

**Replies to Pre Bid Queries -Lot 7 Dated 17.08.2020 to NIT No. PNMM/PC-150/E/4003/NCB
For Steam Generation Plant at Talcher, Odisha (India)**

SR. NO	SECTION NO.	SHEET NO.	CLAUSE NO	PAGE NO.	SUBJECT	tkII CLARIFICATIONS	PDIL/TFL Reply
1	SCC- V	34 of 55	6	254 of 2474	Issuance of Preliminary acceptance certificate (PAC)	As per the clause, PAC is linked to a single activity and states that PAC shall be issued within 30 days of successful conductance of Performance Guarantee Test by Contractor, however clause 50 of Section IV Page 146, sheet 13 of 87 links PAC to many other activities. Please clarify the definition of PAC.	Clause 3 (50) of Section IV Page 146, sheet 13 of 87 defines the milestones required to be completed to achieve Preliminary Acceptance whereas clause 6.0 of Section V page 34 of 55 states about the issuance of Preliminary acceptance certificate.
2				7 of 2464	e) Completion period - 26 MONTHS (COMMISSIONING OF PLANT, RECKONED FROM DATE OF ISSUANCE OF FOA	Kindly confirm if a completion period above 26 months from FOA shall be acceptable to TFL	This is a no deviation tender.
3	SCC- V	24 of 55	1.2.19	244 of 2474	Commissioning services of Plant	This clause specifies that as part of commissioning of plant, Performance Guarantee test should be completed. This implies commissioning cannot happen unless PG test has been conducted. However clause no. 16 of Section V SCC, Sheet 46 of 55, Page 266 " Deemed Acceptance" specifies that in case PG test is delayed 12 months beyond commissioning, due to reason attributable to Owner, plant shall be considered as deemed accepted. Request to kindly clarify the proper definition of commissioning and if at all conductance of PG test shall be included as a commissioning activity.	Please refer technical part for clarity in the scope of commissioning services and Performance Guarantee Test. Suitable amendment to clause 1.2.19 of SCC shall follow.
4	SCC	46 of 55	16	266 of 2474	Deemed acceptance In case conductance of PERFORMANCE GUARANTEE TEST RUN (PGTR) of the PLANT is delayed by 12 months from successful COMMISSIONING due to reasons solely attributable to the OWNER, PLANT shall be considered as DEEMED ACCEPTED	Since various activities, milestones, guarantees and payments are linked to Preliminary Acceptance, request you to consider the below: In case conductance of PERFORMANCE GUARANTEE TEST RUN (PGTR) of the PLANT is delayed by 6 months from successful COMMISSIONING due to reasons solely attributable to the OWNER, PLANT shall be considered as DEEMED ACCEPTED.	No change. Shall be as per NIT.
5	IV	37 of 87	29.13	170 of 2474	Guarantee for time of completion	Preliminary acceptance is mentioned under guarantee for time of completion. Also clause no. 89 (iv) on page 271, sheet No. 84 of 87 mentions completion certificate to be read as preliminary acceptance certificate. However clause No. 22 Section V SCC, Page 275, Sheet 55 of 55 specifies commissioning to be the date of completion period. Please clarify whether PAC or Commissioning shall be defined as completion period of 26 months from FOA	Successful Commissioning of Plant shall be considered as date of completion.
6	IV	73 of 87	59	206 of 2474	Statutory approvals	Clause specifies all approvals in contractor's scope except environmental clearances and Consent to Establish. Please note that aviation clearance for chimney shall also be in client's scope. Necessary documentation for same shall be provided by Contractor. We wish to clarify that tkII shall take care about Labour license, IBR & CEIG, however necessary fees to be paid by TFL	No change. Shall be as per NIT.
7	V	9 of 55	1.2.8.7	229 of 2474	Inspection expediting and testing	Clause specifies contractor to arrange third party inspection and quality certification. Kindly clarify if the fees for this third party appointment for inspection shall be in contractor's scope or be paid by Client	Third party inspection is in Contractor's Scope.
8	Std. Specs of DCS	145 of 146	4.0 Warranty	993 of 2464	Vendor shall be fully responsible for the manufacture in respect of proper design, quality, workmanship and operation of all the equipment, accessories etc. supplied by the vendor for a period of 18 months from the date of taking over by the owner at the site as mentioned in this specification or 24 months from the shipment date whichever is later.	As Clause 22 of GCC and Clause 1.2.10.1.2 of SCC, Warranty or Defects Liability period shall be 12 months from Preliminary acceptance. Hence, request you to modify Clause 4.0 in Page 993 of 2464 of the Tender document	SCC conditions shall prevail.
9	GCC	47 of 87	35	180 of 2464	Force Majeure	Though the clause states restrictions imposed by Government, request TFL to include implications due to pandemics and epidemics resulting in restrictions in carrying out work on account of public health and hygiene leading to obligation not able to be met on time to be included in Force majeure	Request under review. Relevant amendment if required shall be issued
10	GCC	40 of 87	31.2	173 of 2464	For Failing to Meet Works Cost Guarantee For every 0.50% increase in Works cost above the guaranteed works cost or part thereof, CONTRACTOR will pay Mutually Agreed Damages equal to 1.0% of the TOTAL CONTRACT PRICE	Request you to specify the maximum limit for applicability of Mutually Agreed Damages for failing to meet works cost guarantee. Would there be applicability of Damages above 102.5% of the works cost guarantee? If yes, at what rate?	Mutually agreed damages shall not be applicable beyond 102.5% of Works Cost guarantee. Further, clause 32.1 shall prevail.
11	GCC	40 of 87	32.2	173 of 2464	Except for criminal negligence or wilful misconduct, the Contractor shall not be liable to the Owner, whether in contract, tort, or otherwise, or any indirect or consequential loss or damage, loss of use, loss of production, or loss of profit or interest cost, provided that this exclusion shall not apply to any obligation of the Contractor to pay liabilities to the Owner, as defined in clause 32.1 above.	Since, Clause 32.1 already specifies the liability of the Contractor to Owner which in no way can be avoided by Contractor, request you to kindly modify the clause 32.2 as below: Except for criminal negligence or wilful misconduct, the Contractor shall not be liable to the Owner, whether in contract, tort, or otherwise, or any indirect or consequential loss or damage, loss of use, loss of production, or loss of profit or interest cost, provided that this exclusion shall not apply to any obligation of the Contractor to pay liabilities to the Owner, as defined in clause 32.1 above.	No change. Shall be as per NIT.