

**ADDENDUM**



**KOLKATA PORT TRUST**  
**HALDIA DOCK COMPLEX**

**Tender No.: SDM(P&E) T/25/2017-2018**

**[e-Tender No.: KoPT/Haldia Dock Complex/P&E Div/18/17-18/ET/560]**

☀ **ADDENDUM - I** ☀

**[CORRECTIONS/ADDITIONS/DELETIONS, ETC.]**

**[Total number of pages: This cover page and pages 1 to 43]**

**NOTE:**

- 1) This “**Addendum - I**” should be read in conjunction with the **bidding documents** (including **Tender Notice**).
- 2) Consequential changes, arising out of this “**Addendum - I**”, will be deemed to have been effected, even if the same were not incorporated specifically in the bidding documents.
- 3) All other terms and conditions of the **bidding documents** (including **Tender Notice**) will remain unchanged.
- 4) One (1) set of this “**Addendum - I**”, along with 1 (one) set of **bidding documents** (in full), shall have to be submitted [uploaded] along with the Pre-qualification & Techno-commercial Bid, **duly signed and stamped on each and every page**, as token of acceptance .

**SHORT E-TENDER NOTICE [Section - I]**

Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
1.	1	3 <sup>rd</sup> paragraph [in full]	---	Closing date & time of online submission of e-tender: <b>15<sup>th</sup> March, 2018, up to 1700 Hrs.</b>	<b>To be read as:</b> Closing date & time of online submission of e-tender: <b>18<sup>th</sup> April, 2018, up to 1700 Hrs. (IST)</b>

**TENDER NOTICE [Section - II]**

Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
2.	2	1.1.1 [in full]	---	<b>Experience:</b> The bidder must be in the business of designing, manufacturing, supplying and commissioning of Rail Mounted Quay Crane (RMQC)/Rail Mounted Gantry Crane (RMGC)/Rubber Tyred Yard Gantry Crane (RTYGC)/Grab Unloader Crane (GUC)/Electrical Level Luffing Crane (ELLC)/Rubber Tyred Mobile Harbour Crane (MHC), at least for the last 7 (seven) years ending on 31.12.2017.	<b>To be read as:</b> <b>Experience:</b> The bidder must be in the business of designing, manufacturing, supplying and commissioning of Rail Mounted Quay Crane (RMQC)/Rail Mounted Gantry Crane (RMGC)/Rubber Tyred Yard Gantry Crane (RTYGC)/Grab Unloader Crane (GUC)/Electrical Level Luffing Crane (ELLC)/Rubber Tyred Mobile Harbour Crane (MHC), at least for the last 7 (seven) years ending on 31.12.2017 [i.e., date of order letter for any of the specified equipment should be on or before 01.01.2011].



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
3.	6	1.5 (1 <sup>st</sup> paragraph) [in full]	---	In case of shortfall in required documents (as per <b>Clause Nos. 1.2 &amp; 1.4</b> ), the bidders would be allowed to submit further documents/clarifications within a period of <b>maximum 15 (fifteen) days</b> , from the date of communication by KoPT, in this respect, to the bidders. In case any bidder fails to submit required further documents/clarifications within the above stipulated time, the tender would be processed in absence of further documents/clarifications, which may result in disqualification of the corresponding bidder for the tender.	<b><u>To be read as:</u></b> The bidders are required to submit bid as per the checklist provided in these bidding documents. Bid will be considered rejected if any of the essential documents is not submitted by the bidder. Essential documents means papers related to “MEC” ( <b>Clause No. 1.1</b> ) and “Other Pre-qualification Criteria” ( <b>Clause No. 1.3</b> ), Company registration, Bid Document Fee (Cost of bidding documents), Earnest Money, Power of Attorney and all other documents mentioned in the checklist.

**Schedule of Tender (SoT) [Section - III]**

Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
4.	11 - 13	2.10 iii) [in full]	---	<b>Earnest Money Deposit</b> [Full Clause]	<b><u>To be deleted and read as:</u></b> <b>Earnest Money Deposit ::</b> <b><u>For Indian bidders:</u></b> The intending bidders must deposit <b>Rs. 56,50,000/- (Indian Rupees: Fifty-six Lakh Fifty Thousand)</b> only, as <b>Earnest Money</b> , to Haldia Dock Complex, along with their offer.



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
					<p>In case the said <b>Earnest Money</b> is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p> <p><b><u>For foreign bidders:</u></b></p> <p>The intending bidders must deposit <b>US\$ 90,000 (Ninety Thousand US Dollars)</b> only <b>OR</b> <b>€ 82,000 (Eighty-two Thousand Euros)</b> only, as <b>Earnest Money</b>, to Haldia Dock Complex, along with their offer. In case the said <b>Earnest Money</b> is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p> <p><b><u>Mode of submission of Earnest Money (for Indian as well as foreign bidders):</u></b></p> <p>Earnest Money Deposit (EMD) shall have to be submitted in the form of an irrevocable and unconditional <b>Bank Guarantee</b> [as per the form (<b>Bidding Form - "XIII"</b>) added in <b>Section-VII</b> vide <b>Addendum - "I"</b>], from any Kolkata/Haldia Branch of a Nationalized/Scheduled Bank of India. In case of foreign Bank Guarantee, it shall be routed through any Branch of corresponding Nationalized/Scheduled Bank in India and such corresponding Bank shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. In case the Bank Guarantee is submitted from/routed through a foreign branch of a Nationalized/Scheduled Bank of India, the Bank</p>



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
					<p>Guarantee submitted not on Non-judicial Stamp Paper may also be acceptable.</p> <p>Earnest Money Bank Guarantee (EMBG) submitted by Indian and foreign bidders shall be denominated in the respective currency(ies) mentioned in the instant clause and for the respective amounts.</p> <p>The EMBG should be kept valid and enforceable till a date, covering <b>at least 3 (three) months</b> beyond the date of expiry of the validity period of the bid.</p> <p>In case a bidder agrees to any extension of the bid validity period, asked by KoPT, the validity of the corresponding EMBG shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended bid validity period.</p> <p>Scanned copy of such EMBG must be submitted (uploaded) by the bidders, along with the Pre-qualification &amp; Techno-commercial Bid.</p> <p>The <b>original Bank Guarantee</b> (including confirmation from corresponding Nationalized/Scheduled Bank in India, in case of Foreign Bank Guarantee) <b>should be sent by the issuing Branch of the Bank, directly to the Employer</b>, at the following address:</p> <p style="padding-left: 40px;">Senior Deputy Manager (Finance), Haldia Dock Complex (HDC), Jawahar Tower Complex, P.O: HaldiaTownship, Dist.: Purba Medinipur, PIN - 721 607, West Bengal, India.</p>



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
					<p>The original Bank Guarantee (including confirmation from corresponding Nationalized/ Scheduled Bank in India, in case of Foreign Bank Guarantee) should reach the above address before the closing date and time of submission of bid.</p> <p>Details of Earnest Money remitted must be entered by the participating bidder in the space provided in the e-Tender, as indicated hereunder:</p> <p>a) Name of the bidder:  b) E-Tender No.: KoPT/Haldia Dock Complex/P&amp;E Div/18/17-18/ET/560  c) Amount of EMBG:  d) EMBG Bank details:  e) Bank Guarantee No.:  f) Date of EMBG:</p>
5.	14	2.11 i) [in full]	---	Last date and time for deposition of Earnest Money and Bid Document Fee to the designated bank account of Kolkata Port Trust, Haldia Dock Complex :: 15.03.2018, up to 1700 Hrs. (IST).	<p><u>To be read as:</u></p> <p>Last date and time for deposition of Bid Document Fee to the designated bank account of Kolkata Port Trust, Haldia Dock Complex :: 18.04.2018, up to 1700 Hrs. (IST).</p>
6.	14	2.12 i) [in full]	---	Starting date & time of e-Tender for submission of online Pre-qualification & Techno-commercial Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/kopt">http://www.mstcecommerce.com/eprochome/kopt</a> :: 05.03.2018 from 1100 Hrs. (IST).	<p><u>To be read as:</u></p> <p>Starting date &amp; time of e-Tender for submission of online Pre-qualification &amp; Techno-commercial Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/kopt">http://www.mstcecommerce.com/eprochome/kopt</a> :: 01.04.2018 from 1100 Hrs. (IST).</p>



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
7.	14	2.12 ii) [in full]	---	Closing date & time of e-Tender for submission of online Pre-qualification & Techno-commercial Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/kopt">http://www.mstcecommerce.com/eprochome/kopt</a> :: 15.03.2018 up to 1700 Hrs. (IST).	<u>To be read as:</u> Closing date & time of e-Tender for submission of online Pre-qualification & Techno-commercial Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/kopt">http://www.mstcecommerce.com/eprochome/kopt</a> :: 18.04.2018 up to 1700 Hrs. (IST).
8.	14	2.12 iii) [in full]	---	Date & time of opening of Part-I (i.e. Pre-qualification & Techno-commercial Bid) :: 16.03.2018, 1500 Hrs. (IST) onwards.	<u>To be read as:</u> Date & time of opening of Part-I (i.e. Pre-qualification & Techno-commercial Bid) :: 19.04.2018, 1500 Hrs. (IST) onwards.

**Important instructions for online bid submission and e-Procurement (ITB) [Section - IV]**

Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
9.	20	3.2.8 [Heading]	---	Procedure of payment of Earnest Money and Bid Document Fee through Axis Bank Gateway (for Indian bidders only):	<u>To be read as:</u> Procedure of payment of Bid Document Fee through Axis Bank Gateway (for Indian bidders only):



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
10.	21	3.2.8.5 [in full]	---	In case of selection of Earnest Money (EM), the bidder will be required to select the option of With or Without Bank Guarantee. In case of the instant tender, where there is no option to pay the EM through Bank Guarantee (BG), the bidders should select the option 'Without'	<u>DELETED.</u>
11.	22	3.2.8.10 [in full]	---	For payment of Bid Document Fee, identical process is to be followed.	<u>To be read as:</u> For payment of Bid Document Fee, the above process is to be followed.
12.	22	3.2.8.12 [in full]	---	The bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidders should contact their Bank to enquire about the status of RTGS/NEFT request.	<u>To be read as:</u> The bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidders should contact their Bank to enquire about the status of RTGS/NEFT request.



**Instructions To Bidders (ITB) [Section - V]**

Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
13.	39	4.13.2 [in full]	---	Bid price shall be inclusive of all charges for design, manufacture, transportation (including Transit/ Marine Insurance), handling, supply and delivery of the RMQC [including spare Spreader as per the Price Schedule] at site, receipt and storage of all materials and equipments at site, installation, trials, testing and commissioning on completion, Insurance at site, Training of HDC personnel, supply of O&M Manuals and Training Manuals as per contract conditions, warranty/guarantee support as per contractual conditions and all other incidental charges for the execution of the contract.	<b><u>To be read as:</u></b> Bid price shall be inclusive of all charges for design, manufacture, transportation (including Transit/ Marine Insurance), handling, supply and delivery of the RMQC [including spare Spreader as per the Price Schedule] at site, receipt and storage of all materials and equipments at site, installation, trials, testing and commissioning on completion, Insurance at site, Training of HDC personnel, supply of O&M Manuals and Training Manuals as per contract conditions, warranty/guarantee support as per contractual conditions and all other incidental charges for the execution of the contract. <b>Insurance cover for the RMQC and the spare Spreader should be of value not less than 110% of the total contract value and such Insurance Policy shall be valid up to taking over of the RMQC by KoPT (as per GCC Clause No. 6.68).</b>
14.	39	4.13.2 [in full]	---	The rates submitted by the bidder, shall be unit rate and must include all payments on account of taxes, levies, duties, royalties, etc., payable to the State of West Bengal or Government of India or any other authority or Body Corporate and all other incidental charges that the bidder may have to bear for the execution of the works.	<b><u>To be read as:</u></b> (i) The rates submitted by the Indian bidders shall be unit rate and must include all payments on account of taxes, levies and duties payable to the Government of India or any other Authority or any Corporate Body and all other incidental charges that the bidder may have to bear for the execution of works.



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
				Regarding <b>Goods &amp; Services Tax (GST)</b> , price quoted should be exclusive of <b>GST</b> . Regarding Customs Duty, the foreign bidders shall quote exclusive of Customs Duty. For Indian bidders, the quoted price should be inclusive of all taxes, duties and other levies. Further details in this regard should be as per <b>GCC Clause No. 6.73.4</b> .	Regarding <b>Goods &amp; Services Tax (GST)</b> , prices quoted should be exclusive of <b>GST</b> . Regarding consideration of <b>Customs Duty</b> , etc., with respect to prices to be quoted, <b>GCC Clause No. 6.73.4</b> should be referred to. (ii) The rates submitted by the foreign bidders shall be exclusive of Customs duty. However, for further details in this regard, <b>GCC Clause No. 6.73.4</b> should be referred to.
15.	41	4.15.1	2	Bids shall remain valid for a period of <b>180 days</b> after the bid submission deadline date (considering .....	<b>To be read as:</b> Bids shall remain valid for a period of <b>180 days</b> from the bid submission deadline date (considering .....
16.	41	4.16.2 [in full]	---	Failing to deposit the Earnest Money, in accordance with <b>ITB Clause No. 4.16.1</b> , shall be rejected by the Employer (KoPT), treating the same as non-responsive.	<b>To be read as:</b> Failing to deposit the Earnest Money, in accordance with <b>ITB Clause No. 4.16.1</b> , shall make the bid liable for rejection by the Employer (KoPT), treating the same as non-responsive.
17.	45	4.25.1 (1 <sup>st</sup> paragraph) [in full]	---	To assist in examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for a clarification of their bid. The Employer (KoPT) may also ask any bidder to withdraw any terms/conditions mentioned by them in their offer, which are not in conformity with the terms & conditions specified in the bidding documents. The bidders would be allowed to submit such	<b>To be read as:</b> To assist in examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for a clarification of their bid. The Employer (KoPT) may also ask any bidder to withdraw any terms/conditions mentioned by them in their offer, which are not in conformity with the terms & conditions specified in the bidding documents. In case



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
				clarifications/withdrawal, within a period of <b>maximum 15 (fifteen) days</b> , from the date of communication by KoPT, in this respect, to the bidders. In case any bidder fails to submit required clarification within the above stipulated time, the tender would be processed in absence of the clarifications, which may result in disqualification of the corresponding bidder for the instant tender. Any clarification submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for clarification and the response shall be in writing.	any bidder fails to submit required clarification within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the clarifications, which may result in disqualification of the corresponding bidder for the instant tender. Any clarification submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for clarification and the response shall be in writing.
18.	47	4.28.1 (1 <sup>st</sup> paragraph) [in full]	---	During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for submitting further documents [in case of shortfall in required documents (relating to capacity or otherwise)]. In such cases, the bidders would be allowed to submit further documents within a period of <b>maximum 15 (fifteen) days</b> from the date of communication by KoPT, in this respect, to the bidders. In case any bidder fails to submit required documents within the above stipulated time, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender.	<b><u>To be read as:</u></b> During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for submitting any document(s) [in case of shortfall in required documents (relating to capacity or otherwise)]. In case any bidder fails to submit required documents within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender.



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
19.	47	4.29.1 [in full]	---	At first, the contents of the documents, submitted in support of the Pre-qualification Criteria [including the further documents/clarifications received in accordance with ITB Clause Nos. 4.25.1 & 4.28.1] will be scrutinized and evaluated.	<b><u>To be read as:</u></b> At first, the contents of the documents, submitted in support of the Pre-qualification Criteria [including the documents/clarifications received in accordance with ITB Clause Nos. 4.25.1 & 4.28.1] will be scrutinized and evaluated.
20.	47	4.29.2 [in full]	---	KoPT may seek any other detail(s)/document(s), in subsequent course, to ascertain and get confirmed about the competence of the bidder. The bidders would be allowed to submit such detail(s), within a period of <b>maximum 15 (fifteen) days</b> , from the date of communication by KoPT, in this respect, to the bidders. In case any bidder fails to submit required detail(s) within the above stipulated time, the tender would be processed in absence of the detail(s), which may result in disqualification of the corresponding bidder for the tender. <b>While evaluating Pre-qualification Criteria, regard would be paid to National Defence and Security considerations of the Indian Government.</b>	<b><u>To be read as:</u></b> KoPT may, at their discretion, seek any other detail(s)/document(s), in subsequent course, to ascertain and get confirmed about the competence of the bidder. In case any bidder fails to submit required detail(s)/document(s) within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender. <b>While evaluating Pre-qualification Criteria, regard would be paid to National Defence and Security considerations of the Indian Government.</b>



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
21.	48	4.32.1 [in full]	---	<p><u>Evaluation with respect to priced Price Schedule:</u></p> <p><b><u>For Indian bidders:</u></b></p> <p>The total price quoted against Sl. Nos. 1, 2 &amp; 3 of the Price Schedule, in Indian Rupees, including all taxes, duties and other levies, etc. [except Goods &amp; Services Tax (GST)], shall be considered for evaluation. No Customs Duty and GST will be added with the quoted price at the time of evaluation.</p> <p><b><u>For foreign bidders:</u></b></p> <p>The total price quoted in US Dollar or Euro, against all items (as applicable) of the Price Schedule, will be converted into Indian Rupees (as per procedure detailed in ITB Clause No. 4.14). This converted price, in Indian Rupees, will be added to the price quoted in Indian Rupees, if any, against Sl. No. 2 of the Price Schedule and the Total Price (in Indian Rupees) thus arrived, shall be considered for evaluation. No Customs Duty and GST will be added with the quoted price at the time of evaluation.</p> <p>For further details regarding Customs Duty, GCC Clause No. 6.73.4 should be referred to.</p>	<p><b><u>To be read as:</u></b></p> <p><u>Evaluation with respect to priced Price Schedule:</u></p> <p><b><u>For Indian bidders:</u></b></p> <p>The total price quoted against Sl. Nos. 1, 2 &amp; 3 of the Price Schedule, in Indian Rupees, including all taxes, duties and other levies, etc. [except Goods &amp; Services Tax (GST)], shall be considered for evaluation. No Customs Duty and GST will be added with the quoted price at the time of evaluation.</p> <p>For further details regarding Customs Duty, GCC Clause No. 6.73.4 should be referred to.</p> <p><b><u>For foreign bidders:</u></b></p> <p>The total price quoted in US Dollar or Euro, against all items (as applicable) of the Price Schedule, will be converted into Indian Rupees (as per procedure detailed in ITB Clause No. 4.14). This converted price, in Indian Rupees, will be added to the price quoted in Indian Rupees, if any, against Sl. No. 2 of the Price Schedule and the Total Price (in Indian Rupees) thus arrived [i.e., against Sl. Nos. 1, 2 &amp; 3 of the Price Schedule], shall be considered for evaluation. No Customs Duty and GST will be added with the quoted price at the time of evaluation.</p> <p>For further details regarding Customs Duty, GCC Clause No. 6.73.4 should be referred to.</p>

**PRICE SCHEDULE FORM (UNPRICED) [Section - VI]**

Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
22.	54 & 55	G) of Preamble [in full]	---	<p>Price quoted in US Dollar or Euro by the foreign bidder against Sl. Nos. 1 &amp; 3 should be exclusive of Customs Duty. Price quoted in Indian Rupees, by the Indian bidder, against Sl. Nos. 1 &amp; 3 should be inclusive of all taxes, duties &amp; other levies [except Goods &amp; Services Tax (GST)], as applicable, including Customs Duty, if any, and no additional amount will be paid in this regard. No Customs Duty will be added to the <b>quoted price</b>, for evaluation.</p> <p>Price quoted against Sl. No. 2 should be exclusive of Goods &amp; Services Tax (GST). For foreign bidder, Goods &amp; Services Tax (GST) will be paid by HDC, KoPT directly to the concerned authority. For Indian bidder, amount of Goods &amp; Services Tax (GST) will be reimbursed by HDC, KoPT on production suitable document(s) by the Contractor.</p>	<p><b><u>To be read as:</u></b></p> <p>Prices quoted against <b>Sl. Nos. 1 &amp; 3</b> should be in accordance with <b>ITB Clause No. 4.13</b>, read in conjunction with <b>GCC Clause No. 6.73.4</b>, considering <b>Addendum - "I"</b>.</p> <p>Price quoted against <b>Sl. No. 2</b> should be exclusive of Goods &amp; Services Tax (GST). For foreign bidder, IGST, if applicable, will be paid by HDC, KoPT directly to the concerned authority. For Indian bidder, the amount of GST will be borne by HDC, KoPT on production of suitable document(s) by the Contractor.</p>
23.	56 & 57	PRICE SCHEDULE [in full]	---	<b>PRICE SCHEDULE</b> [in full]	<b><u>To be read as follows:</u></b>

**PRICE SCHEDULE****Tender No.: SDM(P&E) T/25/2017-2018***for*

Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

Sl. No.	Item Particulars	Quantity	Unit Rate			Amount for full quantity		
			Rupees	US Dollars	Euro	Rupees	US Dollars	Euro
1.	Design, Manufacture, Supply & Transportation of RMQC [as per Schedule Of Requirements (SOR)] on CIF basis including unloading to HDC's site.	1 (one) no.	Rs. [in figures]: .....	\$ [in figures]: ..... (CIF)	€ [in figures]: ..... (CIF)	Rs. [in figures]: .....	\$ [in figures]: ..... (CIF)	€ [in figures]: ..... (CIF)
2.	Installation, Testing and Commissioning of RMQC [as per Schedule Of Requirements (SOR)].	1 (one) no.	Rs. [in figures]: .....	\$ [in figures]: .....	€ [in figures]: .....	Rs. [in figures]: .....	\$ [in figures]: .....	€ [in figures]: .....



Sl. No.	Item Particulars	Quantity	Unit Rate			Amount for full quantity		
			Rupees	US Dollars	Euro	Rupees	US Dollars	Euro
3.	Supply and Transportation of 1 (one) no. Spare Spreader Unit (complete with all components) of RMQC [as per Schedule Of Requirements (SOR)] on CIF basis including unloading to HDC's site.	1 (one) no.	Rs. [in figures]: .....	\$ [in figures]: ..... (CIF)	€ [in figures]: ..... (CIF)	Rs. [in figures]: .....	\$ [in figures]: ..... (CIF)	€ [in figures]: ..... (CIF)
Total [ 1 + 2 + 3 ]						Rs. [in figures]: .....	\$ [in figures]: .....	€ [in figures]: .....

Name & signature of the witness:

Signature of the bidder  
(with name, designation, date and office seal)



**BIDDING FORMS [Section - VII]**

Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
24.	59 & 60	---	---	FORM OF TENDER (BIDDING FORM - I)	<u>To be read as follows:</u>

**FORM OF TENDER****[To be submitted on bidder's letterhead]****Name of work:**

Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

Tender No.: **SDM(P&E) T/25/2017-2018**

To,  
Senior Deputy Manager (P&E),  
Haldia Dock Complex,  
Operational Administrative Building (1<sup>st</sup>Floor),  
Chiranjibpur, P.O: Haldia,  
Dist.: Purba Medinipur,  
PIN: 721 604, West Bengal, India.



I/We ..... (name of the bidder) ..... of ..... (address of the bidder) ..... having examined the site of work, inspected the drawings and read the bidding documents [including all Addenda/Corrigenda, issued i.e. .... {insert Addendum/Corrigendum No(s)}], hereby bid and undertake to execute & complete all the work related to “Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India”, required to be performed in accordance with the Schedule of Requirements (SOR), General Conditions of Contract (GCC), Particular Conditions of Contract (PCC), Price Schedule, etc., at the rates & prices set out in the priced Price Schedule [submitted in Price Bid (Part-II)], during the actual duration of the contract, in the event of our bid being accepted.

I/We also undertake to enter into a **Contract Agreement** in the form hereto annexed [Section-XII, “Contract Form - I”] with such alterations or additions thereto, which may be necessary to give effect to the acceptance of the bid and incorporating such **Schedule of Requirements (SOR)**, **General Conditions of Contract (GCC)**, **Particular Conditions of Contract (PCC)**, **Price Schedule**, etc. and I/we hereby agree that until such **Contract Agreement** is executed, the said **Schedule of Requirements (SOR)**, **General Conditions of Contract (GCC)**, **Particular Conditions of Contract (PCC)**, **Price Schedule**, etc. and the bid, together with the acceptance thereof in writing, by or on behalf of the Employer, shall be the contract.

I/We require ..... days preliminary time to arrange and procure the materials, tools & tackles, etc. required by the work, from the date of acceptance of bid, before I/we could commence the work.

I/We have remitted/furnished an amount of ....., vide **URN No./Transaction Reference No./Bank Guarantee No.** ....., with remittance/Bank Guarantee Bank details ..... and date of remittance/Bank Guarantee ....., as Earnest Money Deposit.

I/We agree that the period for which the bid shall remain open for acceptance, shall not be less than ..... days, from the last date of submission of bid.

WITNESS:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(In Block Letters)

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

(Signature of authorised person of the bidder)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

(Office Seal)



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
25.	---	---	---	---	To add the following <u>BIDDING FORM - "XIII"</u> , at the end of Section - VII:



## PART - 2 :: BIDDING PROCEDURES

Tender No. SDM(P&amp;E) T/25/2017-2018

## Section - VII : BIDDING FORM - "XIII"

**BANK GUARANTEE FOR EARNEST MONEY**

[To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00]

Tender No. SDM(P&amp;E) T/25/2017-2018

**Name of work:**

Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.

To,  
The Board of Trustees,  
for the Port of Kolkata.

BANK GUARANTEE NO. .... DATE .....

Name of issuing Bank .....

Name of Branch .....

Address .....



## WHEREAS

The Board of Trustees for the Port of Kolkata, a body corporate - duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), (hereinafter referred to as "The Trustees") have invited Tender No. **SDM(P&E) T/25/2017-2018** (hereafter referred to as "The Bid") for the work of "Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of 1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India."

## AND WHEREAS

Shri / Messrs ..... a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at ..... (hereinafter referred to as "The Bidder", which expression shall mean and include their successors and assigns) have submitted their offer against the Bid.

## AND WHEREAS

One of the terms of the Bid being that the Bidder may submit Earnest Money in the form of an irrevocable and unconditional Bank Guarantee as a security against the event of the Bidder withdrawing their offer on any ground whatsoever during the period of validity of the offer and/or the Bidder fails to enter into Contract despite the Trustees select the Bidder as the successful Tenderer against the Bid,

We, ... Branch, Kolkata ...../Haldia, do hereby issue our irrevocable and unconditional Guarantee in favour of The Trustees for a sum of ..... only.

We, ... Branch, Kolkata ...../Haldia, do, on the advice of the Bidder, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of ..... only.

We, .....Branch, Kolkata ...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ..... Branch, Kolkata ...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the Bidder and the Trustees, this would be no ground for us, ..... (Name of Bank), ..... Branch, Kolkata ...../Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, .....Branch, Kolkata...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Bidder.



2. We, ..... Branch, Kolkata ..... /Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, ..... Branch, Kolkata ..... /Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Bidder and no protest by the Bidder, made either directly or indirectly or through Court, can be valid ground for us, ..... Branch, Kolkata ..... /Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.
3. We, ... .. Branch, Kolkata ..... /Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the entire validity period of the Bid including any extension thereof until the Bidder furnishes the requisite Performance Guarantee for the amount specified in the Tender in the prescribed Form in the event of the Bidder becoming the successful Tenderer and that it shall continue to be enforceable in the Trustees' claim have been satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said Bid have been fully and properly observed/fulfilled by the Bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....day of..... ..201.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us, ..... Branch, Kolkata..... /Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the Bidder for such extension of validity of this Bank Guarantee.
4. We, .. .. Branch, Kolkata .. .. /Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Bid or to extend the validity period of the Bid or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the Bidder and to forebear or enforce any of terms and conditions relating to the said Bid and We, .. .. Branch, Kolkata... .. /Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, .... Branch, Kolkata ... .. /Haldia.
5. We,..... Branch, Kolkata... .. /Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.



SIGNATURE .....

NAME .....

DESIGNATION .....

(Duly constituted attorney for and on behalf of)

BANK .....

BRANCH .....

KOLKATA ...../HALDIA

(OFFICIAL SEAL OF THE BANK)

**Note:**

- i) In case of foreign Bank Guarantee, it shall be routed through any Branch of corresponding Nationalized/Scheduled Bank in India and such corresponding Bank shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.
- ii) In case the Bank Guarantee is submitted from/routed through a foreign branch of a Nationalized/Scheduled Bank of India, the Bank Guarantee submitted not on Non-judicial Stamp Paper may also be acceptable.

**Schedule Of Requirements (SOR) [Section - IX]**

Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
26.	94	5.1.1.4	1	The RMQC must be tested (as per Clause No. 1.9) by the Third Party .....	<b><u>To be read as:</u></b> The RMQC must be tested (as per Clause No. 5.9) by the Third Party .....
27.	94	5.1.2 Sl. No. 1 [in full]	---	Crane Travel Distance : 440 m (220 meter on either side)	<b><u>To be read as:</u></b> Crane Travel Distance : 520 m (260 meter on either side)
28.	97	5.2.6.8.B [in full]	---	Centrifugal type Over Speed Detectors for Main Hoist and Boom Hoist.	<b><u>To be read as:</u></b> Position, acceleration/deceleration and speed of Main Hoist, Trolley and Boom Hoist should be monitored through safety certified Absolute Encoder connected to PLC. The PLC will execute the appropriate commands, depending on control requirements.
29.	99	5.2.6.8.X [in full]	---	It will be possible to control all operations from local control at reduced speed.	<b><u>To be read as:</u></b> It will be possible to control all operations from local control at reduced speed. One (1) Pendant Control Station shall be provided for the said purpose, which can be operated, through Radio Frequency, from a suitable safe distance from the RMQC.



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
30.	102	5.3.2.2 [in full]	---	All lubrication fittings, bushings, brackets, support clips, piping, etc., shall be provided for efficient operation of each system. All fittings shall be of Standard to IS 4009. Extra Strong Wrought Steel Pipes shall be used for Main Header Lines and Bundy Tubing for Branch Lines to individual greasing points.	<b><u>To be read as:</u></b> All lubrication fittings, bushings, brackets, support clips, piping, etc., shall be provided for efficient operation of each system. All fittings shall be of Standard to IS 4009. All piping and tanks shall be of Stainless Steel (SS 316).
31.	107	5.3.3.5.A).iii) (last paragraph) [in full]	---	The Twin Twenty Detection indication should not affect anything when the Spreader is in the 20' or 45' position, the Twist Locks are unlocked or the center housing are down. The Twin Twenty Detection indication should not affect lowering of the Spreader or unlocking of the Twist Locks.	<b><u>To be read as:</u></b> The Twin Twenty Detection indication should not affect anything when the Spreader is in the 20' or 45' position or the Twist Locks are unlocked. The Twin Twenty Detection indication should not affect lowering of the Spreader or unlocking of the Twist Locks.
32.	108	5.3.3.5.D).iv) [in full]	---	The Spreader unit shall be able to handle distorted Containers of the minimum following deviations: <ul style="list-style-type: none"><li>- difference on the longitudinal distance of the corner holes of + 20 mm</li><li>- difference on the transversal distance of the corner holes of +5 mm</li><li>- out of level of one corner lock in respect of the plane of the other three - 50 mm.</li></ul>	<b><u>To be read as:</u></b> The Spreader unit shall be able to handle distorted Containers of the minimum following deviations: <ul style="list-style-type: none"><li>- difference on the longitudinal distance of the corner holes of + 8 mm</li><li>- difference on the transversal distance of the corner holes of + 8 mm</li><li>- out of level of one corner lock in respect of the plane of the other three - 15 mm.</li></ul>





Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
33.	109	5.3.3.5.E).ii) [1 <sup>st</sup> paragraph]	1 & 2	Each Corner Flipper shall be operated by an Oil Hydraulic Actuator. Four (4) Corner Guide Rollers shall be provided.	<b><u>To be read as:</u></b> Each Corner Flipper shall be operated by an Oil Hydraulic Actuator.
34.	112	5.3.3.8.B) [in full]	---	On detecting a collision situation between RMQCs or between the RMQC Boom and the Ship, the RMQC shall come to stop through ramp down rather than utilising the emergency stop circuits. Detection range shall be such that it will allow enough time for the RMQC to come to a “gentle” stop.	<b><u>To be read as:</u></b> On detecting a collision situation between RMQCs or between the RMQC Boom and the Ship, the RMQC shall come to stop through ramp down rather than utilising the emergency stop circuits. Detection range shall be such that it will allow enough time for the RMQC to come to a “gentle” stop. An audible alarm, along with red flashing light, need to be installed in the Operator Cabin and would be activated on detecting any collision situation [as detailed in Clause No. 5.3.3.8.A)], up to the time the RMQC comes to a stop.
35.	115	5.3.3.12.i) [in full]	---	An all Steel construction and weather-proof Machinery House shall be provided on the RMQC Girder structure, to house all the equipment for load (Container, etc.) hoisting, Boom hoisting, Trolley traversing, Transformer and related Switchgear, etc. The structure shall be designed to withstand heavy monsoon downpour and calculated wind loading, based on the wind velocities specified in these documents. All walls and roofs shall be made of Galvanized Steel cladding.	<b><u>To be read as:</u></b> An all Steel construction and weather-proof Machinery House shall be provided on the RMQC Girder structure, to house all the equipment for load (Container, etc.) hoisting, Boom hoisting, Transformer and related Switchgear, etc. The structure shall be designed to withstand heavy monsoon downpour and calculated wind loading, based on the wind velocities specified in these documents. All walls and roofs shall be made of Galvanized Steel cladding.



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
36.	115	5.3.3.12.ii) [in full]	---	To facilitate replacement of Ropes, self-contained Motor driven Rope-re-reeving Winch devices [2 (two) nos.] shall be provided in the Machinery House, to ensure rapid and trouble-free re-reeving of Hoist and Cross-traverse Ropes. Drum shall be large enough to store 100% of the working length of the Rope.	<b><u>To be read as:</u></b> To facilitate replacement of Ropes, self-contained Motor driven Rope-re-reeving Winch devices (compact type) [2 (two) nos.] shall be provided, to ensure rapid and trouble-free re-reeving of Hoist and Cross-traverse Ropes (if applicable). Drum shall be large enough to store 100% of the working length of the Rope. Location of the Winch devices would be in the scope of the manufacturer, i.e., as per OEM standard.
37.	117	5.3.3.14 [in full]	---	An Electrically operated Personnel Lift, capable of carrying at least 3 (three) persons with tools, shall be installed along 1 (one) of the landside Portal Legs. The Lift shall have 2 (two) stops, 1 (one) at the Portal Beam level and the other at the Machinery Deck level. The Lift shall be in complete accordance with the relevant IS specification or equivalent International Standard. Details are to be provided by the tenderer in his offer.	<b><u>To be read as:</u></b> An Electrically operated Personnel Lift, capable of carrying at least 3 (three) persons with tools, shall be installed along 1 (one) of the landside Portal Legs. The Lift shall have 2 (two) stops, 1 (one) at the Portal Beam level and the other at the Machinery Deck level. The Lift shall have VVVF Control and shall be in complete accordance with the relevant IS specification or equivalent International Standard. Details are to be provided by the tenderer in his offer.
38.	124	5.5.2.1 [in full]	---	The Contractor should provide Motors for Main Hoist, Boom Hoist, Trolley Traverse and Gantry Travel, all Rectifiers, all Control Systems (Drives), all PLCs (except Spreader PLC), all Automation Modules of the RMQC as well as System Integration of the RMQC from 1 (one) single manufacturer, i.e., either ABB or SIEMENS. No System House of ABB or SIEMENS is acceptable for this purpose.	<b><u>To be read as:</u></b> The Contractor should provide Motors for Main Hoist, Boom Hoist and Trolley Traverse, all Rectifiers, all Control Systems (Drives), all PLCs (except Spreader PLC), all Automation Modules of the RMQC as well as System Integration of the RMQC from 1 (one) single manufacturer, i.e., either ABB or SIEMENS. No System House of ABB or SIEMENS is acceptable for this purpose.



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
39.	124	5.5.2.2 [in full]	---	All Electrical equipment used on the RMQC shall be of current design and will be selected to meet the arduous conditions imposed by all-weather marine environment Container Terminal operation. Mild Steel Conduits, Conduit Fitting, Conduit Junction Boxes and Cable Trays shall be hot-dip galvanized or suitably treated. All Electronic Cards (viz. Drives, PLCs, etc.) should have Conformal Coating.	<b><u>To be read as:</u></b> All Electrical and Electronic equipment [including all Control Systems (Drives), Automation Modules and PLC] used on the RMQC shall be of latest design/model and will be selected to meet the arduous conditions imposed by all-weather marine environment Container Terminal operation. Mild Steel Conduits, Conduit Fitting, Conduit Junction Boxes and Cable Trays shall be hot-dip galvanized or suitably treated. All Electronic Cards (viz. Drives, PLCs, etc.) should have Conformal Coating.
40.	126	5.5.5.1 b) [in full]	---	Adequate Power at 3300 Volts, 3 Phase, 50 HZ, AC, will be arranged by HDC at nearby Junction Box/Load Break Switch. All other arrangement, including Flower (for guiding the Power Cables) will have to be arranged by the Contractor.	<b><u>To be read as:</u></b> Adequate Power at 3300 Volts, 3 Phase, 50 HZ, AC, will be made available by HDC, in the vicinity of the Landside Rail.  The Junction Box (JB) [Material of construction: Stainless Steel SS 316] for the Trailing Power Cable of the RMQC will have to be provided by the Contractor, with suitable provision for termination of the Power Cable [3.3 kV Grade, 3 Core, XLPE, 400 sq. mm] of HDC.  The pit for Junction Box for Feeder and Trailing Cables would be located at the middle point of the Crane Travel Distance (Ref.: SOR Clause No. 5.1.2.1), near the Landside Gantry Rail. For this, an additional length of 40 m of Trailing Power Cable of the RMQC is to be considered by the Contractor.



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
					<p>The requisite Civil work (for installation of the JB in the vicinity of the Landside Rail) would be carried out by HDC, based upon dimensions and other relevant parameters to be provided by the Contractor, immediately after design appraisal.</p> <p>All other arrangement, including Flower (for guiding the Trailing Power Cable of the RMQC), will have to be arranged by the Contractor.</p>
41.	128	5.5.6.3 [in full]	---	<p>The temperature inside the Control Room shall be maintained at about 20 degrees Celsius during operation. The Air-conditioner units shall be Split type. A ventilation fan, to cool the inside of the closure, in the event of failure of the Air-conditioner unit, shall be provided.</p>	<p><b><u>To be read as:</u></b></p> <p>The temperature inside the Control Room shall be maintained at about 20 degrees Celsius during operation. Industrial Air-conditioner units, of suitable number and capacity, shall be installed, considering peak load and 100% redundancy.</p>
42.	130	5.5.9.2 [in full]	---	<p>The Voltage rating of all AC Motors should be 415 V, 50 Hz.</p> <p>The Motors for Main Hoist, Trolley, Boom Hoist and Gantry should be provided with Class 'H' insulation (temperature rise limited to Class 'B'), special Insulation Features (Dual Coat Winding, Vacuum Pressure impregnation, etc.) and insulated Bearings (for Frame Size &gt; 280) for operation with VVVF drives. The Motors for Main Hoist, Trolley, Boom Hoist and Gantry of the RMQC shall be of minimum IE2 Efficiency Class.</p> <p>All other AC Motors should be of Class 'F' insulation.</p>	<p><b><u>To be read as:</u></b></p> <p>The Voltage rating of all AC Motors should be 415 V, 50 Hz.</p> <p>The Motors for Main Hoist, Trolley, Boom Hoist and Gantry should be provided with Class 'F' insulation (temperature rise limited to Class 'F'), special Insulation Features (Dual Coat Winding, Vacuum Pressure impregnation, etc.) and insulated Bearings (for Frame Size &gt; 280) for operation with VVVF drives. The Motors for Main Hoist, Trolley, Boom Hoist and Gantry of the RMQC shall be of minimum IE2 Efficiency Class.</p> <p>All other AC Motors should be of Class 'F' insulation.</p>



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
43.	130	5.5.9.3 [in full]	---	Motors for Main Hoist, Trolley Drive, Boom Drive and Gantry Drive shall be provided with over-current, over-speed and over-temperature and single-phasing protections. All exposed moving parts of the Motors shall be adequately guarded. Terminal Blocks shall be provided on the Motors for connecting the Power Cables. Over Speed Sensors for Hoist and Boom Motors.	<b><u>To be read as:</u></b> Motors for Main Hoist, Trolley Drive, Boom Drive and Gantry Drive shall be provided with over-current, over-temperature and single-phasing protections. All exposed moving parts of the Motors shall be adequately guarded. Terminal Blocks shall be provided on the Motors for connecting the Power Cables. Over Speed Sensors shall be provided for Hoist and Boom Motors. Inverter shall have over speed protection function for Trolley and Gantry by setting the Inverter parameter.
44.	131	5.5.10.1.d) [in full]	---	The field control I/O Modules shall be installed in the Electrical Room and other places, like Operator's Cabin, Boom Control Station and Long Travel Landside Cabin. These I/O Modules shall be connected by a high-speed LAN (Local Area Network) data link.	<b><u>To be read as:</u></b> The field control I/O Modules shall be installed in the Electrical Room and other places, like Operator's Cabin, Boom Control Station and Long Travel Landside Cabin. These I/O Modules shall be connected by a high-speed data link.
45.	131	5.5.10.1.e) [in full]	---	Communication between the Digital Drives and Programmable Logic Controller shall be linked with a high speed LAN. The extended diagnostic features shall be included by introducing a Crane Management System linking PLC and AC Inverter Drives.	<b><u>To be read as:</u></b> Communication between the Digital Drives and Programmable Logic Controller shall be linked with a high-speed data link. The extended diagnostic features shall be included by introducing a Crane Management System linking PLC and AC Inverter Drives.



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
46.	133	5.5.10.2.c) [in full]	---	Off position interlocks shall be provided for the Master Switches, so that they have to be returned to the off position of re-starting of RMQC drives after unintentional stopping. Simultaneous operation in the following combinations of motions shall be available : i) Main Hoist motion and Trolley Travel motion. ii) Trolley Travel motion and Gantry Travel motion.	<b><u>To be read as:</u></b> Off position interlocks shall be provided for the Master Switches, so that they have to be returned to the off position of re-starting of RMQC drives after unintentional stopping. Simultaneous operation in the following combinations of motions shall be available : i) Main Hoist motion and Trolley Travel motion.
47.	136	5.5.11.2.C) [in full]	---	The following instruments shall be provided on the doors of controls cubicles inside the Electric Control Room: i) Volt, Current & Frequency Meters to monitor incoming Power supply as well as the input Electrical supply for Hoist, Trolley/Boom and Gantry System. ii) Kilowatt-hour Meter to measure the energy consumption of the RMQC.	<b><u>To be added at the end (as Point No. iii):</u></b> iii) Maximum Demand Meter.
48.	137	5.5.13.1 [in full]	---	The Cable Reeling Drum shall be mounted on the RMQC structure near the seaside Rail. The length of Cable in the Cable Reels shall be 250 metre either way.	<b><u>To be read as:</u></b> The Cable Reeling Drum shall be mounted on the RMQC structure, on the land side of the Seaside Rail. The length of the Flexible Trailing Power Cable shall be 330 metre, considering Crane Travel Distance of 260 metre on either side [Ref.: SOR Clause No. 5.1.2.1 (considering <b>Addendum</b> - "I")], an additional length of 40 m (keeping in view that the pit for Junction Box for Feeder and Trailing Cables would be



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
					located at the middle point of the Crane Travel Distance, near the Landside Gantry Rail) and ensuring 5 extra turns always on Reel and on Cable Anchor.
49.	137	5.5.13.2	3	..... shall ensure 4 extra turns always on Reel and on Cable Anchor. The .....	<b><u>To be read as:</u></b> ..... shall ensure 5 extra turns always on Reel and on Cable Anchor. The .....
50.	138	5.5.16.1 [in full]	---	All lighting, including flood lights, LED lights, fluorescent lights, aviation lights, etc., will be provided by 240 V, Single Phase Supply. Flood lights shall be provided with metal halide lamps.	<b><u>To be read as:</u></b> All lighting, including flood lights, fluorescent lights, aviation lights, etc., will be of LED type and will be provided by 240 V, Single Phase Supply.
51.	144	5.7.1 [Heading]	---	<u>TRAINING OF CRANE OPERATORS AND MAINTENANCE PERSONNEL:</u>	<b><u>To be read as:</u></b> <u>TRAINING OF EMPLOYER'S PERSONNEL:</u>
52.	144	5.7.1.1 [in full]	---	The Contractor can assign qualified Mechanical and Electrical specialists to instruct the Employer's terminal operations personnel in operating and maintenance on all equipment installed under this contract. The training sessions will be performed at the site of the work. The tenderer shall submit his fully structured and detailed proposed training programme in their Techno-commercial Bid.	<b><u>To be read as:</u></b> The Contractor shall have to assign qualified Structural, Mechanical, Electrical and Electronics specialists, as may be necessary, to instruct the Employer's personnel in the operation and maintenance on all equipment installed under this contract. The training sessions, theoretical and practical, will be performed at office and the site of the work, as applicable. The aforesaid Training Programme has to be imparted to the categories of personnel mentioned hereunder and the training modules have to be prepared by the Contractor accordingly, to suit the said categories of personnel. The tentative number of personnel in each





Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
					category are as follows: a) <b>Engineers</b> - 10 (Ten) Heads. b) <b>Supervisory personnel</b> - 10 (Ten) Heads. Duration of Training Programme has to be decided upon by the Contractor, considering the requirement of training specified in GCC Clause No. 5.7 (Trainings & Manuals).
53.	155	5.10 [in full]	---	<u>List of Manufacturer</u>	<u>To be read as mentioned in the table below:</u>

List of Manufacturer

Sl. No.	Description	Manufacturer
A. <u>Mechanical Parts:</u>		
1.	SPREADER	BROMMA / STINIS / RAM
2.	SPREADER CABLE REEL UNIT	CAVOTEC / SPECIMAS / DELACHAUX / STEMMANN
3.	ALL HYDRAULIC PACKAGE AND EQUIPMENT	PARKER / REXROTH / VICKERS
4.	GANTRY, MAIN HOIST, BOOM HOIST & TROLLEY BRAKES	BUBENZER / SIBRE-SIEGERLAND
5.	BEARINGS	SKF / FAG





6.	LIFT FOR PERSONNEL	ALIMAK / CHARNOCK
7.	OPERATOR CABIN	MERFORD / BRIEDA
8.	BUFFER	OLEO / ENIDINE / KOBA
9.	RAIL CLAMP	HILLMAR / RIMA
10.	PAINT	HEMPEL / AKZONOBEL / BERGER PAINTS / SHALIMAR PAINTS / ICI / JENSON & NICHOLSON / ASIAN PAINTS / GOODLASS NEROLAC
B. <u>Control/Electrical Parts:</u>		
1.	GEARED MOTOR FOR GANTRY	ABB / SIEMENS / SEW / NORD / PIV
2.	MOTORS FOR MAIN HOIST, BOOM HOIST & TROLLEY; ALL RECTIFIERS; ALL CONTROL SYSTEMS (DRIVES); ALL AUTOMATION MODULES AND RMQC PLC	ABB / SIEMENS
3.	SYSTEM INTEGRATION OF RMQC	ABB / SIEMENS
4.	SPREADER PLC	ABB / SIEMENS
5.	SPREADER CABLE	CAVOTEC / SPECIMAS / LABBKABEL (OLFLEX) / SIEMENS / AEG / STEMMANN
6.	TRAILING CABLE	PRYSMIAN / CAVOTEC / SPECIMAS / LABBKABEL (OLFLEX) / SIEMENS / AEG / STEMMANN

\* **NOTE:** If BRAKES of BUBENZER / SIBRE-SIEGERLAND are supplied with Hydraulic Power Pack of BUBENZER / SIBRE-SIEGERLAND, the same are also acceptable.

**General Conditions of Contract (GCC) [Section - X]**

Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
54.	164	6.1.2.h)	4 & 5	..... perform the duties set forth in GCC Clause Nos. 6.14 to 6.16 hereof.	<b><u>To be read as:</u></b> ..... perform the duties set forth in GCC Clause Nos. 6.16 to 6.18 hereof.
55.	170	6.10.4 [in full]	---	The Independent External Monitor (IEM) for the instant tender is  Sri V. Subramanian, B-265, First Floor, Greater Kailash, Part-I, New Delhi - 110 048. Phone: +91 - 11 - 2923 2243 E-mail: <a href="mailto:subram71@gmail.com">subram71@gmail.com</a>	<b><u>To be read as:</u></b> The Independent External Monitors (IEMs) appointed by KoPT are  1. Mr. Subhashish Sarkar, IPoS (Retd.), Flat No. 406, Block - III, Kirti Apartments, Mayur Vihar Phase - I Extension, New Delhi - 110 091. Mobile: +91 - 98117 07230 E-mail: <a href="mailto:subhashishsarkar53@yahoo.com">subhashishsarkar53@yahoo.com</a>  2. Ms. Bulbul Sen, IRS (Retd.), B-104 Nayantara Apts., Block 8B, Sec - 7, Dwarka, New Delhi - 110 075. E-mail: <a href="mailto:bsensarkar@gmail.com">bsensarkar@gmail.com</a>
56.	179	6.24.1 [2 <sup>nd</sup> paragraph]	1	4.6.7 Necessary Gate Pass/Dock Entry Permit, for entering into .....	<b><u>To be read as:</u></b> Necessary Gate Pass/Dock Entry Permit, for entering into .....



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
57.	191	6.48.1	1	In the event of any outbreak of illness or an epidemic nature, .....	<b><u>To be read as:</u></b> In the event of any outbreak of illness of an epidemic nature, .....
58.	194	6.52.2	4	..... assess the requirement of such materials and keep sufficient .....	<b><u>To be read as:</u></b> ..... assess the requirement of such materials and keep sufficient .....
59.	208	6.73.1 [in full]	---	Payment will be made in <b>US Dollars</b> or <b>Indian Rupees</b> , as per break-up shown in the <b>Price Schedule</b> , as quoted by the Contractor (irrespective of Foreign Exchange Rate variation). However, no foreign exchange variation will be paid in case of Indian Contractor.	<b><u>To be read as:</u></b> Payment will be made in <b>US Dollars</b> or in <b>Euro</b> or in <b>Indian Rupees</b> , as per break-up shown in the <b>Price Schedule</b> , as quoted by the Contractor (irrespective of Foreign Exchange Rate variation). However, no foreign exchange variation will be paid in case of Indian Contractor.
60.	208	6.73.2 [in full]	---	No payment will be made without signing of <b>Contract Agreement</b> and submission of <b>Performance Bank Guarantee</b> and submission of <b>Integrity Pact</b> by the Contractor.	<b><u>To be read as:</u></b> No payment will be made without signing of <b>Contract Agreement</b> and submission of <b>Performance Bank Guarantee</b> (and receipt of confirmation thereof) and submission of <b>Integrity Pact</b> by the Contractor.
61.	208	6.73.3 [1 <sup>st</sup> paragraph]	---	<b>Letter of Credit</b> will be opened by HDC, KoPT, within 15 (fifteen) days of signing Contract Agreement and submission of Performance Bank Guarantee and submission of Integrity Pact by the Contractor, on an Indian Bank having Branch at Contractor's place and payment will be released stage-wise as indicated below:	<b><u>To be read as:</u></b> <b>Letter of Credit</b> will be opened by HDC, KoPT, within 15 (fifteen) days of signing Contract Agreement and submission of Performance Bank Guarantee (and receipt of confirmation thereof) and submission of Integrity Pact by the Contractor, on an Indian Bank having Branch at Contractor's place and payment will be released stage-wise as indicated below:



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
62.	208 & 209	6.73.3.1 [in full]	---	<p><b><u>Against Price Schedule Sl. No. 1:</u></b></p> <p>i) Payment for <b>70% amount</b> will be made - against receipt of the RMQC, at the designated Berth site, in good condition (duly certified by Marine Insurance Company), verification &amp; certification of the same by the Engineer (supported by Third Party Inspection Certificate) and production of necessary Insurance document(s) by the Contractor [if the RMQC is shipped in assembled condition to HDC, KoPT]</p> <p>Or,</p> <p>against installation/erection of the RMQC at the designated Berth site, verification &amp; certification of the same by the Engineer (supported by Third Party Inspection Certificate) and production of necessary Insurance document(s) by the Contractor [if the RMQC is assembled and erected at HDC's premises].</p> <p>ii) Payment for <b>20% amount</b> will be made, after successful completion of installation, testing &amp; commissioning and taking over (as per <b>GCC Clause No. 6.68</b>) of the RMQC.</p>	<p><b><u>To be read as:</u></b></p> <p><b><u>Against Price Schedule Sl. No. 1:</u></b></p> <p>i) Payment for <b>10% amount</b> will be made, upon submission of <b>Design Appraisal Certificate</b> (as per <b>GCC Clause No. 6.53.6</b>) issued by the Third Party Inspection Agency, along with <b>General Arrangement (GA) Drawing of RMQC</b> duly appraised by the Third Party Inspection Agency.</p> <p>ii) Payment for <b>60% amount</b> will be made - against receipt of the RMQC, at the designated Berth site, in good condition (duly certified by Marine Insurance Company), verification &amp; certification of the same by the Engineer (supported by Third Party Inspection Certificate) and production of necessary Insurance document(s) by the Contractor [if the RMQC is shipped in assembled condition to HDC, KoPT]</p> <p>Or,</p> <p>against installation/erection of the RMQC at the designated Berth site, verification &amp; certification of the same by the Engineer (supported by Third Party Inspection Certificate) and production of necessary Insurance document(s) by the Contractor [if the RMQC is assembled and erected at HDC's premises].</p>



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
				<p>iii) Payment for <b>10% amount</b> will be made after completion of all jobs as per contract and on verification of performance of the RMQC, duly certified by the Engineer, in regard to successful loading/unloading of <b>5,000 TEUs</b>, or after expiry of <b>3 (three) months</b> from the date of completion of all jobs [as per <b>GCC Clause No. 6.67 (Completion period)</b>], whichever is earlier.</p>	<p>iii) Payment for <b>20% amount</b> will be made, after successful completion of installation, testing &amp; commissioning and taking over (as per <b>GCC Clause No. 6.68</b>) of the RMQC.</p> <p>iv) Payment for <b>10% amount</b> will be made after completion of all jobs as per contract and on verification of performance of the RMQC, duly certified by the Engineer, in regard to successful loading/unloading of <b>5,000 TEUs</b>, or after expiry of <b>3 (three) months</b> from the date of completion of all jobs [as per <b>GCC Clause No. 6.67 (Completion period)</b>], whichever is earlier.</p>
63.	210 & 211	6.73.4.2 [in full]	---	<p>HDC, KoPT will obtain LICENCE from the Zonal Jt. Director General of Foreign Trade, Kolkata, to avail EPCG (Export Promotion Capital Goods) Scheme and DFCEC (Duty Free Credit Entitlement Certificate) Scheme.</p> <p>As per the existing EXIM POLICY (Export Import Policy), Govt. of India, the above Schemes allows the following:</p> <p><b><u>EPCG Scheme:</u></b></p> <p>(i) Import of <b>Capital Goods including Spares</b>, by the EPCG licence holder for their use.</p> <p>(ii) Import of <b>inputs including components</b> required for the manufacturer of Capital</p>	<p><b><u>To be read as:</u></b></p> <p>HDC, KoPT will obtain LICENCE from the Zonal Jt. Director General of Foreign Trade, Kolkata, to avail EPCG Benefit Scheme.</p> <p><b><u>For foreign Contractor (successful bidder):</u></b></p> <p>i) In case of foreign Contractor (successful bidder), HDC, KoPT will avail EPCG Authorization and produce it before the Customs Authorities for necessary Exemptions from Customs Duties.</p> <p>ii) HDC will appoint a Customs House Agent (CHA) to interact with the Customs Authorities, for getting necessary clearances from Customs Department. The Contractor or his local representative shall have to make all coordination with such CHA, in connection with getting the clearances.</p>



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
				<p>Goods, by a domestic manufacturer, who will supply the Capital Goods to the holder of licence under EPCG Scheme.</p> <p><b><u>DFCEC Scheme:</u></b></p> <p>Import of any <b>Capital Goods including spares</b>, by the licence holder.</p> <p>In case of foreign bidders, HDC, KoPT will avail DFCEC Scheme. However, all co-ordination with the Customs Authority for getting necessary clearance from Customs Department shall have to be done by the Contractor or his local representative.</p> <p>In case of Indian bidder, HDC, KoPT will avail EPCG Scheme. If the Indian bidder intends to avail the benefit of EPCG Licence to be received by HDC, KoPT, they shall have to <b>submit the list of inputs including components, which they want to import for manufacturing of the RMQC</b>, to HDC, subsequently after placement of order. They should also make all such arrangements for availing the EPCG benefit. HDC, KoPT will invalidate their EPCG Licence and the Indian Bidder may apply for Advance Licence for Duty exemption, as per the provisions in EXIM Policy (of Govt. of India). HDC, KoPT will not pay any extra amount towards Taxes, Duties (including Customs Duty) and other Levies</p>	<p><b><u>For Indian Contractor (successful bidder):</u></b></p> <p>i) In case of Indian Contractor (successful bidder), HDC, KoPT can provide invalidation letter, under EPCG Benefit Scheme, for importing raw materials/components/parts, etc. required for manufacture of the RMQC. However, invalidation letter for obtaining concessional rate of duty will not be provided for imports of any Sub-contractor of the manufacturer (Contractor).</p> <p>ii) If the Indian Contractor intends to avail the benefit of EPCG Licence to be received by HDC, KoPT, they shall have to <b>submit the list of inputs including components, which they want to import for manufacturing of the RMQC</b> [including classification with tariff no. under which the Contractor intends to import], to HDC, subsequently after placement of order. HDC, KoPT will not pay any extra amount towards Taxes, Duties (including Customs Duty) and other Levies over the price quoted by the Indian bidders.</p> <p>iii) The prices quoted by the Indian bidders should be based on concessional rate of duty, under EPCG Benefit Scheme, against issuance of invalidation letter by HDC, KoPT. HDC, KoPT will not pay any extra amount over and above the prices quoted by the Contractor.</p>



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
				over the price quoted by the Indian bidders.	<p>iv) HDC, KoPT would issue invalidation letter, under EPCG Benefit Scheme, to the Contractor. However, obtaining EPCG benefit is solely the Contractor's responsibility, i.e., they should make all such arrangements for availing the EPCG benefit and HDC, KoPT will not compensate the Contractor for their failure to obtain EPCG Benefit / failure to import under EPCG Benefit. This supersedes any other clause mentioned elsewhere in the document for customs duty.</p> <p>v) Any upward variation, due to change in Customs Duty classifications, shall be absorbed by the Contractor. However, any reduction in Customs Duty, due to change in classification, shall be passed on to HDC, KoPT.</p> <p>vi) Statutory variations, if any, in the rate of Customs Duty, up to a maximum period of 2/3<sup>rd</sup> of the contractual delivery period, shall be to HDC, KoPT's account. HDC, KoPT will not pay any variation on account of CVD.</p> <p>vii) Any increase in price due to increase in the rate of Customs Duty, due to any reasons whatsoever, beyond the above specified period, i.e., 2/3<sup>rd</sup> of the contractual delivery period, shall be to the Contractor's account. However, any decrease in Custom Duty rate, at the time of actual clearance of imported materials, shall be passed on to HDC, KoPT.</p>



Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
					<p>viii) The CIF value(s) indicated by the Contractor shall be deemed to be the maximum value(s) for the purpose of payment of variation in Custom Duty and/or other statutory variations, if any, thereon.</p> <p>ix) The value of refund of Terminal Excise Duty against EPCG Benefit shall be considered equivalent to exact amount of total ED considered and same shall not be payable to the Contractor.</p> <p>x) Variation in price due to Customs duty rate will be dealt with separately, after receipt of material at site, against documentary evidence.</p> <p>xi) The Indian bidders should confirm that “At any time after receipt of invalidation letter, if it is known / established that invalidation letter for import of raw material as requested in the bid would not be utilized at all, the bidder undertakes to promptly return the original invalidation letter, with <b>Affidavit</b> [as per the form (<b>Contract Form - “VIII”</b>) added in <b>Section-XII</b> vide <b>Addendum - “I”</b>], to HDC, KoPT, without any condition.”</p>





Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
64.	212	6.73.6 [in full]	---	<p><b><u>Payment of Customs Duty for foreign bidders:</u></b></p> <p>In case of foreign bidders, importing complete equipment and Spare Spreader of the equipment, the Contractor should make all arrangements for Customs clearance as per <b>GCC Clause No. 6.73.4.2</b>, but, payment to the Customs Authority, if any, will be made by HDC, KoPT directly at actual.</p>	<p><b><u>To be read as:</u></b></p> <p><b><u>Payment of Customs Duty for foreign bidders:</u></b></p> <p>In case of foreign bidders, importing complete equipment and Spare Spreader of the equipment, HDC will appoint a Customs House Agent (CHA) to interact with the Customs Authorities, for getting necessary clearances from Customs Department. The Contractor or his local representative shall have to make all coordination with such CHA, in connection with getting the clearances. Payment to the Customs Authority, if any, will be made by HDC, KoPT directly, at actual.</p>
65.	212	6.73.7 [in full]	---	<p><b><u>Payment of Goods &amp; Services Tax (GST):</u></b></p> <p>For foreign bidder, GST, if applicable, will be paid by HDC, KoPT directly to the concerned authority. For Indian bidder, amount of GST will be borne by HDC, KoPT on production of suitable document(s) by the Contractor.</p>	<p><b><u>To be read as:</u></b></p> <p><b><u>Payment of Goods &amp; Services Tax (GST):</u></b></p> <p>For foreign bidder, IGST, if applicable, will be paid by HDC, KoPT directly to the concerned authority. For Indian bidder, the amount of GST will be borne by HDC, KoPT on production of suitable document(s) by the Contractor.</p>
66.	222	6.87.1 [in full]	---	<p>Premium for the insurance policies shall have to be paid by the Contractor, time to time, for keeping the same valid during the contract period. The copies of such renewal receipts shall also have to be submitted by the Contractor to the Engineer.</p>	<p><b><u>To be read as:</u></b></p> <p>Premium for the insurance policies shall have to be paid by the Contractor, time to time, for keeping the same valid for the "Completion period" [Ref.: GCC Clause No. 6.67]. The copies of such renewal receipts shall also have to be submitted by the Contractor to the Engineer.</p>

**Particular Conditions of Contract (PCC) [Section - XI]**

Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
67.	231	6.21.1 [1 <sup>st</sup> paragraph]	3 & 4	..... contract, and shall be in the form furnished in <b>Section - XI (Contract Form - “III”)</b> .	<b><u>To be read as:</u></b> ..... contract, and shall be in the form furnished in <b>Section - XII (Contract Form - “IV”)</b> .
68.	232	6.21.8.ii)	8	..... <b>Claim Certificate</b> ”, as per the form furnished in <b>Section-XI (Contract .....</b>	<b><u>To be read as:</u></b> ..... <b>Claim Certificate</b> ”, as per the form furnished in <b>Section-XII (Contract .....</b>
69.	232	6.21.8.ii)	11	..... <b>Section-XI (Contract Form - “VI”)]</b> and within <b>2 (two) months</b> of the .....	<b><u>To be read as:</u></b> ..... <b>Section-XII (Contract Form - “VI”)]</b> and within <b>2 (two) months</b> of the .....

**CONTRACT FORMS [Section - XII]**

Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
70.	---	---	---	---	To add the following <b>CONTRACT FORM - “VIII”</b> , at the end of Section - XII:

**CONTRACT FORM - “VIII”**

[To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00]

**AFFIDAVIT**

We, \_\_\_\_\_ (Name and address of indigenous supplier) had been issued invalidation letter no. \_\_\_\_\_ dated \_\_\_\_\_ against EPCG License No. \_\_\_\_\_ dated \_\_\_\_\_.

We, hereby, declare that we have not used the above said invalidation letter. We further declare that we have not taken benefit of Terminal Excise Duty or any other benefit against above said invalidation letter.

In case the contents of affidavit are found to be incorrect or false, we shall be liable for action under the Foreign Trade Policy Law and other relevant laws.

Date :

Place :

Signature along with Seal

(To be authenticated / affirmed by 1<sup>st</sup> Class Magistrate / Notary Public)

**PRICE SCHEDULE FORM (UNPRICED) [Section - VI]**

Sl. No.	Page No.	Clause No.	Line No.	As specified in the bidding documents	To be read as/Remarks
71.	54	E) of Preamble [in full]	---	The <b>foreign bidder</b> should quote in <b>US Dollars</b> or <b>Euro</b> only, for all items except Item Sl. No. 2. Against Sl. No. 2, the foreign bidder should quote either in <b>US Dollars</b> or in <b>Euro</b> or in <b>Indian Rupees</b> .	<b><u>To be read as:</u></b> The <b>foreign bidder</b> may quote in <b>US Dollars</b> or in <b>Euro</b> or in <b>Indian Rupees</b> , against Item Sl. Nos. 1, 2 & 3 of the Price Schedule.

Clarifications & comments of HDC, KoPT.

Queries/Observations/Suggestions/Requests for clarification of the prospective bidders and clarifications/comments of HDC, KoPT.

**Subject:**

Tender No. **SDM(P&E) T/25/2017-2018** [e-Tender No. **KoPT/Haldia Dock Complex/P&E Div/18/17-18/ET/560**] for “Design, manufacture, supply, installation, testing, commissioning & guaranteeing the performance of **1 (one) no. Rail Mounted Quay Crane (RMQC), 40 T lifting capacity under Spreader at 40 m outreach**, at General Cargo Berth, Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal, India.”

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
<b><u>Tender Notice [Section - II]</u></b>			
1)	<b><u>Clause No. 1.2.3 (Page No. 4)</u></b> In absence of <b>audited Balance Sheet and Profit &amp; Loss Account</b> for the last Financial Year ending on <b>31.03.2017</b> or the last Calendar Year ending on <b>31.12.2017</b> , a certification regarding financial turnover (for the last Financial Year ending on 31.03.2017 or the last Calendar Year ending on 31.12.2017) shall have to be submitted from the <b>statutory auditor of the company/firm</b> . As soon as the audited Balance Sheet and Profit & Loss Account would become available, the same should be submitted immediately. If it is found that the financial turnover shown in the certification of the statutory auditor is not matching with the	Since the audited financial document for previous year (i.e. 2017) shall be released usually at the end of March in the next year. Please allows us to submit the latest one (i.e. 2016) accordingly.	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
	financial turnover shown in the audited Balance Sheet and as a result the bidder(s) is/are becoming ineligible with respect to financial capability, then the Earnest Money Deposit (EMD) of the said bidder(s) would be forfeited. Moreover, HDC may take further action against the said bidder(s), including cancellation of order (for the successful bidder).		
2)	<p><b><u>Clause No. 1.3.3 (Page No. 5)</u></b></p> <p>A <b>foreign bidder</b> shall have to obtain a <b>clearance regarding National Defence &amp; Security, from Govt. of India.</b></p> <p>If this is not applicable for a foreign bidder of a particular country, in terms of any specific exemption granted by Govt. of India in this regard, necessary document(s) [to establish non-applicability] is/are to be submitted [uploaded].</p>	<p>a) We have reviewed the tender documents, as per clause 1.3.3 as a foreign bidder we have to obtain clearance from National Defense and Security of Govt. of India. In view of above, you are requested to give us procedure to apply for the security clearance as mentioned in clause 1.3.3. Also, we presume it will take at least month time to fulfill the requirement. However we do not want to miss this opportunity to participate in this tender. We therefore request you to grant us extension for bid submission up to 15<sup>th</sup> April 2018.</p> <p>b) Could you please inform to us to know how we can obtain a clearance regarding National Defence &amp; Security, from Govt. of India?</p> <p>c) We are a Chinese manufacturer. If we participate in this tender in a Joint Venture with an Indian local company, shall the Joint Venture have to obtain a clearance regarding National Defence &amp; Security, from Govt. of India?</p>	<p>In the instant tender, obtaining clearance regarding National Defence &amp; Security, from Govt. of India, is in the scope of foreign bidder(s) and as such, all procedural formalities, in this regard, are required to be ascertained and complied with by them.</p> <p>Accordingly, foreign bidder(s) may take necessary action through Indian counterpart(s) or through Indian Embassy in the corresponding country(ies).</p> <p>Regarding bid submission date, <b>Addendum - "I"</b> [Ref.: Sl. Nos. 1, 5, 6, 7 &amp; 8] may be referred to.</p>

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
<b><u>Schedule of Tender (SoT) [Section - III]</u></b>			
3)	<p><b><u>Clause No. 2.4 (Page No. 7)</u></b></p> <p><b>Mode of tender</b></p> <p><b><u>e-Procurement System.</u></b></p> <p><b><u>Online</u></b> (Part-I: <i>Pre-qualification &amp; Techno-commercial Bid</i> and Part-II: <i>Price Bid</i>) through <a href="http://www.mstcecommerce.com/eprochome/kopt">http://www.mstcecommerce.com/eprochome/kopt</a> of MSTC Limited.</p> <p>Although the bidding documents may be viewed from the websites mentioned under <b>Clause No. 1.6</b>, but <b><u>the intending bidders can only submit their offer electronically, through the above-mentioned website of MSTC Limited.</u></b></p> <p><b><u>No physical tender/bid would be accepted by Haldia Dock Complex, Kolkata Port Trust.</u></b></p>	<p>We would like to submit the Tender document via hardcopy instead of e-tender as discussed at Pre-Bid meeting.</p>	<p>Tender condition prevails.</p>
4)	<p><b><u>Clause No. 2.10.iii) (Page Nos. 11, 12 &amp; 13)</u></b></p> <p><b>Earnest Money Deposit</b></p> <p><b><u>For Indian bidders:</u></b></p> <p>The intending bidders must deposit <b>Rs. 56,50,000/- (Indian Rupees: Fifty-six Lakh Fifty Thousand)</b> only, as <b>Earnest Money</b>, to Haldia Dock Complex, along with their offer. In case the said <b>Earnest Money</b> is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p> <p>The bidders are advised to deposit Earnest Money using the <b><u>Axis Bank Payment Gateway only</u></b>. No other method of payment of Earnest Money shall be accepted.</p>	<p>a) <b><u>We propose to add the following clause:</u></b></p> <p>The intending bidders may deposit the EMD of Rs. 56,50,000/- (Indian Rupees: Fifty-six Lakh Fifty Thousand) only, in the form of Bank Guarantee from any nationalized or scheduled bank of India as per Banker approved format which will be valid till the contract Completion mentioned elsewhere in this tender document.</p> <p>b) We would like to propose the Bank Guarantee instead of bank transfer of Earnest Money Deposit. If it is acceptable, please convey us the Bank Guarantee Format as soon as possible. We would like to propose to extend the tender submission</p>	<p>Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. Nos. 4 &amp; 25</b>].</p>

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
		<p>2 calendar weeks more after initial schedule (15-Mar-2018 up to 1700 Hrs) and also let us know if we can suggest the format.</p> <p>c) For foreign bidder, can we submit a bank guarantee with same amounts as required instead of earnest money deposit.</p>	
5)	<p><b><u>Clause No. 2.11 (Page No. 14)</u></b></p> <p>i) <b>Last date and time for deposition of Earnest Money and Bid Document Fee</b> to the designated bank account of <b>Kolkata Port Trust, Haldia Dock Complex</b></p> <p>ii) <b>Last date for deposition of Transaction Fee</b> in favour of <b>MSTC Limited</b></p>	In case tender submission via hard copy is accepted, we do not need to carry out the bank transfer for Bid Document Fee and Transaction Fee, right?	Tender condition prevails.
6)	<p><b><u>Clause No. 2.12 ii) (Page No. 14)</u></b></p> <p><b>Closing date &amp; time of e-Tender</b> for submission of online Pre-qualification &amp; Techno-commercial Bid and Price Bid at <a href="http://www.mstcecommerce.com/eprochome/kopt">http://www.mstcecommerce.com/eprochome/kopt</a> :: <b>15.03.2018 up to 1700 Hrs. (IST).</b></p>	As all Chinese companies have a long notational holiday in the middle of February, time is very urgent for us to finish all documents required in time. Could you please kindly extend the closing date of online submission for another two weeks?	Regarding bid submission date, <b>Addendum - "I"</b> [Ref.: Sl. Nos. 1, 5, 6, 7 & 8] may be referred to.
<b><u>Important instructions for online bid submission and e-Procurement [Section - IV]</u></b>			
7)	<p><b><u>Clause No. 3.1.4 (Page No. 16)</u></b></p> <p>Possession of valid <b>Digital Signature Certificate (DSC) [Class III Signing Type]</b> and registration of the intending bidder with <b>MSTC Limited</b> on the e-Procurement/e-Tender Portal of MSTC are <b>pre-requisites</b> for the instant e-Tendering.</p>	In case tender submission via hard copy is accepted, we do not need to possess the DSC, right?	Tender condition prevails.



Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
8)	<b><u>Clause No. 3.1.5 (Page No. 16)</u></b> The Digital Signature Certificate (DSC) [Class III Signing Type], issued by nCode/eMudra or any Certifying Authority (CA) recognized by Controller of Certifying Authorities (CCA), India, should be registered. Only the DSC that is registered should be used by the bidder and the bidder should ensure safety of the same.	In case tender submission via hard copy is accepted, we do not need to possess the DSC, right?	Tender condition prevails.
<b><u>Schedule Of Requirements (SOR) [Section - IX]</u></b>			
9)	<b><u>Clause No. 5.1.2 (Page No. 93)</u></b> <u>PRINCIPAL PARAMETERS OF THE RMQC:</u> 11. Minimum height under Portal Cross Beam:13 m	If the ground horizontal transportation is just truck, we suggest the clearance under portal cross beam is 8 meters. It will be helpful for the crane rigidity and make the driver more comfortable when operating.	Tender condition prevails.
10)	<b><u>Clause No. 5.2.1.3 (Page No. 94)</u></b> The structure shall be of welded construction. For major load carrying members, as far as possible, welded plate girders or box girder construction shall be used. Welding at site shall not be permitted, except in very special instances and all joints shall be designed for bolted assembly, with High Strength Friction Grip Bolts.	What is very special instances please describe in brief.	Welding at site may be permitted, only in such cases where it is not feasible to carry out such welding at the premises of the Contractor [or approved Sub-contractor(s)], i.e., where the same is essentially required to be done at site.  However, tender condition prevails.
11)	<b><u>Clause No. 5.2.2 (Page No. 94)</u></b> The RMQC should be designed and manufactured, in accordance with the requirements of relevant rules, regulations and standards as given below.	Can we design as per the equivalent IEC Standard?	Design of the RMQC should be as per FEM, as stated in the bidding documents. However, the Schedule Of Requirements (SOR) [Section - IX] of the bidding documents needs to be considered in entirety.  Hence, tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
12)	<p><b><u>Clause No. 5.2.4.4 (Page No. 95)</u></b></p> <p>All the Hydraulic Power Packs, to be used in the RMQC, shall be of same make, as per the LOM (List Of Manufacturers). As far as possible, components of Hydraulic Power Packs shall be of same reputed make.</p>	<p>Manufacturer of Emergency brake is SIBRE which comes with hydraulic power pack. Please include it in LOM.</p>	<p>Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 53</b>].</p>
13)	<p><b><u>Clause No. 5.2.6.1 (Page No. 96)</u></b></p> <p>a) In the design and construction of the RMQC, all normal safety provisions shall be observed. It shall be the responsibility of the Contractor to ensure that the RMQC satisfies, in every respect, the statutory requirements of the following:</p> <ul style="list-style-type: none"> <li>- Indian Factories Act</li> <li>- Indian Electricity Rules</li> <li>- Indian Electricity Act</li> <li>- Dock Workers (Safety, Health &amp; Welfare) Act, 1986</li> </ul>	<p>Can we design as per the equivalent IEC Standard?</p>	<p>Design of the RMQC should be as per FEM, as stated in the bidding documents. However, the Schedule Of Requirements (SOR) [Section - IX] of the bidding documents needs to be considered in entirety.</p> <p>Hence, tender condition prevails.</p>
14)	<p><b><u>Clause No. 5.2.6.1 (Page No. 96)</u></b></p> <p>b) The Contractor shall be responsible for obtaining approvals from the concerned authorities.</p>	<p>Does it contain CEA approval? CEA approval scope (Employer/Contractor) to be confirmed. Please kindly clarify the detailed approvals that need to be obtained from the Authorities.</p>	<p>The Contractor shall be responsible for obtaining approvals from the concerned statutory authorities like Central Electricity Authority (CEA), Directorate General, Factory Advice Service and Labour Institutes (DGFASLI), etc., as and where applicable for RMQC. The Employer would make necessary application(s) or take other action(s), which are required to be undertaken by the Employer, as per statute.</p> <p>However, tender condition prevails.</p>

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
15)	<b><u>Clause No. 5.2.6.8.B. (Page No. 97)</u></b> Centrifugal type Over Speed Detectors for Main Hoist and Boom Hoist.	A safety certified absolute encoder (Ple/SIL3) connected to a safety PLC is used to monitor position, acceleration/deceleration and speed of the main hoist, trolley and boom hoist drums. The safety PLC will execute the appropriate commands depending on control requirements.	Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 28</b> ].
16)	<b><u>Clause No. 5.2.6.8.G. (Page No. 98)</u></b> 3.3 kV disconnecting switch for Junction Box of Feeder Cable and Trailing Cable shall be installed, at a suitable position, for the purpose of switching off main 3.3 kV supply, in case of preventive maintenance/emergency.	a) There is no 3.3 kV disconnecting switch for Junction Box of Feeder Cable and Trailing Cable normally. Is the 3.3 kV disconnecting switch supplied by customer? b) We recommend to delete the requirement of "3.3 kV disconnecting switch for Junction Box of Feeder Cable and Trailing Cable". It is very dangerous operation for using the disconnect switch, because the disconnect switch is not load break switch. MV Power off and Lockout in Substation is better operation.	The Junction Box (JB) [Material of construction: Stainless Steel SS 316] for the Trailing Power Cable of the RMQC will have to be provided by the Contractor, with suitable provision for termination of the Power Cable [3.3 kV Grade, 3 Core, XLPE, 400 sq. mm] of HDC. The requisite Civil work (for installation of the JB) would be carried out by HDC, based upon dimensions and other relevant parameters to be provided by the Contractor, immediately after design appraisal. Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. Nos. 40 &amp; 48</b> ].
17)	<b><u>Clause No. 5.2.6.8.H. (Page No. 98)</u></b> An indicator for the Boom Hoist to indicate the tension on the Wire Rope and to trip the operation when overload occurs.	HDC need Only tension meter or load pin (for load indicator) type for boom hoist. The indicator unit needs to be mentioned.	The requirement, in this regard, has clearly been specified. Selection of the type of indicator is in the scope of the manufacturer and should be as per OEM standard. However, tender condition prevails.
18)	<b><u>Clause No. 5.2.6.8.L. (Page No. 98)</u></b> i) Load eccentricity and tripping of Hoist Drive at uneven load.	Tolerance level to be mentioned for uneven load.	Tolerance level should be considered as per OEM standard, to ensure overall compliance as per FEM. However, tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
19)	<b><u>Clause No. 5.2.6.8.O. (Page No. 98)</u></b> Rope overlapping preventive mechanism on the Reeving Drum in the Machinery House.	Taking the common practical use into consideration that the wire rope layout of main reeving drums is single layer and the fleet angle is small, wire rope overlapping is not common in practical use. So we advise to cancel the Rope overlapping preventive mechanism on the Main Hoisting Reeving Drum and the Trolley Traversing Reeving Drum in the Machinery House.	Tender condition prevails.
20)	<b><u>Clause No. 5.2.6.8.U. (Page No. 99)</u></b> Anti-collision Devices shall be provided to prevent collision of RMQC to RMQC, between RMQC Boom and Ship as well as between a Container being moved by the Trolley and any obstacle in the traverse trajectory of such moving Container.	We want to check if the Ship Profile Scanning System shall be supplied to prevent collision between a container being moved by the Trolley and any obstacle in the traverse trajectory of such moving Container.	The requirement, in this regard, has clearly been specified. Selection of the type of anti-collision devices is in the scope of the manufacturer and should be as per OEM standard.  However, tender condition prevails.
21)	<b><u>Clause No. 5.2.6.10 (Page No. 100)</u></b> <u>INTERLOCKS:</u> B. Long Travel Drive with Anti-skewing Device.	What is the anti-skewing device for the gantry travel? Mechanical need to design the anti-skewing device?	The requirement, in this regard, has clearly been specified. Selection of the type of anti-skewing device is in the scope of the manufacturer and should be as per OEM standard.  However, tender condition prevails.
22)	<b><u>Clause No. 5.3.1.3 (Page No. 102)</u></b> The IS codes, as indicated in SOR Clause Nos. 5.3.1.1 & 5.3.1.2 and wherever specified otherwise in these documents, are only indicative in nature. The minimum Standard for materials and components should be as specified in F.E.M. The tenderer shall clearly specify the details of the Standard applicable for materials and components to be adopted for design of RMQC.	a) Can we design as per equivalent Chinese Standards or other equivalent International Standards? b) The following standards will be followed for materials and components. KS : Korean Standard JIS : Japanese Industrial Standard ISO : International Standard Organization FEM : Federation Europeenne de la Manutention	Design of the RMQC should be as per FEM, as stated in the bidding documents. However, the Schedule Of Requirements (SOR) [Section - IX] of the bidding documents needs to be considered in entirety.  Hence, tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
		DIN : Deutsche Industrie Normen GB : Chinese National Standard FEM : Federation Europeenne de la Manutention AISC : American Institute of Steel Construction ASCE : American Society of Civil Engineers ASTM : American Society for Testing and Materials AGMA : American Gear Manufacturers Association EN : European Norm	
23)	<p><b><u>Clause No. 5.3.3.1.A) (Page No. 102)</u></b></p> <p>Load shall be hoisted by means of minimum 4 (four) independent Wire Ropes, suitably reeved on 2 (two) independent Drums and fully equalised. Each Rope in Drum shall have sufficient strength to hold up the load, in case the other Rope of the same Drum breaks.</p>	<p>In general, there are two different wire rope reeving types for Load Hoisting Mechanism, one is Two independent wire ropes with multi-functional Hydraulic Cylinder for Trim/ List/ Skew and Anti-sag at the end of the Girder, the other one is four independent wire ropes with Trim/List/Skew device in the front of the Boom. We prefer the Two Independent Wire Rope Type based on our manufacturing experience.</p>	Tender condition prevails.
24)	<p><b><u>Clause No. 5.3.3.1.B) (Page No. 102)</u></b></p> <p>The hoisting motion shall be through Electrically driven Parallel Shaft Reducer and fitted with self-adjusting Brakes arranged to fail to safety. Each Brake shall be capable of taking 150% of full load Motor torque. The Brakes will be of Electro-hydraulic Thruster Disc type, with manual release. Brake Slip Sensor shall be provided to detect % slippage of Brake. The Brake Slip Sensor should be able to sense the wear of the Brake Lining and also difference, if any, in Power supplied to the Brake Shoe.</p>	<p>Any specific requirement for Brake Slip sensor need to be clarified as it has been a new requirement.</p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
25)	<b><u>Clause No. 5.3.3.1.C) (Page No. 103)</u></b> Separate tension detection device for each Rope shall be provided, to ensure that each Rope carries half the total load, at all times. This device shall also stop the Hoist Motor in the event of either of the 2 (two) Ropes of a Drum becoming slack and overloading of any 1 (one) of the Ropes.	Here we consider <b>tension detection device</b> as Load PIN. <u>Please confirm.</u>	The requirement, in this regard, has clearly been specified. Selection of the type of tension detection device is in the scope of the manufacturer and should be as per OEM standard.  However, tender condition prevails.
26)	<b><u>Clause No. 5.3.3.1.D) (Page No. 103)</u></b> Where necessary, Catenary Trolleys or Guide Rollers shall be used to prevent extensive Rope slack during operations.	Due to short trolley travel length catenary trolleys are not required based on our experience.	It has clearly been specified that “ <u>Where necessary</u> , Catenary Trolleys or Guide Rollers shall be used to prevent extensive Rope slack during operations.” Hence, tender condition prevails.
27)	<b><u>Clause No. 5.3.3.2 A) (Page No. 103)</u></b> The Boom shall be hoisted by means of 2 (two) independent Wire Ropes, suitably reeved and fully equalized. The 2 (two) Ropes may, however, be wound onto a common Drum assembly. The Rope Drum shall be machine grooved right and left hand and shall take sufficient Rope in one layer, so as to accommodate the total range of lift, with at least 3 (three) anchoring turns remaining on the Drum, when the Boom is in the lowest position. In addition, 1 (one) empty groove for each Rope shall be left on the Drum, when the boom is in the highest position. Each Rope shall have sufficient strength to hold up the Boom, in case the other breaks.	a) In general, there are two different wire rope reeving types for Boom Hoisting Mechanism, one is Two independent wire ropes with one tension equalizing device, the other one is one independent wire rope with equalizing sheaves. We prefer the one Independent Wire Rope Type based on our manufacturing experience.  b) The Boom shall be hoisted by means of 1 (One) Wire Rope, suitably reeved and fully equalized. In case of wire rope failure, other side of wire rope shall hold the boom structure without any damage.	Tender condition prevails.
28)	<b><u>Clause No. 5.3.3.2 B) (Page No. 103)</u></b> Separate tension detection device for each Rope shall be provided, to ensure that each Rope carries half the total load, at all times. This device shall also stop the Hoist Motor, in the event of either of the 2 (two) ropes becoming slack.	Here we consider <b>tension detection device</b> as Load PIN. <u>Please confirm.</u>	The requirement, in this regard, has clearly been specified. Selection of the type of tension detection device is in the scope of the manufacturer and should be as per OEM standard.  However, tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
29)	<p><b><u>Clause No. 5.3.3.2 G) (Page No. 104)</u></b></p> <p>A 3 (three) ton Maintenance Winch, with a suitable Drive Rope Drum and Rope, shall be installed at a suitable location above the Boom level (preferably on the front side of the Machine Room), for facilitating maintenance work at any location on reeving of the Rope from this Winch.</p>	<p>a) It is to be noted that the trolley is semi rope type and hence there is no requirement of traverse rope. we propose, rope-changing winches are provided either on the sill beam or are loose supply, which are brought from the store and kept on the ground during rope changing. We shall be providing 2 nos motor driven rope winches with declutching provision on the sill beam as per KCI standard to match with the rope-changing scheme envisaged.</p> <p>b) In general, we arrange three 0.5T maintenance jib cranes for the maintenance work of Boom Hoist Sheaves. Two at the Boom and one on the A-frame tip.</p>	<p>a) Location of the 3 (three) ton compact type Maintenance Winch, with a suitable Drive Rope Drum and Rope, would be in the scope of the manufacturer, i.e., as per OEM standard.</p> <p>b) Tender condition prevails.</p>
30)	<p><b><u>Clause No. 5.3.3.2.H) (Page No. 104)</u></b></p> <p>Auxiliary Motor for operating Boom.</p>	It refers to motor used for emergency operation of Boom. Right?	Yes.
31)	<p><b><u>Clause No. 5.3.3.3.A) (Page No. 104)</u></b></p> <p>The Trolley, which supports the load hoisting mechanism and the Operator's Cabin, shall be self-driven. Festoon cable shall be used for supply of power.</p>	<p>a) 5.3.3.3 (A) requires that Trolley shall be self-driven, however 5.3.3.12 (i) requires that Machinery House shall house all the equipment, including trolley traversing. It is inconsistent. We advise the Trolley to be wire-rope pulling-type, not self-driven type. Because the self-driven type trolley is heavier than the wire-rope pulling-type, which is not good to structure design and wheel load.</p> <p>b) We do not recommend to use Energy chain system due to maintenance matter comparing to Festoon System.</p>	<p>a) Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: Sl. No. 35].</p> <p>b) Energy Chain system has not been specified in the bidding documents.</p>

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
32)	<b><u>Clause No. 5.3.3.3.B) (Page No. 104)</u></b> Self-adjusting Brake(s), capable of being manually released, shall be provided on the Motor Shaft to fail to safety. Capacity of the Brake shall not be less than 150% of full load Motor torque.	We propose to use elctro magnetic disc brake at the motor back side i.e motor inbuilt with Electro magnetic disc brake. Any specific requirement of brake on the motor shaft may please be clarified.	Tender condition prevails.
33)	<b><u>Clause No. 5.3.3.3.C) (Page No. 104)</u></b> The Trolley shall be mounted on adjustable Wheels, running on the Rails fitted with the RMQC Girder. Elastic Pads of suitable thickness shall be provided underneath the Trolley Rail to reduce vibration and shock load on the RMQC structure.	The Trolley shall be mounted on adjustable Wheels, running on the Rails fitted the RMQC Girder.	Tender condition prevails.
34)	<b><u>Clause No. 5.3.3.3.F) (Page No. 105)</u></b> Trolley shall be provided with Storm Latch, which shall be operable from Cabin. Boom/Girder design shall allow for easy replacement of Trolley assembly. Jacking points shall be provided at suitable location, to enable the Trolley to be jacked up for maintenance purpose, such as replacing the Wheels.	Trolley shall be provided with Storm Latch, <del>which shall be operable from cabin.</del>	Tender condition prevails.
35)	<b><u>Clause No. 5.3.3.3.G) (Page No. 105)</u></b> A Cable Reeling Drum shall be provided on the Trolley/Sheave Block to store the Electrical Cable for supply of Power from the Trolley to the Spreader unit.	<p>a) We recommend to use Cable Basket for storing Electrical Cable considering of lifting height (25.0 m) and hoisting speed (60/120 m/min) based on experience.</p> <p>b) Whether the gravity-fed collector basket type is acceptable to Owner?</p> <p>c) Since the main hoist speed is not fast and the lift height of the crane is not large, we suggest to use cable basket instead of cable reel or drum. This is safe and enough for cable collection.</p>	Tender condition prevails.



Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
36)	<p><b><u>Clause No. 5.3.3.4.D) (Page No. 105)</u></b></p> <p>Each drive unit should consist of a Shaft-mounted Bevel Helical Gear unit, with directly flanged on AC Squirrel Cage Motor, with in-built Electro-magnetic Disc Brake. The Gear units should be equipped with Drain and Oil Sample Valves, Sight Glass and Air Breather. The Torque Arm of the drive unit should be connected via a flexible bushing to the 2 (two) Wheel Bogie.</p>	Oil sample valve of Geared motor is not clear to us. It is not provided by Geared Motor manufacturer, Please elucidate the pint.	The design of Gear units would be as per OEM standard, i.e., as per Geared Motor manufacturer(s).
37)	<p><b><u>Clause No. 5.3.3.5.D).iv) (Page No. 108)</u></b></p> <p><b><u>TELESCOPIC SPREADER:</u></b></p> <p>The Spreader unit shall be able to handle distorted Containers of the minimum following deviations:</p> <ul style="list-style-type: none"> <li>- difference on the longitudinal distance of the corner holes of + 20 mm</li> <li>- difference on the transversal distance of the corner holes of +5 mm</li> <li>- out of level of one corner lock in respect of the plane of the other three - 50 mm.</li> </ul>	<p>For distorted/deformed container, restriction of clearance longitudinally &amp; transversely shall be within 8 mm and level difference shall be within 15 mm. Instead of 20 mm.</p> <p><u>Please confirm.</u></p>	Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 32</b> ].
38)	<p><b><u>Clause No. 5.3.3.5.G) (Page No. 109)</u></b></p> <p><b><u>SPREADER CABLE:</u></b></p> <p>Spreader Cable of suitable length, with sufficient number of Core (with 30% spare Core), shall be provided with Spreader. A Cable reeling system should be installed instead of a Cable Basket.</p> <p>The Cable Reel should be installed on Trolley to reel the Cable in and out and to keep the Cable suitably tensioned to prevent any snagging of Cable.</p>	We recommend to delete the requirement of spreader reel. Normal Basket type spreader cable is more convenient for this size and speed of crane. The spreader cable reel is required more maintenance.	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
39)	<p><b><u>Clause No. 5.3.3.5.I) (Page No. 110)</u></b>  <b><u>COMMUNICATION SYSTEM:</u></b>  For communication between the RMQC and the Spreader, a 2 (two) wire digital communication system should be adopted. The system should incorporate the following basic elements:</p> <ul style="list-style-type: none"> <li>• <u>A Crane Node</u>: A device directly interfacing with the RMQC's control system, transmit/receive data to/from the Spreader Node.</li> <li>• <u>A Crane to Spreader Communication Link</u>: This should be standard, unshielded conventional Cable, which is used between the RMQC and the Spreader.</li> <li>• <u>A Spreader Node</u>: A device that interfaces directly with the Spreader's sensors, supports discrete signal and provides an interface to the Crane Node. Sensors and Limit Switch should be parallel wired to the Spreader Node, so that all signals should be capable of being individually displayed in the Crane Monitor for condition monitoring and diagnostic purpose.</li> </ul>	<p>We recommend to delete the requirement of 2 wire communication &amp; Spreader PLC.</p> <p>The spreader is single spreader. Thus 42 Cores x 2.5 SQ basket type cable is enough to point to point control and easy maintenance.</p> <p>Also the other clause mention "iv) Spreader Control Junction Box shall be fitted in the Operator's Cabin, including Conductors, Over Load Relay and Spreader interlock mechanism." and "v) Spreader Switch Gear and Indication Panel shall be provided in the Operator's Cabin. These clause means all control shall be done by CRANE PLC &amp; Hardware control.</p>	Tender condition prevails.
40)	<p><b><u>Clause No. 5.3.3.8.A) (Page No. 112)</u></b>  <b><u>ANTI COLLISION SYSTEMS:</u></b>  Three (3) anti-collision systems are required -1 (one) to prevent collisions between RMQCs, 1 (one) to prevent collisions between the RMQC Boom and the Ship and 1 (one) to prevent collision between a Container being moved by the Trolley and any obstacle in the traverse trajectory of such moving Container [i.e., Load Collision Prevention System]. Each system shall be designed to automatically prevent damage, in the event that the RMQC is travelling into a possible collision situation.</p>	<p>a) We want to check if the Ship Profile Scanning System shall be supplied to prevent collision between a container being moved by the Trolley and any obstacle in the traverse trajectory of such moving Container.</p> <p>b) We recommend to delete the requirement of "1 (one) to prevent collision between a Container being moved by the Trolley and any obstacle in the traverse trajectory of such moving Container [i.e., Load Collision Prevention System]." Our RMQC has Sillbeam Protection Software. If required</p>	<p>The requirement, in this regard, has clearly been specified. Selection of the type of anti-collision devices is in the scope of the manufacturer and should be as per OEM standard.</p> <p>However, tender condition prevails.</p>

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
		moving container anti-collision system, we need install profile scanning system. But the function is activated once trolley move to whole length of vessel. Thus, it is not useful for this short outreach type crane.	
41)	<p><b><u>Clause No. 5.3.3.8.B) (Page No. 112)</u></b></p> <p><b><u>ANTI COLLISION SYSTEMS:</u></b></p> <p>On detecting a collision situation between RMQCs or between the RMQC Boom and the Ship, the RMQC shall come to stop through ramp down rather than utilising the emergency stop circuits. Detection range shall be such that it will allow enough time for the RMQC to come to a “gentle” stop.</p>	<p>We recommend to change the requirement of "gentle stop" to emergency stop.</p> <p>The "gentle stop" can achieve using laser scanner type anti-collision device.</p> <p>But the function and maintenance of the laser scanner is not reliable.</p> <p>Thus we recommend to use SUS Wire Rope Reel type Anti-Collision device as for the Boom to Ship Anti-collision.</p>	Tender condition prevails.
42)	<p><b><u>Clause No. 5.3.3.9 (Page No. 112)</u></b></p> <p><b><u>ANTISWAY SYSTEM:</u></b></p> <p>The RMQC shall be fitted with proven Electronic closed loop sway control system, which prevents sway of the load from the beginning. The system shall be capable of damping sway of the Spreader, with rated load, at a Spreader height 10 metres above ground and bringing to a stop within 50 mm displacement, in less than 5 (five) seconds, after the Trolley operating speed is reduced from full design speed to half of full speed.</p>	<p>We recommend to delete the requirement of "Electronic Anti-Sway &amp; Computer Aided Operations System".</p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
43)	<p><b><u>Clause No. 5.3.3.12 (Page No. 115)</u></b></p> <p><b><u>MACHINERY HOUSE:</u></b></p> <p>i) An all Steel construction and weather-proof Machinery House shall be provided on the RMQC Girder structure, to house all the equipment for load (Container, etc.) hoisting, Boom hoisting, Trolley traversing, Transformer and related Switchgear, etc. The structure shall be designed to withstand heavy monsoon downpour and calculated wind loading, based on the wind velocities specified in these documents. All walls and roofs shall be made of Galvanized Steel cladding.</p>	All walls and roofs shall be made of Steel Plate and painted Galvanized Steel Cladding.	Tender condition prevails.
44)	<p><b><u>Clause No. 5.3.3.12 (Page No. 115)</u></b></p> <p><b><u>MACHINERY HOUSE:</u></b></p> <p>ii) To facilitate replacement of Ropes, self-contained Motor driven Rope-re-reeving Winch devices [2 (two) nos.] shall be provided in the Machinery House, to ensure rapid and trouble-free re-reeving of Hoist and Cross-traverse Ropes. Drum shall be large enough to store 100% of the working length of the Rope.</p>	To facilitate replacement of Ropes, self-contained Motor driven Rope-re-reeving Winch devices [2 (two) nos.] shall be provided in the Machinery House, to ensure rapid and trouble-free re-reeving of Hoist and Cross-traverse Ropes. - This feature possible in our MBE/Kone Cranes design. Crane is not equipped with cross-traverse ropes. This cannot be accommodate in Machinery house. This is will be mounted as per previous machine.	<p>Location of the self-contained Motor driven Rope-re-reeving Winch devices [2 (two) nos.], compact in nature, would be in the scope of the manufacturer, i.e., as per OEM standard.</p> <p>Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 36</b>].</p>
45)	<p><b><u>Clause No. 5.3.3.12 (Page No. 115)</u></b></p> <p><b><u>MACHINERY HOUSE:</u></b></p> <p>iv) Heavy Electric Hoist of capacity 10 Ton or capable of handling heaviest part of the Machinery House, whichever is more, shall be provided and also capable for lifting components from ground level. Hoisting speed in fully loaded condition shall not be less than 4 metres/min.</p>	Heavy Electric Hoist of <del>capacity 10 Ton or capable of</del> handling heaviest part of the Machinery House, <del>whichever is more</del> , shall be provided and also capable for lifting components from ground level.	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
46)	<p><b><u>Clause No. 5.3.3.14 (Page No. 117)</u></b></p> <p><b><u>LIFT FOR PERSONNEL:</u></b></p> <p>An Electrically operated Personnel Lift, capable of carrying at least 3 (three) persons with tools, shall be installed along 1 (one) of the landside Portal Legs. The Lift shall have 2 (two) stops, 1 (one) at the Portal Beam level and the other at the Machinery Deck level. The Lift shall be in complete accordance with the relevant IS specification or equivalent International Standard. Details are to be provided by the tenderer in his offer.</p>	In general, there are 3-4 stops for the lift, one at the ground level, one at the Portal Beam level, one at the Operator Cabin Level and one at the Machinery level. Please confirm your requirement.	The requirement, in this regard, has clearly been specified. Hence, tender condition prevails.
47)	<p><b><u>Clause No. 5.3.3.15 (Page No. 117)</u></b></p> <p><b><u>WIRE ROPES:</u></b></p> <p>ii) All Wire Ropes shall be Galvanized and special non-rotating type, unless otherwise specified.</p>	All Wire Rope shall be Galvanized and conform to 6x19 or 6x37 IWRC, Ordinary Lay construction, unless otherwise specified.	Tender condition prevails.
48)	<p><b><u>Clause No. 5.3.3.15 (Page No. 117)</u></b></p> <p><b><u>WIRE ROPES:</u></b></p> <p>iii) The fleet of the Rope shall not exceed 1 in 12 for any relative position of the Sheave/Drum assemblies. The lid of the Rope shall not exceed 5 degree (1 in 12) or other side of helix angle of the groove in the Drum.</p>	The fleet of the Rope shall not exceed 1 in 12 3.5 degree for any relative position of the Sheave/Drum assemblies. The lid of the Rope shall not exceed 5 degree (1 in 12) 3.5 degree or other side of helix angle of the groove in the Drum.	Tender condition prevails.
49)	<p><b><u>Clause No. 5.3.3.16 (Page No. 117)</u></b></p> <p><b><u>WIRE ROPE SHEAVES:</u></b></p> <p>i) Wire Rope Sheaves shall be made of single piece forged Steel or Rolled Steel and mounted on Anti-friction Bearings/Bush Bearings, as applicable. Groove surfaces to be of hardness 320 BHN minimum.</p>	The rope pulleys at the end of the boom are provided to guide the main hoist ropes to the micro motion machinery. These pulleys are acting like guides and will have part rotation (half rotation) only in the event of list/trim/skew control. These pulleys are provided with imported glacier bearings as per KCI standard practice. The same will have no financial difference.	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
50)	<p><b><u>Clause No. 5.3.3.18 (Page No. 118 &amp; 119)</u></b></p> <p>viii) All Gear Reducers for drives of 100 HP and above shall be provided with Bearing Temperature Detectors with 2 (two) stage switches for alarm and trip, with all connections etc.</p> <p>ix) Shaft mounted drives of hollow axle type are acceptable.</p> <p>xv) Equipment shall be designed to operate with a noise level not exceeding 80 decibels, measured at a distance of 1.2 m from Reducer, at a height of 1.5 metres above floor level.</p>	<p>viii) All Gear Reducers for drives of 100 HP and above shall be provided with Bearing Temperature Detectors with 2 (two) stage switches for alarm and trip, with all connections etc. Please note we have not supplied Gearboxes with above sensor switches. Specification is not clear, It is not possible to monitor all the bearings inside gear reducer. It is not applicable in Geared motor also.</p> <p>ix) Bearing Seals shall be labyrinth design to prevent oil leakage and intrusion of contaminants into the Bearings. We don't have labyrinth seals. We will deliver reducers with regular radial shaft seals.</p> <p>xv) Equipment shall be designed to operate with a noise level not exceeding 80 decibels, measured at a distance of 1.2 m from Reducer, at a height of 1.5 meters above floor level. This to be checked and clarified. We don't know how to measure and verify this thus there are other noise sources in same space (motor).</p>	Tender condition prevails.
51)	<p><b><u>Clause No. 5.3.3.19 (Page No. 119)</u></b></p> <p><b><u>BRAKES:</u></b></p> <p><b><u>Trolley Drive:</u></b></p> <p>All Motors to be provided with Electro-hydraulic Thruster Disc Brake.</p>	<p>Why Electro-hydraulic Thruster Disc Brake is required for trolley. We propose to use motor with electro magnetic disc brake.</p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
52)	<p><b><u>Clause No. 5.3.3.20 (Page No. 119 &amp; 120)</u></b></p> <p><b><u>BEARINGS, BEARING SEALS AND PILLOW BLOCK:</u></b></p> <p>Bearings shall be of anti-friction type, with a minimum life expectancy compatible with the class of the mechanism with which they are used, unless specified otherwise.</p> <p>Regarding life expectancy of Bearings, Bearing manufacturer will have to give a certificate.</p>	<p>We propose that all Bearing Housings and Pillow Blocks shall be fitted with labyrinth type Seals, We propose to deliver rope drum bearing housing with regular radial shaft seals. Further we propose that The bearing housings / Pillow blocks provided for main hoist and boom hoist rope drums shall be fabricated from high strength steel plates (St 52.3 / SAILMA 350 HI) because of its requirement instead of cast steel housings as mentioned in the specification. Since the bearing housings are of improved material, the financial implication is on the plus side for the crane manufacturer.</p>	Tender condition prevails.
53)	<p><b><u>Clause No. 5.3.3.20 (Page No. 120)</u></b></p> <p><b><u>BEARINGS, BEARING SEALS AND PILLOW BLOCK:</u></b></p> <p>iv) All Spherical Roller Bearings in Pillow Blocks shall have Taper Bores and Sleeves for locating on Shafts.</p>	Delete.	Tender condition prevails.
54)	<p><b><u>Clause No. 5.3.3.20 (Page No. 120)</u></b></p> <p><b><u>BEARINGS, BEARING SEALS AND PILLOW BLOCK:</u></b></p> <p>v) Pillow Blocks shall be of Case Steel construction. Base Plates for Pillow Blocks shall be provided with lockable adjusting screws, for accurate Bearing alignment in a horizontal plane.</p>	Pillow Blocks shall be <del>Cast Steel</del> fabricated steel construction.	Tender condition prevails.
55)	<p><b><u>Clause No. 5.3.3.21 (Page No. 120)</u></b></p> <p><b><u>PINS:</u></b></p> <p>A) All Pins subjected to wear, due to rotation or oscillation, shall be case hardened, ground and polished. Surface hardness shall be 80 to 85 Shore and depth of case hardening 1 mm minimum and to be provided with greasing points.</p>	<p>All pins subjected to wear, due to rotation or oscillation, shall be <del>case hardened, ground and polished. Surface hardness shall be 80 to 85 Shore and depth of case hardening 1 mm minimum</del> a difference in 50 HB between the pin and housing. Pins shall be harder and to be provided with greasing points.</p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
56)	<b><u>Clause No. 5.3.3.22 (Page No. 121)</u></b> <b><u>COUPLINGS:</u></b> i) Suitable High Speed Couplings shall have to be provided by the Contractor.	High Speed Couplings shall be <del>Pin-Bush type</del> . Gear Coupling or Flexible spider type Coupling.	Selection of High Speed Couplings would be in the scope of the manufacturer, i.e., as per OEM standard. Hence, tender condition prevails.
57)	<b><u>Clause No. 5.3.3.22 (Page No. 121)</u></b> <b><u>COUPLINGS:</u></b> ii) Low Speed Couplings shall be Heavy Duty Gear type Flexible Couplings, with self-contained lubrication and proper Seals.	Low Speed Couplings shall be Heavy Duty Gear type Flexible Couplings, with <del>self-contained lubrication and</del> proper Seals.	Tender condition prevails.
58)	<b><u>Clause No. 5.3.3.23.ii) (Page No. 121)</u></b> <b><u>WHEELS:</u></b> Long Travel Wheels shall have cylindrical treads with double flanges. Tread diameter and flange dimension shall be according to IS 1136 and IS 3177 respectively.	The trolley wheels are single flanged as double flanged wheels will not allow passage of the wheels over this area. The specification clause asks for double flanged wheels and the same has been provided for gantry wheels.	The requirement of cylindrical treads with double flanges is for Long Travel Wheels only. Design of other Wheels would be in the scope of the manufacturer, i.e., as per OEM standard. However, tender condition prevails.
59)	<b><u>Clause No. 5.3.3.23.iii) (Page No. 121)</u></b> <b><u>WHEELS:</u></b> Wheels shall be of Forged Steel. The treads shall be hardened to minimum 320 BHN. Wheels shall be tested Ultrasonically.	Wheels shall be tested Ultrasonically before machining and Magnetically after machining.	Tender condition prevails.
60)	<b><u>Clause No. 5.4.4 (Page No. 123)</u></b> <b><u>MATERIALS:</u></b> - All Structural Steel shall conform to IS:2062 & IS:8500 for High Tensile Steel, wherever applicable. - All Mild Steel for Bolts and Nuts, when tested, shall have Mechanical properties as per Property Class 6.6 Table 8 in IS:1367.	We suggest Chinese standard Q345B steel plates made in China will be used for the main structure's flange and web plates.  Chinese standard GB Q235 materials will be used for subsidiary parts such as stiffeners, handrails, shape steels etc. Others materials including profiled bar, rolled steel, forged steel etc. will follow Chinese GB standard.	Design of the RMQC should be as per FEM, as stated in the bidding documents. However, the Schedule Of Requirements (SOR) [Section - IX] of the bidding documents needs to be considered in entirety. Hence, tender condition prevails.



Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
	<p>- All High Tensile Steel for Friction Grip Bolts shall have Mechanical properties corresponding to Symbol 8 G or 10 K of Table V in IS:1367.</p> <p><b><u>Clause No. 5.4.5 (Page No. 123)</u></b></p> <p>Against SOR Clause No. 5.4.4, BS/JIS/DIN Standards or any other International Standards, as per F.E.M, are also acceptable.</p>	<p>The steel materials proposed by us had been used on thousands of STS container cranes for the ports of all over the world.</p>	
61)	<p><b><u>Clause No. 5.5.1 (Page No. 124)</u></b></p> <p><b><u>SCOPE OF ELECTRICAL WORKS:</u></b></p> <p>A Low Power Auxiliary Emergency Unit for operation of Main Hoist, Boom Hoist and Trolley Travel, with manual coupling/decoupling arrangement, is to be provided, at slow speed, for raising or lowering the Spreader (when the Spreader is down in the Ship's cell and required to be raised out) or the Boom, one at a time, in case of non-functioning of any of the above systems, due to Power failure. This unit should also be capable for operation of Gantry Travel, at slow speed, in case of non-functioning of the said system, due to Power failure. One (1) number Diesel Generator, of suitable capacity, is to be provided for the above emergency operations of the RMQC.</p> <p>This Diesel Generator should be equipped with a Rubber Tyre-mounted Undercarriage to move it as per requirement. The said D.G Set will be connected by a Plug and Socket with the Emergency Drive Unit, close to the base of the RMQC.</p>	<p>a) Because the gantry motion shall be driven by inverter, if the emergency unit need to realize the operation of gantry travel at slow speed, the Diesel Generator need to provide the AC power to the hoist/gantry inverter, the gantry emergency operation shall also be realized by inverter, is it OK?</p> <p>b) We interpret the requirement as the safety PLC shall be fully operational during emergency operation.</p> <p>c) Gantry motors will be run by 500 V. A separate system for gantry travel will not be suitable.</p>	<p>Tender condition prevails.</p>

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
62)	<b><u>Clause No. 5.5.2.7 (Page No. 125)</u></b> Circuit Protective Power Distribution Switchgear in ventilated, metal weather protective enclosure, to be installed in the Switchgear Panel in the Machinery House.	The MV switchgear should has no ventilated function, it's a metal closed enclosure.	Tender condition prevails.
63)	<b><u>Clause No. 5.5.2.7 (Page No. 125)</u></b> Capacitor Banks.	All VVVF drives are equipped with capacitors. We propose not to provide separate capacitor bank.	Requirement (or otherwise) of Capacitor Banks would be as per OEM standard, subject to fulfilling the associated work requirements, as specified in the SOR.
64)	<b><u>Clause No. 5.5.5.2 (Page No. 126)</u></b> <u>Power Transformer</u> : 3-phase, 3.3 kV / 415 V, 50 Hz $\pm$ 3%.	Drives and motors run at 500 V.	Tender condition prevails.
65)	<b><u>Clause No. 5.5.6.3 (Page No. 128)</u></b> The temperature inside the Control Room shall be maintained at about 20 degrees Celsius during operation. The Air-conditioner units shall be Split type. A ventilation fan, to cool the inside of the closure, in the event of failure of the Air-conditioner unit, shall be provided.	Sufficient Air conditioner unit will be provided inside E-House. We propose not to provide separate ventilation fan. If ventilation fan provided then E-house will not fully enclosed hence difficult to maintain temperature.	Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 41</b> ].
66)	<b><u>Clause No. 5.5.6.4 (Page No. 128)</u></b> Electrical Control Room shall be provided with Computer Monitor, CPU, Keyboard, Mouse, Printer, etc., connected with the RMQC's PLC. This Computer will function as CMS Station cum Engineering Station (i.e., for troubleshooting of Drives, PLCs, Spreaders, etc.). All troubleshooting Software (including Spreader PLC) should have Licence Keys on USB. All Crane software shall be such that it can be modified and read at any time	a) Does the CMS computer need to be connected with the spreader PLC? We are not sure if the spreader PLC should have Licence Keys on USB. b) Not all software will be editable as some function blocks considered as IP. c) Fault saved on CMS.	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
	with suitable password. CPU will store all type of faults (at least last 100 nos.), which can be assessed and print out of which can be taken on the Printer. The room shall be equipped with suitable size desk and drawers for Computer. A comfortable adjustable chair shall be provided.		
67)	<b><u>Clause No. 5.5.8.3 (Page No. 129)</u></b> Terminations of all Cables shall be made with solderless crimped lugs, with proper numbering. Cables shall be connected only at Terminal Blocks in Panels, Control Boxes, Junction Boxes or at the Terminal of Electrical equipment.	Internal wiring in factory built panels is connected to compression terminals without lugs.	Tender condition prevails.
68)	<b><u>Clause No. 5.5.9.2 (Page No. 130)</u></b> The Motors for Main Hoist, Trolley, Boom Hoist and Gantry should be provided with Class 'H' insulation (temperature rise limited to Class 'B'), special Insulation Features (Dual Coat Winding, Vacuum Pressure impregnation, etc.) and insulated Bearings (for Frame Size > 280) for operation with VVVF drives.	a) Normally, the Motors for Main hoist, Trolley, Boom hoist and Gantry should be provided with Class 'F' insulation (temperature rise limited to Class 'F'), and no insulated Bearings. b) We propose to provide with class 'F' insulation (temperature rise limited to Class 'F') which widely used on the STS crane, and the quotation is based on this. c) Main motors F and F.	Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 42</b> ].
69)	<b><u>Clause No. 5.5.9.3 (Page No. 130)</u></b> Motors for Main Hoist, Trolley Drive, Boom Drive and Gantry Drive shall be provided with over-current, over-speed and over-temperature and single-phasing protections. All exposed moving parts of the Motors shall be adequately guarded. Terminal Blocks shall be provided on the Motors for connecting the Power Cables. Over Speed Sensors for Hoist and Boom Motors.	There are no over speed sensor on trolley and gantry motor, but the inverter has over speed protection function for trolley and gantry by setting the inverter parameter. There are over speed sensors for hoist and boom motor.	Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 43</b> ].

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
70)	<p><b><u>Clause No. 5.5.9.5 (Page No. 131)</u></b></p> <p>For the Main Hoist, Boom Hoist, Trolley Travel Motors and Gantry Travel Motors, Sensors shall be provided to monitor temperatures of Bearings and windings, as applicable.</p>	<p>a) Normally, the motors for Main hoist, boom hoist, trolley and gantry travel have no sensors to monitor temperature of Bearings, just have windings temperature sensor.</p> <p>b) For the Main Hoist, Boom Hoist, Trolley Travel Motors and Gantry Travel Motors, Sensors shall be provided to monitor temperatures of windings without bearing.</p> <p>c) For MH, TR, BH PT100 provided. For GA Sensor for trip only.</p>	Tender condition prevails.
71)	<p><b><u>Clause No. 5.5.10.1.d) (Page No. 131)</u></b></p> <p>The field control I/O Modules shall be installed in the Electrical Room and other places, like Operator's Cabin, Boom Control Station and Long Travel Landside Cabin. These I/O Modules shall be connected by a high-speed LAN (Local Area Network) data link.</p>	<p>i) We propose to allow other ways to communicate to RIO. Communication for PLC should be allowed by fastest communication system available in market.</p> <p>ii) These I/O modules shall be connected by bus communication (Profibus-DP), not a high speed LAN(Local Area Network) .</p>	Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 44</b> ].
72)	<p><b><u>Clause No. 5.5.10.1.e) (Page No. 131)</u></b></p> <p>Communication between the Digital Drives and Programmable Logic Controller shall be linked with a high speed LAN. The extended diagnostic features shall be included by introducing a Crane Management System linking PLC and AC Inverter Drives.</p>	We propose to allow other ways to communicate to RIO. Communication for PLC should be allowed by fastest communication system available in market.	Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 45</b> ].
73)	<p><b><u>Clause No. 5.5.10.1.g) (Page No. 132)</u></b></p> <p>All adjustment of setting for the drives shall be digital and shall be effected through digital keypads with liquid crystal displays, with password, so as to ensure that accurate adjustment can be made by the maintenance staff, if any requirement arise.</p>	No password on keypad. Keypad can be removed from drive.	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
74)	<p><b><u>Clause No. 5.5.10.1.k) (Page No. 132)</u></b></p> <p>Data and information about the behaviour of minimum 8 (eight) different signals during each fault condition, for up to minimum 100 previous faults, shall be retained by the Drives, even if the Power supply is turned off. Diagnostic messages shall be displayed in the LCD Screens of digital keypads.</p>	We propose to allow it up to UPS standby time.	Tender condition prevails.
75)	<p><b><u>Clause No. 5.5.10.2.c) (Page No. 133)</u></b></p> <p>Off position interlocks shall be provided for the Master Switches, so that they have to be returned to the off position of re-starting of RMQC drives after unintentional stopping. Simultaneous operation in the following combinations of motions shall be available :</p> <p>i) Main Hoist motion and Trolley Travel motion. ii) Trolley Travel motion and Gantry Travel motion.</p>	For safety, we suggest trolley travel motion and gantry travel motion not in simultaneous operation.	Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 46</b> ].
76)	<p><b><u>Clause No. 5.5.10.3 (Page No. 133)</u></b></p> <p>The total Power required for Main Hoist, Trolley, Boom Hoist and Gantry Travel is to be split into 2 (two) nos. Rectifiers (comprising of IGBT Devices, together with clean Power Filter and adjustable Power Factor correction), which will supply the power to the common DC Bus. The Inverters for the Drive System will be connected to the common DC Bus. The rating of the above 2 (two) nos. Rectifiers should be so chosen that in the even of 1(one) Rectifier not working, the RMQC will function with reduced speed and performance.</p>	<p>a) Normally there is only one Rectifier for 40t STS, because the capacity of one Rectifier is enough.</p> <p>b) 1) The incoming supply unit is not redundant. However the unit consists of two parts (each part consists of two inverter modules and one filter) were one of the parts can be disconnected allowing the supply unit to supply reduced power. 2) The main hoist inverters are dimensioned according to our requirement, i.e. two inverters and two motors are required for rated load. However one inverter / motor may be disabled so that the hoist can operate at reduced load and reduced speed.</p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
77)	<p><b><u>Clause No. 5.5.10.3 (Page No. 134)</u></b></p> <p>* <b>NOTE:</b> 1 (one) Standby Inverter shall be provided for the 2 (two) Inverters for Hoist-1:Gantry-1 and Hoist-2:Gantry-2 while 1 (one) Standby Inverter shall be provided for the Inverter for Trolley-Boom. Suitable mechanism shall be provided for easy switch over to the Standby Inverters, as per requirement.</p>	<p>a) Normally there is no standby inverter for hoist/gantry and trolley/boom inverters.</p> <p>b) Standby inverter can be offered as option.</p>	Tender condition prevails.
78)	<p><b><u>Clause No. 5.5.11.2.C) (Page No. 136)</u></b></p> <p>The following instruments shall be provided on the doors of controls cubicles inside the Electric Control Room:</p> <p>i) Volt, Current &amp; Frequency Meters to monitor incoming Power supply as well as the input Electrical supply for Hoist, Trolley/Boom and Gantry System.</p> <p>ii) Kilowatt-hour Meter to measure the energy consumption of the RMQC.</p>	Because there is a multi-function meter on the MV switchgear which can measure the energy consumption of the RMQC, so there is no Kilowatt-hour meter on the doors of controls cubicles inside the electric control room.	Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 47</b> ].
79)	<p><b><u>Clause No. 5.5.13.2 (Page No. 137)</u></b></p> <p>The Flexible Cable shall consist of 4 Power + 2 Earth Core Tinned Copper Conductors of adequate length.</p>	<p>a) The flexible MV cable shall consist of 3 power + 3 Earth Core Tinned Copper Conductors.</p> <p>b) For the cable reel flexible Cable normally will be consisted of 3 Power + 3 Earth Core.</p>	Tender condition prevails.
80)	<p><b><u>Clause No. 5.5.16.1 (Page No. 138)</u></b></p> <p>All lighting, including flood lights, LED lights, fluorescent lights, aviation lights, etc., will be provided by 240 V, Single Phase Supply. Flood lights shall be provided with metal halide lamps.</p>	We propose to use LED floodlights not metal halide lamps for more energy saving purpose.	Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 50</b> ].

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
81)	<p><b><u>Clause No. 5.5.16.3 (Page No. 139)</u></b></p> <p>vi) Walkways, Stair and Access Ladder: Minimum 80 Lux.</p>	<p>i) Walkways, Stair and Access Ladder: We propose that average 80 Lux instead of Minimum 80 LUX requirement.</p> <p>ii) In general, Walkways, Stair and Access Ladder: Minimum 50 Lux. And all minimum illumination shall be average value.</p>	Tender condition prevails.
82)	<p><b><u>Clause No. 5.5.17.1 (Page No. 139)</u></b></p> <p>The RMQC shall be equipped with Fail Safe PLC System, with Fail Safe Digital Inputs and Outputs for all operational Inputs and Outputs. Such Fail Safe PLC system shall have Cold Standby CPU also.</p>	The RMQC shall be equipped with Fail Safe PLC System, with Fail Safe Digital Inputs and Outputs just for emergency stop pushbutton, over travel limit switch, over speed sensor etc Inputs and Outputs, not for all operational Inputs and Outputs.	Tender condition prevails.
83)	<p><b><u>Clause No. 5.5.18 (Page No. 141)</u></b></p> <p><b><u>COMPUTER AIDED OPERATIONS SYSTEM:</u></b></p> <p>5.5.18.1 Computer aided operations system shall be incorporated in the design to enable the Operator to perform semi-automatic Hoist Trolley operation in a safe manner. The basic control of the RMQC shall be designed in such a way that the system is not totally dependent on the Electronic/Computer gadgets and manual operation, bypassing Electronic/Computer aided system can be resorted to, without hampering the safety of the RMQC operation.</p> <p>5.5.18.2 The semi-automatic system shall allow the Operator to locate the Spreader onto a Container, hoist it to a pre-set height and then choose the auto-motion. Hoist-trolley cycle will be carried out automatically to pre-set parameters.</p>	<p>We recommend to delete the requirement of "Electronic Anti-Sway &amp; Computer Aided Operations System".</p> <p>The requirement for the "Electronic Anti-Sway &amp; Computer Aided Operations System" is required much investment cost and frequently maintenance.</p> <p>But the performance is lower than skilled operator. It is useful for a raw beginner of operator.</p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
	Final lowering of the Spreader and unlocking of the Twist Locks shall be carried out by the Operator. At any time, the Operator shall be able to manually take over the operations and the system shall respond to his actions.		
84)	<p><b><u>Clause No. 5.5.19 (Page No. 141)</u></b></p> <p><b><u>STANDARDS:</u></b></p> <p>Manufacture and installation of all Electrical equipment shall conform to applicable Electricity Rules and minimum requirements of the following Indian Standards. Equivalent International Standards (e.g. FEM/BS/JIS/DIN/IEC, etc.), approved by classification societies, are also applicable.</p>	<p>a) Manufacture and installation of all Electrical equipment shall conform to applicable Electricity Rules and minimum requirements of the IEC Standards.</p> <p>b) Supplied Electrical equipment as per</p> <p>ISO 9001 Quality management systems</p> <p>ISO 14001 Environmental management systems</p> <p>EN ISO 12100, Safety of machinery – Basic concepts, general principles for design</p> <p>EN ISO 13849-1, Safety of machinery - Safety-related parts of control systems - Part 1: General principles of design.</p> <p>EN ISO 13849-2, Safety of machinery - Safety-related parts of control systems - Part 2: Validation</p> <p>IEC 60204-32, Safety of machinery - Electrical equipment of machines - Part 32: Requirements for hoisting machines</p> <p>IEC 61346-2 Structuring principles and reference designations.</p> <p>EN 15011 Cranes - Bridge and gantry cranes.</p> <p>EN 15135, Cranes - Safety - Design Requirements for equipment</p>	<p>Design of the RMQC should be as per FEM, as stated in the bidding documents. However, the Schedule Of Requirements (SOR) [Section - IX] of the bidding documents needs to be considered in entirety.</p> <p>Hence, tender condition prevails.</p>



Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
85)	<b><u>Clause No. 5.6.3.6 (Page No. 143)</u></b> Internal surfaces of non-sealed, accessible box sections shall be suitably protected from corrosion. Typically, this may be a similar paint system to the external surfaces, with a thicker intermediate coat, but excluding the final decorative coat.	We suggest to use water based painting for internal surfaces instead of the similar paint system to the external surfaces. In order to avoid the dangerous facts, and reduce the hurt to painting workers, and reduce the discharge of VOC. Protect the environment reduce the pollution. Please find attached water based painting document.	Tender condition prevails.
86)	<b><u>Clause No. 5.6.3.10 (Page No. 143)</u></b> All moving parts shall be painted with Yellow and Black cross stripes, so as to attract the attention of any person standing in the vicinity. Also, the Yellow paint should be of fluorescent type, to enable night time identification.	We suggest to use normal yellow paint, because the fluorescent type is not durable for all whether condition, it will be fade after three to six months.	Tender condition prevails.
87)	<b><u>Clause No. 5.10 (Page No. 155)</u></b> <u>List of Manufacturer</u>	a) <u>MAKE LIST</u> - Control/Electrical Parts - TMEIC Geared Motors - SEW/NORD/SIEMENS/ROSSI Buffer - OLEO/ENIDYNE/KOBA Lift - Kone/Ailmach Rail Clamp - Hilmar/Rima b) <u>LOM</u> - Gantry, Main Hoist, Boom Hoist & Trolley Brakes - BUBENZER/SIBRE-SIEGERLAND/ICAN Bearings - SKF/FAG/NTN/NSK Motors for Gantry, Main Hoist, Boom Hoist & Trolley; All Rectifiers; All Control Systems (Drives); All Automation Modules and RMC PLC - ABB/SIEMENS (Integrated by Seoho-Korea)/YASKAWA	Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 53</b> ].

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
88)	<b><u>ADD</u></b> <b>Spreader cable reel control panel location</b>	The spreader cable reel control panel (if needed) location will affect the festoon cable design, it is our understanding the spreader cable reel control panel (if needed) will be installed inside operator cabin.	Already clarified in 5.3.3.5 B) iv) & v). Hence, tender condition prevails.
89)	<b><u>ADD</u></b> <b>High voltage cable pit location</b>	The high voltage feeding pit location will affect the high voltage cable length. Because lack of the location drawing, we assume this pit will be located at the middle point of the whole gantry travel length. And it is near the waterside gantry rail.	The pit for Junction Box for Feeder and Trailing Cables would be located at the middle point of the Crane Travel Distance (Ref.: SOR Clause No. 5.1.2.1), near the Landside Gantry Rail. For this, an additional length of 40 m of Trailing Power Cable of the RMQC is to be considered by the Contractor.  Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: Sl. Nos. 40 & 48].
90)	<b><u>ADD</u></b> <b>Drive and control system</b>	We propose to use Siemens Drives and PLC, the others will be supplied and integrated by us. All designing, installation, wiring (panel), commissioning will be carried out by our engineer. On-site warranty service is also our responsibility.	The Schedule Of Requirements (SOR) [Section - IX] of the bidding documents and <b>Addendum - "I"</b> need to be considered in entirety.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
<b><u>General Conditions of Contract (GCC) [Section - X]</u></b>			
91)	<b><u>Clause No. 6.8.1 (Page No. 169)</u></b> <b>Patent Rights</b> <p>The Contractor shall fully indemnify KoPT against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, design, trademark or name, copyright or other protected rights in respect of any machine, plant, work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the Contractor in India, or elsewhere.</p>	<p>We propose to add the following sub Clause at <u>the end of this Clause</u>:</p> <p>Similarly, in the event, if any information provided by the Employer to the Contractor violates or alleges to violate the IPR (Intellectual property rights) of any third party, the Employer shall indemnify and hold harmless the Contractor from any such resulting effects arising directly or indirectly out of such violation of IPR (Intellectual property rights).</p> <p><u>Please confirm.</u></p>	Tender condition prevails.
92)	<b><u>Clause No. 6.9.1 (Page No. 170)</u></b> <b>Stamp duty &amp; other expenses</b> <p>All the costs, charges and expenses to be incurred in connection with <b>Contract Agreement, Indemnity Bond, Bank Guarantees, Integrity Pact</b>, etc., including stamp duty, shall be borne by the Contractor.</p>	<p>Since we are a professional crane maker while unfamiliar to Indian Tax or charges. Therefore, our price shall be exclusive of all taxes, duties, STAMP DUTY, SERVICE TAX, charges, VAT, CIT, Withholding tax if any, all levies that might be occurred in India. These shall be added additionally where applicable.</p>	Tender condition prevails.
93)	<b><u>Clause No. 6.21.1.1 (Page No. 174 &amp; 175)</u></b> <b>Performance Guarantee/Security Deposit with respect to the RMQC:</b> <p>Within <b>28 (twenty-eight) days</b> of issuance of “Letter of Acceptance (LOA)”, the Contractor shall have to provide an irrevocable and unconditional Bank Guarantee, from a Nationalized Bank/Scheduled Bank in India, in the amount, <b>10%</b> of the contract value [as defined at <b>GCC Clause No. 6.1.4 a)</b>].</p>	<p><u>We propose:</u></p> <p>Within 28 (twenty-eight) days of issuance of “Letter of Acceptance (LOA)” and after signing of the Contract Agreement and payment of Advance Amount, the Contractor shall have to provide an irrevocable and unconditional Bank Guarantee, from a Nationalized Bank /Scheduled Bank in India, in the amount, <b>5% (five)</b> of the contract value [as defined at <b>GCC Clause No. 6.1.4 a)</b>].</p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
	<p>This Performance Bank Guarantee should be kept valid and enforceable till a date, covering <b>at least 3 (three) months</b> beyond the date of expiry of the Defect Liability Period of the RMQC. In case the actual duration of the Defect Liability Period of the RMQC is required to be extended, the validity of this Bank Guarantee shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended duration of the Defect Liability Period of the RMQC.</p>	<p>This Performance Bank Guarantee should be kept valid and enforceable till the expiry of the Defect Liability Period of the RMQC. In case the actual duration of the Defect Liability Period of the RMQC is required to be extended, the validity of this Bank Guarantee shall have to be extended till the expiry of such extended duration of the Defect Liability Period of the RMQC.</p> <p>If the Performance Bank Guarantee (PBG) needs to be extended for reasons not attributable to the Contractor, then the additional cost of such extension of the PBG needs to borne by the Employer.</p> <p><u>Please confirm.</u></p>	
94)	<p><b><u>Clause No. 6.21.1.2 (Page No. 175 &amp; 176)</u></b></p> <p><b>Performance Guarantee/Security Deposit with respect to Steel structures and painting (including anti-corrosion application, if any) of the RMQC:</b></p> <p>At least <b>28 (twenty-eight) days</b> before the scheduled expiry of the Defect Liability Period of the RMQC or any extension thereof, the Contractor shall have to provide an irrevocable and unconditional Bank Guarantee, from a Nationalized Bank/Scheduled Bank in India, in the amount, <b>5% of the contract value [as defined at GCC Clause No. 6.1.4 a)]</b>.</p> <p>This Performance Bank Guarantee should be kept valid and enforceable till a date, covering <b>at least 3 (three) months</b> beyond the date of expiry of the Defect Liability Period of Steel structures and painting (including anti-corrosion application, if any) of the RMQC. In case the actual duration of</p>	<p><u>We propose:</u></p> <p>The Bidder shall be submitting a Performance Bank Guarantee against the successful attainment of the Performance obligations under the terms of this Contract.</p> <p>Hence, this additional BG obligation should not be imposed on the Bidder.</p> <p><u>Please confirm.</u></p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
	the Defect Liability Period of Steel structures and painting (including anti-corrosion application, if any) of the RMQC is required to be extended, the validity of this Bank Guarantee shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended duration of the Defect Liability Period of Steel structures and painting (including anti-corrosion application, if any) of the RMQC.		
95)	<p><b><u>Clause No. 6.23.4 (Page No. 179)</u></b></p> <p><b>Assignment and sub-contracting</b></p> <p>The Contractor shall not assign their right and interest in these presents nor assume a fresh partner or partners, dissolve the partnership existing between them in reference to this contract, without the prior written permission of the Employer.</p>	In reverse the buyer shall not assign their right and interest in these presents nor assume a fresh partner or partners, dissolve the partnership existing between them in reference to this contract, without the prior written permission of the contractor as well.	Tender condition prevails.
96)	<p><b><u>Clause No. 6.27.1 (Page No. 181)</u></b></p> <p><b><u>Supply of water:</u></b></p> <p>Drinking water supply at the <b>Contractor's site office, store, workshop, assembly/erection yard, etc.</b> will be given on <b>chargeable basis</b>. For this, the Contractor shall have to make <b>all arrangements, including installation of Water Meter and laying of pipelines from the source(s) identified by KoPT, at their cost</b>. The Contractor will be responsible for maintenance and calibration of such water meter also. Billing will be done on the basis of actual consumption recorded through water meter at the rate <b>INR 38.65 (including overhead charges @ 19.25%) per KL of Fresh Water [As directed by TAMP (Tariff Authority for Major Ports)], with escalation @ 5% per annum.</b></p>	<p><b><u>We propose:</u></b></p> <p>Drinking water supply for Contractor's site office, store, workshop, assembly/erection yard, etc. shall be provided by the Employer, free of charge, at a single point within the site. For this, the Contractor shall have to make all arrangements, including installation of Water Meter and laying of pipelines from the source(s) identified by KoPT, at their cost.</p> <p>The Owner shall provide the construction water access point within 45 days from Letter of Award. (LOA).</p> <p><b><u>Please confirm.</u></b></p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
97)	<p><b><u>Clause No. 6.27.2 (Page No. 181 &amp; 182)</u></b></p> <p><b><u>Supply of Electricity:</u></b></p> <p>Supply of Electricity at the Contractor's site office, store, workshop, assembly/erection yard, etc. will be on chargeable basis. The Contractor shall have to make all arrangements, including installation of Energy Meter and laying of Cables from the source(s) identified by KoPT, at their cost. The Contractor will be responsible for maintenance and calibration of such Energy Meter also. Electricity charges will be determined on the basis of Chargeable Unit (kWh) [actual Unit (kWh) consumed (recorded through Energy Meter) plus 3% on actual Unit consumed (for cost of transmission loss)] and applicable rate of West Bengal State Electricity Distribution Company Limited (WBSEDCL). Billing will be done on the basis of Electricity charges and overhead charges @ 19.25% [on the aforesaid Electricity charges] as per the notifications of Tariff Authority of Major Ports (TAMP).</p>	<p><u>We understand that:</u></p> <p>The Employer shall provide Construction power at a single point at the site, within 45 days from Letter of Award. (LOA).</p> <p>Further distribution of the same shall lie with the Contractor.</p> <p><u>Please confirm.</u></p>	<p>Electricity charges will be applicable as per prevalent tariff of West Bengal State Electricity Distribution Company Limited (WBSEDCL) [for Commercial (Urban), under low and medium voltage consumers] plus Port overhead charges @ 19.25%. The said tariff is available at the website of WBSEDCL (<a href="https://www.wbsedcl.in/">https://www.wbsedcl.in/</a>).</p>
98)	<p><b><u>Clause No. 6.28.6 (Page No. 183 &amp; 184)</u></b></p> <p><b>Use of ground and land/covered space for Contractor's establishment</b></p> <p><b>Maximum 45 (forty-five) days of Berth site occupation</b> will be allowed for erection &amp; commissioning of the new RMQC on the designated Berth. The bidder shall furnish "Method Statement", in this regard, within 2 (two) months from the date of award of contract. If the Contractor occupies the Berth site beyond the stipulated period of 45 (forty-five) days, a penalty @ Rs. 5.00 Lakh per day or part thereof will be imposed for the extra days beyond 45 (forty-five) days, subject to a maximum penalty of 5% of the total contract value.</p>	<p>There three type of LD, one is for crane, one is for other jobs, one is for Berth site occupation. As we understand all of these delay or LD total amount shall not exceed 10% of the contract price.</p>	<p>Tender condition prevails.</p>

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
99)	<p><b><u>Clause No. 6.30.1 (Page No. 184)</u></b></p> <p><b>Contractor to prepare working/progress drawings</b></p> <p>The Contractor shall provide and make, at his own expense, any working or progress drawings, required by him or necessary for the proper execution of the works, and shall, when required, furnish copies of the same, free of cost, to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer, in any way, whatsoever.</p>	<p><u>We understand that:</u></p> <p>Except as otherwise provided in the Contract, within 14 days of receipt of any drawings or documents required to be submitted by the Contractor to the Employer, for approval under the Contract, the Employer shall either return one copy thereof to the Contractor's Representative with its approval endorsed or shall notify the Contractor of its disapproval thereof along with comments and queries.</p> <p>If the Employer fails to approve or disapprove (by giving reasons of such disapproval) the Contractor's drawings / documents within fourteen (14) days of such submission by the Contractor to the Owner or to his representative at site, the Contractor's drawings / document shall be deemed to be approved by the Employer and the Contractor shall proceed accordingly.</p> <p><u>Please confirm.</u></p>	<p>Design Appraisal of the RMQC, with respect to Structural Design &amp; Stability, Wheel Load Calculation and Power Calculation, shall be completed by the Third Party Inspection Agency (TPIA) [to be appointed by the Employer], within 45 (forty-five) days of submission of all necessary documents and drawings [including General Arrangement (GA) Drawing], complete in all respect, by the Contractor to the TPIA (with a copy to the "Engineer").</p> <p>Appraisal of System Engineering/System Design (supported by the relevant Drawings) of the individual systems of the RMQC shall be completed by the TPIA within the same period of 45 (forty-five) days, provided the requisite documents and drawings, complete in all respect, are submitted together with the ones for Design Appraisal. Else, appraisal of the same shall be completed by the TPIA within 15 (fifteen) days from the date of submission of the requisite documents and drawings, complete in all respect, for the corresponding system(s).</p> <p>Recommendation of Quality Assurance Plan (QAP) and Field Quality Assurance Plan (FQAP) shall be completed by the TPIA within 15 (fifteen) days of submission of QAP &amp; FQAP, complete in all respect, by the Contractor. Such QAP &amp; FQAP, duly recommended by the TPIA, shall be approved by the "Engineer", within 15 (fifteen) days after receipt of the same from the TPIA.</p>

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
100)	<p><b><u>Clause No. 6.31.1 (Page No. 184)</u></b></p> <p><b>Contractor's price is inclusive of all costs</b></p> <p>Unless otherwise specified, the Contractor shall be deemed to have included in his bid/offer all his cost for supplying and providing all constructional plant, temporary work, materials (both for temporary and permanent works), labour (including supervision thereof), transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.</p>	<p>Since we are a professional crane maker while unfamiliar to Indian Tax or charges. Therefore, our price shall be exclusive of all taxes, duties, STAMP DUTY, SERVICE TAX, charges, VAT, CIT, Withholding tax if any, all levies that might be occurred in India. These shall be added additionally where applicable.</p>	Tender condition prevails.
101)	<p><b><u>Clause No. 6.39.1 (Page No. 186)</u></b></p> <p><b>Contractor to indemnify the Trustees against all claims for loss, damage, etc.</b></p> <p>The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:</p>	<p>Since we are a professional crane maker while unfamiliar to Indian Tax or charges. Therefore, our price shall be exclusive of all taxes, duties, STAMP DUTY, SERVICE TAX, charges, VAT, CIT, Withholding tax if any, all levies that might be occurred in India. These shall be added additionally where applicable.</p>	Tender condition prevails.
102)	<p><b><u>Clause No. 6.57.1 (Page No. 199)</u></b></p> <p><b>Preliminary time to commence work and maintenance of steady rate of progress</b></p> <p>The Contractor shall commence the work within 7 (seven) days of the receipt of Engineer's letter informing acceptance of the Contractor's bid/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the "Form of Tender" or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representative, time being deemed the essence of the contract on the part of the Contractor.</p>	<p><u>We propose:</u></p> <p>The Date of Contract Effectiveness shall be the latest of the occurrence of the following events :-</p> <ol style="list-style-type: none"> <li>15 (fifteen) days from the date of issue of Letter of Acceptance (LOA) or</li> <li>Date of signing of contract or</li> <li>Date of Payment of the Advance Amount or</li> <li>Date of handing over of the site required for mobilization by the Contractor.</li> </ol> <p><u>Please confirm.</u></p>	Tender condition prevails.



Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
103)	<p><b><u>Clause No. 6.61.1 (Page No. 200)</u></b></p> <p><b>Materials and works</b></p> <p>Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.</p>	<p><u>We understand:</u></p> <p>If, after Effective Date of Contract Agreement, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor, the Contract Price and time of completion shall be correspondingly increased.</p> <p><u>Please confirm.</u></p>	Tender condition prevails.
104)	<p><b><u>Clause No. 6.62.1 (Page No. 200)</u></b></p> <p><b>Contractor to submit samples for approval</b></p> <p>Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the Contractor's cost.</p>	<p>Please clarify what is does 'the sample' mean?</p>	<p>Requirement of approval of sample(s), if any, would be based upon the SOR, the QAP and the FQAP, as applicable.</p> <p>However, tender condition prevails.</p>
105)	<p><b><u>Clause No. 6.63.1 (Page No. 200)</u></b></p> <p><b>Contractor to seek approval of Engineer or his Representative before covering up any portion of work</b></p> <p>No work shall be covered up and put out of view by the Contractor without approval of the Engineer or his Representative and whenever required by him, the Contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected, to the satisfaction of the Engineer, all at the cost of the Contractor.</p>	<p><u>We understand:</u></p> <p>The Contractor shall be providing the Employer with a pre-notice of 7 days, an inspection call to inspect the Work carried out by the Contractor (before uncovering of the same).</p> <p>If the Employer fails to depute his representative, despite of being provided with a pre-Notice by the Contractor, then the work executed by the Contractor shall be considered to be deemed accepted and the Contractor shall be allowed to carry on with his subsequent activity including covering up of the site.</p> <p><u>Please confirm.</u></p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
106)	<p><b><u>Clause No. 6.67.1 (Page No. 202)</u></b></p> <p><b>Completion period</b></p> <p>All the jobs, as per contract (as detailed below), are to be completed within <b>12 (twelve) months from the date of award of contract</b></p>	<p>a) <u>We propose:</u></p> <p>All the jobs, as per contract (as detailed below), are to be completed within 15 (Fifteen) months from the date of award of contract.</p> <p>b) Due to the control system will be Siemens and ABB, the delivery time (from sub-supplier) is very long for us. We apply one month grace period for the total completion period if possible.</p>	Tender condition prevails.
107)	<p><b><u>Clause No. 6.67.1 (Page No. 202)</u></b></p> <p><b>Completion period</b></p> <p>(c) Training of various categories of personnel.</p>	Please specify the numbers of Person to be trained and the required days & hours of Training.	Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. Nos. 51 &amp; 52</b> ].
108)	<p><b><u>Clause No. 6.69.1 (Page No. 203)</u></b></p> <p><b>Defect Liability Period (DLP)</b></p> <p>"Defect Liability Period" of the RMQC (except for the items listed in <b>GCC Clause No. 6.69.4</b>) shall mean the <b>Guarantee Period</b>, which starts from the date of taking over the RMQC [as per <b>GCC Clause No. 6.68 (Taking over of the RMQC by KoPT)</b>] and will continue till expiry of <b>24 (twenty-four) months, calculated from the date of taking over the RMQC</b>, provided the punch items are closed within 6 (six) weeks from the date of taking over the RMQC by HDC, KoPT [as stated in <b>GCC Clause No. 6.68.2</b>].</p> <p>However, if the punch items are not closed within 6 (six) weeks from the date of taking over the RMQC by HDC, KoPT [as mentioned in <b>GCC Clause No. 6.68.3</b>], the "Defect Liability Period" of the RMQC (except for the items listed in <b>GCC Clause No. 6.69.4</b>) shall start from the date of taking over the RMQC and will continue till expiry of <b>24 (twenty-four) months, calculated from the date of closure of all punch items</b>.</p>	<p>a) <u>We understand:</u></p> <p>"Defect Liability Period" of the RMQC (including Steel structures and painting (including anti-corrosion application, if any) of the RMQC) shall mean the <b>Guarantee Period</b>, which starts from the date of taking over the RMQC [as per <b>GCC Clause No. 6.68 (Taking over of the RMQC by KoPT)</b>] and will continue till expiry of 12 (Twelve) months, calculated from the date of taking over the RMQC or 18 months from the date of Completion of major supply (i.e on 90 % Supply completion), whichever occurs earlier.</p> <p><u>Please confirm.</u></p> <p>b) As we understand the DLP will be start from hand over and will continue till expiry of 24 months in any way. The punch list which not affect the function of crane or affect the operation should not be a reason as a delay for any issues.</p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
	<p><b><u>Clause No. 6.69.2 (Page No. 203 &amp; 204)</u></b></p> <p><b>Defect Liability Period (DLP)</b></p> <p>“Defect Liability Period” of the Steel structures and painting (including anti-corrosion application, if any) of the RMQC shall mean the Guarantee Period, which starts from the date of taking over the RMQC [as per GCC Clause No. 6.68 (Taking over of the RMQC by KoPT)] and will continue till expiry of 60 (sixty) months, calculated from the date of taking over the RMQC, provided the punch items are closed within 6 (six) weeks from the date of taking over the RMQC by HDC, KoPT [as stated in GCC Clause No. 6.68.2].</p> <p>However, if the punch items are not closed within 6 (six) weeks from the date of taking over the RMQC by HDC, KoPT [as mentioned in GCC Clause No. 6.68.3], the “Defect Liability Period” of the Steel structures and painting (including anti-corrosion application, if any) shall start from the date of taking over the RMQC and will continue till expiry of 60 (sixty) months, calculated from the date of closure of all punch items.</p>		
109)	<p><b><u>Clause No. 6.69.3 (Page No. 204)</u></b></p> <p><b>Defect Liability Period (DLP)</b></p> <p>During this period, the Contractor shall nominate 1 (one) competent, experienced and responsible technical person, to co-ordinate and execute all works to be attended by the Contractor, as per contractual obligations, without any extra cost to HDC, KoPT.</p>	<ol style="list-style-type: none"> <li>1. What does the "Period" refer to? Does it mean "Defect Liability Period of RMQC", calculated from the date of taking over the RMQC to the expiry of 24 months?</li> <li>2. Should the "Technical Person" always stay at HDC site to co-ordinate and execute works to be attended by Contractor during the Period?</li> </ol>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
110)	<p><b><u>Clause No. 6.69.4 (Page No. 204)</u></b></p> <p><b>Defect Liability Period (DLP)</b></p> <p>The “Defect Liability Period” (Guarantee Period) for the following items (if installed in the RMQC) will start from the date of taking over the RMQC [as per GCC Clause No. 6.68 (Taking over of the RMQC by KoPT)] and will continue till expiry of <b>12 (twelve) months</b>, calculated from the date of taking over the RMQC or the date of closure of all punch items [if the punch items are not closed within 6 (six) weeks from the date of taking over the RMQC by HDC, KoPT {as mentioned in GCC Clause No. 6.68.3}], as the case may be:</p> <p>a. Lamps, b. Ballasts, c. ‘O’ Rings, d. Rubber Bush, e. Spring for Resilient Coupling.</p>	<p><u>We understand:</u></p> <p>The “Defect Liability Period” (Guarantee Period) for the following items (if installed in the RMQC) will start from the date of taking over the RMQC [as per GCC Clause No. 6.68 (Taking over of the RMQC by KoPT)] and will continue till expiry of 12 (twelve) months, or 18 months from the date of Completion of major supply (i.e on 90 % Supply completion), whichever occurs earlier, as the case may be:</p> <p>a. Lamps, b. Ballasts, c. ‘O’ Rings, d. Rubber Bush, e. Spring for Resilient Coupling.</p> <p><u>Please confirm.</u></p>	Tender condition prevails.
111)	<p><b><u>Clause No. 6.70.1 (Page No. 205)</u></b></p> <p><b>Defects after taking over</b></p> <p>In neither case shall the Defect Liability Period be extended beyond <b>36 (thirty-six) months</b> [from the date of taking over the RMQC or from the date of closure of all punch items, as the case may be] for the <b>RMQC</b> and beyond <b>72 (seventy-two) months</b> [from the date of taking over the RMQC or from the date of closure of all punch items, as the case may be] for the <b>Steel structures and painting (including anti-corrosion application, if any).</b></p>	<p><u>We understand:</u></p> <p>In no case shall the Defect Liability Period be extended beyond 18 (eighteen) months [from the date of taking over the RMQC or 24 (twenty four) months from the date of Completion of major supply (i.e on 90 % Supply completion), whichever occurs earlier, for the RMQC (including the Steel structures and painting (including anti-corrosion application, if any)).</p> <p><u>Please confirm.</u></p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
112)	<p><b><u>Clause No. 6.71.2.i) (Page No. 206 &amp; 207)</u></b></p> <p><b>Liquidated Damage</b></p> <p>In case of handing over the RMQC after the scheduled completion period, <b>Liquidated Damage @ ½% of the price of Design, Manufacture, Supply, Installation, Testing &amp; Commissioning of the RMQC [i.e. the price against Price Schedule Sl. Nos. 1 &amp; 2]</b> for every week or part thereof, beyond the scheduled date of completion, will be deducted from the Contractor's bill. Provided always the amount of such compensation shall not exceed <b>10%</b> of the cost of Design, Manufacture, Supply, Erection, Testing &amp; Commissioning of the Stacker-cum-reclaimer [i.e. the price against Price Schedule Sl. Nos. 1 &amp; 2].</p>	<p>a) <u>We understand:</u></p> <p>In case of handing over the RMQC after the scheduled completion period, Liquidated Damage @ ½ % of the price of Design, Manufacture, Supply, Installation, Testing &amp; Commissioning of the RMQC [i.e. the price against Price Schedule Sl. Nos. 1 2 and 3] for every week or part thereof, beyond the scheduled date of completion, will be deducted. Provided always the amount of such compensation shall not exceed 5 % (Five percent) of the cost of Design, Manufacture, Supply, Erection, Testing &amp; Commissioning of the Stacker-cum-reclaimer [i.e. the price against Price Schedule Sl. Nos. 1, 2 and 3].</p> <p>Any deduction of LD due to delay, if applicable, shall be deducted from the last stage of payment and not from the interim payments and only when it has been established that the Contractor is solely responsible for the delay.</p> <p><u>Please confirm.</u></p> <p>b) There three type of LD, one is for crane, one is for other jobs, one is for Berth site occupation. As we understand all of these delay or LD total amount shall not exceed 10% of the contract price.</p>	<p>Tender condition prevails.</p>

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
113)	<p><b><u>Clause No. 6.72.1 (Page No. 207)</u></b></p> <p><b>Contract Price</b></p> <p>Price charged by the Contractor for the related services performed under the contract shall not vary from the rates accepted by the Employer, based on the bid/offer of the successful bidder and stated in the “Letter Of Acceptance”, with the exception of any price adjustment, if provided for in the contract.</p>	<p><u>We propose:</u></p> <p>The Contractor shall be eligible for suitable Price Variation against the Supply, Civil and Installation Works carried out during the Contractual Period as per the mutually agreed Price Variation formulae.</p> <p>Similarly, if the duration of the Contract is extended for reasons not attributable to the Contractor, then the Contractor shall also be eligible for Price Variation during the extended period of stay.</p> <p>The other terms and conditions shall also be re-negotiated if the duration of extended period of the contract exceeds 3 (three) months beyond initially agreed schedule for reason not attributable to the Contractor.</p> <p><u>Please confirm.</u></p>	Tender condition prevails.
114)	<p><b><u>Clause No. 6.72.2 (Page No. 207)</u></b></p> <p><b>Contract Price</b></p> <p>Changes in statutory taxes &amp; duties will be adjusted time to time.</p>	<p>a) <u>We understand:</u></p> <p>If any rate of tax is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Contract including any extension thereof, which was or will be assessed on the Contractor, Sub-Contractors or their employees in connection with performance of the Contract, an adjustment of the Contract Price shall be made hereof, by addition to the Contract Price or deduction there from, as the case may be.</p> <p><u>Please confirm.</u></p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
		<p>b) Since we are a professional crane maker while unfamiliar to Indian Tax or charges. Therefore, our price shall be exclusive of all taxes, duties, STAMP DUTY, SERVICE TAX, charges, VAT, CIT, Withholding tax if any, all levies that might be occurred in India. These shall be added additionally where applicable.</p>	
115)	<p><b><u>Clause No. 6.72.3 (Page No. 207 &amp; 208)</u></b></p> <p><b>Contract Price</b></p> <p>No claim whatsoever of the Contractor for their man &amp; material resources remaining idle for any reason or for any other expenses incurred by them due to the flow of work not being continuous or for stoppage of work, will be entertained by the Employer.</p>	<p><u>We understand:</u></p> <p>No claim whatsoever of the Contractor for their man &amp; material resources remaining idle or for other expenses incurred by them due to the flow of work not being continuous or for stoppage of work for reasons solely attributable to the Contractor , will be entertained by the Employer.</p> <p>However the Contractor shall be eligible for suitable compensation in respect of both time and cost, if the Contractor's man, machinery &amp; material resources remaining idle for reasons not attributable to the Contractor.</p> <p><u>Please confirm.</u></p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
116)	<p><b><u>Clause No. 6.73.3 (Page No. 208)</u></b></p> <p><b>Terms of payment</b></p> <p><b>Letter of Credit</b> will be opened by HDC, KoPT, within 15 (fifteen) days of signing Contract Agreement and submission of Performance Bank Guarantee and submission of Integrity Pact by the Contractor, on an Indian Bank having Branch at Contractor's place and payment will be released stage-wise as indicated below:</p>	<p><u>We understand:</u></p> <p>Letter of Credit (i.e LC) (revolving, irrevocable and at sight) will be opened by HDC, KoPT, within 15 (fifteen) days of signing Contract Agreement and submission of Performance Bank Guarantee and submission of Integrity Pact by the Contractor, on an Indian Bank having Branch at Contractor's place and payment will be released stage-wise as indicated.</p> <p>The LC shall be further enhanced on quarterly basis as per the requirement projected by the Contractor for the subsequent quarters.</p> <p>Cost of establishing and enhancement of LC shall be borne by the Owner.</p> <p>All payments related to Supply and Installation Works shall be made through the Letter of Credit opened by HDC, KoPT.</p> <p><u>Please confirm.</u></p>	<p>Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 61</b>].</p>
117)	<p><b><u>Clause No. 6.73.3.1, 6.73.3.2 &amp; 6.73.3.3 (Page No. 208, 209 &amp; 210)</u></b></p> <p><b>Terms of payment</b></p> <p>i) Payment for <b>70% amount</b> will be made - against receipt of the RMQC, at the designated Berth site, in good condition (duly certified by Marine Insurance Company), verification &amp; certification of the same by the Engineer (supported by Third Party Inspection Certificate) and production of necessary Insurance document(s) by the Contractor [if the RMQC is shipped in assembled condition to HDC, KoPT]</p>	<p>a) <u>We propose:</u></p> <p>i) 10% (Ten percent) of the Contract Price towards supply and / or erection of RMQC shall be paid as interest free advance which shall be released within 30 days from the date of issue of Letter of Intent and on submission of corresponding invoice and Advance Bank Guarantee of Equivalent Amount.</p> <p>ii) Payment for 80 % (Eighty percent) amount will be made - against (on prorated Basis) despatch of the RMQC, to the designated Berth site, in good condition (duly certified by Marine Insurance Company),</p>	<p>Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 62</b>].</p>



Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
	<p>Or,</p> <p>against installation/erection of the RMQC at the designated Berth site, verification &amp; certification of the same by the Engineer (supported by Third Party Inspection Certificate) and production of necessary Insurance document(s) by the Contractor [if the RMQC is assembled and erected at HDC's premises].</p> <p>ii) Payment for <b>20% amount</b> will be made, after successful completion of installation, testing &amp; commissioning and taking over (as per <b>GCC Clause No. 6.68</b>) of the RMQC.</p> <p>iii) Payment for <b>10% amount</b> will be made after completion of all jobs as per contract and on verification of performance of the RMQC, duly certified by the Engineer, in regard to successful loading/unloading of <b>5,000 TEUs</b>, or after expiry of <b>3 (three) months</b> from the date of completion of all jobs [as per <b>GCC Clause No. 6.67 (Completion period)</b>], whichever is earlier.</p>	<p>verification &amp; certification of the same by the Engineer (supported by Third Party Inspection Certificate) and production of necessary Insurance document(s) by the Contractor [if the RMQC is shipped in assembled condition to HDC, KoPT]</p> <p>Or,</p> <p>against installation/erection of the RMQC at the designated Berth site, verification &amp; certification of the same by the Engineer (supported by Third Party Inspection Certificate) and production of necessary Insurance document(s) by the Contractor [if the RMQC is assembled and erected at HDC's premises].</p> <p>ii) Payment for 5% (Five Percent) amount will be made, after successful completion of installation, testing &amp; commissioning (as per GCC Clause No. 6.68) of the RMQC.</p> <p>If delay occurs in commissioning for reasons not attributable to the Contractor, then the 5% of the Contract Price shall be released at within by 3 (three) months from the scheduled date of completion of Installation activity or from the date of Successful completion of installation activity, whichever occurs earlier.</p> <p>iii) Payment for 5% (Five Percent) amount will be made after completion of all jobs as per contract and on verification of performance of the RMQC, duly certified by the Engineer, in regard to successful loading/unloading of 5,000 TEUs, or after expiry of 3 (three) months from the date of completion of all jobs [as per GCC</p>	

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
		<p>Clause No. 6.67 (Completion period)], whichever is earlier.</p> <p>Similar changes needs to be made on the payment terms as stated under GCC Clause No 6.73.3.2 and 6.73.3.3.</p> <p><u>Please confirm.</u></p> <p>b) We would like to propose the payment condition are as follow:</p> <ul style="list-style-type: none"> <li>i) 10% of contract value within 7 days of Letter of Acceptance after submission of Performance Bond.</li> <li>ii) 15% of contract value upon submit copy of PO for raw material (Steel Plate, Shape Steel) for structural fabrication works.</li> <li>iii) 25% of contract value upon successful completion of shop test in the presence of the Engineer and/or his authorized representatives.</li> <li>iv) 20% of contact value will be made when the crane is delivered to the HDC premise.</li> <li>v) Payment for 20% amount will be made, after successful completion of installation, testing &amp; commissioning and taking over (as per GCC Clause No. 6.68) of the RMQC.</li> <li>vi) Payment for 10% amount will be made after submitting FAC &amp; Warranty Bond.</li> </ul> <p>c) We suggest 10% down payment and 30% progress payment before shipment.</p>	

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
118)	<p><b><u>Clause No. 6.73.4.2 (Page No. 210)</u></b></p> <p>HDC, KoPT will obtain LICENCE from the Zonal Jt. Director General of Foreign Trade, Kolkata, to avail EPCG (Export Promotion Capital Goods) Scheme and DFCEC (Duty Free Credit Entitlement Certificate) Scheme.</p>	<p>Since HDC intends to take Customs Duty Benefit, HDC kindly requested to elaborate on the modality by which it will be availed DDB, EPCG or otherwise.</p>	<p>Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 63</b>].</p>
119)	<p><b><u>Clause No. 6.73.6 (Page No. 212)</u></b></p> <p><b><u>Payment of Customs Duty for foreign bidders:</u></b></p> <p>In case of foreign bidders, importing complete equipment and Spare Spreader of the equipment, the Contractor should make all arrangements for Customs clearance as per <b>GCC Clause No. 6.73.4.2</b>, but, payment to the Customs Authority, if any, will be made by HDC, KoPT directly at actual.</p>	<p>The buyer should make all arrangements for Customs clearance and we will do all necessary assistant.</p>	<p>Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 64</b>].</p>
120)	<p><b><u>Clause No. 6.73.9 (Page No. 212)</u></b></p> <p><b><u>Income Tax deduction:</u></b></p> <p><b>Income Tax</b>, if any, as per the relevant provision of the Income Tax Act, shall be <b>deducted at source</b> from amount payable to the Contractor.</p>	<p>Our price does not include any taxes or duties out of China. All tax and duties out of China should be borne by buyer.</p>	<p>Tender condition prevails.</p>
121)	<p><b><u>Clause No. 6.73.10 (Page No. 212 &amp; 213)</u></b></p> <p><b><u>No interest on account of delayed payments:</u></b></p> <p>Any claim for interest will not be entertained by KoPT with respect to any delay on the part of KoPT for making payment, or for any dispute. The decision of the Engineer is final in such matters.</p>	<p>a) <b><u>We propose:</u></b></p> <p>The Contractor shall be eligible for cost compensation or Payment of Interest @ 18% per annum, for the delay on the part of the Owner in release of payments due to the Contractor. The decision of the Engineer is final in such matters. If any dispute occurs as a result of the same and which cannot be mutually resolved by the Contractor and the Owner, shall be resolved through GCC Clause No 6.97 (Amicable Settlement) and 6.98 (Arbitration).</p>	<p>Tender condition prevails.</p>

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
		<p><u>Please confirm.</u></p> <p>b) In case of any delayed payments, the delayed dates are subject to additional interest payment (e.g. annual 5% of interest). The exact interest rate for the delayed payment shall be discussed and agreed in due course between HALDIA DOCK COMPLEX KOLKATA PORT TRUST and the Contractor. When overdue, the Contractor may ask the Purchaser to pay interest accordingly.</p> <p>c) We would like have the right to ask for interest for the delayed payments. Otherwise the LD for contractor is not reasonable either.</p>	
122)	<p><b><u>Clause No. 6.77.1 (Page No. 214 &amp; 215)</u></b></p> <p><b>Notice to correct</b></p> <p>If the Contractor fails to carry out any of their obligations under the contract, the Engineer may give notice to the Contractor, requiring them to make good the failure and to remedy the same within a specified reasonable time.</p>	<p>If the contractor fails to carry out their main obligations under the contract and also failed to remedy within 6 months after get the formal notice of buyer. Then the buyer can terminate this contract.</p>	Tender condition prevails.
123)	<p><b><u>Clause No. 6.80 (Page No. 218)</u></b></p> <p><b>Payment after termination</b></p> <p>After a Notice of termination, under <b>GCC Clause No. 6.78 [Termination by Employer]</b> has taken effect, the Employer may</p> <p>(a) give notice to the Contractor, indicating the particulars, for which Employer is entitled to any payment under any Clause or otherwise in connection with the contract, and or any extension of the <b>Defect Notification Period</b>.</p>	<p><u>We propose:</u></p> <p>The overall liability of the Contractor under this clause shall be restricted to 100% of the Contract Price.</p> <p><u>Please confirm.</u></p>	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
	<p>However , Notice is not required for payments due under <b>GCC Clause No. 6.27 [Supply of water and Electricity]</b>, under <b>GCC Clause No. 6.28 [Use of ground and land/covered space for Contractor's establishment]</b>, or for other services requested by the Contractor,</p> <p>(b) withhold further payments to the Contractor until the cost of execution, completion and remedying of any defects, damage, and all other costs incurred by the Employer, have been established, and / or</p> <p>(c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the work, after allowing for any sum due to the Contractor under <b>GCC Clause No. 6.79 [Valuation at date of termination]</b>. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.</p>		
124)	<p><b><u>Clause No. 6.81.1 (Page No. 218)</u></b>  <b>Employer's entitlement to termination for convenience</b>  The Employer, by notice [communicated by the Engineer] sent to the Contractor, may terminate the Contract, in whole or in part, at any time <b>for Employer's convenience</b>. Such termination shall take effect <b>28 days</b> after the date on which the Contractor receives this notice or the Employer returns the Performance Guarantee. The notice of such termination shall specify that termination is for <b>Employer's convenience</b>, the extent to which performance of the Contractor under the contract is terminated, and the date upon which such termination become effective.</p>	We would like to delete all these sentences.	Tender condition prevails.

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
125)	<p><b><u>Clause No. 6.83 (Page No. 220)</u></b>  <b>Contractor's entitlement to suspend work</b></p> <p>6.83.1 The Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer <b>within 28 days</b> after the expiry of the time stated in <b>GCC Clause No. 6.73 [Terms of payment]</b> within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, with a copy to the Engineer, suspended work or reduce the rate of work.</p> <p>6.83.2 If the Contractor subsequently receives the due payment (as described in the relevant Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.</p> <p>6.83.3 If the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Clause and thereby suffers delay, the Engineer shall, after due consultation with the Contractor, determine any extension of time or minimum criteria for satisfactory performance, to which the Contractor is entitled and shall notify the Contractor accordingly.</p>	<p><u>We understand:</u></p> <p>If the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Clause and thereby suffers delay, the Engineer shall, after due consultation with the Contractor, determine any extension of time (including suitable cost compensation to the Contractor due to the additional cost incurred by the Contractor resulting out of such suspension) or minimum criteria for satisfactory performance, to which the Contractor is entitled and shall notify the Contractor accordingly.</p> <p><u>Please confirm.</u></p>	<p>Tender condition prevails.</p>

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
126)	<p><b><u>Clause No. 6.87.1 (Page No. 222)</u></b></p> <p><b>General requirements for insurances</b></p> <p>Premium for the insurance policies shall have to be paid by the Contractor, time to time, for keeping the same valid during the contract period. The copies of such renewal receipts shall also have to be submitted by the Contractor to the Engineer.</p>	<p>What does the "Contract Period" refer to? Does it means the period, calculated from the signing date of Contract Agreement to the date of RMQC taking over?</p>	<p>Insurance policies shall be valid for the "Completion period" [Ref.: GCC Clause No. 6.67].</p> <p>Necessary changes have been incorporated in <b>Addendum - "I"</b> [Ref.: <b>Sl. No. 66</b>].</p>
127)	<p><b><u>Clause No. 6.87.2 (Page No. 222)</u></b></p> <p><b>General requirements for insurances</b></p> <p>For all practical purposes, insurance shall be from any of the following Indian Insurance Companies viz. <b>Oriental Insurance Co. Ltd., National Insurance Co. Ltd., New India Assurance Co. Ltd. and United India Insurance Co. Ltd.</b></p>	<p>As a foreign manufacturer, for the Insurance covered on Indian site, we will choose Indian Insurance Company.</p>	<p>Tender condition prevails.</p>
128)	<p><b><u>Clause No. 6.91 (Page No. 223)</u></b></p> <p><b>Definition of Force Majeure</b></p> <p><b>Force Majeure</b> may include, but not limited to, exceptional events or circumstances of the kind listed below, so long as conditions a) to d) above are satisfied:</p> <p>i) <b>war, hostilities</b> (whether war be declared or not) , <b>invasion, act of foreign enemies</b>;</p> <p>ii) <b>rebellion, terrorism, sabotage by persons other than the Contractor's personnel, revolution, insurrection , military or usurped power, or Civil War</b>;</p> <p>iii) <b>riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel</b>;</p>	<p>a) <u>We understand:</u></p> <p>Force Majeure may include, but not limited to, exceptional events or circumstances of the kind listed below, so long as conditions a) to d) above are satisfied:</p> <p>i) war, hostilities (whether war be declared or not) , invasion, act of foreign enemies;</p> <p>ii) rebellion, terrorism, sabotage by persons other than the Contractor's personnel, revolution, insurrection , military or usurped power, or Civil War;</p> <p>iii) riot, commotion, disorder, strike (both at Local and National level, including Transporter's Strike) or lockout by persons other than the Contractor's personnel;</p> <p>iv) munitions of war, explosive materials, ionization radiation or contamination by</p>	<p>Tender condition prevails.</p>

Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
	<p>iv) <b>munitions of war, explosive materials, ionisation radiation or contamination by radio-activity</b>, except as may be attributable to the Contractor's use of such munitions, explosives, radiations or radio-activity;</p> <p>v) <b>natural catastrophes</b> such as <b>earthquake, tsunami</b> (caused by earthquake at the ocean bed), <b>fire, floods, hurricane, cyclone, typhoon or volcanic activity</b> , and</p> <p>vi) <b>pressure waves</b> caused by air craft or other aerial devices travelling at sonic or supersonic speed at the site of the work.</p>	<p>radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiations or radioactivity;</p> <p>v) natural catastrophes such as earthquake, tsunami (caused by earthquake at the ocean bed), fire, floods, hurricane, cyclone, typhoon or volcanic activity or any other unnatural weather conditions, and</p> <p>vi) pressure waves caused by air craft or other aerial devices travelling at sonic or supersonic speed at the site of the work. Force Majeure conditions affecting the works of the vendors/subcontractor engaged for the works by the Contractor should also be considered. <u>Please confirm.</u></p> <p>b) In this clause "Force Majeure " means an exceptional event or circumstance</p> <p>v) natural catastrophes such as earthquake, tsunami (caused by earthquake at the ocean bed), fire, floods, hurricane, cyclone, typhoon or volcanic activity, and heavy rains.</p>	
129)	<p><b><u>Clause No. 6.98.2.(a) (Page No. 227)</u></b></p> <p><b>Arbitration</b></p> <p>the place of arbitration shall be <b>Kolkata</b> or <b>Haldia</b>, West Bengal, India,</p>	<p>a) <u>We propose:</u> The place of arbitration shall be Kolkata West Bengal, India, <u>Please confirm.</u></p> <p>b) We propose that the arbitration shall be done in the third country such as Singapore.</p> <p>c) We would like the Arbitration could be settled in Singapore and according to the international law.</p>	Tender condition prevails.



Sl. No.	Reference & requirement as per the bidding documents.	Queries/Observations/Suggestions/Requests for clarification	Clarifications/Comments of HDC, KoPT
130)	<b><u>New Clause</u></b> <b>Limitation of liability</b> (No such clause specified in the tender.)	<p><u>We understand:</u></p> <p>Except of criminal negligence or willful misconduct,</p> <p>(a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the TOTAL CONTRACT PRICE, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement as per relevant Clauses of CONTRACT.</p> <p><u>Please confirm.</u></p>	<p>No change is envisaged in tender conditions.</p>