

**Lot 2 Reply to Pre-bid Queries (Commercial) dated 20.05.2021**

Sub: ELECTRICAL DISTRIBUTION SYSTEM AT TALCHER FERTILIZERS LIMITED, ODISHA (INDIA) ON LSTK AND SINGLE POINT RESPONSIBILITY BASIS.

NIT NO : PNMM/PC-183/E- 4006/NCB Dt. 27-03-2021

Sl. No	Reference Document	Reference Clause/DocNo.	Subject	Customer's Requirement	Bidder's Remarks	TFL/PDIL Reply
1	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY / clause no. 1.2(a)	MOU (Memorandum of Understanding)	<b>Customer's Requirement:</b> a) The bidder must submit a MOU (Memorandum of Understanding) with one or more of approved OEM's as listed above.	<b>Bidder's Remark:</b> No draft format of MOU (Memorandum of Understanding) has been given in tender document. Please provide us the same.	Bidder to submit the MOU as per NIT requirement.
2	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY / clause no. 1.2(b)	Legally enforceable undertaking	<b>Customer's Requirement:</b> b) Further, bidder must also submit a legally enforceable undertaking (jointly with the GIS Manufacturer) to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s)	<b>Bidder's Remark:</b> But no draft format of Undertaking has been given in tender document. Please provide us the same.	PDIL/TFL shall review.
3	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY / clause no. 1.2(c)	Undertaking by OEM	<b>Customer's Requirement:</b> c) An undertaking by the OEM that in case their MOU partner becomes the successful bidder, then they shall furnish performance bank guarantee (as per prescribed format) for an amount equal to 0.6 % (zero point six) of the total contract price (excluding GST) within 30 days of issuance of FOA to TFL. This performance guarantee shall be in addition to the Contract Performance security to be submitted by the successful bidder.	<b>Bidder's Remark:</b> But no draft format of Undertaking has been given in tender document. Please provide us the same.	PDIL/TFL shall review.
4	-	-	OEM support to multiple bidders	<b>Customer's Requirement:</b>	<b>Bidder's Remark:</b> Please confirm whether a manufacturer of GIS can support more than one bidder with MOU and other supporting documents in this tender.	A manufacturer of GIS can submit a bid and/or can also enter into MOU.
5	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY / 1.0 Technical Criteria and 5.0 Documents to be submitted for Compliance to BEC	-	<b>Customer's Requirement:</b> 1.2.C An undertaking by the OEM that in case their MOU partner becomes the successful bidder, then they shall furnish performance bank guarantee (as per prescribed format) for an amount equal to 0.6 % (zero point six) of the total contract price (excluding GST) within 30 days of issuance of FOA to TFL. This performance guarantee shall be in addition to the Contract Performance security to be submitted by the successful bidder.  5.0.(i) To meet criteria of "Non-OEM" at Sl. no. 1.2, Bidder must submit copy(ies) of (a) MOU between bidder and concerned OEM of GIS for providing Design, Engineering, Supply, Erection/ Supervision of erection, and Commissioning of GIS System (b) Legally enforceable undertaking (jointly with the GIS Manufacturer) (c) Undertaking on letter head of OEM regarding submission of 2% Performance Bank Guarantee in case order is awarded to MOU partner (successful bidder).	<b>Bidder's Remark:</b> As per bid requirement, In case GIS OEM participate in MoU with EPC bidder (Non-GIS OEM), GIS OEM has to furnish the Performance Bank Guarantee. Kindly clarify the value of Performance Bank Guarantee, there is a discrepancy in bidding documents. (i.e 0.6% of contract value or 2%)	Inline with cl. No. 1.2 c) of section II (Bid Evaluation Criteria & Evaluation Methodology) of NIT, bidder to Furnish performance bank guarantee(as per prescribed format for an amount equal to 0.6%(zero point six) of the total contract price (excluding GST). Amendment to NIT follows.
6	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY / clause no. 6.1	Authentication of documents submitted against BEC	<b>Customer's Requirement:</b> 6.1 All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) furnished by the bidders shall be verified and certified by any one of the following independent third party inspection agency (as per prescribed format at Appendix-I):	<b>Bidder's Remark:</b> We request you to kindly accept documents in support of Technical Criteria attested by Notary Public with legible stamp. This is the standard practice followed by most Govt. Organizations.	Refer Amendment No.-II dated 17.05.2021 .

**Lot 2 Reply to Pre-bid Queries (Commercial) dated 20.05.2021**

**Sub: ELECTRICAL DISTRIBUTION SYSTEM AT TALCHER FERTILIZERS LIMITED, ODISHA (INDIA) ON LSTK AND SINGLE POINT ELECTRICAL DISTRIBUTION SYSTEM AT TALCHER FERTILIZERS LIMITED, ODISHA (INDIA) ON LSTK AND SINGLE POINT RESPONSIBILITY BASIS.**

**NIT NO : PNMM/PC-183/E- 4006/NCB)**

S.No	Reference Document	Reference Clause/DocNo.	Technical Issue	Customer's Requirement	Bidder's Remarks	TFL/PDIL Reply
1	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY / 1.0 Technical Criteria	-	<p><b>Customer's Requirement:</b> 1.1 The bidder must have completed one "Similar work" having completed value not less than INR 64.90 Crore (including all applicable taxes &amp; duties), during the last seven (07) years reckoned from the bid opening date.</p>	<p><b>Bidder's Remark:</b> In-case bidder is a 100% subsidiary company of a parent company, we request you kindly allow the bidder to participate in the bidding process based on parent company credentials to meet the technical qualification requirement of the bid.</p>	No change. Shall be as per NIT.
2	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY / 1.0 Technical Criteria and 5.0 Documents to be submitted for Compliance to BEC	-	<p><b>Customer's Requirement:</b> 1.2.C An undertaking by the OEM that in case their MOU partner becomes the successful bidder, then they shall furnish performance bank guarantee (as per prescribed format) for an amount equal to 0.6 % (zero point six) of the total contract price (excluding GST) within 30 days of issuance of FOA to TFL. This performance guarantee shall be in addition to the Contract Performance security to be submitted by the successful bidder.  5.0.(i) To meet criteria of "Non-OEM" at Sl. no. 1.2, Bidder must submit copy(ies) of (a) MOU between bidder and concerned OEM of GIS for providing Design, Engineering, Supply, Erection/ Supervision of erection, and Commissioning of GIS System (b) Legally enforceable undertaking (jointly with the GIS Manufacturer) (c) Undertaking on letter head of OEM regarding submission of 2% Performance Bank Guarantee in case order is awarded to MOU partner (successful bidder).</p>	<p><b>Bidder's Remark:</b> As per bid requirement, In case GIS OEM participate in MoU with EPC bidder (Non-GIS OEM), GIS OEM has to furnish the Performance Bank Guarantee. Kindly clarify the value of Performance Bank Guarantee, there is a discrepancy in bidding documents. (i.e 0.6% of contract value or 2%)</p>	Inline with cl. No. 1.2 c) of section II (Bid Evaluation Criteria & Evaluation Methodology) of NIT, bidder to Furnish performance bank guarantee(as per prescribed format for an amount equal to 0.6%(zero point six) of the total contract price (excluding GST). Amendment to NIT follows.

## Lot 2 Reply to Pre-bid Queries (Commercial) dated 20.05.2021

Sub : ELECTRICAL DISTRIBUTION SYSTEM AT TALCHER FERTILIZERS LIMITED, ODISHA (INDIA) ON LSTK AND SINGLE POINT RESPONSIBILITY BASIS

NIT No. : PNMM/PC-183/E- 4006/NCB) - OPEN DOMESTIC COMPETITIVE BIDDING

S. No.	Section	Clause No.	Clause Description	Query / Comment / Remarks	TFL/PDIL Reply
1	SECTION-II EVALUATION CRITERIA & EVALUATION METHODOLOGY.	BID 1.0 Technical Criteria: 1.2 (c)	An undertaking by the OEM that in case their MOU partner becomes the successful bidder, then they shall furnish performance bank guarantee (as per prescribed format) for an amount equal to 0.6 % (zero point six) of the total contract price (excluding GST) within 30 days of issuance of FOA to TFL. This performance guarantee shall be in addition to the Contract Performance security to be submitted by the successful bidder.	Since Bidder will furnish the performance BG for full Contract value hence getting another BG will only cascade the requirement. Hence we request you to kindly delete this requirement.	No change; Shall be as per NIT.
2	SECTION-II EVALUATION CRITERIA & EVALUATION METHODOLOGY	BID 5.0 Documents to be submitted & for Compliance to BEC (i) Technical Criteria of BEC:	To meet criteria of "Non-OEM" at Sl. no. 1.2, Bidder must submit copy(ies) of (a) MOU between bidder and concerned OEM of GIS for providing Design, Engineering, Supply, Erection/ Supervision of erection, and Commissioning of GIS System (b) Legally enforceable undertaking (jointly with the GIS Manufacturer) (c) Undertaking on letter head of OEM regarding submission of 2% Performance Bank Guarantee in case order is awarded to MOU partner (successful bidder)	Since Bidder will furnish the performance BG for full Contract value hence getting another BG will only cascade the requirement. Hence we request you to kindly delete this requirement.	No change; Shall be as per NIT.
3	SECTION-II BID EVALUATION CRITERIA & EVALUATION METHODOLOGY	B. EVALUATION METHODOLOGY	The works involve Design Engineering, Supply, Erection, Testing and commissioning on single point responsibility basis (LSTK) basis. Hence, the subject work is indivisible and complete works shall be awarded to bidder quoting lowest TOTAL LSTK PRICE inclusive of all applicable taxes & duties including GST.	Kindly exclude the taxes and duties in evaluation.	No change; Shall be as per NIT.
4	SECTION-III INSTRUCTION TO BIDDERS	4 ONE BID PER BIDDER 4.1	A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.	Please confirm that a Bidder can act as a subcontractor for the other bidder for certain small portion of the scope of overall project.	The said clause referred does not mention anything about 'Sub-contractor'.
5	SECTION-III INSTRUCTION TO BIDDERS	6 SITE VISIT 6.3	The Bidder shall not be entitled to hold any claim against TALCHER FERTILIZERS LIMITED for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.	However due to any change in the specification mentioned in the tender with respect to the actual site conditions, the change shall be compensated with additional cost and extension to Contractor. Please confirm.	No change; Shall be as per NIT.
6	SECTION-III INSTRUCTION TO BIDDERS	12 SCHEDULE OF RATES / BID PRICES 12.3	Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Tender document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.	However due to any change in the specification mentioned in the tender, the change shall be compensated with additional cost and extension to Contractor. Please confirm.	No change; Shall be as per NIT.
7	SECTION-III INSTRUCTION TO BIDDERS	12 SCHEDULE OF RATES / BID PRICES 12.5	Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the expiry of contract period, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.	Please confirm that Contract Price will be adjusted based on change orders as applicable from time to time.	Please refer clause no. 3.0 of of SCC in this regard.

8	SECTION-III INSTRUCTION TO BIDDERS	36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE 36.1	Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by OWNER either by E-mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on OWNER and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The Detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. OWNER may choose to issue Notification of Award in form of Detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of Detailed	Request to treat Effective Date of the Project as the date of Contract Signing or the hand over of hindrance and encumbrance free site with unrestricted access, whichever is later.	No change; Shall be as per NIT.
9	SECTION-III INSTRUCTION TO BIDDERS	48 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY	While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.	Though all the measures will be taken to engage such manpower, however please confirm that this clause shall not be treated as the mandatory requirements for approving the sub-contractors.	Clause is self explanatory.
10	SECTION-III INSTRUCTION TO BIDDERS	49. QUARTERLY CLOSURE OF THE CONTRACT [FOR APPLICABILITY OF THIS CLAUSE REFER BDS]-:	During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, OWNER has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution. Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract."	Please confirm that this will not become a constraint or will not lapse the issues which are older than a quarter but have been missed to be highlighted.	No change; Shall be as per NIT.
11	SECTION-III INSTRUCTION TO BIDDERS	51 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS MAD (MUTUALLY AGREED DAMAGES)	As mentioned in GCC, MAD is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per MAD clause. If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable MAD amount with applicable taxes. In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, OWNER will release the payment to supplier/ contractor/ service provider after giving effect of the MAD clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material." In case any financial implication arises on OWNER due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. OWNER shall be entitled to deduct / set-off / recover such GST amount (CGST & SGST/IGST or ICST) together	Please confirm that this clause will be applicable only when the reasons for the delay have been identified and established solely because of Contractor.  Also till the request of Time extension is pending for resolution at Customer's end, this clause and other relevant clauses may not be invoked by Customer. Please confirm'	No change; Shall be as per NIT. Vendor is also advised to refer to all relevant clauses under MAD and clause 33.2 of GCC.
12	SECTION-III INSTRUCTION TO BIDDERS	BIDDING DATA SHEET (BDS)  33	Compensation for Extended Stay - NOT APPLICABLE	Please confirm that along with Extension of Time, the additional cost incurred during this period shall also be provided to the Contractor, if such Extension of Time because of the reasons not attributable to Contractor.	No change; Shall be as per NIT.
13	SECTION-III INSTRUCTION TO BIDDERS	F-5 AGREED TERMS & CONDITIONS 9.	Bidder confirms compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	Request to treat Effective Date of the Project as the date of Contract Signing or the hand over of hindrance and encumbrance free site with unrestricted access, whichever is later.	No change; Shall be as per NIT.

14	SECTION-III INSTRUCTION TO BIDDERS	F-5 AGREED TERMS & CONDITIONS  9.	(i) Bidder confirms acceptance of Mutually Agreed Damages for delay in completion schedule specified in Bid document. (ii) In case of delay, the bills shall be submitted after deducting the mutually agreed damages due to delay (refer MAD Clause).	Please confirm that this clause will be applicable only when the reasons for the delay have been identified and established solely because of Contractor.  Also till the request of Time extension is pending for resolution at Customer's end, this clause and other relevant clauses may not be invoked by Customer. Please confirm'	No change; Shall be as per NIT.
15	SECTION – IV GENERAL CONDITIONS OF CONTRACT	1.0 DEFINITION OF TERMS AND INTERPRETATION  40	NOTICE IN WRITING', 'WRITTEN NOTICE' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/ Speed Post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. Fax with Post copy confirmation.	Please confirm that email mode shall also be taken as one of the form of Notice	TFL/PDIL to review.
16	SECTION – IV GENERAL CONDITIONS OF CONTRACT	2.0 CONTRACT DOCUMENTS	The term 'Contract Documents' shall mean and include the following documents which shall constitute the Contract and shall be deemed to form an integral part of the Contract: a) Contract Agreement b) Detailed Letter of Acceptance (DLOA) and all Annexures c) FAX OF ACCEPTANCE (FOA) d) Agreed variations , if any e) Schedule of Rates f) Corrigendum/Addendum/Amendment to tender g) Reply to Pre Bid Queries h) Complete Original Tender Document with all enclosures i) Integrity Pact (IP) signed between the Owner and the Bidder/Contractor The above documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole. ORDER OF PRECEDENCE In the event of any ambiguity or conflict between the Contract Documents listed in clause 2.0 above, the order of precedence shall be the order in which the Contract Documents are listed above.	Please include Bidder's Bid also a part of the Contract Document as S. No. (i) after Tender Document.	No change; Shall be as per NIT.
17	SECTION – IV GENERAL CONDITIONS OF CONTRACT	2.0 CONTRACT DOCUMENTS  2.1.6	Should there be any doubt or ambiguity in the interpretation of the CONTRACT documents or contradiction therein or should there be any discernable error or omission in any CONTRACT document, the CONTRACTOR shall, prior to commencing the relative work or supply, as the case may be, apply in writing to the Engineer-In-Charge for his decision for resolution of the doubt, ambiguity or contradiction or correction of the error or making good the omission, as the case may be. Should the CONTRACTOR fail to apply to the ENGINEER-IN-CHARGE for his decision as aforesaid prior to commencing the relative work or supply, the CONTRACTOR shall perform the said work or make the said supply, as the case may be, at his own risk, and the provisions of NIT shall apply to any such work performed or supply made by the CONTRACTOR.	Please confirm that the delay in providing the resolution will provide for Extension of Time.	No change; Shall be as per NIT.
18	SECTION – IV GENERAL CONDITIONS OF CONTRACT	17.0 CONTRACTOR TO INFORM HIMSELF FULLY	Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained	However due to any change in the specification mentioned in the tender, the change shall be compensated with additional cost and extension to Contractor. Please confirm.	No change; Shall be as per NIT.

19	SECTION – IV GENERAL CONDITIONS OF CONTRACT	33.0 TIME EXTENSION OF CONTRACT 33.2	If the Work is delayed at any time in the commencement or during the progress of the WORK by any act, delay or neglect solely attributable to OWNER or his employees, or by any other contractor utilised by the OWNER or by FORCE MAJEURE conditions, the time of completion shall be extended by OWNER (without levy of Mutually Agreed Damages) in writing for a reasonable period as may be mutually agreed upon, at the time of closure of contract. The CONTRACTOR shall, immediately on occurrence of such special circumstances but not later than 14 working days, bring to the knowledge of OWNER through written application for any such delay as mentioned above.	Kindly add the following reason of delay as well in regard to this clause - "for the reasons not attributable to Contractor"	No change; Shall be as per NIT.
20	SECTION – IV GENERAL CONDITIONS OF CONTRACT	33.0 TIME EXTENSION OF CONTRACT 33.3	OWNER shall have the right to suspend the WORK in whole or in part for such time as may be necessary in order that WORKS shall be well and properly executed. In such events, suitable extension of time shall be granted to CONTRACTOR. However, should the cumulative period of suspension exceed 45 days during the scheduled duration of CONTRACT, the CONTRACTOR shall be compensated as mutually agreed in addition to extension of time, provided the suspension is caused due to reasons not attributable to CONTRACTOR.	Also Contractor has the right for suspension If (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.  If the Contractor's performance of its obligations is suspended or the rate of progress is reduced, then the Time for Completion shall be extended, and any and all additional	No change; Shall be as per NIT.
21	SECTION – IV GENERAL CONDITIONS OF CONTRACT	34.2 Termination due to Default by CONTRACTOR 34.2.2	If within 30 days after the posting of the notice addressed to the CONTRACTOR, the CONTRACTOR fails to comply with the notice or if in the opinion of the OWNER, the CONTRACTOR's reasons or proposals are not satisfactory, then the OWNER, without prejudice to any other rights that he may have under the CONTRACT against the CONTRACTOR, may either: a) DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.	Kindly increase the curing period to 60 days instead of 30 days.	No change; Shall be as per NIT.

22	SECTION – IV GENERAL CONDITIONS OF CONTRACT	35.0 FORCE MAJEURE OF 35.1	CONDITIONS FOR FORCE MAJEURE: In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure conditions lasts. The cost and loss sustained by the either party shall be borne 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, civil commotions and acts and regulations of respective Government of the two parties, namely the OWNER and the CONTRACTOR. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 120 (one hundred and twenty) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such conditions lasts..	Kindly add the following FM events as well (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, con-spiracy, riot, civil commotion and terrorist acts (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or fail-ure to act of any local state or national government authority (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, short-age or restriction of power supply, vandalism, terrorism, epidemics, quarantine and plague (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster (f) shortage of labour, materials or utilities where caused by circumstances that are them-selves Force Majeure.	No change; Shall be as per NIT.
23	SECTION – IV GENERAL CONDITIONS OF CONTRACT	35.0 FORCE MAJEURE OF 35.2	If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by Force Majeure as defined above, the agreed time of completion of job covered by this CONTRACT or the obligation of the CONTRACTOR shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the CONTRACTOR within 120 hours reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.	The time frame of intimation of Force Majeure event may please be increased from 5 days to 15 days please.	No change; Shall be as per NIT.
24	SECTION – IV GENERAL CONDITIONS OF CONTRACT	35.0 FORCE MAJEURE OF 35.3	If the works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months, the OWNER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.	Kindly confirm that the termination or re-negotiation of the contract provisions rights are available with both parties.	Clause 35.7 in this regard is self-explanatory.
25	SECTION – IV GENERAL CONDITIONS OF CONTRACT	35.0 FORCE MAJEURE OF 35.7	Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) months is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the work already performed will be paid by OWNER on such termination.	Kindly confirm that the termination rights are available with both parties. Also the period of 6 months may please be reduced to 3 months for invoking termination rights.	Clause 35.1 is self-explanatory. It refers to 'either parties'

26	SECTION – IV GENERAL CONDITIONS OF CONTRACT	46.2 COOPERATION WITH OTHER CONTRACTORS	The CONTRACTOR shall not object to the execution of the work by other contractors or tradesmen engaged by OWNER and offer them every facility for the execution of their several works simultaneously with CONTRACTOR's work, provided however that CONTRACTOR'S WORK is not hampered by such co-operation. CONTRACTOR shall at all times provide sufficient fencing, notice boards, lighting and watchmen to protect and warn the public and guard the works and in default thereof, OWNER may provide such facilities at CONTRACTOR's cost, if such failure is attributable to CONTRACTOR.	The Contractor shall not be liable for any delay due to the reasons attributable to other agencies and accordingly the additional cost and extension of time for such reasons among others may please be agreed upon and provided to the Contractor.	No change; Shall be as per NIT.
27	SECTION – IV GENERAL CONDITIONS OF CONTRACT	47.0 SUSPENSION OF WORKS	(i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the ONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR. (ii) 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.	The clause is vrvy stringent for Contractor, hence we request you to kindly confirm that due to suspension on account of reasons not attributable to Contractor, the additional cost and extension of time for such reasons among others may please be agreed upon and provided to the Contractor.  Also kindly confirm that Suspension rights are available with Contractor as well owing to the reasons like delay in payment from Owner, delay in fulfillment of Customer's obligation, breach of contract by Owner till the time it is rectified by the Owner. Further, the additional cost and extension of time for such reasons among others may please be agreed upon and provided to the Contractor.	No change; Shall be as per NIT.
28	SECTION – IV GENERAL CONDITIONS OF CONTRACT	56.5.0 PRICE SCHEDULE OF 56.5.2	(ix)The cost of all escalations (foreseen and unforeseen) including but not limited to increase in Government taxes and duties (beyond contractual completion period and any extension hereof due to reasons attributable to CONTRACTOR), labor costs and material costs and other inputs whatsoever.	Please confirm that the additional cost incurred by Contractor on account of the delays not attributable to the Contractor shall be to Owner's account.	No change; Shall be as per NIT.
29	SECTION – IV GENERAL CONDITIONS OF CONTRACT		(xii) The cost shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the OWNER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.	Please confirm that the additional cost incurred by Contractor on account of the delays not attributable to the Contractor shall be to Owner's account.	No change; Shall be as per NIT.
30	SECTION – IV GENERAL CONDITIONS OF CONTRACT		(v) The cost of all taxes and duties within the scope of work, all customs and import duties, Indian Income Tax, applicable GST, quay, warfare, demurrage, detention and landing charges and all other duties, taxes, fees, charges, levies, and/or cesses whatsoever imposed or to be imposed by the Central Government or State Government or Municipal or Local Bodies or other Authorities whatsoever and payable on any materials supplied and/or on works performed without any entitlement to the CONTRACTOR for any exemption, remission, refund or reduction thereof	Please confirm that all the taxes, duties , levies, cess etc. shall be based on the date of bid submission and subsequnetly any variation and intriduction of new taxes, duties, levies, cess etc shall be in Customer's scope.	Please refer clause 13.2 of SCC, which is self-explanatory.



31	SECTION – IV GENERAL CONDITIONS CONTRACT OF		(vii) The cost of all inspections, tests and certificates relative thereto including third party tests and/or inspections where necessary, and of items, instruments, plant and/or tools and appliances required to conduct such inspection and tests.	Please confirm that the cost of such third party / hiring of these third party for inspection shall be in the scope of Customer / Owner.	Refer Clause 22.0 (Contract Price) of GCC , which is self explanatory.
32	SECTION – IV GENERAL CONDITIONS CONTRACT OF	60.0 UTILISATION OF LOCAL RESOURCES	60.1 The CONTRACTOR shall ascertain the availability of local SUB-CONTRACTORS and skilled/unskilled manpower and engage them to the extent possible for performance of the WORKS. 60.2 The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at the site, but shall make maximum use of local labour available.	Though all the measures will be taken to engage the local manpower, however please confirm that this clause shall not be treated as the mandatory requirements for approving the sub-contractors.	Clause is self explanatory.
33	SECTION – IV GENERAL CONDITIONS CONTRACT OF	63.0 COORDINATION WITH OTHER AGENCIES	63.1 CONTRACTOR shall be responsible for proper coordination with other agencies operating at the site so that WORK may be carried out concurrently, without any hindrance to others. The ENGINEER-IN-CHARGE shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the CONTRACTOR. 63.2 If and when required for the coordination of the WORKS with other agencies involved at SITE, the CONTRACTOR shall within the scope of work, re-route and/or prepare approaches and working areas as may be necessary.	The Contractor shall not be liable for any delay due to the reasons attributable to other agencies and accordingly the additional cost and extension of time for such reasons among others may please be agreed upon and provided to the Contractor.	No change; Shall be as per NIT.
34	SECTION – IV GENERAL CONDITIONS CONTRACT OF	75.6 Miscellaneous 75.6.2	Without prejudice to FORCE MAJEURE, CONTRACTOR shall, during inclement weather, carry out WORK in accordance with CONTRACT and CONTRACTOR shall not be entitled to any additional payment over and above the CONTRACT PRICE payable under CONTRACT by reason of its being unable to carry out WORK owing to inclement weather.	We request Owner to kindly include the inclement and bad weather as an excuse of the delay for the reason not attributable to the Contractor. Accordingly the additional cost and extension of time for such reasons among others may please be agreed upon and provided to the Contractor.	No change; Shall be as per NIT.
35	SECTION – IV GENERAL CONDITIONS CONTRACT OF	78.0 Access by Road:	CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the OWNER.	The scope and cost of the making such temporary and permanent roads may not be applicable to Contractor and hence the same may please be included in Customer's scope only.	No change; Shall be as per NIT.

36	SECTION – IV GENERAL CONDITIONS OF CONTRACT	81.0 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 pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. <b>But the OWNER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days' notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the OWNER.</b> The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the OWNER or his authorized representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the OWNER. Un-	In case of Customer asking to vacate the already allocated land to the Contractor, we request you to kindly allocate another piece of land for Contractor's requirement. Further any rent on providing the land may not be charged / levied. Also during such request, the extension of time and appropriate cost of shifting may please be provided to the Contractor.	No change; Shall be as per NIT.
37	SECTION – V SPECIAL CONDITIONS OF CONTRACT	1.0 CONTRACTOR'S OBLIGATIONS 1.1.0 General Responsibility (g)	Construction water (at one point within factory premises and CONTRACTOR to arrange the line upto their Battery Limit) and Construction Power (1 No. 415V feeder of 250A at Existing Substation Near 132 kV Switchyard and CONTRACTOR to arrange tap off Power from this feeder) shall be provided within 6 months of issuance of FOA on chargeable basis (presently @ of Rs 4.50/m3for Construction Water and Rs 5.915/KWH for Construction Power. In case of any escalation by statutory authorities in the unit rates during execution of Contract, the same shall be borne by Contractor)	The timeframe of 6 months is very high and in view of the stringent project completion timelines we request you to kindly make this as 1 week please.  Also request you to kindly provide these construction water and power a free to the Contractor.	No change; Shall be as per NIT.
38	SECTION – V SPECIAL CONDITIONS OF CONTRACT	1.2.8 Procurement Services 1.2.8.1.2	Any apparent omission or error in the equipment specifications will be corrected by the CONTRACTOR to the extent required by the CONTRACT.	Since the equipments etc shall be based on the specifications identified in the Contract, hence in case of any error / omission / ambiguity in the specifications, the cost of rectifying the same in the equipment shall be in the scope of Owner and accordingly the applicable additional cost and extension of time shall be provided to the Contractor accordingly.	This being a LSTK contract specification provided in the NIT is indicative. Bidder to design the system as per the NIT requirement.
39	SECTION – V SPECIAL CONDITIONS OF CONTRACT	1.2.8.2 Equipment 1.2.8.2.1	CONTRACTOR agrees that EQUIPMENT procured shall be strictly in accordance with the specifications as provided, however, that any apparent omission or error in the specifications will be corrected by CONTRACTOR if it is necessary for the functioning of EQUIPMENT. CONTRACTOR shall inform OWNER for such omission or error or ambiguity in the specifications and corrections made for the same.	Since the equipments etc shall be based on the specifications identified in the Contract, hence in case of any error / omission / ambiguity in the specifications, the cost of rectifying the same in the equipment shall be in the scope of Owner and accordingly the applicable additional cost and extension of time shall be provided to the Contractor accordingly.	This being a LSTK contract specification provided in the NIT is indicative. Bidder to design the system as per the NIT requirement.

40	SECTION – V SPECIAL CONDITIONS CONTRACT	OF	1.2.8.7 Inspection, Expediting & Testing 1.2.8.7.1	CONTRACTOR shall establish an inspection and expediting system and use its services for obtaining EQUIPMENT which conforms to the required technical and quality specifications and delivery schedule according to Purchase Order. CONTRACTOR shall send copies of expediting and inspection reports regularly to OWNER. CONTRACTOR shall arrange Third Party Inspection and quality certification of EQUIPMENT, as described in CONTRACT. Copies of all test results/report of the tests shall be furnished promptly by the CONTRACTOR to the OWNER. Third party Inspection shall be carried by Llyods/BV/TUV/DNV.	Please confirm that the cost of such third party / hiring of these third party for inspection shall be in the scope of Customer / Owner.	Refer Clause 22.0 (Contract Price) of GCC , which is self explanatory.
41	SECTION – V SPECIAL CONDITIONS CONTRACT	OF	1.2.8.7 Inspection, Expediting & Testing 1.2.8.7.8	In order to enable INSPECTOR to obtain entry visa in time, CONTRACTOR shall notify OWNER two months before assembly, testing and packing of main & EQUIPMENT and if requested assist INSPECTOR in getting visa in the shortest possible time.	The timeframe of two months is very high and in view of the stringent project completion timelines we request you to kindly make this as 3 weeks please.	No change; Shall be as per NIT.
42	SECTION – V SPECIAL CONDITIONS CONTRACT	OF	1.2.8.9.3	In case of delay beyond the stipulated COMPLETION PERIOD, for reasons not attributable to OWNER, FORCE MAJEURE and suspension of WORK by OWNER, even though provisional extension of COMPLETION PERIOD time is allowed by OWNER, all extra costs on account of changes of statutory regulations/Acts or increase in price on any other account, shall not apply to CONTRACT PRICE and the same shall be borne by CONTRACTOR.	Kindly add the following reason of delay as well in regard to this clause - "for the reasons not attributable to Contractor"	PDIL /TFL to review.
43	SECTION – V SPECIAL CONDITIONS CONTRACT	OF	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. The value of the Contract Performance Security during the extended warranty period shall be 3 (Three) percent of the cost of such repaired/replaced EQUIPMENT or its parts for which documentary evidence to be submitted. However, extended DEFECTS LIABILITY PERIOD shall have an upper limit of 24 months for extended DEFECTS LIABILITY PERIOD, starting from the PRELIMINARY ACCEPTANCE. At the end of the DEFECT LIABILITY PERIOD or the extended DEFECT LIABILITY PERIOD, the CONTRACTOR's liability ceases. In respect of goods supplied by the SUB-CONTRACTORS to the CONTRACTOR where a long guarantee (more than 12 months) is provided by such SUBCONTRACTORS/SUB- VENDOR(s), the OWNER shall be entitled to the benefit of such longer guarantees.	Kindly confirm that the sunset clause beyond which all the defect liabilities ceases shall be 24 months from the commissioning.	Clause is self explanatory.
44	SECTION – V SPECIAL CONDITIONS CONTRACT	OF	1.2.12.3	No extension of time shall be granted for meeting the requirement and/or obtaining APPROVAL of statutory authorities.	Please confirm that delay in getting the approvals from statutory authorities for the reasons not attributable to Contractor shall be eligible for extension of time.	No change; Shall be as per NIT.
45	SECTION – V SPECIAL CONDITIONS CONTRACT	OF	2.8 Site Facilities	OWNER shall provide the following SITE facilities: a) Land for Construction Activities b) General safety and security without prejudice to Contractor's obligations. c) Construction Power &Construction Water shall be provided as per clause 1.1.1 (g) above d) Free and unrestricted access to SITE for CONTRACTOR's Authorized Personnel  f) Area for making shed/covered storage for storing EQUIPMENT subject to availability.	Kindly confirm that all these facilities shall be provided without any cost to the Contractor.	Clause is self explanatory. Bidder to note that the cost which are to be borne by Contractor are mentioned in the NIT document.

46	SECTION – V SPECIAL CONDITIONS OF CONTRACT	3.3	The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER IN CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following:- CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER IN CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER IN CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER IN CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.	Please confirm that the cumulative variations in totality shall be subject to +/- 10% of the Total Contract Price.  The cost of the variation shall be based on the unit rates as identified in the Contract / Price Schedule / BBU. Else Contractor shall submit the rates of such change order. Please confirm.	No change; Shall be as per NIT.
47	SECTION – V SPECIAL CONDITIONS OF CONTRACT	3.4	If it is established that a request for Change in Work asked by Owner does not fall under original Scope of Contract, then CONTRACTOR shall promptly submit cost estimate, and / or time extension and / or terms of payment (as applicable) for making the requested change in WORK together with the details of any variation required to be made to any of CONTRACTOR's or OWNER's obligations and/or guarantees as per clause 3.2 above.	Please confirm that the cumulative variations in totality shall be subject to +/- 10% of the Total Contract Price.	No change; Shall be as per NIT.
48	SECTION – V SPECIAL CONDITIONS OF CONTRACT	3.7	It is agreed by both parties that the following changes shall not be considered a CHANGE IN WORK in the meaning in this Clause: a) Minor changes requested by OWNER and accepted by CONTRACTOR which do not involve any substantial additional cost or man-hour effort, and have no effect on contractual completion period, and/or	We request you to kindly facilitate all the changes / variation from the contract provisions and specifications through Change Order Process. Accordingly all the variations shall be subject to addition of cost in the Contract Price with extension of time appropriately.	No change; Shall be as per NIT.
49	SECTION – V SPECIAL CONDITIONS OF CONTRACT	10.5	Payments of the amount(s) due on the Final Bill to the extent certified by the ENGINEER-IN-CHARGE, shall be made within 84 (Eighty Four) days from the due date as specified in Clause 10.4 hereof, subject to the deductions provided in Clause 10.6.	For Final Bill, it is requested to kindly make the payment within 30 days from the date of invoice submission inline to the other payment cycle.	No change; Shall be as per NIT.
50	SECTION – V SPECIAL CONDITIONS OF CONTRACT	15.0 BILLING SCHEDULE OF 6	Total price of SUPPLIES shall not exceed 60% of the TOTAL CONTRACT PRICE. The SUPPLIES shall include but not limited to the Price of all materials complete in all respect including Commissioning and Mandatory Spares, etc.	The % of Supplies of maximum 60% is on a lower side and we request to kindly change the same to 80% of the Total Contract Price.	No change; Shall be as per NIT.
51	SECTION – V SPECIAL CONDITIONS OF CONTRACT	21.1.3	The time stipulated in the CONTRACT for the execution and completion of the works is shall be deemed to be of utmost importance of the CONTRACT. In the event the CONTRACTOR fails to attain the COMMISSIONING of PLANT within the CONTRACTUAL COMPLETION SCHEDULE due to the reasons not attributable to OWNER, then the CONTRACTOR shall pay to the OWNER as MAD at the rate of 0.5% of the TOTAL CONTRACT PRICE (excluding taxes) per week of delay or part thereof. The total deductions under this head shall not exceed 5% of the TOTAL CONTRACT PRICE (excluding taxes).	The MAD mentioned here is on a very higher side. It is requested to kindly make the same to 0.1% per week of delay or part thereof of the undelivered portion of the Total Contract Price subject to maximum 5% of the undelivered portion of the Total Contract Price.	No change; Shall be as per NIT.

**Lot 2\_Reply to Pre-bid Queries (Commercial) dated 20.05.2021**

Sub : ELECTRICAL DISTRIBUTION SYSTEM AT TALCHER FERTILIZERS LIMITED, ODISHA (INDIA) ON LSTK AND SINGLE POINT RESPONSIBILITY BASIS

NIT No. : PNMM/PC-183/E- 4006/NCB) - OPEN DOMESTIC COMPETITIVE BIDDING

S. No.	Section	Page no.	Clause No.	Clause Description	Query / Comment / Remarks	TFL/PDIL Reply
1	SECTION-II BID EVALUATION CRITERIA & EVALUATION METHODOLOGY.	Page No.13 out of 1314	1.1	<p>1.0 Technical Criteria:                      1.1 The bidder must have completed one "Similar work" having completed value not less than INR 64.90 Crore (including all applicable taxes &amp; duties), during the last seven (07) years reckoned from the bid opening date.                      "Similar work" shall mean the following:                      Project management, Procurement, Supply, Erection, Testing &amp; Commissioning including civil works of Electrical System/ substation , which consists of minimum One EHV Indoor Double Bus Gas Insulated Switchgear (GIS) Substation/ switchyard of at least Five (5) bays GIS circuit breakers of 220kV or above voltage level. The said "Similar Work" must have been in operation for atleast 1 (one) year from the date of Acceptance / Commissioning of the works To meet the Technical Criteria 1.1 above, only single contract is acceptable. In case bidder has executed and completed composite works which includes any of the qualifying works(s) sated above, then value of such qualifying works out of the total value of composite works shall be considered for the</p>	<p>As mentioned in refereed clause, we understand that the bidder (other than GIS OEM), who fulfills the "similar work" criteria as mentioned below, is qualified.                      1).The bidder should have successfully commissioned the facility (with multiple ( ≥02 Nos ) GIS substation of similar work nature in single Contract) having value ≥INR 65 Crore (including all applicable taxes &amp; duties) in last (07) years reckoned from the bid opening date.                      2).The above facility, which consists of minimum One EHV Indoor Double Bus Gas Insulated Switchgear (GIS) substation/switchyard of at least Five (05) bays GIS circuit breakers of 220KV or above voltage level is in operation for atleast 1(one) year from the date of Acceptance / Commissioning of the works.                      Please confirm our understanding.</p>	<p>Bidder's Query is not clear. However, it is clarified that job executed by bidder in multiple locations in a single contract is acceptable and all other terms shall be as per refereed clause of BEC only.</p>

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S. No.	Section	Page no.	Clause No.	Clause Description	Query of Bidder	TFL/PDIL Reply
1	Section-II, Bid Evaluation Criteria, (1)Technical Criteria-	8	1.2	<p>The bidder must have completed one "Similar work" having completed value not less than INR 64.90 Crore (including all applicable taxes &amp; duties), during the last seven (07) years reckoned from the bid opening date.</p> <p>"Similar work" shall mean the following: Project management, Procurement, Supply, Erection, Testing &amp; Commissioning including civil works of Electrical System/ substation , which consists of minimum One EHV Indoor Double Bus Gas Insulated Switchgear (GIS) Substation/ switchyard of at least Five (5) bays GIS circuit breakers of 220kV or above voltage level. The said "Similar Work" must have been in operation for atleast 1 (one) year from the date of Acceptance / Commissioning of the works</p> <p>To meet the Technical Criteria 1.1 above, only single contract is acceptable. In case bidder has executed and completed composite works which includes any of the qualifying works(s) sated above, then value of such qualifying works out of the total value of composite works shall be considered for the purpose of qualification.</p>	<p>We understand that if a bidder submits 'single contract' in the name of 'Joint Venture'/Consortium' and similarly submits the operation experience certificate with the same 'Joint Venture'/Consortium' name, then it would not be acceptable to you. Kindly confirm our understanding.</p>	<p>The BEC does not exclude Bidders who has experience as a 'Joint Venture'/Consortium' member , provided it meets the BEC criteria. Bidder's stake and experience in the JV/Consortium should be equal to or more than the Work Order value and should have same technical experience as per BEC.</p>
2	Section-II, Bid Evaluation Criteria, (1)Technical Criteria-	8	1,2	<p>The bidder shall be an approved OEM as listed hereunder:</p> <p>List of "Approved OEMs" for 220 KV Gas Insulated Switchgear (GIS):</p> <ol style="list-style-type: none"> <li>M/s ABB Power Products and Systems India Ltd.</li> <li>M/s Siemens Ltd.</li> <li>M/s GE T&amp;D India Limited</li> <li>M/s Hyosung T &amp; D India Pvt. Ltd.</li> <li>M/s Toshiba Transmission &amp; Distribution Systems India Pvt. Ltd.</li> </ol>	<p>Since the tender document is silent on one part, hence we would like to ask, if any GIS manufacturer submits its bid directly, is he still allowed to offer his GIS to other bidders, who are participating in the Tender.</p>	<p>A manufacturer of GIS can submit a bid and/or can also enter into MOU with another prospective bidder.</p>