

Konkan LNG Private Limited

Promoters : GAIL (India) Ltd. & NTPC Ltd.

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KLPL/HQ/C&P/Composite Works Tender for Compressors/2018

Date. 21.02.2019

To,
PROSPECTIVE BIDDERS

Sub: Corrigendum to Pre-Bid Queries

Ref: Tender No. KLPL/HQ/C&P/Composite works-Compressor/2018 for "Composite works for Installation & Commissioning of BOG Compressor at KLPL-Dhabol."

Dear Sir(s),

Please find enclosed herewith "Corrigendum to Pre-Bid Queries (Dated 21.02.2019)" w.r.t. above-referred Tender.

This "Corrigendum to Pre-Bid Queries (Dated 21.02.2019)" shall form an integral part of above-referred Tender, which shall be duly signed and submitted by the bidders along with their bids/offers. It shall be deemed that the bidders have submitted their bids/ offers in consideration of this "Corrigendum to Pre-Bid Queries (Dated 21.02.2019)".

All other terms and conditions of above-referred Tender shall remain unchanged.

Encl: Corrigendum to Pre-Bid Queries (Dated 21.02.2019)

Thanking you,

Yours truly,

For & on behalf of
Konkan LNG Pvt Ltd.



[Rajeev Mehrotra]

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CORRIGENDUM TO PRE-BID QUERIES

Tender No. : KLPL/HQ/C&P/Composite works-Compressor/2018

Subject : Composite works for Installation & Commissioning of BOG Compressor at KLPL- Dhabol

Sl.	Section [of Tender Document]	Page No.	Clause No. [along with its Heading]	Subject	Bidder's Query	KLPL's Response
1.	V	109 of 145	2.3 a	Bidder has to install & commission the compressor package within 7 (Seven) months from the award.	Installation and commissioning shall be done within 8 (Eight) months from date of award as mentioned under Time Schedule on Page 136 of "tender 20190122_163600" document. However, the compressor to be handed over to bidder within 5 months from the date of order award so that work can be completed within 8 months of time.	Clause 2.3 (a) shall be read as " Bidder has to install & commission the compressor package within 8 (Eight) months from the award. However, the compressor will be handed over to bidder within maximum 6 months from the date of order award.
2.	V	109 of 145	2.3 (k)	All costs for mobilization (transportation, installation, commissioning), operation & maintenance, shall be included in Contract price.	Operation and maintenance is excluded from bidder's scope of supply.	Clause 2.3 (k) shall be read as "All costs for mobilization, installation and commissioning shall be included in Contract price. Line "After the termination of contract, the land shall be handed over back in condition as received during start of the contract from the Owner" stands deleted.
3.	V	110 of 145	2.3 (o)	All consumables (like lube oil etc.) required for commissioning & operation of compressor system shall be in scope of contractor at no cost to Owner.	All consumables required only for commissioning activities will be provided. Consumables for operation are not to be included in bidders' scope.	Clause 2.3 (o) stands deleted.
4	VI	122 of 145	3.1	The Contractor must mobilize and commission the compressor package	Compressor packages shall be made available at site for commissioning by purchaser	Clause 3.1 stands deleted. Also refer reply at S.N. 1.

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5.	V	110 of 145	3.2	complete in all respects as per the Time Schedule mentioned above. Site development including RCC foundation of proposed compressor system and shed for the same. The shed size considered app. 36.0 meters length, 16.0 meters width, height 6.0 meters at center & 5.0 meter at sides which is supported with concrete foundation, steel structure columns & frames and G.S sheet roofing.	within 5 months from the date of order award so that work can be completed within 8 months of time. Considering compressor package size, the shed size will be 20 m x 20 m. Coolers are need to be placed outside of shed for proper air circulation.	Clause 3.2 Shed size shall be read as 20 m x 20 m.
6.	V	110 of 145	3.3	Cabin and other facilities required for Operation and Maintenance at a location designated by Owner.	Request you to specify in detail other facilities required.	Clause 3.3 shall be read as "Cabin required for Operation and Maintenance at a location designated by Owner.
7.	V	115 of 145	3.12.3.6	Battery Bank as per requirement along with chargers.	We understand that UPS with battery is required as specified in clause 3.12.2 of the same document, therefore battery bank with chargers is not required.	Clause 3.12.3.6 sub clause Battery Bank as per requirement along with chargers stands deleted.
8.	V	115 of 145	3.12.3.6	Health monitoring, periodic / predictive / breakdown maintenance along with supply of requisite spares / consumables.	Spares / consumables is excluded from bidder's scope of supply.	Clause 3.12.3.6 sub clause Health monitoring, periodic / predictive / breakdown maintenance along with supply of requisite spares / consumables stands deleted.

Sl.	Section [of Tender Document]	Page No.	Clause No. [along with its Heading]	Subject	Bidder's Query	KLPL's Response
9.	V	115 of 145	3.12.3.6	Immediate replacement of Instrument Air Compressor Motor/other electrical item with a new one in case of breakdown, in order to ensure uninterrupted operations.	We understand that, Supply of replacement spares / electrical equipment / instrument air compressor is not included in scope of the bidder.	Clause 3.12.3.6 sub clause Immediate replacement of Instrument Air Compressor Motor/other electrical item with a new one in case of breakdown, in order to ensure uninterrupted operations stands deleted.
10.	V	115 of 145	3.12.3.6	Availability of hot standby for critical equipment's	Availability of hot standby for critical equipment's is not required as the scope of work is not for site work and not for supply of equipment's.	Clause 3.12.3.6 sub clause Availability of hot standby for critical equipment's stands deleted.
11.	V	115 of 145	3.12.3.6	Availability of spares along with skilled / experienced manpower.	Spares are not included in bidder's scope of supply.	Clause 3.12.3.6 sub clause Availability of spares along with skilled / experienced manpower stands deleted.
12.	V	116 of 145	3.14	The detail drawings are attached herewith for hook up purpose as required	Request you to provide the detail drawings. It is not enclosed with tender document.	The sub clause "the detail drawings are attached herewith for hookup purpose as required. Concerned department shall provide all the further details if needed" replaced with. The detailed drawings are to be made by contractor and to be approved by KLPL fire and safety department. Clause 3.1 stands deleted. Also refer reply at S.N. 1.
13.	VI	122 of 145	3.1	The Contractor must mobilize and commission the compressor package complete in all respects as per the Time Schedule mentioned above.	Compressor packages shall be made available at site for commissioning by purchaser within 5 months from the date of order award so that work can be completed within 8 months of time.	
14.	VI	123 of 145	7.1	Contractor shall not be compensated for any change in taxes and duties due to wrong assessment and /or statutory variation.	Bidder shall be compensated in case the taxes and duties are changed on account of statutory variation.	Referred clause stands deleted and relevant clauses of ITB and GCC in this regard to variation in rates of taxes shall prevail.

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15.	VII	140 of 145	3	All items of work mentioned in the Schedule of Price shall be carried out as per the specifications, drawings and instructions of Owner/GAIL/EIL and the rates are deemed to be inclusive of material, consumable, labor, supervision, tools & tackles and detailing of construction/fabrication drawings, isometric wherever required as called for in the detail specification and conditions of the Contract	We understand that GAIL and EIL are not part of this tender. All our obligations shall be to Konkan LNG Pvt. Ltd. only.	In the Clause "GAIL/EIL" stands deleted.
16.	V	117	3.16.4	Fire Fighting facilities.	Firefighting scope and specification are not available with tender. P&ID for MVWS System for DV4 is not legible, please provide	Refer reply at S.N. 12.
17.	V		2.2	Battery limit conditions	Bidder understands that LSTK has to do only 2 no. Compressor erection, intermediate piping erection (which will be loose supply item). All electrical and instrument supply & installation will be in LSTK scope. Also, firefighting system for compressor shed but specification not given.	Bidder understanding is correct. However, for Firefighting system also refer reply at S.N. 12.

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18.						<p>The Clause is modified as under.</p> <p><u>Regarding Reconciliation between GSTR 2A and Input Tax Credit</u></p> <p>The existing provision of ITB may be modified as follows:</p> <p>“Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable KLPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.</p> <p>If input tax credit is not available to KLPL for any reason not attributable to KLPL, then KLPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by KLPL in future to the Supplier/Contractor under this contract or under any other contract.</p> <p>In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of KLPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from KLPL to the government exchequer, then, that Supplier shall be put under Holiday list of KLPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on KLPL.”</p>
	III	27	13.9	GST (CGST & SGST/UTGST or IGST)	Circular dtd. 31.1.19	

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19						<p>The following is added new clause 27.2(i) for incorporation in RFQ/ ITB of Tender document is modified as follows:</p> <p>“PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.</p> <p>In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, KLPL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.”</p> <p>In case any financial implication arises on KLPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. KLPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by KLPL in future to the Supplier/Contractor under this contract or under any</p>
GCC	19	27.2(I)	Issue of Credit Note or Invoice of reduced value for PRS Clause		Circular dtd. 31.1.19	

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20	III, Annexur e-II	56	11		Circular dtd. 31.1.19	other contract.” Replace existing clause with : In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of KLPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from KLPL to the government exchequer, then, that Supplier shall be put under Holiday list of KLPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on KLPL.”
21	III	30	16.9	EMD	Circular dtd. 30.01.2019	[add] “In case of forfeiture of EMD/ Bid Security the forfeited amount will be considered inclusive of tax and tax invoice will be issued by KLPL. The forfeiture amount will be subject to final decision of KLPL based on other terms and conditions of order/ contract.”
22	III	38	38.6	SD	Circular dtd. 30.01.2019	“In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by KLPL. The forfeiture amount will be subject to final decision of KLPL based on other terms and conditions of order/ contract.”

For & on behalf of

Konkan Lnd Pvt Ltd

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