

Reply to Pre-Bid Queries

**TENDER DOCUMENT NO. IGL/ET2/CP/CC17261
LNG TRANSPORTATION FROM DAHEJ TO AJMER GA LNG/LCNG STATIONS**

Sr. No.	Clause	Page No.	Bidder's Query	IGL's Reply
1	26.1 - GCC	39	<p>Clause: The Owner, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience.</p> <p>Query: The contractor would be making substantial amount of investment for the said work, and if your company decides to terminate the contract midway for its convenience without assigning any reason, then the contractor would suffer significant financial burden as the use of these tankers is very limited in the industry. Request you for removal of such clause.</p>	Tender conditions shall prevail
2	6.1 - SCC - CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)	52	<p>Clause - Within twenty-one (21) days of receipt of the Contract/PO, the successful bidder shall furnish to the Purchaser the Contract-Cum-Equipment Performance Bank Guarantee (CPBG) equivalent to 2.5 % of total contract value initially and 7.5% of value of individual purchase order (Total order value will be inclusive of all taxes, duties and charges towards transportation, unloading etc. up to IGL site/store).</p> <p>Query - Request you to kindly consider CPBG @ 3% of total contract value or else 10% of the annualized contract value as per the current industry practise. As a CPBG of 2.5% of total contract value along with 7.5% of individual PO value would significantly block the contractors liquidity.</p>	Refer Corrigendum - IV
3	10.1 DURATION OF CONTRACT - SCC	54	<p>Clause - The contract shall be valid for a period of 04 years with effect from the end of mobilization period. The duration of this contract shall be further extendable for one year as per IGL requirement.</p> <p>Query - Tankers deployed phase wise as per your company's requirement over a time period will be used each for a firm period of 04 years from their individual deployment dates? Bidder requests clarity.</p>	Contract shall be valid for a period of 04 years with effect from the end of mobilization period of 1st tankers/semi-trailer. Additional tankers hired in between contract period, will be used for remaining period of work order i.e. till Contract validity
4	11.1 -TERMS OF PAYMENTS - SCC	54	<p>Clause - The payment will be released on monthly basis within 45 days from the date of submission of invoice along with the declaration towards compliance of the following documents duly certified by EIC as a proof of statutory compliance along with other related requirements.</p> <p>Query - Request you to kindly release payment within 15 days from the date of submission of invoice.</p>	Tender conditions shall prevail
5	12.2 - CONTRACT PRICE - SCC	55	<p>Clause - The variable component shall cover the Toll Charges, Diesel / Fuel cost & any other operational cost involved in transportation of LNG like weighment charges, etc.</p> <p>Query - Request you to kindly reimburse the Toll Charges and Weighment charges to contractor on submission of original receipts for the same on monthly basis.</p>	Tender conditions shall prevail
6	13.8 - SCC	56	<p>Clause - In case the LNG tanks are mounted on trailers, the Bidder shall register Prime Movers and keep the LNG Tankers endorsed in the Registration Certificate of the Prime Movers.</p> <p>Query - Request you to please consider the endorsement in registration certificate (R.C. book) of prime mover also as Cryogenic Tanker/to carry hazard goods/gas tanker which are as per RTO norms.</p>	Tender conditions shall prevail

7	13.13 - SCC	56	<p>Clause - The mobilized fleet shall be fitted with spark/flare arrestor and other safety equipment's prescribed by statutory requirements of a design approved by Chief Controller of Explosives (PESO) and provided with wheel jack, tool kit, 2 traffic cones, reverse gear buzzer and spare wheel in good condition.</p> <p>Query - In the BS-VI vehicles, the spark/flare arrestor is not required as per norms. Request you to kindly consider the same.</p>	Tender conditions shall prevail
8	1.5 - SCOPE OF WORK	63	<p>Clause - The tentative quantity of LNG to be transported under the contract shall be 30,600 Metric Ton (MT). Estimated requirement for the same is as follows: i) During 1st year of operation – 480 MT/Month ii) During 2nd year of operation– 540 MT/Month iii) During 3rd year of operation– 690 MT/Month iv) During 4th year of operation- 840 MT/month v) These quantities may vary as per business requirement and accordingly deployment of trailers may also vary.</p> <p>Query - As can be seen probably the quantity of LNG to be transported will increase over 2nd, 3rd and 4th year,sir, so the additional vehicles that would be deployed during these 2nd, 3rd & 4th years would be each used for a firm period of 04 years from their date of actual deployment? Bidder request clarity.</p>	Contract shall be valid for a period of 04 years with effect from the end of mobilization period of 1st tankers/semi-trailer. Additional tankers hired in between contract period, will be used for remaining period of work order i.e. till Contract validity
9	2.5 - SCOPE OF WORK	64	<p>Clause - Initial deployment of the tanker shall be done in 3 months from the date of intimation. Any additional deployment for the tanker shall be done in 1 months from the intimation by IGL.</p> <p>Query - The additional tanker deployment needs to be done in 01 month as per this clause OR else within 04 months as per clause 3.2 on page 08 of 95? Please clarify.</p>	Refer Corrigendum - IV
10	3.13 - SCOPE OF WORK	65	<p>Clause - The transport tanker must be suitably designed for unloading through unloading pump. It is to be noted that the differential pressure unloading is not possible at IGL's satellite station as it is not designed for the same.</p> <p>Query - The unloading pump will be in scope of your company, bidder request clarity.</p>	In scope of IGL
11	9.2 - SCOPE OF WORK	68	<p>Clause - Every tanker should be re-painted once in 12 months as directed by IGL EIC. Failing which the same shall be got done at BIDDER's risk and cost with 15% overheads.</p> <p>Query - normally the painting on tankers lasts for around 8-10 years. However we recommend to paint the tanker once in 5 years.</p>	Refer Corrigendum - IV
12	FORM 3 - FORMS AND FORMATS	78	<p>Clause - FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR / CHARTERED ENGINEER FOR DETAILS OF SIMILAR GOODS/ WORK/ SERVICES SUPPLIED/ DONE DURING PAST 7 YEARS</p> <p>Query - does this form be certified by either CA or Chartered Engineer? As the form asks for UDIN which is used by CA and not Chartered enginners.</p>	Certification by CA also accepted, however IGL reserves the rights to call for any other documents to substantiate the bid.

13	3.10 - SCOPE OF WORK	65	<p>Clause - As per tender conditions Sub Letting is not allowed hence it is further clarified that The Prime mover & LNG Tank should be owned by the bidder.</p> <p>Query - Request you to kindly consider and allow for subletting the work upto 50% along with subcontractors Prime mover and LNG tank ownership. Sir, as per Clause 19. Sub Contracting of GCC (Pg 36 of 95) Such incorporation shall not relieve the Contractor from any liability or obligation under the Agreement. Such sub-contracted services shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve the Contractor of any of his contractual obligations. The Contractor shall be solely responsible for any action, deficiency or negligence of his sub-contractors. Hence, request you to kindly consider the same.</p>	Tender conditions shall prevail
14	7.0 - IFB	10	<p>Clause - TENDER EVALUATION METHODOLOGY:- 4:- Split of award: Not Applicable. It is intended to have one (01) Agency for complete scope of work.</p> <p>Query - Request you to kindly consider split of award among atleast 02 bidders.</p>	Tender conditions shall prevail
15	12.2 - GENERAL - IFB	13	Request you to kindly consider split of award among atleast 02 bidders.	Tender conditions shall prevail
16	2. Brief Scope:- 2.9:-	7	<p>Clause - Payment for Diesel Price Variation (Rs.) = (No of Trips completed in the month x 1460/3.0) x (Average Price of Diesel in the month- Base Price of Diesel)</p> <p>Query - the round trip KM mentioned from PLL dahej to Ajmer if 1460 km, however sir, there may be variations as per actual. Hence, request you to do a joint route survey before deployment of vehicle to decide upon the actual round trip kilometers for considering it in case of increase or decrease of diesel price.</p>	Noted
17	General		Request you to kindly allow contractor to arrange for vehicles through lease/attache for upto 50% of total vehicles requirement.	Tender conditions shall prevail
18	2.5 - Scope of Work	64	<p>Clause - Initial deployment of the tanker shall be done in 3 months from the date of intimation. Any additional deployment for the tanker shall be done in 1 months from the intimation by IGL.</p> <p>Query - This clause contradicts Clause 3.2 of IFB (Invitation to Bidders)</p>	Refer Corrigendum - IV
19	8.4 - GCC	33	<p>Clause - Any change in layout due to site conditions or technological requirement shall be binding on the Contractor and no extra claim on this account shall be entertained.</p> <p>Query - As per our understanding, this is not applicable for transporters. Pls clarify</p>	Bidder understanding is Correct
20	13.1 - GCC	35	<p>Clause - The Contractor will submit to Purchaser the Quality Assurance Plan (QAP) regarding the services required under the Agreement within 15 days of Notification of Award. Purchaser will then review the QAP and inform the Contractor, the stages when the Purchaser / Inspector / Engineer would witness the tests and/or carry out inspections, beyond which the progress of the specified activity will not proceed, without written approval. Such points during the progress of work under the Agreement shall be called as Customer Hold Points (CHP's)</p> <p>Query - As per our understanding, this is not applicable for transporters. Pls clarify</p>	Bidder understanding is Correct

21	3.1 - SCC	51	<p>Clause - Within 30 days of execution of the contract agreement, the contractor shall register themselves and the contract at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner for record.</p> <p>Query - As per our understanding, this is not applicable for transporters. We are registered with all entites mandatory for LNG transportation. Pls clarify</p>	The clause clearly states that the bidder shall register themselves and the contract at their own cost with statutory authorities, as may be required under the rules and regulations governing in India.
22	Section VI - Schedule of Rates point no. 1	71	<p>Clause - TRANSPORTATION OF LNG FROM DAHEJ TO AJMER MONTHLY FIXED CHARGES The fixed charges shall be inclusive of charges not limited to cost of acquisition / hiring, salary for drivers, maintainence, insurance, permits, PESO approval(initial and subsequent) RTO approval, charges for office set up at Dahej and destination etc. These fixed charges will remain fixed on per tanker basis during the fist year of contract period. Fix charge will be paid for each tanker deployed for IGL for complete month tanker shall be paid per month during contract period</p> <p>Query - Please let us know whether HSD charges are included in the Fixed rate, if so Please let us know the kilometer of running of Fixed vehicles (Approximate Kilometer in a month)</p>	HSD charges are included in variable charges for 1460 kms per trip
23	6.1 - SCC	52	<p>Clause - The successful bidder shall furnish to the Purchaser the Contract-Cum-Equipment Performance Bank Guarantee (CPBG) equivalent to 2.5 % of total contract value initially and 7.5% of value of individual purchase order.</p> <p>Query - Please reduce the CPBG to the 10% of the Total annualized contract value.</p>	Refer Corrigendum - IV
24	2.7 - SCOPE OF WORK	64	<p>Clause - De-hiring of any tanker can be done, with 30 days prior notice by the Engineer-In-Charge</p> <p>Query - Please remove this clause as the owner has to make huge investment for each tanker and de-hiring it may increase liability of the owner.</p>	Tender conditions shall prevail
25	Section VI – Schedule of rates Notes to SOR – point no. 5	73	<p>Clause - Point no. 5 - Total variable charges (B2) should not be less than 45% of the total charges (C) i.e. total monthly fix charges + variable charges. Failing which shall be liable for bid rejection. (As per tender document)</p> <p>Query - Kindly give details of (B2) & (C) as its nowhere mentioned in price bid format Also clarify that GST to be included while considering total variable charges should not be less than 45% of total charges</p>	Refer Corrigendum - IV