

Replies to Pre Bid Queries -Lot 4 Dated 19.05.2023**NIT No.: PNMM/PC-183/E/4018/NCB Dated 17.03.2023****Sub: COAL/PETCOKE/LIMESTONE HANDLING FROM RAILWAYSLIDING TO STORAGE YARD ON LSTK BASIS**

Sl. No.	Reference of Tender Document				Bidder's Query	PMC/Owner's Reply
	Section No.	Page No.	Clause No.	Subject		
Instruction to Bidder						
1.	II	14 & 15	5.0 (ii) (b) & (c)	Financial Criteria of BEC	BHEL being a PSU, we request M/s TFL to kindly waive off the requirement of certification of documents by Chartered Accountant.	No changes. Shall be as per NIT.
2.	II	16	6.0	Authentication of Documents submitted against BEC	BHEL being a PSU, we request M/s TFL to kindly waive off the requirement of certification of documents by third party inspection agency.	No changes. Shall be as per NIT.
3.	III	33	12.5	Schedule of Rates/ Bid Prices	Statutory variations if any in the rate of taxes/ duties/ levies during the pendency of the contract shall be to M/s TFL account and the same shall be reimbursed extra at actuals to BHEL.	The Provision already exists in the NIT. Please refer clause 13.0 of SCC of tender in this regard.
4.	III	39-40	19.1 19.2	Zero deviation and rejection criteria	Wish to submit that it is our endeavour to comply to the functional intent of specifications and submit most compliant proposal. Bidder's Proposal shall be based on the tender provisions, pre bid clarifications, subsequent emails / clarifications as issued by PDIL/TFL and meets the functional intent. However, certain comments / clarifications/ deviations on the tender conditions shall be enclosed with the proposal with a view to optimize the bid so that there is a balance between the rights and obligations of the Purchaser and the Contractor. During Techno-commercial discussions/ clarifications shall be further discussed.	No changes. Shall be as per NIT.
5.	III	50	43.3	TDS	TDS certificate shall be issued timely by Owner to Contractor on quarterly basis.	TDS Certificate shall be issued to Contractor as per Income Tax Act.
6.	III	51	44	Settlement of Commercial Disputes	"and subsequent amendment if any" may please be added at the end of this clause.	No changes. Shall be as per NIT.
General Condition of Contract						

7.	Sec- IV	10 of 75	2.0 (d)	Contract Document	Please modify as following: d) Post bid clarification and replies exchanged between Owner and the Contractor and CONTRCATOR OFFER submitted for this tender	No changes. Shall be as per NIT.
8.	Sec- IV	8 of 75	3.0(9)	Commissioning	Refer our comments against Clause No. comments at 1.2.19 of SCC	Refer reply sl. No. 48 of this query.
9.	Sec- IV	9 of 75	3.0 (22)	Defect liability period	a) Warranty Period/ Defect Liability Period shall be 12 months from the date of commissioning/ commercial operations of respective equipment or 18 Months from Mechanical Completion, 22 months from the date of completion of major supplies required for Commissioning. b) Warranty period for the repaired/ replaced part shall be for a period of 6 months after putting said item in operation or the original Warranty Period whichever is later.	<ul style="list-style-type: none"> No changes. Shall be as per NIT. No changes. Shall be as per NIT.
10.	Sec- IV	8 of 75	45	Notice in Writing	Notice in Writing, Written notices scanned copy delivered through e-mail shall also be valid.	May be accepted
11.	Sec- IV	10 of 75	62	Mutually Agreed damages	The clause needs to be suitably modified as Liquidated damages clause.	No change Shall be as per NIT.
12.	Sec- IV	12 of 75	3.0	Modification in Contract	Contract amendment shall be issued by Owner within 7 days from the date of mutual acceptance between Contractor and Owner. Any delay in Contract amendment shall allow the Contractor to seek an extension in the Contractual completion schedule.	No change Shall be as per NIT.
13.	Sec- IV	16 of 75	7.2.1	Indemnities for liabilities	a) Liabilities as clearly defined in the Contract applicable for this project shall only be to Contractors account. b) In case the damage is not covered under the MCE policy due to denial by Insurer or due to exclusion list of policy, the Contractor shall not be liable for the same. c) In the event the Insurance is denied under gross negligence/ wilful act, Contractor shall be liable only in case such if an incidence / occurrence is due to reasons solely attributable to Contractor. d) Neither CONTRACTOR nor OWNER shall be liable in any	<ul style="list-style-type: none"> No change Shall be as per NIT. Refer clause 28.0 of GCC regarding insurance in this regard. Refer clause 28.0 of GCC regarding insurance in this regard Refer clause 22.0 of SCC in

					circumstances for any indirect or consequential loss or loss of profit suffered by either party in connection with or arising out of performance of WORK under CONTRACT.	this regard
14.	Sec- IV	18 of 75	8.2	Contract Performance Security(CPS)	We understand that the CPS value shall be suitably amended to 10% value of replaced/ repaired item during Defect liability period.	Bidder's understanding is not correct. The value of CPS shall be as per clause 38 of ITB; In addition, clause 1.2.10.1.6 of SCC and other relevant clauses of CPS shall apply.
15.	Sec- IV	20-22 of 75 62 of 75	12.3 12.3.1, 12.3.2 52.4.6	Sub Contracts and Purchase order Make of material	<p>a) We are an ISO 9001-15001 company with an elaborate system for vendor evaluation. As is the practice with all International contractors, we prefer to operate based on its standard approved vendor list. This is based on the following:</p> <p>Considering the short cycle nature of the project, it is difficult for us to approach new vendors as specified in the Bid document, evaluate their capabilities for the package under consideration.</p> <p>In view of above, it is proposed to go on with Bidder's manufactured items wherever applicable. In case bidder's manufactured item is not applicable, bidder's standard vendor list to be followed which shall be enclosed in the offer. Any equipment manufactured by Bidder shall be deemed to be accepted irrespective of the same not being considered specifically in vendor list.</p> <p>b) For site works we shall invite open tender as per PSU guidelines. The shortlisted subcontractors list shall be forwarded to Owner for information.</p>	No change. Shall be as per NIT.
16.	Sec- IV	28 of 75	20.1 & 20.2	Complying with regulation – All fees shall be paid by Contractor in this connection	<p>All Statutory approvals/ clearances required in the capacity as Owner of the Plant, shall be arranged by Owner. Contractor shall render necessary assistance for the same. Owner to please pay the expenses directly to the authorities.</p> <p>As per provision of Cl. No. 59.1 of GCC, all statutory fee viz IBR etc. shall be paid/ reimbursed by Owner extra at actuals.</p>	No change. Shall be as per NIT.

17.	Sec- IV	29 of 75 64-65 of 75	22.1(c) 52.11	Supply of Consumables, Chemicals, lubricants etc.	TCL/ PDIL to confirm whether to include Consumables, Chemicals, lubricants up to first fill only or up to Commissioning of plant.	First fill of all Consumables, Chemicals, lubricants and requirement during Pre-Commissioning, Commissioning, Sustained Load Test Run and Guarantee Test Run (PGTR) are in Bidder's Scope.
18.	Sec- IV	30 of 75	26.1	The Contractor shall be liable and pay all taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contractor.	<ul style="list-style-type: none"> - As per present statutes only GST is applicable for which Contractor shall deposit the due GST amount and raise GST invoices to the Owner. As per Contract terms full GST amount shall be reimbursed by Owner. - Any taxes, duties, levies for example BOCW Cess which are to be discharged by Owner in capacity of Owner shall be discharged by Owner. No deduction from contractor's bill to be made on this account. 	<ul style="list-style-type: none"> • GST shall be reimbursed subject to Submission of Tax Invoice as per the provision of GST Rules. • Provisions of NIT clause shall prevail this regard
19.	Sec- IV	33-36 of 75	28.0 28.1	Insurance	<p>The Policy shall be arranged in the name of Customer as Principal Beneficiary and Contractor as Insured. All claims will be settled in favour of Contractor only.</p> <p>Transit cum storage MCE insurance policy shall be taken by Contractor till Commissioning/ Commercial Operation/handing over of plant whichever is earlier. Thereafter Insurance shall be arranged by Owner for the project.</p> <p>MCE shall cover all the risk as per standard practice prevalent in the Industry for similar jobs and as per TAC guidelines. Terrorist cover is not envisaged.</p> <p>Any damages shall be made good from the MCE policy being taken by Contractor. In case the damage is not covered in in the MCE policy due to denial by Insurer or due to exclusion list of policy, the Contractor shall not be liable for the same.</p>	No change Shall be as per NIT.
20.	Sec- IV	34 of 75	30.0 30.2 1 st Para	Liability for Accidents and Damages Damage due to negligence by	<ul style="list-style-type: none"> a) Shall be read in conjunction with our comments against Cl. No.28.0 of GCC i.e. Insurance clause. b) No consequential damages shall be applicable. 	<ul style="list-style-type: none"> • Shall be as per NIT. • Provisions already exist in clause 22.0 of SCC.

				Contractor/ Sub Contractor	c) Contractor shall be liable for making good damages included in the MCE Insurance policy as per standard practise prevalent in the Industry.	<ul style="list-style-type: none"> • Shall be as per NIT.
21.	Sec- IV	38-39 of 75	31.1, 31.1.3 1 st Para	Mutually Agreed damages(MAD)	<p>a) For delays beyond contractual commissioning schedule due to reasons solely attributable to Contractor, levy of Liquidated Damages for delay to be applicable in lieu of MAD. In case damages are not suffered by Owner, no LD shall be leviable.</p> <p>b) If the commissioning of the respective equipment is delayed beyond contractual commissioning schedule due to reasons solely attributable to contractor, we agree for levy of LD @0.25% of the contract value per week of delay for first 8 weeks and 0.5% per week thereafter subject to max 5% of the value of delayed equipment.</p> <p>c) For completed part of the work within the scheduled completion date LD shall not be leviable.</p> <p>d) In order to facilitate planned cash inflow, we propose not to deduct the LD amount against submission of BG of equivalent value till final settlement.</p>	<ul style="list-style-type: none"> • No change Shall be as per NIT. • No change Shall be as per NIT. • No change Shall be as per NIT. • No change Shall be as per NIT.
22.	Sec- IV	40 of 75	52.0	Overall Ceiling on Total liability	The maximum liability of the SELLER under the CONTRACT shall be restricted to 10% of the overall value of the Seller PO value.	<ul style="list-style-type: none"> • No change Shall be as per NIT.
23.	Sec- IV	47 of 75	35.0	Force Majeure	<p>a. Please add, "Strike at Project site/ BHEL Works/ Vendor Works, discontinuation of Electricity Supply" as force majeure condition.</p> <p>b. Modalities arising on account of force majeure shall be mutually discussed and agreed upon.</p>	No change Shall be as per NIT.
24.	Sec- IV	52 of 75	52.2(vi)	General provision with regard to materials – Insurance Proceeds	All insurance proceeds shall be received directly by Contractor.	No change Shall be as per NIT.
25.	Sec- IV Sec- V Sec- V	63 of 75 5 of 52 8 of 52	59.0 1.1.5 1.2.8.2. 7	Statutory Approvals	All Statutory approvals/ clearances required in the capacity as Owner of the Plant, shall be arranged by Owner. Contractor shall render necessary assistance for the same.	NIT clause shall prevail.

	Sec- V	20-21/ of 52	1.2.12.1		As per provision of Cl. No. 59.0 of GCC, all statutory fee as applicable. shall be paid/ reimbursed by Owner extra at actuals.	
26.	Sec- IV	64 of 75	62.0	Surplus Material	It may be appreciated that Contractor is required to keep surplus material at site to ensure smooth execution of work and to meet any contingency for completion of project as per agreed schedule. Hence surplus materials including scrap shall be the property of Contractor and shall be taken back after completion of project.	No change. Shall be as per NIT.
27.	Sec- IV	66 of 75	69.0 69.1	Access to site	a) Levelled and consolidated land free from all encumbrances (above/ underground) for contractors site office, storage of equipment/ goods (covered/open) adjacent to contractor battery limit within Fertilizer complex shall be provided by Owner free of cost. We have not envisaged construction of any approach/ access roads for site, construction site office, storage area. The same shall be provided by Owner. Also, we have not envisaged any Workshop/ storage area outside Fertilizer complex. b) Owner shall ensure the site is free from asbestos/ lead or any other hazardous material. In case, such materials are found at site, the Owner shall be responsible for removal of same, the Contractor shall be entitled to suspend the work till site is made safe and free of the aforesaid materials.	a) A piece of Land shall be provided to contractor for site office and storage of equipment/ yard. All other facilities shall be developed by Contractor itself. NIT condition shall prevail for Construction of any approach/ access roads for site, construction site office, storage area. Land will be provided for storage of equipment within Fertilizer complex/ Township area. b) NIT condition shall prevail.
Special Condition of Contract						
28.	SEC-V	4/52	1.1.1 (g)	Construction Power & Water	- We request to provide Construction & commissioning Power (@ 415 V) and Construction water free of charge near CPP battery limit. Also customer may provide supply point of electricity at	No change. Shall be as per NIT.

					<p>major construction sites.</p> <ul style="list-style-type: none"> - Also, no escalation in rates of utilities shall be applicable. - Time duration of 6 months after FOA for Construction Water/Power and 2 months before scheduled completion period for raw material/utilities (fuel etc.) mentioned here, to be mutually discussed for preponing, if required, based on detailed project schedule. 	<p>No change. Shall be as per NIT. No change. Shall be as per NIT.</p>
29.	SEC-V	5/52	1.1.7	Format of Contract Security Cum Performance Bank Guarantee	The format for PBG shall be mutually agreed during post bid stage.	No change. Shall be as per NIT.
30.	SEC-V	10/52 11/52	1.2.8.7.1 1.2.8.7.12	Third Party Inspection All tests and trials...witnessed by Inspector	<p>This being short cycle project, Third party inspection is not envisaged. Further, following is proposed for Inspection/Quality assurance:</p> <ul style="list-style-type: none"> a) Inspection of BHEL manufactured equipment shall be witnessed by TFL/ PDIL as per approved QAP. b) Bought out items/ Non-BHEL manufactured items shall be inspected by BHEL/ BHEL nominated inspection agencies. c) Travel, Board & Lodging charges w.r.t Inspection shall be borne by TFL/ PDIL. 	<ul style="list-style-type: none"> • Third party inspection shall be as per NIT. • Shall be as per NIT. • Travel, Board & Lodging charges w.r.t Inspection applicable for TFL/PDIL personnel shall be borne by TFL/ PDIL.
31.	SEC-V	11/52	1.2.8.7.7	Inspector visit to Contractor's workshop etc.	Such visits shall be subject to rules w.r.t. safety/security & confidentiality.	Third Party Inspection agency to be appointed by the Contractor as per NIT. Inspection by the selected TPI agency to be facilitated by the Contractor as per NIT.
32.	SEC-V	13/52	1.2.8.9.3	Costs on account of delay	<ul style="list-style-type: none"> - No costs to be attributable to Contractor unless reasons are solely attributable to Contractor. That too shall be covered by LD provisions already covered elsewhere. - Force Majeure and suspension of work to be deleted from here as 	No change. Shall be as per NIT.

					the same are not solely attributable to Contractor.	
33.	SEC-V	14/52	1.2.8.10 .4.1	Transfer of Title on Termination	In case of Termination, transfer of title shall pass to OWNER only if due payment/compensation has been made to Contractor on account of the same.	No change. Shall be as per NIT.
34.	SEC-V	15/52	1.2.9.2	Lubricants, chemicals, consumables etc. for 6 months operation after commissioning	We propose only first fill of Lubricants, chemicals, consumables etc. in Contractor's scope. After that, a list of recommended quantities shall be furnished to OWNER to take care for operation of the plant.	Consumables, lubricants and chemicals required for 100% full load run for 6 months operation after successful commissioning (and include the cost in CONTRACT PRICE).
35.	SEC-V	17/52	1.2.10.1 .2 1.2.10.1 .6	Warranty period	<ul style="list-style-type: none"> - Warranty Period/ Defect Liability Period shall be 12 months from the date of commissioning/ deemed commissioning/ commercial operation of respective equipment or 18 Months from the date of completion of major supplies required for Commissioning, whichever is earlier. - Warranty period for the repaired/ replaced part shall be once for a period of 6 months after putting said item in operation or the original Warranty Period whichever is later. - Warranty period not to be linked with Preliminary acceptance. 	<ul style="list-style-type: none"> • No change. Shall be as per NIT. • No change. Shall be as per NIT. • No change. Shall be as per NIT.
36.	SEC-V	17/52	1.2.10.1 .3	Corrective action on risk and cost of Contractor	Any such eventuality to be mutually discussed & agreed.	No change. Shall be as per NIT.
37.	SEC-V	22/52	1.2.15.3	Delay in completion period	Any such eventuality may be applicable only if reasons for delay are "solely" attributable to contractor.	No change. Shall be as per NIT.
38.	SEC-V	25- 25/52	1.2.19	Commissioning	<p>Following paras to be added in definition of commissioning:</p> <ul style="list-style-type: none"> - Commissioning Certificate shall be issued by Owner after successful commissioning of the package individually. - If commissioning is delayed beyond 6 months from the date of 	<ul style="list-style-type: none"> • No change. Shall be as per NIT. • Deemed Acceptance shall be

					<p>completion of last major supply required for commissioning, for reasons not solely attributable to Contractor, then commissioning shall be deemed to be completed. Accordingly, on deemed completion of commissioning, the associated payments to be released to Contractor and the Warranty/Defect Liability period shall commence.</p> <p>- Preliminary Acceptance Certificate to be issued on completion of commissioning/deemed commissioning.</p>	<p>as per clause 16.0 of SCC</p> <ul style="list-style-type: none"> • Provisions of NIT shall prevail in this regard
39.	SEC-V	25/52 33/52	1.2.20 4.0, 5.0, 6.0	Performance Guarantee Test Run and Acceptance of plant	<p>Following paras to be added in definition of PG Test:</p> <ul style="list-style-type: none"> - PG test shall be conducted within 1 months of commissioning of system. - In case PG test is not conducted within 6 months of commissioning/deemed commissioning due to reasons not solely attributable to Contractor, same shall be waived and plant to be considered Deemed accepted. Further payment linked to PG test shall be released and Acceptance Certificate shall be issued to Contractor. 	<p>No change. Shall be as per NIT.</p>
40.	SEC-V	28/52	1.2.30.3	Key personnel... approval of Owner	<p>BHEL shall depute/appoint competent personnel in line with its standard practice under due intimation to Owner. However, approval shall not be applicable.</p>	<p>No change. Shall be as per NIT.</p>
41.	SEC-V	31/52	2.8	Site facilities	<ul style="list-style-type: none"> a) Levelled & graded land free of all encumbrances shall be provided to the bidder for Site Works/ Storage/ Construction work. All approach/ access road to site area shall be in the scope of Owner. b) All utilities required for Pre-commissioning, Commissioning, operation of plant. c) Adequate area properly consolidated and levelled with permanent drainage, fencing, illumination, sanitary facilities, drinking water etc. for proposed plant to be provided free of cost. d) Site office with intercom/telephone facility, proper 	<ul style="list-style-type: none"> a) NIT condition shall prevail. b) Technical to reply c) Facilities shall be provided as per NIT Clause 81.0 of GCC. For any additional requirement bidders has to arrange their own.

					<p>lighting, computer etc. facility (if required) within the project site to be provided free of cost.</p> <p>e) Open & closed storage and fabrication yard to be provided free of cost.</p> <p>f) Customer may please provide 100000 Sq.m of land for construction of mentioned facilities within the plant premises. These should also be marked in Plot Plan.</p> <p>g) Cranes, tractors, trailers with operators, etc. on rental basis, if required.</p> <p>h) Temporary accommodation, including all fencing, water supply at two points (both for drinking and construction purposes), electricity, fuel, supply, sanitation, fire prevention and fire-fighting equipment for contractor's staff and labour free of charge.</p> <p>i) Guest House facilities for visiting officers and experts during erection/commissioning stage, along with medical facilities, if required.</p> <p>j) Issuing of Principal Employer Certificate in Form – V under Contract Labour (Regulation & Abolition) Acts/ Rules to the Sub-contractors.</p> <p>k) Timely replenishment of damaged/ missing items/ equipment, if any, during execution shall be arranged by</p>	<p>d) Shall be in Bidder's scope.</p> <p>e) Shall be provided as per NIT condition subject to availability.</p> <p>f) Over all plot plan has already been shared with bidders. Area required for construction activities (within the plant premises) shall be provided as per requirement and availability & the same shall be finalized after award of contract.</p> <p>g) Shall be in Bidder's scope.</p> <p>h) Facilities shall be provided as per NIT Clause 81.0 of GCC. For any additional requirement bidders has to arrange their own</p> <p>i) Bidder has to arrange on its own.</p> <p>j) Shall be provided by TFL as required.</p> <p>k) Being an LSTK Contract, same shall be in Bidder's scope.</p>
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					the purchaser, by placing open order based on the joint verification report by Contractor and the purchaser.							
42.	SEC-V	32/52	3.2	Overhead etc. on change order	<ul style="list-style-type: none"> - Overhead percentage mentioned is very low. The same to be 30%. - Further, final decision of Engineer In charge to be replaced by mutually agreed between Contractor and Owner/Engineer-in-charge. 	No change. Shall be as per NIT.						
43.	SEC-V	36/52	13.0	Statutory variation in taxes & duties	<ul style="list-style-type: none"> - Statutory variation on all applicable taxes/duties/cess/levies etc. shall be payable by OWNER including on GST & BOCW Cess. - Statutory variation to be payable to Contractor even in extended/delayed contractual period. 	No change. Shall be as per NIT.						
44.	SEC-V	37-38/52 38/52	14.2 14.3.1	Mobilization advance	<ul style="list-style-type: none"> - We request Owner to provide 10% of the total contract price as non-recoverable interest free mobilisation advances against submission of BG of equivalent value. - Advance to be paid in single instalment. - Format for BG to be mutually agreed. - In case advance is recoverable, adjustment of advance to be at a uniform rate of 10% (the % of advance payment) to be done progressively till completion of supplies/commissioning. - BG against advance to be valid till completion of supplies or adjustment of advance whichever is later. Further, any BG extension shall not be later than the Warranty/Defect liability period. - Interest recovery on unadjusted advance is not acceptable as BG is already being provided as a security. 	No change. Shall be as per NIT.						
45.	SEC-V	38-39/52 42-43/52	14.3.2	<p>Payment terms for A)Supply</p> <p>B) Spares, chemicals, catalyst, lubricants</p>	<p>We request for same payment terms against Main equipment & spares/chemicals etc. supply and suggest following modifications in Terms of payment for Supplies :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl. no.</th> <th style="width: 40%;">Tender term</th> <th style="width: 50%;">Proposed revision</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sl. no.	Tender term	Proposed revision				No change. Shall be as per NIT.
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46.	SEC-V	41/52	14.3.3	Payment terms for Services	<p>We suggest following modifications in Terms of payment for Services:</p> <table border="1"> <thead> <tr> <th>Sl. no.</th> <th>Tender term</th> <th>Proposed revision</th> </tr> </thead> <tbody> <tr> <td>-</td> <td>85% progressive payment as per</td> <td>Please make this 90%</td> </tr> </tbody> </table>	Sl. no.	Tender term	Proposed revision	-	85% progressive payment as per	Please make this 90%	No change. Shall be as per NIT.												
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					monthly progress achieved.		
					i) 5% on issue of Mechanical completion certificate.	OK	
					ii) 8% on issue of PAC	Please make it 5%	
					iii) 2% on completion of balance jobs	Please remove.	
47.	SEC-V	43/52	15.0	Billing Schedule Notes: 6	The maximum capping of 60% of the total Contract price towards Supplies is unrealistic. Request revise the ceiling for Supplies from 60% to 70%.		No change. Shall be as per NIT.
48.	SEC-V	43/52	16.0	Deemed Acceptance	<p>a) W.r.t. Deemed commissioning and deemed acceptance, kindly refer our comments against Cl. 1.2.19 & 1.2.20 of SCC.</p> <p>b) W.r.t Defect Liability period, kindly refer our comments against Cl. 1.2.10.1.2 & 1.2.10.1.5 of SCC above.</p> <p>c) No payment to be withhold unless the reasons for delay in Deemed acceptance are solely attributable to contractor.</p> <p>d) 12-month long period on account of delay attributable to Owner is not acceptable. In such a case, all BGs furnished to be discharged and pending payments to be released. Further, additional compensation/contractual period extension also to be provided to Contractor for subsequent conductance of PG Test/other activities.</p> <p>e) Any/all liabilities of Contractor shall be over after completion of Defect Liability period (which shall be linked to completion of supplies/commissioning as per comments against Sl. 1.2.10.1.2/5 of SCC).</p>		<p>a. No change. Shall be as per NIT.</p> <p>b. No change. Shall be as per NIT.</p> <p>c. No change. Shall be as per NIT.</p> <p>d. No change. Shall be as per NIT.</p> <p>e. No change. Shall be as per NIT.</p>
49.	SEC-V	44/52	17.0	Liability for Defect	a. W.r.t Defect Liability period, kindly refer our comments against Cl. 1.2.10.1.2 & 1.2.10.1.5 of SCC above.		a. No change. Shall be as per NIT.

					<p>b. 17.3: Further tests to be conducted only if applicable. Also the cost for repeat inspection/test, if applicable, to be borne by contractor only if the same is consequent due to reasons solely attributable to contractor.</p> <p>c. 17.4: W.r.t. Defect Liability period of repaired/replaced/renewed part, kindly refer our comments against Cl. 1.2.10.1.2 & 1.2.10.1.5 of SCC above</p> <p>d. 17.8: Extension in Defect Liability period to be applicable only if it is consequent due to reasons solely attributable to Contractor.</p> <p>e. Please confirm that the burden of proof that the damage of the facilities is caused by a latent defect is with the OWNER of project.</p>	<p>b. No change. Shall be as per NIT.</p> <p>c. No change. Shall be as per NIT.</p> <p>d. No change. Shall be as per NIT.</p> <p>e. No change. Shall be as per NIT.</p>
50.	SEC-V	46/52	18.4	Failure of PGTR	These provisions shall be applicable only if failure in PGTR is solely attributable to Contractor.	The Clause is self-explanatory.
51.	SEC-V	46/52	18.5	Repetition of Tests	<ul style="list-style-type: none"> - These provisions shall be applicable only if failure/stoppage of Performance tests is solely attributable to Contractor. - In case OWNER operates the plant, the plant shall be considered as ACCEPTED and all associated payments/BGs shall be released to Contractor. - W.r.t Defect Liability period, kindly refer our comments against Cl. 1.2.10.1.2 & 1.2.10.1.5 of SCC above. 	No change Shall be as per NIT.
52.	SEC-V	47/52	18.7	Meeting Works Guaranteed cost	<ul style="list-style-type: none"> - These provisions shall be applicable only if the reasons are solely attributable to Contractor. - Any deduction/action on BGs etc. shall be based on mutual discussion/agreement. - W.r.t. Mutually Agreed Damages, please refer our comments elsewhere. 	No change Shall be as per NIT.