

ELECTRICAL DIVISION

PRE-BID CLARIFICATIONS TO THE QUERIES OF BIDDERS

SUBJECT : TENDER NO.EL/AC/2462 FOR "DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 1 MW (2 X 750 KVA) SHORE BASED POWER SUPPLY TO SHIPS AT BERTH NO. II TO IV IN KPT".

Pre-bid Meeting held on 17/11/2016

SR.NO.	PAGE NO	CLAUSE NO.	SUBJECT	QUERY OF BIDDERS	CLARIFICATION OF KPT
1	5 & 9	Clause No. 4 of Section - I	Eligibility Criteria (Similar Work)	In eligibility criteria, is there any relaxation or amendment for not performing any frequency converter SITC job? We have performed 11 KV and 33 KV sub station work. KPT will give healthy competition if frequency converter performing job is not mandatory for bidding tender.	Tender Condition holds good.
2	15	Clause No. 16 of Section - I	Bid Security (Earnest Money Deposit-EMD)	Tender EMD: We prefer the EMD amount to be submitted in a BG format from a scheduled bank like ICICI Bank or HDFC Bank. For EMD, Exemption of EMD is possible against Certificate?	Tender Condition holds good. Tender Condition holds good.
3	18	Clause No. 21 of Section - I	Deadline of Submission of the Bids	Submission of the Tender online: Since the submission date presently is 2 Dec 2016 and still the corrigendum is to be released by KPT based on the pre bid discussions today, we request that an extension of 2 weeks at least be provided for the tender upload date.	Agreed. However, minimum possible extension will be given.
4	23	Clause No. 35 of Section - I	Time Schedule	120 Days delivery Period: The main imported parts in the tender are the following : 1. ABB make PCS100 SFC imported as a cabinet form the ABB factory in New Zealand. 2. Plug & Sockets from Cavotech which are made in Sweden.	Agreed. The completion period is 180 days from the date of issue of Work Order.

5	31	Clause No. 11 of Section - II	Liquidated Damages	<p>In both the above cases the manufacturing lead time is more than 120 days. Further they need to be brought to India by sea freight which involves about 45 days of transit time plus additionally 6 days for the customs clearing time.</p> <p>The reasonable time for the delivery will be at least 180 days taking into account the above factors. However, once the order is confirmed we will try our level best to complete the deliveries as soon as possible.</p>
6	32	Clause No. 12 of Section - II	Variations	<p>Liquidated Damages: The upper limit of the LD we would like it to be capped to 5% instead of 10%. This has been the common practice agreed by ABB in almost all offers.</p> <p>Copper Flexible cable at 1500 m in the offer: The estimate is preliminary and the qty. may go up/come down once the detail engineering is done post the order. Mechanism to adjust the cable variation in the contract to be confirmed within the +/-30% window of the tender value.</p>
7	33	Clause No. 12 of Section - II	Taxes	<p>Duties & Taxes: The duties & taxes furnished in the offer by us is based on the rates prevailing currently. It is calculated based on the pricing of equipments which is also estimated. The duties & taxes will be based on the statutory requirements as given by the government during the actual execution of the order. Also it will be subjected to the changes as brought about in the statutory regulations due to the introduction of the GST as applicable.</p>
8	43	Clause No. 55 of Section - II	Valid Electrical Contractor License and Electrical Supervisor Certificate	<p>The party has to quote the liability of VAT, Service Tax etc. separately and the same will be paid/reimbursed by KPT as per rates prevailing on the date of opening of tender. Any subsequent increase in the tax rate or introduction of new tax, will be paid by KPT. Similarly, any benefit arising due to downward/revision in the tax, rates or any exception availed in the taxes by the bidder due to introduction of GST, shall be passed on to KPT.</p> <p>Agreed. For carrying out of electrical nature of work, the vendor engaged by the contractor shall have valid electrical contractor license issued by competent authority.</p>

					We will be using the vendors who have the licence of the State Govt of Gujarat and also the persons skilled in electrical installation.	
9	76 & 77	Technical Specification No. 2 & 3 of Section - V	Make: ABB/Siemens/Schneider		For the Isolation transformer is there any make quotable except ABB, Siemens and Schneider? (I.E. Voltamp or Crompton)	Tender condition holds good.
10	81	Technical Specification No. 6 of Section - V	Make: ABB/Siemens/Schneider		For the 11KV HT VCB panel also there are any other make shall be includable or not? Like Crompton. In our previous job of KPT we had supplied several 11 KV HT VCB panels to KPT.	Tender condition holds good.
11	---	---	---		Limitation of Liability: As per ABB Global guideline we would like to introduce the clause on the Limitation of Liability as follows : Notwithstanding anything contained in this AGREEMENT, its Appendices or orders to the Contrary, with respect to any and all claims arising out of the performance or non-performance of obligations under this AGREEMENT or purchase orders, whether arising in contract, tort, warranty, strict liability or otherwise, ABB's liability shall not exceed in the aggregate 100% of this order value or payments received against this P.O. whichever is lower.	Agreed.
12	---	---	---		Consequential Damages: As per ABB Global guideline we would like to introduce the clause on the Consequential Damages as follows : ABB shall in no event be liable for loss of profit, loss of revenues, loss of use, loss of production, costs of capital or costs connected with interruption of operation, loss of anticipated savings or for any special, indirect or consequential damage or loss of any nature whatsoever.	Tender condition holds good.
13	---	---	---		Location of Shore Plug & Sockets Panel: During detail engineering we need inputs from KPT to locate the plug – socket cable box in a safe location keeping in view : 1. No damage from ship movement or anchor ropes. 2. In case of a pit location, necessary pit to be constructed with connecting cable channels.	The location of Shore Plug & Socket will be at a mutually agreed location. In case of pit requirement, it is in the scope of the contractor. However, KPT will take care to avoid the damage after taken over by KPT.

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**Sd/-
SE (E)I/c**

**Sd/-
FA & CAO**

**Sd/-
CME**