



**SINGLE SUPER PHOSPHATE (PSSP/GSSP) PROJECT, FAGMIL  
NIT NO. : PNMM/PC107/E/006**



**PRE-BID CLARIFICATION \_Commercial\_ Dt. 28.02.2018**

Clause No.	Terms and Conditions of Tender	Comments/Clarifications	FAGMIL/PDIL reply
SL No 01; Clause No 1.1.5 and 1.1.6 of Special Conditions of Contract (SCC).	<p><b><u>CONTRACTOR'S OBLIGATIONS - General Responsibility</u></b></p> <p>1.1.5 /            The CONTRACTOR shall be responsible for obtaining necessary approvals which are to be issued in the OWNER's name from the various statutory authorities.</p> <p>1.1.6 /            The CONTRACTOR shall provide full technical assistance including follow-up to OWNER for obtaining the necessary approvals to be issued in the name of OWNER from the various statutory authorities.</p>	<p><u>We understand,</u></p> <p>The Owner shall be responsible for obtaining all the necessary license, approvals &amp; clearance (including environmental clearance) required for the execution of the Contract, unless it is specifically the responsibility of the Contractor to obtain the same in his name.</p> <p><u>Please confirm?</u></p>	<p>Refer clause 59.0 of GCC.</p> <p>Pls. note that all Statutory Clearances except environmental clearance, as applicable till of handing over of the project is in the scope of LSTK Contractor.</p>
SL No 02; Clause No 1.2.5.1 of Special Conditions of Contract (SCC).	<p><b><u>Codes and Standards</u></b></p> <p>The engineering shall be performed and EQUIPMENT shall be manufactured and supplied according to acceptable international standards, as specified in the Technical Specification/ FINAL PROPOSAL, meeting safety and other requirements of various national/international Codes and Regulations being in force as on submission of the FINAL PROPOSAL. The design of PLANT shall be based on the criteria enumerated in CONTRACT. However, it shall be</p>	<p><u>We understand,</u></p> <p>If, after Effective Date of Contract Agreement, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor, the Contract Price and time of completion shall be correspondingly increased.</p> <p><u>Please confirm?</u></p>	<p>Pls. refer 1.2.23 of SCC : Laws and Regulations in this regard.</p>



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	<p>CONTRACTOR's responsibility to follow all Indian Rules and Regulations as applicable.</p> <p>CONTRACT shall comply with and shall cause the WORK and all components thereof (including, without limitation, the design and engineering of the PLANT) to comply with all APPLICABLE LAWS and APPLICABLE PERMITS as they may be in effect at the time of CONTRACTOR's performance under the CONTRACT.</p>		
<p>SL No 03; Clause No 1.2.12.1 of Special Conditions of Contract (SCC).</p>	<p><b><u>Government Clearances, Permits and Certificates</u></b> CONTRACTOR shall procure at its expenses, all necessary APPLICABLE PERMITS, certificates and licenses required by virtue of all APPLICABLE LAWS, regulations, ordinances and other rules in effect at the place where any of WORK is to be performed, and CONTRACTOR shall further hold OWNER harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other 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.</p>	<p><u>We understand,</u> CONTRACTOR shall procure at its expenses, all necessary APPLICABLE PERMITS, certificates and licenses which are required to be undertaken exclusively in the name of the Contractor by virtue of all APPLICABLE LAWS, regulations, ordinances and other rules in effect at the place where any of WORK is to be performed, and CONTRACTOR shall further hold OWNER harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. OWNER will provide the necessary assistance to CONTRACTOR for obtaining such PERMITS for CONTRACTOR's personnel to undertake WORK in India in connection with CONTRACT. <u>Please confirm?</u></p>	<p>Refer clause 59.0 of GCC.</p> <p>Pls. note that all Statutory Clearances except environmental clearance, as applicable till of handing over of the project is in the scope of LSTK Contractor, whether such approvals are to be obtained in the name of Contractor or in the name of Owner.</p>



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<p>SL No 04; Clause No 1.2.13.3.1 and 1.2.13.3.2 of Special Conditions of Contract (SCC).</p>	<p><b><u>Time Schedule Network/Bar Chart</u></b> <b>1.2.13.3.1/</b> Within 30 (thirty) DAYS from EFFECTIVE DATE OF CONTRACT, CONTRACTOR shall submit to PROJECT MANAGER its time schedule regarding delivery of documentation, supply and manufacture of EQUIPMENT, time schedule for placement of purchase order and SUB-CONTRACT, etc.  <b>1.2.13.3.2/</b> The time schedule will be in the form of a network and a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing and delivery of equipment, civil works, erection, commissioning, testing etc.</p>	<p><u>We understand,</u>  <u>The Owner shall provide its approval / comments to such</u> time schedule regarding delivery of documentation, supply and manufacture of EQUIPMENT, time schedule for placement of purchase order and SUB-CONTRACT, etc within 14 days of such submission by the Contractor to the Owner.  <u>Please confirm?</u></p>	<p>Refer clause 55.4.3 in this regard.</p>
<p>SL No 05; Clause No 2.8 of Special Conditions of Contract (SCC).</p>	<p><b><u>Site Facilities</u></b> 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 by OWNER, without any additional cost, at single point at battery limit. d) SITE e) OWNER shall not provide any accommodation and facilities for travelling to and from SITE to the place of residence to</p>	<p><i>We understand that,</i>  Land required for the Construction of Temporary Works such as office, store, pre-casting yard, fabrication yard, workshop, etc. shall be provided by the Employer to the Contractor within the site free of Charge.  Similarly the land required for the Construction of temporary labour hutment/colony shall also be provided by the Employer to the Contractor near the site free of Charge.</p>	<p>Refer Amendment 2 (Commercial)  Labour hutment/Colony shall be the responsibility of LSTK Contactor.</p>



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	<p>the personnel of CONTRACTOR, deputed at SITE for performing WORK under CONTRACT.</p> <p>f) OWNER shall not provide any accommodation and facilities for travelling to and from SITE to the place of residence to the personnel of SUBCONTRACTOR and VENDOR.</p> <p>g) Area for making shed/covered storage for storing EQUIPMENT.</p>	<p>The Owner shall provide the construction power and water access point within 45 days from Letter of Award. (LOA)</p> <p><u>Please confirm?</u></p>	Refer Amendment 2 (Commercial)
SL No 06; Clause No 3.2 of Special Conditions of Contract (SCC).	<p><b><u>CHANGE IN WORK/CHANGE ORDER</u></b></p> <p>In the event that CONTRACTOR is instructed by OWNER to perform any change order, whether it be additional work or a reduction in the scope of work, a 10% mark-up shall be allowed to cover the cost of overheads and profits of the CONTRACTOR on the total lump-sum cost of the CHANGE ORDER for procurement of equipment, services including third party, including all taxes, duties and all other related costs.</p>	<p><u>We propose,</u></p> <p>In the event that CONTRACTOR is instructed by OWNER to perform any change order, whether it be additional work or a reduction in the scope of work, a fifteen (15%) mark-up shall be allowed to cover the cost of overheads and profits of the CONTRACTOR on the total lump-sum cost of the CHANGE ORDER for procurement of equipment, services including third party, including all taxes, duties and all other related costs.</p> <p><u>Please confirm?</u></p>	As per NIT
SL No 07; Clause No 3.7 of Special Conditions of Contract (SCC).	<p><b><u>CHANGE IN WORK/CHANGE ORDER</u></b></p> <p>It is agreed by both parties that the following changes shall not be considered a CHANGE IN WORK in the meaning in this Clause :</p> <p>a) Minor changes requested by OWNER and accepted by CONTRACTOR which do not involve any substantial additional cost or man-hour effort, and have no effect on</p>	<p><u>We propose,</u></p> <p>It is agreed by both parties that the following changes shall not be considered a CHANGE IN WORK in the meaning in this Clause :</p> <p>a) Minor changes requested by OWNER and accepted by CONTRACTOR which do not involve any additional cost or man-hour effort, and have no effect on contractual completion period, and/or</p> <p>b) Changes in CONTRACTOR's WORK required on</p>	<p>As per NIT.</p> <p>Only substantial additional cost can lead to CHANGE IN WORK/ CHANGE ORDER</p>



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	<p>contractual completion period, and/or</p> <p>b) Changes in CONTRACTOR's WORK required on account of CONTRACTOR not having included any item of EQUIPMENT or WORK which, in the opinion of OWNER/CONTRACTOR is necessary for the normal safe and continuous operation of PLANT.</p> <p>c) Any change necessitated due to requirements of prevalent laws in India.</p>	<p>account of CONTRACTOR not having included any item of EQUIPMENT or WORK which, in the opinion of OWNER/CONTRACTOR is necessary for the normal safe and continuous operation of PLANT.</p> <p>c) Any change necessitated due to requirements of prevalent laws in India.</p> <p><u>Please confirm?</u></p>	
<p>SL No 08; Clause No 10.2 of Special Conditions of Contract (SCC).</p>	<p><b><u>Firm Price</u></b> The TOTAL CONTRACT PRICE shall remain firm and fixed and shall be valid until FINAL ACCEPTANCE and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the CONTRACT.</p>	<p><u>We propose,</u> <u>The Contractor shall be eligible for suitable Price Variation based against Supply, Civil and Installation Works as per the mutually agreed Price Variation formulae.</u> <u>Similarly, if the duration of the Contract is extended for reasons not attributable to the Contractor, then the Contractor shall also be eligible for Price Variation during the extended period of stay.</u> <u>The other terms and conditions shall also be re-negotiated if the duration of extended period of the contract exceeds 3 (three) months beyond initially agreed schedule for reason not attributable to the Contractor.</u> <u>Please confirm?</u></p>	<p>As per NIT.</p>
<p>SL No 09 Clause No 12.6 of Special Conditions of Contract (SCC).</p>	<p><b><u>Statutory Variation of Taxes and Duties</u></b> Within the contractual period, any differential tax liability arising on account of statutory variation in India in percentage of taxes, duties as shown and quoted by the</p>	<p><i>We understand that,</i> If any rate of tax is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of</p>	<p>As per NIT.  Statutory variation in Taxes and duties which are quoted by the bidder in the price schedule shall be to Owner's account.</p>



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	<p>CONTRACTOR in Annexure-1.2 shall be paid by OWNER to CONTRACTOR or vice versa and the same may be reflected therefore in CONTRACT PRICE on submission of documentary evidence. However, in case of delay in PRELIMINARY ACCEPTANCE OF PLANT due to reasons attributable to CONTRACTOR, any increase in percentage of taxes/duties over and above those specified and quoted by the Bidder in Annexure-1.2 during the delayed period shall be to CONTRACTOR's account and shall not be reimbursed by OWNER.</p>	<p>Contract including any extension thereof, which was or will be assessed on the Contractor, Sub-Contractors or their employees in connection with performance of the Contract, an adjustment of the Contract Price shall be made hereof, by addition to the Contract Price or deduction therefrom, as the case may be. Please confirm?</p>	
<p>SL No 10 Clause No 14.2 of Special Conditions of Contract (SCC).</p>	<p><b><u>PAYMENT FOR EQUIPMENTS / MATERIALS INCLUDING MANDATORY SPARES</u></b>  <b>a.</b> 60% (Sixty Percent) as per approved Billing Schedule upon despatch of equipment / proof of dispatch of items on pro-rata basis on production of invoices and satisfactory evidence of dispatch. Payment against Dispatch shall be released on submission of the documents (specified in SCC 14.2.1) with the CONTRACTOR's invoice.  <b>b.</b> 25% (Fifteen Percent) as per approved Billing Schedule on receipt of equipment at site on prorata basis on submission of documents (specified in SCC 14.2.2).  <b>c.</b> 5% (Five percent) on issuance of MECHANICAL COMPLETION Certificate against CONTRACTOR's signed invoices.</p>	<p>We propose,  a. 10% (Ten percent) of the Supply Contract Price shall be paid as interest free advance which shall be released within 30 days from the date of issue of Letter of Intent and on submission of corresponding invoice and Advance Bank Guarantee of Equivalent Amount.  b. 60% (Sixty Percent) of the Supply Contract Price shall be paid as per approved Billing Schedule upon despatch of equipment / proof of dispatch of items on pro-rata basis on production of invoices and satisfactory evidence of dispatch. Payment against Dispatch shall be released on submission of the documents (specified in SCC 14.2.1) with the CONTRACTOR's invoice.  c. 20 % (Twenty Percent) of the Supply Contract Price shall be paid as per approved Billing</p>	<p>As per NIT</p>



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	<p><b>d.</b> 8% (Eight percent) on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's signed invoices.</p> <p><b>e.</b> 2% (Two percent) on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.</p>	<p>Schedule on receipt of equipment at site on prorata basis on submission of documents (specified in SCC 14.2.2).</p> <p><b>d.</b> 5% (Five percent) of the Supply Contract Price shall be paid on issuance of MECHANICAL COMPLETION Certificate against CONTRACTOR's signed invoices.</p> <p>If delay occurs in Mechanical Completion for reasons not attributable to the Contractor, then the 5% of the Supply Contract Price shall be released at within by 3 (three) months from the scheduled date of Mechanical Completion.</p> <p><b>e.</b> 5 % (Five percent) of the Supply Contract Price shall be paid on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's signed invoices.</p> <p>If delay occurs in issuance of PRELIMINARY ACCEPTANCE CERTIFICATE for reasons not attributable to the Contractor, then the 5% of the Supply Contract Price shall be released at within by 6 (six) months from the scheduled date of Mechanical Completion.</p> <p>Please confirm?</p>	
<p>SL No 11 Clause No 14.3.1 of Special Conditions of Contract (SCC).</p>	<p><b><u>TERMS OF PAYMENT - FOR Basic Design and Detailed Engineering</u></b></p> <p>i) 10% (Ten percent) on approval of PFD &amp; Material Balance and P&amp;IDs against the CONTRACTOR's signed invoices on certification by the Owner.</p>	<p><u>We propose,</u></p> <p>i) 10% (Ten percent) of the Contract Price for Basic Design and Detailed Engineering Works shall be paid as interest free advance which shall be released within 30 days from the date</p>	<p>As per NIT</p>





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	<p>ii) 30% (Thirty percent) on pro-rata basis on submission of drawings and documents and their approval under Code 2 against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p>iii) 15% (Fifteen percent) on pro-rata basis on submission of drawings and documents and their approval under Code 1 against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p>iv) 10% (Ten percent) on pro-rata basis on submission of Approved For Construction drawings against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p>v) 10% (Ten percent) on submission of the following documents on pro rata basis on certification by the Owner:</p> <p>(a) All Certificates and documents pertaining to the equipments comprised in the WORKS;</p> <p>(b) Operating and Instructions Manuals with respect to the PLANT / Unit; Electronic files for all documents against the CONTRACTOR's certified Running Account Bill(s).</p> <p>vi) 10% (Ten percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's signed invoices</p>	<p>of issue of Letter of Intent and on submission of corresponding invoice and Advance Bank Guarantee of Equivalent Amount</p> <p>ii) 10% (Ten percent) on approval of PFD &amp; Material Balance and P&amp;IDs against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p>iii) 30% (Thirty percent) on pro-rata basis on submission of drawings and documents and their approval under Code 2 against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p>iv) 15% (Fifteen percent) on pro-rata basis on submission of drawings and documents and their approval under Code 1 against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p>v) 10% (Ten percent) on pro-rata basis on submission of Approved For Construction drawings against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p>vi) 15 % (Fifteen percent) on submission of the following documents on pro rata basis on certification by the Owner:</p> <p>(a) All Certificates and documents pertaining to the equipments comprised in the WORKS;</p> <p>(b) Operating and Instructions Manuals with respect to the PLANT / Unit; Electronic files for all documents against the CONTRACTOR's certified Running Account Bill(s).</p> <p>vi)</p>	
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	<p>on certification by the Owner.</p> <p>vii) 5% (Five percent) on submission of As Built drawings for the Plant / Unit against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p>viii) 8% (Eight percent) on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p>ix) 2% (Two percent) on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill on certification by the Owner.</p>	<p>vii) 5% (Five percent) on submission of As Built drawings for the Plant / Unit against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p>viii) 5% ( Five percent) on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p>If delay occurs in issuance of PRELIMINARY ACCEPTANCE CERTIFICATE for reasons not attributable to the Contractor, then the 10% of the Supply Contract Price shall be released at within by 6 (six) months from the scheduled date of submission of As Built drawings</p> <p><u>Please confirm?</u></p>	
<p>SL No 12 Clause No 14.3.2 of Special Conditions of Contract (SCC).</p>	<p><b><u>TERMS OF PAYMENT - FOR INSTALLATION / ERECTION SERVICES ETC</u></b></p> <p>i) 85% (Eighty Five Percent) of the Installation Services component of Contract Price shall be paid on pro-rata basis against progressive erection of the equipment on certification by the Owner for the quantum of work completed and field quality billed as per the approved Billing Schedule.</p> <p>ii) 5% (Five percent) on issue of MECHANICAL COMPLETION</p>	<p><u>We propose,</u></p> <p>i) 10% (Ten percent) of the Contract Price for Installation and Erection Services Works shall be paid as interest free advance which shall be released within 30 days from the date of issue of Letter of Intent and on submission of corresponding invoice and Advance Bank Guarantee of Equivalent Amount.</p> <p>ii) 80 % (Eighty Percent) of the Installation Services component of Contract Price shall be paid on pro-rata basis against progressive erection of the equipment on certification by</p>	<p>As per NIT</p>



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	<p>Certificate against CONTRACTOR's signed invoices on certification by the Owner.</p> <p><b>iii) 8% (Eight percent) on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's signed invoices on certification by the Owner.</b></p> <p><b>iv) 2% (Two percent) on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill on certification by the Owner.</b></p>	<p>the Owner for the quantum of work completed and field quality billed as per the approved Billing Schedule.</p> <p><b>iii) 5% (Five percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's signed invoices on certification by the Owner.</b></p> <p>If delay occurs in Mechanical Completion for reasons not attributable to the Contractor, then the 5% of the Installation Contract Price shall be released at within by 3 (three) months from the scheduled date of Mechanical Completion.</p> <p><b>iv) 5% ( Five percent) on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's signed invoices on certification by the Owner.</b></p> <p>If delay occurs in issuance of PRELIMINARY ACCEPTANCE CERTIFICATE for reasons not attributable to the Contractor, then the 5% of the Installation Contract Price shall be released at within by 6 (six) months from the scheduled date of Mechanical Completion.</p> <p><b>Please confirm?</b></p>	
<p>SL No 13 Clause No 14.3.3 of Special Conditions of Contract (SCC).</p>	<p><b><u>TERMS OF PAYMENT - FOR CIVIL AND STRUCTURAL WORKS</u></b></p> <p><b>i) 85% (Eighty Five Percent) of the Civil and Structural Works of Contract Price shall be paid on pro-rata basis against completion of work as per the approved billing schedule, on certification by the Owner for the</b></p>	<p><b><u>We propose,</u></b></p> <p><b>i) 10% (Ten percent) of the Contract Price for Civil and Structural Works shall be paid as interest free advance which shall be released within 30 days from the date of issue of Letter of Intent and on submission of corresponding invoice and Advance Bank</b></p>	<p>As per NIT</p>



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	<p>quantum of work completed and field quality billed as per the approved Billing Schedule as per the following: .</p> <p>a. 40% on completion of fabrication and painting</p> <p>b. 30% on completion of erection and final alignment.</p> <p>c. 15% on completion of final checking, painting etc.</p> <p><b>ii)</b> 5% (Five percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's signed invoices on certification by the Owner.</p> <p><b>iii)</b> 8% (Eight percent) on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p><b>iv)</b> 2% (Two percent) on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill on certification by the Owner.</p>	<p>Guarantee of Equivalent Amount.</p> <p><b>ii)</b> 80 % (Eighty Percent) of the Civil and Structural Works of Contract Price shall be paid on pro-rata basis against completion of work as per the approved billing schedule, on certification by the Owner for the quantum of work completed and field quality billed as per the approved Billing Schedule as per the following: .</p> <p>a. 40% on completion of fabrication and painting</p> <p>b. 30% on completion of erection and final alignment.</p> <p>c. 15% on completion of final checking, painting etc.</p> <p><b>iii)</b> 5% (Five percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's signed invoices on certification by the Owner.</p> <p>If delay occurs in Mechanical Completion for reasons not attributable to the Contractor, then the 5% of the Civil and Structural Contract Price shall be released at within by 3 (three) months from the scheduled date of Mechanical Completion.</p> <p><b>iv)</b> 5% ( Five percent) on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's signed invoices on certification by the Owner.</p> <p>If delay occurs in issuance of PRELIMINARY ACCEPTANCE CERTIFICATE for reasons not attributable to the Contractor, then the 5% of the Civil</p>	
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		and Structural Contract Price shall be released at within by 6 (six) months from the scheduled date of Mechanical Completion.  <u>Please confirm?</u>	
SL No 14 Clause No 17.1.b of Special Conditions of Contract (SCC).	<b>Defect Liability Period</b> DEFECTS LIABILITY PERIOD shall be a period of 12 months from the date of PRELIMINARY ACCEPTANCE.	We understand,  DEFECTS LIABILITY PERIOD shall be a period of 18 (eighteen) months from the date of Completion of major supply works (i.e on 95% supply completion) or 12 months from the date of PRELIMINARY ACCEPTANCE, whichever occurs earlier.  <u>Please confirm?</u>	As per NIT.  This being a LSTK job, DEFECTS LIABILITY PERIOD shall only after the acceptance of Plant.
SL No 15 Clause No 17.1.b of Special Conditions of Contract (SCC).	<b>Extended Defect Liability Period</b> If in the course of making good any DEFECT which arises during the DEFECTS LIABILITIES PERIOD and CONTRACTOR repairs, replaces or renew any part of the PLANT, this Clause 17 shall apply to the repair or to that part of the PLANT so replaced or renewed and shall further apply until the expiry of a period of 12 months from the date of such repair, replacement or renewal (the extended DEFECTS LIABILITY PERIOD).	We understand,  <u>Such extended defect liability period shall be restricted to a maximum of 15 months from the date of commencement of the original defect liability period.</u>  <u>Defect liability should exclude normal wear &amp; tear, valve fittings of any type, change in raw materials as compared to the Tender Specification, consequences of negligent use, repair or modification by Owner or any other third party, improper operation, Owner's supply material &amp; design/works, operation outside O&amp;M documents/manuals, use or installation in a manner which do not comply with the technical specifications of the contractor's system etc.</u>  <u>Please confirm?</u>	As per NIT.  Refer SI No. 21 , clause 3.0 and clause 29.12 of GCC with regard to the exclusions from DEFECT LIABILITY PERIOD



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SL No 16 Clause No 2.1.5.b of General Conditions of Contract (GCC).	<p><b><u>Order of Precedence.</u></b></p> <p>In case of an irreconcilable contradiction in the Commercial Terms or Conditions/ Technical Requirements or technical specifications between Indian standards/Applicable Codes &amp; Standards, GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS OF CONTRACT, Specifications, DRAWINGS, Schedule of Lumpsum 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> <ul style="list-style-type: none"><li>i) Formal Contract</li><li>ii) Statement of Agreed Variations, if any</li><li>iii) Job specifications/ Scope of Work</li><li>iv) Drawings</li><li>v) Technical/Material Specifications</li><li>vi) Quality Assurance Procedures</li><li>vii) Applicable Codes &amp; Standards</li><li>viii) Special Conditions of Contract</li><li>ix) General Conditions of Contract</li><li>x) Schedule of Price</li><li>xi) Instructions to Bidders</li><li>xii) Other documents</li></ul>	<p>We propose,</p> <p>In case of an irreconcilable contradiction in the Commercial Terms or Conditions/ Technical Requirements or technical specifications between Indian standards/Applicable Codes &amp; Standards, GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS OF CONTRACT, Specifications, DRAWINGS, Schedule of Lumpsum 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> <ul style="list-style-type: none"><li>i) Formal Contract</li><li>ii) Statement of Agreed Variations, if any</li><li>iii) Job specifications/ Scope of Work</li><li>iv) Special Conditions of Contract</li><li>v) Drawings</li><li>vi) Technical/Material Specifications</li><li>vii) Quality Assurance Procedures</li><li>viii) Applicable Codes &amp; Standards</li><li>ix)</li><li>x) General Conditions of Contract</li><li>xi) Schedule of Price</li><li>xii) Instructions to Bidders</li><li>xiii) Other documents</li></ul> <p><u>Please confirm?</u></p>	As per NIT.
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<p>SL No 17 Clause No 3.25 of General Conditions of Contract (GCC).</p>	<p><b><u>'EFFECTIVE DATE OF CONTRACT'</u></b> 'EFFECTIVE DATE OF CONTRACT' shall mean the calendar date on which the Letter of Award (LOA) is issued by OWNER.</p>	<p>We propose, <u>The Date of Contract Effectiveness shall be the latest of the occurrence of the following events :-</u></p> <ol style="list-style-type: none"> <li>a. <u>15 (fifteen) days from the date of issue of Letter of Acceptance (LOA) or</u></li> <li>b. <u>Date of signing of contract or</u></li> <li>c. <u>Date of Payment of the Advance Amount or</u></li> <li>d. <u>Date of handing over of the site required for mobilization by the Contractor.</u></li> </ol> <p>Please confirm?</p>	<p>As per NIT.</p>
<p>SL No 18 Clause No 7.1.1 of GCC.</p>	<p><b><u>PATENT INFRINGEMENT</u></b> CONTRACTOR shall at all times, indemnify and keep indemnified OWNER against all claims or suits and defend, at its own cost, any suit or action brought against OWNER and hold OWNER free and harmless against all costs of such claims or suits which may be made against OWNER in respect of any infringement of any rights protected by patent, copyright, trademarks, and trade secrets to the extent that such claim, suit, or action is a result of the use of CONTRACTOR's Technical Information for the construction, maintenance, and operation of PLANT and the use of CONTRACTOR's and/or any other process licensor's processes used in PLANT. OWNER shall pass on all claims made against it to CONTRACTOR for settlement.</p>	<p><i>We propose to add the following sub Clause at the end of this Clause,</i></p> <p><u>Similarly, in the event, if any information provided by the Employer to the Contractor violates or alleges to violate the IPR (Intellectual property rights) of any third party, the Employer shall indemnify and hold harmless the Contractor from any such resulting effects arising directly or indirectly out of such violation of IPR (Intellectual property rights).</u></p> <p>Please confirm?</p>	<p>As per NIT. Pls. refer clause 53.0 SECRECY in this regard.</p>



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<p>SL No 19 Clause No 8.1 &amp; 8.3 of GCC.</p>	<p><b>SECURITY CUM PERFORMANCE GUARANTEES</b></p> <p><b>8.1/</b> 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 scheduled nationalized bank on a non judicial stamp paper of appropriate value for an amount equivalent to 10% of the value of CONTRACT.</p> <p><b>8.3/</b> The Security cum Performance Guarantee in the form of a bank guarantee shall be valid for the duration of the completion period and DEFECTS LIABILITY PERIOD plus six months. The period of defects liability shall be 12 months from the date of PRELIMINARY ACCEPTANCE of WORKS. The CONTRACTOR shall extend the validity of the Security cum Performance Guarantee suitably if it is required due to delay in PRELIMINARY ACCEPTANCE OF THE PLANT at its own cost.</p>	<p>We propose,</p> <p>Within 30 days after of the date of Signing of the Contract Agreement and on receipt of the Advance Amount, 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 scheduled nationalized bank on a non judicial stamp paper of appropriate value for an amount equivalent to 5% (five) of the value of CONTRACT.</p> <p><b>8.3/</b> The Security cum Performance Guarantee in the form of a bank guarantee shall be valid for the duration of the completion period and DEFECTS LIABILITY PERIOD. The period of defects liability shall be as per the duration specified in the Defect Liability Clause. The CONTRACTOR shall extend the validity of the Security cum Performance Guarantee suitably if it is required due to delay in PRELIMINARY ACCEPTANCE OF THE PLANT (for reasons solely attributable to the Contractor) at its own cost . If the Security cum Performance Guarantee needs to be extended beyond the original schedule for reasons not attributable to the Contractor, then the additional cost of such extension of the Security cum Performance Guarantee shall be borne by the Employer.</p>	<p>As per NIT.</p>
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		Please confirm?	
SL No 20 Clause No 12.3.2.1 of GCC.	<p><b><u>Approval of Major SUB-CONTRACTOR/VENDOR</u></b></p> <p>The vendor list for procurement of EQUIPMENT and the list of SUB-CONTRACTOR shall be as attached in the NIT. Any changes to such list of VENDOR/SUBCONTRACTOR shall require the prior approval of OWNER. CONTRACTOR shall provide name, address, fax/telex number and name of contact person of major VENDOR/SUB-CONTRACTOR for use in future, to OWNER. Vendors, Subcontractors as per agreed Vendor list are not subject to approval.</p>	<p>We understand,</p> <p><u>Such approval by the Employer / Engineer-in-charge / Employer's representative shall not be unreasonably withheld and shall be approved within 15 days of such request by the Contractor to the Employer / Engineer-in-charge / Employer's representative.</u></p> <p><u>The suppliers which are not listed in the tender provisions but approved by reputed PSU's / organization such as NTPC, NMDC, BHEL, SAIL, State Power Generation Co. etc. need not required any further approval.</u></p> <p><u>For the nominated subcontractor or vendors recommended by the Employer, where only one agency had been specified / listed, the delay/non performance in supplying the equipment / items by the nominated contractor shall not be on account of the Contractor.</u></p> <p>Please confirm?</p>	<p>As per NIT.</p> <p>Approval of any additional vendor's shall be as procedure specified in NIT.</p>
SL No 21 Clause No 17.1.1 of GCC.	<p><b><u>Contractor to Inform Himself</u></b></p> <p>The CONTRACTOR shall be deemed to have carefully examined the specification thoroughly and to have removed any doubts he may have had as to the meaning of the Specification and in addition to have fully</p>	<p>We understand,</p> <p>The CONTRACTOR shall be deemed to have carefully examined the specification thoroughly and to have removed any doubts he may have had as to the meaning of the Specification and in addition to have fully informed himself as to the site and local</p>	<p>As per NIT.</p> <p>The soil investigation report furnished in the technical part is indicative only.</p>



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	<p>informed himself as to the site and local conditions affecting the carrying out of the CONTRACT and to have made due allowance in his offer. If he shall have any doubt as to the meaning of any portion of the CONTRACT documents, he shall, at the time of bid submit the particulars in writing to the OWNER. The OWNER will provide necessary clarifications in WRITING to the CONTRACTOR.</p> <p>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.</p>	<p>conditions affecting the carrying out of the CONTRACT and to have made due allowance in his offer. If he shall have any doubt as to the meaning of any portion of the CONTRACT documents, he shall, at the time of bid submit the particulars in writing to the OWNER. The OWNER will provide necessary clarifications in WRITING to the CONTRACTOR.</p> <p>The Owner shall be responsible for providing all preliminary details such as Work scope / plant capacity, location and approach to the site, Soil data report, sub-surface geological data, sub-soil water conditions, details related to the existing underground utilities and/ or existing permanent structure, load data from other agencies, interfacing issues etc. required for the preparation of the bidding documents and execution of the Contract.</p> <p>Any deviation/addition of work scope due to wrong information provided by the Owner should be suitable compensated to the Contractor both in terms of time &amp; cost.</p> <p>Please confirm?</p>	
<p>SL No 22 Clause No 25.3 of GCC.</p>	<p><b><u>Due Date for Payment</u></b> OWNER will make progressive payments as and when the payment is due as per the terms of payment set forth in the CONTRACT. Payment will become due and payable by OWNER within 30 days from the</p>	<p>We propose,  Stage payments against Supply Works shall be made through Letter of Credit (LC). The Owner shall establish an irrevocable and revolving Letter of Credit in favour of the Contractor through the</p>	<p>As per NIT.</p>



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	<p>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>	<p>Owner's Bank, valid for such periods agreed to between the Owner and the Contractor.</p> <p>All payments other than those made through Letter of Credit shall be released within 21 days from the date of submission of invoice by the Contractor to the Owner failing which interest @ 18 % (per annum) shall be paid by the Owner to the Contractor for each day of delayed payment. Please confirm?</p>	
<p>SL No 23 Clause No 31.1.3 of GCC.</p>	<p><b><u>Liquidated Damages for delay</u></b> In the event the CONTRACTOR fails to achieve PRELIMINARY ACCEPTANCE within the contractual Completion Period from the EFFECTIVE DATE OF CONTRACT then the CONTRACTOR shall pay to the OWNER as MAD at the rate of 0.5% of the total contract price for every complete week or part thereof subject to a maximum of 5% of the CONTRACT PRICE. The OWNER may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the CONTRACTOR.</p>	<p>We understand, In the event the CONTRACTOR fails to achieve PRELIMINARY ACCEPTANCE within the contractual Completion Period from the EFFECTIVE DATE OF CONTRACT then the CONTRACTOR shall pay to the OWNER as liquidated damages and not as penalty, at the rate of 0.5% of the total contract price, excluding taxes and delays for every complete week or part thereof subject to a maximum of 5% of the CONTRACT PRICE , excluding taxes and delays. <u>Any deduction of LD due to delay, if applicable, shall be deducted from the last stage of payment and not from the interim payments and only when it has been established that the Contractor is solely responsible for the delay.</u> Please confirm?</p>	<p>As per NIT.  However , it may be noted that any deduction to LD is from the last stage of payment and not from interim payments.</p>



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<p>SL No 24 Clause No 32.1 of GCC.</p>	<p><b><u>LIMITATION OF LIABILITY</u></b> Except 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, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Owner with respect to re-engineering, make good, mechanical warranty and patent infringement as per relevant Clauses of CONTRACT.</p>	<p>We understand, Except 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, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Owner with respect to patent infringement as per relevant Clauses of CONTRACT. Please confirm?</p>	<p>As per NIT.</p>
<p>SL No 25 Clause No 34.7 of GCC.</p>	<p><b><u>Termination of Contract on Account of OWNER's Convenience</u></b> 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</p>	<p>We understand, If the Contract is terminated on accout of Owner's Convenience, then the Contractor shall be eligible for payment on termination against the following heads :-  a. the permanent work (complete or part thereof) done till the date of termination</p>	<p>As per NIT.  Clause 34.7.2 provides for the payment arrangements in case of Termination of Contract for Owner's convenience.</p>





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SL No 26 Clause No 34.9 (New Clause) of GCC.	<b><u>Suspension and Termination due to Employer's Default</u></b> No such provision in the tender.	<p><i>We understand that,</i></p> <p>The Contractor shall have the right to suspend the work, if the Employer fails to make timely payment to the Contractor as per the agreed payment schedule or fails to timely fulfill its obligations as specified as Employers Obligations and / or Responsibilities under various terms and conditions of this Contract document.</p> <p>If such suspension due to Employer's fault continues for a period of 30 (thirty) days in continuity or for an aggregate period of 60 (sixty) days, then the Contractor shall have the right to terminate the Contract and shall be eligible for payment on such termination</p> <p>In such an event the Employer shall pay to the Contractor the following costs :-</p> <ul style="list-style-type: none"><li>g. the permanent work (complete or part thereof) done till the date of termination</li><li>h. Any demobilization amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges.</li><li>i. The costs reasonably incurred by the Contractor in removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel.</li></ul>	Not acceptable.
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		<p>j. Costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition.</p> <p>k. The cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Agreement and that are not covered by paragraphs (a) through (d) above.</p> <p>l. Additionally a sum equivalent to 20% of the value of work left incomplete on the date of termination.</p> <p>Such payment on termination shall be released by the Employer within forty five (45) days of such submission of Claims by the Contractor to the Employer. Please confirm?</p>	
<p>SL No 27 Clause No 35.1 of GCC.</p>	<p><b><u>FORCE MAJEURE</u></b> Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as acts of God, severe earthquake, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more</p>	<p><i>We understand that,</i> Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as acts of God, severe earthquake, typhoon or cyclone, extreme weather conditions, floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National / local category of workers and concerted act of workmen, Transporter's Strike or other industrial</p>	<p>As per NIT</p>





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	<p>than 14 consecutive calendar DAYS), lockouts (lasting more than 10 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority, provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue.</p>	<p>disturbances, lockouts, sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority, provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue.</p> <p><u>Force Majeure conditions affecting the works of the vendors/subcontractor engaged for the works by the Contractor should also be considered.</u></p> <p>Please confirm?</p>	
<p>SL No 28 Clause No 35.3 of GCC.</p>	<p><b><u>Prolonged FORCE MAJEURE Conditions</u></b> Should one or both the parties be prevented from fulfilling the contractual obligations by a state of FORCE MAJEURE lasting continuously for a period of 6 weeks, the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute FORCE MAJEURE unless caused by</p>	<p><i>We understand that,</i> Should one or both the parties be prevented from fulfilling the contractual obligations by a state of FORCE MAJEURE lasting continuously for a period of <u>a period of thirty (30) days for single suspension or for a period of ninety ( 90) days in aggregate for multiple suspension,</u> the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute FORCE</p>	<p>As per NIT</p>



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	circumstances which are themselves FORCE MAJEURE.	MAJEURE unless caused by circumstances which are themselves FORCE MAJEURE. Please confirm?	
SL No 29 Clause No 40.1 of GCC.	<p><b><u>ARBITRATION</u></b> Except where otherwise provided in CONTRACT, all questions and disputes relating to CONTRACT, design, DRAWINGS, specifications, payments, instructions, orders or any other matter concerning WORK or the execution or failure to execute the same, whether arising during the progress of WORK or after completion or abandonment thereof or otherwise which cannot be settled amicably, shall be referred to arbitration.</p> <p>The arbitration shall be conducted under the rules and regulations of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereto and shall take place in Jodhpur in accordance with Indian Law.</p>	<p><i>We understand that,</i> Except where otherwise provided in CONTRACT, all questions and disputes relating to CONTRACT, design, DRAWINGS, specifications, payments, instructions, orders or any other matter concerning WORK or the execution or failure to execute the same, whether arising during the progress of WORK or after completion or abandonment thereof or otherwise which cannot be settled amicably, shall be referred to arbitration.</p> <p>The arbitration shall be conducted under the rules and regulations of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereto and shall take place in Mumbai in accordance with Indian Law.</p> <p>Please confirm?</p>	As per NIT
SL No 30 Clause No 47.1 and 47.2 of GCC.	<p><b><u>SUSPENSION OF WORK</u></b> <b><u>47.1/</u></b> The OWNER reserves the right to suspend and reinstate execution of the whole or any part of the WORK without invalidating the provisions of the CONTRACT. Orders for suspension or reinstatement of the WORKS will be issued by the OWNER to the CONTRACTOR in writing. The time for</p>	<p><i>We understand that,</i>  <b><u>47.1/</u></b> The OWNER reserves the right to suspend and reinstate execution of the whole or any part of the WORK without invalidating the provisions of the CONTRACT. Orders for suspension or reinstatement of the WORKS will be issued by the OWNER to the CONTRACTOR in writing. The time for completion</p>	As per NIT



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	<p>completion of the WORKS will be extended for a period equal to the duration of the suspension.</p> <p><b><u>47.2/</u></b> 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 OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUB-CONTRACTOR.</p>	<p>of the WORKS will be extended for a period equal to the duration of the suspension.</p> <p><b><u>47.2/</u></b> 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 OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUB-CONTRACTOR.</p> <p><u>If the duration of suspension for reasons not attributable to the Contractor continues for a period of 30 days for single suspension or for 90 days in aggregate for multiple suspension, the Contractor shall have the right / option to terminate the Contract with a notice of 10 days and any balance payment to be made to the Contractor due to such termination of the Contract with reference to (Termination due to default of the Employer), shall be released immediately (not exceeding forty five (45) from the date of termination) by the Employer to the Contractor.</u></p> <p>Please confirm?</p>	
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<p>SL No 31 Clause No 57.0 of GCC.</p>	<p><b><u>UNDERGROUND OBSTRUCTIONS</u></b> Underground obstructions, if any will be removed with the permission of Owner. 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.</p>	<p><i>We understand that,</i> Underground obstructions, if any will be removed with the permission of Owner. The soil investigation report furnished in the technical part for information/guidance purpose to the bidders shall be authentic in nature. Design of the foundation system of the plant shall be based, on the site specific report and on the soil investigation report furnished by the Owner. Any deviation/addition of work scope due to wrong information provided by the Owner should be suitable compensated to the Contractor both in terms of time &amp; cost. Please confirm?</p>	<p>As per NIT. The soil investigation report furnished in the technical part is indicative only.</p>
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