

REPLIES TO PRE BID QUERIES LOT-2 DATED -13.04.2022

NIT NO : PNMM/PC-183/E-4013/NCB Dated 10.03.2022

SUB : SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF FLARE SYSTEM ON PACKAGE BASIS AT TALCHER FERTILIZERS LIMITED, TALCHER, ODISHA

SI. NO	REFERENCE OF TENDER DOCUMENT				Bider's Query	PDIL/OWNER'S REPLY
	SEC. NO	Page No	Clause No	Subject		
1	Scetion - II, BID EVALUATION CRITERIA	Page 9.	1. A.1.	Technical BQC experience Criteria	Bidder understand that the 10 years are to be counted "since the effective date of startup or commissioning of the reference job" against the Technical BQC criteria, as per the scope of work for the "similar work" definition as per this clause. In other words, completion means start-up (not just mechanical completion) related to the scope of the order/contracted services for the reference job.	Bidder to provide completion certificate (issued from end user) mentioning date of completion, which will count the number of experience years from the bid opening date.
2	Scetion - II, BID EVALUATION CRITERIA	Page 9.	1. A.1.	Technical BQC experience Criteria	With regard to points A.1 and A.2 of BEC, Bidder understands that a compliant reference job from Foreign Based Company (Supporting Company, owning more than 50% of Bidder) or any of Supporting Company's fully-owned subsidiaries is acceptable. Please confirm.	Not acceptable. NIT shall prevail.
3	Scetion - II, BID EVALUATION CRITERIA	Page 9.	1. A.1.	Technical BQC experience Criteria (Scope of Erection)	Bidder understands that its Past Reference job where Erection Supervision is carried out by the Bidder for its Flare Supply Order shall be acceptable to meet the criteria. In other words, Erection supervision by the bidder, where erection/installation activity is carried out by another sub-contractor shall also be acceptable.	Not acceptable. NIT shall prevail.
4	Supply Installation Testing & commissioning of Flare system Package, Doc. no. PC183-E-4013-SEC VI	Page 2 OF 2	17	Time Schedule	Bidder would request to increase the time schedule for the supply of complete package from 15 Months to 22 Months.	Under Review. Amendment if required, shall be issued shortly

5	Section I – Invitation for Bid	3 of 6	2.0 (F)	Bid Security/ Earnest Money Deposited (EMD)	As per office memorandum (No. F.9/4/2020-PPD) dated 12.11.2020 by govt. of India, Ministry of Finance (Dept. of Expenditure Procurement Policy Division); it is announced that slowdown in economy due to the pandemic, there is acute financial crunch among many commercial entities and contractors & hence no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Document. (Ref. https://doe.gov.in/sites/default/files/Bid%20Security%20-%20Earnest%20Money%20Deposit.pdf) In view of the same kindly advise the applicability of EMD for this Tender	No Change. Shall be as per NIT
6	Section V – Special Conditions of Contract	5 of 47	1.1.5 & 1.1.6	Statutory Approvals	We shall provide necessary documentation and support required for Statutory approval, however, obtaining the same shall be in Owner/Consultant's scope as the statutory authorities only permit direct communication from client's representative & not from vendor and hence this requirement may be reviewed & advised.	No Change. NIT Clause shall Prevail. Please refer clause 1.2.12 of SCC in this regard.
7	Section V – Special Conditions of Contract	9 of 47	1.2.8.4 (c)	Shop Fabrication Drawings	We are not in a position to submit fabrication /shop drawings for Flare components including Water seal drum as these involve proprietary equipment details. General arrangement drawings shall be furnished which shall cover all the required details like welding & those required for inspection of the item.	The drawings is required during detailed engineering.
8	Section V – Special Conditions of Contract	9 & 10 of 47	1.2.8.7	Third party inspection	We understand that the TPI agency shall be appointed & their charges shall be borne by the owner. Please confirm.	Third party Inspection is in Contractor's scope and all charges w.r.t TPI shall be borne by Contractor
9	Section V – Special Conditions of Contract	16 of 47 & 40 of 47	1.2.10.1.2 & 17.1	Warranty period OR Defect Liability Period	We request to please amend the Warranty/Defect liability period as 12 months from the date of commissioning or 15 months from the date of Mechanical completion, whichever is earlier. Please review and confirm your acceptance.	No Change. NIT Clause shall Prevail.
10	Section V – Special Conditions of Contract	30 of 37	2.8 (a)	Land for construction activities	We understand that land of the OWNER'S site (at present flare project) shall be used for construction activities without any charge/rent till actual completion of contract. Please review and confirm.	Land for construction will be provided subject to availability
11	Section V – Special Conditions of Contract	33 of 47	10.0	Final Bill	Any Change Order claimed by the CONTRACTOR shall be part of the respective milestone payment, i.e., if change order is for supply, payment terms of supply shall apply. Please review and confirm.	Change Order shall be governed by clause 3.0 of SCC

12	Section V – Special Conditions of Contract	35 of 47	14	Terms of Payment	We request you to please review & confirm our proposed Payment Terms as under: 1) Advance 10% of total Lumpsum Price of contract against submission of Bank Guarantee for like amount. 2) For Supplies: - 10% against procurement of major Raw Materials - 45% on pro rata basis against Third Party Inspection Release note. - 45% on pro rata basis against receipt of material at site 3) For Services (Design & Engg.): - 50% upon submission of drawings and engineering details. - 30% upon Review/Approval under CODE-2 by PMC - 20% upon Review/Approval under CODE-1 by PMC 4) For Services (Site installation & commissioning): - 10% against Site mobilization - 70% against Civil & structural works, Erection, Site Installation and Transportation charges (RA bill) - 10% against Mechanical Completion - 10% against Commissioning and PGTR.	Under Review. Amendment if required, shall be issued shortly
13	Section V – Special Conditions of Contract	37 pf 47	14.3.2 (v) & 14.3.3 (iii)	Payment for Services against Preliminary Acceptance Certificate	Commissioning & PGTR, if gets delayed beyond 3 months from Mechanical completion, for reasons not attributable to the contractor, then the payment of 10% against Commissioning and PGTR shall be released within 3 months from date of Mechanical Completion. Please review and confirm.	No Change. NIT Clause shall Prevail.
14	Section V – Special Conditions of Contract	39 of 47	16.0	Deemed Acceptance Payment less the retention amount	In case of Deemed Acceptance, Full payment shall be released without any retention amount i.e., cost of conductance of Plant Trial Runs. Please review and confirm.	No Change. NIT Clause shall Prevail.
15	Section V – Special Conditions of Contract	44 of 47	20.0	Completion Period	Considering the quantum of work involved & site conditions (monsoon period), the specified completion period of 15 months will be too short; we request to please confirm the completion period of 24 months from the date of FOA. The period of 24 months shall be on the basis that site will be handed over to contractor within 2 months of LOA. In case the site is handed later than 2 months, then the Completion schedule of the job shall be extended commensurately by the period of this actual delay in handing over the site.	Under Review. Amendment if required, shall be issued shortly
16	Section V – Special Conditions of Contract	45 of 47	21.1.3	Liquidated damages	As the flare is single item having two elements of supply & site construction, we confirm acceptance of liquidated damages @ 0.5% per week of delay subject to maximum 5% of the undelivered portion's price (excluding taxes & duties)	No Change. Provisions of Mutually Agreed Damages (MAD) shall be as per clause 21.0 of SCC
17	General	–	–	Possession of site	The site shall be made available to us for site/civil work from the end of 2nd month from the date of LOA.	Project Management to review & revert

18	General	-	-	Price Variation	Considering the present scenario of highly fluctuated market rates, we request you to please advise the suitable formula for price variation on the account of price increase of all raw materials (for civil, structural, equipment etc.)	No Change. Prices shall remain firm & fixed till completion of the contract.
19	Section-III	69	11.1.1	Content of the technical (Unpriced Bid)	Point no. "C" and "S" are vague. Please specify the required documents covered under point "C" and "S"	Please note that "C" and "S" are almost same and refers to any other document required to be submitted with the bid, which has not been mentioned in this clause.
20	Section-V	310	14	Terms of Payment	Please consider the following change in the payment terms: 1. 10 % against Order placement 2. 10 % against GA approval 3. 40 % AGAINST PROOF OF SHIPMENT / DESPATCH OF MATERIALS 4. 25 % AGAINST RECEIPT OF MATERIAL AT SITE 5. 5 % MECHANICAL COMPLETION 6. 8 % PRELIMINARY ACCEPTANCE CERTIFICATE 7. 2 % On Completion of Balance jobs, if any.	Under Review. Amendment if required shall be issued shortly
21	Section-V	319	20	Completion Period	Please consider 22 Months as completion period	Under Review. Amendment if required shall be issued shortly
22	Section-V			LD	Since this is a hybrid contract (Service & Supply) LD should apply only on the Value of Delayed part instead of total value.	
23	Section-V			LD	We understand that there is no LD on Documentation, please confirm.	Provisions of Mutually Agreed Damages (MAD) shall be as per clause 21.0 of SCC
24	ITB- Clause 10.3 (a), Page No. 17 and Clause no. 13, Page no. 20	Page No. 17 Page no. 20	Cl 10.3 (a) & Cl. 13	Concessional GST rate	Kindly please confirm if there any concessions for GST rate. We understand GST shall be 18% for the subject tender.	There is no concession for GST rate
25	GCC	Page No. 230	23.0	DEDUCTIONS FROM CONTRACT PRICE	Please clarify.	The clause is self explanatory. It refers to any expense/costs/damages which the OWNER incurs on behalf of Contractor's scope of work
26	GCC	-	35.0	FORCE MAJEURE	We request, covid related lockdown announced by Central/ State Government of India, shall also be covered under Force Majeure Clause.	It is covered under "acts & regulations of respective government of two parties"
27	SCC	-	1.2.8.7	Third Party Inspection Agency	We understand TPI will be arranged by Contractor/Bidder. TPI agencies shall be LLyods/BV/TUV/DNV.	Bidder understanding is correct

28	SCC	-	1.2.9	Spares, Special Maintenance Tools, Lubricants, Chemicals and Consumable	Kindly please confirm the Commissioning and Mandatory Spare List. Or bidder can follow spares list as per their own std.	Please refer Clause 1.2.9.8 & 1.2.9.9 of SCC in this regard. Also bidder to follow the spare list as provided in the NIT
29	SCC	-	1.2.12	STATUTORY APPROVALS	Kindly please confirm scope for Environment Clearance and DGCA approval.	Refer clause no. 1.2.12 of SCC of the NIT. All the leisoning work and follow up related to approvals if any shall also be in bidder's scope.
30	General	-	-	Post Material Supply at site	After supply of material at site; due to unforeseen reasons at plant OR delay for which TFL is attributable (beyond 3 months); in such case LD would not be applicable and balance all payment shall be released within 15 days from the date of claim. Please Confirm	Please note that MAD shall be applicable, in case contractor fails to attain Preliminary acceptance of the Plant as per the contactual completion period. Further MAD is not applicable on intermitent milestones.
31	General	-	-	Site Possession	Site shall be made available to contractor/bidder for site work from 3rd month of the NOA or earlier. Please Confirm	All effort shall be made to provide site to contractor within 03 months.
32	General	-	-	Storage and Security of material at site	TFL to provide safe and secured area for storage material at site or near by site at free of cost. Kindly please confirm.	Please refer Clause 2.8 of SCC in this regard
33	General	-	-	Site Visit	should arrange a site visit post pre bid meet; so that bidder gets the clarity of scope of works for the project.	Please refer Clause 6.0 of Section-III, Instruction to bidders in this regard.
34	COMPLETION PERIOD:	-	-	Completion period for the entire package shall be 15 (Fifteen) months from the date of FOA.	Completion period for the entire package shall be 18 (Eighteen) months from the date of FOA. Please confirm Or 15 (Fifteen) Months from the date of all drawing and documents approval.	Under Review. Amendment if required, shall be issued shortly
35	General	-	-	Soil Survey Report	Request you to share the soil survey report for civil design.	Soil investigation report of flare stack area is not available. However, recommendation of soil investigation for near by area is attached herewith only for reference to the bidders. Successful bidder has to conduct soil investigation afresh for design and execution purpose.