



|  | | | <p align="center">REPLY TO BIDDER'S PRE-BID QUERIES</p> <p align="center">LAYING OF MDPE NETWORK AND GI/Cu INSTALLATION WORK FOR DOMESTIC, COMMERCIAL AND INDUSTRIAL CUSTOMERS FOR CUGL GA'S IN KANPUR, UNNAO, BAREILLY AND JHANSI IN THE STATE OF UTTAR PRADESH</p> <p align="center">(CUGL TENDER NO. P.014714 G11031 R002)</p> | | | Document No. P.014714 G11031 R002 |
|--|----------------|-----------------|--|--|---|---|
| | | | | | | Owner: Central UP Gas Limited (CUGL) |
| | | | | | | PMC- Tractebel Engineering Pvt. Ltd. |
| | | | | | | Pre-bid meeting held on 26.11.2020 at 1500 HRS IST through VC |
| | | | | | | Date: 08.12.2020 |
| Sl. No. | Vol. No. | Tender Page No. | Clause No | Requirement as per tender | Query/Clarification | CUGL / TRACTEBEL's Reply |
| COMMERCIAL | | | | | | |
| 1 | Volume I of II | 53 of 100 | 6 | 6.1.2 PE And Related Work (For MDPE laying through all methods) i) 40% on completion of laying work in continuous stretches of minimum 500 mtrs. Including jointing of pipeline, backfilling and compaction for the complete stretch as per scope of work and on submission of Site Progress Reports and as graphs. ii) 10% on testing of completed network and submission of "As Built, As Graph Drawings" subject to installation of permanent markers in the network area. iii) 40% on commissioning (gas charging) of the network subject to installation of valve chambers. iv) Balance 10% on contract closure and submission of all documents as per contract and reconciliation of free issue materials. | We have found that the payment terms are low as compared to the standard practice of CGD industry | Refer Corrigendum # 1 |
| 2 | | | | 6.1.3 GI/Cu and related Work i) 50% after installation of GI/Copper pipes including all fittings, valves, clamping and completion of piping work in all respects. ii) 30 % after installation of service line for individual houses/apartment with Transition fittings and Isolation valves, regulators, meter and testing of GI/cu pipeline. iii) 5% after cementing of holes, painting, commissioning of GI, Copper installation & submission of RFC documents. iv) 5% after conversion of appliances & submission of JMR documents. v) Balance 10% on contract closure and submission of all documents as per contract and reconciliation of free issue materials. | | Refer Corrigendum # 1 |
| 3 | Volume I of II | 58 of 100 | 17.4 | After the final reconciliation is carried out, the variances in materials issued against materials used and returned, will be assessed. All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified below for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 200% of landed cost at the time of final bill/ closing of contract by Owner shall be effected from the Contractor's bill (s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment and measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials. Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage. | The unaccountable and scrap allowance are 2% each at various CGD companies and we as per our experience request you to kindly look into it and increase the allowance to 2% each. | Tender condition prevails. |
| 4 | Volume I of II | 60 of 100 | 25 | PENALTIES AGAINST TARGETS | Penalty for Project per connection are very high. We always do our best to achieve the targets and it is surely in our interest, but the job is to provide public utility and its completion depends on various external factors and hence we request you to kindly reduce the penalties. | Tender condition prevails. |


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| 5 | Volume I of II | 60 of 100 | 25.9 | 20 % Amount of BG issued amount by CUGL against Permission shall be kept on hold on Contractor's Bill / Invoice on executed amount till the release of Bank Guarantee issued by CUGL against permission from Govt. authorities | This amount is extremely high.CUGL will pay 10% amount on contract closure and we submit 10% BG.Now if 20% amount of BG given to Authorities will also be hold from our RA bills then the liquidity to execute the work will hamper and we may find ourselves in financial crunch.So we request you to kindly not hold the amount against the above. | Refer Corrigendum # 1 |
| 6 | Volume I of II | 7 of 100 | 7 | DETAILS OF BID DOCUMENTS | Place of Bid Submission Please Confirm Bid Submission Time & Place, with reference to tender documents there is confusion between Gurgaon & Kanpur. | Refer Corrigendum # 1 |
| 7 | Volume I of II | 53 of 100 | SCC 6.1.2 | 6.1.2 PE And Related Work (For MDPE laying through all methods) i) 40% on completion of laying work in continuous stretches of minimum 500 mtrs. Including jointing of pipeline, backfilling and compaction for the complete stretch as per scope of work and on submission of Site Progress Reports and as graphs. ii) 10% on testing of completed network and submission of "As Built, As Graph Drawings" subject to installation of permanent markers in the network area. iii) 40% on commissioning (gas charging) of the network subject to installation of valve chambers. iv) Balance 10% on contract closure and submission of all documents as per contract and reconciliation of free issue materials. | Kindly revised the payment terms which are prevailing in other CGD's against the same work since due to these payments terms funds flow of contractor will be hampered. Please change payment terms as mentioned below: i) 50% on completion of laying work in continuous stretches of minimum 500 mtrs. including jointing of pipeline, backfilling and compaction for the complete stretch as per scope of work and on submission of As graphs. ii) 30% on testing of completed network and submission of "As Built, As Graph Drawings" subject to installation of permanent markers in the network area with installation of valve chambers and Service regulator as applicable. iii) 10% on commissioning (gas charging) of the network. iv) Balance 10% on contract closure and submission of all documents as per contract and reconciliation of free issue materials. | Refer Corrigendum # 1 |
| 8 | Volume I of II | 53 of 100 | SCC 6.1.3 | 6.1.3 GI/Cu and related Work i) 50% after installation of GI/Copper pipes including all fittings, valves, clamping and completion of piping work in all respects. ii) 30 % after installation of service line for individual houses/apartment with Transition fittings and Isolation valves, regulators, meter and testing of GI/cu pipeline. iii) 5% after cementing of holes, painting, commissioning of GI, Copper installation & submission of RFC documents. iv) 5% after conversion of appliances & submission of JMR documents. v) Balance 10% on contract closure and submission of all documents as per contract and reconciliation of free issue materials. | Kindly revised the payment terms which are prevailing in other CGD's against the same work since due to these payments terms funds flow of contractor will be hampered. Please change payment terms as mentioned below: i) 80% after installation of GI / Copper pipes including all fittings, valves, clamping and testing of installation. ii) 5% after cementing of holes, installation of regulators, painting and commissioning of GI, Copper installation & submission of RFC documents. iii) 5% after submission of JMR documents in hard and soft (scanned) copy of JMR & RFC card. iv) Balance 10% on contract closure and submission of all documents as per contract and reconciliation of free issue materials. | Refer Corrigendum # 1 |
| 9 | Volume I of II | 54 of 100 | SCC 6.1.4 | 6.1.4 For Liaisoning i) 50% Payment on receipt of demand note from Land owning Agency within 45 days from date of receipt of application and progressively completion of laying work. ii) 40% Payment on receipt of N.O.C. from land owning authority & return of original Bank Guarantee of CUGL within period of 3 months after completion of work. iii) Balance 10% on completion of all works in all respects and acceptance thereof by EIC & Closure of Contract | Kindly revised the payment terms which are prevailing in other CGD's against the same work since permission from government bodies takes time which is not in control of contractor. Hence, you are requested to revised the payment terms as follows: i) 90% Payment on receipt of permission from Land owning Agency and progressively completion of laying work. ii) 10% Payment on receipt of N.O.C. from land owning authority & return of original Bank Guarantee of CUGL after completion of work. | Refer Corrigendum # 1 |

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|  | | | REPLY TO BIDDER'S PRE-BID QUERIES LAYING OF MDPE NETWORK AND GI/Cu INSTALLATION WORK FOR DOMESTIC, COMMERCIAL AND INDUSTRIAL CUSTOMERS FOR CUGL GA'S IN KANPUR, UNNAO, BAREILLY AND JHANSI IN THE STATE OF UTTAR PRADESH (CUGL TENDER NO. P.014714 G11031 R002) | | | Document No. P.014714 G11031 R002 |
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| Sl. No. | Vol. No. | Tender Page No. | Clause No | Requirement as per tender | Query/Clarification | CUGL / TRACTEBEL's Reply |
| 10 | Volume I of II | 61 of 100 | 25.9 | PENALTIES AGAINST TARGETS 20 % Amount of BG issued amount by CUGL against Permission shall be kept on hold on Contractor's Bill / Invoice on executed amount till the release of Bank Guarantee issued by CUGL against permission from Govt. authorities. | We understand that amount against the Bank Guarantee shall be hold against contractor RA bills but as per your payment terms contractor 10% is still on hold till closure of contract with addition of 10% of Bank gurantee amount against work order. Hence, there is 20 % amount of contract is always kept on hold at client end till closure. Therefore, there is no need of additional 20% hold against Bank guarantee of CUGL. Also, 40% hold amount against Rs. 1 Crore work order for period of 01 year makes no profit buisness for contractor. | Refer Corrigendum # 1 |
| 11 | Volume I of II | 58 of 100 | SCC 17.4 | After the final reconciliation is carried out, the variances in materials issued against materials used and returned, will be assessed. All unused, scrap materials and salvageable materials shall be the property of the Owner and shall be returned by the Contractor category-wise at his cost to the Owner's designated store yard (s). In case the Contractor fails to do so or exceeds the limits of allowances specified below for scrap/ serviceable materials, then recovery for such quantities not returned as well as returned in excess of permitted limit by the Contractor will be done at the penal rate i.e. 200% of landed cost at the time of final bill/ closing of contract by Owner shall be effected from the Contractor's bill (s) or from any other dues of the Contractor to the Owner. Contractor shall be responsible for the adjustment and measurement of the surplus materials to be returned to the store. Contractor shall also be responsible for suitable segregation of returned materials into separate stacks of serviceable and scrap materials. Wherever certain material is covered under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowance towards wastage/ scrap etc. shall be accounted for during execution stage. | As per Past Experience Unaccountable and Scrap allowance mentioned in tender are very low. In India at all CGD's company are providing 2% unaccountable allowance & 2% scrap allowance. While laying in MDPE pipe it goes in zig zag not straight as compared to steel pipes. Hence we consider to please increase allowance as per previous tender. | Tender condition prevails. |
| 12 | Volume I of II | | GENERAL | Extra GI Pipe: | Please confirm whether we have to collect Extra GI Pipe payment form Customers. If yes we can collect the cheque but we cannot take responsibility of cheque to be cleared in Account. Many time customer dishonored the cheque and we came to known from CUGL after long time. When we approach customer for cheque he usually do not respond. Hence we request if customer dishonored the cheque than please impose that amount in Bill. It is very difficult to collect payment after customer get gasified. Please give us some simple way out for this. | Tender condition prevails. |
| 13 | Volume I of II | SL. No. 7 | SOR | Registration for Domestic Connection. Scope includes taking over of registration form from CUGL HO, distribution of registration form at customer permises, collection of properly filled registration form from customer with required supporting documents as instructed by EIC & submission of all documents to CUGL designated place for creation of BP Number. Payment shall be made after creation of BP number with clearance of cheques. | We request you that some of customers dishonored the cheque and it comes to known after gasification of customers to us. For same our major amount of payment get hold by CUGL. Hence we request please make some procedure so that it can be avoided. | Tender condition prevails. |
| 14 | Volume I of II | | GENERAL | Free Issue Material Shortage: | We herewith request to plan free issue material according to targets set by CUGL. Due to shortage of free issue material our project get delay and our payment get hold in head of penalty. We are not claiming the idle time payment but request you not impose penalty considering same. | Availability of Free Issue Materials will be ensured. Tender Condition prevails. |


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| 18 | Volume I of II | 54 of 100 | SCC 6.1.4 | 6.1.4 For Liaisoning i) 50% Payment on receipt of demand note from Land owning Agency within 45 days from date of receipt of application and progressively completion of laying work. ii) 40% Payment on receipt of N.O.C. from land owning authority & return of original Bank Guarantee of CUGL within period of 3 months after completion of work. iii) Balance 10% on completion of all works in all respects and acceptance thereof by EIC & Closure of Contract | 6.1.4 For Liaisoning i) 50% Payment on receipt of demand note from Land owning Agency and progressively completion of laying work. ii) 40% Payment on receipt of N.O.C. from land owning authority & return of original Bank Guarantee of CUGL within period of 3 months after completion of work. iii) Balance 10% on completion of all works in all respects and acceptance thereof by EIC & Closure of Contract. | Refer Corrigendum # 1 |
| 19 | Volume I of II | | GENERAL | Free Issue Material Shortage: | We herewith request to plan free issue material according to targets set by CUGL. Due to shortage of free issue material our project get delay and our payment get hold in head of penalty. We are not claiming the idle time payment but request you not impose penalty considering same. | Availability of Free Issue Materials will be ensured. Tender Condition prevails. |

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| 21 | Volume I of II | 60 of 100 | SCC 25.0 | PENALTIES AGAINST TARGETS | Penalty for Project per connection Rs 750.00 & Online Rs 1200.00 are much higher, we will try to achieve targets but though we give efforts for target but in some case we complete network but we didn't get registration of potential penetration from that area. Hence we request to reduce penalty against targets. | Tender condition prevails. |
| 22 | Volume I of II | 61 of 100 | 25.9 | PENALTIES AGAINST TARGETS 20 % Amount of BG issued amount by CUGL against Permission shall be kept on hold on Contractor's Bill / Invoice on executed amount till the release of Bank Guarantee issued by CUGL against permission from Govt. authorities. | This Amount is very huge, we are working since last 5 years, and we have not made any default in regard of same. Further we inform you that our 10% payment are kept hold for Contract closure and 10% against Performance BG, also our work in progress amount are also very huge. Considering same we request not to hold 20% Amount. If you hold 20% from Bill than our total 40% amount will be get blocked in this situation it will be very difficult to execute the job maintaining cash flow. You are requested to consider same as per performance of contractor. As we are working with CUGL since long time. Please consider our request. | Refer Corrigendum # 1 |
| 23 | Volume I of II | | GENERAL | Extra GI Pipe: | Please confirm whether we have to collect Extra GI Pipe payment form Customers. If yes we can collect the cheque but we cannot take responsibility of cheque to be cleared in Account. Many time customer dishonored the cheque and we came to known from CUGL after long time. When we approach customer for cheque he usually do not respond. Hence we request if customer dishonored the cheque than please impose that amount in Bill. It is very difficult to collect payment after customer get gasified. Please give us some simple way out for this. | Tender condition prevails. |
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| 25 | GENERAL | | | M/s Yadav Traders has experience of similar services as mentioned in subjected tender on sub-contract basis. Can you tell us that are we eligible for participation? | | BEC clauses are explicitly clear. Tender Condition Prevails. |

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