



Plant 1.0 MTPA ALUMINA REFINERY	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0004	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	PROPOSAL FORMS (220kV SWITCHYARD & ASSOCIATED FACILITIES)			Rev 00 
NAME OF WORK: Detailed Engineering, Project Management, Total Procurement, Fabrication, Manufacturing, Quality Assurance, Inspection & Expediting, Third Party Inspection, Supplies, Transportation, Handling & Storage of all Equipment, Materials, items and other Construction Materials, Construction Management & Supervision, Assembly & Erection, Construction and Installation, Installation of Tie-in points of Piping, Instrumentation, Electrical, Testing, Insulation, Painting, Obtaining all Statutory Approvals (except Environment Clearance which has been obtained by NALCO), Pre-commissioning & Mechanical Completion, Start-up, Commissioning and Performance Guarantee Test Runs of 220kV Switchyard & Associated Facilities Package including spares with Final and "As Built" documentation to NALCO on single point responsibility basis (Lump Sum Turn Key –LSTK- Basis), based on tender documents provided by tkIS India, for 1.0 MTPA ALUMINA REFINERY of M/S NATIONAL ALUMINIUM COMPANY LIMITED (NALCO) at Damanjodi, Odisha, India				
Bid Document No : 6695-CMG-G00-CA-0015				
FORMAT FOR BIDDER'S QUERIES FOR PRE BID DISCUSSION (Commercial)				

FORM-M

SL. NO.	REFERENCE OF BIDDING DOCUMENT					BIDDER'S QUERY	OWNER/CONSULTANT'S REPLY
	PART / VOL.	Page No.	Document No./ Description	Clause No.	Subject		
48					General- Taxes & Duties	On account of statutory variations after award of contract, any increase/ decrease of taxes and duties, addition/introduction of new taxes shall be paid extra at actuals by the customer. Please confirm.	Please refer Clause No.3.1 of SCC Part B.
49					General- Taxes & Duties	1. Kindly confirm the classification of the contract. 2. Kindly confirm that customer will issue two separate purchase orders for Supply and Services. 3. Kindly confirm the applicability of BOCW cess in this project. If yes, please confirm that the rate shall be 1% and that BOCW will be deducted on entire contract value or on service portion only.	Two Orders can be issued as mentioned in the ITB. BOCW if applicable shall be to vendor's account only. Deduction of BOCW, if applicable, will be as per statutory rules and regulations.
50					General- Taxes & Duties	Kindly clarify whether NALCO will issue two separate purchase orders for Supply and Services- Civil, Erection, Testing & Commissioning for the Turnkey Project.	Please refer Clause No. 10.1 of the ITB.
51					General- Taxes & Duties	Kindly clarify whether NALCO will issue two separate purchase orders for Supply and Services- Civil, Erection, Testing & Commissioning for the Turnkey Project.	Please refer Clause No. 10.1 of the ITB.
52					GCC 7.1 & 7.2	With roll out of GST, works contract tax is not applicable. Kindly clarify what is meant by 'Sales Tax or any other tax on material required for work shall be payable by the Contractor and Owner will not entertain any claim whatsoever'.	Please refer to SCC Part B for Taxation clauses.
53					GCC 7.3	Kindly clarify whether Section 13(A) of Odisha Sales Tax, referred herein is of GST ACT.	Please refer to SCC Part B for Taxation clauses.
54					GCC	Kindly clarify whether applicable GST for the Lump sum charges towards port and customs clearance at Indian port of entry, handling, forwarding, inland transportation and transit insurance for all the IMPORTED equipments, materials and spares are Extra at actuals Or Inclusive in the quoted prices.	This is a Domestic Competitive Bidding. Quoted prices should include all taxes and charges for imported items.
55					GCC	Kindly clarify whether the said Project is exempted from applicable Customs Duty. If yes, NALCO to issue required Documents/Notification.	EPCG is not applicable
56					GCC 13.3	Kindly clarify whether Section 13(A) of Odisha Sales Tax, referred herein is of GST ACT.	Please refer SCC Part B for taxes & related Clauses.
57					GCC 11	As per tender Owner (NALCO) is arranging transit insurance as per scope of the contract. Please ensure the below coverage under Owner's transit insurance policy: - Owner has to take adequate transit insurance coverage with 110% of Invoice value from reputed insurance company. - Owner's transit policy will cover I.C.C.A + W/SRCC, loading & unloading risk and Right of subrogation waived in the favor of seller - Owner is responsible for lodging & settlement of all claims with insurer if any., - Owner has to bear the policy deductible (excess) and any disallow amount from insurer of each & every claim - During the damage of material Owner has to bear additional cost of repair/rectification of the damaged equipment - Confirm that, bidder and its sub-contractor named as "Additional insured" and waiver of subrogation in favor of bidder under Owner's policies to protect our interest.	Nalco will take insurance policies as per their Company's guidelines. Please refer Clause No. 7 of SCC Part B.
58					GCC 11.04	As per mutual agreement with Owner. Ideally, any damage happened during erection stage the owner should pay replacement cost of damaged item. Please confirm. Second para – Bidder will support only on documentation part, if any. It is owner's responsibility to lodge the claim, follow-up & settlement of claim with insurer.	Please refer SCC Part B

Plant 1.0 MTPA ALUMINA REFINERY	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0004	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	PROPOSAL FORMS (220kV SWITCHYARD & ASSOCIATED FACILITIES)			Rev 00  नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
59			SCC Clause 7.1.1	As per tender Owner (NALCO) is arranging MCE insurance as per scope of the contract. Please ensure the below coverage under Owner's MCE insurance policy - Owner has to take MCE policy covering the entire contract value from reputed insurance company as per contractual obligation. - Owner is responsible for lodging & settlement of all claims with insurer, if any. - Owner has to bear the policy deductible (excess) and any disallow amount from insurer of each & every claim - During the damage of material Owner has to bear additional cost of repair/rectification of the damaged equipment . - Confirm that, bidder and its sub-contractor named as "Additional insured" and waiver of subrogation in favor of the bidder under Owner's policies to protect our interest.	Please refer SCC Part B	
60			SCC Clause 7.1.1 Second Paragraph	Bidder will support only on documentation part, if any. It is owner's responsibility to lodge the claim, follow-up & settlement of claim with insurer	Please refer SCC Part B	
61			SCC Clause 7.1.2 Second Paragraph	It is owners responsibility to do insurance settlement on earliest possible. Bidder will assist with technical support/documents to the surveyor/officials. Kindly confirm.	Please refer SCC Part B	
62			SCC Clause 7.1.4 Second Paragraph	Bidder will extend their support to Owner for all insurance related formalities, based on owner's guidance. Second Para – Bidder requires new PO for any repair/replacement of damaged items, without correlating with insurance claim settlement.	Query not clear. Please refer SCC Part B	
63			SCC Clause 7.1.5 Second Paragraph	As Owner is taking the policy, onwer shall bear all the policy deductible. Kindly confirm.	Please refer SCC Part B	
64			Clause – 15.2 – Contractor to cover Insurance	Shall be as per 'Act' Policy.	The case will be dealt as per the scope in MCE policy.	
65				Request you to arrange a detailed joint site visit where all the cable routes related to 11KV distribution can be shown along with the total scope.	Bidders are requested to arrange their own site visit	
66				Request you accept additional queries after site visit will be given within 1 week from pre bid	Correspondence in this regard is already sent to all Bidders	
82		SCC - (Part B) : Clause No. 6.2		Please specify the mode of payment for both Supply Portion and Site Work.	As per the Clause No.6.2 of the SCC - Part B, 75% pro rata payment will be made through bank.	
83		SCC - (Part B) : Clause No. 6.2		Performance Guarantee Test Run mentioned in these two sub clauses is not applicable for 220 KV Switchyard Project. Please confirm the same.	PGTR is applicable.	
84		SCC - (Part B) : Clause No. 12		How PRS is applicable / leviabale on Performance Guarantees for Switchyard Project. Please clarify.	Please refer Appendix-2 to SCC-Part A.	
85		SCC - Part B : Clause No. 14		Normally for Switchyard Projects Guarantee-Warranty Period is 12 months from the date of commissioning or 18 months from the date of supply or alternatively 12 months from the date of commissioning or 24 months from the date of supply, whichever is earlier. In this project we find that it is 12 months from the date of successful commissioning or 24 months from the date of completion of erection, whichever is earlier. It appears to be a mistake. Please confirm the same.	Tender conditions remain unchanged.	
86				As per Tender Documents, the last date for submission of Bid is 09/07/2018. As per our submitted request on 21/06/2018, we request you to kindly provide us the Time Extension of 4 weeks so that we can submit a comprehensive and competitive Techno Commercial Bid for this Tender.	Due date extended till 30.07.2018.	
119			Forms & Schedules	Request you to issue us the editable copy of all FORMS, Schedules, Priced Schedule (SP Forms) etc. which needs to be filled up and submitted / uploaded.	Price Schedule format shall be as incorporated on the CPP Portal.	
138			CI- 7.21/NI T/page 6	Notification issued by RBI	Please share the RBI notification.	This is not applicable being a domestic Bidding Tender
139			CI- 19/ITB/ page 16 OF 52	Delay in approving any Sub Vendor list	We request to cleint to give us the appoved make list of all sustation equipments.	Enclosed in Volume 2 of the Tender.
140			CI- 43/ITB/ page 16 OF 52	Third Party Inspection	Please confirm whether we have to consider the boarding and Lodging and conveyance.	The Contract will be between LSTK Bidder and the TPI agency concerned. The LSTK Bidder's quoted price shall be inclusive of all testing and inspection charges including TPI charges.
141			CI- 7/ITB/p age 7 of 52	Fall Clause	Request to please delete the subject clause	Not understood Bidder's query. Bidder to clarify.
142			CI- 1.1/SCC /page 1 of 31	Order of precedence	Request to please clarify the order of precedence	Clause is clearly worded. We have not understood Bidder's query.

Plant 1.0 MTPA ALUMINA REFINERY	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0004	Contract No. 66-6695	
thyssenkrupp Industrial Solutions (India)	PROPOSAL FORMS (220kV SWITCHYARD & ASSOCIATED FACILITIES)			Rev 00  नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.	
143		CI- 4/SCC/p age 5 of 31	Guarantees	Need clarification on this clause.	Clause is clearly worded. Please also refer to Appendix - 2 to SCC - Part A.
144		CI- 12.1/SC C/page 9 of 31	Handing over Surplus/ scrap material	Whether we have to handover all the surplus material to client as this order is LSTK. Please confirm the same.	Clause No.12.1 is self explanatory.
145		CI- 30.10/S CC/page 16 of 31	Termination due to Contractors Default.	No payment shall be made till work completed entirely.	Not understood Bidder's query. Bidder to clarify.
146		7.3.2	Power of Attorney of Bid Signatory. This shall be submitted in original to the Consultant within 03 (three) days from the due date of submission of Bids	We understand that we have to submit the noterise Power of attorney. Please confirm our understanding.	Bidder's understanding is clear. The Notary Signature and stamp has to be in original.
147		1	Lump sum Price on Turnkey basis	Successful bidder has to provide the price break up BOQ after confirmation of order. So if scope of work exceed beyond the scope mentioned in the package tender and price break up BOQ than it would not cover under Lump sum price quoted under the LSTK Package. Any addition scope should paid in extra as actual which is not mentioned in price breakup BOQ.	Bidder to note that this is an LSTK Contract. Change, if any, in scope of work is covered in the Tender provisions.
148		2	FIRM PRICE	Since the prices of raw materials are volatiles in present condition, kindly allow price variation as IEEMA clause for steel, conductors, cables, transformer, isolator,Circuit breaker, civil & ETC works.	Tender conditions remain unchanged.
192		SCC- Part -B , 12.C	Price Reduction Schedule	"The total maximum liability for both delay in completion with respect to contractual schedule or any extension thereof, and non-fulfilment of performance guarantee parameters within the tolerance limits, shall be limited to 10% of the total order value. However, if any one or more or all performance guarantee parameter exceeds the maximum tolerance limit, price reduction up to 100% of the total order value, shall be applicable. The total maximum liability shall be exclusive of patent infringement & indemnity." Please clarify how 100% of the order value would be liable for price reduction due to deviation of all performance guarantee parameters over tolerance limit. As per our understanding max 10% total order value shall be subject to deduction as per clause 12.C , please confirm.	Please refer to Clause No. 2 & Clause No. 11 of Appendix-2 to SCC - Part A which are self explanatory.
193		SCC- Part -B , 6.2 , i, b	Payments Schedule	Supply 75% payment on pro-rata basis on taxable value under GST law shall be made against dispatch documents (along with Inspection Release Order certifying the clearance of goods for shipment) received through bank , along with 100% GST on taxable value. Please clarify the terms " received through bank " , we understood that dispatch doc shall be submitted directly to Owner / Consultant for running bill payments as per payment schedule.	Payment will be made against submission of documents through bank.