

# **KANDLA PORT TRUST**

## **ELECTRICAL DIVISION**

### **Pre-bid Clarifications for the queries raised in the Pre-bid Meeting held on 21/12/2016.**

Name of Work: **"Design, Manufacture, Supply, Erection, Testing, Commissioning & Operation of 02 Nos. of 100 Ton or above capacity of Mobile Harbour Crane at Dry Cargo Berths, including Comprehensive AMC with Operation for a period of 5 Years"** for Tender No. EL/AC/2504.

<b>Sr. No.</b>	<b>Page No.</b>	<b>Clause No./ As per Tender Condition</b>	<b>Quarries Raised</b>	<b>Clarification of KPT</b>
1	3	Tender currency settings	All payment shall be in Euros, exchange rate fluctuations, if any, shall be bear by KPT.	Tender Condition holds good.
2	4	A. Capability and resources	Normally if the tender is of 100 T capacity then it should be capable of working 100 T instead of 60 T in the climate conditions prevailing in Kandla. Request to change. Further we suggest that supplier should have supplied at least 10 MHC in last 5 years of 100 T or above capacity.	Tender Condition holds good.
3	5	EMD	We would suggest having a specific amount for EMD in USD/Euro rather than depending on exchange rate published in economic time of India. We prefer to submit EMD in Euros	The overseas bidder may submit the EMD of 73,300.00 USD/ 69,200.00 Euro. The same amount of foreign currency denominated EMD submitted by the overseas bidder will be refunded to the bidder.
4	6	Tender Document	We request to provide us word format of tender documents so as to have ease in preparing documents. Kindly support.	Agreed.
5	18	Clause 14.5	The delivery shall be CIF incoterm 2010.	Tender Condition holds good.
6	18	Clause 14.6 B	We shall deliver cranes in CIF incoterm 2010, however we shall include	Tender Condition holds good. The

			the transportation charges and insurance into equipment price due to the fact that transport charges and insurance have to pay in Euros at loading port. Accordingly kindly revised price Schedule Form No. 9 and 10	price schedule and conditions are self-explanatory..
7	20	Clause 15.1	The total price of equipment shall be in Euros and shall include charges for Transportation, E & C and Insurance. Hence, there are no expenditure in INR.	Agreed. However, all the charges for delivering the materials up to final destination at KPT site, is in the scope of the contractor.
8	21	Clause 18.3	We suggest to provide warranty for 2 years or 4000 operation hours whichever is earlier, accordingly we shall provide list of spare parts. Kindly let us know if KPT is in different opinion.	The guarantee shall be 2 years or 4000 operation hours whichever is later. The CAMC will start from the date of expiry of above.
9	23	Clause 22.1	Apart from online submission, how many hard copies KPT would like to have?	One more duplicate hard copy shall be submitted with original.
10	33	Clause 41.1	Any increase in quantity would be subject to confirmation.	Accepted.
11	37	Clause ITT 14.6	Kindly refer above Point No.6	Clarification furnished at Sr. No. 6 & 7 above may be perused.
12	38	Clause ITT 14.6 b	We shall quote of CIF basis which included charges for Transportation, Insurance and E & C. inland transportation shall be done by KPT.	Clarification at Sr. No. 6 & 7 may be perused.
13	38	Clause ITT 14.6 c (iii)	Shall be paid by KPT as a manufacturer we are not aware about the applicable charges at Kandla Port. Once crane is dispatch from loading port, the crane is in name of KPT, hence we are not in position to pay Customs Duties and arrange customs clearance on behalf of KPT. Hence, kindly delete.	Tender condition holds good.
14	38	Clause 14.7	Not applicable	Tender condition holds good.
15	39	Last paragraph.	Once you have original BG in hand, there is no need of banker's confirmation. Liebherr shall provide standard Liebherr direct BG. Hence, kindly delete.	Tender condition holds good.
16	40	Clause ITT 22.1	Kindly let us know how many hard copies have to submitted	The hard copy shall be stamped, signed on each page, sealed and submitted in duplicate to the Electrical Division within 07 days of online submission of bid.
17	40	Clause ITT 34.1	Payment shall be euros, the final price should not be affected due to	Tender condition holds good.

			exchange rate fluctuations	
18	41	Clause ITT 41.1	Shall be not applicable.	Yes. Agreed
19	43	Clause C	<p>As a manufacture we have expertise for crane manufacturing; hence, we are not in position to provide operation and comp. maintenance for 5 years including local manpower.</p> <p>LIEBHERR shall position one (1) standby engineer at KPT, this engineer will guide the ports operators on the do's &amp; dont's of the crane. However, our standby engineer is not an operator hence we would not be able to guide your operator in obtaining maximum efficiency, etc.</p> <p>Our technical engineer will guide and support your team in maintaining the crane so as to ensure smooth and safe operation. Also this will be a learning opportunity for your team as our engineer will work in close coordination with them.</p> <p>Hence maintenance team and all other local manpower like helper, cleaner, supervisor, etc. shall be provided by KPT</p>	Tender condition holds good.
20	43	Clause E	We shall supply necessary spares for 2 years or 4000 operation hours whichever is earlier.	Tender condition holds good.
21	44	Clause 3.1 c	We shall provide customer reference letter	Tender condition holds good.
22	44	Clause 3.1 d	We are not in position to provide WO/ agreement copy as these are confidential document between buyer and seller. Kindly delete.	Tender condition holds good.
23	44	Clause 3.2 b	As per foreign supplier, the audited annual accounts certified by Indian chartered accountants are not required. Hence kindly delete.	Tender condition holds good.
24	45	Clause 3.2 j	We are not in position to share WO/contract value as these are confidential documents.	Tender condition holds good.
25	51	Form 2, form 3, form 4, and Manufacturers authorization	Shall be on bidders letter head instead of stamp paper. Bidders letter head is the authenticate document hence notarized, attested or endorsed are not required. Request to change	Agreed.
26	61	Form 9 and 10	Kindly refer above Point No.6	Clarification furnished at Sr. No. 6

				& 7 above may be perused.
27	63	Form 11	Shall be not applicable	Tender condition holds good.
28	72	Clause 3	As a manufacture we have expertise for crane manufacturing; hence, we are not in position to provide operation and comp. maintenance for 5 years.  We shall provide W & T, consumables, lubricants till warranty period	Tender condition holds good.
29	73	Clause 2.2.3 and 2.2.4	Shall be not applicable.	Tender condition holds good.
30	74	Clause 3.1.1	If most of the operation shall be done by external supply, then accordingly spare parts changes. Kindly let us know is external power supply would be available immediately once crane is handed over. Kindly confirm.	It will operate on Diesel Engine when Electric Shore Power Supply is not available.
31	74	Clause 3.2.3	We suggest 100 T at 15 M and 120 T at 12 M as this is our standard crane. Kindly confirm.	Accepted.
32	78	Clause 3.5.1	Kindly let us know uniform distributed load so as to design pads	The load bearing capacity of Jetty is 05 Ton/m <sup>2</sup> .
33	83	Clause 3.6.1	Kindly let us know density of cargo to be handled by 35 CBM and 22 CBM Grab	Tender condition holds good. [However, for reference: 35 cbm-coal, fertilizer, food grain etc. 22 cbm – salt, etc ]
34	86	Clause 3.12.5	Laptop shall not be provided.	Agreed.
35	91	Clause 3.28.1	As a standard 3 copies shall be provided.	Agreed.
36	92	Clause 3.31.0	Shall be not applicable.	Tender condition holds good.
37	93	Clause 3.34.2	For MHC one week practical training is sufficient. Hence we shall provide 1 week practical training	Agreed.
38	94	Clause 3.36.0	Shall be not applicable and same shall be done by KPT at his own cost. Kindly refer above point.no.19	Tender condition holds good.
39	102	Clause 3.36.8 and clause 3.37	Operation and maintenance shall be done by KPT hence it a responsibility of KPT so as to ensure availability of cranes.  We will do our utmost to maintain the crane at all the times and would ensure that the crane is available for maximum operating hours.	Clauses 3.36.8 of Section-V are deleted. Clause 3.37 may be read as under : <b>Clause 3.37 (i) &amp; (ii) PENALTY</b> : The crane should be available on

			However, we are not in position to accept the penalty clause for the same.	all the days i.e 24 Hrs. X 7 days basis except 48 hours per month for planned/ preventive/ breakdown maintenance. In case of non availability of crane(s) for any reason beyond 48 hours in a month penalty amount at the proportionate rate per hour per crane of monthly operation and CAMC cost will be recovered for non availability of crane(s) for each hour or part thereof. Sub Clause (iii) of Clause 3.37 remain unaltered.
40	104	Clause 3.40	Once crane is handed over to KPT, further insurance shall be done by KPT	Agreed.
41	104	Clause 5.0	Inspection shall be done at site, however if inspection is required at factory kindly let us know at which stage KPT intends to have inspection.  Further necessary load shall be arrange by KPT for load test at site as we are not in position to arrange loads at site	The inspection shall be carried out at various stages of assembly line at factory by TPIA engaged by the contractor at their cost.  Agreed.
42	105	Clause 5.9	What are the conditions for Operational Tests?	At various angles both in Hook & Grab Modes, the speeds of operations of Luff, Slew, Hoist/Lowering, lifting capacity etc. Will be checked.
43	106	Clause 5.19	As this are standard product and no customization is required; hence, practically detailed inspection at factory is not required.	Tender condition holds good.
44	117	Clause 9	This Contract shall be governed by the material laws of Switzerland.	Tender condition holds good.

			<p><b>Arbitration</b></p> <p>Both contracting parties undertake to comply with the obligations in the Contract in good faith.</p> <p>If any dispute or disagreement shall arise out of or in connection with the Contract the Parties shall attempt to resolve the same by way of negotiation and achieve an amicable settlement thereof. The negotiations shall be held at a location to be agreed between the Parties. If it cannot be settled by the Parties by the above means the following shall apply: All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators Appointed in accordance with said rules. Arbitration shall be held in Zurich, Switzerland. Language to be used in arbitrate proceeding shall be English.</p> <p>The AGREEMENT shall be governed by and construed in accordance with material law of Switzerland (to the exclusion of its choice of law rules which would deem otherwise).</p> <p>Any dispute arising in connection with the AGREEMENT or related to its violation, termination or nullity that cannot be settled by the parties themselves shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules. Arbitration shall be held at Zurich, Switzerland. The language to be used in the arbitral proceedings shall be English.</p> <p>EMPLOYER agrees that any and all provisions of the TENDER addressing or having a reference to governing law, resolution of disputes or other related issues shall be deemed to be fully replaced and superseded by this Section 8 of the Addendum.</p>	
45	117	Clause 9.2, 9.3,	All necessary approval required at India shall be done by KPT and all	Tender condition holds good.

		9.4 , 9.5	necessary approval outside India shall be done by contractor	
46	123	Clause 15.4 and 15.6, 15.7, 15.9	Shall be not applicable.	Tender condition holds good. However, for the foreign bidders the deduction of taxes will be as per the relevant laws of India including DTAA. Further, the bidder has to quote the liability of VAT, Service Tax etc. separately and the same will be paid/reimbursed by KPT as per rates prevailing on the date of opening of tender as quoted in their offer. Any subsequent increase in the tax rate or introduction of new tax, will be paid by KPT. Similarly, any benefit arising due to downward/revision in the tax, rates or any exception availed in the taxes by the bidder due to introduction of GST, shall be passed on to KPT. The bidder may quote the rates on online system in BOQ including all taxes, duties, rates, charges etc. but excluding service tax. However, the bidder shall indicate separately on their letter pad, various rate of taxes considered on relevant element of cost presently applicable in their offer in detail so as to evaluate increase/ decrease of such taxes on implementation of GST in India. Scanned copy of

				document for the same is required to be provided in Stage-III (Commercial bid)."
47	124	Clause 16.	<p>The price quoted shall be firm without any escalation and not subject to change at any stage till the completion of the contract. The term Contract price means price exclusive of all taxes like Excise, Customs Duty, VAT, Sales Tax, Service Tax etc. and other statutory levies payable in India.</p> <p>All charges outside India will be paid by Liebherr and all charges inside India shall be paid by KPT</p>	<p>Tender condition holds good.</p> <p>Tender condition holds good.</p>
48	128	Clause 21.2, 21.3	Shall be mutually discussed and agreed for any failure of parts.	Agreed
49	130	Clause 23.2	<p>Shall be not applicable.</p> <p>Liebherr Group of companies covers all subsidiaries under a master insurance policy for the whole organisation. This is applied to Property, Public and Product Liability, Marine Transport, Employers Liability etc. Adequate cover is in place and certificates of insurance cover can be provided by Zurich insurance evidencing Limits of Indemnity.</p> <p>Therefore, as our insurance is covered under a master policy, Liebherr are unable to provide :</p> <ul style="list-style-type: none"> <li>· Insurance cover through an Indian insurance company;</li> </ul> <p>Insurance for contractor shall be done by seller and insurance for KPT staff shall be done by KPT.</p>	Tender condition holds good. However, Insurance of KPT Staff is not in the scope of the contractor.
50	130	Clause 24.2	Shall be as per contractor choice. Hence not applicable.	This may be examined at the time of despatch /delivery on contractor's request.
51	130	Clause 25, 25.3	TPI charges shall be paid by KPT.	TPI both in India & outside of India is in the scope of the Contractor. KPT may depute 02 to 04 Officers



			<p>However, for inspection at factory, how many people KPT intend to send and for how many days ?</p> <p>The employer will make available a suitable site for erection, commissioning and training.</p> <p>KPT shall provide necessary manpower for unloading, erection and commissioning of the crane free of charge. Before the arrival of the mounting personnel any and all preparation at site, i.e. transport of the equipment from the unloading place to the erection site, electric power supply, water supply, supply of the necessary test weights shall be made by KPT.</p>	<p>at the manufacturer works/ factory for a period of 5 to 7 working days.</p> <p>Agreed.</p> <p>KPT will not provide any man power for unloading, erection and commissioning of the crane. KPT will provide Electricity at site free of cost subject to availability. Water may be collected/ tapped from the nearest point inside port by the contractor.</p>
52	131	Clause 27	<p>Kindly replace the word guarantee with warranty.</p> <p>Warranty shall be 24 months or 4000 operation hours whichever is earlier.</p> <p>THE STANDARD WARRANTY SET FORTH IN SCHEDULE 1 SHALL BE THE ONLY WARRANTY GRANTED AND EXTENDED BY CONTRACTOR, EXCLUDING ANY WARRANTIES OR CONDITIONS OTHERWISE GIVEN BY LAW, IN PARTICULAR BUT WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES STATED IN SCHEDULE 1 SHALL BE THE ONLY REMEDIES AVAILABLE TO EMPLOYER OR TO ANY OTHER PERSON, ENTITY OR LEGAL BODY. NEITHER CONTRACTOR NOR ANY OTHER PERSON, ENTITY OR LEGAL BODY SHALL ASSUME ANY OTHER OBLIGATION OR RESPONSIBILITY WITH RESPECT TO THE LIEBHERR PRODUCTS DELIVERED AND/OR THE LIEBHERR SERVICES RENDERED NOR SHALL AUTHORIZE ANY OTHER PERSON, ENTITY AND/OR LEGAL BODY TO ASSUME ANY OTHER OBLIGATION AND/OR RESPONSIBILITY FOR AND ON BEHALF OF CONTRACTOR.</p>	<p>Tender condition holds good.</p> <p>Clarification at Sr. No. 8 may be perused.</p> <p>Tender condition holds good.</p>

			WARRANTY SHALL BE AS PER OUR STANDARD GENERAL TERMS AND CONDITIONS.	
53	137	Clause 28	<p>Liebherr request the inclusion of the following wording in lieu the current Patent Rights clause 28.</p> <p>"28.0 PATENTS AND INTELLECTUAL PROPERTY</p> <p>Notwithstanding anything in the TENDER to the contrary and in full substitution of any and all provisions of the TENDER addressing or having a reference to patents, intellectual property or other related issues EMPLOYER and CONTRACTOR hereby agree as follows :</p> <p>28.1 CONTRACTOR agrees to defend, at its own expense, any claim or suit brought by a third party against EMPLOYER based upon a claim of infringement of any patent, copyright or other intellectual property protection right in the country(ies) of origin and delivery of the LIEBHERR PRODUCTS resulting from the sale or use of the LIEBHERR PRODUCTS and shall pay all costs, settlements or damages finally awarded as a result of such claim or suit. CONTRACTOR's indemnification obligation under this Section is however expressly conditioned on: (1) EMPLOYER's prompt notification of CONTRACTOR of any such claim or suit; (2) EMPLOYER's reasonable cooperation with CONTRACTOR in the defense and/or settlement of any such claim or suit; and (3) EMPLOYER allowing CONTRACTOR sole control over the defense and/or settlement of any such claim or suit, including without limitation the selection of counsel. CONTRACTOR shall have no liability for any settlement or compromise made without its express written consent. In the event a final judgment is obtained against EMPLOYER's use of the LIEBHERR PRODUCTS, CONTRACTOR may, at its option and expense, obtain the right to continued use, substitute the infringing LIEBHERR PRODUCTS by substantially equivalent non-infringing products, or take back the infringing LIEBHERR PRODUCTS in EMPLOYER's possession and refund the purchase price less a reasonable charge for use. CONTRACTOR shall have no liability or obligation to EMPLOYER under this Section to the extent any claim of infringement is based upon the use of the LIEBHERR</p>	Tender condition holds good.

			<p>PRODUCTS in connection with or in combination with any goods, equipment, devices or software not supplied by CONTRACTOR, or use of the LIEBHERR PRODUCTS in a manner other than as specified in the manufacturer's operations manual. THE FOREGOING STATES CONTRACTOR'S ENTIRE LIABILITY FOR PATENT, COPYRIGHT AND/OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.</p> <p>28.2 Notwithstanding anything in the TENDER to the contrary, CONTRACTOR shall in no event grant or transfer to EMPLOYER or to any other person, entity or legal body any copyright, patent or other intellectual property protection right whatsoever in the LIEBHERR PRODUCTS delivered and/or LIEBHERR SERVICES rendered and/or in any inventions, discoveries, improvements or enhancements in respect of any LIEBHERR PRODUCTS and/or LIEBHERR SERVICES that might eventually be made in performing the AGREEMENT."</p> <p>Liebherr request the inclusion of the following wording in lieu the current Indemnity clause 28.</p> <p>"CONTRACTOR agrees to indemnify and hold harmless EMPLOYER, its directors, officers, and employees from and against all tort liabilities for claims, demands, causes of action, loss, or expense (including legal fees and costs of defense) for injuries/death or damage to any person or tangible property to the extent directly caused by CONTRACTOR's negligence. However, such indemnification shall be given subject to the following preconditions : (1) EMPLOYER's prompt notification of CONTRACTOR of any such claim or impending lawsuit; (2) EMPLOYER's reasonable co-operation with CONTRACTOR in the defense and/or settlement of any such claim or lawsuit; and (3) EMPLOYER allowing CONTRACTOR sole control over the defense and/or settlement of any such claim or lawsuit, including without limitation the selection of counsel. CONTRACTOR shall not extend any indemnification for any settlement or compromise made without its prior written consent. Notwithstanding anything contained herein to the contrary, this indemnity does not apply to liabilities due, in whole or in part, to the negligent conduct of the</p>	
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			<p>indemnified parties.</p> <p>THIS INDEMNITY SHALL (EXCEPT FOR THE PATENT AND INTELLECTUAL PROPERTY RIGHTS INDEMNITY GIVEN IN clause 3.7.1 above) BE THE SOLE AND ONLY INDEMNITY EXTENDED BY CONTRACTOR AND HEREBY FULLY REPLACES AND SUPERSEDES ANY AND ALL PROVISIONS OF THE TENDER ADDRESSING OR HAVING A REFERENCE TO ANY INDEMNIFICATION OBLIGATIONS OF CONTRACTOR."</p>	
54			<p>Neither Contractor nor Purchaser shall be liable to each other for loss of production, loss of profit, loss of use or any other indirect or consequential damage or the payment of punitive damages, whether or not caused by negligence and irrespective of by whomsoever caused.</p> <p>NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR PERSONAL INJURY OR DEATH, IN NO EVENT SHALL CONTRACTOR, THE MANUFACTURERS AND/OR THE COMPONENT SUPPLIERS BE LIABLE FOR ANY DELAY, WORK STOPPAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF PROFIT, AND/OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, AND/OR CONSEQUENTIAL DAMAGE, WHETHER RESULTING FROM NEGLIGENCE, BREACH OF PROMISE AND/OR OTHERWISE.</p> <p>NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE MAXIMUM LIABILITY OF CONTRACTOR, THE MANUFACTURER AND/OR THE COMPONENT SUPPLIERS, WHETHER RESULTING FROM NEGLIGENCE, BREACH OF PROMISE AND/OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGE AND CLAIMS FOR ANY AND ALL DAMAGES SHALL BE LIMITED TO AN AMOUNT NOT EXCEEDING THE PRICE OF THE PARTICULAR DEFECTIVE LIEBHERR PRODUCTS OR LIEBHERR SERVICES.</p>	Clause 29 may be referred, which holds good.
55	141	Clause 34	Shall be not applicable.	Tender condition holds good.
56	143	Clause 36	Shall be not applicable.	Tender condition holds good.
57	144	Clause 37	Unloading place shall be the same place for E & C. Any internal transportation is required shall be done by KPT.	The site for erection & commissioning will be provided at the appropriate time. However, KPT will not provide any

				<p>Customer must provide safe place for storing the material. Sufficient area and conditions of storage will be advised after receipt of contract.</p> <p>CLAUSE 37.2 shall be done by KPT</p> <p>The proposed erection site must be clear from any obstructions which prevent, delay or disrupt the successful Contractor from performing its obligations under the contract. KPT are to make tenderers fully aware of existing services which may impact the works, so that tenderers can take the necessary measures and account for such items in their tender submissions.</p>	<p>Transportation.</p> <p>Agreed; however, the storage space will be provided by KPT at the site specific condition prevailing at Kandla.</p> <p>Tender condition holds good.</p> <p>Agreed.</p>
58	151	Clause 40		Shall be done by KPT.	Tender condition holds good.
59	152	Clause 10.2		Kindly refer above Point No. 44	Tender condition holds good.
60	153	Clause 15.5	GCC	<p>Payment terms shall be :</p> <ul style="list-style-type: none"> <li>- 25% down payment on order</li> <li>- 75% of order value against irrevocable Letter of Credit to be established at a first class bank advised through "Bank" and payable at sight of the following shipping documents :</li> <li>- Commercial invoice</li> <li>- Packing list</li> <li>- Certificate of origin</li> <li>- Clean on board bill of lading</li> </ul>	Tender condition holds good.
61	156	Clause 17.1	GCC	Security and PBG shall be max. 5% of total contract price. We are not in position to accept any retention money.	Tender condition holds good.
62	157	GCC 23.1		Insurance and Transport charge has to be paid at loading port hence we are not in position to accept in INR.	Clarification at Sr. No. 6 & 7 may be perused.
63	157	GCC 24.1		Local internal Transportation shall be done by KPT	Clarification at Sr. No. 57 may be perused.

64	158	GCC 25.2	If employer wish to witness pre delivery inspection, please let us know for how many people and how many days?	Employer at its discretion may wish to witness the pre-delivery inspection. In this regard, the clarification at sr. no. 51 may be seen.
65	158	GCC 26.1	SHALL BE REPLACED BY : In the event that the delivery of the Crane is delayed beyond the due date for delivery ex Liebherr factory plus an agreed grace period of three (3) weeks the Purchaser shall be entitled to liquidated damages at the rate of 0.5% per whole week, up to a maximum of 5% of the value of the delayed Crane. No claim can be made by the Purchaser for consequential losses due to delay in delivery and hand-over.	Tender condition holds good.
66	159	GCC 27.3, 27.5 & 27.6	Shall be discussed after contract award.	Tender condition holds good.
67	166	BG	We shall provide original hard copy of BG which is normally accepted at major port hence online system in SFMS mode is not required.	Tender condition holds good.
68			Please add : <b>TERMINATION</b> Notwithstanding anything in the TENDER to the contrary and in full substitution of any and all provisions of the TENDER addressing or having a reference to termination, cancellation or other resolution of the AGREEMENT or related issues, EMPLOYER and CONTRACTOR hereby agree that : Both EMPLOYER and CONTRACTOR shall have the right by giving written notice to terminate all or any part of the AGREEMENT exclusively for any or all of the following reasons : i) in case of the other party committing a material breach of any of the AGREEMENT'S provisions and not having remedied such breach within a reasonable period of time after having been requested to do so; and/or ii) in case of the other party becoming insolvent, bankrupt or making a composition or arrangement with its creditors or any equivalent act or thing being be done or suffered under any applicable law.	Tender condition holds good.

			Any termination by either of the parties shall be without prejudice to any rights and/or obligations of the parties that have accrued prior to the effectiveness of such termination and EMPLOYER shall pay CONTRACTOR for any and all LIEBHERR PRODUCTS accordingly delivered and/or LIEBHERR SERVICES accordingly rendered up to the effectiveness of such termination.	
69			EXTENSION OF TENDER SUBMISSION : Our head office based at Europe will remain closed till 2 <sup>nd</sup> week of January 2017 due to Christmas and New year. Hence, we sincerely request to extend tender submission till 16 <sup>th</sup> February 2017. So as to prepare and submit documents on stipulated time.	Will be intimated.
70		General Query	Konecranes is expected to acquire the Material Handling & Port Solutions segment from Terex Corp. with effect from early January 2017. Hence please allow participation under name Konecranes if this is at time of our offer in fact already the case.	Agreed, subject to the condition that the bidder fulfils the tender conditions.
71	4	Qualifying criteria: Pre Qualification Criteria for Eligible Bidders	Financial figures in EURO currency should be acceptable.	Agreed. However, the equivalent amount in INR shall be mentioned wherever applicable.
72	5	Last Date and time for receipt of bids 06/01/2016 @ 14:00 hrs	Request submission date to be extended till 27th Jan 2017.	Agreed. However, minimum possible extension will be given.
73	5-6 & 38	ITT 21.1 & 21.2 (a)/ Bid Bank Guarantee	Is the issuance of a Bid Bank Guarantee by any local Indian bank accepted? Is a deviating wording of sample wording accepted? At this moment we can't finally verify or confirm if our partner banks have branches in Gandhidham - Gujaraat, India and can issue the BG as per requested wording.	The BG from any local Indian Bank having its Branch at Gandhidham as per tender condition & format of BG provided in Tender will be accepted.
74	11	Section 1 A - Clause 1.1/"The	Request to delete "Operation" from scope of supply	Tender condition holds good.

		<p>employer/ port indicated in the Tendering Information sheet</p> <p>.....</p> <p>.....</p> <p>.....,</p> <p>including comprehensive AMC with Operation for a period of 5 years" as specified in Section V, Schedule of Requirements</p>		
75	25	<p>Clause 23.4/(This clause is not applicable) - There will be three inner envelopes</p> <p>.....</p>	Please reconfirm	The Clause No. 23.4 of ITT is not applicable.
76	26	<p>Clause 27.2/ (Not Applicable) - First envelope marked.....</p>	Please reconfirm	The Clause No. 27.2 of ITT is not applicable.
77	27	<p>Clause 27.3/ (Not</p>	Please reconfirm	The Clause No. 27.3 of ITT is not applicable.



		Applicable) - At first the outer envelope ...		
78	33	Clause 42.2/ Notification of Award/ binding Contract	Any rights and obligations of the involved Parties should start by having concluded and signed a final contract with terms and conditions for such parties. Is it accepted to have the starting point of execution of the contract with signature of such only?	Tender condition holds good.
79	43	Clause 2. (b) (i)/Deviation Payment Schedule	Can these payment terms be defined in more detail within the bid?	These are self explanatory.
80	60	"Delivery period from date of opening LC"	Does the delivery in this regard means the commissioning and hand over of the crane(s) to KPT? (Kindly also refer to our comment below under line "Page 155, GCC 15.5 Payment Terms - Note"	The entire work (except O & M), Manufacture, Supply, Erection, Testing & Commissioning till handing over shall be completed within 08 Months from the date of opening of Letter of Credit for foreign bidders.
81	152 - 153	GCC 10.2/ "The rules of procedure for Arbitration proceeding pursuant to GCC Clause 10.2 shall be as follows : The place of arbitration shall be Gandhidham, India....."	Request to change the place of arbitration.	Tender condition holds good.
82	37	ITT 14.6(a) iii	Please specify exact Jetty number for unloading cranes.	Jetty No. 6 – 9. Exact location will

		and (b) ii/ "Final Destination (Project Site)": Inside Cargo Jetty Area, Kandla Port Trust, New Kandla - 370210. Gujarat, India.		be intimated on arrival of the cranes.
83	125	Clause 17.1/ Provision of Performance Guarantee	In regard of statement made under page 33, Clause 42.2 above, Contractor's performance obligation should start after a contract has been finally signed and concluded, and accordingly then such performance guarantee should be provided.	Tender condition holds good.
84	154	GCC 15.5/ Definition of used shortcuts	Kindly explain what is meant with: EIC and DGFASLI	EIC : Engineer-In-Charge; DGFASLI : Director General of Factory Advisory Services and Labour Institute
85	154	GCC 15.5/ Payment Terms	Kindly explain what is meant in connection under the payment terms with the following under point (A) (ii), (iii) and (iv): "upon submission of claim".	"Upon submission of claim" – means : Bill shall be submitted in duplicate for making payment.
86	155	GCC 15.5/ Payment Terms - NOTE	It's stated herein that Delivery Period is 8 months after issue of Letter of Acceptance by KPT. Kindly refer to query above under line "Page 60" and please advise what shall apply as it deviates from each other. (8 months after Letter of Acceptance or 8 months after opening of Letter of Credit"	It is 08 Months from the opening of letter of credit. Wherever it appears, the delivery schedule will count from the date of opening of LC.
87			Common question : The RFQ states the requirement for a 100 T mobile harbour crane with a free digging capacity of 600 T/H. Elsewhere it is stated that the crane shall work with a 35 m <sup>3</sup> Grab for material of 1.0 T/m <sup>3</sup> density and do at least 35 cycles per hour. This equals a free digging capacity of approximately 1200 T/H. This requires a larger crane. Where shall the focus to be laid on?	The focus is on 100 T and above capacity under hook. Other parameters are as per manufacturer's proven design. Please refer to the performance standards clause added.

88	60 - 61	Line Item No. 2 of Design, Manufacture, Supply, Testing and Commissioning of Grab of minimum capacity of (i) 22 cbm/density more than 1T/m3. (ii) Minimum capacity of 35 cbm for handling cargo with density up to 1T/m3.	We propose grab size of 27 cbm for Density up to 1 T/m3.	Tender condition holds good.
89	72	Clause 2.2.2/The tenderer shall design the above cranes ..... However, the number of cycles at 120 degrees slew shall not be less than 35/hour with grabs.	Procedure to measure performance / no. of cycles	Clarification at Sr. No. 87 may be perused.
90	74	Clause 3.1.2/The	Designed parameters should be co-related with the lifting capacities.	Agreed.

		Mobile Harbour Crane shall be designed, built and tested to comply with the latest requirement of FEM 1.001 ..... (Please refer to table of classifications)		
91	75	Clause 3.2.3 (Line item no. 3)/ Max. Outreach : 48 Mtr. Min. Outreach : 8/10 M	Max. Outreach: 46M to be acceptable Min. Outreach: 11M to be acceptable	Agreed.
Chapter-3				
92		Clause 2.2.6, last paragraph :	What are NCR 's?	NCR : Non Conformance Report.
93		Clause 3.4.3:	What does "connected to the tubular" mean?	Tubular is the portion above the portal rotating on Slew Bearing.
94		Clause 3.5.1, 3 <sup>rd</sup> paragraph:	5 T/m <sup>2</sup> under the propping pads is not feasible. We assume that 5 T/m <sup>2</sup> is a design load (UDL)	Clarification at Sr. No. 32 may be perused.
95			What is the allowable maximum punctual load?	The jetty's load bearing capacity is 5 T/m <sup>2</sup>
96		Clause 3.5.2, paragraph B) :	"The front window shall be of bay type". Please describe What "bay type" is?	This will be as per proven design.
97		Clause 3.5.11,	Is an additional power source for travelling besides the main engine	Yes, the Crane shall operate on 11

		4th sentence:	AND the shore power supply required?	KV HT Shore Power on the Berth that will be provided by KPT. However, the arrangement for tapping the power from the source, shall be arranged by the contractor.
98		Clause 3.5.13:	Is there an automatic central greasing required for each axle or is a greasing block with centralized grease nipples required?	Tender condition holds good.
99		Clause 3.12.2, 3 <sup>rd</sup> paragraph:	What is the intention of "if the slewing is 90 degree, then also lifted cargo shall be integrated,"?	It means that if the slew movement is less than 90°, then also the VDU will show the lifted cargo along with other parameters, like totalized load.
100			What Is a VDU display? We are not familiar with this abbreviation.	VDU : Visual Display Unit.
101		Clause 3.17.0:	Is it allowed to transport the crane fully erected to the port of destination? Dismantling after testing and erection after transport produces loss of time and additional cost.	Acceptable.
102		Clause 3.22.2:	Isn't it "Lightning protection" instead of "Lighting protection"?	It is Lightning Protection.
103		Clause 3.26.0:	Is a fire detection system "as per manufacturers standard" with proven design delivered to other ports in India also allowed?	Accepted.
104	19	14.6(b) (i) to (iii)/Goods may be quoted FOB along with Cost and Insurance	Considering the SOW, the International delivery term should be CIF. In case of acceptance, please change also clause in Section II Page 37 & 38.	Tender Condition holds good. Clarification furnished at Sr. No. 6 & 7 above may be perused.
105	23	22.1/ Tender document set (Original & Copies)	It was mentioned Original and Copy, however, on page 40, clause ITT 22.1, it was mentioned NIL copies, please clarify.	Original and one duplicate copy shall be submitted.
106	51	Form2/Letter of authority for submission of Bid on INR 100/- NJ Stamp	Being a foreign bidder, requirement of Non Judicial Stamp paper can't be complied, however, bidder will comply this requirement on its letter head duly notarised.	Agreed.

		Paper		
107	60	Form 9/ Quantity for 35 CBM Grabs	We assume there will 3 Nos. of 35 CBM and 3 Nos. of 22 CBM grabs.....please clarify.	Out of 03 Nos. of 35 CBM Grabs, 02 shall be supplied along with Crane. 01 No. 35 CBM & 03 Nos. 22 CBM Grabs shall be supplied separately within the delivery schedule.
108	60 & 155	Form9 & GCC15.5 - Note Delivery period of 08 months from date of opening of LC	Please include this requirement (08 months from opening of LC) in clause GCC 15.5 (Note) as well, therein, it was mentioned 08 months from LOA.....please modify GCC 15.5 in line with Form9.	The work completion period is 08 months from the date of opening of LC
109	60	Form 9 (Part B)/(i) Transportation, Freight, Insurance, Port clearance charges (items 1,2,4); (ii) Customs Duty	i) Since SOW will be CIF, so bidder will incur the amounts mentioned in items 1, 2 & 4 in foreign currency through its freight forwarder, so will quote such items in Euro's in Part A of Price Bid and NOT in INR.  ii) Bidder will undertake the customs clearance on arrival of cranes and accessories at Kandla Port, however, the Customs Duty that will be determined by the Customs department shall directly be paid by KPT to Customs authorities.  Delay period (number of days) if any, for release of Customs Duty by KPT will be excluded from delivery period.	The price schedule is self explanatory. The sr. no. of items mentioned by the party is related to services to be performed in India.  Custom Duty will be paid by the contractor and will be reimbursed by KPT on submission of documentary evidence.  Tender conditions hold good.
110	63	Form 11/ Column 6 ...Sales and other taxes	Sales Tax is not applicable in case of bidder, so please clarify where to mention Service Tax! Can we mention in this Column ..... please clarify!	The bidder may quote the applicable Service Tax on the Letterhead, since the Service Tax component will not be considered while evaluation of bid.
111	68	2(ii)/ Grab of 35 CBM	In the present schedule one No. was mentioned, however, in Form 9 (Part B) total 6 Grab were mentioned? Also on page 69, Six Grab were mentioned.....please clarify the quantity?	Clarification at Sr. No. 107 may be perused.

112	70	3/General CAMC Contract	The crane will be suitable to work with grab and spreader: please clarify if the spreader is mechanical or telescopic.  In case of award, Bidder propose to have CAMC of 3 years in the name Italgru India Pvt. Ltd.	The Cranes will be used either on Grab or Hook Mode and Spreader will not be used.  Agreed. However, in case of award of the work, the principal bidder will be solely responsible for execution of CAMC and necessary clauses will have to be incorporated in the contract agreement in this regard.
113	77	3.4.8/ Grab/ Spreader attachment and vice versa	Spreader has not been considered in the SOW, Accordingly automatic hook block will not be included in SOW.....please clarify.	Clarification at Sr. No. 112 may be perused.
114	81	3.5.11/ Travelling	Please clarify is the lower cabin is also requested. In case of positive answer, the lower cabin will be used for travelling only.	Yes and agreed.
115	82	3.5.14/ Engine make	Please also consider MTU.	Accepted.
116	91	3.28.1/ Drawings and Manuals	Bidder will provide this along with delivery of crane(s) as per article 25.21 page 134.	Agreed.
117	92	3.30.0/ Erection and Testing works at site	As per FEM, the dynamic test is done with 10% overload and the static with 25% overload.	Agreed.
118	94	3.36.2/ Contact Price (CAMC)	The extension of CAMC beyond 3 years will be on fresh terms & conditions.	Tender condition holds good.
119	101	3.36.7/ Payment terms for Operation & CAMC	Please consider monthly payment instead quarterly. Also due to the fact crane availability and penalty (if any) will be on monthly basis (refer clause 3.36.8 & 3.37).	Monthly payment agreed. The bidder may also peruse the clarification at sr. no. 39.
120	103	3.37(ii)/ Penalty for	In such situation, Penalty under clause 3.37(i) towards shortfall below 95% shall not apply.	The bidder may peruse the clarification at sr. no. 39

		more than 30 days for major breakdown		
121	153	GCC12.1/ Shipping Documents	Since shipment will be through Sea, so bidder will provide following documents for LC negotiation through Bank only : <ul style="list-style-type: none"> <li>• Negotiable Bill of Lading</li> <li>• Invoice</li> <li>• Manufacturer's warranty, certificate</li> <li>• Packaging list</li> <li>• Insurance Certificate</li> <li>• Third party certificate.</li> </ul>	Agreed.
122	154	GCC 15.5/ Payment terms / FOB (ii) & (iii)/ Shall be paid in 28 days	Please replace FOB to CIF at all places, as requested in item 1 above.  This period may please be considered for 10 days in the interest of project.	Clarification furnished at Sr. No. 6 & 7 above may be perused.  Tender condition holds good.
123	157	GCC 23.1/ Payment of Insurance & Freight in INR	Please see our query in item 109 above.	Clarification at Sr. No. 109 may be perused.
124	158	GCC 26.1/ Liquidated Damages	Please consider total LD as Mormugao Port Trust Tender (maximum 5% of the contract value excluded CAMC). LD will apply only to the late delivery of the crane to KPT without taking into consideration commissioning of the cranes.	Tender condition holds good.
125		Request for new clause : Time for Preventive Maintenance	Please consider at 2 days per month/per crane for Preventive Maintenance of KPT assets.	Agreed.
<b>KPT's Clarification on Tender Documents.</b>				
126	145	AMENDMENT :	The Contractor will be allowed to tap/use electric power to the	The clarification on the bold



		SECTION-VII; SPECIAL CONDITIONS OF CONTRACT, LAST LINE, GCC 37.6 :	extent of as specified in SCC, if electric Supply from the Employer's network is available at work site, subject to the contractor's complying with the rules and regulations of temporary load and safety precaution laid down by the Employer from time to time. <b>Use of power is restricted to single phase for electrical drilling machine, temporary lighting and testing of the lighting installation etc. For any other requirements, the contractor shall request the Employer. Upon suitability, the Employer shall provide the same at cost to the Contractor.</b>	portion of the para is "The requirement of power for the erection, commissioning and other related works, shall be provided free of cost by KPT without any limit."
127		NEW CLAUSE	PERFORMANCE STANDARD	As per Annexure – I.
128		NEW CLAUSE		During the guarantee period of 2 years or 4000 hours whichever is later, the contractor shall carry out scheduled preventive maintenance and breakdown maintenance along with material/spares and man power at their own cost.

XEN (E)

Dy. CME

TM

FA & CAO

## PERFORMANCE STANDARD for Harbour Mobile Cranes (HMC)

(i). For Shredded Scrap:

**Minimum performance standard to be achieved: 7997 MT per HMC per day**

Average daily crane performance (in Metric Tonne)	Ceiling rate per tonne (in `)	
	Foreign	Coastal
Upto 7996	91.35	54.82
<b>7997</b>	<b>96.16</b>	<b>57.70</b>
7998-8997	100.97	60.59
8998-9997	105.78	63.47

**Note:** To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2<sup>nd</sup> thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 9997 tonnes.

(ii). For Project cargo:

**Minimum performance norm to be achieved: 4200 MT per HMC per day**

Average daily crane performance (in Metric Tonne)	Ceiling rate per tonne (in `)	
	Foreign	Coastal

Upto 4199	181.37	108.82
<b>4200</b>	<b>190.92</b>	<b>114.55</b>
4201-5200	200.47	120.28
5201-6200	210.01	126.01

**Note:** To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2<sup>nd</sup> thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 6200 tonnes.

(iii). For Other bulk cargo

**Minimum performance norm to be achieved: 13,507 MT per HMC per day**

Average daily crane performance (in Metric Tonne)	Ceiling rate per tonne (in `)	
	Foreign	Coastal
Upto 13506	56.40	33.84
<b>13507</b>	<b>59.37</b>	<b>35.62</b>
13508-14507	62.34	37.40
14508-15507	65.31	39.18

**Note:** To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2<sup>nd</sup> thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 15507 tonnes.

(iv). For Other break bulk cargo

**Minimum performance norm to be achieved: 6401 MT per HMC per day**

Average daily crane performance (in Metric Tonne)	Ceiling rate per tonne (in `)	
	Foreign	Coastal
Upto 6400	119.02	71.41
<b>6401</b>	<b>125.28</b>	<b>75.17</b>
6402-7401	131.54	78.93
7402-8402	137.81	82.69

**Note:** To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2<sup>nd</sup> thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 8402 tonnes.

(v). For Heavy Melting Scrap (HMS)

**Minimum performance norm to be achieved: 4032 MT per HMC per day**

Average daily crane performance (in Metric Tonne)	Ceiling rate per tonne (in `)	
	Foreign	Coastal
Upto 4031	181.18	108.71
<b>4032</b>	<b>190.72</b>	<b>114.43</b>
4033-5032	200.26	120.15
5033-6032	209.79	125.87

**Note:** To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2<sup>nd</sup> thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 6032 tonnes.

(vi). For Thermal Coal

**Minimum performance norm to be achieved: 14,498 MT per HMC per day**

Average daily crane performance (in Metric Tonne)	Ceiling rate per tonne (in `)	
	Foreign	Coastal
Upto 14497	51.68	51.68
<b>14498</b>	<b>54.40</b>	<b>54.40</b>
14499-15498	57.12	57.12
15499-16498	59.84	59.84

**Note:** To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2<sup>nd</sup> thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 16498 tonnes.

(vii). (a). For Salt

**Minimum performance norm to be achieved: 15506 MT per HMC per day**

Average daily crane performance (in Metric Tonne)	Ceiling rate per tonne (in `)	
	Foreign	Coastal

Upto 15505	49.12	29.48
<b>15506</b>	<b>51.71</b>	<b>31.03</b>
15507-16506	54.30	32.58
16507-17506	56.88	34.13

**Note:** To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2<sup>nd</sup> thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 17506 tonnes.

(b). For Iron Ore

**Minimum performance norm to be achieved: 15506 MT per HMC per day**

Average daily crane performance (in Metric Tonne)	Ceiling rate per tonne (in `)	
	Foreign	Coastal
Upto 15505	48.33	48.33
<b>15506</b>	<b>50.87</b>	<b>50.87</b>
15507-16506	53.41	53.41
16507-17506	55.96	55.96

**Note:** To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2<sup>nd</sup> thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 17506 tonnes.

(viii). For Food grains, pet coke, met coke

**Minimum performance norm to be achieved: 9005 MT per HMC per day**

Average daily crane performance (in Metric Tonne)	Ceiling rate per tonne (in `)	
	Foreign	Coastal
Upto 9004	84.60	50.76
<b>9005</b>	<b>89.05</b>	<b>53.43</b>
9006-10005	93.50	56.10
10006-11005	97.96	58.77

**Note:** To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2<sup>nd</sup> thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 11005 tonnes.

(ix). For Steel coils

**Minimum performance norm to be achieved: 10315 MT per HMC per day**

Average daily crane performance (in Metric Tonne)	Ceiling rate per tonne (in `)	
	Foreign	Coastal
Upto 10314	73.85	44.31
<b>10315</b>	<b>77.74</b>	<b>46.64</b>
10316-11315	81.63	48.97

11316-12315	85.51	51.30
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**Note:** To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2<sup>nd</sup> thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 12315 tonnes.

- (x). For Gypsum, MOP, Fertilizer (DAP+ urea)

**Minimum performance norm to be achieved: 12499 MT per HMC per day**

Average daily crane performance (in Metric Tonne)	Ceiling rate per tonne (in `)	
	Foreign	Coastal
Upto 12498	60.94	36.57
<b>12499</b>	<b>64.15</b>	<b>38.49</b>
12500-13499	67.36	40.41
13500-14599	70.57	42.34

**Note:** To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2<sup>nd</sup> thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 14599 tonnes.

- (xi). For Timber logs

**Minimum performance norm to be achieved: 3175 MT per HMC per day**

Average daily crane performance (in Metric Tonne)	Ceiling rate per tonne (in `)
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	<b>Foreign</b>	<b>Coastal</b>
Upto 3174	238.00	142.80
<b>3175</b>	<b>250.53</b>	<b>150.32</b>
3176-4175	263.06	157.84
4176-5175	275.58	165.35

**Note:** To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2<sup>nd</sup> thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 5175 tonnes.

**Notes:**

- (i). The formula for calculation of average berth-day output is as follows:-

$$\frac{\text{Total Quantity loaded / unloaded by HMC}}{\text{Total time taken from vessel commencement to completion}} \times 24 \text{ hrs.}$$

Total time taken from vessel commencement to completion

- (ii). If one HMC works with another HMC or ELL crane/s, the Berth-day output for the crane will be ascertained on the basis of the quantity as recorded by the HMC's load meter.

- (iii). In case of dispute on the average output, the decision of the Port Trust will be final and binding.

If the above mentioned performance standards are not achieved, then penalty equal to the difference between the revenue calculated based on the performance standard and the revenue calculated based on actual quantity handled will be recovered from the contractor.

If the contractor achieves better performance than the stipulated performance standard, then incentive of 25% of the excess revenue generated due to the incremental quantity of cargo handled will be paid to the contractor.

Note: However, if the daily performance standard is not achieved for reasons not attributable to the contractor, then no penalty will be imposed.

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