



## UCH COMPRESSION PROJECT



Design Engineering, Procurement (Supply), Construction, Installation/Erection, Pre-Commissioning, Commissioning & Start-up (including performance testing and Reliability Guarantee Test) of Compression System at UCH Compression Project  
Tender Enquiry No. PROC-FC/CB/PROJ/UCH(COM)-4462/2019

Pre-Bid Clarification-45		
Item No.	Query	Response
1	<p>Please clarify the below.</p> <p>1. Regarding the marine insurance; and your Pre bid clarification # 6, item # 9 and Pre bid clarification # 19, item # 3 has conflict with the ITB document SOW page 57/114 clause k, and Instruction to Bidders, page 4/35 last para which read as below respectively:</p> <p>(Marine Insurance (from Port of loading to Project site) Custom Duties, Custom Clearance and Inland Transportation will be done by OGDCL, however, any demurrages or container detention charges/ penalties imposed by custom authorities due to discrepant or late receipt of Original shipping documents will be recovered from the EPCC Contractor)</p> <p>(OGDCL shall only arrange marine insurance from NICL on behalf of contractor for the imported goods from port of loading up to port of unloading and its expenditure shall be on part of the contractor and it shall be recovered on actual from any due payment or retention money in letter of credits or bank guarantees for the contractor.. The Contractor shall send declaration of shipment to the insurer (NICL) as advised by OGDCL and the Contractor shall be responsible for the consequences for not making such declaration to the insurer NICL in time).</p> <p>We understand that ITB SOW and Instruction to Bidders are entire conflict with the OGDCL clarifications. Please clarify and confirm the correct clauses to follow for Marine Insurance.</p>	<p>Responsibilities of bidder &amp; OGDCL are detailed in Sheet # 04 &amp; 05 of 35 in instruction to bidders which shall prevail and it has already been clarified/corrected in clarification # 06 dated 13-April-2020 and re clarified in clarification # 19 dated 07-May-2020 . Hence clearing any doubts which have been again raised by bidder at this stage. Page # 57 of SOW clause # k is a typing error.</p>

2	<p>1. Refer to Instruction to Bidders page , page 4/35</p> <p>(This contract will be awarded to the lowest evaluated bidder on lumpsum basis having two price components one in foreign and second in local currency in case of foreign bidder. The foreign bidder shall quote CFR price for goods to be imported, this price will only be for the purpose of establishment of imports irrevocable letter of credit (Consignee OGDCL) and shall also be the part of main central contract.). We understand that the CFR price is for the LC establishment purpose only by OGDCL in favor of the bidder for the imported materials and equipment. As per clause above if OGDCL is the consignee of the materials, the CFR value of such materials shall be the contract value of the materials as it will be used to pay the bidder via the LC by OGDCL. As there will be a difference between the bidder actual purchase price and the contract value of the same materials, as in this event the Customs duty, taxes etc of the imported materials will be calculated on top of the contract value.</p> <p>The said calculation of the items will never be able to be firm and final if the Consignee is OGDCL in the shipment. The custom duties and other import expenses etc cannot be calculated as it will be an ever changing number. Please confirm and amend the above clause to remove this contradiction.</p>	<p>Please note that responsibilities in case of local bidder or foreign bidder have been detailed Sheet # 04 &amp; 05 of 35 in instruction to bidders to has already been clarified/corrected in clarification # 06 dated 13-April-2020 and re clarified in clarification # 19 dated 07-May-2020</p>
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