

**Replies to Pre Bid Queries -Lot 15 Dated 23.04.2021 to NIT No. PNMM/PC-150/E/4003/NCB
For Steam Generation Plant at Talcher, Odisha (India)**

S.No	Tender Document reference	Volume / clause / page no	Tender /Amendment requirement	Clarification / Deviation	Bidder Clarification dt 21.04.21	PDIL/TFL reply
1	Amendment XVI	Sr No 54 / Commissioning Services of PLANT /23 of 78	LSTK CONTRACTOR shall provide operating and maintenance personnel for the same	C	Bidder understood, operating and maintenance personnel to be provided by LSTK contractor till completion of commissioning Period starting from Pre commissioning activities.(ie .from pre commissioning activity to completion of 26 months project schedule). Kindly confirm	Bidder's understanding is correct.
2	Amendment XVI	Sr No 55 & 56 / Commissioning Services of PLANT /23 of 78	12 months Supervisory Assistance & Operating and Maintenance Personnel	C	Bidder understood, Only supervision assistance to be provided by bidder for 12 months from successful commissioning as per the requirement specified in Technical Section VI-3.0, of NIT. Complete Operating & maintenance of plant after successful completion(after 26 months) by owner. Kindly confirm	Bidder's understanding is correct.
3	STEAM GENERATION PLANT AT TALCHER, ODISHA (INDIA), (NIT NO : PNMM/PC-150/E-4003/NCB)	INSTRUCTION TO BIDDERS [ITB] /11/11.3/ page 22 (Page 26 of 2464)	Bidders must submit the original "EMD, Power of Attorney, Integrity Pact and TPI letter as specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.	C	Considering pandemic situation and lockdown imposed at state, kindly provide time upto 14 days from the date of un-priced bid opening for submission of original documents as specified in Amendment XVI.	No change . Shall be as per NIT
4	STEAM GENERATION PLANT AT TALCHER, ODISHA (INDIA), (NIT NO : PNMM/PC-150/E-4003/NCB)	LIST OF FORMS & FORMATS/ Page No 75 of 2464	Form F16 Indemnity bond	C	Bidder understood, indemnity bond is not required to be submitted along with bid submission. Kindly confirm	Please refer Pre Bid reply Lot-13
5	Amendment XX	Form 28 / Page No 5 of 6	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (EINVOICE AS PER GST LAWS) (to be submitted on letter head along with documents for release of payment)	C	Bidder understood, "UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE" is not required to be submitted along with bid submission. Kindly confirm	To be submitted along with the Bid.

6	Eprocure.gov.in	Eprocure.gov.in portal	Unpriced bid (Technical bid)	C	<p>Bidder understood, all the technical document including Forms requested in tender & unpriced bid to be uploaded under technical bid category.</p> <p>Also there is a provision to upload only one single document under technical bid category. Please confirm.</p> <p>Kindly confirm the maximum document size(interm of MB) allowed in portal for uploading document under technical bid category.</p>	<p>Yes</p> <p>Yes</p> <p>The upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. Further CPP may be contacted for any additional query</p>
7	Eprocure.gov.in	Eprocure.gov.in portal	Priced bid (Finance)	C	<p>While uploading priced bid in portal (Finance) as per BOQ format provided in tender following error message has occurred.</p> <p>Error :1 Since portal will not accept space or special character in file/document name, so bidder trying to correct the file name. Thus following error message has occurred.</p> <p>The boq file does not match with required name as 'BOQ_568741.xls' Herewith enclosed error message separately in our email for your reference.</p> <p>Error :2 If bidder use the file name as "BOQ_568741.xls" the portal is not accepting the document since BOQ has special character in file name. So please look into this matter on priority and resolve the same</p>	<p>Please do not use special character in the file name</p>

8	STEAM GENERATION PLANT AT TALCHER, ODISHA (INDIA), (NIT NO : PNMM/PC-150/E-4003/NCB)	INSTRUCTION TO BIDDERS [ITB] /26.3- Reverse auction/ page 30 (PDF Page 34 of 2464)	26.3 Reverse Auction In case, after techno commercial evaluation, number of technically & commercially acceptable offers are less than 04 (four), then no reverse auction will be conducted (but the OWNER/CONSULTANT shall take appropriate decision regarding conducting offline price negotiation, if required).	C	Bidder understood, in case after techno commercial evaluation, number of technically & commercially acceptable offers are less than 04 (ie.only 3 bidders available), then no reverse auction will be conducted. Kindly confirm However if 4 bidders available after techno commercial evaluation, then reverse auction will be conducted and there will not be any further offline negotiation after RA. Kindly confirm	Bidder's understanding is correct however OWNER/CONSULTANT shall take appropriate decision regarding conducting offline price negotiation, if required
9	STEAM GENERATION PLANT AT TALCHER, ODISHA (INDIA), (NIT NO : PNMM/PC-150/E-4003/NCB)	SECTION : VI- 5.4 DESIGN PHILOSOPHY- ELECTRICAL / 3. Area of classification 3.3 /sheet 19 of 89 (PDF page 1418 of 2464)	Hazardous areas classification	C	Kindly confirm, temperature class T3 is accepted for Ex'nA' motors.	As per NIT.
10	STEAM GENERATION PLANT AT TALCHER, ODISHA (INDIA), (NIT NO : PNMM/PC-150/E-4003/NCB)	Section V- Special condition of contract/ 16.0 / 46 of 55 (PDF Page 266 of 2464)	DEEMED ACCEPTANCE: In case of DEEMED ACCEPTANCE, a reasonable cost for conductance of Performance Guarantee Tests shall be worked out mutually and shall be retained by OWNER. Payment against PRELIMINARY ACCEPTANCE less the aforesaid retention amount shall be released	C	If PGTR not conducted for the reason solely attributable to owner, the PGTR cost to be settled by owner. This has been standard practice followed in many PSU tender.	No change. Shall be as per NIT
11	STEAM GENERATION PLANT AT TALCHER, ODISHA (INDIA), (NIT NO : PNMM/PC-150/E-4003/NCB)	Section V- Special condition of contract/ 16.0 / 47 of 55 (PDF Page 267 of 2464)	DEEMED ACCEPTANCE: In case of DEEMED ACCEPTANCE, OWNER shall be responsible for care, custody and proper maintenance of the PLANT. However, OWNER, at its option, may retain the CONTRACTOR's services for watch, ward and preservation of the PLANT and reimburse the CONTRACTOR a mutually agreed reasonable cost incurred to do so.	C	If PGTR not conducted well within actual Project schedule (ie. 26months from LOI/LOA) due to reasons solely attributable to the OWNER, thereafter OWNER shall be responsible for care, custody proper maintenance and preservation of the complete PLANT from date of commissioning failing which, owner will replace/repair of necessary item/equipment as suggested by bidder before start of PGTR. However bidder shall provide supervision assistance as per tender terms.	No change. Shall be as per NIT

12	STEAM GENERATION PLANT AT TALCHER, ODISHA (INDIA), (NIT NO : PNMM/PC-150/E-4003/NCB)	Section V- Special condition of contract/ 16.0 / 47 of 55 (PDF Page 267 of 2464)	<p>DEEMED ACCEPTANCE: The CONTRACTOR may, in consultation with the OWNER, demobilise the team from the Site. It shall remobilise at the time of conductance of PGTR by OWNER which shall be within DEFECT LIABILITY PERIOD. The OWNER shall, in addition to the cost retained as above, reimburse the reasonable cost to be incurred by the CONTRACTOR for remobilization.</p>	C	<p>Bidder would like to propose, If PGTR not conducted within 3 months of actual Project schedule (ie. 26 months from LOI/LOA) due to reasons solely attributable to the OWNER, bidder will demobilise the team from site in consultation with owner. Bidder shall remobilise (only commissioning team) at the time of conductance of PGTR on request of OWNER which shall be within DEFECT LIABILITY PERIOD. The OWNER shall reimburse the reasonable cost to be incurred by the bidder for remobilization charges along with bidder's man hour charges for conducting PGTR.</p> <p>During remobilisation, in case of any mechanical work to be performed before start of PGTR, the same to be taken care by owner.</p> <p>In case of remobilisation (within 24 months after commissioning), due to non-availability/failure of any equipment/items/valves/instruments/its components, PGTR again delayed and bidder's commissioning team kept idle for more than 14 days, owner shall reimburse the idling cost to bidder till availability of equipment/item/ valves/instruments/its components and bidder's man hours charges for conducting PGTR.</p>	No change. Shall be as per NIT
13	Amendment XI	Appendix 1, 14. Terms of payment/14.3.2.A For Supplies/ Page 18 of 33	10% retention money (8% against PRELIMINARY ACCEPTANCE CERTIFICATE plus 2% against the CONTRACTOR's Certified Final Bill) shall be released on successful COMMISSIONING and against submission of an additional Bank Guarantee of 10% of Contract value (including taxes). This additional Bank Guarantee (BG) shall be valid for minimum period of 12 months from the „Date of Completion of Work“ as per the completion certificate. The format of this BG shall be same as that applicable for “Contract Performance Security”(Format F-4).	C	<p>Bidder requesting to provide more clarity for definition of “date of completion of work”.</p> <p>For example, bidder completes commissioning and other activities mentioned under PA (Preliminary acceptance) except PGTR and submitted additional BG of 10 % against retention money (8 % against PAC + 2 % against certified bill) then which date /activity will be considered as “date of completion of work”</p>	Commissioning of Plant shall be considered as date of completion.