

CIVIL WORKS FOR UNDERGROUND ROCK CAVERNS (PART-A and PART B) FOR STRATEGIC STORAGE OF CRUDE OIL PROJECT AT PADUR, KARNATAKA (INDIA) OF M/S ISPRL

PQ DOCUMENT NO. 6979/PQ-140/08-09/RKS/02

BIDDER'S QUERY

Sr. No.	Page No./ Clause No.	Subject	Bidder's Query	EIL/Owner's Reply
1.	Clause no. 3.1.2.1 of NIT	Consortium	The leader of the consortium shall meet the criteria indicated at clause 3.1.1.1. Any of the Member of the Consortium shall meet the criteria indicated at Clause 3.1.1.1.	Please follow the provisions of PQ booklet.
2.	Clause no. 3.2.2.2 of NIT	Consortium	The Leader as well as all the other members of the Consortium shall meet the financial criteria stipulated in 3.2.1.2 above. At least one of the Members of the Consortium shall meet the financial criteria stipulated at 3.2.1.2 above.	Please follow the provisions of PQ booklet.
3.		Participating Companies	Practically speaking, whether Chinese Companies would be allowed to participate.	There is no restriction such restriction stipulated in the PQ booklet.
4.		Bidding Process	Please consider and confirm that the Price Bid would be invited by the normal, well established, most – widely prevalent method and not by reverse auction method.	Please follow the provisions of PQ booklet.
5.		Bank Guarantee	Whether the Bank Guarantee for the Earnest Money can be given by either of the Partners.	Please follow the provisions of PQ booklet.
6.		Joint Venture	To enable submission of competitive bids, we are of the opinion that the resources of the Joint Venture Partners must be fully integrated. Since this is difficult to achieve in	Please follow the provisions of PQ booklet.

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			a Consortium, please approve the Qualification of integrated Joint Ventures also.	
7.		Consortium Agreement	<p>Please modify the clause given under model Consortium Agreement, as follows:</p> <p>a) Clause No.2: All payments must be issued in the name of the Joint Venture.</p> <p>b) Clause No.4: Since the provision for joint and several responsibilities would already be made in the JV Agreement, the provisions of clause no.4 should be deleted, since this is unnecessarily burdens the Second Partner.</p> <p>c) Clause No.5: For similar reasons as above, this clause should be deleted.</p>	<p>Please follow the provisions of PQ booklet.</p> <p>Please follow the provisions of PQ booklet.</p> <p>Please follow the provisions of PQ booklet.</p>
8.			<p>Since process of stamping of documents by the Indian Embassy, particularly for non-English speaking countries, is very elaborate and time consuming, we request you to dispense with such requirement. Else, such stamping may please be permitted at the time of tender submission.</p>	<p>Please follow the provisions of PQ booklet.</p>
9.			<p>Please clarify that whether an Incorporated Company and a partner of the Incorporated company can participate under two different identities.</p>	<p>In case the bidders are separate legal entities and meet the qualification criteria then they can apply separately and their bids would be evaluated independently, irrespective of ownership of such entities.</p>