



ODISHA POWER TRANSMISSION CORPORATION LIMITED  
(A Government of Odisha Undertaking)  
Odisha Distribution System Strengthening Project (ODSSP)  
O/O Project Management Unit - 33/11kV  
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Dt.26.11.2013

**Corrigendum to Tender Notice No. NIT/ODSSP/OPTCL/01, dated 25.09.2013**

The reply to the Commercial Queries of Pre-bid Conference held on 25.10.13 against T.O tender notification no. NIT/ODSSP/OPTCL/01 is uploaded.

The reply to the Technical Queries will be uploaded shortly.

All other terms & condition of the Tender will remain unchanged.

*Nilamber Dash*  
26.11.13

Project Manager (ODSSP)  
PMU-33/11 kV, OPTCL

**REPLY TO THE COMMERCIAL QUERIES RAISED DURING THE PRE-BID MEETING ON 25.10.2013  
AGAINST TENDER NOTICE NO. NIT/ODSSP/OPTCL/01**

Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
1	Vol-I Cl. No-4.1 Technical criteria.	For GIS containerized Sub-Station. Please allow the Technical qualification criteria as GIS substation criteria instead GIS containerized Sub-Station. This will promote healthy and competitive bidding process.	In case of GIS containerized Sub-Station package(s) only, the global experience of the bidder or its foreign counterpart shall also be considered in addition to the domestic experience.  In case of GIS containerized Sub-Station package(s) only, the global successful operation of the bidder or its foreign counterpart shall also be considered in addition to the domestic experience.
2	Vol 1 TABLE-A Page No. 8 ( SI. No.5)	Considering vast scope & volume under the proposed contract, we request you to revise the construction period of the work to 24 months instead of 12 months.	The Project completion period revised from 12 months to 14 months from the date of issue of LOA.
3	Vol 1 TABLE-A Page No. 8 13) (S1. No )	For getting the sufficient time for pre bid assessment and cost estimate, We request you to kindly extend the date of submission by at least 3 weeks from schedule date of submission.	The bid submission date is already extended up to 17.12.2013 and the corrigendum to this effect already uploaded in the tender portal.
4	Vol. 1, Section VI, Annexure ô 1, Page 128 to 130	In Annexure 1 (Proforma of Bank Guarantee for EMD), it has been mentioned that the Bank Guarantee for Earnest Money Deposit should be payable at the issuing branch as well as at Bhubaneswar Branch of the BG issuing branch too.  You are requested to kindly revise the clause by keeping it payable at the issuing branch, as generally the Bank Guarantee is payable at the issuing branch only.	The encashability of the Bank Guarantee at Bhubaneswar branch of the issuing bank has been our practice and hence the tender condition stands.

Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
5	Vol-I CL No. 87.1 Page No. 108	Please update current status of land acquisition for each substation wise.	Land acquisition for almost all substations has already been completed. Site visit for the prospective bidder(s) already organised.
6	Vol I CI. No. 15.4 page No 27 No price variation to Ex-Works/Basic Price is allowed under this contract.	<p>In past there has been significant price fluctuation on basic materials like steel, metal (Aluminum, copper, GI), plastic etc. Therefore we request you to please consider price variation as per IEEMA clause.</p> <p>We request you to accept price variation for some of the major materials such as :</p> <ol style="list-style-type: none"> <li>1.Power &amp; Distribution Transformers</li> <li>2.Switchgear Material VCB, CT, IVT/PT,LA</li> <li>3.Isolators, C&amp;R Panels, Insulators</li> <li>4.Conductor</li> <li>5.Cables of all type</li> <li>6.Battery &amp; Battery charger</li> <li>7. RSJ/GI Joist Poles</li> <li>8. PSC Poles etc. all Steel structures etc.</li> </ol>	Tender clause on firmness of price stands.
7	VOL-I, CLAUSE-21	WE UNDERSTAND THE THIRD PARTY INSPECTION CHARGES TO BE BORNE BY THE OPTCL.	Yes, TPIA expenditure to be borne by OPTCL. However, for any default on the part of the contractor or its vendor (materials not ready for inspection/2nd time inspection of the same equipment/works due to short comings in the equipment/works offered for inspection) the consequential charges shall be recovered from the Contractor.

Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
8	Clause no. 33.0 Terms of payment	(Supply part) final 10% payment will be made after successful commissioning of the Sub-Station and associated line in all respects We presume that the payment shall be made after successful commissioning of each substation & associated line. Please confirm.	The final payment of 10% of the contract price separately for supply and erection portion shall be made as follows; 1. 5% of the contract price (Supply and Erection) shall be made after successful commissioning and taking over of each sub-station and associated lines in all respects. The payments shall be subject to clearance from Electrical Inspectorate. 2. Balance 5% of the contract price (Supply and Erection) shall be made after successful commissioning and taking over of all sub-stations and associated lines under the package in all respects including any additions and alterations envisaged, return of dismantled materials, Final Material Reconciliation Statement, Joint Verification certificate between the Engineer-In-Charge and Contractors representative and taking over certificate. The payments shall be subject to clearance from Electrical Inspectorate.
9	70 under GCC Erection (Page No. 101 of 167) Right of Way Solving	Right of Way (ROW) will not be in Contractor Scope.	Right of Way (ROW) will be in Contractor's Scope. However, OPTCL and its Project Management Consultant (PMC) will make all endeavour to facilitate process of securing the ROW. Any statutory fees for getting clearance from Railway, NHAI, Forest, Water and other Statutory/Govt. body shall be reimbursed by OPTCL.
10	Labour Cess	Labour Cess will be applicable or not. Please clarify	Labour cess will be applicable both on supply and erection portion and it shall be to the Contractor's account as employer. The contractor needs to take necessary registration under the Act dealing with labour cess.

Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
11	Section -III, GCC Supply Part, Clause No.33 (II)	We propose to submit the BG on quarterly basis for the equivalent amount instead of submitting the BG along with each supply invoice. Kindly confirm.	<p><b>PROGRESSIVE PAYMENT (75%) FOR SUPPLY COMPONENT:</b></p> <p>(xii.) a. Submission and acceptance of unconditional &amp; irrevocable Bank Guarantee issued in favour of Odisha Power Transmission Corporation Ltd., for the 15% of the Invoice value in accordance with the Performa attached. Alternatively, Bank Guarantee for this purpose shall be submitted in three equal instalments each for 5% of the total order value. The said Bank Guarantee(s) shall be initially valid for 90 days over and above the schedule date of contract completion period of work. However, the cumulative amount of the 15% of Invoice value to be released shall not exceed the cumulative amount of BG submitted for this purpose.</p> <p>b. The said Bank Guarantee(s) shall be returned after expiry of 90 days over and above the work completion period or completion of Erection/Installation of such material at site whichever is earlier.</p>
12	Volume-I/SECTION-VI/ANNEXURES-XV/ Page No 157 OF 167.	<p>1. If the bidder's participation packages do not contain scope of pile foundation in that case is it necessary to submit undertaking for the same. Kindly clarify</p> <p>2. Can we submit undertaking on agency letter head instead of stamp paper? Please Confirm.</p> <p>3. Please clarify that undertaking of pile foundation can be submit common for all packages.</p>	<p>1. For Packages not containing scope for pile foundation work, undertaking is not required.</p> <p>2. Undertaking on Agency Letter Head instead of non-Judicial Stamp paper shall be accepted at the time of submission of bid. However, the same shall be submitted on Non-Judicial Stamp paper at the time of signing of the contract agreement.</p> <p>3. One undertaking for pile foundation is sufficient at the bidding stage. However, it has to be uploaded for each Package in which the bidder is participating.</p>

Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
13	Volume-I/SECTION-VI/ANN EXURES-XIV/ Page No 155 OF 167. Manufacturer's Authorization Form (MFA)	1. Can we submit MFA on Vendor letter head instead of stamp paper? Please Confirm. 2. Please clarify that MFA of equipment can be submit common for all packages.	1. Manufacturer's Authorization Form (MAF) Undertaking on Agency Letter Head instead of non-Judicial Stamp paper shall be accepted at the time of submission of bid. However, the same shall be submitted on Non-Judicial Stamp paper at the time of signing of the contract agreement.  2. One undertaking for Manufacturer's Authorization Form (MAF) is sufficient at the bidding stage. However, it has to be uploaded for each Package in which the bidder is participating.
14	GENERAL	In case of delay in handing over the suitable land for putting up the substation works, then the compensation shall be paid to us for each week of delay. The rate and amount of compensation shall be agreed upon while signing the contract agreement. Kindly confirm	Tender condition stands.
15	Drawings of power substations:	Cost construction of power substations, for filling with earth and morum, access to and not by contractor. of preparing the land suitable for example levelling, diverting drainages, the sub-station will be borne by OPTCL	For filling of earth, morumetc, in the Sub-Station, provision is there in the Price Schedule. For approach road price schedule is being amended.
16	Taking over:	It is our experience that getting electrical inspector to inspect the plant and equipment is a tough job for the contractor. Hence it is the responsibility of OPTCL to arrange for the inspection of the electrical equipment' Further, bill payment can be linked to clearance given by OPTCL engineer so it has such type of work. This arrangement will save OPTCL time and reners /and effort,which is in the interest of the works of OPTCL.	Getting electrical inspector to inspect the plant and equipment is the responsibility of Contractor. OPTCL will endeavour to facilitate for getting electrical inspector to inspect. However, the statutory fees shall be reimbursed by OPTCL.

<b>Sl. No.</b>	<b>Clause Ref.</b>	<b>Bidders Queries</b>	<b>OPTCL's Response</b>
17	Terms of Payment on EPC Basis or Substations basis	How payment for Supply/ Erection shall be made in case of single order	Orders shall be placed separately for supply and erection with cross fall breach clause. Payment shall be released as per the payment terms in the respective order.
18	Volume-I, Sec-II, ITB, Cl.4.5 (i)	We request you to consider the Turnover of the company as a whole (excluding its sister companies) instead of the Works Contracts related turnover. The financial stability & capability of a company should be evaluated for turnover of the company as a whole and not only for its individual business.	The Annual Turnover requirement has been modified as Annual Turnover of the company only (excluding its sister companies) instead of works contract related annual turnover only.
19	Volume-I, Sec-II, ITB, Cl.33	Majority of the items are major items for which we will have to make advance payments. We request you to provide interest free advance.	Tender condition stands.
20		AS per Govt. Of India Notification No : F .NO.25(2)/2011-MA Dated 14th Oct, 2011 .The NSIC Certificate holder are eligible to get exemption from payment of EMD,S.D and 15% Price preference in the Tenders floated by Government, Public sectors undertaking etc, As we hold NSIC Certificate we request you to permit us to avail the above benefits. Please Confirm.	Not applicable.
21		Please confirm that there will be no TDS/WCT deduction on supply contract, while it will be applicable only on erection and civil contract.	Orders shall be placed separately for supply portion and erection portion including civil works. TDS on account of WCT will apply to order for erection portion including civil work.

Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
22		<p>1) OSIC have awarded us for work of NHPC for Execution of RGGVY work in August, 2009 .This work has been completed in September, 2011. The work order &amp; performance Certificate are enclosed or not.</p> <p>2) Whether an EPC Contractor with Manufacturer Authorization can participate in GIS &amp; Containerized GIS Package or not.</p> <p>3) The Completion period may be increased to 24 months for Construction of Substation, 33kV &amp; 11kV line.</p>	<p>1. Work executed during last five FY preceding to the year of NIT shall be considered.</p> <p>2. EPC contractor himself fulfilling the qualification criteria separately prescribed for GIS and Containerized GIS under 4.1 of the ITB and amendment thereto can participate.</p> <p>3. Project completion period has been extended to 14 months from 12 months from the date of LOA.</p>
23		<p>Usually many State Govt. provide interest free mobilization advance recoverable pro rata from the RA Bills. In the instant tender also, we request you to allow us interest free advance. The Bank Guarantee provided against advance payment may be swapped with the requirement of Performance Bank Guarantee which can be utilized for that purpose. We will not take back the Bank Guarantee provided to you against advance payment and also not provided fresh BG for performance. This will save our and your time and effort. To this effect, we may suitably word the terms and conditions of the BG.</p>	<p>1. Tender conditions stands.</p> <p>2. The purpose of Advance Bank Guarantee and Performance Bank Guarantee are different. Hence, they can't be swapped.</p>



Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
24	Point No-8 ,Page no-6	Please clarify, if it means a bidder can make different Partners for each package.	Yes, but without attracting conflict of interest specified in the JV Qualification clause 4.6 of ITB.
25	Volume-I, Sec-II, ITB, Cl.4.5 (iii)	<p>The formula for calculation of Bid capacity is not clear. Please clarify what is (L-I). The calculation mentions that the following amounts will be added</p> <p>i) Contracts awarded to bidder</p> <p>ii) The evaluated price of Contracts to be awarded to bidder.</p> <p>iii) The estimated cost of packages to be opened.</p> <p>The cases (ii) and (iii) are not assured business to the bidder and should not be considered for calculation.</p>	<p>The formula for calculation of bid capacity is very clear without any ambiguity. (L-I) means lowest evaluated price among the Techno-Commercially acceptable bids for the package. The case (ii) is an assured business, so far as OPTCL is concerned. The case (iii) is taken in to consideration to find the bid capacity of the bidder, if his bid capacity permits to take up the work, if awarded. Further, if the bid capacity of a particular bidder does not permit, the bid for the package under consideration is not taken for further evaluation.</p>
26	Volume-I, Sec-II, ITB, Cl.05	<p>i) If a bidder is willing to form a JV for some particular packages only, than how will the Bid Capacity calculated for separate packages.</p> <p>ii) What will be the criteria for award for a bidder forming a JV for some Packages?</p>	<p>i. Partners in a JV bidder are not eligible to participate in the bidding process of a package as it would lead to conflict of interest under the tender.</p> <p>ii. The bid capacity qualification of a Partner of JV for a particular package shall be calculated as per Bid Capacity Qualification Clause-4.5 of ITB, taking in to consideration the full value of the package(s) where he has participated in the bidding process as an independent entity and in the profit sharing ratio of the JV where his JV is involved, there being no conflict of interest in either case.</p>

Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
27	Handing over	How the job shall be handed over. Will it be taken over on Substation completion basis or there is any other alternative.	Will be taken over Sub-station wise. However, total work will be deemed to be completed after takeover of all the substations and associated lines within the package.
28	General	If Joint Venture of 02 Companies intent to Bid for the projects invited by OPTCL, whether the E-Tendering Registration in the name of any partner will be allowed to the downloading & submission of Tender. The E-Tender Registration in the name of Joint Venture shall not be insisted as there may be possibilities of bidding the Tenders with different JV Partner. Please clarify.	Qualifying formats in XLS and uploaded documents required for the participating JV bidder are to be keyed in & uploaded and submitted by the lead Partner.
29	Volume-I/SECTION-II/ITB/CLAUSE-16.5/ Page No 28 OF 167.	Schedule Not attached in Tender documents. Please Provide	The EFT form is prescribed by the Bank for electronic payment, which is needed to be furnished by the bidder. The prospective bidder(s) shall collect the EFT form from thier Banker and submit the same duly filled up along with the BPS to facilitate for electronic payment.
30	Vol-I/Clause-24.4 / Page No 31 OF 167. Evaluation of Bid	Please confirm if OPTCL shall determine no of packages to be opened with respect to bid capacity beforehand or it will decide the same after considering status of already opened price bids.	For this purpose the price bids of the Packages for techno-commercially acceptable bidder(s) shall be opened independently package wise in a sequential manner as decided by the OWNER on a reasonable basis. For the purpose of calculation of Bid capacity qualification, the status of the already opened price bid(L-I) shall be taken in to consideration.

Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
31	Volume-I/SECTION-II/ITB/C1-1.3/ Page No 11 OF 167. Funding of Project	We understand that the project is being funded by Govt. of Odisha. Please confirm if the funds have been tied-up or have already been provided to please confirm	Project is being totally funded by Govt. of Odisha and OPTCL is the nodal agency for execution of work and release of payment. The fund will be provided in the Govt. of Odisha Budget as per the projection made in the scheme. A sum of Rs.200 crore has already been provided in the Budget for the FY 2013-14.
32	GENERAL	Please provide price schedule in editable excel format for our internal costing purpose.	Under e-tender concept the price schedule in editable excel format is not being allowed for administrative expediency.
33		As per guidelines issued by ministry of finance, it is mandatory for all public sector banks to issue letter of credit & bank guarantees only through Structured Financing Messaging System (SFMS). In order to issue the bank guarantee towards earnest money deposit for subject tender, we need to submit our bank the details of beneficiary's bank i.e. Bank's Name & Branch, IFSC code & SFMS code You are, therefore, requested to furnish following details: 1. Beneficiary Bank's Name & Branch 2. IFSC code 3. SFMS code Copy of circular is enclosed for your reference.	Presently the SFMS mode of submission and acceptance of Bank Guarantee has not been followed by OPTCL.
34	14 under GCC, Ligated Damage	Request you to change the upper limit of LD on supply & erection will be 5% instead of 10% of undelivered/ incomplete portion.	Tender clause stands.

<b>Sl. No.</b>	<b>Clause Ref.</b>	<b>Bidders Queries</b>	<b>OPTCL's Response</b>
35	Storage of Material	Since the job is spread over in different district under single project, request to allow us to storage the supplied material in the individual Sub Station.	The Contractor shall make his own arrangements for land for Stores and Workshops as required for storage of materials supplied and brought to site under the Contract at his own cost.
36	Site Visit	Since this is a green job, request you to arrange site visit at individual substation.	As discussed in the Pre-Bid Meeting, Site Visit was already done under different Discoms.
37	Submission of Bid	Allow us to submit the Common documents in a separate envelope in case of multiple bid submission.	Common documents to be uploaded packagewise.
38	Section-II, ITB, Clause 17 and Section -III, GCC Supply Part, Clause No.33 (V)	As per this clause statutory variations in rates of taxes & duties during the contract period on the bought out items is to the owner account. Please suggest the mechanism to indicate taxes and duties considered by us on bought out items in price schedule provided along the bid.	Tender clause stands.
39	Cl No. 4.3.1 (Bidder's Financial Qualification)	When a Bidder participates in more than one package, he should have the financial capability to execute all the packages simultaneously & hence the MAAT should be equal to or higher than 50% of the total estimated value of the package. Hence we request you to kindly amend the clause as Note : - MAAT is applicable cumulatively for all package together in which bidder has participated The above qualification requirement is uniformly adopted by all utilities & hence we request you to kindly consider the same.	The financial capability to execute the packages is determined by Bid capacity qualification criteria taking in to account the highest annual turnover during last five years based on the audited accounts. MAAT is being considered as one of the eligibilitycriteria. MAAT and Bid Capacity qualification together are being considered for Techno-Commercial evaluation and award of the contract.

Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
40	CI No. 4.3.2 (Bidder's Financial Qualification)	<p>When a Bidder participates in more than one package, he should have the financial capability to execute all the packages simultaneously &amp; hence the Liquid assets should be equal to or higher than 25% of the total estimated value of the package. Hence we request you to kindly amend the clause as Note : - Liquid assets and Credit facility is applicable cumulatively for all package together in which bidder has participated</p> <p>The above qualification requirement is uniformly adopted by all utilities &amp; hence we request you to kindly consider the same.</p>	<p>Since, Bid capacity qualification clause exist for this purpose, Liquid Assets and Credit facilities shall be continued as per the Tender clause.</p>
41	CI No. 4.5 i (Bid Capacity Qualification) & CI No. 4.5 iii (Bidder's Techno-Commercial Eligibility based on the Bidder's Bid Capacity Qualification)	<p>Bidders bid capacity shall be assessed either based on Annual Turnover or based on the concurrent commitments. However these clauses are contradictory.</p> <p>Also for JV qualification, the Bid capacity is based only on the Annual Turnover.</p> <p>Hence we understand that the Bidder is eligible for award of contracts if he meets the qualification criteria indicated in CI No. 4.5-i (ie based on Annual Turnover)</p>	<p>The financial capability to execute the packages is determined by Bid capacity qualification criteria taking into account the annual turnover during last five years based on the audited accounts. MAAT is being considered as one of the eligibility criteria. MAAT and Bid Capacity qualification together are being considered for Techno-Commercial evaluation and award of the contract.</p>

<b>Sl. No.</b>	<b>Clause Ref.</b>	<b>Bidders Queries</b>	<b>OPTCL's Response</b>
42	Cl No. 15 - Bid Price	Being an EPC contractor, most of items are bought out items & hence our quoted ex works price will be inclusive of ED, CST & VAT. However for claiming the statutory variations in the taxes & duties during the course of the contract, we shall submit the necessary proof like ED gate pass & invoice. Kindly confirm your acceptance for providing all inclusive prices in ex-works for bought out items.	For bought out items, contractor may quote basic price inclusive of all taxes & duties and incidentals mentioning the applicable rates of taxes & duties and incidentals separately.
43	Cl No. 33.0 - Payment Terms	Kindly clarify when the BG submitted for 15% would be released to us.	The BG submitted for 15% shall be released after expiry of 90 days over and above the work completion period or completion of Erection/Installation of such material at site whichever is earlier.
44	15.0/ Page 46 of 167 Performance Guarantee	Overall performance guarantee including repair/ replacement shall be for a period of 2 years from satisfactory commissioning or 2 and half years from the date of last major despatch, whichever is earlier.	Tender clause stands.
45	22.0/ Page 49 of 167 Patent rights & Royalties	Supplier will not be liable to Purchaser for any claim that is based upon: (i) use of the Supplier's product in modified form or in a manner for which they were not designed, or (ii) use of the Supplier's product in combination with goods or services not provided by Supplier or approved by Supplier in writing, or (iii) infringement arising out of Purchasers specifications.	The contract is on EPC basis and Engineering, supply and erection & Commissioning are within the scope of the contractor. Therefore, only when there is any infringement of patent rights for action at the instance of OPTCL, it shall be to Owner's account or else it should be to the contractors account.

Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
46	35.0/ Page 55 of 167, Deductions from contract price	Consequential/ Indirect damages shall be excluded & the aggregate liability of SEIL shall be limited to the total contract value.	Tender clause stands.
47	44.7/ Page 61 of 167, Availability of spares	Shall be guaranteed for minimum 10 years.	Tender clause stands.
48	Bid Security:	Normally all the State Power utility companies have stipulated for the validity of Bid security in the form of Bank Guarantee for a period of 180 days instead of 240 days since validity of the bid is for 180 days. Hence, we also expect the same stipulation of two days for the BG as Bid security from your organization.	As an abundant precaution against non-submission of CPBG the EMD BG validity period has been kept 60days beyond the validity of the offer. Therefore, tender clause stands.
49	Advance payment:	Usually many State Governments provide in mobilization advance recoverable prorata from the RA Bills in the instant tender also, we request you to allow us interest free advance The Bank Guarantee provided against advance payment may be swapped with the requirement of Performance Bank Guarantee which can be utilized for that purpose. We will not take back the Bank Guarantee provided to you against advance payment and also not provide fresh BG for performance. This will save our and your time and effort. To this effect, we may suitably word the in terms and conditions of the BG.	Tender clause stands.

Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
50	Fatal Injury Or Accidents causing death or major injuries:	It has been mentioned under clause 58.23 of Section IV, General Conditions of Contract (GCC), Erection Part that the contractor is liable to pay to the owner of Rs.1,00,000.00 and Rs.20,000.00per person respectively, if the contractor docs not take all safety precautions etc. In this regard, it is to be brought to the notice of the concerned authorities that despite taking all safety measures and precautions, accidents do occur some times and for all such eventualities, the workmen are covered under insurance. Hence, stipulating additional such a condition is unwarranted. We therefore request you to delete this clause.	Tender clause stands.
51	Clearance of surveyed or BOQ quantities;	we request you to freeze the quantities within one month of submission of the survey report	OPTCL shall endeavour to freeze the quantities both for Sub-Station and Line within one month of submission of survey report, except for any changes warranted during execution.
52	Time Frame:	As the responsibility for executing the works is not free from time lines and or incumbent upon the employer also to draw a time frame for various responsibilities from the side of OPTCL like parne to fbills, approvals and clearances which, in attract either interest payment in case of approvals.	Standard working procedure is being framed to fix time line for different activities.



<b>Sl. No.</b>	<b>Clause Ref.</b>	<b>Bidders Queries</b>	<b>OPTCL's Response</b>
53	4.1 of Instruction to Bidders, Section-II: Technical Qualification	Request to amend the clause to the following extent: The work should be executed during last Ten Financial years preceding to the year of NIT so that the competition will be more. A confirmation in this regard is solicited.	Tender clause stands.
54		Return of surplus materials for which payment has been made by OPTCL	Yes, Surplus materials for which OPTCL has made the payment has to be returned to OPTCL.
55	5.Liquidated Damages:-	You have mentioned to charge 0.5% per week to a maximum of 10% of the contract value. Generally, everywhere the delay caused by department lapses also will be penalized to Contractor. The contractor will be penalized for complete delay period. We are prepared to bear the LD charges for the delay occurred due to our lapses. We request you not to levy and LD charges for at least 24 months period and also request to levy LD to the contractor for the their lapses strictly.	Tender clause stands.
56	Volume-I, Sec-II, ITB, Cl.4.1(i)	The tender calls for separate PQ for AIS and GIS substations. Please note that only the 33KV Indoor panels are GIS and no special experience is required to erect these GIS panels. We request you to keep a common PQ for AIS and GIS S/S. Apart from the above for GIS packages bidder may be asked to submit and undertaking from manufacturer giving consent of support to bidder for erection of the GIS equipment.	GIS Sub-Station is a separate category distinct from the AIS Sub-Station and hence, modification to qualifying requirement asked for is not acceptable. Therefore tender clause stands.

Sl. No.	Clause Ref.	Bidders Queries	OPTCL's Response
57	Volume-I, Sec-II, ITB, Cl.4.5 (iii)	The formula for calculation of Bid capacity is not clear. Please clarify what is (L-I). The calculation mentions that the following amounts will be added i) Contracts awarded to bidder.ii) The evaluated price of Contracts to be awarded to bidder.iii) The estimated cost of packages to be opened. The cases (ii) and (iii) are not assured business to the bidder and should not be considered for calculation.	The formula for calculation of bid capacity is very clear without any ambiguity. (L-I) means lowest evaluated price among the Techno-Commercially acceptable bids for the package. The cases(ii) is an assured business, so far as OPTCL is concerned.The case(iii) is taken in to consideration to find the bid capacity of the bidder, if his bid capacity permits to take up the work, if awarded. Further, if the bid capacity of a particular bidder does not permit, the bid for the package under consideration is not taken for further evaluation.
58	Volume-I, Sec-II, ITB, Cl.05	i) If a bidder is willing to form a JV for some particular packages only, than how will the Bid Capacity calculated for separate packages. ii) What will be the criteria for award for a bidder forming a JV for some packages?	a. Partners in a JV bidder are not eligible to participate in the bidding process of a package as it would lead to conflict of interest under the tender.b. The bid capacity qualification of a Partner of JV for a particular package shall be calculated as per Bid Capacity Qualification Clause-4.5 of ITB, taking in to consideration the full value of the package(s) where he has participated in the bidding process as an independent entity and in the profit sharing ratio of the JV where his JV is involved, there being no conflict of interest in either case.
59	CLAUSE NO.15 SR.NO.15.6 & 15.7,PG NO.27 OF 167 ,öBID PRICEö	PLEASE CLARIFY WHETHER THE TOTAL PROCESS OF PLACING OF ORDERS FOR SUPPLY, ERECTION, AMC WILL BE SEPARATE AS OTHERWISE WCT (WORKS CONTRACT TAX) WILL BE APPLICABLE ON TOTAL PROJECT AND NOT ONLY ON ERECTION AS INDICATED IN THE TENDER.SO PLEASE CLARIFY WHETHER THIS IS TO BE TREATED AS DIVISIBLE CONTRACT OR AN EPC CONTRACT.	Orders shall be placed separately for supply, erection and AMC with crossfall breach clause and the payment shall be made as per the payment terms in the respective orders. TDS on account of WCT will apply to order for erection portion including civil work.

<b>Sl. No.</b>	<b>Clause Ref.</b>	<b>Bidders Queries</b>	<b>OPTCL's Response</b>
60		As per the Tender, The Contract Performance Guarantee to be submitted within 30days from the date of Award of LOA. It is requested whether it could be submitted after taking over of the project to cover the performance Guarantee Period. Please Confirm.	Tender clause stands.
61		To provide AMC for 3 years to Discoms as required for this projects. And like to meet personally to discuss these issues and requesting to provide the suitable date for this.	After pre-bid conference no more personal discussion.
62	Point No-8 , Page no-6	Please clarify, if it means a bidder can make different Partners for each package.	Yes, but without attracting conflict of interest specified in the JV Qualification clause 4.6 of ITB.
63	4.5, Page No-17	Please clarify, if it means that individual criteria for MAAT, Bid Capacity and liquid Asset and Access to credit facility are not applicable.	i. MAAT and Liquid Asset and Access to credit facilities & Net worth of each partner of the joint venture (JV) shall be at least 25% of the financial criteria for the Joint Venture to qualify. ii. The Bid capacity of the JV shall be limited to sum of 200% of the Annual Turnover of one year out of preceding five Financial Years of both the partners taken together as per Clause-4.6 of ITB.
64		As the responsibility for executing the works is not free from time lines and consequent liabilities, it is incumbent upon the employer also to draw a time frame for various responsibilities from the side of OPTCL like payment of bills, approval and clearances which, in case exceeds the time limit, should attract either interest payment in case of bills or extension of time in case of approvals.	The responsibility of the OPTCL shall be guided as per the provision of the Tender.