

Sr. No.	Section	Page No.	Clause No	Tender Clause	Pre Bid Clarification	PMC/OWNER Reply
1	GCC	8/75	Defination (40)	Notice in Writing	Notice in Writing, Written notices scanned copy delivered through e-mail shall also be valid.	May be accepted.
2	GCC	30/75	23.0	All costs, damages or expenses which the OWNER may have paid for which, under the CONTRACT, the CONTRACTOR is liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within fifteen days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may then deduct the amount from any bill due or becoming due by him to the CONTRACTOR under the CONTRACT or may be recovered by action of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.	Any such Cost, damages or expenses shall be intimated to Contractor in writing highlighting relevant provision of Contract for acceptance. In case of any contradiction same shall be mutually discussed and agreed upon.	No change. Shall be as per NIT
3	GCC	41/75	35.1	Force Majeure 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.	The affecting party due to Force Majeure events specified above shall notify the other party within 15 days of occurrence of the Force Majeure event. Completion Schedule shall be suitably extended and the Cost compensation shall be provided to Seller. If the conditions constituting Force Majeure last for a continuous period of two months or aggregate period of three months, either party shall be entitled to terminate the Contract and the Seller shall be paid for the entire work completed as well as work in progress including raw materials procured till the date of such termination.	Refer clause 33.0 of GCC in this regard
4	GCC	45/75	47.0	Suspension	Either party can suspend the Contract for breach or failure by the other party which could not be remedied during the period agreed between the parties or for any Force Majeure conditions after issuing 30 days' notice. Contractor shall be entitled for extension of Completion Schedule and price escalation as well as any incidental charges arising thereof for the duration of Suspension. If Customer fails to pay the Contractor, amount due within 30 (thirty) days after expiry of the due date of such payment, Contractor may suspend the supply after giving 30 (thirty) days' prior notice to the Customer. Such action shall not prejudice Contractor's entitlements to payments otherwise due and to terminate the Contract as per the provisions hereof.	No change. Shall be as per NIT
5	SCC	5/52	(g)	Construction Power & Water In case of any escalation by statutory authorities in the unit rates during execution of Contract, the same shall be borne by Contractor	No escalation in the given unit rates of Construction Power & Water shall be accepted, as the price submitted by the Contractor is considering the Unit rates provided by the Owner.	No change. Shall be as per NIT
6	SCC	5/52	1.1.7	The CONTRACTOR shall furnish CONTRACT PERFORMANCE SECURITY as per the enclosed format in line with the provisions of bidding document.	The format of the same shall be mutually discussed and agreed.	No change. Shall be as per NIT
7	SCC	7/52	1.2.6.1	CONTRACTOR shall prepare or secure and furnish to OWNER all data, specifications, drawings, plans and other documents as required/used for WORK as specified in Technical Specifications.	The ownership of all drawings, data and documents furnished by the CONTRACTOR shall remain with the CONTRACTOR and shall be used by the OWNER only for reference and intended purpose specific to the Project. The CONTRACTOR will not be providing any drawings, data and calculations for the items which are of proprietary in nature.	NIT clause shall prevail. However, we may accept bidder request for proprietary items
8	SCC	10/52	1.2.8.7.1	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.	The methods and procedures for Inspection and Testing shall be as per the Quality Assurance Plan (QAP) finalised after the award of Contract. Contractor shall arrange the Third Party Inspection by the agencies specified by the Owner, subject to the inspection cost including Travelling, Boarding & Loading is borne by the Owner.	NIT clause shall prevail. Please note that Contractor shall arrange for TPI from the agencies specified in the NIT and all cost towards the same shall be borne by the Contractor.
9	SCC	13/52	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.	Contract Price shall remain firm upto agreed Completion Schedule except for statutory variations, new levies and any variation in Scope of Work. If the Contract Period is extended due to Force Majeure and Suspension of Work, Contractor shall be entitled for Cost compensation and time extension.	These provisions are available in the respective clauses of NIT.

Sr. No.	Section	Page No.	Clause No	Tender Clause	Pre Bid Clarification	PMC/OWNER Reply
10	SCC	15/52	1.2.9.2	CONTRACTOR shall supply Consumables, lubricants and chemicals, as required for 100% full load run for 6 months operation after successful commissioning (and include the cost in CONTRACT PRICE). Consumables, lubricants and chemicals to be supplied in phased manner and shall be mutually agreed between OWNER and CONTRACTOR considering the consumption and storage capacity.	Contractor proposes only first fill of Lubricants, chemicals, consumables etc. in Contractor's scope. A list of recommended quantities shall be furnished to OWNER for subsequent fill ups and to take care of operation of the plant	No change. Shall be as per NIT
11	SCC	15/52	1.2.9.4	CONTRACTOR shall provide Itemised Price List for Bidder's Recommended operational spares 6 months prior to Mechanical Completion with validity of 2 Years.	Noted. However the validity of the same shall be 30 days from the date of submission of the Offer.	No change. Shall be as per NIT
12	SCC	17/52	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. The warranty period for individual catalyst shall be up to its guaranteed life, as specified in FINAL PROPOSAL, from the date of COMMISSIONING	<p>Contractor's Warranty/Defects Liability Period for defects in design, material and/or workmanship shall remain for a period of 12 months from the scheduled date of Commissioning or 18 months from the date of last major dispatch, whichever is earlier.</p> <p>Any liability of the Contractor for defects on whatever legal basis shall end upon the expiry of the Warranty/Defects Liability Period.</p> <p>Any rectification, repair or replacement during such Warranty/Defects Liability Period shall be carried out by the Contractor within the mutually agreed time schedule. In spite of all practicable effort on the part of the Contractor, if any items or portion of Machinery and Equipment is found defective, the Contractor shall replace such defective portion within a reasonable period of time as mutually discussed and agreed between the parties.</p> <p>For purposes of Warranty/Defects Liability, following causes shall not be considered as defects and shall be exclusions from the Warranty/Defects Liability:</p> <p>a) Decomposition by chemical action, ordinary wear and tear, damage caused by presence of abrasive material, mishandling, mal-functioning, mal-operations or improper use;</p> <p>b) Damage that may have been caused by inadequate storage, use or preservation by the Customer or Customer's other Sub-Contractor, if any;</p> <p>c) Damage/Defect derived from modifications made to the Machinery and Equipment made without the written approval of the Contractor;</p> <p>d) Damage/Defect caused by defective assembly and/or erection by the Customer's personnel while assembling or erecting the Machinery and Equipment, provided that the Contractor's personnel have not been duly informed.</p> <p>e) Damage caused due to continued operation in spite of detection of any defect which is not forthwith informed to the Contractor.</p> <p>In the event of any modifications, repairs or alterations including mishandling, undertaken by the Customer or any third party without the consent of the Contractor, Contractor shall not accept any liability for defects and shall be absolved of all related obligations and liabilities. Operation & Maintenance (O&M) Manuals shall be provided by the Contractor and the Customer shall operate and maintain the Machinery and Equipment as per the O&M Manuals.</p> <p>Contractor's obligation towards Performance Warranty shall be valid and applicable only if the Machinery and Equipment is operated and maintained in an adequate manner by sufficient, competent, qualified and experienced staff of the Customer and the Machinery and Equipment is used only for Intended Purpose.</p>	No change. Shall be as per NIT
13	SCC	18/52	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.	Contractor shall provide the extended Warranty of such repaired/replaced item for a duration of 6 months. Extended defect liability period for repaired / replaced parts shall have an upper limit of 18 months from the scheduled date Commissioning.	No change. Shall be as per NIT
14	SCC	18/52	1.2.10.1.11	During the GUARANTEE PERIOD, the CONTRACTOR shall provide if required by the OWNER, the services of operation engineers to advise the OWNER for such period and in such number as may be mutually agreed upon. The CONTRACTOR's operation engineers shall also train the OWNER's personnel, act as a liaison between the OWNER and the CONTRACTOR, assist the OWNER in ordering and obtaining spare parts, generally monitoring operation and maintenance and trouble shooting and supervising repair work under guarantee.	During the Guarantee Period, Contractor shall only repair/ rectify/ modify/ replace the Equipment. Contractor shall not be responsible for any activity as mentioned in this clause.	No change. Shall be as per NIT
15	SCC	19/52	1.2.12	Statutory Approvals	The List of Approvals in the Scope of Contractor shall be mutually discussed and agreed upon.	No change. Shall be as per NIT

Sr. No.	Section	Page No.	Clause No	Tender Clause	Pre Bid Clarification	PMC/OWNER Reply
16	SCC	21/52	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.	Owner shall provide at the project site on free of cost basis: adequate open storage yard for storage of outdoor equipment and levelled and compact open yard for erection / assembly, for construction of office premises, storage, site office with communication facilities, go down and make-shift accommodation for the labour within the battery limits near the Project site. Owner shall provide motorable approach road within the project site and shall arrange to take proper insurance coverage for the project which shall be kept valid up to the completion of commissioning.	NIT Condition shall prevail.
17	SCC	25/52	1.2.19	Commissioning	The Commissioning Shall mean no load trail for a period of 24 hours subject to uninterrupted supply of required inputs by the Owner.	No change. Shall be as per NIT
18	SCC	25/52	1.2.20	Performance Guarantee Test Run	The details of Performance Testing shall be as mentioned in the technical portion of the Contractor's offer. Carrying out of Performance Testing shall be subject to Owner fulfilling all his contractual obligations in time as per agreed Completion Schedule. Performance Testing shall be conducted within three months from the scheduled date of Commissioning. In the event the Performance Testing could not be conducted up to completion of three months from such date for reasons not attributable to the Contractor, it shall be deemed to have been completed and the Contractor shall be absolved from all his responsibilities and liabilities under the Contract thereafter. The Guarantee provided by the Contractor shall stand discharged on the Machinery and Equipment achieving the Guaranteed Performance. Guaranteed Performance shall be deemed to have been achieved upon three days of continuous working of the Plant at the rated Capacity. For carrying out Performance Testing, Owner shall: a) Provide the following free of cost: a regular supply of raw material, inputs, utilities, fuel, and power supply at all consuming points required for its operation, oils and greases, chemicals, consumables, supplies etc. required for the operation of Plant. b) Ensure that the Plant is operated and maintained in the manner recommended by the Contractor, by sufficient, competent, qualified, experienced staff/personnel of the Owner. c) Ensure that the Plant is kept under good maintenance by the Owner during operation. d) Ensure that the machinery and equipment being procured from other sources by the Owner not covered in the scope of the Contractor shall work satisfactorily and shall achieve the desired Guaranteed Performance parameters to enable the Contractor's supplied Machinery and Equipment achieve its Guaranteed Performance. If the Owner fails to make necessary arrangements for carrying out the Performance Testing, it shall be deemed to have given Guaranteed Performance, the Performance Guarantee shall stand discharged, and the Contractor shall be absolved from their obligations of Performance Testing thereafter. The results of the Performance Testing as jointly recorded and signed between the Owner and Contractor in respect of technical performance and efficiencies shall be final.	No change. Shall be as per NIT
19	SCC	26/52	1.2.26.1	CONTRACTOR shall grant or cause to be granted to OWNER an irrevocable right to use all such above technical information for PLANT and shall further advise OWNER for a period of five (5) years from date of COMMISSIONING of any improvements in process, know-how, engineering, operation methods, and other conditions which will result in more efficient operation of PLANT that are developed by CONTRACTOR or process licensor or have come to the knowledge of CONTRACTOR, at no extra cost to OWNER. OWNER shall also grant to CONTRACTOR, at no extra cost to CONTRACTOR,	The Contractor shall provide such service Only at Addinital Cost under saperate order as and when required by the Owner.	No change. Shall be as per NIT
20	SCC	36/52	13.3	In case of delayed completion beyond the COMPLETION PERIOD for reasons solely attributable to Contractor, even though extension of completion time is allowed by OWNER, all extra costs on account of changes of statutory regulations/ acts shall not apply to the Contract price and shall be borne by the CONTRACTOR.	In case time extension is provided by the Owner, all extra costs on account of changes in statutory regulations/ acts shall be apid extra at actuals by the Owner.	NIT clause shall prevail.

Sr. No.	Section	Page No.	Clause No	Tender Clause	Pre Bid Clarification	PMC/OWNER Reply
21	SCC	38/52	14.3.2	For Supplies	<p>1. 10% of the Supply Contract Price shall be paid as interest free Advance within 7 days of submission of Advance Bank Guarantee (ABG) for equivalent amount, as per mutually agreed format. ABG shall be on monthly/quarterly reduction basis to the extent of supplies effected and advance adjusted in the Contractor's invoices from time to time. ABG shall be valid till completion of supplies.</p> <p>2. 5% of the Supply Contract Price shall be paid within 7 days against submission of General Arrangement (GA) drawings and load data.</p> <p>3. 5% of the Supply Contract Price shall be paid within 7 days against submission of un-priced PO for major bought-out items.</p> <p>4. 75% of the Supply Contract Price on pro-rata basis along with 100% taxes, duties, levies and cesses as well as any other recoverable charges shall be paid within 7 days from the submission of dispatch documents.</p> <p>5. 5% of the Supply Contract Price shall be paid within 7 days upon Commissioning</p>	No change. Shall be as per NIT
22	SCC	41/52	14.3.3	For Services	<p>1. 10% (ten percent) of the Services Contract Price along with applicable taxes, duties, levies and cesses thereon at actuals shall be paid as interest free Advance against ABG for equivalent amount as per mutually agreed format. The ABG shall be on monthly/quarterly reduction basis to the extent of services rendered and Advance adjusted in the Contractor's invoices from time to time.</p> <p>2. 10% (ten percent) of the Services Contract Price along with applicable taxes, duties, levies and cesses thereon at actuals shall be paid within 7 days from the date of Site Mobilization.</p> <p>3. 70% (seventy percent) of the Services Contract Price along with applicable taxes, duties, levies and cesses and other recoverable charges shall be paid on pro-rata basis within 7 days from the submission of monthly progressive bills.</p> <p>4. 5% (five percent) of the Services Contract Price along with applicable taxes, duties, levies and cesses thereon at actuals shall be paid within 7 days on completion of Mechanical Erection.</p> <p>5. 5% (five percent) of the Services Contract Price along with applicable taxes, duties, levies and cesses thereon at actuals shall be paid within 7 days on Commissioning</p>	No change. Shall be as per NIT
23	SCC	43/52	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 a PLANT is delayed by 3 months from successful MECHANICAL COMPLETION of the PLANT due to reasons attributable to the OWNER, the PLANT shall be considered as DEEMED ACCEPTED. All Payments linked with this activity shall be released by the Owner upon Deemed Acceptance.	No change. Shall be as per NIT
24	SCC	44/52	17.0	Defect Liability Period & Liability for Defect	The same shall be as commented against the Clause 1.2.10.1.2 of SCC	No change. Shall be as per NIT
25	SCC	50/52	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 PRELIMINARY ACCEPTANCE 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 levy of LD is subject to Customer fulfilling all its contractual obligations in time and further subject to Force Majeure conditions. Any decision by the Customer for levy of LD shall be after giving prior notice to the Contractor. In the event of delay in Commissioning for reasons solely attributable to the Contractor, the Contractor will be liable for LD at the rate of 0.5% (half percent) of the Contract Price per completed fortnight of delay subject to a maximum of 5% (five percent) of the Contract Price. LD shall be the sole and exclusive remedy available to the Customer.	No change. Shall be as per NIT
26	SCC	51/52	21.2	For every 0.50% increase in Works cost above the Guaranteed Works Cost or part thereof, CONTRACTOR will pay Mutually Agreed Damages equal to 1.0% of the TOTAL CONTRACT PRICE (excluding taxes).	The performance parameters and gradation for levy of LD for shortfall in performance will be as specified in the Technical Offer of the Contractor. However, the maximum LD for Shortfall in Performance on all counts shall be limited to 5% (five percent) of the Contract Price.	No change. Shall be as per NIT

Sr. No.	Section	Page No.	Clause No	Tender Clause	Pre Bid Clarification	PMC/OWNER Reply
27	SCC	51/52	21.2		<p>The following to be added in the existing clause:</p> <p>The maximum liability of the Contractor towards LD on all counts i.e. towards delay in Commissioning and for Shortfall in Performance shall be limited to 7.5% (seven and a half percent) of the total Contract Price. LD shall be the sole and exclusive remedy available to the Customer.</p>	No change. Shall be as per NIT
28	SCC	51/52	22.2	Except for criminal negligence or wilful misconduct, the Contractor shall not be liable to the Owner, whether in contract, tort, or otherwise, or any indirect or consequential loss or damage, loss of use, loss of production, or loss of profit or interest cost, provided that this exclusion shall not apply to any obligation of the Contractor to pay liabilities to the Owner, as defined in clause 22.1 above	Neither party shall be liable to the other party by way of indemnity or by reason of any breach of the contract or of statutory duty by reason of tort, loss of profit, loss of contracts, loss of use, loss of production, loss of interest and for any financial or economic loss and for any indirect and consequential damage whatsoever.	No change. Shall be as per NIT
29	Bid Evaluation Criteria & Evaluation methodology	17	7.0 (a)	a) Total LSTK PRICE/TOTAL CONTRACT PRICE inclusive of all taxes & duties including GST quoted in the format of Schedule of Rates of Section-VII of NIT , pursuant to e-Reverse Auction (if applicable)	a) We understand that Reverse Auction is not applicable. Kindly confirm. b) If the same is applicable, please elaborate the procedure for the reverse auction.	Reverse auction is applicable for this tender. Amendment in this regard shall follow shortly
30	Section -III	50	44.0	Dispute Resolution Mechanism	Any dispute in which amicable settlement could not be reached by and between the Parties in connection with or in relation to the Contract shall be referred to arbitration according to the provisions of Arbitration and Conciliation Act, 1996 and any subsequent amendments in force. Arbitration shall be conducted by three arbitrators, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. Venue and seat of arbitration shall be New Delhi, India and language of arbitration shall be English.	No change. Shall be as per NIT
31	Section -V SCC	50/52	20.0	COMPLETION PERIOD: Completion period for the entire package shall be 20 (Twenty) months from the date of FOA.	The Project involves Wagon Tippler, Track Hopper, Pent House & Underground Tunnels. The Civil work involved substantial is time consuming as maximum work is Underground and blasting may be necessary. Hence, the Owner/PMC is requested to amend the Completion period to 24 months.	No change. Shall be as per NIT
32	Section -IV GCC	15/75	5.6	5.0 PRICES, TAXES AND DUTIES AND OTHER LEVIES Applicable BOCW shall be included in the quoted TOTAL CONTRACT PRICE. The contractor shall pay the cess under BOCW Act for subject works and submit proof of submission of cess to owner before submitting the next R.A. bill. In case, contractor does not submit the said proof, applicable BOCW shall be deducted at source by the OWNER from the contractor's invoice and deposit the deducted amount to the concerned authority.	BOCW will be deducted on Civil & Structural construction work only. Owner/PMC is requested to please confirm.	Bidder's understanding is correct.
33	Section -V SCC	31/52	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	Request Owner/PMC to please provide the land for Site Office/Store/ Fabrication Yard within plant premises free of cost. Also, Owner/PMC is requested please provide the land for Labour Hutment outside the plant free of cost.	land for Site Office/Store/ Fabrication Yard shall be provided subject to availability. land for Labour Hutment outside the plant shall be borne by Contractor.
34	General			Price Variation/ Escalation	All the major PSU's, like NTPC, SAIL, DVC, are providing the Price variation/Escalation conditions in their EPC tenders. In view of the current volatility of raw material price, Owner/PMC is requested to please consider the price escalation for Design & Engineering, Geotechnical Survey, Supply of mechanical and electrical equipment, civil structural and installation work. In case there is no Price Variation formula, the bidders are expected to load an average 15% additional price in their quoted figures. This will unnecessarily increase the cost of the project for the Owner.	Not acceptable.

Sr. No.	Section	Page No.	Clause No	Tender Clause	Pre Bid Clarification	PMC/OWNER Reply
35	Section -V SCC	36/52	14.0	Terms of Payment	<p>Owner/PMC is requested to accept the following payment terms for Design & Engineering, Civil/Structural, Supply of Equipment and Installation & Commissioning:</p> <p>Design and Engineering:</p> <p>a) 90 % payment on completion of approval of system, mechanical, electrical, civil, structural design, drawings etc. as per contract on pro- rata basis.</p> <p>b) 5 % payment on Preliminary acceptance of the works after start-up and trial operation.</p> <p>c) 5% on issue of final acceptance certificate of the works after performance and guarantee test</p> <p>Civil/Structural Works:</p> <p>a) 95 % payment on progress of work completed, duly measured and certified by the engineer.</p> <p>b) 5 % on issue of final acceptance certificate of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.</p> <p>Supply of Equipment:</p> <p>a) 90% payment on receipt of the equipment conforming to stipulated specifications and quality in good condition at site to be certified by the site engineer.</p> <p>b) 5% on preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.</p> <p>c) 5% on issue of final acceptance certificate of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.</p> <p>Installation & Commissioning:</p> <p>a) 90% progress payment based on the installation and commissioning of plant and equipment duly certified by site engineer.</p> <p>b) 5% payment on preliminary acceptance of the works after start-up and trial operation as per clause 14.1/14.2 of General Technical Conditions.</p> <p>c) 5% on issue of final acceptance certificate of the works after performance and guarantee test as per clause 14.3 of General Technical Conditions.</p>	No change. Shall be as per NIT
36	ITB	84/342	40.1	<p>PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES</p> <p>Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaimed the Public Procurement Policy for Micro and Small Enterprises (MSEs)</p>	<p>This is for your kind information that we are registered as "MEDIUM" category as per Udyam Registration Certificate and the date of Udyam registration was on 04/05/2021.</p> <p>Prior to that our organisation was registered as "SMALL" category under "MSME" (Ministry of Micro, Small and medium enterprises).</p> <p>Now under clause no 40.1 & 40.2 can our organisation avail the benefit towards (i) exemption of EMD/BG and tender fees. Please clarify</p>	<p>Refer Clause No. 40.2 of ITB. It is mentioned as under -</p> <p>In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.</p>
37	ITB	84/342	40.2	<p>In case Bidder is a Micro or Small Enterprisefor availing benefit under Public Procurement Policy for MSEs-2012</p> <p>In case of an upward change in terms of investment in plant and machinery...</p> <p>Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefit</p>	<p>We are also enclosing herewith UDYAM Registration and MSME Certificate for your reference</p>	<p>Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:</p> <p>"In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the reclassification, for a period of three years from the date of such upward change".</p> <p>Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefit.</p>
38	ITB	53	48.0	While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes.....	Noted. However this clause should not be mandatory	The clause is self explanatory.
39	ITB	54	50.0	PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS MAD	Requires detail clarification regarding the reasons attributable to reduction of value	No change. Shall be as per NIT
40	GCC	234/342	23.0	DEDUCTIONS FROM CONTRACT PRICE: All costs, damages or expenses which the OWNER may have paid for which, under the CONTRACT, the CONTRACTOR.....	The basis of such claims by owner needs to be clarified as well as the method deduction or value finalization for deduction if it is to be deducted at all	No change. Shall be as per NIT

Sr. No.	Section	Page No.	Clause No	Tender Clause	Pre Bid Clarification	PMC/OWNER Reply
41	GCC	237/342	28.9	Irrespective of single or separate insurances, the CONTRACTOR shall take the same in the joint name of OWNER and CONTRACTOR, with OWNER as Primary Beneficiary and CONTRACTOR as Joint Beneficiary....	The clause needs to be clarified.	The clause is self explanatory.
42	GCC	245/342	35.0	FORCE MAJEURE	Pandemic is not mentioned in Force Majeure Clause. Kindly incorporate the same	It is covered under acts and regulations of respective Government of the two parties.
43	GCC	241/342	34.3.1	Duration of suspension of payment due to CONTRACTOR:- Owner shall have right to suspend making any payments to the contractor...	We do not accept such suspension of payment in any way unless mutually agreed	No change. Shall be as per NIT
44	GCC	250/342	48.1	If during the progress of the WORK, the OWNER shall decide and inform in writing to the CONTRACTOR that the CONTRACTOR has ...	Under which milestone or provision client can intimate regarding defects when work is under progress since the defect rectification is part of Defect Liability only so as any damage or lost appropriation is subject to the identification by contractor. It should not be under client's discretion as without the rectification of defect or damage; plant cannot be commissioned. Pls Clarify	No change. Shall be as per NIT. Pls. Note that all payment due to the Contractor during execution shall be verified by Owner against the milestones defined and deviation/descrrepancy shall be intimated the contractor .
45	GCC	250/342	49.0	DEFENCE OF SUITS	Contractor shall not be responsible for any court proceeding against any entity of buyer whatsoever if it is beyond the responsibility of the contractor's scope of work	Shall be as per NIT
46	SCC	286/342	1.2.7.1 & 1.2.8.9.1	ENGINEER-IN-CHARGE shall review all documents and give its comments to CONTRACTOR within 14 (Fourteen) working..	14 days time for a comment/approval cycle from End User & Consultant is on the higher side considering the overall project delivery schedule. Therefore review of design documents is to be made across the table or atleast within 05 working days.	No change. Shall be as per NIT
47	SCC	286/342	1.2.17, 1.2.18, 1.2.19, 1.2.20	PRE-COMMISSIONING MECHANICAL COMPLETION	These clauses defines the Milestones as Pre-commissioning, Mechanical Completion, Commissioning & PGTR. Pls clarify if there is any other milestone	Pls note that payment milestones are Mechanical completion , PAC and Final Bill. Detail milestone shall be discussed and finalised during KOM with successful bidders.
48	SCC	315/342	14.0	TERMS OF PAYMENT	Bidder should have the right to break-up the payment terms (keeping the milestone same) for the ease of billing & to maintain cash flow for the project. Billing for supervisory service & training is also provisioned in the contract. Same may be clarified if End User is specific about any value to be kept for that.	No change. Shall be as per NIT
49	SCC	329/342	21.1.3	The time stipulated in the CONTRACT for the execution and completion of the works..... The total deductions under this head shall not exceed 5% of the TOTAL CONTRACT PRICE (excluding taxes)	Kindly clarify Mutually Agreed Damage (LD) towards not meeting the PG parameters (if any)	MAD is applicable for not meeting the Works Cost guarantee figures. Also refer Techin this regard.
50	SCC	330/342	21.2 & 22.0	Failing to Meet Guaranteed Works Cost & OVERALL CEILING ON TOTAL LIABILITY	TFL's clarification required about the entire process & methods.	The clause is self explanatory.