ALL CORRESPONDENCE TO BE ADDRESSED TO THE GENERAL MANAGER

Central Electricity Board

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OUR REF: CPB/84/2019_Clarification 9

YOUR REF:

23 July 2020

Attention: All Bidders

Dear Sir/Madam,

CPB/84/2019: Design, Supply, Installation, Testing and Commissioning of Three 66/22kV GIS Substations
Clarification No. 9

Please find below CEB's reply to queries raised from potential bidders for the above mentioned bidding exercise.

Query 1

As per the Particular Conditions, clause 18.5, it is requested a professional indemnity insurance which shall cover the risk of professional negligence in the design of the Works "with no limit on the number of occurrences".

We have undertaken several consultations and investigations with Insurance Companies, insurance covering an unlimited number of claims (with no limit per event or per year) are not available in the market.

Bearing in mind that there are other insurances policies in place than the professional indemnity insurance for this project, we would suggest to resolve this particular matter, that this insurance for design be limited to 5M EUR per occurrence and year.

Please confirm.

Reply 1

It is to be noted that each type of insurance policy requested in the bidding document is for a specific purpose. Insurance policy as requested in Particular Conditions, clause 18.5, is for professional indemnity insurance which shall cover the risk of **professional negligence in the design of the Works.**

As stated in the bidding document, this insurance shall be for a limit of not less than the Contract value, with no limit on the number of occurrences.

Your proposal is thus not acceptable.

Query 2

The current terms of payment generate a very tight cash flow for the Contractors. For the smoothest execution of the project, we would require slight adjustments to the payment schedule, as per the following:

Payment Schedule for Electrical Equipment, Item n°4: Replacement of "Delivery of main equipment on site" by "Issuance of the bill of lading for main equipment". Kindly confirm.

Reply 2

The requirements of the bidding document are maintained.

Query 3

As payment terms are based on milestones described on the payment schedule, can you please confirm that the requirements described under sub-clause 1.2 are applicable only in case additional works not covered in the scope of works of the present contract. Please confirm or clarify our understanding.

Reply 3

Your understanding is correct. This clause would apply for any additional works that are not covered in the scope of works of the present contract.

Query 4

Based on Clarification No. 3, Query and Reply 23, we understand that the provision under CPA 8.6 does not cancel the Contractor's right to claim additional costs in the circumstances listed under sub-clause 8.4, as well as in case of change in laws as provided under 13.7 or change in standards as provided under 5.4.

For the sake of clarity, and in order to avoid any misinterpretation, we propose that CPA Sub-Clause 8.6 be rephrased in accordance with the Clarification No. 3, Query and Reply 23. We propose the following wording:

"Additional costs of revised methods, including acceleration measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Employer on the basis of prevailing local market rates, without giving the Contractor the right to claim unreasonable profit".

Reply 4

This amendment shall be captured in the contract agreement to be signed with the successful bidder.

Query 5

Please confirm that Addendum and Customer's clarifications are to be considered as Employer's Requirements listed under (c) in the priority of documents (CPA 1.5).

Reply 5

Yes, Addenda and Clarifications issued shall be considered as Employer's Requirements listed under (c) in the priority of documents (Conditions of Particular Applications sub-clause 1.5).

Query 6

Regarding Clarifications No. 5, Query and Reply 13 we understand that the location of Arbitration will be communicated at the time of award and will be a neutral location.

Given the importance of the location of the Seat of Arbitration, we understand that the Parties will agree on the neutral place before signature of the Contract Agreement. Please confirm our understanding.

Reply 6

Yes, your understanding is correct.

Query 7

4.1(a) General Experience

Experience in Design, Manufacture, Supply, Installation and Commissioning of substations and HV Switchgear under contracts in the role as Prime Contractor, JV Member, Subcontractor or Specialized Subcontractor for at least the last (10) ten years, starting 1st January 2009.

4.2(a) Specific Construction Experience

A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member , specialized sub-contractor or sub-contractor13, between 1st January 2009 and application submission deadline:

At least three contracts each of minimum value USD 10,000,000,
- Design, Manufacture, Installation, testing and commissioning of:
  (a) 66 kV or above indoor GIS
  (b) Power Transformers of rated voltage 66 kV and above
  (c) 11kV or above Switchgear
  (d) Civil and Building Works
  (e) Protection and SCADA

4.2(b) Experience in key activities

For the above and any other contracts completed and under implementation as prime contractor, joint venture member, specialized subcontractor or sub-contractor13 between 1st January 2009 and application submission deadline, a minimum construction experience in the following key activities successfully completed:

Installation, testing and commissioning of:
(a) At least 10 installations of a minimum voltage level of 66 kV GIS Switchgear.
(b) Power Transformers of at least 1000 MVA cumulative capacity, of voltage 66 kV and above.

(c) At least 10 switchboard installations of 11kV or above voltage GIS or metalclad switchgear panels.
(d) At least 10 installations of Secondary Plant (Protection & SCADA) with proven IEC61850 architecture.

If a Bidder qualifies 4.1(a) and 4.2(b) sub clause (b), (c), and (d) with his own qualification but 4.2(a) and 4.2(b) sub clause (a) with Specialized Subcontractor's qualification - will the bidder be considered as an eligible bidder on single entity basis to bid the tender. Please confirm.

Reply 7

As per example provided above, a bidder under single entity basis **would not** be eligible.

Yours faithfully,

R. Chowdharry
Supply Chain Manager