REPLIES TO PRE BID QUERIES LOT-11 Dated 12.06.2026
NIT No: PNMM/PC-217/E/001 dated 10.10.2025
COAL GASIFICATION PLANT FOR GENERATING SYNTHETIC NATURAL GAS (SNG) AT BARDHAMAN

	NIT Part	Section	Page No.	Clause No.	NIT Specification	TKIL Query	PDIL/OWNER's Reply
1	Corrigendum - 9 Dated 16.04.2026		1 of 43	1 4.2 MOBILISATION ADVANCE	14.2 MOBILISATION ADVANCE (MA) On request of the CONTRACTOR, the CONTRACTOR shall be paid an interest bearing free recoverable Mobilisation Advance equivalent to 10% (Ten percent) of the CONTRACT PRICE divided into two parts, namely 10% (Ten percent) of the Foreign Currency portion comprised in the Lumpsum price and 10% (Ten percent) of the Indian Rupees portion comprised in the Lumpsum price. The interest rate shall be at Marginal cost of fund based landing rate (MCLR) for Six Month charged by SBI (applicable on the date of disbursement of Mobilization Advance) plus 2.0% per annum on reducing balance basis. The Mobilization Advance shall be paid in two installments. The first installment of advance shall be maximum 50% of the Mobilization Advance and will be disbursed on submission of 110% BG and Proforma Invoice for the corresponding amount. Further, the disbursal of second installment of balance amount can be made at the end of any time after 3 months from the first installment and will be disbursed on submission of 110% BG and Proforma Invoice for the corresponding amount subject to submission of Certificate of full utilization of first installment Certificate of utilization shall be submitted supported by proof of the cash outflow towards the project. General Note: Wherever interest bearing Mobilization Advance is mentioned in the NIT, the same shall be read as interest free Mobilization Advance.	As per Corrigendum IX we understand that 10% advance is being provide to the bidder. In view of the above, bidder requests Client/PDIL to share the revised payment terms for supply, civil, erection and commissioning along with the percentages	Please refer Sl. No. 38 of Reply To PreBid Query Lot 10
2	Commercial NIT	Section – 2.0 General conditions of contract	242 of 373	8.0 CONTRACT SECURITY CUM PERFORMANCE BANK GUARANTEE (CS cum PBG)		In Case of Bank Guarantee's (BG) like Contract Security cum Performance Bank Guarantee, Advance Bank Guarantee and EMD can the bidder issue Bank Guarantee from multiple banks, since the BG value will be at higher side. We request PDIL/Client to kindly accept our proposal.	The conditons for CS cum PBG shall remain as per NIT
3	Commercial NIT	Section-II Bid evaluation criteria & Evaluation methodology	28 of 373	Appendix-A2 to Section II Guarantee by the foreign based supporting company/ guarantor		In case of domestic bidder going in consortium with Technology Licenser, does the Technology Licenser need to submit Appendix-A2 to Section II Guarantee by the foreign based supporting company/ guarantor form.	This is applicable in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa
4	Commercial NIT	Section-II Bid evaluation criteria & Evaluation methodology	31 of 373	Appendix-A2A to Section II Certificate issued by company secretary of the guarantor company		In case of domestic bidder going in consortium with Technology Licenser, does the Technology Licenser need to submit Appendix-A2A to Section II Certificate issued by company secretary of the guarantor company form.	This is applicable in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa
5	Commercial NIT	Forms & format	196 of 373	F-17A Undertaking for no business connection in India Format of declaration by the seller that the seller does not have a business connection in India		In case of domestic bidder going in consortium with Technology Licenser, does the Technology Licenser has to submit F-17A form or domestic bidder has to submit it.	Applicable for all members of the consortium
6	Commercial NIT	Forms & format	197 of 373	F-17B Undertaking for NO PE in India Format of declaration by the seller that the seller does not have a permanent establishment (PE) in India		In case of domestic bidder going in consortium with Technology Licenser, does the Technology Licenser has to submit F-17B form or domestic bidder has to submit it.	Applicable for all members of the consortium

7	Commercial NIT	Forms & format	198 of 373	F-17C [For entities Located in Country or specified territories with which India has DTAA] (This Form contains Form 10F as per Indian Income Tax Act, 1961)		In case of domestic bidder going in consortium with Technology Licenser, does the Technology Licenser has to submit F-17C form or domestic bidder has to submit it.	Applicable for all members of the consortium
8	Commercial NIT	GCC	Pg 56 of 373	56.7.0 MODE OF PAYMENT AND TAX DEDUCTIONS	All payments made under or in terms of the CONTRACT shall be paid through Electronic Fund Transfer mechanism (EFT).	For all Payments including domestic in INR and foreign Currency, we propose that payment should be made through letter of Credit (LC) to the bidder. Kindly Confirm.	Please refer clause 14.8 of SCC in this regard.
9	Commercial NIT	SCC	350 of 373	11.8 Due Date for Payment	Payment will become due and payable by **OWNER within 30 days, except Final Payment**, from the date of receipt of CONTRACTOR'S bill/invoice by OWNER provided the documents submitted are complete in all aspects and are submitted as per billing schedule.	We request client to kindly provide the final payment also in 30 days. Kindly confirm	NIT clause shall prevail
10	Commercial NIT	SCC	365 of 373	17.0 Defect liability period and liability for defects	The DEFECT LIABILITY PERIOD shall be for a period of 12 (Twelve) months from the date of PRELIMINARY ACCEPTANCE OR from taking over as per Additional provision of PAC,	We propose “The Defects Liability Period shall be **a period of 12 months from the scheduled date of Commissioning or 18 months from the date of last major dispatch, whichever is earlier”.** Kindly Confirm.	NIT clause shall prevail
11	General					Kindly provide the format of Advance Bank Guarantee (ABG) as the sane is missing from the tender document.	Please refer Form -21 of Instruction to Bidders (forms & Format) in this regard.
12	Commercial NIT	SCC	355 of 373	14.2 MOBILISATION ADVANCE	Submission of Bank Guarantee(s) for 110% value including GST (if any) covering the Foreign Currency portion and the Rupee portion of the said advance(s), valid for 3 months beyond MECHANICAL COMPLETION	We understand that Validity of Advance Bank Guarantee (ABG) is 3 months beyond mechanical Completion period. Kindly Confirm. If not, please specify the validity of Advance Bank Guarantee	Please refer Sl. No. (b) clause 14.2 of SCC in this regard.
13	Commercial NIT	Forms & format	34 of 373	F-4 Proforma of "bank guarantee" for "contract performance security /Security deposit		We understand that the validity of Contract performance Bank Guarantee (CPBG) is till the expiry date of defect Liability Period. Kindly Confirm. If not, kindly clarify.	The CS cum PBG shall be valid for the duration of the completion period and DEFECTS LIABILITY PERIOD plus six months.

S.no	Clauseno	Pageno	Clause as per the Tender	Bidder Query	PDIL/Owner's Reply
14	GCC-28.9	40of97	Irrespectiveofsingleor separateinsurances, theCONTRACTORshall take thesame in the joint name ofOWNERand CONTRACTOR, with OWNER asPrimary Beneficiaryand CONTRACTORas Joint Beneficiary, to cover all riskincluding marine cumerection insurance (MCE), workmencompensation / Employees State Insurance (ESI)under ESI Act 1948 for Contractor's personnel, fire risk policy etc. till handing over of PLANTto OWNER dulycommissioned and tested. However, for CONTRACTOR‟sEQUIPMENT, CONTRACTOR can bethesolebeneficiary.Further, OWNER shall have the first right over the claim amount for all insurance claims, whereOWNER hasmade part or full payment to the CONTRACTOR.	Since the liability and responsibility for the Works remain with the CONTRACTOR till commissioning andhanding over of the PLANT, any loss or damage to the items/works during the execution period shall berectified or replaced by the CONTRACTOR at its own cost and risk. Accordingly, paymentsreleased by theOWNER against such items/worksdo not createany financialimplication or burden on theOWNER, astheCONTRACTOR continuesto remain fully responsibleforrestoration/replacement under theContract. In view oftheabove, werequest clarification on therequirement stating that theOWNER shall havethefirst right over theinsuranceclaim amount for items/worksfor which payment hasalready been madetothe CONTRACTOR. We request that this condition may kindly be reviewed and considered fordeletion/non-applicability.	NIT clause shall prevail.
15	GCC-56.9.1	81of97	Theacceptanceby theCONTRACTOR ofany amount paid by the OWNER toCONTRACTOR inrespect of theFinalBill of the CONTRACTOR in settlement of all said dues to the CONTRACTOR under the Final Bill shall, withoutprejudice tothe claimsof theCONTRACTOR includedintheFinalBillinaccordancewiththeprovisions ofclause 56.4.2 of GCC, be deemed to be in full and final settlement of all such dues to the CONTRACTORnotwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by theCONTRACTOR related to the acceptance of such payment, with the intent that upon acceptance by theCONTRACTOR of any payment made as aforesaid, the CONTRACT (including the arbitration clause) shall standdischarged and extinguishedinsofar as relatestoand/or concerns theentitlements ofthe CONTRACTOR underthe CONTRACT except for the CONTRACTOR's right, if any, to receivepayment in respect ofhis notified claimsincluded in hisFinal Bill andtherightto receive payment of theunadjustedbalanceof theSecurity Deposit inaccordancewiththeprovisionsofClause56.10.3onsuccessfulcompletionoftheDEFECTLIABILITYPERIOD.But nothing herein stated shall affect the CONTRACTOR's undischarged liabilities and obligations under theCONTRACT	With referenceto thesubject clausepertaining to acceptanceofFinal Bill payment being treated asfulland finalsettlement of the Contract, we request clarification/modification on the following point inorder to safeguard the legitimate contractual rights of the CONTRACTOR: Thepresent wording states that upon acceptanceofpayment against theFinal Bill, theContract includingarbitrationprovisions shallstanddischargedandextinguished,notwithstandinganyprotestorconditional acceptanceby theCONTRACTOR. In thisregard, werequest that theclausemay beamended/clarified to expressly statethat acceptanceofpayment by the CONTRACTOR shall not prejudice or extinguish: anypendingclaims/disputesalreadynotifiedtotheOWNER, claims under discussion/reconciliation between OWNER and CONTRACTOR,statutoryclaims, claims arising out ofchangeorders/variations not finalized at thetimeofFinal Bill settlement, andthe CONTRACTOR's right to invoke arbitration or other dispute resolution mechanisms for suchunresolvedmatters. Further, it isrequested that acceptanceofpayment "under protest" or "without prejudice" shall not beconstrued as waiver of the CONTRACTOR's lawful and notified claims.	Shall be as per NIT. Please also refer clause 56.4.2
16	SCC- 12	31of54	No Priceadjustment shall bepayableon theportion ofcontract pricepaid to theCONTRACTOR asan advance/interim payment after the date of such payment.	The advance/interim payments released to the Contractor are primarily utilized towards mobilisationactivities and advance payments to critical suppliers/vendors for procurement and execution of theworks. Such funds arefully committed to theproject and remain exposed to market fluctuations andescalation in material, labour, equipment, and logistics costs. Since the Contractor continues to bear the financial impact of price variation on these committedexpenditures,non-applicability of Price Adjustmentonthe advance/interimpaidportionwouldleadtoan unrecoverableescalation burden on theContractor. Hence, it is requested that PriceAdjustment bemade applicable on 100% of the Contract Price, including the portion released as advance/interimpayment.	Not Acceptable.

17	SCC-14.3.2	39of54	10% (Ten Percent) of Totalsupply value on pro-rata basis (excluding catalysts, spares, construction material,taxesand duties)will bereleased on placement ofpurchaseordersasper thelistofmajortagged items.Thelistof major tagged items shall besubmitted by the biddersin Technical Bid. Thispayment shall be released aftersubmission ofBank Guaranteefor equivalent value. ThisBank Guarantee shall be valid upto3 months after theMECHNICAL COMPLETION DATE and may be renewed, at the request of OWNER for such extended period.However, thisBank Guaranteeshall bereleased after receipt ofall MATERIALS at SITEand acceptanceofsame.	Sincetheabovepayment is being released against placement of purchaseorders for major tagged itemsand formspart oftheprogressivecash flow requirement oftheproject, submission ofan additional BankGuarantee for equivalent value may kindly be reconsidered and waived off. Theorderedmaterialsshallremainunderthecontrolandresponsibilityof theContractortillsupplyat site, and adequatesecurities arealready availablewith theOwner under theContract conditions throughSecurity cum PerformanceBank Guarantee.	NIT clause shall prevail.