

REPLY/CLARIFICATIONS TO BIDDERS QUERIES (TENDER NO. 01/O&M/NETC)

Sl. No.	Bidders Query	Reply/Clarifications by NETC
1	RFP document does not appear to call for EMD against the bid. We take that EMD is not required against the tender.	Yes, there is no requirement of EMD.
2	<p>Clause 1.19 (ITB)</p> <p>Clause 14 of Technical Specification specifies list of instruments / tools and plants to be maintained by the contractor. Does the bidder have to submit this list with his bid as per ITB clause no. 1.19 (a)</p> <p>As per clause 8 of SCC & clause 11 of technical specification (Vol-III) all spares shall be arranged & issued by the owner only (NETC) as per Annex-B of the Technical Specification. Does the bidder have to submit this list with his bid as per ITB clause no. 1.19 (b)</p>	<p>Yes, list of instruments, tools and plants has to be submitted with bid as per clause no. 1.19 (a)</p> <p>No list of spares has to be provided by bidder. The spares as per clause 8 of SCC & clause 11 (annex. B) of technical specification (Vol-III) shall be arranged & issued by the owner.</p>
3	<p>Price Schedule Sl. No. B (Unit rates)</p> <p>It will not be realistic to quote a lump sum rate for ERS transportation without knowing the quantum of transportation involved and which will depend on the number of ERS structure (module) that will be required for the restoration work and which may vary from case to case. We feel that the price for ERS transportation should be asked on the basis of "Per 10 wheeler Truck". Kindly review.</p> <p>Similarly, ERS erection charge to be quoted should be "Per 400 Kv structure basis" only. Kindly review. Also kindly confirms that dismantling charge of ERS shall be same as erection charge.</p> <p>The item "Hot Line Maintenance rates" may kindly be substituted by "Hot line Maintenance Man day Deployment rate"</p>	<p>The Item B entitled "Unit Rates" of price schedule (Annex.- 7) of ITB may please be deleted. The foot note may also please be deleted. Therefore, the bidders do not have to quote for all the items mentioned in "B" of Annex. 7.</p> <p>The necessary amendment 1. Dated 21.06.2016 to the bid document is enclosed herewith.</p> <p>Same as above.</p> <p>Same as above.</p>

Tan

4	<p>Insurance</p> <p>As per Clause 16 (e) of SSC, insurance of the asset shall be arranged by the Owner (NETC). We take that the insurance shall also cover the inventory of stores (spares as per list in Annexure B of technical specification, Vol-III). In that case, we feel that taking a separate insurance policy by the contractor for Rs. 5 Crores (premium to be reimbursed by NETC) as stipulated under clause no. 15(f) of SSC, may not be required. Kindly examine this & confirm.</p>	<p>The insurance of Asset-I i.e. 400 kV D/C Byrnihat-Bongaigaon section of TL and the spares stored in the store of NETC/other contractor of NETC shall be taken by NETC. However, as per Clause 15 (f) of SCC the insurance of spares issued by NETC and their transportation to the site and temporarily storing at contractors' store shall be taken/borne by the contractors.</p>
	<p>Kindly confirm that risks against transportation of spares, ERS etc. from NETC store to site/ contractors store and also during erection of ERS, during the period of deployment and subsequent dismantling shall also be covered by the insurance policy to be taken by NETC or self-insurance reserve (clause 16 c of SSC). We also take that the NETC insurance policy also covers risk against 3rd party liabilities.</p>	<p>Same as above.</p>
5	<p>Manpower Deployment</p>	
	<p>Clause 13 of technical specification stipulates minimum deployment of manpower and stipulates engagement of 1no. I/C and 2 nos. Engineers. However, clause no. 19.1.17 of GCC stipulates deployment of one full time safety officer. Kindly confirm if this will be in addition to the deployment specified under clause 13 of technical specification.</p>	<p>Out of the 2 no. engineers 1 can be nominated as safety officer having adequate training in safety</p>
6	<p>Clause 19.1.25</p>	
	<p>The amount to be paid in addition to the compensation under Workmen's compensation Act is considered to be very high for a small value contract like this. Kindly delete this provision by limiting the contractor's liability only to the compensation under workmen's compensation act or at best reduce the amount to a reasonable level say 1 lakh.</p>	<p>The provision of bid document remain unchanged.</p>
7	<p>Right of way & compensation (Clauses 7 of SSC</p>	
	<p>While it may be reasonable for the contractor to pay for the damage of crops while carrying out routine patrolling & maintenance of the line, however compensation if involved for cutting of trees/bamboos and lopping of tree branches etc. should be to the account of NETC only.</p>	<p>The cutting of trees / bamboos, looping etc. shall be responsibility of the contractor. However, the compensation if involved for above shall be on NETC account.</p>

DM

8	<p>Taking over the line</p> <p>Kindly confirm that if any trees, bamboos, hutments etc. are found within the 52 M line corridor during joint inspection at the time of taking over, the same shall be cleared by NETC including payment of compensation.</p> <p>Similarly, if any RoW issues crop up due to non-payment / disputes on compensation payments during construction stage, the same shall be resolved by NETC without any cost to the contractor.</p>	<p>At the time of taking over tree, hutments, bamboos coming under operational zone (shall be decided jointly) shall be cleared by contractor on behalf of NETC and payment of compensation shall be made by NETC.</p> <p>Agreed</p>
9	<p>Extra work</p> <p>Kindly confirm that if any rectification / restoration works are involved during operation of the contractor such as repairing / fresh construction of foundation, revetment work, tower erection, stringing etc. on account of damage of towers etc., the same shall be paid extra on cost plus basis or at a mutually agreed rate.</p>	<p>Please refer clause 8 of technical specification.</p>
10	<p>Training (clause 10 of Technical specification)</p> <p>We take that training for special works like Thermo Vision Camera, PID, ERS, training for Contractor's personnel shall be arranged by NETC without any cost to the contractor</p> <p>Kindly also include training on Hot line maintenance work</p>	<p>Please refer clause no. 10 of technical specification.</p> <p>No hot line training is envisaged</p>
11	<p>Hot line maintenance</p> <p>Kindly confirm that Hot line maintenance Tools & Plants shall be provided by NETC without any cost to the contractor including training for use of the equipment.</p>	<p>Hot line equipment shall be provided by NETC, if required.</p>
12	<p>Para 1.2.1 & 1.20 of ITB under Volume I and all other Para wherever Firm price is explained</p> <p>Para 1.2.1 Basis of Offer for Maintenance</p> <p><i>• "The Annual Contract Price shall not be subject to any variation for that particular year including statutory variation in the service tax.</i></p>	<p>The bidder has to quote O&M charges for each year separately which shall include all taxes and duties including service tax and statutory variation.</p> <p>The provisions of the bid document remain unchanged.</p>

JWS

The Contract Price shall remain firm and binding for each year."

Para 1.20 – Bid Price

"The prices shall be inclusive of all taxes and duties including service tax. The Bidder shall be required to absorb the any variation in taxes and duties including service tax during the currency of the contract."

Our Observations:

Our quoted annual price for each year would be Firm based on the present rates of Taxes & Duties and Service Tax as levied by the Government. We would also spell out the rates of taxes & duties considered in our prices in the tender. Increase or decrease of these statutory rates is beyond any individual's control.

In view of above, we desire that in case of any upward variation, the quoted annual price should be adjusted accordingly and NETC should agree to pay the same to the bidder from the date of enforcement. This is more important as GST bill is likely to pass in the Parliament shortly and the impact of its proposed higher service tax would tremendously increase the burden on the bidders.

Therefore, in all fairness, we request you to dilute the above stipulated conditions of referred Para and agree for adjusting the quoted annual prices based on the increase & decrease of such statutory taxes & duties including Service tax from the date it is made applicable for remaining period.

13

Para 5.0 & Para 12 of Technical Specification under Volume III

"Fabrication of missing tower members"

Our Observations:

The second Para of clause 12 of the Technical Specifications is deleted and the modified "clause 12" be replaced as under:

12. Fabrication of missing tower members:

	<p>We would not keep the stock of missing tower members. NETC should provide us such missing part for its replacement by us as and when required.</p>	<p>NETC shall maintain some stock of most standard galvanised sections at store to fabricate stolen/missing tower parts. Extent and sections of angles of stock to be maintained in the store shall be decided based on the history of theft in the line during previous years. Contractor shall fabricate stolen/missing members out of the available sections and re fix in place of stolen members in towers.</p> <p>The necessary amendment 1. dated 21.06.2016 to the bid document is enclosed herewith.</p>
14	<p><u>Para 6.0 - Sl. No. 9 of Technical Specification under Volume III</u></p> <p><i>"Insulator cleaning"</i></p> <p>Our Observations:</p> <p>This scope of work should be deleted.</p>	<p>The provision of the bid document remain unchanged.</p>
15	<p><u>Para 9.0 - Sl. No. 9 of Technical Specification under Volume III</u></p> <p><i>"Installation of Emergency Restoration System"</i></p> <p>Our Observations:</p> <p>We would carry out the work as specified in the scope. However, NETC will have to provide all the required T & P for carrying out such work and any other hotline maintenance work. We would not procure T & P for such work.</p>	<p>As per this clause Emergency Restoration System and its T&P shall be provided by NETC.</p>