

**LSTK-3: AMMONIA SYNTHESIS UNIT**  
**(NIT NO.: PNMM/PC288/E/002)**  
**Pre Bid Clarification: SET-11, Part 1 of 2 (Commercial)**

QU ARY NO.	Section	Page No	Clause	Subject	BIDDER'S QUARY/Deviation	Owner's/PDIL's Reply (25-02-2025)
1.	P-I/2.0 GCC	37 OF 96	28.1. 2	Insurance	Considering the work will be executed under EPC-LSTK mode, Bidder requests Owner/PMC to consider modification proposed as below;  "Contractor shall ensure that in addition to "Erection All risk policy", the coverage in respect of workmen compensation, ESI/Health Insurance, <del>Professional Indemnity (with the amount of minimum excess)</del> has been appropriately taken."	As per NIT
2.	P-I/2.0 GCC	39 OF 96	28.9	Insurance	Bidder requests Owner/PMC to consider modification proposed as below;  "Irrespective of single or separate insurances, the CONTRACTOR shall take the same in the joint name of OWNER and CONTRACTOR, with <del>OWNER</del> <u>CONTRACTOR</u> as Primary Beneficiary and <del>CONTRACTOR</del> <u>OWNER</u> as Joint Beneficiary, to cover all risk including marine cum erection insurance (MCE), <del>workmen compensation / Employees State Insurance (ESI) under ESI Act 1948 for Contractor's personnel</del> , fire risk policy etc. till handing over of PLANT to OWNER duly commissioned and tested. However, for CONTRACTOR's EQUIPMENT, CONTRACTOR can be the sole beneficiary."	As per NIT
3.	P-I/2.0 GCC	37 OF 96	28.1	Insurance	Bidder requests Owner/PMC to consider modification proposed as below;  "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/ Ex works 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 <u>PERFORMANCE GUARANTEE TEST is completed</u> <del>care and custody is transferred to OWNER.</del>	Shall be replied later
4.	Part I / Annx-1.9			Form of Contract Agreement	As license is owned and controlled by Licensor, Bidder wishes to provide with Licensor's conditions to be included in the FORM OF CONTRACT AGREEMENT and accordingly incorporated into this form.	As per NIT

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5.	Part I/3.0 SCC	4 of 53	1.1.5	General Responsibility	<p>Bidder requests Owner/PMC to consider modification proposed as below;</p> <p>"The CONTRACTOR shall be responsible for obtaining necessary approvals which are to be issued in the CONTRACTOR'S name from the various statutory authorities. All approvals/ permissions <u>which are to be issued in the OWNER'S name</u> from the various statutory authorities <del>other than</del> <u>in addition to</u> Environment Clearance and Consent to Establish/Operate shall be obtained by the <del>CONTRACTOR</del> <b>OWNER</b>. <del>However, all the required information, in the prescribed formats, if any, shall be provided by the contractor.</del>"</p>	As per NIT
6.	SP-1 Part IV			Taxes & Duties	<p>Considering that the Contract price will be in multi-currency, Bidder requests Owner/PMC to allow Bidders to quote Customs Duty and GST component pertaining to the foreign supplies &amp; services in respective "Foreign Currencies" instead of INR. However payment of such Customs Duty and GST component shall be made in equivalent INR.</p> <p>Accordingly, pls. amend the price schedule Part IV of SP 1.</p>	As per NIT
7.	P-I/2.0 GCC	36 OF 96	26.1	Taxes, Permits & Licences	<p>Bidder requests Owner/PMC to consider modification proposed as below;</p> <p>"26.1 The CONTRACTOR shall be liable <del>and pay for</del> all taxes, duties, levies, lawfully assessed against <del>the OWNER or</del> the CONTRACTOR in pursuance of the <b>CONTRACT</b>."</p>	As per NIT
8.	Part I/3.0 SCC	40 of 53	14.6	Payment of customs duties:	<p>Bidder requests Owner/PMC to consider modification proposed as below;</p> <p>"Owner now agrees to make payment of <u>basic</u> customs duty <u>(BCD)&amp; Social Welfare Surcharge (SWS) with applicable GST on CONTRACTOR'S Invoice value</u> within one month of submission of documentary evidence towards payment of customs duty along with all relevant supporting documents specified in ITB. <del>However such payment will be restricted to only one payment per month subject to monthly cash flow submitted by Bidder.</del>"</p>	As per NIT

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9.	P-I/1.0 ITB	18 of 37	19.14 iii	Customs Duty	Bidder requests Owner/PMC to consider modification proposed as below;  "iii. Statutory variation in rate of Customs duty shall be paid <del>Customs duty shall be paid</del> to the CONTRACTOR as per <del>existing NIT</del> <u>clause 13 of SCC.</u> "	Shall be replied later
10.	P-I/1.0 ITB	15 of 37	19.5 v	BOCW Cess	a) Bidder requests Owner/PMC to confirm applicability of BOCW Cess @ 1% of price of Part II, SL NO 4 INSTALLATION /ERECTION SERVICES + CIVIL & STRUCTURAL WORKS of Part III only. In case of applicability of BOCW cess on balance portion the same shall be to Owner's account. Pls confirm. b) Also Owner shall not deduct any amount from the Contractor's Bill/Invoice towards BOCW Cess. Pls confirm.	This being a LSTK contract, Bidder to consider all the taxes & duties as per prevailing guidelines.
11.	Part I/3.0 SCC	33 of 53	13.1	Statutory Variation In Taxes And Duties	Bidder requests Owner/PMC to consider modification proposed as below;  "No variation on account of taxes and duties, statutory or otherwise, shall be payable by OWNER to CONTRACTOR except for GST, <u>BOCW Cess</u> and <u>basic</u> custom duty with applicable Cess/Surcharge. However, any statutory variation, <u>seven (7) days prior to price bid submission</u> for GST, <u>BOCW cess</u> and <u>basic</u> Custom Duty with applicable Cess/Surcharge shall be payable <del>up to the</del> <u>GUARANTEED COMPLETION DATE</u> against documentary evidence."	Shall be replied later
12.	Part I/3.0 SCC	33 of 53	13.2	Statutory Variation In Taxes And Duties	Bidder requests Owner/PMC to consider modification proposed as below;  "Any new taxes, duties, cess, levies notified or imposed <del>after</del> <u>seven (7) days prior to</u> the submission of Price Bid <del>but before</del> <u>GUARANTEED the COMPLETION DATE</u> shall be to OWNER's Account."	Shall be replied later