

PRE-BID QUERIES AND RVPN'S REPLY FOR TENDER No.
RVPN/ADB/Tranche-2/ICB-10

ANNEXURE-A

Sr. No.	Clause No.	Original Description in the Document	RVPN's Reply
1.	Various Taxes & Duties	<p>We understand that all requisite certificates pertaining to various deductions shall be provided by RVPNL.</p> <p>And also specify the heads under which employer intends to deduct tax under applicable law along with the percentage of deduction thereon.</p> <p>Kindly confirm</p>	<p>Please refer Clause No. GCC 14 at Sr. no. 9 of Special Condition of Contract (Section-8, where it is clearly stated).</p>

2.	<p>2.4.2 Specific Experience (a) Contracts of Similar Size and Nature</p>	<p>Query:1</p> <p>Participation as contractor, management contractor, or subcontractor, in at least Three (3) contracts within the last Five (5) years, each with a value of at least INR 1760 Million that have been successfully or are substantially completed and that are similar to the proposed plant and services. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements)</p> <p>Against Query:1,</p> <p>We request you to reduce the value of (3) contracts to 25% of the project value, i.e. to INR 550 Mn.</p> <p>Query:2 Compliance requirement</p> <table border="1" data-bbox="467 1619 921 1760"> <thead> <tr> <th data-bbox="467 1619 566 1760" rowspan="2">Single Entity</th> <th colspan="3" data-bbox="570 1619 921 1653">Joint Venture</th> </tr> <tr> <th data-bbox="570 1653 707 1760">All Partners combined</th> <th data-bbox="711 1653 812 1760">Each Partner</th> <th data-bbox="816 1653 921 1760">One Partner</th> </tr> </thead> </table>	Single Entity	Joint Venture			All Partners combined	Each Partner	One Partner	<p>Please adhere to the bidding document.</p>
Single Entity	Joint Venture									
	All Partners combined	Each Partner	One Partner							

Must meet	Any two partners must each demonstrate one(1) successfully or substantially completed contract	Not Applicable	Not Applicable
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Against Query:2

We understand that the clause is applicable to Joint venture with more than two firms, In case of Joint venture with two firms including lead partner the qualification requirement shall be as mentioned in the table below.

Please confirm our understanding is correct.

Compliance requirement

Single Entity	Joint Venture		
	All Partners combined	Each Partner	One Partner
Must meet	Must meet requirement	Not Applicable	Not Applicable

Also, there was no such clause / condition in previous ADB Funded Tenders published by RVPNL

It is clearly stated in the bidding document

3. Regarding PAC (Project Authority Certificate) & Excise Duty Exemption Certificate

SPECIAL CONDITIONS OF CONTRACT

GCC 14.11 The ADB funded project are exempted from Excise Duty as per Notification No. 108 / 95-CE dated 28.08.95. Goods supplied to UN / Intl. Organizations or Proj. As amended vide Central Excise Notification No. 7 / 98 - CE dated 02.06.98; 33 / 98-CE dated 13.10.98; 4 / 99-CE dated 11.02.99 and 40 / 99-CE dated 02.11.99.

GCC 14.12 The ADB funded project are exempted from Custom Duty as per Notification No. 84 / 97 -Customs dated 11.11.97 as amended by Notification No. 85 / 99 - Cus. Dated 06.07.99; 119 / 99 - Cus. Dated

These notifications are applicable for transmission line projects also.

		<p>02.11.99; 75 / 2001 dated 07-2001 and 107 / 2001 - Cus. Dated 12.10.2001.</p> <p>As per Special Conditions of Contract it is mentioned that ADB Funded projects are exempted from Excise Duty and Custom Duty.</p> <p>Kindly confirm the Project Authority Certificate (PAC) and Excise Duty Exemption Certificate (EDEC) shall be issued to the bidder by Employer for claiming Excise Duty exemption.</p> <p>Kindly confirm the entitlement of Excise Duty exemption under notification 108/95CE for transmission line project</p>	
4.	Change in Law and GST Implementation	<p>The Goods and Service Tax shall be implemented by April 2017.</p> <p>The Project Completion period of ICB-10 Package is 578 Days which implies GST implication to be applicable very much in time span of the contract.</p> <p>Kindly confirm that all the implications on Taxes & Duties due to GST Implementation and any other Change in Law during the period of contract shall be considered by RVPNL and Contractor shall be reimbursed at actual for Supply Part & Services Part.</p>	Please refer the clause GCC 14 at S. No. 9 of Special Conditions of Contract & GCC 36 at S. no. 22 of Special Condition of Contract (Section-8) of bidding Document.
5.	GCC 2.2.3 (7)	<p>The Owner will arrange the right-of-way for the land required for tower foundation, tower erection and stringing. Any avoidable or deliberate damage done to standing crop or private property by the Contractor's labour shall be the Contractor's responsibility.</p> <p>Kindly confirm that all the permits, statutory clearances such as Forest, Defense, Railways, Notified Areas, etc. required for Right of Way shall be arranged by Employer.</p>	Please adhere to the bidding document.

6.	Section-03, 1.2.3 (7)	<p>Payment towards ROW / Crop compensation</p> <p>We understand that any/all payments pursuant to acquiring Right Of Way shall be arranged by Employer and Only Payments towards Crop Compensation shall be in Contractor's Scope. Kindly confirm.</p>	Please refer Clause No. 3.6 of Chapter-3 (Vol-II) of the bidding document.
7.	BoQ - 2 - Supply Part	<p>Quantities of Insulator</p> <p>As per technical specifications of Insulators, it is mentioned that a Bidder may quote for either Disc Insulators or Long Rod Insulators. However, upon checking the BoQ, the quantities of Disc Insulators are not mentioned. Kindly provide the quantity of Disc Insulators.</p>	Please adhere to the bidding document.
8.	Section -09, Appendix-08	<p>Functional Guarantee</p> <p>Formula for Functional guarantee is not given and as such it shall be considered not applicable on any supply item. Also Not applicable on Conductor as it is to be supplied by EMPLOYER in this project. Please confirm.</p>	The supply of conductor is in the scope of contractor for this project. However functional guarantee is not applicable for transmission line project.
9.	Section-09, Appendix-02	<p>Price Variation items</p> <p>Kindly allow price variation on Insulators and Hardware & Accessories also. Provide PV Formula</p>	Please adhere to the bidding Document.
10.	ITB-39	<p>Price bid Evaluation</p> <p>It is not clearly mentioned in the said clause; kindly provide the methodology and considerations to evaluate the price bid.</p>	Please refer Clause no. 39 of ITB i.e. Section -1 (VOL-I).
11.	Prices with Taxes & Duties (Supply Part)	<p>Price Schedules for online submission</p> <p>We understand that Unit Ex-Works at Column No.: 13 under BoQ 2 (Supply BoQ) is Exclusive of Entry Tax, if any and the same will be reimbursed at actual by RVPNL And Taxes & Duties at Column No.: 14</p>	Please refer Clause No. 18 of ITB i.e. Section (Vol-I).

		under BoQ 2 (Supply BoQ) contains amount of applicable VAT / CST. Kindly confirm	
12.	Prices with Taxes & Duties (Services Part)	We understand that Unit Ex-Works at Column No. : 13 under BoQ 3 (Services BoQ) is Exclusive of Service Tax. The same will be reimbursed at actual by RVPNL. Kindly confirm	Please refer Clause No. GCC-14 at Sr. no. 9 of Special Conditions of Contract(Section-8).
13.	Reimbursement of Entry Tax / Octroi	However, octroi /entry tax as applicable for destination site / state on all items of supply including bought-out finished items, which shall be dispatched directly from the sub vendors works to the Employers Site (sale-in-transit) Is not included in the Contract price. The applicable octroi/ entry tax in respect of the said items of supply would be reimbursed to the Contractor separately by the Employer subject to furnishing of documentary proof. As we understand Entry tax will be payable by bidder will be reimbursed at actual over and above the contract price, which shall not be considered for price bid evaluation and not covered under the contract price. Kindly confirm.	Please adhere to the bidding Document.
14.	ITB-21	Bank guarantee Kindly provide the Bank Account Number of RVPNL with Name of Bank, Branch Address and IFSC Code which shall be required for issue of Bank Guarantee towards Earnest Money Deposit	There is no need of this information for issue of bank guarantee towards Bid Security.
15.	General	Issuance of Bid Security towards Earnest Money Deposit Kindly confirm Bank Guarantee towards Earnest Money Deposit shall be issued under the name and address of beneficiary as under: Superintending Engineers (Contracts-1) RAJASTHAN RAJYA VIDYUT	The Value of Stamp shall be as per GOR Policy. The bid Security shall be furnished in favour of Chief Engineer (Contracts) Rajasthan Rajya Vidyut Prasaran Nigam Limited New MM Building of RVPN, Near Ram Mandir, Bani Park, Jaipur-302006.

		<p>PRASARAN NIGAM LTD.</p> <p>New MM Building of RVPN, Near Ram Mandir, Bani Park, Jaipur-302006.</p> <p>Please specify the value of Stamp Paper to be used for issue of EMD Bank Guarantee.</p>	
16.	General Query	<p>Splitting of Order</p> <p>We understand that all the three lines under Scope of this tender falls under single package of ICB-10 and further there shall not be splitting of contract amongst more than one Contractor by RVPNL.</p> <p>Kindly confirm</p>	The contract will not be split.
17.	General	<p>C-Form</p> <p>Kindly confirm that requisite C-Form will be issued by RVPNL. for Direct Transaction as well as for Bought out Items under Sale in Transit.</p>	C form shall be issued as per Sales Tax Rules of Rajasthan.
18.	Section -2, BDS-ITB:18.3 Price Schdeules	<p>Missing BoQ in price Schedules</p> <p>Upon checking the excel BoQ file, we learnt that BoQ 7: Grand Summary and BoQ 9: Recommended Spares are required pursuant to BDS (ITB 18.3) is missing.</p> <p>Kindly provide revised BoQ containing BoQ 7 and BoQ 9</p>	No Spares part are recommended for transmission line project and schedule 7 Grand Summery can be furnished in PDF format.

S. No.	Document/Clause Ref./Page No.	Existing Clause	Query	RVPN's Reply
1	Section1; Instructions to Bidders Clause 4 Eligible Bidders/Pg. No. 4	4.1 A Bidder may be a private entity or a government-owned entity - subject to ITB 4.5 - or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium, or association (JV).	Please confirm the number of partners in a JV.	There is no limit on number of partners.
2	Section1; Instructions to Bidders Clause 21.7 Under Bid Security/Pg. No. 14	The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.	In the latter event Bid Security from any one partner of JV may be accepted instead of same from all future partners.	It is clearly stated in the Clause. Please adhere to the bidding document.
3	Section 3; Evaluation and Qualification Criteria Clause 2.3.1 Historical Financial Performance/Pg. No. 9	Submission of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 5 (Five) years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, the bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	We understand from this clause that the firm whose Net Worth is positive can bid for this Project. Please confirm.	It is clearly stated in the Clause. Please adhere to the bidding document.
4	Section 3; Evaluation and Qualification Criteria Clause 2.4.2 Specific Experience (a) Contracts of Similar Size and Nature/Pg. No. 10	Participation as contractor, management contractor, or subcontractor, in at least Three (3) contracts within the last Five (5) years, each with a value of at least INR 1760 Million that have been successfully or are substantially completed and that are similar to the proposed plant and services. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements). Also the compliance requirements says as under:- "Any two partners must each demonstrate one (1) successfully or substantially completed contract of similar size and nature."	1) Please confirm that if any one partner of JV meets the required criteria, the JV can qualify. 2) You have asked for experience of three contract of at least INR 1760 million each, which works out to 80% of the tendered amount. Normally all Govt. departments/undertakings ask for one project of not less than 80%, two projects of not less than 50 % or 60% and three projects of not less than 40% (to make it to 80% of total tendered value). Further, in such transmission line projects the conductors, which constitutes 30-35% are supplied by the employer as such although the length of line is higher than the tendered length, in many cases the project value is less. As such we would request you to consider one project of not less than 80%. two projects of not less than 50% & three projects of not less than of 40% value, provided it meet the length requirements.	Please adhere to the bidding document.

Sl. No.	Query	RVPN's REPLY
1.	<p>It appears that Goods and Service Tax (GST) is likely to be introduced w.e.f 01st April 2017. The exact implication of GST will be known once the same is put into implementation by the Parliament.</p> <p><u>Request confirm whether statutory variation due to introduction of New Taxes including Enhanced Duties & Levies will be considered in this tender by the Purchaser.</u></p>	<p>Please refer the clause GCC 14 at S. No. 9 of Special Conditions of Contract & GCC 36 at S. no. 22 of Special Condition of Contract (Section-8) of bidding Document.</p>
2	<p>Special Conditions of Contract, Sl. No. 9, GCC - 14 mentions that applicable Octroi / Entry Tax on all items of Supply including Bought-out finished items would be reimbursed at actuals upon furnishing of documentary proof.</p> <p><u>Request clarify that we are not to include any incidence of Octroi / Entry Tax in our offer to the Purchaser</u></p>	<p>Please refer Clause No. GCC 14 at Sr. no. 9 of Special Condition of Contract (Section-8, where it is clearly stated).</p>
3	<p>As per Special Conditions of Contract (on Page 8-2) Time of Completion is stated at 548 days.</p> <p>However, as per Contract Forms (on Page 9-23) Completion including Taking Over has been specified as 578 days.</p> <p><u>Request Clarify.</u></p>	<p>The time of completion of the facility shall be 578 days (Five seventy eight days).</p>
4	<p>Considering Tender being ADB Funded, we presume that the Stamp Paper for issuing the Bid Security is to be on Non-Judicial Stamp Paper of Rs. 100/- and not of Rs. 25,000/- and also not of Rajasthan Stamp Paper as per the Rajasthan Stamp Act.</p> <p><u>Request your clarification on this point.</u></p>	<p>It will be as per GOR Policy.</p>
5	<p>In Volume-II of Technical Specification under Sub-Section-1 (Page-1) Clause (vi) it is stated that Conductor shall be provided by RVPN.</p> <p>In the Bill of Quantities we are required to quote prices for the Conductor and the Supply is covered under the scope as well</p> <p><u>Request your clarification on this point.</u></p>	<p>Conductor is included in the scope of the bidder and they have to Quote the price of the same in the Price Schedule.</p>
6	<p>In Section-9 - Contract Forms under Appendix 1 - Terms and Procedures of Payment on Page 9 - 7 under Schedule No. 5 - Installation & other services it is stated that 10% Advance paid against Installation Charges shall be recovered @15% from Supply Bills of up to 80% of ordered quantity.</p>	<p>It is clearly stated in the Clause. Please adhere to the bidding document.</p>

	<u>Request clarification whether the advance payment of account of installation would be recovered from Supply Bills or the Erection Bills.</u>	
7	<p>Introduction of New Clause under Special Conditions of Contract under Sl. No. 28 on page 8-17 talks about allocating a budget required in respect of compliance with local environmental laws and regulations, etc.</p> <p><u>Kindly clarify if any specific amount needs to be dedicated for such purpose.</u></p>	Please adhere to the bidding document.
8	<p>Wish to inform you that all the offices in state of West Bengal would remain closed on account of Festival Holidays / Puja Holidays from 07th October 2016 to 12th October 2016.</p> <p><u>Considering large amount of pre-tender work required to be carried out at the time when offices would be closed, shall be grateful for extending closing date of the Tender by one week i.e., upto 20th October 2016:</u></p>	Bids will be opened on the scheduled date.

S No.	Clause details	Clause No.	As per tender document	Query	RVPN's Reply
1	Section-8	SCC/GCC 14.10	<p>For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date twenty eight (28) days prior to the last date of bid submission in the country where the site is located (hereinafter called Tax: in this GC Sub-clause 14.9). 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 the Contract, which was or will be assessed on the Contractor 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 GCC Clause 36 (Changes in Laws and Regulations) hereof. However, these adjustments would be restricted to be direct transactions between the Employer and the Contractor. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and also not applicable on the bought out items dispatched directly from sub-vendor's works to site. Further, no adjustment of the Contract Price and/or payment / reimbursement of taxes, duties or levies shall be made on account of variation in or withdrawal of (a) deemed export benefits in terms of Foreign Trade Policy or (b) any other benefit in terms of Central Excise Notification and / or other notification.</p>	<p>As supplies include substantial quantity of Conductor, Hardware fittings, OPGW & Insulator. Request you to kindly consider the variation on taxes and duties applicable to Bought Out items.</p> <p>As you are aware that Government has recently initiated actions to introduce Goods & Service Tax (GST), which may be effective soon, and exact implications of GST will be known, only after the same is ratified by the Parliament / State Legislatures, any additional effect on account of impending introduction of GST. kindly confirm, any amounts payable towards additional tax liability accruable in this regard, either directly or indirectly for supply as well as erection portions shall be reimbursed to us at actuals.</p>	<p>Please adhere to the bidding document.</p> <p>Please refer the clause GCC 14 at S. No. 9 of Special Condition of Contract & GCC 36 at S. No.22 of Special condition of Contract (Section -8) of bidding Document</p>
2	Section 2 - Bid Data Sheet	Bid Data Sheet	The bidder shall furnish a bid security in the amount of INR	Kindly confirm whether Bank Guarantee in lieu of bid security on non-judicial Stamp Paper of Rajasthan Government worth Rs.100.00 is required or any other stamp paper is acceptable.	It will be as per GOR Policy.

S No.	Clause details	Clause No.	As per tender document	Query	RVPN's Reply
3	Section-4	Bidding forms	CERTIFICATE OF TECHNICAL COMPLIANCE: We further confirm to submit Guaranteed Technical Particulars, valid type test reports (not older than 7 years as on the date of bid opening or prior to commencement of supply), drawings, calculations, Quality Assurance Plan (QAP)/Manufacturing Quality Plan (MQP), Satisfactory performance certificate for two years as on the date of approval of the sub- contractors, documentary evidence against 50% of the total quantity supplied during last five (5) financial years, etc., as per requirements of BOQ, Technical Specifications and relevant IS/IEC; for offered items/equipments/materials, in the event of an order on us, within commencement period without affecting delivery schedule and without any price implication to Employer. Declaration.	1)Kindly confirm whether we need to agree to the GTP provided by RRVNPL or new GTP from vendor is to be submitted. 2)Kindly confirm Type Test report is required for Towers or other items also.	GTP shall be as per requirement of RVPN. The Type test shall be required as per provisions of the bidding document.
4	Section-4	Bidding forms	b) The supply & erection price components in the bid are firm prices in line with Tender Specifications and shall stand valid till completion of the Contract, if awarded. c) I/We declare that our bid is strictly in line with Tender / Bid Specifications and there is no	As per declaration, bid is to be submitted on FIRM prices where as in PRICE ADJUSTMENT/PRICE BASIS, PV is applicable on Tower, Earth wire & Erection portion. Kindly clarify	The prices are variable against the contract as per bidding document.
5	Section 9 - Contract Forms	Appendix 2 - Price Escalation	The ex-works prices of the main equipment viz., Towers, GI bolts & nuts, GI step bolts & nuts, Electro-galvanised spring washers and GSS earth wire and Erection Price Component (including charges for civil works) shall be subject to price adjustment as per the details given hereunder.	As per the clause PV is applicable on Tower, Earth wire & Erection portion, where as in annexure PV formula for conductor is provided. Kindly confirm the applicability of PV on Conductor	PV shall be allowed for the conductor also.
6	Section 6 - Employer's Requirements		This Specification covers the following scope of works: supply of bolts & nuts, Disc/long road insulators, GSS Earth wire, 24 Fiber (DWSM) OPGW fibre optic cable, Joint box (24 Fibre), Hardware set for 24 Fibre OPGW Fibre	As per scope, bidder can consider supply of Disc/long road insulators where as in the price schedule quantity for Disc insulator is blank..kindly confirm	Please adhere to the bidding document.
7	Section 9 - Contract Forms	Price Adjustment Ceiling	Price Adjustment Ceiling: The total adjustment for Towers, GI bolts & nuts, GI step bolts & nuts, Electro-galvanised spring washers and GSS earth wire shall not be subject to any ceiling whatsoever individually of the respective Ex-works prices of Towers, GI bolts & nuts, GI step bolts & nuts, Electro-galvanised spring washers and GSS earth wire.	If PV is applicable on conductor, kindly confirm the ceiling limit	No Ceiling

S.No.	Bidder's Query	RVPN's Reply
1.	<p>There is no clarification about the interest rate for 10% advance payment, so we assume that the 10% advance payment is interest free.</p>	<p>Advance Payment will be provided free of interest.</p>
2.	<p>In payment terms Appendix (A), Schedule No. 2 stated that</p> <p><i>“Sixty percent (60%) (or 70%, in case 10% Advance not taken by Contractor) upon delivery at site or delivery to site against B.G, within 60 days after receipt of invoice (supply contract) of the total or pro rata EXW amount upon Incoterm “EXW”.”</i></p> <p><i>“Ten percent (10%) of the total or pro rata EXW amount upon Incoterm “EXW,” upon receipt of material at site within sixty (60) days and after receipt of invoice.”</i></p> <p>We assume that in 2nd sentence 10% of the total or pro rata EXW amount shall be payable after erection of that particular material instead of receipt of material at site. You are requested to clarify the difference between the conditions <i>upon delivery at site</i> and <i>upon receipt of material at site</i>.</p>	<p>Please adhere to the bidding document.</p>
3.	<p>As above tender is funded by Asian Development Bank we assume that the contractor shall get deemed export benefits. Is the deemed export benefits are for supply and erection both items (i.e. for cement, aggregates and reinforcement etc. in erection items)??</p>	<p>It will be allowed as per GOI policy.</p>

4.	<p>We would like to bring to your notice that Indian Government is trying to introduce a new law 'GOODS AND SERVICE TAX' and there may be chances of applicability of it by April 2017. It will be affected very much in contract price.</p> <p>You are requested to change or add a new clause related to it so that the change in tax law will not affect the direct transaction as well Bought out transaction.</p>	<p>Please refer the clause GCC 14 at S. No. 9 of Special Conditions of Contract & GCC 36 at S. no. 22 of Special Condition of Contract (Section-8) of bidding Document.</p>
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S.No.	Bidder's Query	RVPN's Reply
1	BoQ for Recommended Spare Parts is not furnished in Tender Documents .Kindly confirm whether the scope of Supply of Recommended Spare Parts is in the scope of Contractor or not.	No Spare parts are required for transmission line project
2	We understand that the contractor can supply either porcelain disc insulator or Porcelain Long Rod Insulators for the subject Tender. Kindly note that the BOQ for Disc insulator is not mentioned in Supply Price Schedule. Kindly furnish the same.	Please adhere to the bidding Document.
3	We understand that Octroi & Entry Tax on all items including bought-out finished items is not included in Contract Price and would be reimbursed to the Contractor on furnishing of documentary proof as per SCC Clause 14.6. Service Tax is included in Contract Price and is not reimbursable as per SCC Clause 14.6. Kindly confirm the same.	Please adhere to the bidding Document.
4	<p>Regarding ROW & Access we understand the following,</p> <p>(i) The scope of ROW including compensation for value of crops, trees and other vegetation required for requisite safety clearance of right of way is in the scope of the Owner as per Clause 1.10.4 and Clause 1.4 of Sub Section I Technical Specifications, Volume I.</p> <p>(ii) Access from road side to work sites including compensation for Crop and other vegetation required for the access to be built shall be in Contractor Scope as per Clause 3.6.2 of Chapter 3 of Specific Technical Requirements Volume II</p> <p>(iii) Tree Cutting shall be in the scope of Contractor as per Clause 1.10.1 of Chapter 1 of Specific Technical Requirements Volume II. Kindly confirm the same.</p>	Please adhere to the bidding Document.
5	Kindly refer to Declaration in Section 4, Bidding Forms wherein it is mentioned that supply and erection price components are FIRM Prices whereas we understand that the Contract is Variable in nature. Kindly confirm.	The prices are variable.

6	We understand that the scope of Supply of Conductor is in Contractor scope, however Clause 1.1.2 (vii) and Clause 1.1.2 (vi) of Sub Section I Technical Specifications, states Conductor shall be provided by M/s RVPN. Kindly clarify.	The supply of conductor is in the scope of contractor.
7	Kindly refer to SCC 7 wherein contractor agrees to supply spare parts for a period of 5 years (both mandatory and recommended) (As per BOQ 1 & 2). Kindly clarify the scope and if applicable the items for the same.	No Spare parts are required for transmission line project.
8	Kindly confirm and clarify whether LD for Performance Shortfall is applicable for the subject Tender and if the same is applicable, kindly mention the deductions and parameters on which the same is applicable.	Please refer Clause No. GCC 26 at S. No. 13 of Special Condition Of Contract of Bidding Document
9	Kindly confirm that whether in case of introduction of GST or any new imposition in the course of performance of subject Contracts, M/s RRVPNL shall examine its impact on the affected transactions (for both Direct & Bought Out Transactions) under the contract in totality, for equitable adjustment in the Contract Price, if required against which the Contractor shall furnish the relevant details/documents for this purpose, as may be required by RRVPNL.	Please refer the clause GCC 14 at S. No. 9 of Special Conditions of Contract & GCC 36 at S. no. 22 of Special Condition of Contract (Section-8) of bidding Document.
10	. Kindly confirm whether WCT shall be deducted from the whole contract price that is supply & Services portion or only from Services portion.	ITB 18.4 gives instructions on how to quote prices of supply and services.
11	. Being an ADB Funded Project, we understand that taxes and duties (including Entry Tax) shall not be taken into consideration for comparing the price bids of various Bidders. Kindly confirm that our understanding is correct.	Taxes & Duties shall not be taken in Account for evaluation of the bid.

Sr. No.	Clause No.	Clause	Clarification	RVPN's Clarification
1	5.10 & 5.20 of BoQ	5.10 11 kV, 120 kN i) Disc Insulators 5.20 11 kV, 160 kN i) Disc Insulators	<p>There are no quantities mentioned for Disc Insulators in the price schedule however bidder has the option to either quote for the Disc Type or Long Rod type Insulators as per the Clause 1.1.2, (iv), SUB-SECTION-I</p> <p>Also we would like to inform you that there is only one manufacturer for Long Rod insulators and the overall project will be affected in case the supplier fails to provide timely supplies during execution. Hence we would like to mention that the option to quote for Disc insulator shall be made available in the BoQ as per the provisions of Clause 1.1.2, (iv), SUB-SECTION-I.</p> <p>We request you to revise the BoQ to include the provision for quoting of Disc Insulators</p>	Please adhere to the bidding document.
2	Appendix 5, Contract Forms, Page 9	List of major items of plant and services and list of approved sub contractors	No details have been provided, we request you to provide the approved vendor list	There is no provision of providing Vendor list in bidding document in ADB funded Projects. As such vendor list is to be provide by the bidder. The bidder meeting requirement of clause no. 2.5 of Section-3 of Vol-I shall be approved by the employer.
3	2.5, Evaluation & Qualifying Criteria, Page 12	2.5 Subcontractors Subcontractors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item. Failure to comply with this requirement will result in rejection of the subcontractor	<p>We understand that we need to furnish the qualification data only for the sub vendors which are not in the RRVPN approved vendor list.</p> <p>For the approved vendors we only need to provide the Manufacturer's Authorization form.</p> <p>Please confirm</p>	There is no approved vendor in the bidding document. The vendors will be approved by the RVPN as per Clause No. 2.5 Section 3.
4	1.0.4, Chapter 1, Specific Technical Requirement, Page 15	Payment for compensations of the value of crops, trees will be the responsibility of the owner.	<p>In line with the GOI circular dated 15-Oct-15, if any compensation towards land/ land diminution value needs to be paid, same shall be paid by the owner directly.</p> <p>Please confirm our understanding</p>	Please adhere to the bidding document.
5	1.9.11, Chapter 1, Specific Technical Requirement, Page 14	All the requisite data for processing the case for statutory clearances such as PTCC, Forest and Railway etc. shall be provided along with the report.	<p>We understand that the bidder will provide all data for processing the case for obtaining statutory approvals. However arranging all statutory approvals along with the payment required to be made as per the law shall be paid by the owner directly to the authority</p> <p>Please confirm our understanding</p>	Please read Clause No. 1.9.11 with Clause No. 1.9.10 of Chapter-1 of Vol-II, where things are stated clearly.
6	3.36, Chapter 3, Specific Technical Requirements, Page 74	However, for ground wire and ACSR MOOSE conductor an extra allowance @ 0.3% shall be allowed towards sag and jumpering which shall be unaccountable	<p>We would like to bring to your kind notice that the wastages including sag and jumpering are approx 1%. Also PGCIL and other SEB's consider allowable wastages as 1%.</p> <p>Hence we request you to increase the allowable wastages to 1%</p>	Please adhere to the bidding document.

7	5.1, Chapter 5, Page 2	<p>SCOPE The scope covers for design, manufacture, engineering, inspection & testing at manufacturer's works before despatch, supply of Disc Insulators (Ball & Socket type) for 400 kV double circuit transmission line. The bidder may quote for disc/long rod insulator, made of either porcelain or toughened glass</p>	<p>We request you to provide the technical specifications and a line item in the BoQ to quote for porcelain or toughened glass insulators</p>	<p>Please adhere to the bidding document.</p>
8			<p>We understand that RRVPNL is using PGCIL design suitable for 400 KV DC Quad wind zone IV. These towers have been designed as per IS Code 802 (Pt. I)/1995 for structural steel used in overhead transmission line and therefore in view of the better reliability for present and future transmission jobs, towers needs to be redesigned and tested along with the revised deign of foundations as per revised code IS:802 (Pt.I/Sec I):2015 (fourth edition). Many other Electricity boards have already adopted the new code. We understand that the new design will be 10 - 15% lesser in tower weights and volumes as compared to existing design.</p> <p>We suggest you to please review our proposal and arrange to make necessary changes in the specification regarding designing and testing of towers</p>	<p>Necessary amendment to this effect shall be issue in due course, if felt appropriate by RVPN.</p>