

REPLY TO PRE-BID QUERIES : LOT 2 Dated 11.08.2022  
 NIT No.; PNMM/PC-183/E- 4016/NCB Dated 15.07.2022  
 Item:INSTRUMENT AIR & PLANT AIR SYSTEM  
 PROJECT : COAL GASIFICATION BASED FERTILISER PLANT AT TALCHER, ODISHA

S. no	SEC. NO.	Document Title	Page No.	Clause #	Clause as per Bid document	Clarification	PDIL/TFL reply
1	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY	13	A.1 & A.2	A.1 The Bidder must have completed at least One "Similar Work" during the last Ten (10) years reckoned from the original bid opening date. "Similar Work" shall mean the following: Design Engineering, Supply, Installation and Testing & Commissioning of at least One Instrument Air & Plant Air System of Design capacity of minimum 8000 Nm <sup>3</sup> /hr under single stream (or multiple streams of minimum 4000 Nm <sup>3</sup> /hr capacity each) including supply of integrally Geared centrifugal Air compressor with capacity of at least 2750 Nm <sup>3</sup> /hr. Note: To meet the Technical Criteria A.1 above, only single contract is acceptable. In case bidder has executed and completed composite works which includes the qualifying work stated above i.e. (A.1), the same shall be considered for the purpose of qualification A.2 The said "Similar Work" referred at A.1 above must have been in operation for at least 1(one) year from the Date of Acceptance / Commissioning of the works.	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.	Intergearally geared compressor may follow either API 672/ Non API standard for this bid evaluation criteria.
2	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY	14	(A) Technical Criteria: Notes for A.1 & A.2 above:	II. The bidder must submit the completion certificate/acceptance certificate issued by end user/ owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work/ supply in all aspects.	Bidder shall submit certificate/undertaking from CEO or CFO or Company Secretary of the bidder on their letter head indicating "The referenced Model of the proposed item/s has been in operation for a minimum period of one year as on bid due date."	Bidder shall furnish all require documents as per clause no 1.0(E) technical criteria of BEC, section II of NIT
3	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY	14	Notes for A.1 & A.2 above:	III. Only documents (Work order, completion certificate, execution certificate etc.) which have been referred /specified in the bid shall be considered in reply to the queries during evaluation of bids.	Bidder shall submit purchase order, IRN , Commissioning report	Bidder shall furnish all require documents as per clause no 1.0(E) technical criteria of BEC, section II of NIT
4	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY	16	(E) Documents to be submitted for Compliance to BEC (i) Technical Criteria of BEC:	To meet the criteria of A.2, above certificate in respect of minimum one year successful operation of the Plant/System from the date of accep	Bidder shall submit certificate/undertaking from CEO or CFO or Company Secretary of the bidder on their letter head indicating "The referenced Model of the proposed item/s has been in operation for a minimum period of one year as on bid due date."	Bidder shall furnish all require documents as per clause no 1.0(E) technical criteria of BEC, section II of NIT
5	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY	17	(E) Documents to be submitted for Compliance to BEC (i) Technical Criteria of BEC:	To meet the criteria A.3 above, Bidder shall submit affidavit from the domestic manufacturers of Iron & steel products as per the Form-I enclosed with the policy documents. A bidder who is not manufacturer of Iron & Steel product and is unable to submit the Affidavit from domestic manufacturers at bidding stage, such bidder can submit the Affidavit issued by domestic manufacturers after placement of order. In this case bidder along with his bid shall submit an undertaking as per prescribed format.	Please share the understaking format which is not found in NIT which will help us to review and confirm acceptance of this clause.	The referred format is provided in the NIT. Please refer PDF page no 72 & 57 of the NIT
6	SECTION-II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY	18	2.0 EVALUATION METHODOLOGY:	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 Guarantee work cost.	NIT provides equal opportunity to all bidders to assess and provide their best consumption figures. Bidder shall quote accordingly as per NIT conditions.
7	SECTION-III	INSTRUCTION TO BIDDERS (ITB)	46	2.6 List of Excepted matters:	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)	As per NIT
8	SECTION – IV	GENERAL CONDITIONS OF CONTRACT (GCC)	SHEET 29 OF 75	22.0 CONTRACT PRICE	i. Unloading, storage at Site, Site Assembly, Erection, Pre-Commissioning and Commissioning until Preliminary Acceptance of Plant.	Storage shall be in end user scope	As per NIT
9	SECTION – IV	GENERAL CONDITIONS OF CONTRACT (GCC)	SHEET 31 OF 75	27.0 PACKING, FORWARDING AND SHIPMENT	27.5 The CONTRACTOR shall prepare detailed packing lists of all packages and containers, bundles and loose materials forming each and every consignment despatched to the site. The CONTRACTOR shall further be responsible for making all necessary arrangements for loading, unloading and other handling, right from works till the SITE and also till the EQUIPMENT is erected, tested and commissioned. OWNER shall ensure availability of Foundation and other required utilities for readiness of the system. Major equipments and vessels of the Package system shall be supplied at site and to be installed to avoid storage at site. However minor equipments (piping/valves/fittings/instrumentation system etc) shall be preserved by Contractor at site.	Packing will be done to safeguard against logistics damages however after receipt of equipment/material at site owner shall ensure proper storage to ensure protection from rain, storm,dust, heat and theft. <b>Storage at site shall be done by Purchaser as the material will be under TFL's premises. It cant be done by supplier</b>	As per NIT
10	SECTION – IV	GENERAL CONDITIONS OF CONTRACT (GCC)	SHEET 31 OF 75	28.0 INSURANCE	28.0 INSURANCE	Since this a FOR supply contract, Hence transit 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 owner. Customer will be treated transferred after receipt of material at site. Contractor or subcontractor's employee/workment insurance will be taken care by contractor. All other insurance shall be arranged by owner.	As per NIT
11	SECTION – IV	GENERAL CONDITIONS OF CONTRACT (GCC)	SHEET 34 OF 75	30.0 LIABILITY FOR ACCIDENTS AND DAMAGES	30.0 LIABILITY FOR ACCIDENTS AND DAMAGES 30.1 Under the CONTRACT, the CONTRACTOR shall be responsible for loss or damage to the PLANT and provide new equipment and machineries in lieu of equipment/machineries lost/damaged beyond repairs, free of cost until the PLANT is handed over after successful completion of performance guarantee test run.	If Any accident & damages occurs after delivery of material , It is owner's responsibility to cover such scenario under insurance and claim accordingly under insurance.Equipment failure during erection and commissioning because of contractor's defect or workmanship will only be taken care by contractor.	As per NIT

12	SECTION – IV	GENERAL CONDITIONS OF CONTRACT (GCC)	SHEET 41 OF 75	35.0 FORCE MAJEURE	FORCE MAJEURE	Pandemic and Epidemic to be considered as Force Majeure	As per NIT. These will be covered under "Government regulation".
13	SECTION – IV	GENERAL CONDITIONS OF CONTRACT (GCC)	SHEET 59 OF 75	56.5.0 PRICE SCHEDULE	56.5.2 Without prejudice to the generality of the provisions of Clause 56.5.1 hereof, the TOTAL LSTK PRICE shall be deemed to include and cover (unless otherwise expressly specified to the contrary in any CONTRACT document(s)): (i) All costs, expenses, outgoings and liabilities of every nature and description whatsoever and all risks whatsoever (foreseen or unforeseen, including force majeure) to be taken or which may occur in or relative to execution, completion, testing, commissioning and/or handling over the WORKS to the OWNER and/or in or relative to acquisition, loading, unloading, transportation, storing, working	Storage of material shall be under owner's scope, hence costing of storage will not be factored in price schedule	As per NIT
14	SECTION – IV	GENERAL CONDITIONS OF CONTRACT (GCC)	SHEET 60 OF 75	56.5.0 PRICE SCHEDULE	56.5.2 (ii) The cost of all construction and related vessels, craft, vehicles, movements, plant, equipment, distribution of water and power, construction of temporary roads and access, temporary works, pumps, wiring, pipes, scaffolding, piling, shuttering and other materials, supervision, labour, insurance, fuel, stores, spares, supplies, appliances and materials, items, articles and things whatsoever (foreseen or unforeseen) by expression or implication to be supplied, provided or arranged in or relative to or in connection with the performance and/or execution of the WORKS and/or related or incidental thereto, complete in every respect in accordance with the CONTRACT document, and the plans, drawing, designs, orders and/or instructions;	Following shall be responsibility of owner :distribution of water and power, construction of temporary roads and access, temporary works, pumps, stores,	As per NIT
15	SECTION – IV	GENERAL CONDITIONS OF CONTRACT	Sheet 70, 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 after giving thirty days written notice, 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 forthwith ..... written permission from ENGINEER-IN-CHARGE.	As per NIT
16	SECTION – IV	GENERAL CONDITIONS OF CONTRACT	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	As per NIT
17	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 3 OF 49	1.0 CONTRACTOR'S OBLIGATIONS	1.1.0 General Responsibility 1.1.1	Owner/PMC to provide the size of applicable receivers in m3 to avoid ambiguities	As per NIT
18	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 4 OF 49	1.0 CONTRACTOR'S OBLIGATIONS	(e) Receipt of EQUIPMENT at SITE including stores management.	Storage and store management shall be under owner's scope,	As per NIT
19	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 14 OF 49	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 underlinedIn case of all EQUIPMENTS/MATERIALS, the title of Ownership shall pass on to OWNER on supply of material. 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 upon the OWNER discharging all its payment obligations under the CONTRACT .	As per NIT
20	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 15 OF 49	1.2.9.3	Special Maintenance Tools	It is not required so it would not be applicable	As per NIT
21	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 15 OF 49	1.2.9.5	Special Tools & Tackles	It is not required so it would not be applicable	As per NIT
22	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 16 OF 49	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 Or 18 months from the date of supply which ever is earlier.	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.	As per NIT
23	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 17 OF 49	1.2.10.1.6	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 03 (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.	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.	As per NIT
24	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 21 OF 49	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	As per NIT
25	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 21 OF 49	1.2.15.3	In case of delay in completion beyond the stipulated completion period as specified in Invitation For Bid (IFB) under clause 2 (E) for reasons attributable to Contractor, all extra costs on account of changes of statutory regulations / Acts, shall not apply to Contract price and the same shall be borne by Contractor.	costs on account of changes of statutory regulations / Acts shall be taken care by purchaser	As per NIT
26	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 30 OF 49	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	As per NIT

27	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 37 OF 49	14.3.2	TERMS OF PAYMENT	10% Advance Payment on issuance of Order, 40 % on 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 dispatch if the commissioning is delayed for reasons not attributable to supplier.	Under Review. Amendment if required shall be issued shortly
28	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 38 OF 49	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).	Under Review. Amendment if required shall be issued shortly
29	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 39 OF 49	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.	As per NIT
30	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 39 OF 49	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	As per NIT
31	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 39 OF 49	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	As per NIT. Pls. Refer technical section in this regard.
32	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 41 OF 49	16.0 DEEMED ACCEPTANCE	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.	As per NIT
33	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 41 OF 49	16.0 DEEMED ACCEPTANCE	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	As per NIT
34	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 41 OF 49	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.	As per NIT
35	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 43 OF 49	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 other reason cant be accepted	As per NIT
36	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 45 OF 49	19	FINAL ACCEPTANCE CERTIFICATE	Final Acceptance will be after commissioning of the equipment	As per NIT
37	SECTION – V	SPECIAL CONDITIONS OF CONTRACT	SHEET 46 OF 49	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.	As per NIT
38	SECTION – V	STANDARD CONDITIONS OF SCC: PART I	P-5	Clause 9C	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 applicable 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. Please confirm.	As per NIT
39	SPECIAL CONDITIONS OF CONTRACT (SCC)		Sheet 24 of 49	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.	Under Review. Amendment if required shall be issued shortly
40	SPECIAL CONDITIONS OF CONTRACT (SCC)		Sheet 35 of 49 & 36 of 49	14.0	<b>TERMS OF PAYMENT</b> 10% interest bearing mobilisation advance 30% on prorata basis against proof of shipment/ despatch of materials 45% against receipt of material at site 5% on issue of Mechanical Completion Certificate 8% on issue of Preliminary Acceptance Certificate 2% against contractor's certified final bill	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. 9-10 months . For flawless execution of this project cash inflow at project initial phase is required. Hence we propose to release payment as per below milestone :  i) 5% against submission of PFD, P&ID and Equipment List ii) 10% against ordering of major equipment such as compressor, air dryer, HP vessel iii) 10% against receipt of raw materials at sub-vendor's works iv) 15 % on pro-rata basis against dispatch documents v) 45 % on pro-rata basis against receipt of material at site vi) 5% against Mechanical Completion Certificate vii) 8% against Preliminary Acceptance Certificate viii) 2% against contractor's certified final bill	Under Review. Amendment if required shall be issued shortly
41	SPECIAL CONDITIONS OF CONTRACT (SCC)		Sheet 38 of 49	Clause 14.3.2, sl no. iv)	<b>TERMS OF PAYMENT</b> 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).	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	As per NIT
42	SPECIAL CONDITIONS OF CONTRACT (SCC)		Sheet 38 of 49	Clause 14.3.2, sl no. v)	<b>TERMS OF PAYMENT</b> 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.	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.	Under Review. Amendment if required shall be issued shortly

43	SPECIAL CONDITIONS OF CONTRACT (SCC)		Sheet 41 of 49	Clause 16.0	<b>DEEMED ACCEPTANCE</b> 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	We seek to revise the clause as follows: <b>DEEMED ACCEPTANCE</b> 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 months from the date of supply of last major equipment whichever is earlier.	As per NIT
44	SPECIAL CONDITIONS OF CONTRACT (SCC)		Sheet 41 of 49	Clause 17.1	<b>DEFECT LIABILITY PERIOD AND LIABILITY FOR DEFECT</b> The DEFECT LIABILITY PERIOD shall be for a period of 12 (Twelve) months from the date of PRELIMINARY ACCEPTANCE/DEEMED ACCEPTANCE	DEFECT LIABILITY PERIOD shall be 12 months from PRELIMINARY ACCEPTANCE/ DEEMED ACCEPTANCE or 24 months from the date of supply of last major equipment whichever is earlier.	As per NIT
45	SPECIAL CONDITIONS OF CONTRACT (SCC)		P-46 of 49	Clause 20.0	<b>COMPLETION PERIOD:</b> 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.	As per NIT
46	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 applicable 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. Please confirm.	As per NIT
47	Section- II Bid Evaluation Criteria & Evaluation Methodology AND Annexure-B of Price Schedule		P-12	Clause 2.0, Sl no b)	Bid Evaluation Criteria & Evaluation Methodology b) NPV OF TOTAL WORKS COST	The unit cost (Rs/m3) of Cooling water as mentioned in Annexure-B of Price Schedule is abnormally high and thus corresponding NPV of differential work cost is also very high. As per Section II of tender enquiry under Bid evaluation criteria and evaluation methodology, Clause 2.0, sl no b), p-12, for 1 m3 difference in guaranteed consumption of Cooling water corresponding NPV of differential work cost is coming around 21.3 Lakhs which is exorbitantly high. Whereas for 1KWH difference in guaranteed power consumption corresponding NPV of differential work cost is approximately 3.34 lakhs. Due to this huge difference in NPV differential work cost value between CW and power, commercial evaluation of bidder is not properly justified. Hence this gives one bidder opportunity to offer a less energy efficient machine consuming higher power but comparatively low cooling water consumption and by this way such a bidder can win the bid. Whereas another bidder offering energy efficient machine i.e. consuming lesser power but comparatively little bit higher CW consumption can loose the bid because of higher NPV loading of CW. Hence proper evaluation of bidder is not being done here. For example for a mere 40 m3 difference in CW consumption, corresponding NPV of differential work cost is approx. 8.5 Cr whereas for 40 KWH difference in power consumption the same is approx. 1.3 Cr. Hence we would request Owner to have a review on CW cost on per M3 basis and optimize the same so that all bidders would get equal opportunity and would be on the same level playing field.	NIT provides equal opportunity to all bidders to assess and provide their best consumption figures. Bidder shall quote accordingly as per NIT conditions.
48	ITB - [A] General		24	2.8(l) (d)	Power of Attorney(POA) In case of Public /Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO. The Power of Attorney should be valid till award of contract/order to successful bidder.	We will issue POA in our standard format, signed by the constituted attorney of the Company and we can share the Board Resolution issued in favour of the constituted attorney.	As per NIT.
49	ITB - [B] - Bidding Document		29	12.4	All duties, taxes and other levies (if any) payable by the Contractor under the Contract, or for any other cause except final GST (CGST & SGST/ UTGST or IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder.	We seek to revise the clause as below: All duties, taxes and other levies (if any) payable by the Contractor under the Contract, or for any other cause <del>except</del> including final GST (CGST & SGST/ UTGST or IGST) shall be <del>included</del> <del>excluded</del> in the rates / prices and the total bid-price submitted by the Bidder and shall be payable as extra.	As per NIT.
50	ITB - [B] - Bidding Document		31	13.9	If input tax credit is not available to TFL for any reason not attributable to TFL, then TFL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/ setoff/ recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by TFL in future to the Contractor under this contract or under any other contract	We seek to delete this clause	As per NIT.
51	ITB - [B] - Bidding Document		32	13.16	New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.	We seek to add the provision as mentioned below: If after the award of this tender, there is any change in applicable Law relating to greenhouse gases that results in the Contractor having to incur any additional such cost shall be borne by Talcher.	As per NIT. (Refer clause 20.2 of GCC in this regard)
52	ITB - [F] - Award of Contract		41	36.1	Prior to the expiry of 'Period of Bid Validity', Notification.....issuing FOA and in such case the Contract shall enter into force on the date of Detailed Letter of Acceptance only.	We seek to revise the clause as Formation of Contract shall be effected from the date of receipt of the FOA.	As per NIT.
53	ITB - [F] - Award of Contract		41	37.0	<b>SIGNING OF AGREEMENT</b> The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document) 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 of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the 'Fax of Acceptance (FOA)' 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 EMD/ Security Deposit / Action as per Bid Security declaration.	We seek to revise the clause as mentioned below: <b>SIGNING OF AGREEMENT</b> 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 EMD/ Security Deposit/ <del>action as per Bid Security Declaration except for the delays that are caused due to reasons beyond the reasonable control of the Contractor.</del>	As per NIT.
54	ITB - [F] - Award of Contract		43	39.4	NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES	We seek deletion of this clause	As per NIT.
55	ITB - [F] - Award of Contract		45 & 46	44(2.1 and 2.2)	2.1 On invocation of the Arbitration clause by either party, TFL shall suggest a panel of three independent and distinguished.....shall be governed by the fee Schedule of "Delhi International Arbitration Centre". OR 2.2 If a dispute arises out of or in connection with this contract, the party.....selected at the time of invocation of dispute shall remain unchanged.	We seek to delete and replace the clauses with the provision as mentioned 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.	As per NIT.

56	ITB - [F] - Award of Contract		46	44 (2.6)	List of Excepted matters: a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores. b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government. 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 as marked below: List of Excepted matters: a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs <del>and above Rs 25 crores</del> ; b) <del>Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.</del> c) <del>Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/TFL has been made final and binding in terms of the Contract.</del>	As per NIT.
57	ITB - [F] - Award of Contract		47	44(2.7)	Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.	We seek to revise the clause as mentioned below: Disputes involving claims below Rs 25 Lakhs <del>and above Rs 25 crores</del> :- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs <del>and above Rs 25 crores</del> shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.	As per NIT.
58	ITB - [F] - Award of Contract		47	45.0	Disputes between CPSE'S/ Government Departments/ Organisation	We seek deletion of this clause in its entirety	As per NIT.
59	F-15		114	3rd Para	INDEMNITY BOND	<del>We seek to add the following provision as mentioned below:</del> Notwithstanding the above, this provision shall be subject to the terms of the contract and cap on liability	As per NIT.
60	F-20		124		Power of Attorney	We will issue POA in our standard format, signed by the constituted attorney of the Company and we can share the Board Resolution issued in favour of the constituted attorney.	As per NIT.
61	F-23		128	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 to addition of the provision as mentioned 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 <del>upon termination</del> 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. <del>However, the CONTRACTOR may suspend execution of the Work if any amount due to the CONTRACTOR is unpaid on the due date.</del>	As per NIT.
62	F-23		128	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 mentioned 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 <del>upon termination of the CONTRACT</del> the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.	As per NIT.
63	F-23		127			We seek to add the following in the clarification: "Employer" means TALCHER FERTILIZERS LIMITED, ODISHA (INDIA) (includes the legal successors or permitted assigns of the Employer Plant. However notwithstanding anything contained in this Contract, the term "Employer" is used solely as a nomenclature to describe the Tender Inviting Authority i.e. TALCHER FERTILIZERS LIMITED, ODISHA (INDIA) and does not in any manner whatsoever indicates or implied the nature of the relationship between the Tender Inviting Authority and the Contractor. It is agreed and understood by the Parties that the contractual relationship and all other dealings between the Parties are on a 'principal to principal' basis and that neither of them shall claim, represent or hold themselves out, to be an agent or representative of the other, or pledge the credit of the other or make or attempt to make any financial or other commitments on behalf of the other. Further, the Parties agree that this Contract is not for supply of labour or an agency agreement; rather, it is a Contract wherein the Contractor will supply, install and commission the INSTRUMENT AIR & PLANT AIR SYSTEM for its Ammonia Urea Plant, an integrated fertilizer and chemical complex comprising of Coal Gasification and Gas Purification Unit, Ammonia Synthesis Unit, Urea Plant in accordance with the agreed Scope of Work.	Employer/Owner/TFL occurring herein under shall be considered synonymous. (Refer clause 1.1 of Instruction to Bidders in this regard.)
64	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 13 of 75	Clause 4.0		We seek to add the provision as 4.4 to the existing Clause 4.0 Employer shall ensure that complete confidentiality is maintained by it and all its employees and personnel with regard to all information relating to Contractor, its premises, business, assets, affairs, pricing, technology and employees that may come to their knowledge or attention before, during or after the term of the contract and validity of the tender and that none of them will at any time divulge or make known to any third party any such information or any trust, accounts, matters or transactions whatsoever pertaining to Contractor or its business or employees, except Government and Statutory requirements on demand by any court of law unless otherwise previously consented to in writing by Contractor.	Refer clause 27 of Instruction to Bidders in this regard.
65	SECTION-IV GENERAL CONDITIONS OF CONTRACT		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 marked in red 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. <del>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.</del>	As per NIT
66	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 16 of 75	Clause 7.2	INDEMNITIES	We seek to add the provision as mentioned below: <del>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.</del>	Not acceptable
67	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 17 of 75	Clause 7.2.5	CONTRACTOR shall procure, at its expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in force at the place where any of the works is to be performed, and CONTRACTOR further agrees to hold OWNER harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rule. OWNER shall provide the necessary permits for CONTRACTOR's personnel to undertake any work in India in connection with CONTRACT.	We seek to add the provision as mentioned below: CONTRACTOR shall procure, at its expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in force at the place where any of the works is to be performed, and CONTRACTOR further agrees to hold OWNER harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rule. OWNER shall provide the necessary permits for CONTRACTOR's personnel to undertake any work in India in connection with CONTRACT. <del>Notwithstanding the above, the Employer shall maintain all the permits and licenses for the performing the obligations under the Employer's F3scope of work and shall indemnify the Contractor and hold them harmless from any liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rule.</del>	As per NIT

68	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 18 of 75	Clause 8	We seek to add the following clarification to the clause	<del>This clause shall be applicable only in the event and to the extent the Contractor fails to complete their obligations for reasons solely attributable to the Contractor and subject to te cap on the overall liability.</del>	As per NIT
69	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 18 of 75	Para 2 of Clause 8.2	The CPS shall be retained by OWNER during the currency of CONTRACT as indicated above or till settlement of all the accounts thereof, whichever is later. In case of any dispute or differences not settled within the validity of CPS, contractor shall arrange to get the CPS extended for the period asked for by OWNER. In case CPS is not extended as asked, OWNER shall have the sole discretion to 'call in' the bank to pay the whole or part of the amount of bank guarantee/CPS. The above deposit shall be deemed to be security for the faithful performance of the CONTRACT and for the purpose of section 74 of the Indian Contract Act, 1872 and for the extension of that section, the CPS shall be deemed to be the bond given by the CONTRACTOR for the performance of essential duty. In the event of breach of any of the terms and conditions of the contract, OWNER shall have the right to draw from the CPS whole or part of the value of CPS. The amount so drawn shall not in any way affect any remedy to which OWNER may otherwise be entitled or any liability incurred by contractor under the contract or any law for the time being in force relating thereto or bearing here upon. 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 above or till settlement of all the accounts thereof, whichever is later. In case of any dispute or differences not settled within the validity of CPS, contractor shall arrange to get the CPS extended for the period asked for by OWNER. In case CPS is not extended as asked, OWNER shall have the sole discretion to 'call in' the bank to pay the whole or part of the amount of bank guarantee/CPS. The above deposit shall be deemed to be security for the faithful performance of the CONTRACT and for the purpose of section 74 of the Indian Contract Act, 1872 and for the extension of that section, the CPS shall be deemed to be the bond given by the CONTRACTOR for the performance of essential duty. In the event of breach of any of the terms and conditions of the contract, OWNER shall have the right to draw from the CPS whole or part of the value of CPS. The amount so drawn shall not in any way affect any remedy to which OWNER may otherwise be entitled or any liability incurred by contractor under the contract or any law for the time being in force relating thereto or bearing here upon. 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. <del>Forfeiture of the CPS shall be the sole remedy available to the Owner to the exclusion of all further claims.</del>	As per NIT
70	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 19 of 75	Clause 8.3	Rights of the OWNER to forfeit CPS:	<del>We seek to add the following clarification to the clause This clause shall be applicable only in the event and to the extent the Contractor fails to complete their obligations for reasons solely attributable to the Contractor and subject to te cap on the overall liability. Additionally this shall be the sole remedy available to the Owner to the exclusion of all further remedies.</del>	As per NIT
71	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 19 of 75	Clause 12.1		We seek to delete and add provisions as marked below: No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the <del>written intimation consent-in-writing</del> , of to the ENGINEER/EMPLOYER except as provided for in the succeeding sub-clause. i. <del>SUB-CONTRACTS FOR TEMPORARY WORKS ETC.: The EMPLOYER may give written consent to Sub-contract for the execution of any part of the WORKS at the site, being entered in to by CONTRACTOR provided each individual Sub-contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him. The EMPLOYER shall be given a written intimation about the sub-contractors being appointed by the Contractor.</del> ii. <del>LIST OF SUB-CONTRACTORS TO BE SUPPLIED AT the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Sub-contract or works done by them</del> iii. <del>CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS Notwithstanding any sub-letting with such approval as-mentioned and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Sub-contracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.</del> iv. <del>EMPLOYER MAY TERMINATE SUB-CONTRACTS if any SUB-CONTRACTOR engaged upon the works at the site executes any-works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents; the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice, if the Contractor is also of the opinion that the Sub-contractor has misconducted themselves, then the contractor shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.</del> v. <del>NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise-failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site-</del>	As per NIT
72	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 21 of 75	clause 12.3.2	Approval of SUB-CONTRACTOR/SUB-VENDOR	In the event of any change in the Vendor List, the Engineer shall be informed about the same,	Provisions shall be as per NIT
73	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 26 of 75	Para 2 of Clause 17.0		We seek deletion of the provision as mentioned below: 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. <del>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 complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.</del>	As per NIT
74	SECTION-IV GENERAL CONDITIONS OF CONTRACT		sheet of 25 of 75	Clause 16.2.8	Neither OWNER nor CONTRACTOR shall be considered in default in performance of their obligations if such performance is prevented or delayed by FORCE MAJEURE conditions as stated in Clause 35.0.	We seek to add the following provision as mentioned below: Neither OWNER nor CONTRACTOR shall be considered in default in performance of their obligations if such performance is prevented or delayed by FORCE MAJEURE conditions as stated in Clause 35.0 or for reasons attributable to the other Party	As per NIT
75	SECTION-IV GENERAL CONDITIONS OF CONTRACT		sheet of 34 of 75	Clause 30.1		We seek to add the following clarification <del>This clause shall be applicable only for liabilities arising out of reasons solely attributable to the Contractor and the liability shall be capped at the maximum liability limit. Additionally this shall be the sole remedy available to the Owner to the exclusion of all further remedies.</del>	As per NIT

76	SECTION-IV GENERAL CONDITIONS OF CONTRACT		sheet of 34 of 75	Clause 30.2		We seek to add the following clarification <b>This clause shall be applicable only for liabilities arising out of reasons solely attributable to the Contractor and the liability shall be capped at the maximum liability limit. Additionally this shall be the sole remedy available to the Owner to the exclusion of all further remedies.</b>	As per NIT
77	SECTION-IV GENERAL CONDITIONS OF CONTRACT		sheet of 37 of 75	Para 2 of section 34.4.1	Employment of other contractors:	We seek to delete the provision as marked below: If the OWNER takes action under sub-clause 34.2.2, he may complete the work or any part of it by contracting with or employing any other contractor to execute further and complete work or any part of it and to provide all equipment, materials and labour as may be necessary for such further execution and completion. If practicable the further execution and completion shall be carried out in accordance with the specification and at prices obtained under competitive conditions. <del>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; On the completion of such work, all tools and equipment and the surplus of the materials so taken possession of shall be handed over to the CONTRACTOR but without payment or allowance for the fair wear and tear they may have sustained in the meantime, provided that if there by a deficiency as referred to in sub clause 34.4.2 of this clause, and if the CONTRACTOR fails to make good such deficiency such of the tools, equipment and materials as are necessary to make good the deficiency may be sold and a sufficient part of the monies received retained by the OWNER and applied in payment of such deficiency.</del> In addition the OWNER shall be entitled: a) To take possession of and remove from the CONTRACTOR's premises within a reasonable period anything (including but without limiting the generality thereof any design, drawings, specification, material or other goods) the property which is vested in the OWNER pursuant to the CONTRACT; b) <del>To full particulars of any sub-contract made by the CONTRACTOR with any person for the execution of any portion of the WORKS and to peruse and copy any instrument (including but without limiting the generality thereof any agreement, letter or other paper) relating to any such SUB-CONTRACT made by the CONTRACTOR with any person for the execution of any portion of the WORKS.</del> c) <del>To peruse and copy any standard working drawing or other drawing or data necessary in the opinion of the OWNER for completion of the WORKS and the property which is not vested to the OWNER pursuant to the CONTRACT provided that the OWNER shall in no case make use of any copy made pursuant to sub paragraphs (b) or (c) hereof other than for the purpose of completing the WORKS and that on the fulfilment of the whole of the obligations of the CONTRACTOR under the CONTRACT the OWNER shall return to the CONTRACTOR any such copy.</del> The CONTRACTOR shall offer to the OWNER all rights of access and all reasonable facilities to enable the OWNER to remove any such thing or peruse or copy any such instrument, drawing or data and shall supply such particulars on request by the OWNER in that behalf. For the purposes of sub-clause 34.4.2 the cost incurred by the OWNER in and about for such removal, perusal or copying or obtaining such particulars shall be deemed to be part of the cost of carrying out that portion of the work taken out of the CONTRACTOR's hands.	As per NIT
78	SECTION-IV GENERAL CONDITIONS OF CONTRACT		sheet 38 of 75	Section 34.4.2	<b>Extra Cost to the Owner for completing work for deduction</b>	We seek deletion of this clause in its entirety	As per NIT
79	SECTION-IV GENERAL CONDITIONS OF CONTRACT		sheet 39 of 75	Section 34.7.2.1		We seek to add the provision as mentioned below: <b>e. 7.5% of the total contract value as overhead expenses.</b>	As per NIT
80	SECTION-IV GENERAL CONDITIONS OF CONTRACT		sheet 41 of 75	section 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, 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.	WE seek to add the provision as marked in underlined: 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, sabotage, <b>epidemic, pandemic, transport accidents</b> , 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.	As per NIT. Regulations issued by government covers pandemic like situation.
81	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 42 of 75	Section 35.7 part 3		We seek to add the provision as mentioned below: <b>The OWNER herein agrees that its payment obligation under the CONTRACT shall not be suspended during the event of Force Majeure.</b>	As per NIT
82	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 45/46 of 75	Section 47.0 (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.	We seek to add the provision as mentioned below: 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 <b>and in accordance with Clause 34.7.4.</b>	As per NIT
83	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 51 of 75	Section 55.2.1 (iv)		We seek to add the following to the existing clause <b>Notwithstanding the above the Owner shall however be responsible for overall ward and watch.</b>	As per NIT
84	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 58 of 75	Section 55.16	<b>UTILITIES AND CONSUMABLES ETC.</b> Subject to any other provision to the contrary in the CONTRACT, the CONTRACTOR shall be and remain at all times exclusively responsible within the scope of work to provide all utilities, consumables, permits, licenses, easements and facilities and other items and things whatsoever required for or in connection with the WORK, including but not limited to those indicated by expression or implication in the bid documents and/or other CONTRACT documents or howsoever otherwise as shall be or may from time to time be necessary for or in connection with the WORK.	We seek to add the provision as mentioned below: <b>UTILITIES AND CONSUMABLES ETC.</b> Subject to any other provision to the contrary in the CONTRACT, the CONTRACTOR shall be and remain at all times exclusively responsible within the scope of work to provide all utilities, consumables, permits, licenses, easements and facilities and other items and things whatsoever required for or in connection with the WORK, including but not limited to those indicated by expression or implication in the bid documents and/or other CONTRACT documents or howsoever otherwise as shall be or may from time to time be necessary for or in connection with the WORK. <b>The owner shall provide necessary assistance as may be required by the Contractor in arranging for the utilities and consumables.</b>	As per NIT
85	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 70 of 75	Section 77	Change in constitution	Such clauses shall not be applicable for Public limited company	As per NIT
86	SECTION-IV GENERAL CONDITIONS OF CONTRACT		sheet 68 of 75	Section 75.1.1		We seek to add the provision of following clauses as mentioned below: (v) <b>Information independently developed by the Receiving Party without breach of any obligation owed under this Contract; or</b> (vi) <b>Information that is approved in writing for disclosure by the Disclosing Party.</b>	As per NIT
87	SECTION-IV GENERAL CONDITIONS OF CONTRACT		sheet 70 of 75	Section 79	Members of the OWNER not individually liable: No Director, or official or employee of the OWNER/ PMC shall in any way be personally bound or liable for the acts or obligations of the OWNER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.	We seek to make the following clarification <b>this provision shall also be applicable for the Director or official or employee of the Contractor, in the event the Contractor is a Company.</b>	As per NIT

88	SECTION-IV GENERAL CONDITIONS OF CONTRACT		Sheet 70 and 71 of 75	Section 81		We seek to add the provision marked in red 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 <b>after giving thirty days written notice</b> , 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 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. 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. 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-authorized buildings, constructions or structures should not be put up by the CONTRACTOR anywhere on the project site. For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the OWNER or his authorized representative. No person except for authorized watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.	As per NIT
89	SECTION-IV GENERAL CONDITIONS OF CONTRACT		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	As per NIT
90	SECTION-V SPECIAL CONDITIONS OF CONTRACT		Sheet 14 of 49	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 provision as mentioned below: 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 <b>upon the OWNER discharging all its payment obligations under the CONTRACT</b> .	As per NIT
91	SECTION-V SPECIAL CONDITIONS OF CONTRACT		Sheet 16 of 49	Clause 1.2.10.1.1	CONTRACTOR warrants that EQUIPMENT supplied under CONTRACT are new, unused, of the recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in CONTRACT. CONTRACTOR further warrants that EQUIPMENT supplied under this CONTRACT shall be according to specifications, have no defect (even concealed) arising from design, materials or workmanship or form any act or omission of CONTRACT that may develop under normal use of the supplied EQUIPMENT in the conditions prevailing in the country of final destination.	We seek to make the following changes as mentioned below: CONTRACTOR warrants that EQUIPMENT supplied under CONTRACT are new, unused, <del>of the recent or current models and incorporate all recent improvements in design and materials</del> unless provided otherwise in CONTRACT. CONTRACTOR further warrants that EQUIPMENT supplied under this CONTRACT shall be according to Specifications, have no defect (even concealed) arising from design, materials or workmanship or form any act or omission of CONTRACT that may develop under normal use of the supplied EQUIPMENT in the conditions prevailing in the country of final destination.	As per NIT
92	SECTION-V SPECIAL CONDITIONS OF CONTRACT		Sheet 16 of 49	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 Or 18 months from the date of supply which ever is earlier.	We seek to add the provision as mentioned below: 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 <b>or 18 months from the date of receipt of main Equipment at site whichever is earlier.</b>	As per NIT
93	SECTION-V SPECIAL CONDITIONS OF CONTRACT		Sheet 16 of 49	Clause 1.2.10.1.3		We seek to add the provision as mentioned below: The warranty shall be valid for the period as described under Clause -1.2.10.1.2 from the date of PRELIMINARY ACCEPTANCE <b>or 18 months from the date of receipt of the materials at site whichever is earlier</b> and shall be governed by Clause 17 of SPECIAL CONDITIONS OF CONTRACT. Should any DEFECTS be noticed in design, material and/or workmanship within the said warranty period, ENGINEER-IN-CHARGE shall inform CONTRACTOR and CONTRACTOR shall immediately on receipt of such intimation depute their personnel within 10 DAYS to investigate the causes of DEFECTS and arrange rectification / replacement / modification of the defective EQUIPMENT at SITE without any cost to OWNER, within a reasonable period. If CONTRACTOR fails to take proper corrective action to replace/ repair defective Equipment satisfactorily within a reasonable period, <b>OWNER shall be free to take such corrective action as may be deemed necessary at the Contractor's risk and cost, after giving notice to the CONTRACTOR.</b> OWNER shall promptly notify CONTRACTOR in writing of any claims arising under this warranty.	As per NIT
94	SECTION-V SPECIAL CONDITIONS OF CONTRACT		Sheet 19 of 49	Clause 1.2.12.1		We seek to add the following in addition to the existing provision <b>the Owner shall provide all reasonable and necessary support including documentation, that may be required by the Contractor for obtaining Statutory approvals.</b>	Refer clause 1.1.5 & 1.1.6 of SCC in this regard
95	SECTION-V SPECIAL CONDITIONS OF CONTRACT		Sheet 32 of 49	Clause 6.0		We seek to add the following in addition to the existing provision <b>In the event the Owner fails and/or neglects in issuing the Preliminary Acceptance Certificate for more than 30 days from the date of completion of the aforementioned milestone, the same shall be deemed to have been issued by the Owner.</b>	As per NIT
96	SECTION-V SPECIAL CONDITIONS OF CONTRACT		Sheet 34 of 49	Clause 13.1		We seek to add the following clarification to the clause <b>All taxes and duties including GST shall be extra and payable by the Owner as applicable. Any change in the taxes and duties shall be on account on the Owner.</b>	Taxes and duties shall be as per NIT
97	SECTION-V SPECIAL CONDITIONS OF CONTRACT		Sheet 34 of 49	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.	In case of <del>delayed completion beyond the COMPLETION PERIOD, even though extension of completion time is allowed by OWNER</del> , is extended for reasons solely attributable to Contractor, <b>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</b> 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. <b>However, any decrease in taxes and duties during the delayed period shall be passed on to the OWNER.</b> We seek to revise the clause as mentioned below: 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.	As per NIT.
98	SECTION-V SPECIAL CONDITIONS OF CONTRACT		Sheet 46 of 49	Clause 20	Completion period for the entire package shall be 15 (Fifteen) months from the date of issuance of FOA.	We seek to make following change as mentioned below: Completion period for the entire package shall be 15 (Fifteen) months from the date of <b>receipt issuance</b> of FOA.	As per NIT.



99	SECTION-V SPECIAL CONDITIONS OF CONTRACT		Sheet 48 of 49	Clause 22.2		We seek deletion of the provision marked in red <del>Except for criminal negligence or wilful misconduct</del> ; 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 Contractor to pay liabilities to the Owner, as defined in clause 22.1 above.	As per NIT.
100	Nil		Nil	Nil		We seek to add the following provision : Any consequences (time, cost, etc.) of any change in law after signature of contract shall be to client's account at least to the extent applicable in country of plant and client.	Not acceptable.
101	Nil		Nil	Nil		We seek to add the following provision : If any condition or provision of the Contract should be or should become invalid, this shall not affect the validity of the Contract as a whole. Both parties shall in such case be obligated to agree to replace any such invalid condition or provision by a valid condition or provision which will best serve the original purpose of the invalid condition or provision	Not acceptable.
102	IFB, Section - I	Bid Security /Earnest Money Deposit (EMD)	3	F	EMD value: Rs. 35.59 Lakh (Rupees Thirty Five Lakh Fifty Nine Thousand Only)	Request for EMD BG exemption for all bidder. We will submit the Bid Security Declaration. Kindly confirm.	As per NIT
103	Special Condition of Contract - PC-183/E-4012/S-V Rev.0		Sheet 37 of 49	14.0	As per Special Condition of Contract - PC-183/E-4012/S-V Rev.0, Clause No. 14.0	1. Payment Terms for Supply of material / equipment: We request you to consider following payment terms: - a) 10% of supply value shall be paid as interest free advance against submission of ABG of equivalent amount valid till completion of contract. The value of the advance BG shall be reduced quarterly based on the adjustment of the advance payment. b) 15% of total supply value will be released on placement of purchase orders as per the list of major tagged items. c) 70% of total supply value shall be released against pro rata supply of material at site. d) 2.5% of total supply value shall be released after issue of preliminary acceptance. f) 2.5% of total supply value shall be released after issue of final acceptance. 2. Payment Terms for Supply of Spares: We request you to consider following payment terms: - a) 10% of total spare value shall be paid as mobilization advance against submission of ABG of equivalent amount valid till completion of supply of spares. b) 90% of spare value shall be released against receipt of material at site. 3. Payment Terms for Erection & Commissioning: We request you to consider following payment terms: - a) 10% of supply value shall be paid as interest free advance against submission of ABG of equivalent amount valid till completion of contract. The value of the advance BG shall be reduced quarterly based on the adjustment of the advance payment. b) 85% shall be paid on pro-rata basis against running bill. c) 2.5% shall be released after issue of preliminary acceptance. d) 2.5% shall be released after issue of final acceptance.	Under Review. Amendment if required shall be issued shortly
							Under Review. Amendment if required shall be issued shortly
							Under Review. Amendment if required shall be issued shortly
104	PC-183/E-4016/P-1/S-IV, RO	BOCW	Sheet 15 of 79	5.6	Applicable BOCW shall be included in the quoted TOTAL CONTRACT PRICE.	Please confirm whether we should consider the BOCW/ labour cess @ 1% of total contract value for supply & installation.	Bidder to consider BOCW in their quoted Price
105	PC183/E-4016/P-1/S-V, RO	Scope of work	heet 3 & 4 of 4	1.1.1	.....(2W+1SB), Air Compressors.....	Mismatch of equipment quantity in various clauses in the tender. Kindly confirm the exact requirement.	Under Review. Amendment if required shall be issued shortly
106	PC183/E-4016/P-1/S-V, RO	Deemed Acceptance	Sheet 41 of 49	16.0	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.	In case Commissioning & PGTR of plant will be delayed by 6 months from successful Mechanical Completion of the "INSTRUMENT AIR & PLANT AIR SYSTEM" due to reasons solely attributable to the OWNER, the plant shall be considered as Deemed Accepted without extending any further Defect Liability Period (DLP) from the existing DLP.	As per NIT
107					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.	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 amount shall be released upon DEEMED ACCEPTANCE of the PLANT without any further extension of validity of CONTRACT PERFORMANCE SECURITY.	As per NIT
108	PC183/E-4016/P-1/S-V, RO	Defect Liability Period	Sheet 41 of 49	17.0	The DEFECT LIABILITY PERIOD shall be for a period of 12 (Twelve) months from the date of PRELIMINARY ACCEPTANCE/DEEMED ACCEPTANCE	The DLP shall be for a period of 12 months from the date of commissioning or 18 month from the date of supply which ever occurs earlier	As per NIT
109	PC183/E-4016/P-1/S-V, RO	Final Acceptance	Sheet 45 of 49	19.0	As soon as DEFECT LIABILITIES PERIOD for the PLANT has expired or the CONTRACTOR has made good all DEFECTS that have within such period appeared in the PLANT.....	Final Acceptance shall be issued immediate after successful completion of PGTR & Payment shall be released within 30 days from the submission of invoice.	As per NIT
110	PC183/E-4016/P-1/S-V, R1	Completion Period	Sheet 46 of 49	20.0	Completion period for the entire package shall be 15 (Fifteen) months from the date of issuance of FOA.	We request you to consider following completion period. i) 18 months from the date of order acceptance & ii) 12 months from receive of complete compressor house & all civil foundation & iii) 3 months from receive of electrical supply at the terminal points of all machines, control room	As per NIT
111	PC183/E-4016/P-1/S-V, R-0	Statutory Approvals	Sheet 19 of 49	1.2.12	Unless otherwise specified in Bidding Documents, it shall be the CONTRACTOR's sole responsibility to obtain all approvals from any authority....	Though the civil & structural, electrical, Fire, HVAC etc. are not in bidder's scope, thus we would like to request you, kindly provide the bidder's scope / responsibility	As per NIT