



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
1	3	4.2	Envelop 1	As list of Approved banks not available in Annex 1.15 we request NFL to kindly confirm - Can BG be arranged from Bank of Tokyo Mitsubishi?	Annex 1.15 is proforma for bank guarantee. There is no list of approved banks. Please refer clause 10.1.1 of ITB
2	Page 8 of 37	INSTRUCTION TO BIDDERS - clause 8.1.1.2	However proposed manufacturer can be manufacturer of high pressure Gas fired boiler (minimum	It is requested to kindly allow any type of fuel for Boiler PQ criteria (and not limiting to only Gas fired boiler) with the given condition of 70TPH capacity with 102 kg/cm2 (g) pressure & 500 deg. Temperature. As the Boiler OEM may have reference of capacity of more than 300 TPH and at higher temp/pressure and thus they should be allowed to participate if they have proper collaboration with the qualified HRSG licensor.	shall be as per NIT.
3	Page 8 of 37	INSTRUCTION TO BIDDERS - clause 8.1.1.2	The bidder shall submit documentary evidence to the effect that the proposed HRSG manufacturer..... & The bidder shall also submit documentary evidence to the effect that the proposed GTG manufacturer.....	We understand that the Qualified bidder can proposed more than one qualified HRSG / GTG manufacturer. Or otherwise We request that EPC bidder should be allowed to bid with multiple Qualified HRSG & GT suppliers with commitement on Performance Gurantees paratemters ir-respective of the OEM. Subsequently L1 bidder will have an option to select the most appropriate qualified OEM and still maintaining the guranteed parameters as indicated in the bid	shall be as per NIT. Further clarified during meeting that Bidder to propose single HRSG / GTG manufacturer.based on which qualification shall be done. Also no alternate/optional proposal shall be allowed
4	9 of 37	8.1.1.3	Bidder shall also facilitate Owner/Consultant site visit to such companies/countries.	We request NFL to consider that cost associated with such site visit shall be borne by the Owner.	Owner/consultant may verify the details as submitted by the bidder at their own cost. Bidder has to facilitate Owner/consultant site visit to such companies/countries

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5	Pg 10 of 37	8.2.1(Panipat-Bathinda NIT)	Any one of the Consortium members must have supplied at least 1 no. composite GTG & HRSG package, GTG of minimum capacity 25 MW (ISO) and HRSG of minimum capacity 70 MTPH, minimum pressure of 40 kg/cm ² (g) superheated steam, based on NG as feed, on LSTK basis, during last 10 years ending 28.02.2017 in a Fertilizer or Refinery or Oil & Gas or Power Industry. The composite GTG & HRSG unit must be in satisfactory operation at least from 01.03.2016 to date of issue of ITB.	As per Part II Section-2A & 2B Design Basis, Clause 3.3 (Pg 325 & 346 of 1897) HRSG shall be designed to run normally at 45 TPH. Further as per Part II Section 12.0 Clause 2.6.2.v the performance guarantee test is for 45MTPH and the guarantee figures to be indicated as per annexure 1.2B of the tender is on 45 MPTH HP steam. As per the standard industry norms and practices, the Experience Criteria is maintained in line with the Performance Guarantee requirements as well as normal operating conditions, which in this case is 45 MTPH for HRSG. We are therefore unable to comprehend the need for HRSG of minimum capacity of 70 MTPH as qualifying criteria considering operational requirement of 45 MTPH. In view of the above, we request you to kindly revise above mentioned Clause No. 8.1.1.i & 8.2.1.i with HRSG minimum capacity amended from 70 MTPH to 45 MTPH.	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT.
6			Mechanical Completion:- 20 Months from Effective Date of Contract Commissioning, reliability test, Guarantee Test Run leading to Preliminary Acceptance :- 22 Months from Effective Date of Contract	As per GCC Cl. 3.0 (25)-Effective date is mentioned as issuance of LOI. We suggest that the effective date of contract should be considered from date of LO I receipt of advance payment. other timelines like mechanical completion/commissioning should be 22 months and 24 months subject to clear site and ready to commencement of works and from the date of Handing over of site to the Contractor as per timelines agreed during project planning .	Shall be as per NIT
7	Page 11 of 37	INSTRUCTION TO BIDDERS	Average Audited Annual financial turnover of each of other members of the consortium during the last 3 preceding financial years (i.e 2013-14, 2014-15 & 2015-16)	As the publish month of tender is April 2017, and submission will be in 3 months due course, request to include the last 3 financial Year (i.e 2014-2015, 2015- 2016 & 2016-2017), which will also give the real financial capability of the Bidder Company.	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT.
8	Page 12 of 37	INSTRUCTION TO BIDDERS	Net worth of Lead Bidder of the Consortium should be at least INR 100 Crore or USD 15.5 Million in the last financial years i.e 2015-16 or calendar years.	Can the above condition be removed for supply .Please confirm	As per NIT
9	Page 12 of 37		Net Worth of Lead Bidder of the Consortium should be at least INR 133 Crore or USD 20.5 Million in the last financial years i.e 2015-16 or calendar years 2015	Networth of the lead bidder should be positive and also in last 5 years each member of the consortium should have earned profit (before tax) in any of 3 financial years. However each member of the consortium should have declared profit in atleast one of last 2 Financial years.	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT.



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10	13-14 of 37	10	Earnest Money Deposit	As per prevalent Industry practice, Earnest Money deposit is exempted for Public Sector Enterprises quoting for PSU tenders. In this case as NFL as well as BHEL are Central PSE, BHEL shall be exempted of submission of EMD along with proposal. Please confirm.	EMD to be submitted as per NIT requirement.
11	Page 14 of 37	INSTRUCTION TO BIDDERS - clause 10.1.2	The Bank Guarantee shall be valid for a period of Bid Validity plus nine months from due date of submission of bid.	EMD validity asked is for 18 months (9 months from Bid validity which is 9 months). Requested to kindly limit EMD BG validity upto 3 months from Bid validity (total 12 months) which can be extended later if need arises.	refer relevant sl.no. of Addendum-01(Commercial) to respective NIT.
12	14 of 37	10.1.2	The Bank Guarantee shall be valid for a period of Bid Validity plus nine months from due date of submission of bid. The amount shall be as indicated in the Cover letter for this NIT.	In line with Annexure 1.15, we request NFL to kindly change the clause as below: The Bank Guarantee shall be valid for a period of Bid Validity plus nine three months from due date of submission of bid. The amount shall be as indicated in the Cover letter for this NIT.	refer relevant sl.no. of Addendum-01(Commercial) to respective NIT.
13	14 of 37	10.3	EMD The EMD of unsuccessful Bidders will be returned by OWNER without any interest to the unsuccessful Bidders as promptly as possible on acceptance of Bid of the successful Bidder or when the Bidding process is cancelled by OWNER, whichever is later	We request NFL to kindly modify the clause as below: The EMD of unsuccessful Bidders will be returned by OWNER without any interest to the unsuccessful Bidders as promptly as possible on acceptance of Bid of the successful Bidder or when the Bidding process is cancelled by OWNER, whichever is later earlier.	refer relevant sl.no. of Addendum-01(Commercial) to respective NIT.
14	Pg 16 of 37	14.4	In case GST is implemented, all the provisions of GST shall automatically become applicable. Any impact on implementation of GST vis a vis current tax structure shall be to the account of Owner.	Does this mean that increase in the input cost if any on account of GST shall be the owner	shall be govern by provisions of "Statutory variation" as per NIT.
15	Pg 17 of 37	15.2	Price Basis and Currency of Bids LSTK price to be quoted by the LSTK contractor shall be fixed and firm shall be valid until completion of the Contract to be executed with the successful Bidder pursuant hereto and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the Contract documents	We request NFL to kindly let us know whether payments in foreign currency will be paid directly to Bidder's foreign suppliers? In case, payments will be made to the Indian Bidder then NFL shall pay on the basis of RBI / Bank Transfer rate prevailing on the date of release of payment. Kindly confirm.	Please Refer Clause 14.1 of SCC.

Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
16	Pg 17 of 37	15.2	LSTK price to be quoted by the LSTK contractor shall be fixed and firm shall be valid until completion of the Contract to be executed with the successful Bidder pursuant hereto and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the Contract documents.	Specific notice for termination after the cure period should be asked for.	shall be govern by provisions of "Statutory variation" as per NIT.
17	Pg 17 of 37	15.1	Bidder may quote for imported component of the scope of work including imported raw material component of indigenous supply of equipments in US Dollar, or in Euro or in British Pounds or in Japanese Yen or INR or in any combination thereof; and for Indian component of scope of work in Indian currency only.	1. If Indian Bidders quote imported components price in foreign currency , value of LC will be determined on which ex rate and whether it will have provision to cover any variation in ex rate during the contract period . Contractor will provide the applicable Bank Guarantees only in Indian Currency and linked to Advance /actual payments in INR for all advance and performance .	As per NIT, Contractor shall be paid in the quoted currency.
18	17 of 37	15.0, 15.2	Price basis and Currency	The Price quoted shall be firm subject to adjustments on account of following: A) FE rate Variations. B) Statutory Variations. C) In case of Goods and Services Tax(GST) or new taxes/duties/levies/Cess is implemented by the concerned Govt. Authorities, then variation/ increase in tax liability of including direct/ indirect transactions thereon shall be to Customers account during Contract execution period.	A) Not Acceptable B) & C) shall be governed by Statutory variation provision of NIT
19	17 of 37	15.0,15.2	Price basis and currency	The price quoted shall be firm subject to adjustments on account of following: A) Statutory variation B) Imposition of any new taxes/duties/levies/Cess after submission of proposal	shall be as per NIT
20	17 of 37	15.2	Price Basis and Currency of Bids LSTK price to be quoted by the LSTK contractor shall be fixed and firm shall be valid until completion of the Contract to be executed with the successful Bidder pursuant hereto and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the Contract documents	We request NFL to kindly let us know whether payments in foreign currency will be paid directly to Bidder's foreign suppliers? In case, payments will be made to the Indian Bidder then NFL shall pay on the basis of RBI / Bank Transfer rate prevailing on the date of release of payment. Kindly confirm.	Please refer clause 14.1 of SCC

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21	17 of 37	15.4	Price Basis and Currency of Bids The firm CONTRACT Prices quoted by the Bidder shall be inclusive but not be limited to the following:	Though NFL has clarified but since some other headings change in tax laws is not clearly mentioned, we request NFL to consider that any changes on Account of Tax Laws shall be on account of Customer. (Eg., GST implementation from Jul'17)	Provisions of clause 13.0 of SCC shall prevail.
22	17-18 of 37 & 36-37 of 89	15.4(i) 28.0	Insurance	Transit cum storage MCE insurance policy shall be taken by Contractor valid upto commissioning of the Plant (GTG/ HRSG). MCE shall cover all the risk as per standard practice prevalent in the Industry for similar jobs and as per TAC guidelines. Further, in case of commercial operation, Transit cum Storage cum Erection all risk Insurance is not covered by the insurance company. Accordingly, owner to reimburse contractor's claim for Material damaged, lost, theft, i.e. insurance cases after takeover of plant by owner or commercial operation whichever is earlier.	Shall be as per NIT
23	Pg 18 of 37	15.4	Bidder shall ensure that in addition to "Erection All risk policy", the coverage in respect of workmen compensation, Medclaim Policy, Professional Indemnity (with the amount of minimum excess) has been appropriately taken.	Insured Value of the Professional Indemnity not provided. Proposed Professional Indemnity shall be 10% of the contract value. Please confirm.	shall be as per NIT. Insurances shall be appropriately taken
24	Pg 18 of 37	15.4	Bidder shall take appropriate insurance cover, under its Third Party Liability for at least Rs 250 million and for Owner's existing plants/facilities for a value not less than Rs 550 (Five Hundred Fifty) million for each site. Contractor shall ensure that in addition to " Erection All risk policy", the coverage in respect of workmen compensation (including treatment cost), Medclaim Policy, Professional Indemnity (with the amount of minimum excess) has been appropriately taken.	The Owner's surrounding property can be covered only to the extent of 50% of the project value. Accordingly, the amendment to be made in the clause	As per NIT
25	Pg 18 of 37	17.1, 17.2, 17.3	Number of Bids	Proposed manufacturer of HRSG/GTG can be equipment supplier to one bidder and bid as an EPC on their own. Pls clarify.	refer relevant sl.no. of Addendum-01 (Commercial) to respective NIT.
26	Pg 19 of 37	19.3	The bidders are to quote firm prices. They may bid in any currency (including Indian Rupees). Payment will be made accordingly. However, the payment towards all Indian Taxes and duties like Custom Duty, Excise Duty and Service Tax will be made by OWNER in Indian rupees at actuals limited to the amount indicated in their bid.	We request NFL to kindly let us know whether payments in foreign currency will be paid directly to Bidder's foreign suppliers? In case, payments will be made to the Indian Bidder then NFL shall pay on the basis of RBI / Bank Transfer rate prevailing on the date of release of payment. Kindly confirm.	Please Refer Clause 14.1 of SCC.

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27	Pg 19 of 37	19	<p>19.1. The rates in case of foreign as well as Indian bidders shall include all duties, taxes and levies etc. including but not limited to customs duty, excise duty, service tax, Sale Tax / VAT / CENVAT/ Work Contract Tax, personnel and corporate tax as applicable.</p> <p>19.3. The bidders are to quote firm prices. They may bid in any currency (including Indian Rupees). Payment will be made accordingly. However, the payment towards all Indian Taxes and duties like Custom Duty, Excise Duty and Service Tax will be made by OWNER in Indian rupees at actuals limited to the amount indicated in their bid.</p>	We suggest to have tax and duties separately at actuals. Since custom duty will vary based on exchange rate variation.	Shall be as per NIT. Further, for 19.3, refer relevant sl. No. of Addendum-01(Commercial) of respective NIT.
28	19 of 37	19	Duties and Taxes	Applicability of taxes/ duties for Supply and Services portion shall be discussed during Pre Bid meeting.	Discussed and clarified.
29	19 of 37	19	<p>Duties and Taxes</p> <p>The rates in case of foreign as well as Indian bidders shall include all duties, taxes and levies etc. including but not limited to customs duty, excise duty, service tax, Sale Tax / VAT / CENVAT/ Work Contract Tax, personnel and corporate tax as applicable. Bidders are required to ascertain themselves the prevailing rates of customs and excise duties, Service tax, Sales Tax / VAT / CENVAT including income tax rates as applicable on the scheduled date of submission of price bids / revised price bid (if any) and Owner would not undertake any responsibility whatsoever in this regard. However, due to any subsequent change in law, liability of the Owner as regards to payment of duties and taxes would be governed by Clause 13.0 of Special Conditions of Contract on subsequent legislation.</p>	We request NFL to consider that any changes in Tax laws will be on account of Owner. Kindly confirm.	Shall be as per NIT
30	19 of 37	19.3	<p>The bidders are to quote firm prices. They may bid in any currency (including Indian Rupees). Payment will be made accordingly. However, the payment towards all Indian Taxes and duties like Custom Duty, Excise Duty and Service Tax will be made by OWNER in Indian rupees at actuals limited to the amount indicated in their bid.</p>	We request NFL to kindly let us know whether payments in foreign currency will be paid directly to Bidder's foreign suppliers? In case, payments will be made to the Indian Bidder then NFL shall pay on the basis of RBI / Bank Transfer rate prevailing on the date of release of payment. Kindly confirm.	Please Refer Clause 14.1 of SCC.



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31	23 of 37	21.2, Section -VII i)	Submission of Bids	Vendor list : Flange to Flange Gas Turbine shall be supplied based on the approved vendor list of Gas Turbine Manufacturer. Vendor list given by OWNER shall not be applicable to Flange to Flange Gas Turbine.	Refer Technical reply.
32	Pg 26 of 37	22.1	Bids must reach the OWNER/PDIL at the address, specified under Clause-21 above, not later than the time and date as specified in the Cover Letter, Sl. No. 3.7 *Clause 3.7 Last Date & Time for Submission of EMD, Technical and unpriced - Commercial Bid and Priced Bid : 29 May 2017, at 14:00 hrs. (IST)	There should be Extension for submission of bid i.e. 30 days from the date of receipt of feedback on pre-bid queries	Shall be as per NIT.
33	28 of 37	26.2	EFFECT AND VALIDITY OF BID: The bids should be kept valid for acceptance for a period of 9 (Nine) Months from the date of opening of Technical and Un-priced commercial Bids. A Bid valid for shorter period may be rejected by the Owner as being non-responsive. Under the exceptional circumstances, prior to expiry of the original Bid validity period, the Owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by telefax or by E-mail.	We request NFL to kindly consider Bid Validity of 3 months from the date of opening of Technical and Un-priced commercial Bids. Kindly confirm.	Shall be as per NIT
34	29 of 37	27.4.3	Project Execution Plan shall be evaluated by the OWNER/ PDIL and in case the same is not found adequate for this work, such Bid(s) shall be treated Technically Not Acceptable and such Bid(s) shall not be considered for price opening.	We request NFL that the Bidder shall be given opportunity to explain / correct Project Execution Plan to the satisfaction of Owner / PDIL in case of any dissatisfaction. In the event Bidder fails to explain/correct only then shall not be considered for price opening.	The clause is self explanatory.
35	31 of 37	28.2.5	Owner's may also take into account the following while evaluating bid a) The availability of spare parts and components within India. b) The availability of after sales services.	We request NFL to consider that Gas Turbine parts are not stocked by Gas Turbine supplier. Based on the maintenance schedule and timely purchase orders it shall be made available on timely basis from GT Foreign supplier. Shop drawings cannot be provided. We request for deletion of this clause.	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT.



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			c) Willingness of Bidders to give shop drawings of spare parts and main equipments.		
36	32 of 37	28.2.5	General	Please clarify how OWNER will evaluate and give credit to the bidder having availability within India of (1) spares (2) After Sales Services	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT.
37	Pg 32 of 37	28.4.1 NPV of the Lump sum Price for each Plant	Lump sum Price along with, taxes, stamp duties and other such levies applicable, of GTGHRSG Plant and Associated Facilities, comprising the Price of Supply the Price of Services and Price of Civil Works, as indicated by the bidder as per Annexure 1.2. The evaluated CONTRACT PRICE will be discounted at the rate of 8.5% p.a., as per the Monthly Payment Schedule submitted by the Bidder for the implementation period.	Can we get a clarity on how the evaluation will be carried out with a dummy calculation	Clause is amply clear.
38	32 of 37	28.4.1	Monthly Payment Schedule	This being LSTK project and payment is being realised for Supply & Services in line with terms of payments defined in the Contract within the stipulated time schedule. In case of delay in Commissioning of projects / completion of milestones attributable to Owner due to unforeseen circumstances, Bidder may be penalised on account of Loading due to Monthly payment Schedule. Further, evaluation of Contract price based on Monthly payment schedule for this nature of project shall lead to interpretation by Bidders and accordingly this may please be deleted.	Shall be as per NIT. Further clarified that, Price Reduction Clause is applicable for delay in Mechanical Completion and Preliminary Acceptance.



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39	32 of 37(ITB) 16 of 19 (SOP) 8 of 15 (design basis)	28.2.2	Evaluation Criteria	<p>Following formula is specified for Natural Gas consumption : Total Works Cost =(AXBxC) x24x350 Wherein, A is GCV of Natural Gas, B is Unit rate of Natural Gas and C is Natural Gas Consumption per hour for one GTG+HRSG for generating 17 MW Net Power output and 45 TPH VHP Steam at 46 degC, 81% RH.</p> <p>Further the Loading criteria detailed at CL.No. 28.4.2 of ITB envisages, "The differential Works Cost (in comparison to bidder quoting the lowest Works Cost) considering 350 days per year will be calculated and will be discounted at the discount rate of 8.5% p.a, for the period of 15 years of operation starting from Preliminary Acceptance"</p> <p>We are apprehensive that the above loading criteria shall adversely affect the relative position of the bidder. Accordingly, the consequent finalization of L1 bidder based on inordinate loading may be misleading since, NFL may not accrue the actual benefit commensurate to the loading figures arrived at based on the loading criteria envisaged. Further, the falling gas prices may further reduce the effective benefit to NFL. In order to circumvent the above anomaly we propose following :</p> <p>a. 15 year period may please be revised and modified to 5 years. b. CAP on technical loading @5% of the quoted price be envisaged.</p> <p>The above shall provide level playing field for all bidders and this is standard practice followed by leading consultants/consultants. We therefore request NFL/PDIL to suitably amend the above evaluation criteria</p>	refer Part-V of respective revised SoP (Annex-1.2, Rev 01)



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				<p>Additionally, we also wish to submit the following discrepancies</p> <p>1. Gas Turbine like any other rotating equipment shall progressively deteriorate in terms of power output as well as Heat Rate. In contradiction to this, the loading figures are being evaluated considering the condition of the machine as "New" throughout the life cycle of plant. In order to avoid this inconsistency leading consultants are seeking bidders guarantee for machine availability by evaluating the price for Long Term Service Agreement. This approach also accounts for the downtime of periodical maintenance, inspections (Machine Specific). Accordingly, Request NFL/PDIL to consider 15 years LTSA for Gas turbine.</p> <p>2. We understand that the project is being evaluated with GTG operating at 17 MW at Normal condition. However, The design rating for GTG is 20 MW at site. It may kindly be appreciated that Gas turbine, being Customised machine, efficiency varies considerably at part load operation. We therefore request NFL/PDIL to also accept GTG of minimum 17 MW at site condition for equipment qualification.</p>	
40	Pg 32 of 37	28.4.3	<p>Bids shall be evaluated after considering the applicable set off on account of Punjab/Haryana VAT/Sales Tax and CEN VAT benefit on GTG-HRSG Plant and Associated Facilities.</p> <p>The credit for applicable VAT set-off shall be given in the 25th month only.</p> <p>Credit for respective amount will be given, as per rules, in a uniform time scale to all the eligible bidders."</p>	<p>Please confirm whether NFL is entitled to take credit for VAT, ED, CVD & Service tax input credit ?</p> <p>How the Credit mechanism is done by NFL ?</p>	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT.



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41	32 of 37	28.4.3	Evaluation Criteria	<p>As per this clause, Bids shall be evaluated after considering the applicable set off on account of Punjab / Haryana VAT / Sales tax and CENVAT benefit on GTG-HRSG Plant and Associated facilities. The Credit of VAT set off shall be given in 25th month only. In this regard please clarify following:</p> <p>a) NFL/ PDIL to clearly specify the set off towards Vatable benefit and Cenvat benefit being considered for Bid evaluation during Pre Bid stage itself. This being evaluation criteria same has to be disclosed at Pre Bid stage to enable bidder optimise the prices accordingly.</p> <p>b) Owner shall reimburse all taxes/ duties including VAT amount against documentary evidence as applicable within 30 days of submission of Invoice. Bidders responsibility shall be limited to submission of Vatable and Cenvatable documents as statutes. Bidder shall not be responsible for Non Cenvat/ VAT credit to Owner due to any lapse at Owners end or change in statutes.</p>	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT.
42	32 of 37	28.4.3	<p>Bids shall be evaluated after considering the applicable set off on account of Punjab VAT / Sales Tax and CENVAT benefit on GTG-HRSG Plant and Associated Facilities.</p> <p>The credit for applicable VAT set-off shall be given in the 25th month only.</p> <p>Credit for respective amount will be given, as per rules, in a uniform time scale to all the eligible bidders."</p>	Please confirm whether NFL is entitled to take credit for VAT, ED, CVD & Service tax input credit?	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT.
43	Page 32 of 37	INSTRUCTION TO BIDDERS	The Bidder shall furnish, month-wise payment schedule of its CONTRACT PRICE for 22 months project schedule in Foreign Currency (FC) and Indian Currency (IC) in a tabular form and as a cash flow curve. The month-wise phasing of expenditure indicated by Bidder will be used for evaluation and form part of the CONTRACT for capping the monthly payment based on the actual progress of work. The cash flow curve has to be given by the bidders considering payment schedule given elsewhere in the tender (e.g. payment within 30 days up to the stage of commissioning and payment of final bill within 84 days	Can the above condition be removed for supply .Please confirm	As per NIT

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44	5 of 37 (ITB) Sec 9.0 (Technical Part)	2.5	Operational Spares Parts	<p>A) As per provision of Cl.No. 2.0 (f), Bidder has to submit quotation for operational Spares with a validity for 24 Months from the date of Commissioning and the price of Operational spares shall not be considered for evaluation. Please confirm.</p> <p>It may be appreciated that it is not feasible to quote prices with validity of 4.5 Years (i.e. 9 M (Bid Validity)+ 22 M (Commissioning Schedule) + 24 Months = 55 months) as envisaged at Section-9.0.</p> <p>Accordingly, the optional Operation Spares prices shall be quoted with validity for 9 Months from the date of Bid submission for ordering by NFL in addition to the main order.</p> <p>B) Only Start up and commissioning spares as required for commissioning shall be included in the quoted price and shall be considered for evaluation of Bids.</p> <p>C) We understand that only first fill of Chemicals/consumables is in the scope of bidder. Please confirm</p>	refer relevant sl. No. of Technical Addendum-01 to respective NIT.
45	Pg 33 of 37	28.4.5	Owner agrees for payment by LC for the entire foreign supplies, if the Bidder so desires. Bidder to indicate their preference clearly. All bidders would be loaded for cost of LC desired. Loading rate shall be 0.25% per annum . Bidders will be informed if there is any change in LC charges in future date.	Cap of increase of 10% of 0.25% proposed	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT.
46	33 of 37	28.4.5	Owner agrees for payment by LC for the entire foreign supplies, if the Bidder so desires. Bidder to indicate their preference clearly.	Whether NFL will pay to the overseas vendor directly? Kindly confirm.	Please refer clause 14.1 of SCC
47	Page 33 of 37	INSTRUCTION TO BIDDERS -	1.Merit rate of Custom Duty 2. Concessional rate of Custom Duty.	Requested to provide the import duty for both of the options	Rate of CD shall be as per Govt guideline

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48	Page 33 of 37	INSTRUCTION TO BIDDERS	<u>Loading towards Payment Security towards Foreign Supplies</u> Para 28.4.5 states that Owner agrees for payment by LC for the entire foreign supplies, if the Bidder so desires. Bidder to indicate their preference clearly	What are the payment terms for the LC and what will be LC Duration & Usance period .What will be the LC negotiations documents .Will the LC allow partial shipment and transshipment Will NFL open separate LC for indigenou material and for services also .If yes than what will be the payment terms and usance period	No. LC for indiginous supply & services is not allowed.
49	33 Of 37	28.7	Applicability of Custom Duty for this project	Please confirm the concessional rate of CD applicable for this project.	Rate of CD shall be as per Govt guideline
50	Page 33 of 37	APPLICABILITY OF CUSTOMS DUTY FOR THIS PROJECT	concessional custom duty is applicable to NFL and we need to pass on the benefits of concessional custom duty to NFL .	Please let us know the custom duty rate applicable to NFL and under which notification NFL is falling .Please also clarify the documents to be provided by NFL for the same . Please also clarifies the impact on Custom Duty in the absence of the required documents.	CD Rates shall be as Government Guidelines
51			Transit Sale	Can we do the transit sales (Material directly supplied from our vendor Factory /warehouse to NFL Directly showing NFL as the consignee.	Refer Clause 12.11 of SCC
52			Pre bid Meeting	We anticipate number of queries post pre bid meeting and post clarifications. Hence our request to have 2 nd pre bid meeting for better clarity of job for the bidders to quote.	As per NIT, no 2nd Pre-bid meeting is allowed.
53	Pg 35 of 37	32.4	Bidders are advised to note that owner desires to issue separate purchase/work orders for each of type following activities/procurement/services a. Supplies b. Services c. Civil works A wrap up agreement needs to be entered into by the contractor accepting single point responsibility and liability thereof against each of the individual work orders or purchase orders of the LSTK contracts.	Please confirm how the provisions of the withholding taxes of the VAT and Income tax shall be applied on the Service and the Civil works.	taxes will be deducted as per prevailing rules
54	Pg 35 of 37	33.1	OWNER will send a draft CONTRACT to the successful Bidder, which will form basis of discussion and finalisation of the CONTRACT. Both the OWNER and the CONTRACTOR shall initial the agreed CONTRACT. This CONTRACT shall be subject to the approvals by the Board of Directors of NFL/ Government of India. Any variations suggested by the Board / Government of India shall be incorporated in the CONTRACT subsequently with proper change orders if such changes lead to any price or time implication which shall be binding on CONTRACTOR and OWNER	Kindly confirm what will be the procedure for analysing the price implication due to the variations suggested by the Board. Any changes are subject to accepted by Bidder	refer clause 1.2.23 of SCC



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
55	35 of 37	33.1	SIGNING OF CONTRACT OWNER will send a draft CONTRACT to the successful Bidder, which will form basis of discussion and finalisation of the CONTRACT. Both the OWNER and the CONTRACTOR shall initial the agreed CONTRACT. This CONTRACT shall be subject to the approvals by the Board of Directors of NFL/ Government of India. Any variations suggested by the Board / Government of India shall be incorporated in the CONTRACT subsequently with proper change orders if such changes lead to any price or time implication which shall be binding on CONTRACTOR and OWNER	We request NFL that any such variations shall be subject to mutual agreement with the Bidder for acceptance of such variation in scope as the same should be restricted only to the package quoted. Any implications of such changes including financial implications shall be mutually agreed upon.	Shall be as per NIT. Please refer clause 3.0 of SCC
56	36 of 37	35	CONTRACT SECURITY CUM PERFORMANCE BANK GUARANTEE	We request NFL that the Contract Security Cum Performance Bank Guarantee shall be valid for Defect Liability Period plus 3 (three) months claim period. Kindly confirm.	Shall be as per NIT
57	36 of 37	35.1	Performance bank Guarantee	Performance bank Guarantee shall be valid up to defect liability period with a claim period of Three (3) months.	Shall be as per NIT
58	Page 36 of 37	CONTRACT SECURITY CUM PERFORMANCE BANK GUARANTEE	Bank Guarantee shall be valid till defect liability period + 6 months claim period	1. As per industry practice claim period is 1 month .Kindly reduce this to one month .Please confirm 2. Bank's Standard conditions containing validity of the BG, Liability of Bank in value and other general Conditions concerning the details of the BG also appear in the BG's as per Bank Format .Please allow that. 3.ABG is always given for taking advance .Can we incorporate the following condition in the ABG " This Advance Bank Guarantee shall be effective and enforceable from the date of receipt of written confirmation from the supplier that they have received the advance payment of Rsin terms of Tender No In the account no 0030330003694 held with HDFC Bank Limited	As per NIT
59	4 of 89	1.0	General	This being short cycle project Third party inspection is not envisaged. Following is proposed: a) Inspection of BHEL manufactured equipment shall be witnessed by NFL/ 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 NFL/ PDIL.	Shall be as per Technical section of NIT



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
60	6 of 89	2	CONTRACT DOCUMENTS	We request NFL to include Pre-bid clarifications, Purchase Order / Work Order issued by the Owner in the list of Contract Documents.	Amendment, if any after pre-bid clarification shall form part of Contract.
61	7 of 89	2.1.5	<p>INTERPRETATION OF CONTRACT DOCUMENTS:</p> <p>In case of an irreconcilable contradiction in the Commercial Terms or Conditions/ Technical Requirements or technical specifications between Indian standards/Applicable Codes & Standards, GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS OF CONTRACT, Specifications, DRAWINGS, Schedule of Lump sum Price and or Agreed Variations to the extent that the two provisions cannot co-exist or be read together to satisfy both or all, the following order of precedence shall prevail:</p> <p>i) Formal Contract ii) Detailed Letter of Acceptance iii) Statement of Agreed Variations iv) Job specifications/ Scope of Work v) Drawings vi) Technical/Material Specifications vii) Quality Assurance Procedures viii) Applicable Codes & Standards ix) Special Conditions of Contract x) General Conditions of Contract xi) Price Schedule xii) Instructions to Bidders xiii) Other documents</p>	<p>We request NFL to consider following order of precedence:</p> <p>i) Formal Contract ii) Detailed Letter of Acceptance iii) <u>Letter of Intent, Purchase Order/ Work Order</u> iii) <u>iv) Statement of Agreed Variations & Minutes of Meetings</u> v) <u>Bid submitted by the Bidder</u> iv) vi) Job specifications/ Scope of Work xiii) xv) Other documents</p>	Shall be as per NIT.
62	9 of 89	3	Definition of Terms and interpretation	'COMMERCIAL OPERATION' and 'COMMERCIAL USE' are subject to realisation of payment as per agreed payment terms by bidder. Any generation of Power and Steam (apart from for the 'PERFORMANCE & GUARANTEE TESTS') by 'OWNER' of the 'PLANT' for its use in fertiliser complex shall mean 'PRELIMINARY ACCEPTANCE' of the PLANT by 'OWNER'.	Definition shall be as per NIT.
63	Pg 9 of 89	Pt no 6	CODES' shall mean the following, including the latest amendments, and/or replacements, if any	CODES' shall mean the following, including the latest amendments, and/or replacements, if any, Till BID SUBMISSION DATE	refer clause 1.2.23 of SCC



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
64	11 of 89	3.0 (22)	<p>'DEFECT LIABILITY PERIOD' shall mean a period of 12 months commencing from the date of PRELIMINARY ACCEPTANCE. CONTRACTOR shall warrant that the equipment and material supplied under the CONTRACT shall be new and free</p> <p>from any defect or deficiency with respect to design, material and workmanship. In the event of any, defect or deficiency arising during the defects liability period, CONTRACTOR shall repair or replace the defective or deficient equipment and materials at its own cost. In such event the defect liability period for the particular</p> <p>equipment shall be another 12 months from the date of acceptance by OWNER of such replaced/repared equipment/material.</p>	<p>In line with standard industry practice we request NFL to add the following at the end of the clause:</p> <p>The warranties and remedies offered are conditioned upon proper storage, installation in accordance with the Contractor's instructions or manuals given to Owner under the Contract and in any case shall not be applicable in case of:</p> <ul style="list-style-type: none"> i. Normal wear and tear ii. Alteration, neglect or misuse of the item / equipment, plant by the Owner iii. Repair, replacement or modification has been made to the supplied item / equipment and / or plant by the Owner <p>The extended warranty period or DLP for replaced parts shall be applicable for only one time of such replacement for the relevant part during DLP.</p>	Shall be as per NIT
65	11 of 89	3	Definition of Terms and interpretation	'DEFECT LIABILITY PERIOD' shall mean a period of 12 months commencing from the date of PRELIMINARY ACCEPTANCE OR 18 months from the MECHANICAL COMPLETION OR 18 months from delivery, whichever is earlier.	Definition shall be as per NIT.
66	Pg 11 of 89	Pt no 22	<p>'DEFECT LIABILITY PERIOD' shall mean a period of 12 months commencing from the date of PRELIMINARY ACCEPTANCE. CONTRACTOR shall warrant that the equipment and material supplied under the CONTRACT shall be new and free from any defect or deficiency with respect to design, material and workmanship. In the event of any, defect or deficiency arising during the defects liability period, CONTRACTOR shall repair or replace the defective or deficient equipment and materials at its own cost. In such event the defect liability period for the particular equipment shall be another 12 months from the date of acceptance by OWNER of such replaced/repared equipment/material</p>	<p>The DLP will be for 12 months from the date of preliminary acceptance or 18 months from the date of Readiness of dispatch.</p> <p>For any replaced parts DLP would need to be extended only for the material (part)that is replaced/ rectified, should not be applicable for the entire equipment and any such one time warranty for replaced parts will be only for 12 months from the date of replacement .</p>	<p>Shall be as per NIT</p> <p>For 2nd para of bidder's query, please refer clause 1.2.10.1.5 of SCC</p>



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Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
67	11 of 89	3.0 (25)	'EFFECTIVE DATE OF CONTRACT' The date of issue of LOI shall be considered as EFFECTIVE DATE of the CONTRACT.	We request NFL that the date of signing of Contract and issue of mobilization advance from NFL shall be considered as EFFECTIVE DATE OF CONTRACT. Kindly confirm.	Shall be as per NIT
68	Pg 11 of 89	Pt no 25	EFFECTIVE DATE OF CONTRACT' The date of issue of LOI shall be considered as EFFECTIVE DATE of the CONTRACT	Ref our suggestion in point no-2	Shall be as per NIT
69	Pg 17 of 89	4.1	Within fifteen (15) days from date of receipt of the CONTRACT, CONTRACTOR shall sign the CONTRACT and return it to the OWNER.	While we try our best to meet the timeline but What if there is any delay due to any variations suggested by the Board / Government of India for incorporation in the CONTRACT as per Clause 33.1 of ITB. Would an extension be provided beyond 15 days. Please confirm	Clause 33.1 of Instruction to Bidders clearly indicates provision of CHANGE ORDER in terms of time and Price Implication
70	17 of 89	5.1	Modifications in Contract	Please remove "Acknowledgement of CONTRACT" from the clause.	shall be as per NIT.
71	17 of 89	5.1	Modifications in Contract	Please remove "Acknowledgement of CONTRACT" from the clause.	As per NIT.
72	19 of 89	7.2	INDEMNITIES	We request NFL that Indemnity shall not cover any consequential losses or damages.	Shall be as per NIT.
73	Pg 20 of 89	Pt 7.2.2	It is specifically understood that CONTRACTOR hereby accepts and assumes exclusive liability for and save and hold OWNER harmless from and against of all Taxes arising from the performance of WORK, and all such Taxes shall be deemed to be included in CONTRACT PRICE or any statutory modification thereof.	It is to be noted that as per 14.4 of ITB, any impact on implementation of GST vis a vis current tax structure shall be to the account of Owner. Kindly confirm	clause shall be as per NIT. Provisions for Statutory Variation is already provided in the NIT.

Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
74	Pg 20 of 89	7.2.4	Except to the extent covered by insurance, all amounts payable and due by CONTRACTOR to OWNER under this Clause shall be deducted from CONTRACT PRICE or any other amounts owed by OWNER to CONTRACTOR here under. If such amounts payable by OWNER to CONTRACTOR are less than the amounts payable and due by CONTRACTOR under this Clause, CONTRACTOR shall be liable to OWNER for such excess and shall pay such amount to OWNER immediately suomoto or upon demand as the case may be.	This shall be applicable only for undisputed amounts. Kindly confirm	shall be as per NIT.
75	20 of 89	8.1 & Note (1) to clause 8	Within 30 days after receipt of CONTRACT by CONTRACTOR, the CONTRACTOR shall furnish to the OWNER security in the form of a bank guarantee for faithful completion of Project, as per terms and conditions of the Contract, issued by any nationalised bank except Gramin & Co-operative bank. for an amount equivalent to 10% of the value of CONTRACT.	As per this clause PBG is allowed only from a nationalized bank. We request NFL that the wordings 'nationalised bank' to be replaced with 'scheduled bank or any Indian branch of foreign bank'.	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT.
76	Pg 21 of 89	Pt 8.4	The security deposit cum performance bank guarantee 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 bank guarantee contractor shall arrange to get the bank guarantee extended for the period asked for by OWNER.	PBG is valid for 12months hence we Request deletion of this clause since we anticipate all accounts should be closed during this time period . In case any delay from NFL for settlement of accounts then such extension related cost to reimbursed to contractor along with its overhead .	shall be as per NIT.
77	Pg 22 of 89	8.4	10% of the value of CONTRACT valid for the duration of the completion period and defects liability period plus 06 (Six) months' claim period.	Kindly refer Clause 35.1. of ITB Please clarify difference between "Contract Security cum Performance Guarantee" and "Security cum Performance Guarantee". Are these the same.	"Contract Security cum Performance Guarantee" and "Security cum Performance Guarantee"; both are same.
78	Pg 22 of 89	9.2	The CONTRACT will be signed in triplicate, one copy each for CONTRACTOR, OWNER's Head Office and SITE office. All expenses for the preparation and stamping of CONTRACT shall be borne by the CONTRACTOR.	To be noted and considered.	shall be as per NIT



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
79	Pg 22 of 89	11.1	The CONTRACT shall be considered as having come into force from the EFFECTIVE DATE of the CONTRACT.	What will be the Effective Date.? Issuance of LOI Or Signing of the Contract. Refer Point no 2 and we would like to put in timelines for completion of this exercise ie. Post LOI, signing of contract	definition of Effective Date of Contract shall remain as per NIT.
80	pg 23 of 89	12.2	No sub-contracting prior to written consent of the Owner	There will be time gap in issuance of LOI and signing of contract of at least 1 to 1.5 month and on top of that No sub-contracting prior to written consent of the Owner (post contract signing) may lead to delay execution of the project. There needs to be consideration of this time lag should there be a delay of a month on 1. Mechanical completion or 2. Commissioning, reliability test, Guarantee Test Run leading to Preliminary Acceptance. Please confirm	shall be as per NIT. Contractor to proceed with execution of Contract after issuance of LOI.
81	28 of 89	15.1	INSPECTION, TESTING AND EXPEDITING The OWNER or his representatives shall have their right to inspect and/or to test the goods to conform to the specifications laid down in the CONTRACT. The SPECIAL CONDITIONS OF CONTRACT and/ or the TECHNICAL SPECIFICATIONS shall specify what inspections and test the OWNER require and where they are to be conducted. The OWNER shall notify the CONTRACTOR in writing of the identity of any other representatives retained for this purpose. Expediting by OWNER's representative in no way relieves the CONTRACTOR of his obligation under the terms and conditions of this CONTRACT.	In lines with Section 3, Clause 1.2.8.7.14, we understand that any and all expenses for living, lodging and airfare/ rail fare incurred in connection with inspector shall be borne by Owner. Kindly confirm.	Noted.
82	Pg 31 of 89	19.2.1	Final payment to the CONTRACTOR by the OWNER will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment or any part thereof furnished by the CONTRACTOR is in such suit or proceedings, held to constitute infringement, and its use is enjoined, the CONTRACTOR shall, at his option, and at his own expense, either procure for the OWNER the right to continue use of the said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so that it becomes non-infringing	Request deletion. Can we incorporate "Final payment to the CONTRACTOR by the OWNER will not be made while any such suit or claim remains unsettled."	Shall be as per NIT.



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
83	33 of 89	22.2	OWNER shall pay to CONTRACTOR a lump-sum fixed CONTRACT PRICE, as shown below.....	We request NFL to kindly let us know whether payments in foreign currency will be paid directly to Bidder's foreign suppliers? In case, payments will be made to the Indian Bidder then NFL shall pay on the basis of RBI / Bank Transfer rate prevailing on the date of release of payment. Kindly confirm.	Please Refer Clause 14.1 of SCC.
84	34 of 89	23	<p>DEDUCTIONS FROM CONTRACT PRICE</p> <p>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.</p> <p>All such claims shall be billed by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall if the CONTRACTOR fails to satisfy the OWNER of such claims.</p>	We request NFL to consider any payment of such nature has to be done from Owner after informing in Writing and taking acceptance from Contractor.	Shall be as per NIT
85	Pg 34 of 89	23	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.	Deduction accepted only for undisputed invoices. Or Request Deletion Or Propose Any Significant cost (cumulatively more than 0.25% of Contract value) arising out of Owner carrying out the such works may be billed to contractor and amount less than above suggested amount be borne by client	shall be as per NIT.
86	Pg 34 of 89	25.3	Payment will become due and payable by OWNER within 30 days from the date of receipt of CONTRACTOR'S bill/invoice by OWNER provided the documents submitted are complete in all aspects and are submitted as per billing schedule.	<p>Payment within 30 days from receipt of Contractor's bill.</p> <p>Any delay in payment Interest @18% on delayed amount should be payable by NFL , along with change in commissioning timelines and related cost for such extension of timelines.</p>	shall be as per NIT.

Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
87	Pg 35 of 89	26	The CONTRACTOR shall be liable and pay all taxes, duties, levies, lawfully assessed against the OWNER or the CONTRACTOR or the sub contractor in pursuance of the CONTRACT. The CONTRACTOR shall be solely responsible for all taxes that may be levied on the CONTRACTOR's turnover & profit or on the earnings of any of his employees or personnel engaged by him and shall hold the OWNER indemnified and harmless against any claims that may be made against the OWNER in this behalf. The OWNER does not undertake any responsibility whatsoever regarding any taxes levied on CONTRACTOR and/or his personnel/subcontractor by Centre/State/Local Authorities. The Taxes shall be deducted where the said provisions shall be applicable and/or obligatory on the part of the OWNER.	1. Please confirm that the contractor shall pay only to the extent such taxes are applicable to the Contractor or subcontractor on account of the execution of such contract 2. In case of imported items, the purchaser shall enter into high sea sale agreement and all taxes and duties, if payable on these goods in India shall be born and paid by the Purchaser. The same can be discussed during final commercial negotiations and draft copy will be submitted before final commercial negotiations	1. as per NIT. 2. Refer Clause 14.8 & 14.9 of SCC
88	Page 35 of 89	GENERAL CONDITION OF CONTRACT	Schedule of Payment The CONTRACTOR shall submit billing schedule which is to be approved by the OWNER. The CONTRACTOR shall submit one progressive bill every month based on the billing schedule duly certified by OWNER with related documents.	In case of Supply Billing will be on the basis of supply so progressive Invoicing can't be done for supply material .We request you to please amend clause as that the Contractor shall submit the bill on the basis of billing schedule duly certified by the owner. Please also confirms that Progressive Billing is not applicable on Supply	As per NIT
89	Pg 36 of 89	28.1	CONTRACTOR shall take in the joint name of CONTRACTOR and OWNER comprehensive transit insurance for imported and indigenous goods. Transit-cum-Storage-Erection or its equivalents and third party liability insurance policies with reputed underwriters to cover ALL RISK whatsoever during the whole period starting with dispatch of GOODS from CONTRACTOR's warehouses/ Ex works in foreign country to CIF port of shipment for imported GOODS and EXW at Contractor's works for indigenous GOODS and shall further cover for performing services in India for transportation, loading, unloading, assembly, erection, testing COMMISSIONING of PLANT till PRELIMINARY ACCEPTANCE	Wherein the Owner is the co - insured, the Claims under the policy would be payable to the Owner. The owner shall comply with all such documentation to ensure that the insurance claims are paid to the Contractor, as the Contractor will be responsible for the rectification/replacement, pending the discharge of the claims. Kindly Confirm	Please refer Clause 28.8 in this regard.



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90	Page 36 of 89	28.1.1	Insurance for NFC existing plants/facilities for a value not less than Rs 550 (Five Hundred Fifty) million for each site	Need to be discussed for further clarity.	Shall be as per NIT
91	Page 38 of 89	28.4	IRDA approved insurance	For Imported supplies can insurance policy be obtained from insurer in that territory	Shall be as per NIT
92	39 of 89	29	GUARANTEES	We request NFL to replace "Guarantees" with "Defect liability Period" in line with standard industry practice. Kindly confirm	Shall be as per NIT
93	Pg 39 of 89	29.3	After the issue of the PRELIMINARY ACCEPTANCE CERTIFICATE, in the event of an emergency where, in the judgement of the OWNER, delay would cause serious loss or damage, repairs or adjustments may be made by the OWNER or a third party chosen by the OWNER without advance notice to the CONTRACTOR and the documented and direct cost of such work shall be paid by the CONTRACTOR but only to the extent that the repair or adjustment was due a defect attributable to CONTRACTOR.	This has to be commercially reasonable costs being incurred and intimation of such acts should be given to the contractor. Kindly confirm acceptance	Shall be as per NIT
94	39 of 89	29.3	After the issue of the PRELIMINARY ACCEPTANCE CERTIFICATE, in the event of an emergency where, in the judgement of the OWNER, delay would cause only to the extent that the repair or adjustment was due a defect attributable to CONTRACTOR.	We request NFL that it shall be first referred to the Contractor and in the event of inability of the Contractor only it can be done by the Owner. In the event of failure to do so, the Contractor shall not be responsible for the same. We also request NFL to consider that Contractor will not be responsible for any loss/Damage for the work done by the Third party who was chosen by the Owner. Kindly confirm.	Shall be as per NIT
95	39 of 89	29.7	At the end of the DEFECTS LIABILITY PERIOD or the extended DEFECTS LIABILITY PERIOD, the CONTRACTOR's liability ceases. In respect of goods supplied by the SUBCONTRACTORS to the CONTRACTOR where a long guarantee (more than 12 months) is provided by such CONTRACTORS, the OWNER shall be entitled to the benefit of such longer guarantees.	We request NFL to consider that Defect Liability Period provided by the Contractor for all the equipment shall be limited to only 12 months from Preliminary Acceptance. No long guarantee shall be provided. Kindly confirm.	Shall be as per NIT
96	Pg 40 of 89	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 tests.	This is valid only to the extent this loss or damage is attributable to the Contractor. Confirm acceptance	Shall be as per NIT



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
97	Page 40 of 89	29.14	Performance Guarantees	From technical or commercial documents it is not clear whether Performance for short fall of output, if any, are subject to any MAD (MUTUALLY AGREED DAMAGES) or it is MAKE GOOD type. Please	please refer clause 31.2.2 of GCC
98	41 of 89	31.1.1	Price Reduction Clause	Please clarify how the Price Reduction will be applicable based on two separate events i.e Mechanical and Preliminary acceptance.	NIT clause is amply clear.
99	41 of 89	31	Price Reduction	a) We agree for Liquidated damages(LD) for delay in case of delays attributable to Contractor @ 1/2 % per week subject to maximum 5% of the Contract Price excluding taxes/ duties beyond Contractual Commissioning Schedule for delayed equipment b) Liquidated Damages shall not be applicable on taxes/ duties as same is reimbursible extra at actuals against submission of documentary evidence.	Shall be as per NIT
100	41 of 89	31	PRICE REDUCTION CLAUSE	We request NFL to replace Price Reduction clause with Liquidated Damages which shall be paid by the Contractor to the Owner in case of delay or increase in the guaranteed Works Cost and shall not be linked to the Contract Price.	Shall be as per NIT
101	41 of 89	31.1.1	Price Reduction Clause	Please clarify how the Price Reduction will be applicable based on two separate events i.e Mechanical and Preliminary acceptance.	NIT clause is amply clear.
102	42 of 89	32	Overall Ceiling on Total Liability	Notwithstanding anything contained elsewhere in contract OR Implied to the contrary CONTRACTOR'S entire liability under contract shall be limited to 100% of the Contract Price.	As per NIT.
103	42 of 89	32	Overall Ceiling on Total Liability	Notwithstanding anything contained elsewhere in contract OR Implied to the contrary CONTRACTOR'S entire liability under contract shall be limited to 100% of the Contract Price.	As per NIT.
104	Pg 42 of 89	32.2 Overall Ceiling on Total Liability)	32.1 Notwithstanding anything contained elsewhere in CONTRACT or implied to the contrary CONTRACTOR'S entire liability under CONTRACT, but excluding liability under the provisions of clauses 32.2 shall be limited to 10% of the CONTRACT PRICE. 32.2 Notwithstanding the provision of sub-clause 32.1, Bidder's liability shall be unlimited to make the plant good as per Clause. no. 2.6.2 of Section 12 of Technical Part.	Overall limitation of liability of contractor should not be more than 50% of the contract order value as against stated in clause 32.2	As per NIT.
105	42 of 89	32.1 32.2	OVERALL CEILING ON TOTAL LIABILITY	We request NFL to modify the clause as below:	Shall be as per NIT



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
			Notwithstanding the provision of sub-clause 32.1, Bidder's liability shall be unlimited to make the plant good as per clause Cl. No. 2.6.2 of Section 12 of Technical Part.	"Except in cases of criminal negligence or willful misconduct, a) the Contractor shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Owner and b) the aggregate liability of the Contractor to the Owner whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price.	
106	Page 42 of 89	GENERAL CONDITION OF CONTRACT	Notwithstanding anything contained elsewhere in CONTRACT or implied to the contrary CONTRACTOR'S entire liability under CONTRACT, but excluding liability under the provisions of clauses 32.2 shall be limited to 10% of the CONTRACT PRICE.	Please keep this as 5% of the contract price.	As per NIT
107	Page 42 of 89	GENERAL CONDITION OF CONTRACT	Notwithstanding the provision of sub-clause 32.1, Bidder's liability shall be unlimited to make the plant good as per Clause. no. 2.6.2 of Section 12 of Technical Part.	Kindly delete the clause 32.2	As per NIT
108	Pg 42 of 89	33.1.1 (CONTINUED PERFORMANCE)	The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests. It is understood by the contract that in the event of any losses/damages caused to the owner (NFL) due to the reasons whatsoever within his control and the same losses/damages are approved, the contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law.	Contractor should not be held responsible for consequential losses under any circumstances. Deletion requested. During such period contractor should be paid as per contract without any impact of such dispute to continue the work . Except consequential loss all other terms equally applied to NFL for contractor loses/damages also	shall be as per NIT.
109	43 of 89	33.1.1	Continued Performance	We request NFL to delete the clause as Contractor cannot take responsibility of consequential losses.	Shall be as per NIT



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			<p>The Contractor shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.</p> <p>It is understood by the contract that in the event of any losses/damages caused to the owner (NFL) due to the reasons whatsoever within his control and the same losses/damages are approved, the contractor has to make good all the consequential damages/losses to the Owner without any protest and demur. The damages/losses shall be apart from other claims/damages to which the Owner is entitled under the contract or in the course of Law.</p>	<p>The Owner also shall not stop making payments to the Contractor due under the Contract pending such resolution of disputes. NFL is requested to clarify the same.</p> <p>Also in case of unilateral stoppage of work by the Contractor, Contractor should give notice to the Owner stating the reasons of doing the same. In case Contractor's reasons are genuine, the same should not be considered as breach of the Contract. Kindly confirm.</p>	
110	43 of 89	34	TERMINATION OF CONTRACT	In order to make fair and equitable Termination and Suspension clauses for both Owner and Contractor, we propose NFL to consider Termination and Suspensions clauses as per Attachment 1 to this Annexure. These clauses are in line with standard industry practice.	Shall be as per NIT
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		47	SUSPENSION OF WORK		



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
111	Pg 44 of 89	34.2.2	If within 30 days after the posting of the notice addressed to the CONTRACTOR, the CONTRACTOR fails to comply with the notice or if in the opinion of the OWNER, the CONTRACTOR's reasons or proposals are not satisfactory, then the OWNER, without prejudice to any other rights that he may have under the CONTRACT against the CONTRACTOR, may either: a) Entrust the whole or part of the remaining work to any agency for undertaking the balance work not withstanding any provision of the contract in respect of confidentiality and license clauses or b) Terminate the CONTRACT and encash the Bank Guarantee.	Specific notice for termination after the cure period should be asked for.	shall be as per NIT.
112	Pg 44 of 89	34.2.3	On termination of the contract due to the default of LSTK contractor, the amount to be recovered on account of project completion by engaging a third party at risk and cost to the LSTK CONTRACTOR shall be capped to 40% of the LSTK CONTRACT Price.	We request cap to be reduced to 10% of the Contract Price.	Shall be as per NIT
113	Pg 44 of 89	34.3.1	Owner shall have right to suspend making any payments to the contractor during the period of rectification of the defaults.	Payment related to only rectification related part should be kept on hold . Any other payment hold will be subject to extension of timelines/related cost. The Payment to contractor should carry if rectification work is more than 2 weeks as the site will still have Project execution team and such suspension may impact Bidder's Cash Flow	Shall be as per NIT



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
114	Pg 46 of 89	34.7.1 Termination of Contract on Account of OWNER's Convenience	The OWNER, may, by written notice send to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time for his convenience. The notice of termination shall specify that termination is for the OWNER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.	Termination for Owner's Convenience should entitle the Contractor for all costs (including the subcontract cancellation charges) incurred on account of such termination plus reasonable profit on the same.	shall be as per NIT.
115	Pg 46 of 89	34.7.2	The jobs that are complete and ready for handover, within 30 days after the CONTRACTOR's receipt of notice of termination shall be paid by OWNER at the	Termination for Owner default should be included in the contract specifically to include the termination/ suspension of the works for default in the payment. Such default by Client should also entitle	shall be as per NIT.
116	Pt 46 of 89	34.7.3 (Termination due to Insolvency)	OWNER may at any time terminate CONTRACT giving written notice to CONTRACTOR, without compensation to CONTRACTOR, if CONTRACTOR becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will accrue thereafter to OWNER.	Provision for Insolvency shall apply viz-a-viz to both the parties. In the event of termination for insolvency by the supplier, Provisions for "Termination for Convenience" (clause 34.7.1) by the purchase shall apply	shall be as per NIT.
117	49 of 89	40	"Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or outNational Fertilizers Limited for appointment of Arbitrator. (appropriate designated authority may be inserted as per contract value)	We request NFL to consider the following: The Sole Arbitrator shall be appointed with mutual consent of the Parties. In case mutual consent is not achieved with respect to Sole Arbitrator then each Party shall appoint one arbitrator and the third and presiding arbitrator shall be appointed by both the arbitrators.	Shall be as per NIT

Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
118	Page 46 of 89	GENERAL CONDITION OF CONTRACT	Termination of Contract on Account of OWNER's Convenience	This clause should be deleted as it is talking of Termination of Contract on account of owner convenience .This has to be deleted as Bidder would suffer unnecessary. So kindly remove this clause .	As per NIT
119	Pg 49 og 89	40.1	<p>"Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Designated Unit Head/E.D./Functional Director/Chairman & Managing Director, National Fertilizers Limited for appointment of Arbitrator.(appropriate designated authority may be inserted as per contract value)</p> <p>The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act 1996, The Arbitration & Conciliation (Amendment Act 2015) or any further statutory modification or reenactment thereof and the rules made thereunder.</p> <p>If the arbitrator to whom matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit."</p>	The arbitrators should be mutually decided by the parties.	shall be as per NIT
120	Pg 53 of 89	47.2	If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the	We propose the period to be reduced to 45 days.	shall be as per NIT.



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
121	Page 49 of 89	GENERAL CONDITION OF CONTRACT	ARBITRATION: Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to Designated Unit Head/E.D./Functional NIT FOR GTG & HRSG PROJECT NFL, PANIPAT & BATHINDA GENERAL CONDITION OF CONTRACT PNM/PC135..136/E-601/P-I/Sec.-2.0 DOCUMENT NO.REV. 0 Page 50 of 89 FORM NO: 02-0000-0021 F2 REV3 All rights reserved Director/Chairman & Managing Director, National Fertilizers Limited for appointment of Arbitrator.(appropriate designated authority may be inserted as per contract value)	Kindly Keep the Arbitration Clause as "Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice be referred to Arbitration Panel .Each party shall appoint one arbitrator each and these two nominated arbitrators shall appoint the Presiding Arbitrator whose decision shall be final and binding upon the Bidder/ Contractor and NFL .	As per NIT
122	64 of 89	55.4.13	Make of Material	We wish to submit that BHEL is the one of the largest Engineering Company in India and possesses extensive experience of D&E, Manufacture, Supply, E&C and Civil Works for GTG based Power Plant In India and Abroad. All major equipments viz. GT, Electrical Generator, HRSG, Transformers, HT Switchgears, Motors, Controls, etc. are manufactured indigenously by BHEL as per state of art Technology. Accordingly, we have envisaged BHEL manufactured equipment for this project and for such item Vendor list shall not be applicable for such Items. For bought out items BHEL proposed Vendor list shall be submitted along with proposal.	shall be discussed during Post Bid Stage.
123	10 of 85	3.0(7)	Commercial operation	a) Please add, 'or Part there of' after complete equipment in 2 nd line from top. b) Commercial operation of respective GTG/ HRSG shall be deemed to commence from generation of Power/ Steam at available load.	Shall be as per NIT
124	14 of 85	3.0(50)	Preliminary Acceptance	PG Test may please be delinked with Preliminary acceptance.	Shall be as per NIT



PRE-BID QUERY REPLY
NFL's GT-HRSG PROJECT AT BATHINDA, PANIPAT AND NANGAL
(COMMERCIAL)



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
125	Page 36 of 89	GENERAL CONDITION OF CONTRACT	Bidder shall take appropriate insurance cover, under its Third Party Liability for at least Rs 250 million and for Owner's existing plants/facilities for a value not less than Rs 550 (Five Hundred Fifty) million for each site.	As per standard practices, Third Party Liability Insurance can be maximum taken as 10 % of sum assured of EAR Policy so kindly insert this accordingly.	All insurance Coverage to be taken appropriately
126			Contractor shall ensure that in addition to "Erection All risk policy", the coverage in respect of workmen compensation (including treatment cost), Mediclaim Policy, Professional Indemnity (with the amount of minimum excess) has been appropriately taken.	Please remove Professional indemnity and mediclaim policy from this clause as both these policies are covered in Workman Compensation & Erection All risk policy	As per NIT



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
127	Page 60 of 89	GENERAL CONDITION OF CONTRACT	An inventory shall be made by the CONTRACTOR of all surplus construction materials and empties including but not limited to scrap, wastages and unserviceable material applied and/or remaining in the hands of the CONTRACTOR upon completion of the CONTRACT for whatsoever reason, and the CONTRACTOR shall forthwith, upon being required to do so, place the OWNER in undisputed possession of and transport the said material to the Project Manager	Since this contract is LUMP SUM contract so the surplus material and scrap material should be the property of the contractor .PI allow that .	Shall be discussed at post Bid Stage
128	Page 66 of 89	GENERAL CONDITION OF CONTRACT	SHIPPING AND OTHER DOCUMENTS (page no 113) states that contractor needs to provide Clean Bill of lading and show owner as the consignee and also mention contract no .	Since MATERIAL is to be imported by Indian Contractor so Owner can't be show as consignee in the Bill of lading .PI delete this condition . If Owner allow High Seas sales then in the High Seas Sales Agreement ,Owner can be shown as the consignee and the purchaser .Similarly Bill of lading can be endorsed in the favour of Owner in case of high Seas Sales .PI confirm the applicability of High Seas Sales.If high Seas Sales is allowed then PI confirm how we will claim reimbursement of custom duties .Will debit note for the same will suffice or Invoice towards Custom Duties will be required	Refer Clause 14.8 & 14.9. of SCC
129	Page 71 of 89	GENERAL CONDITION OF CONTRACT	Preparation of final Bill after the completion of supplies	The sales tax laws don't have provision for final bill in the law for supplies .So this clause has to be deleted .This clause can be met in the case of services .So Kindly delete this clause.	As per NIT.
130	Pg 81 of 89	57	Underground obstructions, if any will be removed by Contractor. The soil investigation report furnished in the technical part is indicative only and is enclosed purely for information/guidance purpose to the bidders. The contractor shall carry out its own detailed soil investigation for the proposed plant. Design of the foundation system of the plant shall be based, only on the site specific report. Nothing extra shall be paid in case of any variation arising out of the soil report conducted report conducted by the bidders and the data given in the tender is only for guidance purpose.	Whether Extension of time will be granted by the Client, in case of additional time required for removal of obstructions. Unforeseen risk to the Contractor as the underground utilities or obstructions may not be interpreted from the report.	refer relevant technical replies



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
131	Page 82 of 89	GENERAL CONDITION OF CONTRACT - Clause 59	Unless otherwise specified in Bidding Documents, it shall be the CONTRACTOR's sole responsibility to obtain all statutory clearances /approvals /permissions /licences etc from any authority,	Please define the Statutory approvals required for these projects	shall be as per NIT. All Statutory approvals is in Contractors Scope. All necessary support in this regard, shall be provided by Owner.
132	Pg 82 of 89	59.1	Unless otherwise specified in Bidding Documents, it shall be the CONTRACTOR's sole responsibility to obtain all statutoryclearances/approvals/permissions/licences etc from any authority, required under any statute, rule or regulation of the Central or State Government concerned with the performance of the CONTRACT and/or the contractual Work. The application on behalf of the OWNER for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual construction/COMMISSIONING of the WORKS is not delayed for want of the APPROVAL/inspection etc by the concerned authorities. The CONTRACTOR shall arrange for the inspection of the works by the authorities and will undertake necessary coordination and liaison required and shall not be entitled to any extension of time for any delay in obtaining such approval. All statutory fees shall be paid by the CONTRACTOR and the same shall be reimbursed by the OWNER upon production of documentary evidence by the CONTRACTOR.	Environmental/Pollution and Project Statutory clearance for factory will be in Client scope. Official fees for all other statutory clearances will be paid directly by owner Please confirm	shall be as per NIT. All Statutory approvals is in Contractors Scope. All necessary support in this regard, shall be provided by Owner.
133	Pg 82 of 89	59.3	No extension of time shall be granted for meeting the requirement and/or obtaining APPROVAL of statutory authorities.	It is requested to provide extension of time on account of delay in approvals, as the same may be beyond the control of the Contractor. Please confirm	shall be as per NIT.
134	Pg 82 of 89	60.1	The CONTRACTOR shall ascertain the availability of local SUB-CONTRACTORS and skilled/unskilled manpower and engage them to the extent possible for performance of the WORKS.	It should not be a mandatory requirement.Please confirm	shall be as per NIT.
135	83 of 89	55.2.4	Surplus Material	The word, 'and Ownership' appearing in 2nd line of Cl. No. 62.2 may please be replaced by 'and supplied for this Contract irrespective of Ownership'.	Shall be as per NIT



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
136	Pg 88 of 89	75.5.0	No claims or correspondence on claims on this CONTRACT shall be entertained by either parties after 6 months after expiry of the Performance Bank Guarantee, unless specified otherwise in CONTRACT.	Would it be applicable under any circumstance. Kindly confirm under what condition would this become applicable	shall be as per NIT.
137	Pg 13 of 57	1.2.8.9.4	In case of delayed delivery beyond the stipulated delivery period, for reasons not attributable to OWNER, FORCE MAJEURE and suspension of WORK by OWNER, even though normal extension of GUARANTEED COMPLETION DATE time is allowed by OWNER, all extra costs on account of changes of statutory regulations/Acts or increase in price on any other account including price variation clause, shall not apply to CONTRACT PRICE and the same shall be borne by CONTRACTOR.	Request Deletion or add subject to reasons solely attributable to contractor instead of "for reasons not attributable to OWNER" .	shall be as per NIT.
138	Page 17 of 57	SPECIAL CONDITION S OF CONTRACT	CONTRACTOR shall mark the following on packing three sides i.e. two sides faced and cover (Top) EQUIPMENT with indelible paint in conspicuous printed letters not less then 5 cm. in size in English: A. For Imported EQUIPMENT Government of India A/c NFL's GTG & HRSG PROJECT, PANIPAT & BHATINDA, INDIA. a) CONTRACT /PO NO. : _____ b) Equipment Description and Item Nos. : _____ c) Package : _____ of _____ d) Gross / Net Weight (Kgs.) : _____ e) Dimension L x W x H cms. : _____	Since Originally material it to be imported in Bidder's / contractor's name so this clause can't be me met .PI remove this condition . Is there any concession on Entry tax and service tax since this projected is GOVT OF INDIA Project .If yes PI provide all the details with relevant notification	As per NIT.
139	Pg 19 of 57	1.2.8.10.11.1	Shipping Arrangement and Forwarding of Document - OWNER requires ocean transportation by Conference line vessels or by Indian flag Vessels. Only in case of extreme exigencies, if the specified carrier is not available within the delivery period required by CONTRACTOR, alternate carrier can be used with prior approval of OWNER.	The vessel will be decided by the contractor based on exigencies and commercial considerations or any impact due to this requirement like delay , cost will be pass through to Owner.	shall be as per NIT.
140	23 of 57 53 of 57	1.2.10 17	Warrantees and Guarantees LIABILITY FOR DEFECTS	We request NFL to delete the clauses as Defect Liability is already covered at clause 29.0 in GCC. Kindly confirm.	Shall be as per NIT



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
141	Pg 24 of 57	1.2.11.2	If the performance of PLANT and/or any of EQUIPMENT fails to be as guaranteed and set forth in CONTRACT, CONTRACTOR shall investigate the causes and provide free of cost to OWNER, design, engineering, MATERIALS and services and EQUIPMENT within a reasonable period to prove guarantees. CONTRACTOR's liability in this respect shall be unlimited, in accordance with the provisions of CONTRACT	Contractor's liability in any circumstance shall not exceed Contract value and therefore can not be unlimited. We suggest the same should be limited to 50% of the Contract Price. Please confirm the same	shall be as per NIT.
142	24 of 57	1.2.12.1	Government Clearances, Permits and Certificates CONTRACTOR shall procure at its expenses, all necessary APPLICABLE PERMITS, certificates and licenses required by virtue of all APPLICABLE LAWS, regulations, ordinances and asserted or established violation of such laws, regulations, ordinances or other rules. OWNER will provide the necessary assistance to CONTRACTOR for obtaining PERMITS for CONTRACTOR's personnel to undertake WORK in India in connection with CONTRACT.	All Permits, clearances and Licenses to be furnished in the name of the Owner shall be carried out by Owner. Kindly confirm.	Shall be as per NIT
143	Pg 33 of 57	1.32.2.1	Except for tests required as per the provision of CONTRACT, OWNER may at any time prior to FINAL ACCEPTANCE OF PLANT request re-testing or additional testing of any EQUIPMENT, incorporated or to be incorporated into PLANT, or WORK if OWNER believes the results of earlier tests are not accurate or do not establish the true condition of EQUIPMENT or WORK being tested.	All cost of such of re-test & delay in project will be on account of Owner and DLP ,all payments related to milestone will be released based on first test . Such retest will be allowed only in case any mutually agreed technical expert third party proves that earlier test are not accurate.	shall be as per NIT.



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
144	pg 36 of 57	2.8 Site facilities	OWNER shall provide the following SITE facilities: a) Organisation and personnel for general co-ordination of site activities. b) General safety and security services. c) Construction water and power shall be provided, free of cost, by OWNER at a single location at site. d) SITE e) OWNER shall not provide any facilities for travelling to and from SITE to the place of residence to the personnel of CONTRACTOR, deputed at SITE for performing WORK under CONTRACT. f) OWNER may provide accommodation on chargeable basis subject to availability . g) Area for making shed/covered storage for storing EQUIPMENT	Refer point (d)- SITE.- means 'Handing over of clear Site' to the Contractor for commencement of works Ref pt (f) - provide anticipated rates for such accommodation	As per NIT For point f)', Accomodation is subject to availability. Rate shall be intimated at the time of request only.
145	Page 39 of 57	10.3	C-Forms	C-Form shall be issued quarterly by NFL for getting concessional rate of CST on interstate dispatches	Noted
146	Page 39 of 57	BID PRICES	OWNER will issue C-Form annually wherever applicable on all interstate sale of materials by the CONTRACTOR to enable the CONTRACTOR to avail of concessional rate of sale tax on such sales.	As per law ,C form is issued quarterly so we request you to please remove the existing clause and states that C form will be issued as per the applicable law of Sales Tax in INDIA	C-Form shall be issued Quarterly
146 a			Taxes & duties	Is there any Concessions in Taxes ,Excise Duties and Entry Tax available as this being a Govt of India Project	As per Government of India notifications applicable
147	41 of 57	11	Currencies of Bid and Payment	We understand that payment shall be made to Bidders in the Currency quoted by Bidder as per approved Billing Schedule. Taxes/ Duties shall be paid in Indian Rupees. Please confirm.	please refer clause 19.3 of Instruction to Bidders
148	42 of 57	11.2 & 11.3	Tax implication on account of shifting of category of indigenous material to imported and vice versa	a) In the event of sourcing of material from outside India which were envisaged to be procured from India during the time of bid, taxes/ duties viz. CD, CVD, SAD, E. Cess shall be paid by NFL extra at actuals under the overall ceiling of Excise duty/ CST/ VAT b) In the event of sourcing of material indigenously which were envisaged to be procured from outside India during the time of bid, taxes/ duties viz. ED, CST, VAT shall be paid by NFL extra at actuals under the overall ceiling of CD/CVD/SAD/ E. Cess.	Shall be as per NIT



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
149	Pg 43 of 57	12.10	WORKS CONTRACT TAX LSTK Price shall consist of (i) Price of Materials and (ii) Price of Services which does not include any part of material (iii) CIVIL Works. The prices shall be inclusive of works contract tax / VAT/Commercial Tax/trade tax and Punjab construction workers welfare cess prevailing in the state of Punjab. Owner will deduct tax at sources as per prevailing rules and issue necessary certificates to this effect to the Contractor. The Contractor shall be entirely responsible for getting their accounts settled with sales tax authorities & shall submit no dues certificate from the competent sales tax authority before clearance of their final bill.	Works Contract Tax and relevant withholding shall be applicable only on the Civil works. Also, it may not be possible to provide " No Dues certificate" prior to payment of Final Invoice, as this entirely will be dependent on tax assessment proceedings over which the Contractor shall not have any control. Request deletion.	shall be as per NIT.
150	Pg 43 of 57	12.1 (v)	In order to average out the risk to the Contractor on account of excess outgo of Taxes, Owner accepts overall Cap instead of respective unit cap on GTG,HRSG Plant and Associated facility. The cap on taxes & duties shall be for an individual element of tax/duty, i.e. Customs, VAT, excise, service tax, as submitted by the Bidder in the priced bid format for each Plant.	Please clarify whether cap will be on overall Taxes & Duties or individual taxes & duties will have cap. Overall cap should be provided to average out the risk.	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT
151	43 of 57	12.1 (v)	PRICES, TAXES AND DUTIES AND OTHER LEVIES: 'In order to average out the risk to the Contractor on account of excess outgo of Taxes, Owner accepts overall Cap instead of respective unit cap on GTG,HRSG Plant and Associated facility. The cap on taxes & duties shall be for an individual element of tax/duty, i.e. Customs, VAT, excise, service tax, as submitted by the Bidder in the priced bid format for each Plant.	We request NFL that to cap on taxes & duties shall be on overall basis and shall not be for an individual element of tax/duty, i.e. Customs, VAT, excise, service tax, as submitted by the Bidder in the priced bid format for each Plant. Kindly confirm.	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT
152	44 of 57	12.7	PRICES, TAXES AND DUTIES AND OTHER LEVIES Any other taxes / duties in relation to this CONTRACT, which in terms of relevant legislation is the liability of CONTRACTOR, is discharged by OWNER, would be recovered from the CONTRACTOR from any subsequent payment due to the CONTRACTOR.	We request NFL to consider that any payment of taxes/duties in relation to the contract from Owner has to be notified to the contractor before making such payment. Kindly confirm.	Shall be as per NIT



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
153	45 of 57	12.10	Works Contract Tax	<p>As per provision of CL.No. 32.4 of ITB, divisible COntract shall be awarded i.e (a) Supplies, (b) Services & (c) Civil Works. Accordingly, NFL/ PDIL is requested to confirm following:</p> <p>I) Please confirm that VAT on Works Contract/WCT shall not be applicable on Supplies Contract , Services Contract (viz. D&E, E &C, Transportation, Insurance). In case same becomes applicable same shall be reimbursed extra at actuals by NFL. No WCT-TDS shall be deducted for Supply and Services Contract portion. However, in case of WCT-TDS deduction on Supply and Pure Services Contract same is to be paid/ reimbursed by Customer to BHEL within 7 days of deduction for the value of WCT TDS certificate/ TDS deducted.</p> <p>II) With regard to VAT on Works Contract cost, as per SOP Part-III, Sl. No. 2 it is indicated VAT@...% of Work Contract Cost. Please clarify the rate of VAT applicable for this project. Also, NFL/ PDIL is requested to confirm whether input credit on VAT on Works Contract and Service Tax on Works Contract is available.</p>	This being LSTK Job, bidder to ascertain all applicable taxes and duties. Further, TDS shall be deducted as per the prevailing rules.
154	46 of 57	13.1	STATUTORY VARIATION IN TAXES AND DUTIES:	<p>We request NFL that during the course of performance of the contract if any rate of Taxes, duties, levies and charges (hereinafter called "TAX") are increased or decreased, a new Tax is introduced, an existing Tax is abolished or in case change in interpretation or application of any new tax takes place after the date Seven (7) days prior to date of submission of bids/revised price bids (whichever is later) then OWNER shall make equitable adjustment of the contract price and the Contractor shall be reimbursed the amount of such taxes and duties lawfully paid by the Contractor.</p> <p>Also we request NFL to consider adjustments to be applicable for all direct transitions, bought out items (to be dispatch directly from the sub-vendor's works to NFL site) as well as on procurement of raw materials , intermediary components etc., by the Contractor.</p> <p>In the event of withdrawal of benefits / exemptions / concessional custom duty as per the Customs Tariff Act, the impact of differential duty / tax liability shall be adjusted in Contract Price subject to documentary evidence.</p>	Shall be as per NIT
155	46 of 57	13.1	STATUTORY VARIATION IN TAXES AND DUTIES:	We request NFL that as variation in taxes and duties are statutory in nature, therefore please modify the clause as below:	refer relevant sl. No. of Addendum-01(Commercial) to



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
			If any new taxes or duties (including any increase in rate of any existing taxes or duties) are levied in India after the date of submission of bids/ revised price bids (whichever is later) on any payments due to the CONTRACTOR under the CONTRACT other than tax on income, wealth or profits of the CONTRACTOR, the OWNER shall reimburse the CONTRACTOR the amount of such taxes or duties lawfully paid and borne by the CONTRACTOR against proof of payment. However, this is applicable within the GUARANTEED COMPLETION DATE only and shall not be reimbursed by OWNER during the delayed contractual project completion attributable to CONTRACTOR'S account.	If any new taxes or duties (including any increase in rate of any existing taxes or duties) are levied in India after the date of submission of bids/ revised price bids (whichever is later) on any payments due to the CONTRACTOR under the CONTRACT other than tax on income, wealth or profits of the CONTRACTOR, the OWNER shall reimburse the CONTRACTOR the amount of such taxes or duties lawfully paid and borne by the CONTRACTOR against proof of payment. However, this is applicable within the GUARANTEED COMPLETION DATE only and shall not be reimbursed by OWNER during the delayed contractual project completion attributable to CONTRACTOR'S account.	respective NIT
156	Pg 46 of 57	13.1	If any new taxes or duties (including any increase in rate of any existing taxes or duties) are levied in India after the date of submission of bids/ revised price bids (whichever is later) on any payments due to the CONTRACTOR under the CONTRACT other than tax on income, wealth or profits of the CONTRACTOR, the OWNER shall reimburse the CONTRACTOR the amount of such taxes or duties lawfully paid and borne by the CONTRACTOR against proof of payment. However, this is applicable within the GUARANTEED COMPLETION DATE only and shall not be reimbursed by OWNER during the delayed contractual project completion attributable to CONTRACTOR'S account.	If increase, then reimbursable to the Contractor. However, not applicable in case of delay beyond Guaranteed Completion Date due to reason solely attributable to contractor . We suggest any claimable duties should be paid at actuals since NFL is going to take benefit of the same Please confirm	refer relevant sl. No. of Addendum-01(Commercial) to respective NIT
157	Pg 46 of 57	13.2	If any existing taxes or duties are withdrawn or the rate is decreased after the date of submission of the bids /	If decrease, then Discount to the Owner. However, this is applicable also during delay beyond Guaranteed Completion Date.	shall be as per NIT.
158	46 of 57	13.3	STATUTORY VARIATION IN TAXES AND DUTIES: 'In case of delayed completion beyond the GUARANTEED COMPLETION DATE even .. shall not apply to the Contract price and shall be borne by the CONTRACTOR.	We request NFL to delete the clause.	Shall be as per NIT

Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
159	Pg 47 of 57	14.2 Mobilization Advance	CONTRACTOR shall be paid an interest free recoverable Mobilisation Advance equivalent to 10% (Ten percent) of the Contract Price. BG to be submitted for 110% of advance. In case of default and encashment of Bank Guarantee, advance will be interest bearing (the interest rate shall be simple interest of SBI MCLR + 5.25%) for INR component and all – in- cost ceiling for trade credit for foreign currency component.	Mobilisation advance, only if requested by the Bidder-Refer SCC Clause 14.3.1. Please confirm also Please confirm whether the interest on the Foreign Currency component will be different. Interest in case of default-Request Deletion	shall be as per NIT. Mobilization Advance shall be considered only if requested by the Bidder as per NIT terms.
160	47 of 57	14.2	Mobilisation Advance	10% mobilisation advance shall be shall be released against submission of BG of equivalent amount i.e 100% of mobilisation advance instead of 110% of the mobilisation advance amount envisaged in this clause. BG amount shall be reduced on quarterly basis to the extant of advance adjusted.	BG amount shall be as per NIT. For quarterly reduction of BG amount, refer note-6 under the referred clause.
161	47 of 57	14.2 (b)	Mobilisation Advance: Submission of Bank Guarantee(s) for 110% value	As per this clause BG is allowed only from a nationalized bank. We request NFL to consider that the wordings 'nationalised bank' to be replaced with 'scheduled bank or any Indian branch of foreign bank'.	refer relevant sl. No. of Addendum-01 (Commercial) to respective NIT
162	Pg 48 of 57	Notes	Notes: (5) Mobilization Advance shall be recovered @10% starting from the first bill (payment) itself and shall be fully extinguished with the payment towards Mechanical Completion. Thus there will not be any outstanding amount to be adjusted from the last 15 % payment (i.e 10 % on Preliminary Acceptance and 5 % payment on final bill) to the Contractor.	It is suggested to start the recovery of Advance amounts from 3rd or 4th bill, instead of 1st.Please confirm	Shall be as per NIT
163	Pg 49 of 57	14.3.2.(iii)	(a) Verification of Third Party Inspection certificate as per QAP approved by OWNER along with Test Certificate. (b) Tax paid invoices. (c) Certificate of Verification and Good Condition after receipt of material at site.	Tax invoices can be submitted. Payment will be as per the timelines in the respective rules and regulations. Request change.	Shall be as per NIT
164	49 of 57	14.3.2	Terms of Payment	Payment terms should be discussed during the Post Bid Discussion as the same are not conducive for a project of this nature.	Bidder shall comply to the Payment Terms as per NIT.

Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
165	Page 49 of 57	SPECIAL CONDITION S OF CONTRACT - clause 14.3.2 (i)	10% (Ten Percent) of Total supply value of major tagged items (excluding taxes and duties) will be released on placement of purchase orders as per the list of major tagged items to be finalised during the Kick off meeting with CONTRACTOR.	Please define -"Major tagged items" Please define how will be the recovery of this amount (10% against release of PO) will be done against RA bills	NiT clause is amply clear. Major tagged items shall be decided during Kick off meeting with the selected Bidder
166	Page 52 of	14.6	Time period for payment	The Payments to be released should have a definitive time specified in the Contract. i.e. as per tender "within 30 days" needs to be definitive.	Shall be as per NIT
167	Page 52 of	14.8	Cusotm duties	Since the foreign supplies will be on high sea sales basis, import duty to be paid by NFL directly to the Government Authorities	NFL/PDIL clarifies that wherever payment of import duty needs to be done directly by NFL to the Concerned authority, the same shall be done subject to adjustment to the Contract Price.
168	Part-IB	Note-1	Exchange Rate Variation	The ceiling for Basic Custom Duty, CVD, Education Cess , Additonal Custom Duty, Special Duty ceiling shall be adjusted based on the Foreign Exchange rate applicable on date of import(Bill of Lading) within the execution of the Contract. Base FE rates considered for calculation of Ceiling limit of Basic Custom Duty, CVD, Education Cess , Additonal Custom Duty, Special Duty ceiling shall be indicated in the priced proposal.	refer respective revised SoP(Annex-1.2, Rev 01)
169	Part V	Guarantee Figures	We request that the GCV to be furnished by NFL/PDIL.		refer respective revised SoP(Annex-1.2, Rev 01)
170	General Clarificatio n		This being short cycle project Third party inspection is not envisaged.		shall be as per NIT
171	Pg 10 of 19	Schedule of Prices Note 1	BIDDER TO INDICATE THE CONVERSION RATE CONSIDERED FOR EACH QUOTED CURRENCY.	Can a conversion rate for particular day on or before submission of offer be decided and considered. This is for the ref only to calculate duties Please confirm	refer respective revised SoP(Annex-1.2, Rev 01)
172	Pg 2 of 4	6. Performa of Consortium agreement	There is a further condition that the Lead Bidder shall enter into an agreement with the Process Licensors for the supply of Process License, Technology and Know-How and a copy of the same to be attached to this agreement as Annexure-I and shall form part of this agreement.	To be replaced with Manufacturers authorization letter. Please confirm	As clarified during prebid Confrence, the agreement with/Authorization Letter from OEM of GTG/HRSG manufacturer shall be submitted alongwith the Bid.
173		Schedule of Prices		Kindly clarify taxes and duties to be considered for evaluation of bid	This being LSTK Job bidder to ascertain all applicable taxes and duties.



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
174	Page 2 of 19	SCHEDULE OF PRICES	For CONTRACTORS who have to bring equipment and material from outside Panipat, will have to obtain necessary registrations and take appropriate steps as required under Haryana State Laws.	Since material is to be supplied against C form so as per law we won't be requiring registration in Panipat except for Civil Work .Please clarify in detail	Refer Clause No. 12.11 of SCC
175	Page 14 of 19	Schedule of Prices ,PART III	CIVIL AND STRUCTURAL Works	We understand that WCT is applicable on CIVIL and Structural work .Will NFL gives us NOC for taking WCT registration on the basis of Project Site Address .	As per Government of India guidelines.
176	Page 16 of 19	SCHEDULE OF PRICES : PART V- GUARANTE ED FIGURES	Bidder shall submit the GCV (in BTU/SM3) of Natural Gas	Fuel supply is in the scope of client. Therefore Fuel GCV has to be provided by the client	refer respective revised SoP(Annex-1.2, Rev 01)
177	Page 16 of 19	SCHEDULE OF PRICES : PART V- GUARANTE ED FIGURES	Uniform delivered Gas pool Price (Provisional) prevailing in the preceding month to the month of Price Bid Opening, shall be considered for arriving on Works Cost ("B" shall be provided by NFL on GCV basis)	Kindly provide the Gas pool price as indicated in the refered clause.	refer respective revised SoP(Annex-1.2, Rev 01)
178	Page 9 of 19	Schedule of Prices (PART IA)	Duties & Taxes	There is no provision of Custom Cess (Edu Cess & Secondary Cess) to be entered in the schedule of Prices .In the absence of this ,full custom duties can be mentioned accurately. PI change the format by incorporating respective custom cess Column	refer revised SoP(Annex-1.2, Rev 01)
179	Page 9 of 19			As per Tender, Entry Tax is in our scope but there is no provision to enter this separately .If there is statutory change in Entry tax during project execution stage ,then how this will be reimbursed to us .PI clarify .	refer revised SoP(Annex-1.2, Rev 01)
180	Page 2 of 4	PROFORMA OF CONSORTIUM AGREEMENT (point 6)	There is a further condition that the Lead Bidder shall enter into an agreement with the Process Licensors for the supply of Process License, Technology and Know-How and a copy of the same to be attached to this agreement as Annexure-I and shall form part of this agreement.	Please define the Process License asked in the bid	As clarified during Pre bid meeting, the agreement with/authorization letter from the OEM of GTG/ HRSG must be submitted along with the bid.
181			FORM OF CONTRACT 1.1	We request NFL that Pre-bid clarifications, Minutes of Meetings, Purchase Order / Work Order issued by the Owner to be included in the list of Contract Documents.	Amendment, if any after pre-bid clarification shall form part of Contract.
182			Editable version	Please provide the editable copies of all EXHIBTS & ANNEXURES which are required to be filled by the bidder	Please use the Provided NIT format.
183			Copies of Technical bid -1+7 copies	Requested to kindly revise the number of copies and reduce it to One Original + Three (3) copies	Shall be as per NIT.



PRE-BID QUERY REPLY
NFL's GT-HRSG PROJECT AT BATHINDA, PANIPAT AND NANGAL
(COMMERCIAL)



Sl. No.	Page No.	Clause No.	Subject/ Requirement	Bidder's queries	Owner's/PDIL Reply
184	General		General Queries	<p>1. Please issue Separate work order for Civil Work 2. Please issue separate orders for supply and services .If it is not possible then by frication of services and supply value will be required in the PO 3. Full Sales Value needs to be incorporated in the Invoice pertaining to Imported supply .Supplier value alone can't be shown against material in the imported supply as it is prohibited .Please confirm</p>	split of contract provision shall be as per NIT
185	General		Pre bid queries	<p>Our OEM Kawasaki Heavy Industries Japan, has requested 4 weeks to submit their comments as the tender document is very exhaustive for all three sites. We request to accept the desire period to ensure wider participation among Gas Turbine suppliers.</p>	Time line for submitting comment/ pre Bid Query has already passed.
186	General		Date of Submission of Bid	<p>As elaborate work is require for all three sites for tender submission. we request to provide tender submission date as 8 weeks from the date of all clarification received from PDIL / NFL.</p>	shall be as Per NIT

Note: For Addendum-01 to respective NIT, please visit NFL/PDIL/PPP Portal website.