

Invitation for Bids NO. IFB No: [CPC/JICA/ICB/07/16-17/]  
Reference Identification No: [OPTCL/JICA/PKG-7] Loan Agreement No: [ID-P245]

NAME OF PROJECT: Procurement of 220/132KV AIS S/S & 220 kV & 132kV DC Transmission Lines at Kiakata, 220/33kV AIS S/S & 220kV DC Lines at Daspalla in Odisha State of India under Package-7.

PRE-BID MEETING HELD ON 19.12.2016: REPLY TO PRE-BID QUERIES RECEIVED FROM FIRMS IN VARIOUS DATES

NAME OF CLIENT:- ODISHA POWER TRANSMISSION CORPORATION LIMITED, Bhubaneswar

Sl.	Clause No.	Item Description	Query	OPTCL Reply
1	1.2.2 (d) (iii)	Employer will assist in securing ROW, getting clearance from Railway/NHA/Forest. Etc.	Define assistance	In case of any hinderance during execution of the work, if the contractor needs the help of OPTCL, OPTCL will extend the possible assistance to the contractor to get the clearance.
2	1.2.2 (d) (i)	Gantry point	Details of Gantry point	Terminal of Gantry (location) shall be provided by the Employer
3	2.3(a), 2.4(a)- Sec-iii	QR	What is the difference between Each Member & One Member.	As specified in the SBD.
4	14.1(pg-161)-14.2(a)	Taxes & Duties	Whether OPTCL will pay to authority or reimburse contractor	As per SBD. The price bid is inclusive of all taxes, duties and other payment (Ref. Section 1 -18(5)(b) & (d)) of the bid document.
5	TS, GC, Vol-iii 7.1	Spare	Spare Clarification	As per relevant technical specification.
6	2.4 (b)	QR	How many Sub-Station 220/22KV and above is needed to be executed in last 7 years.	The Bidder shall demonstrate that it has successfully executed 220/33 kV or higher voltage class GRID Sub-Stations (AIS) with 2 nos. of Power Transformers-1 no. and 220 kV or higher voltage class transmission line - 78 kms (Route Length) on EPC Contract / Turnkey Contract basis for any Transmission Utility during Last seven Years preceding to the year from the date of NIT. Note: Bidder has to submit the detail list of contracts as per the format (FORM EXP-2(a)).
7	26.2	LD	0.5% per week of delayed portion or total contract price.	Applicable rate for liquidated damages: 0.5% per 1-week delay or part there of. Maximum deduction for liquidated damages shall not exceed five percent (05%) of the <b>Contract Price</b> .
8	26.3	Bonus	Clarification of early completion of work.	Applicable (amount or rate) for the bonus for early Completion of plant and services in complete shape:0.5% per week of early Completion of the Facilities or part thereof, in accordance with the <b>Time for Completion specified in PC 8.2.</b> <b>Maximum bonus: 2.5% of the contract price</b>
9	E1.5	Quantity variation-employer can order any time before expiry of maintenance period from contractor	Please Clarify	The Employer reserves the right to order and delete such works which may be necessary for him within the quantity variation option laid down in the conditions of the contract. This shall include but not be limited to: the manufacture, supply, testing, and delivery to site, erection and commissioning as may be required in accordance with the Conditions of Contract at the prices stated in the Schedules. The Employer shall be at liberty to order from the Contractor such quantities of the apparatus at any time before the expiration of the maintenance period of the scope of work, <b>provided that such quantities do not exceed the limitation of the Contract Value as defined in the Conditions of Contract.</b>



10	GP- E1.2	Soil Investigation Report	(1) For existing sub-station can we get the soil investigation report? (2) if not can we get the soil investigation done during the survey.	(1) The soil investigation report of existing sub-station would be provided to the successful bidder after placement of the NOA subject to availability. (2)Detailed soil investigations in respect of various substations have not been made. However the general characteristics of the soil are given in the schedules. The Contractor shall investigate the properties of the substations and carry out the soil investigations as part of the scope of work.
11	GP-E1-3	Drawings	1) Std. SLD and layout drawing for new sub-station. 2)Existing Sub-Station Layout with area for proposed bay identified. 3)Existing SS-protection scheme, earthing and cable layout.	1) SLD for the new sub-stations will be provided by OPTCL. 2) Existing Sub-Station Layout with area for the proposed bay could be referenced during site visit. Documents/Drawings pertinent to the new project would be provided to the successful bidder after placement of NOA. 3. Same as above.
Sl.		Reference (if any)	Bidder's Query	OPTCL Reply
1		As per Section-VII: General conditions (GC) clause no. 14.4, If any rates of Tax are 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, which was or will be assessed on the Contractor, Subcontractors or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GC Clause 36 hereof.	In case of introduction of GST in the course of performance of Contract, M/s OPTCL shall examine its impact on the affected transactions (for both Direct & Bought Out Transactions, Inland Freight & Insurance Charges, Installation & civil works ) under the contract in totality. We understand that OPTCL shall make equitable adjustment to the contractor, if required. Kindly confirm.	As per SBD.
2		As per Section-III, Evaluation & Qualification Criteria, clause no. 1.2.2 (a) (ii), No credit shall be given for earlier completion,  Whereas as per Section-VIII, Particular conditions, clause no. PC 26.3, Maximum bonus of 2.5% of the contract price shall be given for early completion.	We understand that the Bonus clause for early completion is applicable as per Section-VIII, Particular conditions, clause no. PC 26.3. Kindly confirm.	Applicable (amount or rate) for the bonus for early Completion of plant and services in complete shape:0.5% per week of early Completion of the Facilities or part thereof, in accordance with the Time for Completion specified in PC 8.2. Maximum bonus: 2.5% of the contract price

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3		As per Section-VII: General conditions (GC) clause no. 10.2, The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in that Appendix. But nothing has been mentioned in Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer.	We understand that providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way shall be in the scope of the Employer. Kindly confirm.	As per SBD.
4		Functional Guarantees of the Plant and Installation Services	We understand that the functional guarantees are not applicable for this tender. Kindly confirm.	As per SBD (Refer Clause 16-Instruction to Bidders.)
5		Liquidated Damages and Ceiling Limit for Performance Shortfall	We understand since the function guarantees are not applicable, therefore, Liquidated Damages and Ceiling Limit for Performance Shortfall is also not applicable for the subject tender. Kindly confirm.	As per SBD
6		As per appendix 2, price adjustment of section IX- contract form.	As per appendix 2, price adjustment of section IX- contract form, the formula provide in the tender document is as per LME. As we will procure maximum equipment from India, kindly confirm whether we can considered IEEMA/ CACMAI coefficient for the same.	As per SBD
7		Forest Clearance	Kindly confirm whether the forest clearance is in the scope of M/s OPTCL or not.	Forest clearance if any shall be arranged by OPTCL.
8		Forest Clearance	We understand that most of the line traverses through forest. In regard to this kindly confirm whether M/s OPTCL has already applied for the forest clearance to the forest department	NO
9		As per Section-VII: General conditions (GC) clause no. 45.5 (b), The place of arbitration shall be a neutral location determined-----	Kindly provide us the venue of Arbitration.	As per SBD
<b>Sr. No.</b>	<b>Clause No.</b>	<b>Original Description in the Document</b>	<b>Clarification Sought by MONTECARLO</b>	<b>OPTCL REPLY</b>
1	Price Schedules		Kindly provide a soft copy of Price Schedules in Excel Format on OPTCL Website	A complete set of the Bidding Documents may be purchased by interested Bidders on the submission of a written application to the address of Sr. GM (Elect.), CPC, Floor/Room number: 1st Floor, Corporate Building, OPTCL Street Address: Janpath, Bhubaneswar, Odisha. INDIA, ZIP Code: 751 022 and upon payment of a non-refundable fee of Rs. 21,000.00 inclusive of VAT @5% or equivalent convertible currency in USD or JPY, by way of demand draft issued in favour of OPTCL, payable at Bhubaneswar, Odisha, India

*P. S. Saha*  
25/11/19



2	Price Adjustment Formula		We request you to provide with a list of all Supply Items on which Price Variation is applicable along with Price Adjustment Formula.	The Contract Price shall be adjusted in accordance with the formula given in the Appendix-2 ( Price Adjustment Formula) of the bid document.
3	PV During extension Period		We request you to allow price variation during extended time limit also.	As per tender condition.
4	Deemed Export Benefit		Kindly clarify whether deemed export is benefit is available to the bidder.	There is no excise/ customs duty exemption benefits under this package.
5	No. & Types of Contracts		Kindly specify how may contracts shall be awarded to a successful bidder	As per tender condition.
6	Deductions		Kindly provide the details of all types of deductions for both Supply & Service Scope and their applicable rates	As per tender condition.
7	GST Implementation	Taxes & Duties	GST shall be implemented in the year 2017. Kindly clarify how adjustments in contract price to this effect shall be formulated by the OPTCL.	As per tender condition.
8	Approved Sub-Vendors		We understand we may propose new vendors for supply of BOQ items subject to subsequent approval with OPTCL. Kindly confirm	As per tender condition.
9	TAXES & DUTIES		Kindly Confirm Sale-in-transit transaction shall be allowed and requisite C-Form shall be made available to the bidder by OPTCL. Road Permits / Way Bills shall also be issued by OPTCL	OPTCL will provide the "C" Form.
10	Price Bid Evaluation		Kindly confirm Price Bid evaluation will not include Service Tax	The price bid is inclusive of all taxes, duties and other payment (Ref. Section 1 -18(5)(F)) of the bid document.
11	Technical Specifications, GTP & Drawings		Kindly provide a soft copy of Technical Specifications, GTP & Drawings in Word/Pdf Format on OPTCL website	Pl purchase the Bidding documents as replied above.
12	Substation Location		Kindly provide the location of Substation (Co-ordinates Lat. – Lon.), Contour Map, Finished Ground Level (FGL)	Bidders are requested to make a site visit.
13	Right of Way & Trees / Crop Compensation		We understand that Right of Way / Way Leave Clearance and Crop Compensation is fully excluded from the scope of bidder. Kindly confirm	Bidder's scope.
14	Section VII – Conditions of Contract Clause No.: 14.4	14.4 For the purpose of the Contract, in this GC Sub-Clause 14.4), <u><i>If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or</i></u>	We understand that Statutory variation in Taxation Structure is applicable on Indirect Transaction for bought-out items also. Kindly confirm	As per tender condition.
15	Site for Project		We understand land grading, levelling, cutting, filling, site clearance for substation, etc. are excluded from the scope of bidder. Kindly confirm	Bidder's scope.
		The Bidder shall demonstrate that it has successfully executed 220/33 kV or higher voltage class GRID Sub Stations (AIS) with 2 nos. of Power Transformers-1 no. and 220 kV or higher voltage class transmission line -78 kms (Route Length) on EPC Contract / Turnkey Contract	Referring the Qualification Requirements set forth by OPTCL for previous tender - IFB No: [CPC/JICA/ICB/08/15-16/.....] Identification No.: OPTCL/JICA/PKG-8 We request you to amend the Technical Eligibility Criteria as under:	

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16	Section-III Evaluation & Qualification Criteria 2.4(b) Specific Experience	basis for any Transmission Utility during Last seven Years preceding to the year from the date of NIT.	The Bidder shall demonstrate that it has successfully executed during last seven years from the date of NIT <u>Minimum 02 Nos. of Substation Works of 132KV or higher voltage class having minimum 01 No. of Transformer Bay which should be in satisfactory operation for 2 Years from the date of NIT and Transmission Line of 132 kV or higher voltage - 25 kms (Route Length)</u> on EPC Contract / Turnkey Contract basis out of which <u>minimum 50% of route length Of 132KV or Higher Voltage class should be in satisfactory operation for 1 Year from the date of NIT</u>	As per tender condition.
<b>Sl.</b>	<b>Clause No.</b>	<b>Item Description</b>	<b>Query</b>	<b>OPTCL Reply</b>
1	SBD-2.4(b) (II)	Specific Experience	Clause 2.4 (b) (II) "Specific Experience"of Section-III "Evaluation & Qualification Criteria"of the Tender Specification which stipulates that out of above 220/33KV Grid Sub-Stations (AIS)-01 No. & 220KV or Higher Voltage Class Transmission Line -39 Kms should have been in successful operations for a period of 01 years from the date of NIT. Note: Bidder has to submit the detail list of COntracts as per the Format (Form-EXP-2(a)) WAPCOS during Pre-Bid Conference requested for clarification relating to the date to be considered from the NIT for successful operation of at least 1 No. of 220/33KV Grid S/s (AIS) & 220KV voltage class transmission line 39 Kms.	Projects pertinent to the specific requirement of 1 year of successful operation should have been executed within the last 7 years from the date of issue of NIT.
2	TS-Transmission Line Clause 2.0	Survey	Whether detailed route survey for 220KV & 132KV lines with route survey map can be available to the prospective bidder.	Detailed route survey for 220KV & 132KV lines with route survey map etc are under the scope of the bidder. The preliminary survey documents available with concerned divisions of OPTCL may be provided in the event of award of contract for reference.
3	TS-Transmission Line Clause 2.1.1 General	Survey, General	Who will obtain statutory clearance from appropriate authorities and who will pay statutory fees.	As per tender condition.
4	SBD-Instructions to Bidders Clause 7	Site Visit	Bidders want site visit of Sub-Station area and lines.	The Bidder is advised to visit and examine the site where the plant is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for the provision of Plant and Installation Services. The costs of visiting the site shall be at the Bidder's own expense.
5	GC Clause 14	Taxes & Duties	How Taxes & Duties will be mentioned.	As per tender condition.
6	TS: Design Of Sub-Station	Sub-Station Design	Who will furnish SLD of the Source Sub-Station and ERT Test Report.	SLD of the Source Sub-Station is available in OPTCL website.
<b>Sr. No.</b>	<b>Sec/Clause No.</b>	<b>Description</b>	<b>Clarification required</b>	<b>OPTCL REPLY</b>

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1	<p>Clause No. 14 of General Conditions</p> <p>Clause No. 18.5 (b) of Instruction to Bidders</p>	<p>14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.</p> <p>14.2 Notwithstanding GC Sub-Clause 14.1 above, the Employer shall bear and promptly pay:</p> <p>(a) all customs and import duties for the Plant specified in Price Schedule No. 1; and</p> <p>(b) other domestic taxes such as, sales tax and value added tax (VAT) on the Plant specified in Price Schedules No. 1 and No. 2 and that is to be incorporated into the Facilities, and on the finished goods, imposed by the law of the country where the Site is located.</p>	<p>The Clauses are contradictory. We request you to please clarify whether bids shall be filled (Schedule 2 &amp; 4) on EXW/ CIF basis or inclusive of all Taxes, duties &amp; Entry Tax.</p>	<p>The price bid is inclusive of all taxes, duties and other payment (Ref. Section 1 -18(5)(b) &amp; (d)) of the bid document.</p>
	Schedule No. 8 Details of taxes and duties.	i) Excise Duty/VAT/Sales Tax/Service Tax/ Entry Tax/ any other taxes shall be inclusive in the bid price and shall not be paid/reimbursed separately.		

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