

REPLY TO THE TECHNICAL AND COMMERCIAL QUERIES IN PRE-BID CONFERENCE ON 27.09.2014 AND THERE AFTER AGAINST TENDER NOTICE NO. NIT/ODSSP/OPTCL/08/(Phase-II(R))

Sl. No	Ref. Clause No. & of the Tender Document	As per tender document	Clarification of the Bidder	ODSSP Reply
1.	Drawing No/ ODSSP /SS/SLD/3	--	As per the drawing the system needs for outdoor IVT, but the same is not shown in the BOQ. Please clarify, if the same is required please provide us the technical specification.	IVT is shown PI. refer Sl.no.10 under the heading "33kV equipment out-door type" and Sl. No 16 under the heading "11kV equipment indoor equipment of Schedule VIIA-Substation Supply.
2.	BOQ no 46.2 of S/s Supply	--	Please provide the detail drawing for 3C 33kV cable	Drawing of 3 Core 33kV 50mm Sq. Cable is uploaded.(Drq No-ODSSP /SS/25)
3.	BOQ	--	Please clarify whether we need to consider Al. corrugation for 3 core cable for both 33kV & 11kV indoor gis	Al. Corrugated sheath shall be provided in 33kV single core cable only (both in line & substation). Testing of such cables will be done as per IS 7098 / (Part-2), the GTP uploaded and IS 10810. Properties and minimum thickness of Al. Sheath shall be as per 7098 (Part-3) with latest amendments. In 33kV 3 Core & 11kV 3 Core Cables, PVC Sheath shall be used.
4.	Clause no 21 of E-4 page 66 of 74	--	In the place of 'two communication port with optical isolation RS.485 communication port with MODBUS RTU protocol' as output, consider 1 no optical and 1 no RS 485 communicating on MODBUS protocol'	1 no optical and 1 no RS 485 communicating on MODBUS protocol is acceptable in clause no 32.0 of part A1, chapter4 (page-48/72) Clause 21.0 of part B, chapter-4 (page 66 of 72).
5.	Clause no.16.2.6 of e-1 ; page 31 of 49 and 14.2.8 of E9-1; page 21 of 49	--	Please clarify whether we need to consider the partial discharge is less than 2PC or 20PC ,as the mentioned clauses contradict each other	Clause 16.2.8 (chapter E9-1,page 31/49 as amended Partial Discharge Test on Full drum length) shall be less than 20 PC.

6	4.1 of Instruction to Bidders, Section-II: Technical Qualification	(i) The bidder, as a Principal Contractor (not as a Sub-Contractor), must have successfully erected, tested and commissioned at least 17 nos. of 33/11 kV or higher during Last Five Financial Years preceding to the year of NIT	Please amend the clause that the biddercommissioned at least 10 Nos. of 33/11KV or higher voltageduring last Ten Financial years preceding to the year of NIT	Tender Clause Stands.
7		(ii) Out of the above at least 09 nos. of 33/11 kV or higher voltage class Sub-Stationsshould have been under successful operation for a minimum period of one year from the date of commissioning.	Please amend the clause that out of the above at least 05 Nos. of 33/11KV or higher voltage class Sub-Stationsshould have been under successful operation for a minimum period of one year from the date of commissioning	Tender Clause Stands.
8		(iii) The bidder, as a Principal Contractor (not as a Sub-Contractor), must have successfully constructed at least 300KM.....	Please amend the clause that the bidder as a principal contractor or as a sub-contractor must have successfully constructed at least 300KM	Tender Clause Stands.
9	4.6 at Sl.No.4 of Instruction to Bidders, Section-II: JOINT VENTURE/ CONSORTIUM QUALIFICATION	Financial Criteria Lead Partner of the Joint venture (JV)/Consortium shall meet at least 50% of the financial criteria and other partner shall meet at least 25% of the financial criteria	Please amend the clause that the the Lead Partner of the Joint venture(JV)/Consortium shall meet at least 40% of the financial criteria and other partner shall meet at least 20% of the financial criteria	Tender Clause Stands.
10	--	MAAT (a)The Minimum Average Annual Turnover (MAAT) requirement of the JV/Consortium partners together (the average of best Three Financial Years out of the Last Five Financial Years preceding to the year of NIT) shall not be less than 50% of the estimated value	Please amend the clause that The Minimum Average Annual Turnover (MAAT) requirement of the JV/Consortium partners together (the average of best Three Financial Years out of the Last Five Financial Years preceding to the year of NIT) shall not be less than 40% of the estimated value	Tender Clause Stands.

11	--	Access to Liquid Assets and Credit Facility (b)The liquid assets at the end of the last Financial Year and Un-Utilized credit facility available from bank duly certifiedshould not be less than 25% of estimated cost of the package.	Please amend the clause that the liquid assets at the end of the last Financial Year and Un-Utilized credit facility available from bank duly certifiedshould not be less than 20% of estimated cost of the package	Tender Clause Stands.
12	GTP	GTP in PDF	Please provide GTP in Excel format.	GTP can not be provided in Excel Format.
13	--	Uploading of Bid including price bid.	Please confirm that any partner of the joint venture can upload their bid including price bid.	Yes, any partner of the joint venture can upload the bid of the JV provided he/she is the authorized signatory on behalf of the JV .
14	Volume III - General Conditions of Contract / Cl.No 24.1 and Page 51 of 173	OPTCL reserve the right to vary the quantity of any item with reference to the BOQ to any extent within the limit of $\pm 25\%$ of the contract price at the same unit rate and terms conditions contained in the LOA. However, any increase in the quantity resulting to increase in the contract price beyond 25% shall be at a discount of 5% of the unit price.	As the quantity variation causing variation beyond plus or minus 25% can be assessed at the closing of the project, it is not able to provide discount of 5%. Hence we request you to kindly amend the condition to any increase in the quantity above or below 25%, the rates for the same shall be mutually agreed.	Tender Clause Stands.

15	Section II - Instructions to Bidders / CI No. 4.3.1 (Bidder's Financial Qualification)	<p>Minimum Average Annual Turnover The Minimum Average Annual Turnover (MAAT) requirement of the bidder (the average of best Three Financial Years out of the Last Five Financial Years preceding to the year of NIT) shall not be less than 50% of the estimated value of the package. Note : - MAAT is applicable independently for each package irrespective of the no. of packages in which bidder has participated</p>	<p>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 cummulatively 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.</p>	Tender Clause Stands.
16	Section II - Instructions to Bidders / CI No. 4.3.2 (Bidder's Financial Qualification)	<p>LIQUID ASSETS AND ACCESS TO CREDIT FACILITY Bidder shall be financially sound and stable. The liquid assets as per the Audited Accounts at the end of the last Financial Year and unutilized credit facility available from bank duly certified by the Bank at the end of the month preceding to the date of submission of the tender together as indicated in the following format should not be less than 25% of estimated cost of the package. Note: Liquid Assets and Credit facilities (Un-utilized) are applicable independently for each package irrespective of the no. of packages in which bidder has participated.</p>	<p>When a Bidder participates in more than one package, he should have the financial capability to execute all the packages simultaneously & 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 (un - utilized) is applicable cummulatively 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.</p>	Tender Clause Stands.

17	GCC / Cl. No 15, Page no 28 of 173	Price Variation	Since the Cables, conductors, transformers & Structural materials are highly volatile items and no manufacturer holds his price more than a month. Hence request you to kindly provide the Price Variation for Cables , conductors , transformers & Structural materials.	Tender Clause Stands.
18	PKG 1-3, Schedule VIIB_LINE_SUPPLY	NBLS Tower	Since the line may pass through Firm lands or private lands, any ROW issues raising, the time and cost compensation shall be provided to us.	(i) VIIA is for Line Supply. (ii) VIIB is for Line Erection. (iii) There is no NBLS tower in this tender. (iv) ROW is in the scope of contractor. No special payment will be made by OPTCL.
19	PKG 4, SCHEDULE- VIIA_LINE_SUPPLY / S.No 23, 49	33kV & 11kV UG cables	The approval, clearance & Cost towards Road cutting and Road reinstatement shall be borne by OPTCL. Kindly confirm your acceptance.	As per Clause 3.3 of Part-A Chapter E-9.2 Statutory Payment to Local Bodies, Govt. Agencies shall be reiumbursed By OPTCL. Reinstatement charges, other than ROW compensation shall be to the Contractors account.
20	General / NIT	Last date and time of submission of Bid for the Ph-2(R) (Part-I & II)-dated-15-10-2014 up to 1.00 PM	We request you to kindly extend the bid submission by 15 days from the schedule date of submission for getting sufficient time for pre-bid assessment.	Bid submission date is extended to 22.10.14.
21	Volume II - Technical Specification / E 23 - vendor list for major bought out items	Steel (SAIL / TATA / RINL)	We proposed all Structural materials & RSJ poles from Re-rollers. Kindly confirm your acceptance.	Tender Clause Stands.
22	15.1 of GCC (supply) and GCC (Erection) Page 48 of 173	The Contractor shall guarantee that the materials will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of 02 years (except for Switchgears Panel with all equipment & Power Transformers) commencing immediately after the satisfactory	Guarantee shall commence from the date of delivery of material at site. Guarantee shall be 60 months from the date of commissioning or 66 months from the date of supply whichever is earlier.	Tender clause stands

		commissioning. However, Switchgears Panel with all equipment & Power Transformers supplied under this contract shall have guarantee period of 5 years commencing immediately after the satisfactory commissioning.		
23	15.4 of ITB Page 28 of 173	No price variation to Ex-Works/Supply Price is allowed under this contract	The prices shall be firm till the contractual completion period, in case of delay in the completion period due to reasons not attributable to Contractor, suitable price escalation shall be provided.	Tender clause stands
24	a) 19 of GCC-Supply Page 50 of 173	limitation of liabilities/ liability for accidents and damages	Request addition of the following: Notwithstanding anything in the Contract to the contrary and to the extent permitted by applicable law, (a) in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages; and (b) the maximum liability of the Seller for any and all claims, losses, damages, costs and expenses arising from or on connection with this Contract shall not exceed the amounts actually received by the Seller under this Contract.	Tender clause stands. However indirect loss/ loss of profit shall not be included
25	b)20 of GCC-Erection Page 83 of 173			
26	c) 69.1 of GCC_ Erection Page 105 of 173			
27	51 (ii) Page 66 of 173	Recover any losses and / or additional expenses, OWNER may incur as a result of Contractors default.	Shall be limited to risk purchase.	Tender clause stands
28			E22 (Topo Graph). E23 (Vendor List) and E25 (Work Completion Schedule) of Technical Specification have not been uploaded.	E22 (Topo Graph) may please be seen in the web site www.optcl.co.in. E23 (vendor list is uploaded now . Work completion Schedule may please be seen in Annexure XVI (Work Completion Format)-Page 164/173