



**Energy Management Centre- Kerala
Sreekrishna Nagar, Sreekariyam P.O
Thiruvananthapuram- 695017**

Reply to Queries				
Tender:- EMC/554/2020-ETB-4(ESS)/T1				
Project:- Supply, Erection, Testing & Commissioning of Electro-Mechanical Equipments for Micro Hydro Electric Project (2 x 55kW) at Pampumkayam, Mankulam in Idukki District				
Sr. No.	Tender Clause & Page	Description	Query / relief request from Bidder	EMC Reply
1	2. Project information, Clause No. 2.3; Page 14	<p>Survey, Planning and Design:- The planning includes scheduling of each and every task under the scope of work within total time frame stipulated in the contract, conveyance and handling of materials and equipment, camp, disposal, power supply, water supply, fuels, construction plans and furnishing necessary reports.</p> <p>Design of project components, equipment, infrastructure etc., safety aspects as per relevant Indian Standards BIS codes, IEC etc. and furnishing the installation and commissioning documents shall be the responsibility of the bidder</p>	Please clarify civil work scope. Civil work is in Project Owner scope (EMC). Camp, disposal, power supply, water supply, fuels these shall be arrange by Project Owner (EMC).	All civil work will be done by EMC through another contractor.

2	7. Bid Prices; Clause No. 7.3; Page 18	The price mentioned should include the transportation charges, loading and unloading charges including the unloading and storage charges at site/storage facility	Unloading, Loading, Storage charges and storage facility shall be considered in Project Owner scope (EMC)	Loading and unloading shall be done by the supplier. Safe keeping of the materials will be at the scope of the supplier with arrangement for guarding by EMC.
3	7. Bid Prices; Clause No 7.4 Fixed price; Page No 18	The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment on any account	1) Due to fluctuations in input cost, price variation clause has to be added, request you to add the same in contract document. 2) The Prices offered shall be firm for the original period of contract, however if the project is delayed beyond the original completion date for the reasons not attributable to the contractor, the prices shall be subject to variation as per the prevailing market trends and shall be finalized in mutual consultation.	No price variation is allowed since it is a fixed price contract. The E&M supplier shall supply all E&M items irrespective of the completion of the civil works.
4	7. Bid Prices; Clause No 7.5 Price adjustment; Page No. 18	Rates and prices quoted by the bidder shall not be subject to adjustment during performance of the contract to reflect the change in the costs of labour and material components		
5	13.Revision of Rates, Page No. 31	No representation for enhancement of rates once accepted will be considered		
6	14. Award of Contract; Clause No 14.2 EMC's right to vary quantities at time of award; Page No. 22	EMC reserves the right at the time of award of contract to increase or decrease the quantity of goods and services specified in the schedule of requirement without any change in unit price or other terms and conditions	If quantity increase with respect to original tender requirement, bidder prices shall be increase. Please clarify.	EMC don't expect any change in the number of sets of PATs which is two sets. The E&M supplier should provide all necessary auxiliary equipments of their system for proper operation.
7	17. Performance Security; Clause No 17.1	The successful tenderer shall, before signing the agreement and within 15 days of the receipt of notification of contract from EMC, deposit a sum equivalent to ten percent (5%) of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of earnest money deposited by him along with his tender	As per central Govt. circular "OFFICE MEMORANDUM" dtd.12th Nov 2020, Performance Security shall be 3% of contract value. Refer enclosed Govt. circular. Performance security shall be discharged and returned to the Contractor within 15 days from date of 72 Hrs trial run. Performance security shall given 3% with less EMD value. Please confirm.	5% of the contract value, as per tender specification.

8	21. Inspection of equipment at contractor's premises and Performance testing	Part inspection and equipment assembly will be carried out at the manufacturer's plant in the presence of authorized representatives of EMC. The machine shall undergo load testing at the manufacturer's plant and the efficiency prescribed shall be proved by the manufacturer at the plant. Reduction in efficiencies may lead to pro-rata reduction in the payments towards equipment. The efficiency shall also be proved at the project site during testing and trial running stage	The machine shall be tested as per given performance parameters in contract at manufacturer's plant. The efficiency shall be proved at the project site during testing and trial running stage based on parameters given in contract.	During testing of the PAT systems at manufacturer's premises, efficiencies at different heads/flow to be tested as committed by the manufacturer. Both single machine operations & double machine operations are to be tested & proved at site as well, based on actual site parameters.
9	22. Storage of Equipment, Page No. 34	22.4 If the commissioning of equipment is delayed after installation of the equipment, the Contractor shall carry out all protective measures suggested by EMC during such period.	If the commissioning of equipment is delayed beyond the original completion date for the reasons attributable to the EMC, the contractor shall carry out all protective measures suggested by EMC during such period at extra cost and cost shall be finalized in mutual consultation.	Before packing & forwarding, manufacturer should ensure sufficient protective measures for shelf life for at least one year with no extra cost.
10	22. Storage of Equipment, Page No. 34	Storage of Equipment	Unloading at site, Loading, Storage charges, storage facility, material security, Adequate lighting, guarding and watching at the near all the storage shall be considered in Project Owner scope (EMC)	Loading and unloading shall be done by the supplier. Guarding, Lighting etc shall be arranged by EMC.
11	23. Liquidity Damages, Page No. 35	The EMC will consider the time at which delay in completion has occurred and extend of losses at that time with respect to such delays will be calculated. The maximum amount of liquidity damages shall be 10 % of the contract amount or actual losses calculated for 60 days whichever is lower. If the delay exceeds more than 60 days, EMC may terminate the	The maximum amount of liquidity damages shall be 5% of the contract amount.	No change. As per tender specification.

		contract at the risk and cost of the contractor.		
12	24.Force Majeure, Page No. 35	Force Majeure means Acts of God, wars or similar action affecting Kerala Civil Commotions or general strike (Excluding by its own employees) lying beyond the reasonable control.	Pandemic to be included in provisions of Force Majeure conditions	Accepted

13	24.1 Payment Terms, Page No. 36	<p>a) Stage I: 5 % of the contract value will be released on submission of detailed drawing against Bank guarantee equaling to 5% of the contract value.</p> <p>b) Stage II: 20 % of the contract value will be released after inspecting the equipment at the factory premises against Bank guarantee equal to 20 % of the contract value in addition to the BG submitted during Stage I.</p> <p>c) Stage III: 50% of the contract value will be released after supplying all the major parts involved in the project at site as mentioned in the item no.4 of the Work Schedule (clause 2.11). This includes turbo generators and Structural arrangements. The collected BG at stage I will be released along with the payment of stage III.</p> <p>d) Stage IV: 15% of the contract value will be released after completion of the major installations mentioned as item no.5 of the Work Schedule (clause 2.11). The BG collected at Stage II will also be released along with this payment.</p> <p>e) Stage V: 10% of the contract value will be released after Successful installation and commissioning of the project.</p>	<p>We request you to accept following payment terms:-</p> <p>a) Stage I: 10% of contract value will be released after signing of contract within 5 days and on submission of Bank guarantee equaling to 10% of the contract value.</p> <p>b) Stage II: 20 % of the contract value will be released on submission of detailed drawing against Bank guarantee equaling to 20% of the contract value.</p> <p>c) Stage III: 60% of the contract value will be released after supplying all the major parts involved in the project at site as mentioned in the item no.4 of the Work Schedule (clause 2.11). This includes turbo generators and Structural arrangements. The collected all advance BG at stage I & II will be released along with the payment of stage III.</p> <p>d) Stage IV: 7% of the contract value will be released after completion of the major installations mentioned as item no.5 of the Work Schedule (clause 2.11).</p> <p>e) Stage V: 3% of the contract value will be released after Successful installation and commissioning of the project.</p>	No change. As per tender specification.
----	------------------------------------	--	---	---

14	24.2. Retention Money, Page 37	5% of value of work shall be retained by EMC as Security deposit for a period of three year from the date of commissioning. The retention amount can be released subject to submission of a bank guarantee for the amount for the said period. The retention amount shall be deducted from every stage payment for a value equal to 5% of the representative Stage payment and will be released after completing the defect liability period.	We request you to accept retention money 3% of contract value and it shall be released after 12 months. The retention amount can be released subject to submission of a bank guarantee for the amount for the said period. The retention amount shall be deducted from every stage payment for a value equal to 3% of the representative Stage payment and will be released after completing the defect liability period i.e. 12 months.	No change. As per tender specification.
15	SECTION II/ 2.2 Scope of the work (c) List of Equipments; Page 13	9. Remote monitoring & control system - 1 set	Only remote monitoring system is feasible & can be provided. Remote Control system is not advisable considering the operational & safety issue. Please accept.	Remote monitoring is required. Controls up to shutting down of plant as and when required should be provided.
16	SECTION II/ 2.10 Control and Communication Systems; Page 15	The system should be capable of auto restart if the stoppage is only due to the utility's grid failure.	As per Design feedback, Generation system is required to be re-started manually after checking additional faults if any, other than grid failure. This will ensure machine healthiness, system & operator safety. Same logic is followed in hydro plants all over. This is our strong suggestion which please may be accepted.	Accepted.
17		Approach Road to Power House	During our visit to Mankulam PH area, approach road to power house was found not in good shape and equipment cannot be carried to site location. We request EMC either to improve road conditions or consider suitable authorized godown nearby as official material receipt point (for supply payment portion). Please clarify on this point.	Approach road will be made motorable for 4 wheel drive vehicles by EMC.

18	Electrical Infrastructure at site	Please inform healthiness of Electrical Infrastructure i.e complete, safe and capable to take load of New Generation 2 x 55 kW and will not be hindrance to commissioning of project.	Healthy electrical infrastructure will be provided up to the step up transformer end. All other, compatible electricals to be provided by the E&M supplier.
19	Statutory Approvals	We presume EMC is responsible & will take all statutory approvals viz. Electrical Inspector permission etc for New E&M works. E&M contractor shall provide all technical support for this. Pl confirm.	Liaison with necessary offices for statutory approvals will be under the scope of E&M supplier. EMC will provide necessary charges and fees for applications, if any, to the E&M Supplier against submitted actuals.
20	Prospective Bidder	Can Authorized dealers of PAT Original Equipment Manufacturer can bid in this tender (with due Authorization from OEM) and will their bid will be accepted for technical evaluation? Pl clarify	Yes, authorised dealers/suppliers of PAT with due authorisation from OEM can submit tenders.
21	Due date of submission as 28 March 2023	Considering Year end activities at our and vendor works, we expect some more time is required for bid preparation & costing. Can EMC extend bid submission date to 14 April 2023? Kindly clarify	Due date of submission is extended till 10 th April 2023, 16.00 hrs.

Sd/-
Director