| 3 | 3.25 | Testing of Equipments at contractors and employers site |
| 4 | 3.26 | Drawings |
| 5 | 3.27 | Test on completion of work at Employers Site |
| 6 | 3.35.3 | Issue of provisional certificate |
| 7 | 3.35.4 | Issue of Final certificate |
| 8 | 3.35.5 | Final Certificate conclusive |

Volume-II

These being technical specifications, however the complete Volume to be seen and taken into consideration for carrying out the work of TPI.

SCHEDULE 1

GENERAL INFORMATION

Page1/2: Schedule -1

All individual firms submitting the tender must complete the information in this form.

| | |
|--|--|
| Full name of the Firm: | |
| Head Office address | |
| Contact person name at Head office: | |
| Telephone Number/s: | |
| Fax Number/s: | |
| E-Mail ID | |
| Branch Office Address, if Any | |
| Contact person name at Branch office: | |
| Telephone number/s: | |
| Fax number/s: | |
| E-mail Id | |
| Works address: | |
| Contact person name at Works: | |
| Telephone number/s: | |
| Fax number/s: | |
| E-mail Id | |

Signature & seal of the Tenderer

Page2/2: Schedule -1

| | |
|--|-------|
| Place of Registration/ Incorporation: | |
| Year of Registration/ Incorporation: | |
| Details of Mainlines of Business: | |
| I | Since |
| II | Since |
| III | Since |
| IV | Since |
| V | Since |

Signature & seal of the Tenderer

SCHEDULE 2

FINANCIAL DATA

Page: 1/3 Schedule 2

Tenderers should provide financial information as detailed below Each Tenderer must fill the information in this format only. If required, you may use separate sheets to provide complete financial information.

In support of submitted information, copies of Audited `Balance Sheets' and `Profit & Loss account' statements for last three (03) years must be attached.

A: Banker's Details:

| | |
|---------------------------------------|-----------------------------|
| Name of the Banker In Full | |
| Address of Banker | Telephone No: |
| | Fax No: |
| | Contact Person name: |

Signature & seal of the Tenderer

B: Summaries of actual assets and liabilities for the Last 03 years

Page 2/3 Schedule 2

| Financial information | Previous three years | | |
|------------------------------|-----------------------------|-----------|-----------|
| | 2015-2016 | 2016-2017 | 2017-2018 |
| 1.Total Assets | | | |
| 2. Current Assets | | | |
| 3. Total Liabilities | | | |
| 4. Current Liabilities | | | |
| 5.Turnover | | | |
| 6. Profit before Taxes | | | |
| 7. Profit after Taxes | | | |

Signature & seal of the Tenderer

Page 3/3 Schedule 2

C: Income tax:

| | |
|---|--|
| 1. Permanent Income-Tax Account Number (PAN) | |
|---|--|

(Kindly enclose copies of supporting documents for above information)

Signature & Seal of the Tenderer

SCHEDULE 3

DETAILS OF KEY PERSONNEL

Details of key personnel involved in administration and execution of the subject work till completion, are to be furnished. The information in this regard should be submitted in below mentioned format and separate sheets may be used to furnish necessary details, if required.

| No. | Name in full | Designation | Qualification | Experience |
|-----|--------------|-------------|---------------|------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

Signature & Seal of the Tenderer

SCHEDULE 4

CURRENT COMMITMENTS IN HAND

Tenderer should provide necessary information about their current commitments on all Contracts that have been awarded, or for which a 'Letter of Intent' is placed or 'Letter of Acceptance' has been received or for Contracts approaching towards completion and full completion certificate has yet to be issued. The information in this regard should be submitted in below mentioned format and separate sheets can be used to furnish necessary details.

In support of submitted information, it is very essential to submit copies of orders in hand or copies of 'Letter of Intent' / work orders as the case may be.

| | Name of the Client | Order number / Reference number & Date | Order value | Date of Completion as per the Order | Estimated date of Completion |
|----|---------------------------|---|--------------------|--|-------------------------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |

Signature & Seal of the Tenderer

SCHEDULE 5

DETAILS OF WORKS COMPLETED IN PAST

Tenderer should provide necessary information about Works completed during last 05 years for which certificate issued by the Client shall be submitted. The information in this regard should be submitted in below mentioned format and separate sheets can be used to furnish necessary details.

In support of submitted information, it is very essential to submit copies of orders executed in past along with Final certificate, release note, completion certificate and client details for verification and confirmation.

| No | Name of the Client | Order number or Reference number & Date | Order value | Date of Completion as per the Order | Actual date of Completion |
|----|--------------------|---|-------------|-------------------------------------|---------------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

Signature & Seal of the Tenderer

SCHEDULE 6

EXPERIENCE IN SIMILAR WORKS

Reference: -1

The information about experience in similar Works should be submitted in below mentioned format and separate sheets must be used for each reference.

You are advised to furnish details about similar works as stipulated in the Tender. In support of submitted information, it is very essential to submit copies of order/s executed along with satisfactory performance certificate issued by Client/s.

SCHEDULE 6

EXPERIENCE IN SIMILAR WORKS

Reference: -1 (if any)

| | | |
|------------|--|--|
| 1. | Client's Name: | |
| 2. | Contract / Order number and Date | |
| | Name of the Contract: | |
| 4. | Client's Address in full: | |
| 5. | Name of Client's Contact person: | |
| 6. | Client's Telephone Number/s | |
| 7. | Client's fax number | |
| 8. | Contract / Order value | |
| 9. | Completion period as per Contract / Order | |
| 10. | Date of Actual completion of Contract / Order | |
| 11. | Brief details of Contract/Order | |

Signature & Seal of the Tenderer

EXPERIENCE IN SIMILAR WORKS

Reference: -2 (if any)

| | | |
|------------|--|--|
| 3. | Client's Name: | |
| 4. | Contract / Order number and Date | |
| | Name of the Contract: | |
| 12. | Client's Address in full: | |
| 13. | Name of Client's Contact person: | |
| 14. | Client's Telephone Number/s | |
| 15. | Client's fax number | |
| 16. | Contract / Order value | |
| 17. | Completion period as per Contract / Order | |
| 18. | Date of Actual completion of Contract / Order | |
| 19. | Brief details of Contract/Order | |

Signature & Seal of the Tenderer

SCHEDULE - 7

Non-Disclosure Agreement

(To be executed on non-judicial Stamp of Rs. 100/-)

THIS AGREEMENT is made this day of __, 201__

Between

Board of Directors, India Ports Global Limited, a company incorporated under companies Act 2013 (hereinafter called the 'Board')which expression shall, unless excluded by, or repugnant to the context, be deemed to include the **Board of Directors, India Ports Global Limited** and its successors and assigns) of the ONE PART AND.

M/s, a Company incorporated in India under the Indian Companies

Act, 1956 and having its office at.....

..... and registered with the Income Tax having Pan No

(hereinafter" referred to as "Vendor" which expression shall include its successors and assigns) of the other part;

(3)After evaluation of the proposals/ offers received, the Board has engaged **M/s**

.....
.... As the Agency for carrying out
.....(Work Title), subject to signing of the
Confidentiality
Agreement between the Board and the Vendor and conveyed to the vendor by its
.....(Work Order signatory) vide Work
Order No _____ dtd. __/__/201_ which was

duly accepted by the vendor vide its letter dated __/__/201_.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Vendor covenants with the Board as follows:

1. All business, financial, operational and other information and data, of whatever kind and in whatever form, relating to the Board, which is disclosed or made known or comes to the knowledge of the Vendor (including but not limited to its representatives, professional advisors, employees and agents) by the Board or on the Board's behalf (including but not limited to its representatives, advisors, employees and agents) (collectively referred to as "Confidential Information") will be held in complete confidence and will not be used for any purpose other than directly in connection with the scope of services described in the tender.
2. The Vendor will not, without the prior written consent of the Board or its authorized person/s, disclose or otherwise make available whole or any part of the Confidential Information to any third party except in accordance with the terms of this Agreement. The Vendor will be entitled to copy and circulate the Confidential Information to its only such directors, officers and employees and to such of its professional advisors who are directly concerned with fulfilment of the scope of services as per the terms and conditions of the tender and to whom knowledge of such information is necessary for such purpose. All persons to whom any Confidential Information is disclosed shall treat the same as confidential and use the same solely for due discharge of its obligations under the Scope of Services stated in the tender. The Vendor will be responsible for procuring their compliance with the terms of this Agreement as if they were subject to the same obligations to the Company as the Vendor is subject to hereunder.

3. The restrictions, obligations and liabilities contained in this Agreement shall not apply to any information which:
 - a) was already in the public domain at the time of its disclosure to the Vendor by the Board; or subsequently becomes part of the public domain through no breach by the Vendor of its obligation under the Agreement.
 - b) is generally available to or accessible by, the public or, after such disclosure, becomes generally available to, or accessible by the public, other than by reason of a breach of any undertaking by the Vendor contained in this Agreement; or
 - c) is required to be disclosed by the Vendor by applicable law or regulation or judicial authority, provided that the Vendor agrees, to notify, the Board in writing, duly signed by an authorized signatory, as soon as possible, upon becoming aware of any such requirement and confirming the necessity of the disclosure prior to such disclosure;

4. The Vendor shall promptly notify the Board in writing if any confidential information is required to be disclosed by law or other regulation and will co-operate with the Board regarding the timing and content of such disclosure or any action which the Board may elect to take to challenge the validity of such requirement unless such cooperation exposes the Vendor to claims, losses, damages or other liability for which the Vendor does not receive indemnification from the Board, and the Vendor undertake that any such disclosure shall be the minimum required by the relevant law or regulation in order for the Vendor to comply with its obligations there under.

5. The Vendor will not make, or permit its officers, directors, employees and professional advisors to make or procure or solicit or assist any other persons to make, any announcement or disclosure of the Confidential Information without the Board's prior written consent.

6. The Vendor and the Board shall individually keep a record of the Confidential Information provided by the Board to it in writing ("Confidential Information"). The Vendor shall, forthwith upon receipt of a written request from the Company or completion of the assignment as per the tender or if the Vendor ceases to act as the Agency for(Work Title) of the Board.

- (a) Return to the Board any Confidential Information in the Vendor's possession or control of, or in the possession or control of, any of its employees, agents or professional advisors, together with all copies thereof, and
 - (b) Expunge all Confidential Information from any computer, word processor or similar device into which it has been programmed by the Vendor or its professional advisors on its behalf.
 - (c) Not make use of the information, contained in the confidential information for any of its business operations. The Vendor acknowledges that neither the return of any Confidential Information nor the expunging of any Confidential Information from its records shall release it from its obligations under this Agreement.
 - (d) Notwithstanding the above provisions, nothing shall prevent the TPIA retaining any such confidential information which form part of the TPIA's records of having completed the work or is required by law to retain. In such event, the confidentiality provisions shall continue to apply to the TPIA over such confidential information.
7. The obligations contained in this Agreement are continuing and, in particular, shall survive the completion of the project.
8. The Vendor agrees and acknowledges that the Board may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy and that injunctive relief is an appropriate remedy to protect the rights of a party with respect to its Confidential Information. The Vendor shall be responsible for the breach of any of its covenants and obligations in this Agreement and will indemnify the Board from and against any claims, costs, expenses, losses or damages (including reasonable attorneys' fees) that are actually incurred by the Board and that are directly and solely attributable to the breach by the Vendor of its covenants and obligations in this Agreement. The Vendor further confirms that it is acting in this matter as principal and not as agent for any other person.
9. The rights, powers and remedies provided in this Agreement shall be in addition to, and not in substitution for, any other rights, powers and remedies provided by law. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder. The terms of this Agreement and the Vendor's obligations hereunder may only be amended or modified by written agreement between the Vendor and the Board. This Agreement shall be governed by

and construed in accordance with Indian law. The parties hereby agree to submit to the jurisdiction of the courts of Mumbai.

10. If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.
11. This Agreement shall be freely assigned by the Board, with prior written notice to the Vendor, to any person or persons who are substituted in all in the interests or rights or obligations of the Board for the development of the Project.
12. All questions, disputes and differences arising under or in relation to this Agreement shall be referred to (Work Order signatory) of The Board for consideration. The decision of (Work Order signatory) shall be final, conclusive and binding on all the parties to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written

Constituted Attorney / Authorised
Signatory For M/s
..... **In**
presence of _____

Managing Director, on behalf
of the Board of Trustees of the
IPGL In presence
of _____

Format of PRICE SCHEDULE I (To be submitted in separate sealed envelope Envelope-II, duly super scribed).

(Tender No: IPGL / MHC – TPIA / 04 / 2019)

Price for Carrying out the work of Third Party Inspection of the contract “Design, Manufacture, Supply, Installation, Testing, Commissioning and Guaranteeing the Performance” of Four (04) nos, 100 ton capacity Mobile Harbour Cranes (MHCs) for IPGL, Mumbai” awarded by IPGL to M/s. ITALGRU.

**A LUMP-SUM COST FOR PROVIDING FOLLWING SERVICES IN INDIAN RUPEES: Rs.-----
(Indian Rupees ----- only)**

The total cost quoted shall include:

- A1 Price for approval of design of MHC – Structure, Hoist, Boom, Gantry drives,(Mechanical , Electrical, Hydraulics)

- A2 Total Cost for deployment of required Quality Inspectors / engineers /surveyors (to be assessed by TPIA on its own) at the works of **M/s. ITALGRU** on Residential basis for carrying out inspection during manufacturing, testing at Italy and commissioning of Four (04)Nos. MHCs at IPGL site, Iran during testing and commissioning for commercial operation as per scope specified in the tender.

- Note: 1. The rate quoted shall be in **Indian Rupees only** and inclusive of lodging, boarding, transportation and other incidental expenses, logistics requirement /support required in India/Iran and Italy for the quality engineers / inspectors / surveyors deployed by the TPIA for the subject work on Residential basis. TPIA shall arrange the required man power during the execution of the contract.
2. Evaluation of offers will be made excluding goods and service tax component, which will be paid by IPGL.
 3. In Case there was delay from the contractual completion date on the part of the crane manufacturer, then IPGL will make proportionate payment to the TPIA.
 4. Payment of Goods and Service Tax: GST at the applicable rates on the service components shall be paid by IPGL, hence should not be included in the lump sum price quoted for the entire work.

Name, Designation and Signature of Tenderer with Company seal & date.

Name and Signature of witness

CHECK LIST

(Tender No: IPGL / MHC – TPIA / 04 / 2019)

SCHEDULE FOR CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID. All the pages of the document submitted under this tender shall be properly and neatly numbered in serial and same shall be reflected in the summary to be submitted as check list to the offer in the following manner for easy identification of the documents during evaluation.

| Sl. No. | DETAILS OF DOCUMENTS TO BE SUBMITTED |
|-----------|--|
| 1. | A covering letter along with check list giving details of the documents being submitted with tender confirming validity of EMD and price bid for 90 days |
| 2. | Earnest Money Deposit as per tender condition. |
| 3. | Copy of Tender Document as downloaded from the web-site with each page of it duly signed by the authorised person and stamped with company's seal in token of having been read and accepted the tender conditions along with Letter of application cum Tender form duly signed by the person / persons who is/are competent to sign. |
| 4. | Price Schedule duly filled in separate sealed envelope-Envelope-II super scribing clearly on it "price-bid". |
| 5 | One Copy (clearly marked duplicate) of the offer shall be submitted along with the original offer |

| | |
|-----|---|
| | |
| 6 | The Tenderer while submitting their offer for this Tender, shall also confirm in writing along with all relevant documents supporting to fact that they are meeting MEC as Specified in this tender document. |
| 7. | Documentary evidence related to business registration/commencement as per clause 2.16.3 |
| 8. | List of orders executed during the last five years Copies of work orders with completion certificate / inspection report / release notes issued may be submitted as proof of compliance. |
| 9. | Particulars of the Tenderers as specified in the Schedule 1 of this tender document. |
| 10. | Reports on financial standing Schedule 2 of the Tenderer including annual turnover, Profit and loss statements, balance sheet, and, auditor's report for the last three years, |
| 11. | Details of organisation showing hierarchy and key personnel as per Schedule 3 of this tender document |
| 12. | Details of current commitments and details of work completed in pastperiod etc. as per Schedule 4 & 5 of this tender document |

| | |
|------------|---|
| 13. | Experience in having executed similar Works and other related details as per Schedule 6 of this tender document. |
| 14. | Information regarding any current litigation. |
| 15. | Undertaking to ensure integrity |
| 16. | Non-Disclosure Agreement Schedule-7 -duly filled in |
| 17. | Any other details, which shall establish the technical competency and any deviation from technical specification |
