

Sr No.	Tender clause No. / Annexure	Page No.	Description of Clause	Bidder's Queries	PMC/ Client Response
<b>Commercial Queries</b>					
1	Clause No. 12 of General Condition of Contract	Pg 45 of 90	<b>Performance Guarantee:</b> Within 21 days after issue date of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 3% of the total value of the CONTRACT.	We request you to kindly provide the formula to calculate the contract value for bid price evaluation and PBG Calculation.	Considering the ARC tender, the value of CPBG will be based upon awarded contract value, which is further calculated 3% of the contract value.
2	Clause No. 30.3 General Condition of Contract	Pg 56 of 90	<b>Legal Construction:</b> The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Dibrugarh, Assam	It is noticed that there is no Clause for Arbitration. We request that the provision of Arbitration may be included for dispute resolution.	Please refer point no. 13 of Form F-15 (Proforma for Performance Guarantee - Unconditional) of commercial volume
3	Clause No. 29.1 General Condition of Contract	Pg 55 of 90	<b>Force Majeure:</b> Shall mean and be limited to the following: a)War/hostilities b)Riot or Civil commotion c) Earthquake, flood, tempest, lightening or other natural physical disaster. d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the SELLER	We request you to kindly include the Pandemic/Endemic in the list of Force Majeure.	It will be considered only when government declares or issue any notice of force majeure.
4	Clause No. 41 General Condition of Contract	Pg 59 of 90	<b>Limitation of Liability:</b> Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.	We request you to kindly amend the clause as "Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 50% of Agreement / Order price" as per Industry Practice.	Please refer clause no. 13 (penalty) of SCC of commercial volume which shows the aggregate total liability of Seller under the Agreement and superceeds GGC.
5	Clause No. 2 of Invitation for Bid	Pg 7 of 90	<b>Project Brief:</b> The Proposed facility at Rupkheia, Assam shall have a compression package comprising of 3 no. (2 Working + 1 Standby) having capacity 0.25 MMSCMD each (Engine driven) natural gas reciprocating compressors with a suction pressure of 8 - 12 kg/cm2g, and a discharge pressure of 42 – 65 kg/cm2g. The compressor shall also have a provision for complete isolation of each individual package compressor including drain, flare, and vent etc. for any maintenance job.	We understand that the Compressor package must be designed for extreme working condition i.e. Suction pressure of 8 Kg/cm2(g) to delivery pressure of 65Kg/cm2(g) @ 0.25 MMSCMD. Please confirm.	Normal operating discharge pressure shall be 42-45 kg/cm2g, however system shall be designed for maximum discharge pressure shall be 65 kg/cm2g.
6	Clause No. 28.3 of General Condition of Contract	Pg 55 of 90	<b>Termination for Convenience:</b> The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective	In case of termination by convenience, the company shall pay the 50% of fixed rentals for balance of period of Contract.	Tender Conditions Shall Prevail

7	<p>Clause No. 13.2 of Special Condition of Contract</p> <p>Clause No. 13.3 of Special Condition of Contract</p> <p>Clause No. 13.4 of Special Condition of Contract</p>	Pg 64 of 90	<p><b>Equipment Availability:</b>  13.2 Equipment Availability on monthly basis shall be more than 98% (since 2 + 1 configuration selected) on available flow rate of 0.25 MMSCMD to 0.5 MMSCMD.  13.3 In case percentage availability is lesser than 98% then fixed monthly rental charges shall be deducted by 20 % of fixed monthly rental charges of that month bill.  13.4 In case system downtime exceeds 6 hours beyond 2% of non-availability, then maximum fixed monthly rental charges shall be deducted by additional 10 % of fixed monthly rental charges of that month bill.  Note: Any maintenance shutdown shall be pre-planned &amp; pre-approved by the EIC</p>	<p>We understand that 100% equipment availability means, availability of 2 operational Compressors for all times; please confirm.</p> <p>We request you to kindly elaborate the provision under the clause 13.3 &amp; 13.4 by giving example for better understanding.  Also, please explain the calculation for downtime.</p>	<p>2 no. of compressor shall be available 100% at any point of time for running and 1 no. standby compressor shall be made available 100% of time.</p> <p>Clause 13.3 - is for 98% of availability (i.e.2% non availability). And Clause 13.4 is for beyond 6 hours after 2% non availability .</p>
<b>Technical Queries</b>					
1	Clause No. 3 of SOW P167-SOW-M001 Rev. TA	Pg 5 of 38	Brief Operating parameters of compressor package: Pt.8: Outlet Temperature:- °C 52(max)	We propose that outlet temperature of Gas be kept at 55°C instead of 52°C in line with PNGRB Norms.	PNGRB has generally considered 47°C as ambient temperature for maximum discharge temperature of 55°C after air cooler. Since 45°C is the maximum ambient temperature in ASSAM so 52°C is considered maximum discharge temperature after air cooler.
2	Clause No. 3. f of SOW P167-SOW-M001 Rev. TA	Pg 5 of 38	Providing adequate firefighting equipment viz. Fire extinguishers, sand buckets, portable trolleys etc. Water sprinkler system (Manually operated) is to be provided inside the compressor shed as per OISD-STD-189. Fire water shall be made available to the contractor by the Owner to hook up with compressor fire water line as and when ready. Meanwhile, contractor shall make arrangement of compressor fire water supply	We propose that fire water supply shall remain in AGCL scope only. Meanwhile, contractor shall make arrangement of compressor fire water supply pending completion of Fire water line hook up.	ok noted
3	Clause No. 5.2.1.2 of SOW P167-SOW-M001 Rev. TA	Pg 11 of 38	<b>Equipment Specification:</b> The equipment supplier's standard data sheets / data sheet as per ISO/API must be duly signed and stamped by the Gas Compressor Manufacturer as well as the Contractor.	In this connection, it is submitted that data sheet of Compressors and Engines/ Prime Movers & fuel gas must be duly signed and stamped by Natural Gas Compressor OEM/TP/Package as adequacy of gas compressor does not depends on the Compressor & its driver alone. It depends upon sizing of Air Cooler, Pipeline sizing etc also. So Packager only can confirm & provide the data sheet covering the aspects for adequacy of gas compressor, driver, sizing & suitability of the offered compressor for the specified operating & design conditions. So we request AGCL to amend the clause accordingly	Bidder shall be responsible for the adequacy of whole compressor system and AGCL shall be responsible for Pipeline system. Bidder shall provide the duly signed and stamped data sheet covering the aspects for adequacy of gas compressor, driver, sizing & suitability of the offered compressor for the specified operating & design condition by the Gas Compressor Manufacturer/Package as well as the Contractor.
4	Clause No. 9.b of SOW P167-SOW-M001 Rev. TA	Pg 19 of 38	<b>Gas Measurement:</b> b) The gas compressed will be metered using the electronic flow computer (AGA3 and AGA9 compliant) having USM Type flow meter (Previous day and current day). Total monthly gas compressed shall be tabulated with daily readings by Contractor's supervisor. Log record to be maintained. The flow meter of Owner at the compressor upstream shall be treated as main meter and considered for invoicing purposes	It is proposed that Orifice flow meter compliant to AGA-3 shall be accepted. Please confirm.	Contractor shall propose orifice meter for his system, However AGCL shall be using USM Meter at the compressor upstream and it shall be treated as main meter and considered for invoicing purposes.
5	Clause No. 4.1 of SOW for Civil, structural & Architectural P167-SOW-C001 Rev TA	Pg 5 of 9	<b>Scope of work:</b> Scope of work by the Contractor shall consist of Architectural design & detail engineering including preparation of Architectural construction drawings, construction including construction supervision & supply of all materials, labor, tools & tackles etc., obtaining approvals from statutory Authorities, supply of deliverables like drawings, documents, preparation of as-built drawings etc. and co-ordination with Consultant & the Owner etc., all complete for BOO compressor shed along with EOT/ Maintenance arrangement, maintenance area shed and worker shed as listed in subsequent clauses.	We propose that installation of EOT may not be insisted as per industry practice for similar compressor plants.	Bidder shall refer document no. P167-SOW-M001 Clause no. 5.1 OVERALL SCOPE OF WORK Point no. 4 -"Suitable material handling equipment shall be provided with the compressor package inside the compressor shed for ease of maintenance."

6	Clause No. 5.2.1.10 Scope of Work Document No. P167-SOW-M001 Rev. TA	Pg 12 of 38	<b>Equipment specification:</b> It is preferred that the noise level from the gas compressor package (Driver+ Driver equipment +Auxilliary) shall not exceed 88 dBA when measured at 1m distance from the skid in any direction.	We hereby clarify that since the required compressors are reciprocating type, the noise level less than 88 dBA is not possible technically. However, in order to provide smooth operations throughout we will be providing ear plugs/mufflers.	Since compressor is coming near the residential area, contractor shall do suitable arrangement for 88 dBA when measured at 1m distance from the compressor shed in any direction.
7	Clause No. 5.4.e Scope of Work Document No. P167-SOW-M001 Rev. TA	Pg 14 of 38	<b>Piping:</b> Contractor shall carry out the dynamic and flexibility analysis of suction and discharge piping systems within battery limit and same to be submitted for OWNER/ EPMC's review. Contractor shall ensure that piping routing and supporting arrangement shall be such that no vibrations are produced in the proposed compressor & attached piping	We Propose that carrying out the dynamic and flexibility analysis may not be insisted. The provision of such clause increases delivery time and overall cost of the project. We shall be providing all necessary requirements as per good Industry/Engineering	Bidder shall refer and incorporate the requirement of API 11P/ISO 13631 for the pulsation in piping.
8	Clause No. 5.5.b Scope of Work Document No. P167-SOW-M001 Rev. TA	Pg 15 of 38	<b>Instrumentation:</b> Contractor shall ensure installation of dedicated control system for each compressor (Operational + Standby) for implementing its monitoring, controls, interlocks and shutdown parameters.	We propose to provide one number of Control systems for Compressor (Running) for implementing its monitoring, controls, interlocks and shutdown parameters. The provision of Control panel for standby compressor will require more lead time in mobilization as well as increase the cost.	The Bidder's Proposal is acceptable for 1 No. Controller. However, the Bidder shall provide 3 different Marshalling Cabinets for each compressor.
9	Clause No. 5.5.r Scope of Work Document No. P167-SOW-M001 Rev. TA	Pg 16 of 38	F&G PLC	We propose to provide common PLC for F&G as per industry practice for similar compressor plants. Please confirm.	Confirm.
10	Clause No. 5.3(b) Scope of Work Document No. P167-SOW-M001 Rev. TA	Pg 14 of 38	Required earthwork, leveling (Finished ground level), site grading shall be in Owner scope. However, if required for equipment installation, Contractor shall do suitable site grading or filling / plot development within battery limit at no cost to the Owner.	We understand that the AGCL will be providing earthwork, leveling and site grading above the maximum flood level (MFL) of the area with hardened surface. Please confirm.	AGCL shall provide the finished land upto the FGL, Contractor shall make necessary arrangement for his package.
11	Technical Volume II of II.	Entire Volume II of II	<b>Process Scope of Work:</b> (Document No. P167-SOW-T001 Rev.TA)  Process Design Basis: (Document No. P167-DEB-T001 Rev. TA)  Scope of work for Civil, Structural, & Architectural: (Document No. P167-SOW-C001 Rev.TA)  Scope of Work for Piping & other associated Utility: (Document No. P167-SOW-P001)  Piping Design Basis: (Document No. P167-DB-P001 Rev.TA)  Instrumentation Scope of Work: (Document No. P167-SOW-I001 Rev.TA)  Instrumentation and Control Design Basis: (Document No. P167-DEB-I001 Rev.TA)  Electrical Scope of Work: (Document No. P167-SOW-E001 Rev.TA)  Electrical Design Basis: (Document No. P167-DEB-E001 Rev.TA)	It is proposed that these standard specifications may not be insisted as this will require more lead time in mobilization as well as increase the cost. It is pertinent to mention that these standards are normally followed for compressor plant life of 25 Years or so.  We submit that contract is on BOO basis for duration of 3-5 years only. Contractor's standard procedure may be accepted.	Bidder's understanding is incorrect. Bidder to comply the requirements of the provided SCOPE of work & design basis. However contractor shall submit the required compressor documents for review & approval.
12	4.2 DELIVERY PERIOD	7	Contractor shall supply 03 No. of compressors (02 Working + 01 Standby) of capacity 0.25 MMSCMD each, 01 No. Compressor in 2 months & remaining 2 No. Compressor in next 04 months from the date of award of contract. All civil work for installation of Compressor shall be completed within 45 days of LOI	Delivery period of 04 months is very less to install such large capacity compressors. The manufacturing duration of a new compressor is not less than 6 months. Only bidders having old compressors in nearby location can meet this criteria. This is restricting participation of other qualified bidders. We request AGCL to amend the delivery period from 4 months to 6 months.	Tender conditions shall prevail.

13	8 BIDDER EVALUATION CRITERIA (BEC) 8.1 TECHNICAL CRITERIA: 8.1.3	9	In view of the urgency of the project, bidder shall provide the Details of offered equipment, its present location & mobilization time schedule of the offered equipment to reach the job site along with the bid.	It is not feasible for us to confirm the present location until the contract is awarded and finalised. The compressors are high capital investment equipments and can not be confirmed its supply prior to any confirmed contract.	Tender conditions shall prevail.
14	8 BIDDER EVALUATION CRITERIA (BEC) 8.1 TECHNICAL CRITERIA: 8.1.4	10	The compressor package {Compressor as well the prime mover} should have residual life not less than 7 years to 10 years and the suitability & wellness for operation purpose of compressor package should be certified by a Chartered Engineer (to be hired by the bidder).	Companies like ONGC asks certification from Compressors & Prime Movers OEMs/Packager or their service partner for residual life of the equipments since there are lot of technical data requirements to calculate the residual life. We request AGCL to incorporate the requirement of Residual Life Certification from OEM instead of Chartered Engineer.	The residual life certification shall be from OEM and certificate shall be attested by Chartered engineer with legal stamp.
15	Section 3, Remarks d), SOW, Technical Vol II of II	5 of 38, SOW	Compressor package configuration shall be as listed below: Number of Compressors 2 Working + 1 Standby Stand by compressor capacity 50% of gross working capacity i.e. 0.25 MMSCMD Gross working capacity is 0.5 MMSCMD	Bidder proposes the following Compressor Package configuration: Number of Compressors 1 Working + 1 Standby Stand by compressor capacity 100% of gross working capacity i.e. 0.5 MMSCMD Owner to please confirm if this is acceptable.	Tender conditions shall prevail.