

REPLIES TO PRE BID QUERIES -LOT 1 DATE 16.06.2021
NIT No. PNMM/PC-183/E/4008/NCB Dated 24.05.2021
INSTRUMENT AIR & PLANT AIR SYSTEM AT TALCHER, ODISHA (INDIA) FOR TALCHER FERTILIZERS LTD. (TFL)

PRE BID QUERIES-COMMERCIAL

| SL. NO. | REFERENCE OF BIDDING DOCUMENT | | | | BIDDER'S QUERY | OWENER'S REPLY |
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| | SEC. NO. | PAGE NO. | CLAUSE NO. | SUBJECT | | |
| 1 | SPECIAL CONDIITONS OF CONTRACT (SCC) | P-45 of 47 | Clause 20.0 | COMPLETION PERIOD: Completion period for the entire package shall be 15 (Fifteen) months from the date of issuance of FOA. | i) We understand that completion period means upto commissioning of the plant. Please confirm. ii) Considering the scope of work along with time cycle required for document approval and inspection procedure, it is not feasible to complete entire work in 15 months. Hence, you are requested to consider completion schedule as 18 months Our completion schedule of 18 months is based on the assumption that civil front shall be made available to us progressively between 8 to 10 months from order date . Please confirm. | Shall be as per NIT. PAC shall be considered as date of Completion. |
| 2 | SECTION-II , INVITATION FOR BID(IFB),APPENDI X-I | P-13 | | Format for Undertaking from TPIA | We understand that verification and certification of documents through TPIA pertaining to Technical Bid Evaluation Crieria (BEC) is not applicable for this tender. Considering present Covid scenario and in line with tender provision bidder needs to provide only self certification regarding authentication of technical BEC documents. . Please confirm. | Refer Appendix-I of Instruction to Bidders in this regard. |
| 3 | SPECIAL CONDIITONS OF CONTRACT (SCC) | Sheet 24 of 47 | 1.2.19.2 | CONTRACTOR shall provide engineers as required to commission the PLANT. CONTRACTOR shall be responsible to provide supervision personnel for operation of PLANT for a period of 2 months from date of successful commissioning and OWNER will operate the PLANT under the supervision and instructions of CONTRACTOR | Please provide the no of supervisors required during 2 months post commissioning supervision service . Please confirm and elaborate in detail about supervision scope and its terms and conditions. Whether bidder needs to provide round the clock supervision service during these 2 months? Whether Air fare charges ,accomodation ,local conveyance charges of our supervisors will be borne by Owner? Whether this supervision service is applicable on Sunday and Holiday also ? Kindly confirm above points. | No of supervisors required 4 per/days during 2 months post commissioning supervision service in three shift (one person per shift plus one supervisor in general shift) Air fare charges ,accomodation ,local conveyance charges of our supervisors will be borne by bidder Supervision service is also applicable on Sundays and holidays |

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| 4 | SPECIAL CONDIITONS OF CONTRACT (SCC) | Sheet 35 of 47 & 36 of 47 | 14.0 | <p>TERMS OF PAYMENT</p> <p>40% on prorata basis against proof of despatch of materials</p> <p>45% against receipt of material at site</p> <p>5% on issue of Mechanical Completion Certificate</p> <p>8% on issue of Preliminary Acceptance Certificate</p> <p>2% against contractor's certified final bill</p> | <p>We cannot execute this job as per this payment terms since there is no cash inflow at engineering and equipment ordering stage. As per this payment terms realization of first payment will take approx. 7-8 months . For flawless excution of this project cash inflow at project initial phase is required. Hence we propose to release payment as per below milestone :</p> <p>i) 5% against submission of PFD, P&ID and Equipment List</p> <p>ii) 10% against ordering of major equipment such as compressor, air dryer, HP vessel</p> <p>iii) 10% against receipt of raw materials at sub-vendor's works</p> <p>iv) 15 % on pro-rata basis against dispatch documents</p> <p>v) 45 % on pro-rata basis against receipt of material at site</p> <p>vi) 5% against Mechanical Completion Certificate</p> <p>vii) 8% against Preliminary Acceptance Certificate</p> <p>viii) 2% against contractor's certified final bill</p> | Under review. Amendment if required, shall be issued shortly. |
| 5 | SPECIAL CONDIITONS OF CONTRACT (SCC) | Sheet 36 of 47 | Clause 14.3.2, sl no. iv) | <p>TERMS OF PAYMENT</p> <p>iv) 5% (Five percent) as indicated in the approved Billing schedule on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).</p> | If mechanical completion of project is delayed for more than 6 months for reasons not attributable to Contractor such as non availability of utility then payments linked with it shall be released against submission of BG | PDIL/TFL shall ensure availability of Foundation and other required utilities for readiness of the system. |
| 6 | SPECIAL CONDIITONS OF CONTRACT (SCC) | Sheet 36 of 47 | Clause 14.3.2, sl no. v) | <p>TERMS OF PAYMENT</p> <p>v)8% (Eight percent) as indicated in the approved Billing schedule on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.</p> | In case COMMISSIONING & PGTR of a PLANT is delayed for more than 6 months from successful MECHANICAL COMPLETION of the PLANT due to reasons solely attributable to the OWNER, then payment linked with it shall be released against submission of BG. | As per NIT. In this case , provisions of deemed acceptance shall prevail |
| 7 | SPECIAL CONDIITONS OF CONTRACT (SCC) | Sheet 39 of 47 | Clause 16.0 | <p>DEEMED ACCEPTANCE</p> <p>In case COMMISSIONING & PGTR of a PLANT is delayed by 12 months from successful MECHANICAL COMPLETION of the PLANT due to reasons solely attributable to the OWNER, the PLANT shall be considered as DEEMED ACCEPTED with a DEFECT LIABILITY PERIOD of another 12 months from DEEMED ACCEPTANCE</p> | In case COMMISSIONING & PGTR of a PLANT is delayed for more than 6 months from successful MECHANICAL COMPLETION of the PLANT due to reasons solely attributable to the OWNER, the PLANT shall be considered as DEEMED ACCEPTED . In such case DEFECT LIABILITY PERIOD shall be 12 months from DEEMED ACCEPTANCE or 24 motnhs from the date of supply of last major equipment whichever is earlier. | No change. NIT clause prevails. |
| 8 | Standard Conditions of SCC, Part-I | P-5 | Clause 9.C | The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996 | Please confirm the applicale rate of BOCW cess which will be applied for this project. We also understand that BOCW Cess should be applicable on the site job only and not on Total Contract value. Pease confirm. | Bidder to include BOCW cess in their quoted LSTK price as per NIT provisions. |

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| 9 | [A] General | 32 | 37.2 | The successful Bidder/Contractor shall be required to execute 'Contract Agreement' in the prescribed format given in this Tender Document (Form F-11) on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of issuance of "Notification of Award i.e. Fax of Acceptance (FOA)" of the Tender by the successful Bidder/Contractor. Failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of Security Deposit and putting the bidder on watch list/holiday/ banning list (as per polices of TALCHER FERTILIZERS LIMITED in this regard). | We seek to revise the clause with the provision as underlined below: The successful Bidder/Contractor shall be required to execute 'Contract Agreement' in the prescribed format given in this Tender Document (Form F-11) on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of issuance of "Notification of Award i.e. Fax of Acceptance (FOA)" of the Tender by the successful Bidder/Contractor. Failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of Security Deposit and putting the bidder on watch list/holiday/ banning list (as per polices of TALCHER FERTILIZERS LIMITED in this regard) <u>except for the delays that are caused due to reasons beyond the reasonable control of the Contractor.</u> | No change. NIT clause prevails. |
| 10 | [A] General | 36 | 45(2.1 and 2.2) | 2.1 On invocation of the Arbitration clause by either party, TFL shall.....by the fee Schedule of 'Delhi International Arbitration Centre'. 2.2 If a dispute arises out of or in connection.....at the time of invocation of dispute shall remain unchanged. | We seek to delete and replace the clauses with the provision as stated in below: On invocation of arbitration by either party, the dispute be submitted to, and be settled by arbitration of a sole arbitrator mutually appointed by the parties, and if there is no concurrence on the appointment of a sole arbitrator then by 3 (three) arbitrators, each party appointing one arbitrator and the two arbitrators shall jointly appoint the third arbitrator in accordance with the Arbitration and Conciliation Act, 1996 or any other statute as may be in force for the time being. | No change. NIT clause prevails. |
| 11 | [A] General | 36 & 37 | 45(2.6, sl c) | List of Excepted matters: c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/TFL has been made final and binding in terms of the Contract. | We seek deletion of the provision marked in sl no. c) | No change. NIT clause prevails. |
| 12 | F-14 | 99 | Section 3 part 2 | It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE | We seek addition of the provision as underlined below: It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and <u>upon termination</u> the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE. <u>However, the CONTRACTOR may suspend execution of the Work if any amount due to the CONTRACTOR is unpaid on the due date.</u> | No change. NIT clause prevails. |

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| 13 | F-14 | 99 | Section 3 part 3 | The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. | We seek addition of the provision as underlined below: The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and <u>upon termination of the CONTRACT</u> the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. | No change. NIT clause prevails. |
| 14 | Section 4 GCC | Sheet 15 of 75 | Clasue 6.1 | CONTRACT PRICE shall be inclusive of any and all Indian Income Tax payable in India. OWNER shall deduct Indian Income Tax as per rates prescribed for such contracts from time to time, from the payments due to CONTRACTOR and issue Tax Deducted at Source (TDS) certificate to CONTRACTOR. It will the responsibility of the CONTRACTOR to file proper income tax return and pay taxes thereon if any, or claim refund thereof if any. The CONTRACTOR shall give OWNER all necessary documents relating to its income tax assessments and to keep the OWNER informed about their assessments. | We seek deletion of the provision as marked below in strikethrough CONTRACT PRICE shall be inclusive of any and all Indian Income Tax payable in India. OWNER shall deduct Indian Income Tax as per rates prescribed for such contracts from time to time, from the payments due to CONTRACTOR and issue Tax Deducted at Source (TDS) certificate to CONTRACTOR. It will the responsibility of the CONTRACTOR to file proper income tax return and pay taxes thereon if any, or claim refund thereof if any. The CONTRACTOR shall give OWNER all necessary documents relating to its income tax assessments and to keep the OWNER informed about their assessments. | No change. NIT clause prevails. |
| 15 | Section 4 GCC | Sheet 15 of 75 | Clause 6.2 | Personal income tax payable, if any, in respect of salary and perquisites of CONTRACTOR's personnel / SUB-CONTRACTOR's personnel in India shall be payable by the individual so deputed by CONTRACTOR or SUB-CONTRACTOR. It is the responsibility of the individual or CONTRACTOR to file proper income tax return and pay taxes thereon if any, or claim refund thereof if any. The CONTRACTOR shall give OWNER all necessary documents relating to income tax assessments of its personnel and to keep the OWNER informed about their assessments. | We seek deletion of the provision as marked below in strikethrough Personal income tax payable, if any, in respect of salary and perquisites of CONTRACTOR's personnel / SUB-CONTRACTOR's personnel in India shall be payable by the individual so deputed by CONTRACTOR or SUB-CONTRACTOR. It is the responsibility of the individual or CONTRACTOR to file proper income tax return and pay taxes thereon if any, or claim refund thereof if any. The CONTRACTOR shall give OWNER all necessary documents relating to income tax assessments of its personnel and to keep the OWNER informed about their assessments. | No change. NIT clause prevails. |
| 16 | Section 4 GCC | Sheet 17 of 75 | Clasue 7.2 | INDEMNITIES | We seek to add the provision as mentioned below: The Owner hereby agrees to indemnify, defend and hold harmless the Contractor, from against any and all injuries, claims, damages, liabilities, losses, fines, penalties, demands, causes of action, suits, costs or expenses, including, but not limited to, attorneys' and professional fees and court costs, arising out of, relating to or resulting from (i) any breach by the Owner of any of the terms and conditions of this Contract; and (ii) any breach by Owner of any provision of applicable law with regard to the terms of this Contract. | Not acceptable. |
| 17 | Section 4 GCC | Sheet 18 of 75 | Para 2 of Clause 8.2 | The CPS shall be retained by OWNER during the currency of CONTRACT as indicated.....This CPS shall be refunded 3 months after expiry of Defect Liability Period. It shall be lawful for OWNER if any differences or dispute is likely to arise to defer payment of the CPS or any portion thereof which may be due for release until such differences and dispute has been finally settled or adjusted. CPS amount shall not bear any interest. | We seek to revise the clause as mentioned below: The CPS shall be retained by OWNER during the currency of CONTRACT as indicated This CPS shall be refunded 3 months after expiry of Defect Liability Period. It shall be lawful for OWNER if any differences or dispute is likely to arise pending to defer payment of the CPS or any portion thereof which may be due for release until such differences and dispute has been finally settled or adjusted. CPS amount shall not bear any interest. | No change. NIT clause prevails. |

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| 18 | Section 4 GCC | Sheet 26 of 75 | Para 2 of Clause 17.0 | The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his offer. Any error in description of quantity or omission there from shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. CONTRACTOR is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to..... to his liability of payment of Government Taxes, Customs duty and other charges, levies etc. | We seek deletion of the provision as indicated below in strikethrough The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his offer. Any error in description of quantity or omission there from shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. CONTRACTOR is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to..... to his liability of payment of Government Taxes, Customs duty and other charges, levies etc. | No change. NIT clause prevails. |
| 19 | Section 4 GCC | sheet of 37 of 75 | Para 2 of section 34.4.1 | The OWNER may also take possession of and permit such person or persons to use for the purposes of the CONTRACT only such materials, tools and equipment and all other things on or about the SITE which are the property of the CONTRACTOR as are requisite and necessary for such further execution and completion, and the CONTRACTOR shall have no right to any compensation or allowance in respect thereof. | We seek to add the provision marked in underlined The OWNER may also take possession of and permit such person or persons to use for the purposes of the CONTRACT only such materials, tools and equipment and all other things on or about the SITE which are the property of the CONTRACTOR as are requisite and necessary for such further execution and completion, and the CONTRACTOR shall have no right to any compensation or allowance in respect thereof <u>provided such person or persons uses such materials, tools and equipments as per the directions of the CONTRACTOR. If any damage is caused due to such non compliance then the OWNER shall indemnify the CONTRACTOR for the same.</u> | No change. NIT clause prevails. |
| 20 | Section 4 GCC | sheet 41 of 75 | section 35.1 | FORCE MAJEURE CONDITIONS FOR FORCE MAJEURE: In the event of either party being renderedby the respective parties. The term "Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government.....then stand extended by the period for which such conditions lasts.. | We seek to add the provision as underlined below: FORCE MAJEURE CONDITIONS FOR FORCE MAJEURE: In the event of either party being rendered..... by the respective parties. The term "Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, <u>epidemic, pandemic</u> , civil commotions and acts and regulations of respective Government..... then stand extended by the period for which such conditions lasts. | NIT clause prevails. Covid 19 pandemic is covered under Government acts and regulations. |
| 21 | Section 4 GCC | Sheet 42 of 75 | Section 35.7 | Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate.....already performed will be paid by OWNER on such termination. Contractor shall have the right.....Contractor's equipment and personnel from the Plant. | We seek to add the provision as indicated below: The OWNER herein agrees that its payment obligation under the CONTRACT shall not be suspended during the event of Force Majeure. | No change. NIT clause prevails. |

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| 22 | Section 4 GCC | Sheet 45/46 of 75 | Section 47.0 (ii) | SUSPENSION OF WORKS In case of suspensions of entire WORK, ordered in writing by ENGINEER-INCHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT. | We seek to add the provision as indicated below in underlined In case of suspensions of entire WORK, ordered in writing by ENGINEER-INCHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT <u>and in accordance with Clause 34.7.4.</u> | No change. NIT clause prevails. |
| 23 | Section 4 GCC | sheet 68 of 75 | Section 75.1.1 | Non-disclosure Each party agrees to hold.....shall not apply to: i) Information furnished without restriction by the other Party prior to the date hereof ii) Information in the public domain; or iii) Information obtained by a Party from a third Person not under obligation of nondisclosure to the other party. (iv) Information required to be disclosed in pursuance of an order, judgement, decre of the Court, Tribunal or Statutory Authority. | We seek to add the provision as mentioned below: (v)Information independently developed by the Receiving Party without breach of any obligation owed under this Contract; or (vi)Information that is approved in writing for disclosure by the Disclosing Party. | No change. NIT clause prevails. |
| 24 | Section 4 of GCC | Sheet 70 and 71 of 75 | Section 81 | Land for Contractor's Field Office, Godown and Workshop: The OWNER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements,the ENGINEER-INCHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose-off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith.....written permission from ENGINEER-IN-CHARGE. | We seek to add the provision as underlined below: The OWNER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE. On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements <u>after giving thirty days written notice</u> , the ENGINEER-IN CHARGE may at the expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose-off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwithwritten permission from ENGINEER-IN-CHARGE. | No change. NIT clause prevails. |
| 25 | Section 4 of GCC | Sheet 75 of 75 | Clause 92.0 (2) | The OWNER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK. | We seek deletion of this clause | No change. NIT clause prevails. |
| 26 | Section V of SCC | Sheet 14 of 47 | Clause 1.2.8.10.4.1 | In case of all EQUIPMENTS/MATERIALS, the title of Ownership shall pass on to OWNER on PRELIMINARY ACCEPTANCE of Plant. However, the OWNER shall have Lien on all EQUIPMENTS/MATERIALS including those brought by the Contractor for the purpose of Erection, testing and commissioning of the WORK. However, in case of Termination of Contract the Transfer of Title shall pass automatically to OWNER. | We seek to add the provision as indicated below in underlined In case of all EQUIPMENTS/MATERIALS, the title of Ownership shall pass on to OWNER on PRELIMINARY ACCEPTANCE of Plant. However, the OWNER shall have Lien on all EQUIPMENTS/MATERIALS including those brought by the Contractor for the purpose of Erection, testing and commissioning of the WORK. However, in case of Termination of Contract the Transfer of Title shall pass automatically to OWNER <u>upon the OWNER discharging all its payment obligations under the CONTRACT.</u> | No change. NIT clause prevails. |

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| 27 | Section V of SCC | Sheet 17 of 47 | Clause 1.2.10.1.2 | The warranty period for the EQUIPMENT supplied by CONTRACTOR shall be valid for minimum 12 months for all EQUIPMENT from the date of PRELIMINARY ACCEPTANCE. | We seek to add the provision as indicated below in underlined The warranty period for the EQUIPMENT supplied by CONTRACTOR shall be valid for minimum 12 months for all EQUIPMENT from the date of <u>PRELIMINARY ACCEPTANCE or 24 months from the date of receipt of main Equipment at site if erection, testing and comissioning of the Work is delayed for reasons attributable to the Owner.</u> | No change. NIT clause prevails. |
| 28 | Section V of SCC | Sheet 35 of 47 | Clause 13.3 | In case of delayed completion beyond the COMPLETION PERIOD, even though extension of completion time is allowed by OWNER, for reasons solely attributable to Contractor, all extra costs on account of changes of statutory regulations/ acts, or shall not apply to the Contract price and shall be borne by the CONTRACTOR. However, any decrease in taxes and duties during the delayed period shall be passed on to the OWNER. In case the COMPLETION PERIOD is extended for reasons solely attributable to OWNER, then any increase on account of statutory changes in GST until the extended period shall be borne by OWNER. Further, any new taxes, duties, cess, levies notified or imposed after the submission of Price Bid during such extended COMPLETION PERIOD shall be to OWNER's Account. | We seek to revise the clause as mentioned below: In case of delayed completion beyond the COMPLETION PERIOD, even though extension of completion time is allowed by OWNER, is extended for reasons solely attributable to Contractor, then any increase on account of statutory changes in GST until the extended period all extra costs on account of changes of statutory regulations/ acts, or shall not apply to the Contract price and shall be borne by the CONTRACTOR. Further, any new taxes, duties, cess, levies notified or imposed after the submission of Price Bid during such extended COMPLETION PERIOD shall be to OWNER's Account. In case the COMPLETION PERIOD is extended for reasons solely attributable to OWNER, then any increase on account of statutory changes in GST until the extended period shall be borne by OWNER. Further, any new taxes, duties, cess, levies notified or imposed after the submission of Price Bid during such extended COMPLETION PERIOD shall be to OWNER's Account. | under review. Amendment if required, shall be issued shortly. |
| 29 | Section V of SCC | Sheet 46 of 47 | Clause 22.2 | Except for criminal negligence or wilful misconduct, the Contractor shall not be liable to the Owner, whether in contract, tort, or otherwise, or any indirect or consequential loss or damage, loss of use, loss of production, or loss of profit or interest cost, provided that this exclusion shall not apply to any obligation of the Contactor to pay liabilities to the Owner, as defined in clause 22.1 above. | We seek deletion of the provsion as mentioned below: Except for criminal negligence or wilful misconduct, the Contractor shall not be liable to the Owner, whether in contract, tort, or otherwise, or any indirect or consequential loss or damage, loss of use, loss of production, or loss of profit or interest cost, provided that this exclusion shall not apply to any obligation of the Contactor to pay liabilities to the Owner, as defined in clause 22.1 above. | No change. NIT clause prevails. |

| S. no | Document number | Document Title | Page No. | Clause # | Clause as per Bid document | CLARIFICATION | PDIL/TFL reply |
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| 30 | INVITATION FOR BID (IFB) | SECTION-II BID EVALUATION CRITERIA | 13 | 1.1 | Technical criteria: The bidder should possess experience of having successfully completed One "Similar work" during the last Seven (07) years reckoned from the bid opening date. | Please advise if the PO date would be older than 7 years but completion date would be within 7 years from bid opening date is acceptable | Bidder's understanding is correct. If completion date is within 7 years from the date of bid opening, the same is acceptable. |
| 31 | INVITATION FOR BID (IFB) | SECTION-II BID EVALUATION CRITERIA | 13 | 1.2 | Technical criteria: "Similar Work" means Design Engineering, Supply, Installation and Testing & Commissioning of at least One Instrument Air & Plant Air System | Please advise whether Similar work should also meet design criteria API 672 for meeting technical criteria or Non API machine can also be furnished for this criteria. | As per API 672 |
| 32 | INVITATION FOR BID (IFB) | SECTION-II BID EVALUATION CRITERIA | 17 | B. | NPV OF TOTAL WORKS COST: Total works Cost loading for entire System (to be considered in evaluation) shall be derived by summing up all the separate Works Cost Loading values for entire system | The work Cost loading is done on actual basis and MAD for failing to meet the Work Cost guarantee is limited to 5% only. Hence we strongly recommend to Cap the Work cost loading to 5% in order to get appropriate machine and would give the correct essence in furnishing the Gurantee work cost. | No change. NIT clause prevails. |
| 33 | GENERAL CONDITIONS OF CONTRACT | PC-183/E-4008/P-I/S-IV | 31 of 75 | 28 | Insurance: CONTRACTOR shall take in the joint name of CONTRACTOR and OWNER comprehensive transit insurance for imported and indigenous goods. Transit-cum- Storage-Erection insurance or its equivalents and third party liability insurance policies shall be taken with reputed underwriters to cover ALL RISK whatsoever during the whole period starting with dispatch of GOODS from CONTRACTOR's warehouses/ Exworks in foreign country to CIF port of shipment for imported GOODS and EXW at Contractor's works for indigenous GOODS and shall further cover for performing services in India for transportation, loading, unloading, assembly, erection, testing COMMISSIONING of PLANT till care and custody is transferred to OWNER | Since this a FOR supply contract, Hence Insurance shall on the contractor's name only which is open policy "Marine Cargo Insurance and Third Party Liability Insurance" and covers all the liabilities mentioned in the clause. No separate Insurance policy shall be provided in the joint name. Storage is not in Contractor's scope. It has to be done by | This being LSTK contract, comprehensive Insurance till handing over of the commissioned plant is bidder's responsibility. Storage is also in the scope of Contractor. |
| | | | 31 of 75 | 27.5 | The CONTRACTOR shall be solely responsible for proper storage and preservation of all equipments & machineries etc. | Storage at site shall be done by Purchaser as the material will be under TFL's premises. It cant be done by supplier | No change. NIT clause prevails. |
| | | | 41 of 75 | 35 | FORCE MAJEURE | Pandemic and Epidemic to be considered as Force Majeure | Covid 19 pandemic is covered under Government acts and regulations. |
| 34 | SPECIAL CONDITIONS OF CONTRACT | PC183/E-4008/P-I/S-V | 15 of 47 | 1.2.9.3 | Special Maintenance Tools | It is not required so it would not be applicable | NIT clause prevails. Bidder to provide as required. |
| | | | 15 of 47 | 1.2.9.5 | Special Tools & Tackles | It is not required so it would not be applicable | NIT clause prevails. Bidder to provide as required. |
| | | | 16 of 47 | 1.2.10.1.2 | The warranty period for the EQUIPMENT supplied by CONTRACTOR shall be valid for minimum 12 months for all EQUIPMENT from the date of PRELIMINARY ACCEPTANCE | warranty period for the equipment supplied would be 12 months for all equipment from the date of Commissioning or 18 months from date of Supply whichever is earlier. | No change. NIT clause prevails. |
| | | | 17 of 47 | 1.2.10.1.6 | EQUIPMENT or part thereof so repaired or replaced shall have further warranty for a period of 12 months from the date of its acceptance after repair/replacement and the Contract Performance Security shall be suitably extended for the same. DEFECTS LIABILITY PERIOD shall have an upper limit of 24 months for extended DEFECTS LIABILITY PERIOD, starting from the PRELIMINARY ACCEPTANCE | warranty period for the equipment supplied would be 12 months for all equipment from the date of Commissioning or 18 months from date of Supply whichever is earlier. | No change. NIT clause prevails. |
| | | | 20 of 47 | 1.2.14.2 | OWNER shall provide area at SITE for making shed/covered stores etc. for storing EQUIPMENT. CONTRACTOR shall be responsible for making shed/covered stores etc. for safe storage of EQUIPMENT. | Storage at site shall be done by Purchaser as the material will be under TFL's premises. It cant be done by supplier | No change. NIT clause prevails. |
| | | | 30 of 47 | 2.8 | Site Facilities: Land for Construction Activities | Any type of Civil work is not in supplier scope. Storage at site shall be done by Purchaser as the material will be under TFL's premises. It cant be done by supplier | No change. NIT clause prevails. |
| | | | 35 OF 47 | 14.3.2 | TERMS OF PAYMENT | 10% Advance Payment on issuance of Order, 40 % on pro-rata basis as indicated in the approved Billing AGAINST PROOF OF SHIPMENT / DESPATCH OF MATERIALS 45% AGAINST RECEIPT OF MATERIAL AT SITE. If the certification by Owner gets delayed beyond 7 days, the payment has to be released 5% after commissioning or within 60 days from the date of disptach if the commissioning is delayed for reasons not attributable to supplier. | Under review. Amendment if required, shall be issued shortly. |
| | | | 36 OF 47 | 14.3.3 | FOR SERVICES (including transportation, insurance, installation Erection & Commissioning) | 95% (Eighty Five Percent) of the Services Price component shall be paid on pro-rata basis against progress of Service duly certified by the Owner for the quantum of work completed and field quality billed as per the approved Billing Schedule/monthly progress report. 5% (Five percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s). | No change. NIT clause prevails. |

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| 37 of 47 | 14.5 | Payment Methodology: CONTRACTOR shall enclose all documents as per check list issued by PMC/OWNER. After receipt of complete RA Bill as per terms and conditions of the contract and duly certified by Engineer-in-Charge (EIC) / PMC, on-account payment equivalent to seventy percent (70%) of the net payable certified amount of the RA Bill will be released to the Contractor within a period of seven (07) working days from submission of certified bill by PMC to TFL. | Why 70% of the net payable amount will be paid in place of 100%. Payment has to be done as per agreed Payment terms only. | No change. NIT clause prevails. |
| 37 of 47 | 15 | BILLING SCHEDULE: a. Total of Supplies (excluding Spares , Chemicals, Lubricants) | The Billing Break up for supplies will be further split for various major equipment during detailed engineer which is part of scope for ease of shipment. Total of supplies cant be shipped in Single Lot | Bidder's understanding is correct. |
| 38 of 47 | 15. Note | Note: 5. The Civil & Structural Works shall include but not limited to the Price of Piling, Equipment Foundation, Buildings, Structural Works, etc. | The civil & structural Works are not in scope of supply | Confirmed |
| | | DEEMED ACCEPTANCE: In case COMMISSIONING & PGTR of a PLANT is delayed by 12 months from successful MECHANICAL COMPLETION of the PLANT due to reasons solely attributable to the OWNER, the PLANT shall be considered as DEEMED ACCEPTED with a DEFECT LIABILITY PERIOD of another 12 months from DEEMED ACCEPTANCE. | DEEMED ACCEPTANCE: In case COMMISSIONING & PGTR of a PLANT is delayed by 3 months from dispatch due to reasons solely attributable to the OWNER, the PLANT shall be considered as DEEMED ACCEPTED with a DEFECT LIABILITY PERIOD of another 6 months from DEEMED ACCEPTANCE. | No change. NIT clause prevails. |
| | | In case of DEEMED ACCEPTANCE, a reasonable cost for conductance of Performance Guarantee Tests shall be worked out mutually and shall be retained by OWNER. Payment against PRELIMINARY ACCEPTANCE, less the aforesaid retention amount shall be released upon DEEMED ACCEPTANCE of the PLANT. The CONTRACT PERFORMANCE SECURITY shall be extended by the CONTRACTOR so as to ensure validity of three (03) months beyond the date of completion of DEFECT LIABILITY PERIOD. | All payment has to be released is there is any delay for reasons not attributable to supplier. Contract performance security shall not be extended any further as it is not attributable to supplier | No change. NIT clause prevails. |
| 40 of 47 | 17 | DEFECT LIABILITY PERIOD AND LIABILITY FOR DEFECT | warranty period for the equipment supplied would be 12 months for all equipment from the date of Commissioning or 18 months from date of Supply whichever is earlier. | No change. NIT clause prevails. |
| 42 of 47 | 18.4 | If PGTR fails due to any reason, CONTRACTOR has to make necessary adjustments and modifications and take all remedial measures at his own cost and demonstrate PGTR | If PGTR fails for reasons solely attributable to supplier only will be considered. Any reason cant be accepted | No change. NIT clause prevails. |
| 43 of 47 | 19 | FINAL ACCEPTANCE CERTIFICATE | Final Acceptance will be after commissioning of the equipment | No change. NIT clause prevails. |