

Selection and Employment of a Consultant to Conduct a Detailed Feasibility Study for the Development of the 61 Nos. of Storage Tanks, Related Area and Allied Facilities in the UTF (TPTL/RFP/22/01)

Answers for Clarifications

| Sl. No. | Section | Page No | Clause | Bidder's Query | Response from CLIENT |
|---------|--|---------|--|--|--|
| 1. | Instructions to Consultants Data sheet | 19 | 5.2 2. Key professional staff qualifications and competence for the assignment 2.4 Technical Expert- Oil & Gas 2.5 Technical Expert- Petrochemical | We are considering a profile of one technical expert for both the positions (for 2.4 and 2.5). Person proposed satisfies the requirements stated for both positions. Please advise if the evaluation committee specifically expect different experts for individual positions. If one person proposed for both positions, point allocation will be made for one position only (max of 5 - not 10)? We will state our reasons for proposing the same expert in 'TECH-3 - Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client' | Different individuals shall be proposed for each Key Professional Staff. Tender conditions will prevail. |
| 2 | Broad Scope of Work for creation of detailed feasibility report: | 40 | 3.26 Since the project pipeline from Trincomalee jetty to Upper tank farm will be crossing through Govt/Pvt. land and also have inhabitants in the adjoining area, hence, consultant has to submit the report on same and necessary clearance/action plan required for development of same. | Scope is not clearly defined. Please share more details on this point | The 61 Nos. storage tanks in Upper Tank Farm and the Trincomalee Jetty has to be connected via pipelines. The route between these two locations are consist with Govt. & Pvt Lands with populated areas. As such, laying of a new transfer pipeline has to be carried out after obtaining necessary approvals & clearance from the relevant government organizations and considering the socio factors. Hence the consultants are required to identify the potential stakeholders along the pipeline route and submit a report including the clearance to be required from government organizations and action plan to reduce the risk associated with it. |
| 3 | Payment Terms | 58 | 6.5 An advance payment not exceeding Twenty (20) percent of the Local Currency component shall be paid on the date of effectiveness, against the submission of an on-demand Bank guarantee issued by a commercial bank operating in Sri Lanka for the same amount. | We request the client to modify this to 20% of the total value. | Bidder's request is not accepted. Tender conditions will prevail. |

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| 4 | Limitation of Liability | - | No clause on Limitation of Liability | Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. Client may consider including the following language: "Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss." | Bidder's request is not accepted. Tender conditions will prevail. |
| 5 | Confidentiality Obligations | - | No right to disclose client name or project for citation / reference purposes | Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information. | Bidder's request is accepted subject to provisions given in sub-clause 3.3 of Section II General Conditions of Contract. |
| 6 | Insurance | 51 | 3.4 The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid. | We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm. | Bidders's request is accepted subject to submission of proof. |
| 7 | Cessation of Rights and Obligations | 49 | 2.7.3 Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law. | We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract | Bidder's request is not accepted. Tender conditions will prevail. |

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| 8 | Section 1. Invitation for Proposals | 2 | '...on a written request and payment of a non-refundable all inclusive fee of Rs. 2,000.00' | Please confirm that this payment is not compulsory and not be considered as a pre-requisite for the submission. We have received all communication irrespective of this payment. With submission deadline falling less than a week, we are not in a position to process the same at this point. If required, we can complete this payment post submission of the proposal on 23rd May 2022 | Bidder's request is not accepted. Tender conditions will prevail. Bidder shall make the payment and submit the receipt of the payment with the submission of the proposal. |
| 9 | Instructions to Consultants - Data sheet | 17 | 3.3 (b) Estimated Period of this contract is 02 Months from the date of receipt of the official Purchase Order to the selected consultant | We estimate this timeline to be inadequate for the complete delivery of the intended scope. Please provide an extended timeline for same. | Bidders's request is accepted. An extension of one (01) month is given for the estimated period of this contract. |
| 10 | Instructions to Consultants - Data sheet | 17 | Consultant must submit the following documents in two separate envelopes. a) Original and one (01) copy of Technical Proposal with one (01) softcopy b) Original and one (01) copy of Financial Proposal with one (01) softcopy | Given the prevailing situation of the country, our offices are operating on remote basis. And tight rules have been implemented for printing. In such conditions, we are not in a position to conduct physical submissions. Please make arrangements for a e-submission. | Bidders's request is accepted. Please refer the attached Instructions for Online Submission . |
| 11 | Instructions to Consultants - Data sheet | 19 | 5.6 For the conversions to Sri Lankan Rupees: The source of official selling rates is: Central Bank of Sri Lanka The date of exchange rates is: Proposal opening date | Foreign firm will be the lead entity of this assignment. Hence our financial bid will be in USD terms. | Bidder's comment is accepted. However, To facilitate evaluation & comparison of Bid all prices quoted in foreign currency will be converted to Sri Lankan Rupees at the Selling Exchange Rate published by the Central Bank of Sri Lanka on the proposal opening date. Tender conditions will prevail. |