



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

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CORRIGENDUM - 06 TO NIT NO-63119

Subject: Corrigendum-6 to Tender enquiry for Pre-bid Tie up for Supply & Services of 220kV GIS for IOCL PANIPAT (P25) PROJECT.

Project : IOCL PANIPAT (P25) PROJECT
Equipment / Item : SUPPLY & SERVICES OF 220KV GIS.
Enquiry No/Date : NIT 63119_61G2200211 dated 16.02.2022
BHEL NIT NO : 63119.
Original Tender due date : 23.02.2022

The Corrigendum is being issued by BHEL TBG against above mentioned NIT/ enquiry for providing commercial clarifications

Due date for Offer submission/opening shall remain unchanged as 25.03.2022.



All other terms and conditions for this tender enquiry shall remain unchanged.

Bidder to ensure submission of offer on or before due.

Note: Tender ID in CPP Portal is **2022_BHEL_8362_1**.

Thanking you

Vineet Gupta
BHEL TBG, NOIDA

|  | | Replies to Pre-bid Queries- Commercial | | | |  | |
|---|-----------------------------------|--|------------------------|---|---|--|--|
| Tender No. | | SG/B269-999-EB-T-0020/22 | | | | | |
| Name of Work | | 220 kV GIS Package for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India | | | | | |
| Sl. No. | Bidding Document Reference | | | Subject | Bidder's Query | IOCL/ EIL Reply | |
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| 1 | NIT | 3 | 11.1.2 | and the bidder engages a GIS manufacturer as a subcontractor (hereinafter called a GIS manufacturer) for this job who has executed at least One (1) order for EHV indoor, double bus GIS (with single breaker/ one and half breaker/ double breaker execution) of voltage rating 220 kV or above with SF6 circuit breaker having minimum bus rating of 2000A, 50kA for 3 sec. and total 5 nos. of circuit breaker bays having same model of EHV GIS & SF6 circuit breaker as being offered, including design, detail engineering, procurement, supply, fabrication, along with either testing and commissioning or supervision of testing and commissioning | With respect to the referred clause, the following may please be confirmed in case of a LSTK contractor as a sole bidder: i) MOU is required to be submitted with the 220kV GIS manufacturer only and 66kV GIS may be sourced from the different GIS manufacturer. ii) Since no equipment specific Qualification requirement has been specified for the 66kV GIS, it is assumed that multiple GIS OEMs can be proposed by the bidder at tendering stage. | i) Bidder understanding is correct. ii) Reference of past executed orders of 66kV GIS along with PTR shall be submitted by the bidder for the proposed 66kV GIS post order during detail engineering. Bidder will offer final make of 66kV GIS switchboard meeting all technical requirements of tender for review/approval by Owner/EIL. | |
| 2 | NIT | 3 | 11.1.2.1 | the bidder, along with the bid, shall submit Memorandum of Understanding (MoU) / Agreement and a clear scope / responsibility matrix (activity wise) with the GIS manufacturer to be engaged as sub-contractor based on the experiences mentioned in EHV GIS manufacturer qualifying reference, which shall be binding on the bidder and is not to be changed thereafter and shall remain in force at least for 4 years or till the defect liability period whichever is later.... | As per the referred clause, the bidder is required to submit an MOU with the proposed GIS Manufacturer which shall be binding on the bidder and not to be changed thereafter. As such there is no provision to change the GIS manufacturer at contract execution stage in case of a default by the proposed sub-contractor/ any other reason. We request M/s EIL/IOCL to allow bidder to propose alternative qualified make at contract execution stage in case proposed GIS OEM at bidding stage does not support the bidder at project execution stage/or in case of any default by the sub-contractor/or dispute between the parties at post tender stage. | Bidder to follow the tender documents. | |
| 3 | NIT | 3 | 11.1.2.1 | the bidder, along with the bid, shall submit Memorandum of Understanding (MoU) / Agreement and a clear scope / responsibility matrix (activity wise) with the GIS manufacturer to be engaged as sub-contractor based on the experiences mentioned in EHV GIS manufacturer qualifying reference, which shall be binding on the bidder and is not to be changed thereafter and shall remain in force at least for 4 years or till the defect liability period whichever is later.... | We understand, there is no specific format(as per IOCL's tender documents) for the MOU to be signed with 220kV GIS manufacturer and bidder may sign the same in its own standard format. Please confirm. | Bidder to give MOU on their letter head. Bidder to follow their own format | |
| 4 | NIT | 20 | General, Cls-21, xxix. | Purchase preference to Central / State PSUs and JV's of IOCL or any other government guidelines as applicable from time to time shall be considered. | Kindly provide the detailed provision and the mode of operability of Purchase preference for the Central/State PSUs. | Clause is clear. Bidder to follow provisions of Bidding Document | |
| 5 | ITB | 54 | 14.5 | Rates/ prices quoted by the bidder, shall remain firm, fixed and valid till the completion of the Works and will not be subject to variation on any account except as otherwise specifically provided in the Bidding Documents. | At per referred clause, the prices quoted by the bidder shall remain FIRM till the completion of the work. Considering the substantial variation in the prices of raw materials of major items(viz. Power Transformer, GIS, Cables, other HV equipment, etc) and lot of uncertainty linked with these prices in future as well, we request to keep the provision of Price variation for both supply as well services. | Bidder to refer provisions of Bidding Document. | |
| 6 | SCC | 420 | 52 | Office accommodation, Services and Facilities for PMC / owner's personnel at contractor's works(Max. 10 Nos). | We understand that the expenses towards arrangement of office accommodation, services and facilities at contractor's works shall be borne by the Owner. Please confirm. | Bidder to follow tender document | |
| 7 | SCC | 443 | 6.1 | Mobilization Advance- Interest bearing advance | We request IOCL/EIL to provide the Interest free Mobilization advance. | Not Acceptable. Bidder to follow provisions of Bidding Document | |
| 8 | SCC | 445 | 6.2 | On account Payment | We request you to accept Mode of payment as Sight LC for all the payments except advance. | Not Acceptable. Bidder to follow provisions of Bidding Document. | |

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| 9 | SCC | 458 | 7.6 | MARINE COVER AND ERECTION ALL RISK COVER INSURANCE(where Insurance Coverage is in the scope of Contractor) | In order have more safety/security and better risk cover, we propose to consider deductibles as per the guidelines of the "Tariff Advisory Committee". The following is proposed against the existing provisions: Marine Cover -0.5% of Consignment Value subject to minimum of Rs.20000. Storage/Erection Cover(Normal Period) -5% of claim amount subject to minimum of INR 1 Lakh. Testing Period -5% of claim amount subject to minimum of INR 4 lakhs Act of God -10% of claim amount subject to minimum of testing excess in respect of each and every loss. Kindly confirm your acceptance on the above. | Refer Sl. No. 5 of Annexure to SCC Part-B and as per the same, Case-2 is not applicable. Bidder to follow provisions of Bidding Document. |
| 10 | SCC | 459 | 8 | PRICE VARIATION (Escalation / De-escalation) The price variation shall be applicable on basic supply price of bulk steel material for site fabrication/construction for permanent incorporation in work e.g. Structural steel, Reinforcement bars, Steel Gratings, CS Plates, MS anchor bolts, MS insert plates and chequered plate only. The Contract Price shall be adjusted for any increase/decrease on account of variation in steel prices as per the formula below: | The prices for the project are to quoted on Lump-sum turnkey basis wherein prices for the steel materials are to be included within the total quoted prices only. As such there is no provision to quote the separate prices for the Steel items. In such a case, please provide the method of calculation of Escalation / De-escalation during the execution of the contract for the said items/materials. | Variation shall be calculated as per formula provided in Clause 8 of SCC Part-B and bidder to follow the provisions of Bidding Document. |
| 11 | TENDERDOCUMENT _PART-1 | B269-TENDER_DOC-B269-999-16-50-EB-T-0020 Rev A | 35.4 | Reverse Auction | We would request you to implement the sealed bid system in place of eRA from evaluation process. | Not Acceptable. Bids shall be submitted through IOCL eTender Portal only. |
| 12 | TENDERDOCUMENT _PART-1 | B269-TENDER_DOC-B269-999-16-50-EB-T-0020 Rev A | 11.7 (b) | Commercial Experience Criteria | If OEM of GIS manufacturer is participating directly , can they also sign MoU with other EPC(s) in parallel for 220kV GIS? | No for 220kV GIS |
| 13 | TENDERDOCUMENT _PART-1 | B269-TENDER_DOC-B269-999-16-50-EB-T-0020 Rev A | 11.7 (b) | Commercial Experience Criteria | If OEM of GIS manufacturer is participating directly , can they also give offers to other EPC(s) for 66kV GIS in parallel? | Yes for 66kV GIS |
| 14 | TENDERDOCUMENT _PART-1 | B269-TENDER_DOC-B269-999-16-50-EB-T-0020 Rev A | 11.7 (b) | Commercial Experience Criteria | Any EPC can sign MoU with multiple OEMs of 220kV GIS manufacturers? Please confirm. | No for 220kV GIS. |
| 15 | TENDERDOCUMENT _PART-1 | B269-TENDER_DOC-B269-999-16-50-EB- | 11.7 (b) | Commercial Experience Criteria | Can a GIS manufacturer (OEM) sign MoU with multiple EPCs for 220kV GIS at Bidding stage. | No for 220kV GIS. |

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| 16 | | GCC | 8.1.1 | TAXES, DUTIES AND LEVIES | <p>Please add the following as a separate clause:</p> <p>In case of change in the rates of any taxes, duties, levies or if new taxes, duties or levies (e.g. GST) are initiated by the Central / State Government / local bodies, then the same will be to the account of Owner/Employer/Purchaser and shall be reimbursed by Purchaser. Change in judicial interpretation and / or any clarification or amendment made by the relevant authorities shall be construed to be a change in the rate of taxes, duties, levies and / or imposition of new tax, duty or levy.</p> <p>If applicable laws, rules and regulations, engineering standards and codes of practice, and decisions or guidance issued by courts or public authorities are amended or added to after the date of Contract signature, Contractor shall be entitled to an adjustment of the Contract, including inter alia an adjustment of the Contract Price to reflect any additional costs to be incurred by Contractor, the time schedules and scope of Works, as necessary in order to compensate for any adverse effects or additional requirements deriving from such changes.</p> | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 17 | | SCC | | Additional Clause- Export Reservation clause | <p>Bidder request the addition of following clause in SCC:</p> <p>If Recipient transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Contractor or works and services (including all kinds of technical support) performed by Contractor to a third party Recipient shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services Recipient shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.</p> <p>Prior to any transfer of goods, works and services provided by Contractor to a third party Recipient shall in particular check and guarantee by appropriate measures that There will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos; Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.</p> <p>If required to enable authorities or Contractor to conduct export control checks, Recipient, upon request by Contractor, shall promptly provide Contractor with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Contractor, as well as any export control restrictions existing.</p> <p>Recipient shall indemnify and hold harmless Contractor from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Recipient, and Recipient shall compensate Contractor for all losses and expenses resulting thereof.</p> | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 18 | | SCC | GCC Clause 37- | <u>Force Majeure</u> Addition of a new clause | <p>In case there are Export/Import embargoes levied which limit the movement of shipments to the site from a country other than India ,the Contractor shall be unable to deliver the affected shipments to site. The Contractor therefore proposes for the addition of the following clause :</p> <p>Contractor's obligation to fulfill this agreement is subject to the provision that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos [or other sanctions]."</p> | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 19 | | SCC | 4 | BOCWA Cess | Bidder understands that the BOCW (Labour Cess)@1% shall be applicable only on the Service contract value portion and not on the supply contract value portion. Please confirm. | Bidder to assess applicable rate of BOCW cess and follow the provisions of Bidding Document. |
| 20 | | SCC | | Award of Contract | <p>Please confirm:</p> <p>In case of Award of Contract to Contractor, either:</p> <p>a) Separate Contract for Supply and Services shall be awarded, or</p> <p>b) Composite Contract including Supply and Services shall be awarded to the Contractor.</p> | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 21 | | SCC | 6 | Payment terms | We understand that all the payments under this contract shall be paid within 30 days from the date of invoice of respective items. Please confirm. | Bidder to follow provisions of Bidding Document. |

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| 22 | | SCC | 9 | STATUTORY APPROVALS | Please confirm: 1. Contractor shall not be responsible for statutory approvals, tree cutting, forest clearance, site clearances, access to site and right of way. The same shall be in scope of Employer/Owner. 2. Right of Way shall be in the Owner's/Consultant's scope. | Bidder to follow provisions of Bidding Document. |
| 23 | | SCC | | COVID- 19 Clause | Please add the following as a separate clause in SCC section: The Parties acknowledge the worldwide outbreak of the COVID-19, which is likely to affect the execution of the Agreement. The Parties agree, that Supplier shall be entitled to reasonable adjustments of the Delivery Schedule/ milestones/ delivery dates as well as to reimbursement of costs to the extent the delay and the costs are caused directly or indirectly by the outbreak of COVID-19. | Bidder to follow provisions of Bidding Document. |
| 24 | | GCC | 8.6.0.0 | Limitation of Liability | Kindly replace the clause with the following: Overall liability shall be limited to the 100% of the Contract value. Contractor shall in no event be liable, whether pursuant to any indemnity or in contract, tort (including negligence and statutory duty) or otherwise for loss of profit or revenue, loss of production, interruption of operations or loss of use, cost of capital, loss of interest, loss of information and/or data, for claims arising from Employer/Consultant/Customer's contracts with third parties, loss of power, cost of purchased or replacement power, or for any indirect or consequential damage. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 25 | | SCC | | Deemed Acceptance | Please add the following as a separate clause in the SCC; If Contractor notifies the Owner/Customer/Purchaser that the Works or a part of the Works are ready for acceptance, the Customer shall declare the acceptance of the Works or relevant part in writing within two weeks of the notified date. Upon expiry of the two week period the Works or relevant part of the Works shall be deemed accepted, unless the Customer has stated and substantiated in writing legitimate grounds on which it refuses acceptance. The acceptance shall be effective as of the date of Contractor's notification. In any event, the works shall deemed to be accepted if put in the commercial operation by the Purchaser. In case commissioning is delayed by more than 90 days from the scheduled date as notified by the Contractor to the Owner, due to reasons not attributable to Contractor/Supplier, then it will be considered as deemed commissioned. Consequently, the defect liability period shall start and the final payment due to Contractor (if any) shall become due to the Contractor. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 26 | | SCC | | Additional Clause | Please add the following clause to the contract: The Owner/Customer/Purchaser acknowledges that Works on Site may generate and/or uncover hazardous waste which is subject to specific legal or regulatory requirements under applicable laws "hazardous materials" or "hazardous waste". If Contractor discovers hazardous materials (including asbestos), environmentally hazardous substances, geological or geothermal conditions, archaeological findings or any other local environmental conditions which have an adverse effect on the Works, the Customer shall be liable for any required remediation and shall also reimburse Contractor for any reasonable additional costs and expenses. Contractor shall also be entitled to a proportionate extension of time to provide the Works. The Customer shall, at its expense, provide containers complying with all legal and regulatory requirements and shall handle, store and dispose of hazardous waste in accordance with the applicable laws. Contractor shall not be obliged to provide the Works on Site in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall be taken by the Customer, at no cost to Contractor, before the Works on Site commence and shall be maintained by the Customer during Contractor's performance of the Works on Site. | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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| 27 | | SCC | | Suspension of Works | Please add the following as a separate clause in the SCC: Contractor may suspend performance of its obligations under the Contract if (i) the Owner/Purchaser is in delay with any payment or in providing any payment security required under this Contract for more than 30 days, (ii) the Purchaser/owner fails to perform those of its obligations necessary for Contractor to provide the Works; or (iii) the Purchaser otherwise materially breaches the Contract. Further in the event of suspension, the Purchaser shall become immediately liable to pay Contractor for all parts of the Works already provided. The Purchaser shall further reimburse Contractor all reasonable additional costs and expenses incurred as a result of such suspension (e.g. payments to subcontractors, cost of waiting time, demobilization and remobilization, etc.). Any contractual dates shall be extended for a reasonable period to overcome the effects of the suspension. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 28 | | SCC | | Effective Date of Contract | Kindly add the following as an additional clause: Effective date of Contract shall start when all of the following activities has occurred: a)Signing of Contract Agreement and advance payment from Owner, b)Owner has handed over the clear site without any hindrance, | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 29 | | SCC | | SCC 8 Taxes and Duties | As this is Works contract, we need to quote flat 18% GST for all items in the price schedule. Please confirm. | Bidder to access and quote accordingly as per provisions of Bidding Document. |
| 30 | | SCC | 55 | AMC Contract | We understand that AMC works are not applicable for this project. Please confirm. | PWAMC is not applicable. |
| 31 | | SCC | 6 | Payment Terms (I) All payments other than the Mobilization Advance shall be released only after submission of preliminary planning and monitoring documents and Progress Schedule | Please confirm , in how many days the payment shall be paid by the Purchaser after invoicing by Seller. | Bidder to follow provisions of Bidding Document. |
| 32 | | GCC | GCC 4.4.0.0 and 7.0.7.0 | Price Adjustment For Slippage in Completion/ Termination | Bidder request to only levy Liquidated damages being the sole remedy for any delay/slippages in completion. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 33 | | ITB | | ATTACHMENT- VIII SELF-CERTIFICATION & DECLARATION BY CEO/CFO/COMPANY SECRETARY SELF-CERTIFICATION | It would not be possible to get these Schedules signed from CEO/CFO/CS of the company. They/Company have authorised some persons through Power of Attorney to sign bidding documents and other important documents. Hence, these schedules would be signed by these authorized persons. We request you to please accept the same. Others State & Central Utilities also have been accepting the same. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 34 | | ITB | 42 | PROJECT SPECIFIC ACCOUNT For the benefit of the Project, it is desired that the CONTRACTOR shall maintain Project Specific Bank Accounts, with a bank approved by the OWNER to ensure that finances released by the OWNER, line of credit received from the lenders to meet working capital requirements and all revenues & other receipts arising from the CONTRACT and under any agreements are deposited into such Account(s). Withdrawals and appropriations during the Contract Period, at any relevant time, from such Account(s) shall be made only for the purpose of Project/Project Facilities and Services. | Please delete this provision. Since Working capital of this project and the cash flows would be either self-funded or funded via internal cash of the company, this account is not required. | Bidder to follow provisions of Bidding Document. |
| 35 | | SCC | | ANNEXURE A-II TIME SCHEDULE List of Milestones | We understand that there is no Milestones LDs applicable in this project. LD shall be applicable in case there is delay in the completion of overall project. Please confirm. | Bidder to follow provisions of Bidding Document. It may be noted that in case of delay in Mechanical completion beyond stipulated time schedule, price adjustment shall be done as per provision of Bidding Document. |
| 36 | | BDS | | Reverse Auction- Bidders are informed that Reverse Auction will be conducted for finalizing this Tender. | Request you to delete the provision of Reverse Auction from this tender. | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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| 37 | TENDERDOCUMENT_PART-1 | B269-TENDER_DOC-B269-999-16-50-EB-T-0020 Rev A | 8 | PRICE VARIATION (Escalation / De-escalation) | At present so many infra structure projects are badly affected due to cost over run. Considering the volatile market, we sincerely request you to implement the price adjustment clause on the complete project. Now a days other gov utilities also are following the price variation. | Bidder to follow provisions of Bidding Document. |
| 38 | | | SCC | PRADHAN MANTRI SURKSHA BIMA YOJANA (PMSBY) The Contractor shall ensure that the workers engaged by him as well as workers engaged by the SUB-Contractor's are enrolled under "Pradhan Mantri Surksha Bima Yojana (PMSBY) & Contractor shall at his own expense cover all the workmen engaged under him under Pradhan Mantri Surksha Bima Yojana (PMSBY) and Pradhan Mantri Surksha Bima Yojana (PMSBY) schemes. The Contrtor shall periodically submit the documentary evidence towards enrolment to the Owner/ Engineer-in-Charge. | We understand that all Insurances including Marine and EAR are in the scope of Owner. Bidder/Contractor does not have to take any Insurances for its scope of works. Accordingly, We request you to delete this provision of SCC 56. | Not acceptable. Bidder to follow provisions of Bidding Document. |
| 39 | | | SCC | ANNEXURE TO SPECIAL CONDITIONS OF CONTRACT (SCC) Part-B MARINE COVER AND ERECTION ALL RISK COVER INSURANCE | We understand that all Insurances including Marine and EAR are in the scope of Owner. Bidder/Contractor does not have to take any separate Insurances for its scope of works. Please confirm. | Bidder to follow provisions of Bidding Document. |
| 40 | | | SCC | FOR SUPPLIES Subject to the other provisions of Contract documents, on account payments for the supplies will be made as follows: i) 10% (Ten percent) of total supply value as per SP-1 of Price Part of the tender (excluding cost of Mandatory Spares and cost of construction materials like Cement, Reinforcement Steel etc.) on placement of Purchase Order for major critical tagged items (as per list of major tagged equipment attached to this SCC) on pro-rata basis. This payment shall be released after submission of Bank Guarantee for equivalent value. This bank guarantee shall be valid up to the Contractual Date of Completion plus three months. However, this Bank Guarantee shall be released after receipt of all materials at Site and issue of certificate of verification and good condition in respect thereof in accordance with Clause 3.0.6.4 of the General Conditions of Contract. The value of advance Bank Guarantee will be allowed to be reduced on the written request of the CONTRACTOR in not more than 04 (four) occasions during the execution of the Contract and on recommendation and certification of Engineer-in-Charge for receipt and acceptance of materials in good condition at Site and on adjustment of advance by Owner's Finance department. ii) 5% (Five percent) of total supply value as per SP-1 of Price Part of the tender (excluding cost of Mandatory Spares and cost of construction materials like Cement, Reinforcement Steel etc.) on pro-rata basis on approval of identified drawings of major tagged items at least in Code-2 and manufacturing clearance. This payment shall be released after submission of Bank Guarantee for equivalent value. valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance material at site. | We understand that these Advance payments of 20 per cent (10 per cent plus 5 per cent plus 5 per cent) are interest free advance payments. Please confirm. | Provision of Payment terms are self explanatory. Bidder to follow provisions of Bidding Document. |
| 41 | | | SCC | BOCWA Cess | As the complete scope of substation works is under IOCL factory premises, we understand that BOCWA@1% shall not be applicable for Contractor. | Bidder to assess applicable rate of BOCW cess and follow the provisions of Bidding Document. |
| 42 | | | ITB | Attachme nt 7 FORMAT FOR FURNISHING AFFIDAVIT ON AUTHENTICITY OF DOCUMENTS SUBMITTED AGAINST BIDDER QUALIFICATION CRITERIA | We understand that this schedule is not applicable. If applicable, please let us know. From which agency this attachment needs to be certified. | Attachment-VII to ITB is required to be submitted. This affidavit is required from authorized signatory of Bidder and duly Notarised (Affidavit is to be submitted on Non-judicial stamp paper of INR 100/-). |

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| 43 | | NIT | 10 | Earnest Money Deposit (EMD)/ Bid Security: INR 1,13,50,000.00 (Indian Rupees One Crore Thirteen Lakh Fifty Thousand Only). (Refer Sl. No. 19 of Instructions to Bidders (ITB) for detail)- INR 1,13,50,000.00 (Indian Rupees One Crore Thirteen Lakh Fifty Thousand Only). (Refer Sl. No. 19 of Instructions to Bidders (ITB) for detail) | Please confirm whether EMD is applicable for this bid. | Yes, EMD is applicable. |
| 44 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 397 | 1. DEFINITIONS | "EFFECTIVE DATE" of Contract shall be the date of issue of Letter / Fax of Acceptance (LOA/FOA) issued by the Owner accepting the Contractor's bid. | Since the Completion period provided is very stringent, we request you to kindly consider Effective Date as the last date of the occurrence of any of following events a) Release of total Advance b) Signing of Contract Agreement c) Handover of the complete site in one go to Contractor | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 45 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 400 | 8. TIME SCHEDULE | 8.2 Delay by OWNER in providing Utilities and Feedstock will not be reason for waiver of price adjustment, if concurrently CONTRACTOR has delayed the completion of job. | We request you to kindly confirm that Price Adjustments will be applicable only for the reasons solely attributable to the Contractor. In case of concurrent delays, the Contractor shall not be held only liable and price adjustment will be waived off. | Bidder to follow provisions of Bidding Document. |
| 46 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 401 | 10. STATUTORY APPROVALS | 10.1 Obtaining statutory approvals, required as defined in contractor's scope under Technical Scope of work, shall be the responsibility of the contractor. Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect. The application on behalf of the Employer 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 work is not delayed for want of the approval/inspection by concerned authorities. | Please confirm that all approvals which are required to be taken in the name of Employer shall be arranged and procured by Employer. The statutory fees, for such approvals, licenses, permits etc. shall be paid by Employer directly to the concerned agency / authority, dept. etc. Further, please confirm that in case of delays in getting the approvals for the reasons not attributable to the Contractor, the contractor shall not be held liable and responsible. | Refer Technical section of Bidding Document. |
| 47 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 401 | 10. STATUTORY APPROVALS | 10.2 Statutory fees paid, if any, for all such inspections and approvals by authorities shall be deemed to be included in the quoted prices, if not specified otherwise. | Since the approvals are required to be taken in the Employer's name, we request you to kindly pay the applicable fees directly to Authorities. | Refer Technical section of Bidding Document. |
| 48 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 401 | 10. STATUTORY APPROVALS | 10.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract. | The contractor's bid is based on the specifications as provided in the Tender and any deviation in the same shall be routed through Change Order. Please confirm. | Bidder to follow provisions of Bidding Document. |
| 49 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 401 | 10. STATUTORY APPROVALS | 10.4 All statutory approvals other than specified under 10.1 above shall be obtained by Employer and provided to the Contractor. | Please confirm that all approvals which are required to be taken in the name of Employer shall be arranged and procured by Employer. The statutory fees, for such approvals, licenses, permits etc. shall be paid by Employer directly to the concerned agency / authority, dept. etc. | Refer Technical section of Bidding Document. |
| 50 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 401 | 12. EMPLOYMENT OF LOCAL LABOUR AND PREFERENCE TO LAND LOSERS AND/OR DEPENDENT OF LAND | 12.1 The CONTRACTOR shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work. Special preference shall be given to persons and/or dependents of persons whose land has been acquired for the project work. In case of non-availability of suitable labour in any category out of the above persons, labour from outside may be employed. | Please confirm that all ROW shall be procured by Employer and provided to the Contractor. | Bidder to follow provisions of Bidding Document. |

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| 51 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 402 | 13. SETTLEMENT OF DISPUTE BETWEEN GOVT. DEPT. / PUBLIC SECTOR UNDERT | 13.2 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the CONTRACTOR shall continue and be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or Works be determined by the OWNER) and the CONTRACTOR shall remain liable and bound in all respects under the Contract". | Please confirm that the payments shall be released by the Employer to the Contractor smoothly for the work / supplies / services which are not under any dispute or arbitration | Bidder to follow provisions of Bidding Document. |
| 52 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 405 | 19.2 Mobilisation of Construction Equipments | 19.2.1 The CONTRACTOR shall without prejudice to his responsibilities to execute and complete the work as per the specifications and time schedule, progressively deploy minimum construction equipment, tools and tackles and further augment the same depending on the exigencies of work and as decided by the Engineer-in-Charge so as to suit the construction schedule within scheduled completion date without any additional cost to OWNER. The bidder shall submit a list of construction equipments he proposes to deploy for the subject work along with deployment schedule. No construction equipment shall be supplied by the OWNER, unless specified by owner specifically in the bidding document. | Please confirm that, the augmentation in the said resources and elsewhere as defined in the Tender shall be done by Contractor only when the reasons of such augmentation / delays are solely attributable to the Contractor, else the cost related to such augmentation shall be paid to the Contractor additionally. | Bidder to follow provisions of Bidding Document. |
| 53 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 404 | 17. SITE ORGANIZATION | 17.1 The CONTRACTOR shall without prejudice to his overall responsibilities and liabilities to provide adequate qualified and skilled personnel on the work. and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work. In addition to this CONTRACTOR shall deploy Safety Supervisors to ensure safer working conditions at site. In case where the works are Sub-Contracted by the main CONTRACTORS, Safety Supervisors are to be provided by the main CONTRACTOR. | Please confirm that, the augmentation in the said resources and elsewhere as defined in the Tender shall be done by Contractor only when the reasons of such augmentation / delays are solely attributable to the Contractor, else the cost related to such augmentation shall be paid to the Contractor additionally. | Bidder to follow provisions of Bidding Document. |
| 54 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 409 | 24 ADDITIONAL WORKS/ EXTRA WORKS | 24.1 OWNER reserves their right to execute any additional works/ extra works, during the execution of Work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of Work awarded to the CONTRACTOR. In the event of such decisions taken by OWNER. CONTRACTOR is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge. This is without prejudice to the rights of the OWNER to get the additional works/ extra works executed by the CONTRACTOR. | The contractor's bid is based on the specifications as provided in the Tender and any deviation in the same shall be routed through Change Order. Please confirm. | Bidder to follow provisions of Bidding Document. |
| 55 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 410 | 26 COORDINATION WITH OTHER AGENCIES | 26.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the CONTRACTOR. Proper coordination with other agencies will be responsibility of the CONTRACTOR. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the CONTRACTOR. | Please confirm that in case of delays due to other agencies / contractor's of Employer, the Contractor shall be suitably compensated with additional time and cost without any liability / penalty / damage. | Bidder to follow provisions of Bidding Document. |
| 56 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 410 | 27.2 ACCEPTANCE OF BANK GUARANTEE (BG) | 27.2.3 The Contractor at the request of the owner extend the validity of the Bank Guarantee(s) for such further period(s) as may be required failing which without prejudice to any other right or remedy or remedy available to the owner, the owner shall be entitled to en-cash the bank guarantee(s) . | Please confirm that the cost of BG extensions shall be borne by Contractor in case of delays in project completion schedule for the reasons solely attributable to the Contractor, else the same shall be borne by Employer. | Bidder to follow provisions of Bidding Document. |
| 57 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 412 | 30 COORDINATION WITH CONSULTANT | 30.1 CONTRACTOR shall coordinate with CONSULTANT for his day-to-day activities and provide free access and assistance during the inspections and other activities to be carried out by CONSULTANT. CONTRACTOR shall comply to the requirements of CONSULTANT and obtain all the clearances from CONSULTANT for his work. | Please confirm that the approvals as provided by Consultant shall be considered as the final approval and the Contractor can proceed with the execution of such work without waiting for the Employer's approval. | Bidder to follow provisions of Bidding Document. |

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| 58 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 412 | 31 DRAWINGS AND DOCUMENTS | 31.1 The drawings (if any) accompanying the bidding document are of indicative nature and issued for bidding purpose only. Purpose of these drawings is to enable the bidder to make an offer in line with the requirements of the OWNER. However, no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Bid Drawings" regarding any changes of work. Construction shall be as per drawings / specifications issued / approved by the Engineer-in-charge during the course of execution of work. | The contractor's bid is based on the specifications as provided in the Tender and any deviation in the same shall be routed through Change Order. Please confirm. | Bidder to follow provisions of Bidding Document. |
| 59 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 412 | 31 DRAWINGS AND DOCUMENTS | 31.5 Any inaccuracies, errors and non-compliance to contractual requirements will be rectified by the CONTRACTOR. Delay occurring on this shall be to the account of the CONTRACTOR. | The contractor's bid is based on the specifications as provided in the Tender and any deviation in the same shall be routed through Change Order. Please confirm. | Bidder to follow provisions of Bidding Document. |
| 60 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 412 | 32 SUB-CONTRACTING | 32.1 If the CONTRACTOR is required to engage a Sub-Contractor for any part of work, such Sub-Contractors shall have prior proven experience of similar work and shall require specific approval by OWNER before award of sub-contract. 32.2 Following the notification of Acceptance of Bid, the CONTRACTOR will submit to the OWNER for approval the details of Sub-Contractors per ANNEXURE-A-VIII to this SCC. CONTRACTOR shall ensure that very competent and resourceful agencies with proven track record and performance should be proposed for the work to be subcontracted. | Please confirm that approvals are not required for those sub-contractors / sub-vendors which are already in IOCL's / PGCIL' approved vendor list. | Bidder to follow provisions of Bidding Document. |
| 61 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 419-420 | 49 FREE ISSUE MATERIALS | The details of material (If any) shall be as per Annexure A-XIX of SCC The transportation of FIM from owner's Storage point/ warehouse to site/ point of usage shall be in the scope of LSTK Contractor. | Please confirm that in case of any damage to the Employer's supplied FIM, the same shall be replenished by the Employer without waiting for the claim settlement during execution. Further, the insurance premium of the FIM shall be paid by Employer on actuals. | Bidder to follow provisions of Bidding Document. |
| 62 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | 420 | 52 OFFICE ACCOMMODATION, SERVICES AND FACILITIES FOR PMC / OWNER'S PERSONNEL AT CONTRACTOR'S WORK STATION/OFFICES | At any stage during the currency of Contract, in case if so required, PMC/OWNER may depute their Personnel (maximum 10 Numbers at one occasion) to Contractor's Home Office in India/Abroad for expediting/reviewing the Design & Engineering Jobs or for any other specific job in connection with the subject Contract. This shall include the Offices (In India/ Abroad) of Contractor's Design/Engineering Consultant, Supplier(s), Vendor(s) etc. Normally such deployment/deputation shall be for shorter durations only. In such situations, CONTRACTOR shall ensure that the PMC/Owner's Personnel are facilitated with necessary Office Space, Office furniture & equipment, communication facilities including High Speed Internet, other office supplies etc. which are reasonably required for the effective completion of the intended job of PMC/Owner's personnel. Also, facilities and assistance for Printing, Photocopying and Scanning shall be ensured by the Contractor. Further, the Contractor shall ensure that the common facilities like Canteen Services, Courier Services, Clerical /Secretarial Services etc. are also provided to the Personnel during such a period(s) of their deputation/deployment to the concerned Offices. | Please confirm that the cost of boarding, lodging, travel and other related costs including the out of the pocket expenses, medical insurance etc. shall be borne by Employer. | Bidder to follow bidding document |
| 63 | SPECIAL CONDITIONS OF LSTK CONTRACT (Applicable for P-25 Project) | 434 | 1. PREAMBLE TO SCHEDULE OF RATE & | c. Lump sum prices quoted by the Contractor shall include cost of any other supplies/work(s) /services not specifically mentioned in the Bidding Document but necessary for the efficient, trouble free operation of the Plant and to make this package job complete. | The contractor's bid is based on the specifications as provided in the Tender and any deviation in the same shall be routed through Change Order. Please confirm. | Bidder to follow provisions of Bidding Document. |
| 64 | SPECIAL CONDITIONS OF LSTK CONTRACT (Applicable for P-25 Project) Table of Contents (Part-B) | 434 | 1. PREAMBLE TO SCHEDULE OF RATE & PRICE | e. The total of prices quoted for Engineering portion (in FORM SP-2) and Supply portion (in FORM SP-1) taken together shall not exceed ___% () (% to be given by Indenting Deptt. /PMC on case to case basis) of the total Lump Sum Price (in FORM SP-0). In case the price for Engineering and Supply component exceeds the above-mentioned limit, then such additional amount shall be payable to the Contractor in the Final Bill. | Please provide / define the % as required in this clause for consideration in the costing. | Refer Sl. No. 15 of Preamble to Schedule of Price |

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| 65 | SPECIAL CONDITIONS OF LSTK CONTRACT (Applicable for P-25 Project) Table of Contents (Part-B) | 434 | 1. PREAMBLE TO SCHEDULE OF RATE & PRICE | f. The Price for Engineering Price indicated in FORM SP-2 shall not exceed ___% () (%) to be given by Indenting Deptt. /PMC on case to case basis) of Total Lump Sum Price (in FORM SP-0). In case the price for Engineering Price Component exceeds the above-mentioned limit, then such additional amount shall be payable to the Contractor in the Final Bill. | Please provide / define the % as required in this clause for consideration in the costing. | Refer Sl. No. 14 of Preamble to Schedule of Price |
| 66 | SPECIAL CONDITIONS OF LSTK CONTRACT (Applicable for P-25 Project) Table of Contents (Part-B) | 434 | 1. PREAMBLE TO SCHEDULE OF RATE & PRICE | g. Spares for start-up/commissioning and mandatory spares required, are in CONTRACTOR's scope and deemed to be included in their quoted Lump sum Prices. a. Following Forms of Schedule of Price are also enclosed. FORM SP-6 indicating 2 years O&M spares. b. FORM SP-7 for Comprehensive Post Warranty Annual Maintenance Contract (CPWAMC) Services for five years various Instrumentation and Electrical equipment after defect liability period of the contract. | 1. Please confirm that the mandatory spares are provided to the Employer shall be used by the Contractor during Defect Liability Period for rectifying / replacing the defects. The defected item once rectified will be sent to the Mandatory Spares Inventory. 2. Please confirm that during Comprehensive Post Warranty Annual Maintenance Services, the spares as required during the referred period shall be ordered separately, minimum 3 months prior to the commencement of the AMC period. | 1. Mandatory spares as per requirement of Scope of work are to be included in Lumpsum Price. 2. CPWAMC is not applicable for this Tender. |
| 67 | SPECIAL CONDITIONS OF LSTK CONTRACT (Applicable for P-25 Project) Table of Contents (Part-B) | 434 | 1. PREAMBLE TO SCHEDULE OF RATE & PRICE | The quoted prices shall remain firm and fixed, and valid, until completion of the Contract, unless specifically mentioned otherwise elsewhere in the Tender. The applicable SGST & CGST/GST and Customs Duty, SWS was quoted by the bidder separately in Form SP- 03 and GST on Services in foreign currency by foreign bidder/ foreign member of Consortium/ JV shall be loaded on the Lump sum quoted Price for price comparison. No other taxes and duties except the quoted rates in Form SP-03 shall be eligible for reimbursement, unless specifically mentioned otherwise elsewhere in the Tender. | We request you to consider the Price Variation instead of keeping it "Firm" on the basis of latest IEEMA. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 68 | SPECIAL CONDITIONS OF LSTK CONTRACT (Applicable for P-25 Project) Table of Contents (Part-B) | 434 | 1. PREAMBLE TO SCHEDULE OF RATE & PRICE | g) In case of recovery on account of License Fees on Land as per GCC Clause No. 3.7.0.0, Owner shall issue an Invoice including applicable GST for adjustment against RA / Final Bills. | We request you to kindly consider all such costs including the cost of License Fees on land in the scope of Employer and the Contractor shall not be liable for the same on account of any reason whatsoever. | Bidder to follow provisions of Bidding Document. Refer Clause 3.7.0.0 of GCC regarding License fees on land to be paid to Owner. |
| 69 | SPECIAL CONDITIONS OF LSTK CONTRACT (Applicable for P-25 Project) Table of Contents (Part-B) | 442 | 4. BUILDING AND OTHER CONSTRUCTION WORKER'S WELFARE CESS | Building and Other Construction Workers' Welfare CSS Act, 1996 and the rules framed there under shall be applicable for the job and the CONTRACTOR shall be responsible to comply with all provisions of the same. The Cess as per the Act shall be deducted at source from the Bills of the CONTRACTOR by the Owner/Engineer-in- Charge as per the prevailing rate. The Cess collected shall be remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The CONTRACTOR shall be responsible to submit final Assessment Return of the Cess amount to the Assessing Officer after adjusting the Cess deducted at source. BOCW Cess will be deducted at applicable rate and deposited with appropriate authorities as per Statutory Provisions as may be applicable. The BOCW cess shall be deducted at the applicable rates on the total cost of construction. | Please confirm that BOCW shall be levied on only the Services portion of the Total Contract and not on Supplies portion. BOCW shall not be applicable on AMC as well. | Bidder to assess applicable rate of BOCW cess and follow the provisions of Bidding Document. PWAMC is not applicable for this Tender. |
| 70 | SPECIAL CONDITIONS OF LSTK CONTRACT (Applicable for P-25 Project) Table of Contents (Part-B) | 443 | 6.1 MOBILIZATION ADVANCE | (Note: The Bidder shall clearly indicate his option in the Offer whether Mobilization Advance is required by them or not). The CONTRACTOR shall be paid an interest-bearing recoverable Mobilization Advance in Two Installments (of 2.5% for each milestone listed below), sum equivalent to 5% (Five percent) of the Lumpsum Price divided into two parts, namely 5% (Five percent) of the Foreign Currency portion comprised in the Lump sum price and 5% (Five percent) of the Indian Rupees comprised in the Lump sum price subject to fulfillment of the following conditions: | We request you to kindly provide the advance as interest free. However, incase the Advance is not settled till Project completion period for the reasons solely attributable to the Contractor, interest may be levied on the unadjusted advance. Please confirm. | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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| 71 | SPECIAL CONDITIONS OF LSTK CONTRACT (Applicable for P-25 Project) Table of Contents (Part-B) | 444 | 6.1 MOBILISATION ADVANCE | 6.1.4 The Indian Rupee advance(s) shall carry interest @--% (-----percentage) (IOCL shall provide rate on quarterly basis) per annum calculated on the reducing unadjusted balance(s) of the Indian Rupee advance(s) and the advance(s) shall, without prejudice to any other mode of recovery available to the OWNER, be recovered from the Bills of the CONTRACTOR @ 10% (Ten percent) of the Certified Bill amount. The interest accrued thereon shall be additionally deducted from the amount payable. | We request you to kindly provide the advance as interest free. However, incase the Advance is not settled till Project completion period for the reasons solely attributable to the Contractor, interest may be levied on the unadjusted advance. Please confirm. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 72 | SPECIAL CONDITIONS OF LSTK CONTRACT (Applicable for P-25 Project) Table of Contents (Part-B) | 444 | 6.1 MOBILISATION ADVANCE | 6.1.5 Foreign Currency Advance(s) shall carry interest @--% (-----percentage) (IOCL shall provide rate on quarterly basis) per annum on the reducing unadjusted balance(s) for relative foreign currency. The advance (s) shall, without prejudice to any other mode of recovery as may be available to the OWNER, be recovered from the bills of the Contractor made out in the relative foreign currency @ 10% (ten percent) of the amount payable against the bill. The interest accrued thereon shall be additionally deducted from the amount payable. | We request you to kindly provide the advance as interest free. However, incase the Advance is not settled till Project completion period for the reasons solely attributable to the Contractor, interest may be levied on the unadjusted advance. Please confirm. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 73 | SPECIAL CONDITIONS OF LSTK CONTRACT (Applicable for P-25 Project) Table of Contents (Part-B) | 445 | 6.1 MOBILISATION ADVANCE | 6.1.6 All recoveries against advances shall first be apportioned to interest and then to principal. At the request of the CONTRACTOR, the Engineer-in-Charge shall certify the mobilization advance repaid and the Bank Guarantee issued on behalf of the CONTRACTOR to secure the mobilization advance shall stand reduced by the amount and the currency of the repayment certified. Such reduction shall be allowed not more than 06(six) occasions during the currency of Bank Guarantee. | We request you to kindly provide the advance as interest free. However, incase the Advance is not settled till Project completion period for the reasons solely attributable to the Contractor, interest may be levied on the unadjusted advance. Please confirm. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 74 | SPECIAL CONDITIONS OF LSTK CONTRACT (Applicable for P-25 Project) Table of Contents (Part-B) | 447 | 6.2.1 FOR SUPPLIES | Subject to the other provisions of Contract documents, on account payments for the supplies will be made as follows: i) 10% (Ten percent) of total supply value as per SP-1 of Price Part of the tender (excluding cost of Mandatory Spares and cost of construction materials like Cement, Reinforcement Steel etc.) on placement of Purchase Order for major critical tagged items (as per list of major tagged equipment attached to this SCC) on pro-rata basis. This payment shall be released after submission of Bank Guarantee for equivalent value. This bank guarantee shall be valid up to the Contractual Date of Completion plus three months. However, this Bank Guarantee shall be released after receipt of all materials at Site and issue of certificate of verification and good condition in respect thereof in accordance with Clause 3.0.6.4 of the General Conditions of Contract. The value of advance Bank Guarantee will be allowed to be reduced on the written request of the CONTRACTOR in not more than 04 (four) occasions during the execution of the Contract and on recommendation and certification of Engineer-in-Charge for receipt and acceptance of materials in good condition at Site and on adjustment of advance by Owner's Finance department. ii) 5% (Five percent) of total supply value as per SP-1 of Price Part of the tender (excluding cost of Mandatory Spares and cost of construction materials like Cement, Reinforcement Steel etc.) on pro-rata basis on approval of identified drawings of major tagged items at least in Code-2 and manufacturing clearance. This payment shall be released after submission of Bank Guarantee for equivalent value. valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance material at site. iii) 5% (Five percent) of total supply value as per SP-1 of Price Part of the tender (excluding cost of Mandatory Spares and cost of construction materials like Cement, Reinforcement Steel etc.) on pro-rata basis on against identification of raw materials# of major tagged equipment (finalized in Billing break up) at Supplier's works and against submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance material at site. # Raw material identification at suppliers' works shall be done by LSTK Contractor and IOCL approved TPI (Third Party Inspector) and endorsed by PMC. | For 10%, 5% and 5% payment as per the referred clause, we request you to kindly remove the requirement of Bank Guarantee since these payments are against achievement of respective milestones and are not considered as Advance. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 75 | GENERAL CONDITIONS OF LUMPSUM TURNKEY (LSTK) CONTRACT | 202 | 2.1.0.0 SECURITY DEPOSIT | 2.1.2.1 The Bank Guarantee(s) shall be extended by such further period(s) as the OWNER may require until performance of all the Contractor's obligations under the Contract. | Please confirm that the cost of BG extensions shall be borne by Contractor in case of delays in project completion schedule for the reasons solely attributable to the Contractor, else the same shall be borne by Employer. | Bidder to follow provisions of Bidding Document. |

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| 76 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 202 | 2.1.0.0 SECURITY DEPOSIT | 2.1.2.2 Without prejudice to any other right or remedy available to the OWNER, the OWNER may at any time and from time to time before issue of the Final Certificate under the Contract require the CONTRACTOR by notice in writing to renew the Bank Guarantee(s) for such period(s) as the OWNER may deem fit, and upon such request, the CONTRACTOR shall renew the Bank Guarantee(s) for the required period(s), and without prejudice to any other right or remedy under the Contract, and unless the OWNER shall not have required such renewal, the OWNER shall be entitled to encash the Bank Guarantee(s) or any of them which are not renewed at least 14 (Fourteen) days prior to the date of expiry thereof . | Please confirm that the cost of BG extensions shall be borne by Contractor in case of delays in project completion schedule for the reasons solely attributable to the Contractor, else the same shall be borne by Employer. | Bidder to follow provisions of Bidding Document. |
| 77 | General | | | Termination rights availability to Contractor owing to Employer's default | <p>Please confirm that upon breach of Contract or any of its obligation including delay in payments to Contractor etc, the Contractor also reserves the right to terminate the Contractor without any contractual liability / default.</p> <p>Upon such termination, the CONTRACTOR agrees to accept from the OWNER the following, namely :</p> <p>i) The cost of settling and paying claims for cancellation or completion of pending orders and/or sub contracts.</p> <p>ii) The cost of protecting, securing and/or maintaining the works .</p> <p>iii) Payment for the supplies actually made on the basis of the Bill of Materials.</p> <p>iv) Payment for the work actually performed by the CONTRACTOR, calculated on the basis of the relative milestone achieved as derived from the Payment Schedule specified in the Special conditions of Contract.</p> <p>v) The cost of materials taken over by the OWNER.</p> <p>vi) An allowance, if any due, as determined by the Engineer-in-Charge (whose decision shall be final) to cover the cost of CONTRACTOR's actual mobilisation and de-mobilisation at job site for the work to the extent uncovered by payments under items (i) to (iv) above.</p> | Bidder to follow provisions of Bidding Document. |
| 78 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 213 | 2.8.0.0 SUSPENSION OF WORK AND SUPPLIES | 2.8.5.0 In the event of such termination being upon a suspension consequent to a default or failure by the CONTRACTOR, the CONTRACTOR shall not be entitled to any damage, compensation, loss of profit or other compensation whatsoever in addition to payment for the completed supplies made and completed works done in accordance with the terms of the Contract in accordance with the provisions of sub-Clauses (iii) and (iv) of Clause 2.7.4.0 hereof. | <p>However, please confirm that following payments shall be made to the Contractor.</p> <p>Upon such termination, the CONTRACTOR agrees to accept from the OWNER the following, namely :</p> <p>i) The cost of settling and paying claims for cancellation or completion of pending orders and/or sub contracts.</p> <p>ii) The cost of protecting, securing and/or maintaining the works .</p> <p>iii) Payment for the supplies actually made on the basis of the Bill of Materials.</p> <p>iv) Payment for the work actually performed by the CONTRACTOR, calculated on the basis of the relative milestone achieved as derived from the Payment Schedule specified in the Special conditions of Contract.</p> <p>v) The cost of materials taken over by the OWNER.</p> <p>vi) An allowance, if any due, as determined by the Engineer-in-Charge (whose decision shall be final) to cover the cost of CONTRACTOR's actual mobilisation and de-mobilisation at job site for the work to the extent uncovered by payments under items (i) to (iv) above.</p> | Bidder to follow provisions of Bidding Document. |

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| 79 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 213 | 2.8.0.0 SUSPENSION OF WORK AND SUPPLIES | <p>2.8.2.0 If the suspension under Clause 2.8.1.0 is for reasons of force majeure as defined in Clause 4.3.8.0 or by reason(s) of the default or failure on the part of the CONTRACTOR or is for the purpose of ensuring safety of the work(s) or any part thereof or is necessary for the proper execution of the work(s) or is for reason(s) of weather affecting the safety or quality of the work(s) or materials (the reasons for the suspension stated by the Engineer-in-Charge/ OWNER in any notice of suspension as aforesaid, inclusive as to existence or default or failure on the part of the CONTRACTOR, if so stated in the notice, shall be final and binding upon the CONTRACTOR), the CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by the CONTRACTOR by virtue of any suspension as aforesaid, notwithstanding that consequent upon such suspension, the machinery, equipment and/or labour of the CONTRACTOR or any part thereof shall be or become or be rendered idle and notwithstanding that the CONTRACTOR shall be liable to pay salary, wages or hire charges and expenses thereof or therefor.</p> <p>2.8.2.1(a) If a suspension under Clause 2.8.1.0 affecting the work(s) occurs for any reason(s) other than specified in Clause 2.8.2.0, the CONTRACTOR may at any time after the commencement of the suspension, give written notice to the Engineer-in-Charge (with a copy to the OWNER), of his intention to claim "Standby Allowance" for the continuance of the suspension thereafter, and shall upon communication of such notice cause to be jointly prepared with the Engineer-in-Charge a list of all CONTRACTOR's equipment and personnel and permanent Labour on Contractor's payroll rendered idle directly by such suspension, and shall thereafter so long as the order of suspension remains in force, once in every 24 (Twenty four) hours, cause a like statement to be jointly compiled with the Engineer-in-Charge.</p> | <p>We request you to kindly pay the Standby Allowance for the reasons of suspension which are not attributable to the Contractor.</p> <p>Following events are requested to be included for paying the Standby Allowance along with Extension of Time:</p> <p>(i) The Job Site/Work Front was in whole or part not timely provided to the CONTRACTOR in accordance with the Front Release Programme or otherwise; or</p> <p>(ii) Any other front required for progressing further with the work is not timely made available to the CONTRACTOR in whole or part; or</p> <p>(iii) Any approval or disapproval required to be given by the Engineer-in-Charge or the OWNER is delayed, or the supply of any material or utility required to be supplied by the OWNER is delayed or interrupted; or</p> <p>(iv) The progress of any work is delayed or interrupted for a cause not attributable to the CONTRACTOR.</p> | Bidder to follow provisions of Bidding Document. |
| 80 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 216 | 2.9.1.0 | <p>It is hereby clarified that on no account shall Standby Allowance be payable to the CONTRACTOR on the ground that:</p> <p>(i) The Job Site/Work Front was in whole or part not timely provided to the CONTRACTOR in accordance with the Front Release Programme or otherwise; or</p> <p>(ii) Any other front required for progressing further with the work is not timely made available to the CONTRACTOR in whole or part; or</p> <p>(iii) Any approval or disapproval required to be given by the Engineer-in-Charge or the OWNER is delayed, or the supply of any material or utility required to be supplied by the OWNER is delayed or interrupted; or</p> <p>(iv) The progress of any work is delayed or interrupted for a cause not attributable to the CONTRACTOR.</p> <p>In all such cases the CONTRACTOR's sole remedy shall be extension of time so far as permissible under and in accordance with the provisions of Clause 4.3.5.0 and/or 4.3.6.0 and the CONTRACTOR hereby waives any and all contrary rights or claims for compensation or damages or otherwise.</p> | <p>We request you to kindly pay the Standby Allowance for the reasons of suspension which are not attributable to the Contractor.</p> <p>Following events are requested to be included for paying the Standby Allowance along with Extension of Time:</p> <p>(i) The Job Site/Work Front was in whole or part not timely provided to the CONTRACTOR in accordance with the Front Release Programme or otherwise; or</p> <p>(ii) Any other front required for progressing further with the work is not timely made available to the CONTRACTOR in whole or part; or</p> <p>(iii) Any approval or disapproval required to be given by the Engineer-in-Charge or the OWNER is delayed, or the supply of any material or utility required to be supplied by the OWNER is delayed or interrupted; or</p> <p>(iv) The progress of any work is delayed or interrupted for a cause not attributable to the CONTRACTOR.</p> | Bidder to follow provisions of Bidding Document. |
| 81 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 216 | 2.10.0.0 WORK FRONT | <p>2.10.1.0 The work front/ job site required by the CONTRACTOR for the performance of the works shall be handed over by the OWNER to the CONTRACTOR sequentially in the stages meeting the CONTRACTOR's requirements for the works with a view that the CONTRACTOR shall so plan his works as to perform and achieve completion in a sequential manner without starting all the works at the same time.</p> | <p>Following events are requested to be included for paying the Standby Allowance along with Extension of Time:</p> <p>(i) The Job Site/Work Front was in whole or part not timely provided to the CONTRACTOR in accordance with the Front Release Programme or otherwise; or</p> <p>(ii) Any other front required for progressing further with the work is not timely made available to the CONTRACTOR in whole or part; or</p> <p>(iii) Any approval or disapproval required to be given by the Engineer-in-Charge or the OWNER is delayed, or the supply of any material or utility required to be supplied by the OWNER is delayed or interrupted; or</p> <p>(iv) The progress of any work is delayed or interrupted for a cause not attributable to the CONTRACTOR.</p> | Bidder to follow provisions of Bidding Document. |

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| 82 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 217 | 2.10.0.0 WORK FRONT | 2.10.3.0 In the event that the OWNER for any reason(s) not attributable to the CONTRACTOR, is unable to hand-over to the CONTRACTOR, the relative work front/ job site on the planned date of release thereof as specified in the Front Release Programme, as a result of which the CONTRACTOR is prevented from continuing with the work, the CONTRACTOR shall give written notice thereof to the Engineer-in-Charge and the OWNER, specifying the particular work front/ job site with reference to which the default has occurred and specifying that notice is being given under this Clause 2.10.3.0 of the General Conditions of Contract, and if the work front/ job site is not thereafter sufficiently made available to the CONTRACTOR within 10 (ten) working days from the receipt of such notice and the CONTRACTOR cannot commence or progress with the work, the CONTRACTOR shall be entitled to resort to the provisions of Clause 4.3.5.0 and 4.3.6.0 for extension of time if so required as the CONTRACTOR's sole remedy in accordance with the provisions of Clause 2.9.1.0 hereof. | Following events are requested to be included for paying the Standby Allowance along with Extension of Time: (i) The Job Site/Work Front was in whole or part not timely provided to the CONTRACTOR in accordance with the Front Release Programme or otherwise; or (ii) Any other front required for progressing further with the work is not timely made available to the CONTRACTOR in whole or part; or (iii) Any approval or disapproval required to be given by the Engineer-in-Charge or the OWNER is delayed, or the supply of any material or utility required to be supplied by the OWNER is delayed or interrupted; or (iv) The progress of any work is delayed or interrupted for a cause not attributable to the CONTRACTOR. | Bidder to follow provisions of Bidding Document. |
| 83 | | | | GST Payment | In the Supply payment terms, please confirm that 100% Taxes and Duties shall be paid along with the 50% payment milestone (AGAINST PROOF OF SHIPMENT / DESPATCH OF MATERIALS, 50% (Fifty percent) of the DDP price) IN the payment terms other than Supplies, GST shall be paid portata along with RA bills. | Bidder to follow provisions of Bidding Document. Refer Clause 3 of SCC Part-B for reimbursement of GST. |
| 84 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 246 | 4.3.0.0 TIME FOR COMPLETION | 4.3.10.0 The extension of time shall be the sole remedy of the CONTRACTOR for any cause or event of delay and the CONTRACTOR shall not be entitled in addition to or in lieu of such extension, to claim any damages or compensation for extended stay or otherwise whether under the law governing contracts or quasi-contracts or any other relationship, and the CONTRACTOR hereby waives and disclaims any and all contrary rights. | We request you to kindly compensate the Contractor with additional cost (like the cost for BG extension, Insurance period extension, Warranty extension, resources idling charges, Site running expenses, claims of sub-contractors / subvendors etc. to name a few cost) incurred / to be incurred by the Contractor owing to the delay in project completion schedule for the reasons not attributable to the Contractor. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 85 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 251 | 4.4.0.0 PRICE ADJUSTMENT FOR SLIPPAGE IN COMPLETION | 4.4.1.0 The Lumpsum Price specified in the Contract is based (i) On the Mechanical Completion of the Unit(s) by the CONTRACTOR; and (ii) On Mechanical Completion of the Unit(s) within the time for Mechanical Completion of the Unit(s) specified in the Time Schedule. The Lumpsum Price shall be subject to adjustment by way of discount as hereinafter specified, if the Unit(s) is/are not mechanically completed by the CONTRACTOR or if the Unit(s) is/are mechanically completed subsequent to the date of Mechanical Completion specified in the Time Schedule. | Please confirm that such price adjustment / discount is applicable to be levied on Contractor only when the Mechanical Completion of the Unit(s) has not been achieved in the scheduled period due to the reasons solely attributable to the Contractor. | Bidder to follow provisions of Bidding Document. |

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| 86 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 251 | 4.4.0.0 PRICE ADJUSTMENT FOR SLIPPAGE IN COMPLETION | <p>4.4.2.0 If Mechanical Completion of the Unit(s) is/are not achieved by the date of Mechanical Completion of the Unit(s) specified in the Time Schedule or if any works for which a separate Progress Schedule has been established is/are not achieved by the date of completion thereof specified in the relevant Progress Schedule (each of the said date(s) is hereinafter referred to as the "starting date for discount calculation"), the OWNER shall be entitled to a discount in the Lumpsum Price in a sum equivalent to the Lumpsum Price specified below for each week or part thereof that the work remains incomplete beyond the starting date for discount calculation, namely:</p> <p>(i) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 1 (one) week of the starting date for discount calculation – 18% (one eight percent) of the Lumpsum Price.</p> <p>(ii) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 2 (two) weeks of the starting date for discount calculation – 1% (one quarter percent) of the Lumpsum Price.</p> <p>(iii) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 3 (three) weeks of the starting date for discount calculation – ½% (one half percent) of the Lumpsum Price.</p> <p>(iv) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 4 (four) weeks of the starting date for discount calculation – ¾% (three fourth percent) of the Lumpsum Price.</p> <p>(v) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 5 (five) weeks of the starting date for discount calculation – 1% (one percent) of the Lumpsum Price.</p> <p>(vi) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 6 (six) weeks of the starting date for discount calculation – 1% (One and one half percent) of the Lumpsum Price.</p> <p>(vii) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 7 (seven) weeks of the starting date for discount calculation – 2% (two percent) of the Lumpsum Price.</p> <p>(viii) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 8 (eight) weeks of the starting date for discount calculation – 2½% (two and one half percent) of the Lumpsum Price.</p> <p>(ix) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 9 (nine) weeks of the starting date for discount calculation – 3% (three percent) of the Lumpsum Price.</p> <p>(x) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 10 (ten) weeks of the starting date for discount calculation – 3½% (three and one half percent) of the Lumpsum Price.</p> <p>(xi) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 11 (eleven) weeks of the starting date for discount calculation – 4% (four percent) of the Lumpsum Price.</p> <p>(xii) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 12 (twelve) weeks of the starting date for discount calculation – 4½% (four and one half percent) of the Lumpsum Price.</p> <p>(xiii) For Mechanical Completion of the Unit(s) or completion of the works, as the case may be, achieved within 13 (thirteen) weeks of the starting date for discount calculation – 5% (five percent) of the Lumpsum Price.</p> <p>(xiv) The adjustment in the contract price hereunder by way of price discount shall in no event exceed 5% (five per cent) of the Total Contract Value.</p> | <p>Please confirm that such price adjustment / discount is applicable to be levied on Contractor only when the Mechanical Completion of the Unit(s) has not been achieved in the scheduled period due to the reasons solely attributable to the Contractor.</p> <p>Also it is requested to kindly consider the uniform rate of 0.25% per week or part thereof of discount subject to maximum 5%.</p> | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 87 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 252 | 4.4.0.0 PRICE ADJUSTMENT FOR SLIPPAGE IN COMPLETION | <p>4.4.2.1 The starting date for discount calculation shall be subject to variation upon extension of the date for Mechanical Completion of the Unit(s) or final completion of the works as the case may be by the Engineer-in-Charge under Clause 4.3.5.0 or by the OWNER under Clause 4.3.6.0, with a view that upon any such extension there shall be an equivalent extension in the starting date for discount calculation under Clause 4.4.2.0 hereof.</p> | <p>Please confirm that such price adjustment / discount is applicable to be levied on Contractor only when the Mechanical Completion of the Unit(s) has not been achieved in the scheduled period due to the reasons solely attributable to the Contractor.</p> | Bidder to follow provisions of Bidding Document. |
| 88 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 256 | 4.8.0.0 EXECUTION OF THE WORK | <p>4.8.3.0 Should the CONTRACTOR fail to comply with such instruction(s) or fail to comply therewith to the satisfaction of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the CONTRACTOR), the Engineer-in-Charge may, at his discretion, at the risk and cost of CONTRACTOR, and after consulting the CONTRACTOR, appoint, procure or provide the material(s) and/or the additional labour/personnel and/or equipment as the Engineer-in-Charge (whose decision in this behalf shall be final and binding upon the CONTRACTOR) considers necessary to achieve the necessary progress in relation to any particular work/operation or the work as a whole, or may appoint subcontractor(s) for the performance of any particular work or operation and/or for the supply of any requisite material. In so doing, the Engineer-in-Charge shall be deemed to be acting for and on behalf of and as agent of the CONTRACTOR and any such appointment(s), procurement or provision shall be deemed to have been made by the CONTRACTOR and shall be paid for by the CONTRACTOR and/or out of any monies payable to the CONTRACTOR. The OWNER shall also be entitled in this event to 15% (Fifteen Percent) as supervision charges on the total cost of such appointment(s), procurement(s) and/or provision(s), and the OWNER shall be entitled (without prejudice to any other mode of recovery) to deduct the same from the running account/final bills of the CONTRACTOR or any amount howsoever becoming payable to the CONTRACTOR from time to time and the decision of the Engineer-in-Charge as to the cost incurred in this behalf shall be final and binding upon the CONTRACTOR.</p> | <p>Please confirm that the cost in such case of Risk Purchase shall be applicable based on the Fair market competitive rates and not additional cost / overheads etc shall be levied by Customer on the Contractor.</p> <p>Also since the scope will be getting shifted to another agency / contractor, the risk shall be passed on to the new agency / contractor for that respective scope of work. The Contractor shall bear only the cost as defined above.</p> | Bidder to follow provisions of Bidding Document. |

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| 89 | GENERAL CONDITIONS OF LUMPSUM TURNKEY (LSTK) CONTRACT | 269 | 5.3.0.0 COMPLETION CERTIFICATE | 5.3.3.0 If the Engineer-in-Charge is satisfied of the completeness in all respects of all documents specified in Clause 5.3.2.0 and of proper reconciliation and accounting of all materials the Engineer-in-Charge shall, within 1 (One) month of receipt of the application for the Completion Certificate, issue a Completion Certificate in respect of the works for which the Completion Certificate has been applied. If the CONTRACTOR cannot produce to the satisfaction of the Engineer-in-Charge, the statement of reconciliation or other explanation of issues, utilisation and balance of materials, the Engineer-in-Charge shall (after taking into account irrecoverable losses, if any, determined to be reasonable by Engineer-in- Charge) debit the CONTRACTOR the reasonable cost of such material plus 15% (Fifteen percent) thereof under the provision of item (x) of clause 3.0.3.1 hereof and issue the Completion Certificate subject thereto. The decision of the Engineer-in-Charge as to the acceptability of the material reconciliation furnished by the CONTRACTOR and as to the irrecoverable losses, if any, permissible shall be final and binding upon the CONTRACTOR. | The provision of additional recovery of 15% as identified in the referred clause and such recovery elsewhere defined in the tender is requested to be removed. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 90 | GENERAL CONDITIONS OF LUMPSUM TURNKEY (LSTK) CONTRACT | 287 | 6.4.8.0 Interest on Delayed Payment | 6.4.8.1 For the purpose of calculating late payment interest and notional interest pursuant to the following provisions, relevant due date shall be the date terminating with the expiry of 45 (forty five) days after the date the CONTRACTOR delivers his Running Account Bill to the Engineer-in-charge for certification in accordance with the contractual provisions (hereinafter for the purposes of Clause 6.4.8.2 and Clause 6.4.8.3, referred to as the "relevant due date"). Such date of delivery shall be entered by or on behalf of the Engineerin-charge on the face of the bill and on the face of a copy thereof returned for the CONTRACTOR's record. | Kindly provide the interest rate applicable for the referred clause. | As per Tender |
| 91 | GENERAL CONDITIONS OF LUMPSUM TURNKEY (LSTK) CONTRACT | 288 | 6.4.8.3 Notional Interest on Early Payment | In case any payment is made by the OWNER on a date earlier than the relevant due date of payment the OWNER shall calculate an amount of notional interest (the "Notional Interest") on the amount so paid at the same rate as for late payments specified in Clause 6.4.8.2 from the date of payment to the relevant due date. The Notional Interest shall be recorded in the OWNER's records (with notice of same to the CONTRACTOR) (The "Notional Interest Account"). If the OWNER is required to pay any Late Payment Interest in the Late Payment Interest Account pursuant to Clause 6.4.8.2, the OWNER will offset any such Late Payment Interest otherwise due by any positive amount of Notional Interest in the Notional Interest Account. | It is requested to kindly remove this provision of recovery of the referred interest from Contractor's Bill since the payment is actually due from the date of invoicing and this will become equivalent to discounting the bills. This will be a monetary hit to the Contractor for the value of the work it has done. | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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| 92 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 290 | 6.6.0.0 CLAIMS BY THE CONTRACTOR | 6.6.1.0 Should the CONTRACTOR consider that he is entitled to any extra payment or compensation in respect of the works or supplies over and above the amounts due in terms of the Contract as specified in Clause 6.3.1.0 hereof, the CONTRACTOR shall give notice in writing of its claim in this behalf to the Engineer-in-Charge and the OWNER within 21 (Twenty one) days from the date of the issue of orders or instructions relative to any work(s) for which the CONTRACTOR claims such additional payment or compensation, or from the date of the happening of any other event upon which the CONTRACTOR bases such claim, as the case may be. Such notice shall give full particulars of the nature of such claim, grounds on which it is based, and the amount claimed. The OWNER shall not in anywise be liable in respect of any claim by the CONTRACTOR unless notice of such claim shall have been given by the CONTRACTOR to the Engineer-in-Charge and the OWNER in the manner and within the time aforesaid, and the CONTRACTOR hereby waives and relinquishes any and all claims and all his rights in respect of any claim which is not notified by the CONTRACTOR to the Engineer-in-Charge and the OWNER in writing in the manner and within the time aforesaid. | We request you to kindly consider all the claims and respond to the same for its acceptance or reason in case of non acceptance / rejection by the Employer. | Bidder to follow provisions of Bidding Document. |
| 93 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 290 | | 6.6.2.0 The Engineer-in-Charge and/or the OWNER shall be under no obligation to reply to any notice of claim given or claim made by the CONTRACTOR within the provisions aforesaid or otherwise, or to otherwise reject the same, and no omission or failure on the part of the Engineer-in-Charge or the OWNER to reject any claim made or notified by the CONTRACTOR nor any consideration thereof or dealing therewith shall be deemed to be an admission by the OWNER of the validity of such claim or waiver by the OWNER of the provisions of Clause 6.6.1.0 hereof. | We request you to kindly consider all the claims and respond to the same for its acceptance or reason in case of non acceptance / rejection by the Employer. | Bidder to follow provisions of Bidding Document. |
| 94 | General | | | Cure Period | We request you to kindly provide the curing period of 60 days for commencing / rectifying the defaults of whatever nature as identified by Employer during execution prior to invoking the rights available with Employer against such Contractor's defaults. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 95 | GENERAL CONDITIONS OF LUMP SUM TURNKEY (LSTK) CONTRACT | 298 | 7.0.0.0 TERMINATION | 7.0.9.0 Upon termination of the Contract, the OWNER shall be entitled at the risk and expenses of the CONTRACTOR in all respects to either engage one or more contractors to complete the work and/or supplies and/or to redesign, reperform and/or redo and/or to alter, modify and/or replace the materials supplied by the CONTRACTOR and/or supply other materials or substitutes to the extent necessary to set up, install, erect, establish and operate the Unit and tools and spares in accordance with the Contract and/or to complete the works in accordance with the Contract, notwithstanding that the contractor(s) so engaged shall adopt design and/or processes or methods or materials different from those proposed or projected and/or adopted by the CONTRACTOR for any purpose. | Please confirm that the cost in such case of Risk Purchase shall be applicable based on the Fair market competitive rates and not additional cost / overheads etc shall be levied by Customer on the Contractor. Also since the scope will be getting shifted to another agency / contractor, the risk shall be passed on to the new agency / contractor for that respective scope of work. The Contractor shall bear only the cost as defined above. | Bidder to follow provisions of Bidding Document. |
| 96 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | | | General Query | We understand that COVID /Pandemic shall be included in Force majeure clause. Please confirm | Bidder to follow provisions of Bidding Document. |
| 97 | SPECIAL CONDITIONS OF CONTRACT (SCC) PART A | | | General Query | In Supply payment term, Please define Raw material items. | Bidder to follow provisions of Bidding Document. |
| 98 | Part 3 | 628 of 800 | 12.5 | EHV Power Transformer | Please provide the Short Circuit Test requirement for Power Transformer | Refer Technical section of Bidding Document. |
| 99 | Part 3 | 631 of 800 | | EHV GIS | Please provide the Type Test requirement for EHV GIS | Refer Technical section of Bidding Document. |



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| 100 | Tender Notice_1 | 12 of 21 | 11.7 b | GIS Manufacturer | As per the clause EHV GIS manufacturer under clause 11.1.2 of BQC shall not be permitted to participate as a sole bidder or as a member of another consortium/JV for the same tender .Please confirm that a bidder can propose more than one EHV GIS manufacturer. | No for 220kV GIS and Yes for 66kV GIS |
| 101 | General | | | | Please Confirm that land is acquired where GIS and outdoor switchyard to be executed. | Land is avialblke |
| 102 | Part 1/SCC | 442 of 740 | 4.0 | CESS | Please confirm that BOCW Cess will be applicable on Service part only and not on supply part of project. | Bidder to assess applicable rate of BOCW cess and follow the provisions of Bidding Document. |
| 103 | Tender Notice_1& Part 1 | 59 of 740 | 19.0 | Bid Security | As per the clause EMD BG of amount INR 1,13,50,000.00 for organizations except Government organizations, Start-ups recognized by Dept. of Industrial Policy & Promotion, Ministry of Commerce & Industry, Govt of India, Central/ State PSUs, JVs of IOCL and Micro or Small Enterprises (MSEs) registered. We request IOCL to accept BID security declaration instead of EMD BG by organizations other than mentioned above. | Not Acceptable. Bidder to submit EMD as per requirements of Bidding Document. |
| 104 | Part 1/GCC | 201 of 740 | 2.1 | Security Deposite | As per the clause contractor should submit performance security equivalent to 10 % of the Lumpsum Price of the Contract. We request to amend this performance security to 3 % of the Lumpsum Price of the Contract as the same is adopted by various government organizations like PGCIL etc. | Security Deposit value under clause no. 2.1.0.0 of the GCC, stands reduced to 3% of the Lumpsum Price. Refer Clause 42.2 of SCC Part-A. |
| 105 | Part 1/SCC | 460 of 740 | 8.00 | Price Variation | As per the clause price variation shall be applicable on basic supply price of bulk steel material for site fabrication/construction for permanent incorporation in work e.g. Structural steel, Reinforcement bars, Steel Gratings, CS Plates, MS anchor bolts, MS insert plates and chequered plate only. We request IOCL to provide price variation for Transformer as per IEEMA formula also as copper & steel are involved and price of these items vary abruptly with time. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 106 | Part 1/GCC | | 6.0 | Payment Terms | Please provide the stage payment terms for the project. | Bidder to follow provisions of Bidding Document. |
| 107 | Part 2 | 123 of 860 | 7.0 | Warranty | We request to reduce the warranty period from 5 years to 3 years as per recent government circulars | Bidder to follow provisions of Bidding Document. |
| 108 | General | | | Quantity Variation | Please provide the limitation for quantity variation. | Bidder to follow provisions of Bidding Document. |
| 109 | Part 1/GCC | | 3.0.5.10 | Force Majeure- inclusion of pandemic | Please confirm that Force Majeure will include the shut down happened due to pandemic and accordingly benefits can be availed by the contractor. | Bidder to follow provisions of Bidding Document. |
| 110 | Part1 | | | Funding Agency | Please confirm the funding Agency for the subject package | Query is not clear. There is no funding agency for this Project. Bidder on its own shall make necessary arrangement. |
| 111 | Hard copy submission | | | Hardcopy submission | We understand except the EMD Bank guarantee , no other documents to be submitted in hard copy. Please confirm. | Noted; Bidder to follow provisions of Bidding Document. |
| 112 | Reverse Auction | | | ERA - removal of ERA | As discussed, in the prebid meeting , we propose to remove the reverse auction to have the healthy and fair competition . Kindly confirm. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 113 | | | | vendor list | we understand that break up of SP-1 and SP-2 are SP-4 and SP-5 respectively. Kindly confirm whether the prorata payments also will be paid as per Sp-4 & Sp-5 only. | Bidder to follow provisions of Bidding Document. Refer Clause 3.0.4.0 & 6.4.0.0 of GCC and related provisions in SCC, Schedule of Prices. |
| 114 | BOQ-item rate | | | BOQ-item rate | We request to share/elaborate the price form SP-1 and SP-2 as referred in item rate BOQ. | Refer SI. No. 27 of Preamble to SoP for clarity. |
| 115 | General | | | Operation & Maintenance | Operation & Maintenance of the switchyard is not in our scope. Kindly confirm. | Bidder to follow provisions of Bidding Document. |
| 116 | Part 1/SCC | pg no: 455/740 | co no_7 | Insurance clause | As per referred clause two cases are provided. Kindly confirm that the insurance for the entire scope of contractor will be in contractor scope only. | Refer SI. No. 5 of Annexure to SCC Part-B and as per the same, Case-2 is not applicable. Bidder to follow provisions of Bidding Document. |

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| | Part No./ Volume | Page No. | Clause No. | | | |
| 117 | Part 1/SCC | pg no: 450/740 | clno: 6.2.4 | BG requirement | As per the referred clause, "Wherever percentage payment (as per Clause No. 6.2, "ON ACCOUNT PAYMENTS" above) is applicable against the receipt of Materials/Items (Imported or Indigenous) at Site, payment shall be made as per the payment terms mentioned above on receipt of Materials/Items within Owner's premises and acceptance thereof. However, in case of those Materials/Items (Imported/Indigenous) which are stored/kept at Contractor's Stores/Lay-down area/Fabrication Yard which is outside the Owner's premises, percentage payment against receipt of such materials/items shall be made to the Contractor on submission of Bank Guarantee (in the Format to be approved by the Owner and from a Bank acceptable to Owner) of equivalent amount. This Bank Guarantee shall be over and above any other Bank Guarantee(s) specified in "ON ACCOUNT PAYMENTS" above. Such Bank Guarantee(s) shall be released only on receipt of the concerned Materials/Items within Owner's premises and acceptance thereof by the Engineer-in-Charge. Also, other stipulations/provisions of the "ON ACCOUNT PAYMENTS" above shall be fulfilled by the Contractor in this regard. The maximum outstanding amount at any time under these provisions is limited to 10% of Contract Value." we request you to specify the percentage payment for the materials stored at outside contractor premises. | Bidder to follow provisions of Bidding Document. |
| 118 | Part 1/SCC | no: 443/7 | cl no: 6 | Payment Terms | we understand that except the advance payment , whether all payments will be done as per the approved billing schedule or as per the breakup provided in SP-4 & SP-5. Kindly confirm. | Bidder to follow provisions of Bidding Document. |
| 119 | Part 1/SCC | no: 443/7 | cl no: 6 | the Bill(s) of Materials | kindly specify the term " bill of materials" specified in payment terms. | Refer Clause 1.0.5.0 of GCC for definition. |
| 120 | Part 1 | Page 435 of 740 | Clause 3.0 | TAXES & DUTIES | Please confirm that if any statutory variation in tax will happen within the completion period due to change in law by Government of India then the extra implication arised due to this will be paid by Owner to the Contractor. | Bidder to follow provisions of Bidding Document. |
| 121 | Part 1 | Page 439 of 740 | Clause 3.4.5 | TAXES & DUTIES | We understand that the custom clearance for imported goods will be in scope of contractor but the same shall be reimbursed by the owner. Please confirm our understanding. | Bidder to follow provisions of Bidding Document. |
| 122 | Part 1 | Page 435 of 740 | Clause 3.4.5 | TAXES & DUTIES | Tax Payment will be made by owner during the stage payment of the work. Please Confirm | Bidder to follow provisions of Bidding Document. |
| 123 | Part 1/GCC | | Clause 8.6 | LIABILITY | Please provide the limitation of liability to the contractor | Bidder to follow provisions of Bidding Document. |
| 124 | Part 2 | Page 43 of 860 | Scope of Work/Clause 3.4 | FREE ISSUE MATERIAL | Kindly confirm whether any free issue material will be supplied by IOCL/EIL. IF any material is there kindly clarify the insurance for the free issue material will be in whose scope. | Bidder to follow provisions of Bidding Document. |



| Sl. No. | Bidding Document Reference | | | Subject | Bidder's Query | IOCL/ EIL Reply |
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| | Part No./ Volume | Page No. | Clause No. | | | |
| 125 | Part-1 | Page 443 of 740 | 6.2 | INTEREST BEARING ADVANCE | As per referred clause it is mentioned that "interest rate for advance will be provided by IOCL on quarterly basis". We request you to provide the current quarter interest for our estimation purpose. | Refer Sl. No. 2 of Annexure to SCC-Part B i.e. Page no. 427 of 3674 of Bidding Document. |
| 126 | TENDERDOCUMENT PART-1 (SCC) Annexure A-XIII (PPLC Policy) | 664 & 665 of 3674 | Note: iii | Certification by the statutory auditor / Chartered Accountant of the bidder Note: iii. Statutory auditors in case of a company | We understand this undertaking may be certified by Statutory auditor / Cost Accountant / Chartered Accountant in case of company. Normally we submit local content certificate by Cost Accountant with the Bid in central & state utilities tenders. Kindly Accept. | Bidder to note 3rd Bullet point in Clause 7 of Annexure A-XIII of SCC, the undertaking shall be supported by a certificate from the statutory auditor or cost auditor of the company). Accordingly, Bidder to follow provisions of Bidding Document. |

Note:

- 1 Reply to Pre-bid queries are for clarification only and shall not form part of Bidding Document.

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|  IndianOil | Replies to Pre-bid Queries- Commercial | | |  |
| | Tender No. | : | SG/B269-999-EB-T-0020/22 | |
| | Name of Work | : | 220 kV GIS Package for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India | |

| SI. No. | REFERENCE DOCUMENT | EXISTING CLAUSE | CLARIFICATION/CONFIRMATION REQUIRED | IOCL / EIL Reply |
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| | Volume/ Clause No./ PAGE No. | | | |
| 127. | Document No : B269-TENDER_DOC-B269-999-16-50-EB-T-0020), / Page 19 of 21 | Award Methodology: | As per the said clause we understand that, Single work Contract on single source responsibility, on turnkey basis for Indigenous material supply and for service portion shall be awarded by Owner (IOCL) . Please confirm our understanding. | Refer Clause 37.0 of Instructions to Bidders for Award criteria. Follow provisions of Bidding Document. |
| 128. | Document No : B269-TENDER_DOC-B269-999-16-50-EB-T-0020), CANCELLATION OF CONTRACT-Clause Number 2.7.4.0), / Page 21 of 192 | Payment for the supplies made based on the Bill of Materials | We request to add below clause- Owner shall pay for all the works executed (work executed shall include any raw material, subassemblies or components procured by Vendor or contractor's sub-contractors/vendors for manufacturing equipment under this contract, any work in progress and finished goods at Vendor's or sub vendors. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 129. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), CANCELLATION OF CONTRACT-Clause Number 2.7.5.0/ Page 22 of 192 | The CONTRACTOR shall cause fresh Bank Guarantee(s) to be furnished to the OWNER for the amount and period aforesaid in lieu of the existing Bank Guarantee(s) furnished to the OWNER by way of Security Deposit and the provisions of Clause 2.1.1.0 to 2.1.3.0 hereof shall mutatis mutandis apply to such substituted Bank Guarantee(s). | We request to please delete below clause- The CONTRACTOR shall cause fresh Bank Guarantee(s) to be furnished to the OWNER for the amount and period aforesaid in lieu of the existing Bank Guarantee(s) furnished to the OWNER by way of Security Deposit and the provisions of Clause 2.1.1.0 to 2.1.3.0 hereof shall mutatis mutandis apply to such substituted Bank Guarantee(s). | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 130. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), CANCELLATION OF CONTRACT-Clause Number 2.8.2.1(a) / Page 23 of 192 | If a suspension under Clause 2.8.1.0 affecting the work(s) occurs for any reason(s) other than specified in Clause 2.8.2.0, the CONTRACTOR may at any time after the commencement of the suspension, give written notice to the Engineer-in-Charge (with a copy to the OWNER), of his intention to claim "Standby | We request to add below clause- Contractor shall resume work after receipt of all due payments along with Interest Charge (@SBI MCLR) for the period of non-payment. | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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| | | <p>Allowance" for the continuance of the suspension thereafter, and shall upon communication of such notice cause to be jointly prepared with the Engineer-in-Charge a list of all CONTRACTOR's equipment and personnel and permanent Labor on Contractor's payroll rendered idle directly by such suspension, and shall thereafter so long as the order of suspension remains in force, once in every 24 (Twenty four) hours, cause a like statement to be jointly compiled with the Engineer-in-Charge.</p> | | |
| 131. | <p>Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), CANCELLATION OF CONTRACT-Clause Number 2.8.4.0/ Page 24 of 192</p> | <p>If the suspension continues for a period of 84 (Eighty-Four) days or more, the OWNER and the CONTRACTOR shall forthwith review the situation with a view to take suitable remedies, including termination of contract. If the parties are unable to agree upon a suitable remedy, either party may terminate the Contract by giving the other party written notice of such termination, provided that any notice of termination by the CONTRACTOR shall be operative only if the Engineer-in-Charge/ OWNER does not lift the suspension within 28 (Twenty-Eight) days of receipt of the CONTRACTOR's notice in this behalf, and the CONTRACTOR's notice shall so specify</p> | <p>We request to add below clause-</p> <p>In case of termination after prolonged suspension of 84 days with 15 days of notice contractor shall have right to terminate the contract or the affected part of the contract and owner shall pay for all the works executed and for the work in progress and running material at site and at our manufacturing plants and also including that at vendors works .The cost of protecting and storing material and equipment and demobilizing and remobilizing costs during suspension period shall be paid by owner to contractor . The project completion time shall be equitably extended for the duration of suspension period.</p> | <p>Not Acceptable. Bidder to follow provisions of Bidding Document.</p> |





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| 132. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), ACCESS TO SITE- Clause Number 3.8. Page 45 of 192 | If for the purpose of convenience of the CONTRACTOR, the OWNER shall arrange road permits for the transportation of any materials to site in its own name, or otherwise if by applicable law, rule, regulation or practice road permits will only be granted to the OWNER for the transportation of any such materials to or within the local area in a state and the OWNER by virtue thereof shall be liable to pay toll, octroi or other tax or levies in relation to such permit(s), the CONTRACTOR shall on demand forthwith reimburse the OWNER, the cost of such tax or levy imposed upon or borne by the OWNER, failing which the CONTRACTOR shall be liable to pay interest thereon at 2% (two percent) above the prime lending rate of the State Bank of India as long as the amount remains outstanding or unadjusted from any bill or other payment due to the CONTRACTOR | We request to modify below clause- If for the purpose of convenience of the CONTRACTOR, the OWNER shall arrange road permits for the transportation of any materials to site in its own name, or otherwise if by applicable law, rule, regulation or practice road permits will only be granted to the OWNER for the transportation of any such materials to or within the local area in a state and the OWNER by virtue thereof shall be liable to pay toll, octroi or other tax or levies in relation to such permit(s), the CONTRACTOR shall on demand forthwith reimburse the OWNER, the cost of such tax or levy imposed upon or borne by the OWNER, failing which the CONTRACTOR shall be liable to pay interest thereon at 2% (two percent) above the prime lending rate of the State Bank of India as long as the amount remains outstanding or unadjusted from any bill or other payment due to the CONTRACTOR | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 133. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), SUBCONTRACTS-Clause Number 4.9.4 Page 65 of 192 | If any sub-contractor engaged upon the work at the site executes any work which in the opinion of the Engineer-in-Charge is not of the requisite standard (the opinion of the Engineer-in-Charge being final in this behalf), the Engineer-in-Charge may after consulting the CONTRACTOR, by written notice to the | We request to delete below clause- If any sub-contractor engaged upon the work at the site executes any work which in the opinion of the Engineer-in-Charge is not of the requisite standard (the opinion of the Engineer-in-Charge being final in this behalf), the Engineer in Charge may after consulting the CONTRACTOR, by written notice to the CONTRACTOR require the CONTRACTOR to terminate such sub contract, | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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|  IndianOil | Replies to Pre-bid Queries- Commercial | |  |
| | Tender No. | : SG/B269-999-EB-T-0020/22 | |
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| | | CONTRACTOR require the CONTRACTOR to terminate such sub-contract, and the CONTRACTOR shall upon the receipt of such notice, terminate such sub-contract at the risks and cost of the CONTRACTOR, and shall keep OWNER indemnified against the consequences | and the CONTRACTOR shall upon the receipt of such notice, terminate such sub-contract at the risks and cost of the CONTRACTOR, and shall keep OWNER indemnified against the consequences | |
| 134. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), DISCHARGE OF OWNER'S LIABILITY- Clause Number 6.7.0.0 Page 93,94 of 192 | DISCHARGE OF OWNER'S LIABILITY | We request to delete complete clause (6.7.1.0, 6.7.2.0, 6.7.3.0). DISCHARGE OF OWNER'S LIABILITY | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 135. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), ACCESS TO SITE- Clause Number 6.7.0.0 Page 94 of 192 | Upon application for the Final Certificate, the CONTRACTOR shall : (i) Be deemed to have warranted that it had been fully paid and satisfied all claims for or arising out of the work, labor, materials, supplies and equipment used in or connected with the Contract and all other liabilities whatsoever touching or affecting the Contract, or its performance, including in relation to sub-contractors and suppliers, and (ii) To have undertaken to indemnify and keep indemnified the OWNER from and against all claims, demands, debts, liens, obligations and liabilities whatsoever arising therefrom or relating thereto | We request to delete below clause- Upon application for the Final Certificate, the CONTRACTOR shall : (i) Be deemed to have warranted that it had been fully paid and satisfied all claims for or arising out of the work, labor, materials, supplies and equipment used in or connected with the Contract and all other liabilities whatsoever touching or affecting the Contract, or its performance, including in relation to sub-contractors and suppliers, and (ii) To have undertaken to indemnify and keep indemnified the OWNER from and against all claims, demands, debts, liens, obligations and liabilities whatsoever arising therefrom or relating thereto | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 136. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), | Failure to commence work at site within 21 (Twenty-One) days of the time prescribed in this behalf | We request to add below clause- | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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|  IndianOil | Replies to Pre-bid Queries- Commercial | | |  |
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| | Termination-Clause Number 7.0.1.0. b/ Page 95 of 192 | in the Progress Schedule or to commence supply of any material within 21 (Twenty-One) days of the time prescribed in this behalf in the Delivery Schedule. | provided it's not affected by Force MAJEURE EVENTS or reasons not attributable to the contractor | |
| 137. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), Termination-Clause Number 7.0.1.0.c/ Page 95 of 192 | Failure to carry out or carry on the works or any of them to meet the Progress Schedule resulting in a delay of 28 (Twenty-Eight) days or more in the actual performance of the work, or failure to complete any supplies to meet the Delivery Schedule resulting in a delay of 28 (Twenty-Eight) days or more in the scheduled deliveries of materials | We request to add below clause- Provided it's not affected by Force MAJEURE EVENTS or reasons not attributable to the contractor | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 138. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), Termination-Clause Number 7.0.1.0. d/ Page 95 of 192 | Failure to provide at the job site, within 21 (twenty-one) days of being required to do so by the Engineer-in-Charge, sufficient labor, material, equipment, machinery, temporary works and/or facilities required for the proper and/or due execution of the work or any part thereof. | We request to add below clause- Provided it's not affected by Force MAJEURE EVENTS or reasons not attributable to the contractor. Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If a force majeure event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment. | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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|  IndianOil | Replies to Pre-bid Queries- Commercial | |  |
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| | | | The impacts of Coronavirus cannot be reasonably determined at this time. For any potential adverse impacts of Coronavirus on bidder's performance of obligations. In the event of any delays and adverse impacts, bidder reserves the right for an equitable adjustment of the schedule and prices to offset the effects of Coronavirus delays. | |
| 139. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), Termination-Clause Number 7.0.1.0. j/ Page 96 of 192 | Any other event which is an event of termination under the Contract or which in the opinion of the OWNER, reasonably impinges on the CONTRACTOR's capability to fulfill its contractual commitments. | We request to please delete below clause- Any other event which is an event of termination under the Contract or which in the opinion of the OWNER, reasonably impinges on the CONTRACTOR's capability to fulfill its contractual commitments. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 140. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), Termination-Clause Number 7.0.2.0/ Page 96 of 192 | The notice of termination shall set forth, in addition to statement of the reason or reasons for terminating the Contract, the time(s) and place(s) for conducting a survey and inspection/measurement of the work performed and materials supplied under the Contract upto the date of termination for the purpose of determining the final amount(s) due to the CONTRACTOR therefor. The reasons for the termination stated in the notice of termination shall be final and binding upon the CONTRACTOR. | We request to please modify below clause- The notice of termination (15 days of notice in advance) shall set forth, in addition to statement of the reason or reasons for terminating the Contract, the time(s) and place(s) for conducting a survey and inspection/measurement of the work performed and materials supplied under the Contract upto the date of termination for the purpose of determining the final amount(s) due to the CONTRACTOR therefor. The reasons for the termination stated in the notice of termination shall be final and binding upon the CONTRACTOR. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 141. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), Termination-Clause Number 7.0.2.1/ Page 97 of 192 | Forthwith upon receipt of notice of termination, the CONTRACTOR shall at his own risks and costs within the scope of relative work, do and perform to the satisfaction of the Engineer-in-Charge all and whatsoever is necessary, in the | We request to add below clause- Forthwith upon receipt of notice of termination, the CONTRACTOR shall at his own risks and costs within the scope of relative work, do and perform to the satisfaction of the Engineer-in-Charge all and whatsoever is necessary, in the opinion of the | Not Acceptable. Bidder to follow provisions of Bidding Document. |



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| | | opinion of the Engineer-in-Charge (which shall be final and binding upon the CONTRACTOR) to secure and protect all complete and incomplete works performed by the CONTRACTOR upto termination, and should it fail to do so, the OWNER shall be entitled by itself or through an independent Contractor(s) or partly by itself and partly through an independent Page 295 of 3674 SECTION – 7 - TERMINATION Page 97 of 192 Contractor(s), to do and perform at the risks and costs of the CONTRACTOR all such work(s) not done by the CONTRACTOR, and the provisions of Clause 7.0.9.0 therefore shall mutatis-mutandis apply thereto. | Engineer-in-Charge (which shall be final and binding upon the CONTRACTOR) to secure and protect all complete and incomplete works performed by the CONTRACTOR upto termination, and should it fail to do so, the OWNER shall be entitled by itself or through an independent Contractor(s) or partly by itself and partly through an independent Page 295 of 3674 SECTION – 7 - TERMINATION Page 97 of 192 Contractor(s), to do and perform at the risks(only reasonable cost will be applicable) and costs of the CONTRACTOR all such work(s) not done by the CONTRACTOR, and the provisions of Clause 7.0.9.0 therefore shall mutatis-mutandis apply thereto. | |
| 142. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), Termination-Clause Number 7.0.6.0/ Page 97 of 192 | Should a CONTRACTOR fail to comply with the provisions of Clause 7.0.5.0 hereof in the manner and within the time specified therein, the OWNER shall have the right at the risk and costs of the CONTRACTOR in all respects to clear the job site(s) of all surplus materials, CONTRACTOR's labor, equipment and machinery and other materials and things and/or demolish/dismantle and remove any temporary works, structures and/or construction and other items and things brought upon or erected at the job site(s) and to remove all rubbish from the job | We requested to modify below clause- Should a CONTRACTOR fail to comply with the provisions of Clause 7.0.5.0 hereof in the manner and within the time specified therein, the OWNER shall have the right at the risk and costs of the CONTRACTOR in all respects to clear the job site(s) of all surplus materials, CONTRACTOR's labor, equipment and machinery and other materials and things and/or demolish/dismantle and remove any temporary works, structures and/or construction and other items and things brought upon or erected at the job site(s) and to remove all rubbish from the job site(s) and the land allotted to the CONTRACTOR and clear, dress and restore the said land to the satisfaction of the Engineer-in-Charge and take undisputed possession and custody thereof and of the works | Not Acceptable. Bidder to follow provisions of Bidding Document. |



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| | | <p>site(s) and the land allotted to the CONTRACTOR and clear, dress and restore the said land to the satisfaction of the Engineer-in-Charge and take undisputed possession and custody thereof and of the works and CONTRACTOR's stores thereon and dispose of and/or otherwise deal with any and all equipment and machinery etc., stores and other items and things aforesaid and recoveries of any demolition/dismantling as the OWNER shall in its absolute discretion deem fit, and the CONTRACTOR shall forth with on demand pay the OWNER the entire costs/expenses of the OWNER relative to the above together with 15% Fifteen percent) thereof to cover the OWNER's supervision, with right in the OWNER (without prejudice to any other mode or recovery) to recover the same from the proceeds of any sale or disposal as aforesaid or from any monies whatsoever of the CONTRACTOR held by the OWNER or dues of the CONTRACTOR and the CONTRACTOR hereby irrevocably nominates, constitutes and appoints the OWNER (with right to the OWNER to delegate any and all of its rights in terms hereof to such of its officer(s) and/or other person(s) as it shall</p> | <p>and CONTRACTOR's stores thereon and dispose of and/or otherwise deal with any and all equipment and machinery etc., stores and other items and things aforesaid and recoveries of any demolition/dismantling as the OWNER shall in its absolute discretion deem fit, and the CONTRACTOR shall forth with on demand pay the OWNER the entire costs/expenses of the OWNER relative to the above together with 15% Fifteen percent) thereof to cover the OWNER's supervision, with right in the OWNER (without prejudice to any other mode or recovery) to recover the same from the proceeds of any sale or disposal as aforesaid or from any monies whatsoever of the CONTRACTOR held by the OWNER or dues of the CONTRACTOR and the CONTRACTOR hereby irrevocably nominates, constitutes and appoints the OWNER (with right to the OWNER to delegate any and all of its rights in terms hereof to such of its officer(s) and/or other person(s) as it shall deem fit) for and on behalf of and as attorney of the CONTRACTOR to do, commit and/or sign all acts, deeds, matters and things as shall or may be necessary to be done, committed and/or signed by the CONTRACTOR to put into effect the provisions of this clause with full right to enter into arrangements with third parties for or relative to the storage, sale and/or other disposal of any goods, equipment and machinery and other items and things and to enter into or upon any of the CONTRACTOR's premises and to break open if necessary any locks, bolts, fasteners, bonds or other devices restricting entry thereto and to do all other acts, deeds, matters and things as shall or may be necessary to give full effect to the provision of this Clause.</p> | |
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| | | deem fit) for and on behalf of and as attorney of the CONTRACTOR to do, commit and/or sign all acts, deeds, matters and things as shall or may be necessary to be done, committed and/or signed by the CONTRACTOR to put into effect the provisions of this clause with full right to enter into arrangements with third parties for or relative to the storage, sale and/or other disposal of any goods, equipment and machinery and other items and things and to enter into or upon any of the CONTRACTOR's premises and to break open if necessary any locks, bolts, fasteners, bonds or other devices restricting entry thereto and to do all other acts, deeds, matters and things as shall or may be necessary to give full effect to the provision of this Clause. | | |
| 143. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), Termination-Clause Number 7.0.7.0/ Page 98 of 192 | If for any cause attributable to the CONTRACTOR (including but not limited to resistance put up by the CONTRACTOR and/or his servants or agents or any court order consequent upon a suit or proceedings filed by the CONTRACTOR), the OWNER is unable to fully take over possession of the entire works within 7 (Seven) days from the date of completion of the Page 297 of 3674 SECTION – 7 - TERMINATION Page 99 of 192 measurements as contemplated | We request to delete below clause- If for any cause attributable to the CONTRACTOR (including but not limited to resistance put up by the CONTRACTOR and/or his servants or agents or any court order consequent upon a suit or proceedings filed by the CONTRACTOR), the OWNER is unable to fully take over possession of the entire works within 7 (Seven) days from the date of completion of the Page 297 of 3674 SECTION – 7 - TERMINATION Page 99 of 192 measurements as contemplated above, the OWNER shall, in addition to all discounts, compensations and/or damages recoverable from the CONTRACTOR in terms hereof (including but | Not Acceptable. Bidder to follow provisions of Bidding Document. |



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| | | above, the OWNER shall, in addition to all discounts, compensations and/or damages recoverable from the CONTRACTOR in terms hereof (including but not limited to OWNER's entitlements under Clause 4.4.0.0 and Clause 7.0.9.0 hereof) or otherwise, be entitled to recover from the CONTRACTOR liquidated damages in the amount equivalent to 1% (one percent) of the Lumpsum Price for each week or part thereof that the said taking over possession of any works is delayed beyond the period of 7 (seven) days specified above, subject to a maximum of 5% (five percent) of the Lumpsum Price. | not limited to OWNER's entitlements under Clause 4.4.0.0 and Clause 7.0.9.0 hereof) or otherwise, be entitled to recover from the CONTRACTOR liquidated damages in the amount equivalent to 1% (one percent) of the Lumpsum Price for each week or part thereof that the said taking over possession of any works is delayed beyond the period of 7 (seven) days specified above, subject to a maximum of 5% (five percent) of the Lumpsum Price. | |
| 144. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), Termination-Clause Number 7.0.09.0/ Page 99 of 192 | Upon termination of the Contract, the OWNER shall be entitled at the risk and expenses of the CONTRACTOR in all respects to either engage one or more contractors to complete the work and/or supplies and/or to redesign, reperform and/or redo and/or to alter, modify and/or replace the materials supplied by the CONTRACTOR and/or supply other materials or substitutes to the extent necessary to set up, install, erect, establish and operate the Unit and tools and spares in accordance with the Contract and/or to complete the works in accordance with the | We request to modify below clause- Upon termination of the Contract, the OWNER shall be entitled at the risk and expenses(only reasonable cost , all risk will be of owner) of the CONTRACTOR in all respects to either engage one or more contractors to complete the work and/or supplies and/or to redesign, reperform and/or redo and/or to alter, modify and/or replace the materials supplied by the CONTRACTOR and/or supply other materials or substitutes to the extent necessary to set up, install, erect, establish and operate the Unit and tools and spares in accordance with the Contract and/or to complete the works in accordance with the Contract, notwithstanding that the contractor(s) so engaged shall adopt design and/or processes or methods or materials | Not Acceptable. Bidder to follow provisions of Bidding Document. |





Replies to Pre-bid Queries- Commercial



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| Tender No. | : | SG/B269-999-EB-T-0020/22 |
| Name of Work | : | 220 kV GIS Package for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India |

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| | | Contract, notwithstanding that the contractor(s) so engaged shall adopt design and/or processes or methods or materials different from those proposed or projected and/or adopted by the CONTRACTOR for any purpose. | different from those proposed or projected and/or adopted by the CONTRACTOR for any purpose. | |
| 145. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), Termination-Clause Number 7.0.10.0/ Page 99 of 192 | In addition to rights under clauses 7.0.8.0 and 7.0.9.0, the OWNER shall, upon termination of the contract have an option to take over from the CONTRACTOR, in whole or part, any subsisting order or sub-contract entered into by the CONTRACTOR in or relative to performance of the CONTRACTOR's obligations under the contract, for which purpose the provisions hereof shall operate as an assignment by the CONTRACTOR to OWNER of the orders and sub-contract opted to be taken over by the OWNER, with right in the OWNER as attorney for and on behalf of and in the name of the CONTRACTOR to sign, execute and/or deliver any document, notice or other communication as may be required under the law applicable to the relative contract or order to complete the assignment thereof in favor of the OWNER, and the provisions hereof shall constitute appropriate appointment by the CONTRACTOR in favor of the OWNER in this behalf, with right in the OWNER to act in this | We request to delete below clause- In addition to rights under clauses 7.0.8.0 and 7.0.9.0, the OWNER shall, upon termination of the contract have an option to take over from the CONTRACTOR, in whole or part, any subsisting order or sub-contract entered into by the CONTRACTOR in or relative to performance of the CONTRACTOR's obligations under the contract, for which purpose the provisions hereof shall operate as an assignment by the CONTRACTOR to OWNER of the orders and sub-contract opted to be taken over by the OWNER, with right in the OWNER as attorney for and on behalf of and in the name of the CONTRACTOR to sign, execute and/or deliver any document, notice or other communication as may be required under the law applicable to the relative contract or order to complete the assignment thereof in favor of the OWNER, and the provisions hereof shall constitute appropriate appointment by the CONTRACTOR in favor of the OWNER in this behalf, with right in the OWNER to act in this behalf through any of its directors or officers. | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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|  IndianOil | Replies to Pre-bid Queries- Commercial | |  |
| | Tender No. | : SG/B269-999-EB-T-0020/22 | |
| Name of Work | : | 220 kV GIS Package for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India | |

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| | | behalf through any of its directors or officers. | | |
| 146. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), Termination-Clause Number 7.2.0.0/ Page 100 of 192 | If upon the satisfaction of the clause 7.0.9.0 and 7.1.0.0 hereof there shall remain in the hands of the OWNER any excess/balance after all accounting and adjustment of all dues from the CONTRACTOR to the OWNER, the OWNER shall forthwith pay over the excess/balance to the CONTRACTOR and in the event of the security deposit and other dues of the CONTRACTOR in the hands of the OWNER being insufficient to meet the dues of the OWNER as aforesaid, the CONTRACTOR shall forthwith on demand by the OWNER pay the OWNER the shortfall. For calculating the excess/balance aforesaid in the hands of the OWNER any price discount or adjustment due to the OWNER from any other contractor under the provisions of Clause 4.3.6.0 hereof or any equivalent or similar provisions in the Contract in this behalf between the OWNER and the other CONTRACTOR shall not be reckoned. | <p>We request to add below clause-</p> <p>In case Termination is for the reason not attributable to Contractor- In the event of termination of the Contract the Employer shall immediately pay to the Contractor following amounts (a) the Contract Price, properly attributable to the supplies made by the Contractor and/ or work in progress as of the date of termination. (b) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges. (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges.</p> <p>Note “Supplier made” shall include any raw material, subassemblies or components procured by Contractor or contractor’s sub-contractors for manufacturing equipment under this contract, any work in progress and finished goods at Contractor’s or sub contractor’s works, a PI add this clause 7.3 Termination by the contractor 7.3.1 If (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant agreed Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest charge @SBI MCLR, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to</p> | Not Acceptable. Bidder to follow provisions of Bidding Document. |



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Replies to Pre-bid Queries- Commercial

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| Tender No. | : | SG/B269-999-EB-T-0020/22 |
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remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this Sub-Clause 7.3.1, forthwith terminate the Contract.

7.3.2 The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this Sub-Clause 7.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.



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7.3.3 If the Contract is terminated under Sub-Clauses 7.3.1 or 7.3.2, then the Contractor shall immediately (a) cease all further work (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (c) (ii) , (c) subject to the payment specified in Sub-Clause 7.3.4, (i) deliver to the Employer the parts of the Supply executed by the Contractor up to the date of termination (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Supply and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors, and (iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities. Such sharing of documents would mean only non-proprietary information in readable format.



7.3.4 If the Contract is terminated under Sub-Clauses 7.3.1 or 7.3.2, the Employer shall pay to the Contractor all payments specified in Sub-Clause 7.3.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination

7.3.5 Termination by the Contractor pursuant to this Sub-Clause 7.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by Sub-Clause 7.3

7.4 In this Clause 7.3 the expression "Supply Executed" shall include any raw material, subassemblies or components procured by Contractor or contractor's sub-contractors for manufacturing equipment under this contract, any work in progress and finished goods at

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|  IndianOil | Replies to Pre-bid Queries- Commercial | |  |
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| Name of Work | : 220 kV GIS Package for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India | | |

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| | | | <p>Contractor's or sub contractor's works, all work executed, Installation Services provided, and all Plant acquired, or subject to a legally binding obligation to purchase, by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.</p> <p>7.5 In this clause, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the Appendix to the Contract Agreement titled Payment</p> | |
| 147. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), Termination-Clause Number 7.2.0.0/ Page 100 of 192 | | <p>The contractor is entitled to be compensated as under: -</p> <p>(a) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and Subcontractor's personnel.</p> <p>(b) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition</p> <p>(c) 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 Contract and that are not covered by paragraphs (a) through (d) above.</p> <p>We request you to kindly accept.</p> | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 148. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), INDEMNITY AND INSURANCE 8.4.0.0/ Page 108 of 192 | The CONTRACTOR shall always indemnify and keep indemnified the OWNER and its officers | <p>We request to add below clause-</p> <p>Indemnity for non-compliance with applicable laws and non-filing of tax returns to be made a ground for indemnifying the Owner, only if the same adversely affects the performance of the contract by the Contractor.</p> | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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|  IndianOil | Replies to Pre-bid Queries- Commercial | |  |
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| 149. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020), NDEMNITY AND INSURANCE, Clause. 8.4.0.0 Page 108 of 192 | | Kindly accept the below clause: - Owner (as an “indemnifying party”) shall indemnify the contractor (as an “indemnified party”) from and against claims brought by a third party, on account of personal injury or damage to the third party’s tangible property, to the extent caused by the negligence of the indemnifying party in connection with this contract. in the event the injury or damage is caused by joint or concurrent negligence of owner and contractor, the loss or expense shall be borne by each party in proportion to its degree of negligence. for purposes of contractor’s indemnity obligation, no part of the products or site is considered third party property. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 150. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8,LIMITATION OF LIABILITY,Clause 8.6.0/ Page 110 of 192 | Subject to Clause 8.6.1.0, the aggregate liability of the CONTRACTOR to the OWNER (whether based on contract or tort, including negligence and strict or absolute liability) arising out of or under this Contract shall not exceed twenty percent (20%) of the Lumpsum Price provided that no such limit shall apply in respect of: (i) any liability pursuant to CONTRACTOR’s indemnity obligations under the Contract; or (ii) any loss resulting from fraud, intentional or willful misconduct or illegal or unlawful acts or omissions of CONTRACTOR, its affiliates or any sub-contractor or any supplier or any of its or their respective officers, directors, employees, servants or agents; or (iii) any liability to rectify, repair, | We request to delete below points- Subject to Clause 8.6.1.0, the aggregate liability of the CONTRACTOR to the OWNER (whether based on contract or tort, including negligence and strict or absolute liability) arising out of or under this Contract shall not exceed twenty percent (20%) of the Lumpsum Price provided that no such limit shall apply in respect of: (i) any liability pursuant to CONTRACTOR’s indemnity obligations under the Contract; or (ii) any loss resulting from fraud, intentional or willful misconduct or illegal or unlawful acts or omissions of CONTRACTOR, its affiliates or any sub-contractor or any supplier or any of its or their respective officers, directors, employees, servants, or agents; or (iii) any liability to rectify, repair, restore or replace any materials and/or works or deficiencies therein in terms of the Contract. (iv) any liability under clause 7.0.7.0. or Clause 7.0.9.0. | Not Acceptable. Bidder to follow provisions of Bidding Document. |



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| | | <p>restore or replace any materials and/or works or deficiencies therein in terms of the Contract; (iv) any liability under clause 7.0.7.0. or Clause 7.0.9.0; b) The aggregate liability of the CONTRACTOR to the OWNER under Clause 7.0.9.0 shall not exceed 50% (fifty percent) of the Lumpsum Price provided that no such limit shall apply in respect of (i) Any liability pursuant to CONTRACTOR's indemnity obligations under Clauses 3.0.3.1 (i), 3.0.3.1 (vi), 3.0.8.3, 3.1.1.0 (b), 3.8.1.0, 4.9.4.0, 4.11.2.0, 6.3.2.0 (vi), 6.5.2.1 (v) 6,8,2,0 (ii), 8.1.1.0, 8.2.9.0, 8.3.3.0, 8.4.1.0, 8.4.2.0, 8.5.0.0, 8.9.2.0, 8.9.3.0, 8.12.1.1, 8.1481.0 & 8.18.2.0; or (ii) Any loss resulting from fraud, intentional or willful misconduct or illegal or unlawful acts or omissions of CONTRACTOR, its affiliates or any sub-contractor or any supplier or any of its or their respective officers, directors, employees, servants or agents; or (iii) Any liability to rectify, repair, restore or replace any materials and/or works or deficiencies therein in terms of Clauses 5.0.5.0, 5.1.3.0, 5.1.5.0, 5.1.7.0, 5.2.4.0, 5.2.4.1, 5.3.4.1 (i), 5.4.1.0 (i), 5.4.2.0, 5.4.2.1, 5.4.3.0, 5.5.3.2 hereof and Appendix-2 to the Special Conditions of Contract arising out of any supply made or work done by the</p> | <p>b) The aggregate liability of the CONTRACTOR to the OWNER under Clause 7.0.9.0 shall not exceed 50% (fifty percent) of the Lumpsum Price provided that no such limit shall apply in respect of</p> <p>(i) Any liability pursuant to CONTRACTOR's indemnity obligations under Clauses 3.0.3.1 (i), 3.0.3.1 (vi), 3.0.8.3, 3.1.1.0 (b), 3.8.1.0, 4.9.4.0, 4.11.2.0, 6.3.2.0 (vi), 6.5.2.1 (v) 6,8,2,0 (ii), 8.1.1.0, 8.2.9.0, 8.3.3.0, 8.4.1.0, 8.4.2.0, 8.5.0.0, 8.9.2.0, 8.9.3.0, 8.12.1.1, 8.1481.0 & 8.18.2.0; or</p> <p>(ii) Any loss resulting from fraud, intentional or willful misconduct or illegal or unlawful acts or omissions of CONTRACTOR, its affiliates or any sub-contractor or any supplier or any of its or their respective officers, directors, employees, servants, or agents; or</p> <p>(iii) Any liability to rectify, repair, restore or replace any materials and/or works or deficiencies therein in terms of Clauses 5.0.5.0, 5.1.3.0, 5.1.5.0, 5.1.7.0, 5.2.4.0, 5.2.4.1, 5.3.4.1 (i), 5.4.1.0 (i), 5.4.2.0, 5.4.2.1, 5.4.3.0, 5.5.3.2 hereof and Appendix 2 to the Special Conditions of Contract arising out of any supply made or work done by the CONTRACTOR up to the date of termination.</p> <p>e) Provided always that any limitation of liability aforesaid shall exclude any amounts recovered under any policy(ies) of insurance taken out and/or maintained by the CONTRACTOR pursuant to the provisions of the Contract.</p> | |
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| | | CONTRACTOR up to the date of termination. c) Provided always that any limitation of liability aforesaid shall exclude any amounts recovered under any policy(is) of insurance taken out and/or maintained by the CONTRACTOR pursuant to the provisions of the Contract. | | |
| 151. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8,LIMITATION OF LIABILITY,Clause 8.6.0 Page 110 of 192 | Subject to Clause 8.6.1.0, the aggregate liability of the CONTRACTOR to the OWNER (whether based on contract or tort, including negligence and strict or absolute liability) arising out of or under this Contract shall not exceed twenty percent (20%) of the Lumpsum Price provided that no such limit shall apply in respect of: i..... ii..... The aggregate liability of the CONTRACTOR to the OWNER under Clause 7.0.9.0 shall not exceed 50% (fifty percent) of the Lumpsum Price provided that no such limit shall apply in respect of | We request to add below points- Contractor's Liability is limited to 20% of the Contract Price although has a number if exclusions. The exceptions to Contractor's Liability clause, leave the Contractor exposed to risk higher than 100% of the contract value. Therefore, we request, that there shall be no exceptions to the exclusion of Contractor's Liability clause. And IPR infringement shall be the only exception to limitation of aggregate liability clause. Request you to please accept the same. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 152. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8, LIENS AND LIABILITIES,Clause 8.12.0/ Page 113 of 192 | If, at any time there is evidence of any item or claim for which the OWNER might be or become liable and which in terms of the Contract or otherwise is chargeable to or the liability of the CONTRACTOR, the OWNER shall have the right to retain, out of any payment then due or thereafter becoming due to the CONTRACTOR, an amount | We request to please delete below clause- If, at any time there is evidence of any item or claim for which the OWNER might be or become liable and which in terms of the Contract or otherwise is chargeable to or the liability of the CONTRACTOR, the OWNER shall have the right to retain, out of any payment then due or thereafter becoming due to the CONTRACTOR, an amount sufficient to completely indemnify the OWNER against such lien or claim, and should | Not Acceptable. Bidder to follow provisions of Bidding Document. |



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sufficient to completely indemnify the OWNER against such lien or claim, and should the CONTRACTOR not dispute such lien or claim and/or if such lien or claim be found to be valid, the OWNER may pay and discharge the same and deduct the amount so paid together with any legal and other costs, charges and expenses incurred by the OWNER in defending any action and/or in obtaining legal advice or opinion relative to the lien, claim or action, from any monies retained as aforesaid and any monies then due or thereafter becoming due to the CONTRACTOR, and if no monies have been retained and/or if the same be insufficient to satisfy the payment(s) aforesaid, the CONTRACTOR shall on demand pay to the OWNER the same, and failing such payment within 10 (ten) days or demand by the OWNER in this behalf, shall be liable to pay interest on the amount due from the date of demand up to and until the date of payment in full at the State Bank of India lending rate applicable to the OWNER plus 1% (one percent) per annum and the provisions hereof (insofar as such notice shall be deemed to be necessary in addition to the contractual provisions herein) shall be deemed to constitute a

~~the CONTRACTOR not dispute such lien or claim and/or if such lien or claim be found to be valid, the OWNER may pay and discharge the same and deduct the amount so paid together with any legal and other costs, charges and expenses incurred by the OWNER in defending any action and/or in obtaining legal advice or opinion relative to the lien, claim or action, from any monies retained as aforesaid and any monies then due or thereafter becoming due to the CONTRACTOR, and if no monies have been retained and/or if the same be insufficient to satisfy the payment(s) aforesaid, the CONTRACTOR shall on demand pay to the OWNER the same, and failing such payment within 10 (ten) days or demand by the OWNER in this behalf, shall be liable to pay interest on the amount due from the date of demand up to and until the date of payment in full at the State Bank of India lending rate applicable to the OWNER plus 1% (one percent) per annum and the provisions hereof (insofar as such notice shall be deemed to be necessary in addition to the contractual provisions herein) shall be deemed to constitute a notice for the payment of interest under the provisions of the Indian Interest Act, 1839~~

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| | | notice for the payment of interest under the provisions of the Indian Interest Act, 1839 | | |
| 153. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8, CONFIDENTIAL HANDLING OF INFORMATION Clause Number 8.15/ Page 114 of 192 | CONFIDENTIAL HANDLING OF INFORMATION | We request to add below point-Confidentiality should be mutual. | Bidder to follow provisions of Bidding Document. |
| 154. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8, ARBITRATION Clause Number 9.0/ Page 118 of 192 | Subject to the provisions of Clauses 6.7.1.0, 6.7.2.0 and 9.0.2.0 hereof, any dispute arising out of a Notified Claim of the CONTRACTOR included in the Final Bill of the CONTRACTOR in accordance with the provisions of Clause 6.6.3.0 hereof, and any dispute arising out of any claim(s) of the OWNER against the CONTRACTOR shall be referred to the arbitration of a Sole Arbitrator selected in accordance with the provisions of Clause 9.0.1.1 hereof. It is specifically agreed that the OWNER may prefer its claim(s) against the CONTRACTOR as counter-claim(s) if a Notified Claim of the CONTRACTOR has been referred to arbitration. The CONTRACTOR shall not, however, be entitled to raise as a set-off, defense or counter-claim any claim which is not a Notified Claim included in the CONTRACTOR's Final Bill in accordance with the provisions of Clause 6.6.3.0 hereof. | We request to modify below clause- Subject to the provisions of Clauses 6.7.1.0, 6.7.2.0 and 9.0.2.0 hereof, any dispute arising out of a Notified Claim of the CONTRACTOR included in the Final Bill of the CONTRACTOR in accordance with the provisions of Clause 6.6.3.0 hereof, and any dispute arising out of any claim(s) of the OWNER against the CONTRACTOR shall be referred to the arbitration of a Sole Arbitrator selected in accordance with the provisions of Clause 9.0.1.1 hereof. It is specifically agreed that the OWNER may prefer its claim(s) against the CONTRACTOR as counter-claim(s) if a Notified Claim of the CONTRACTOR has been referred to arbitration. The CONTRACTOR shall not, however, be entitled to raise as a set off, defence or counter-claim any claim which is not a Notified Claim included in the CONTRACTOR's Final Bill in accordance with the provisions of Clause 6.6.3.0 hereof. | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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|  IndianOil | Replies to Pre-bid Queries- Commercial | |  |
| | Tender No. | : SG/B269-999-EB-T-0020/22 | |
| Name of Work | : 220 kV GIS Package for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India | | |

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| 155. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8, ARBITRATION Clause Number 9.0.1.1/ Page 118 of 192 | The Sole Arbitrator referred to in Clause 9.0.1.0 hereof shall be selected by the CONTRACTOR out of a panel of 3 (three) persons nominated by the OWNER for the purpose of such selection, and should the CONTRACTOR fail to select an arbitrator within 30 (thirty) days of the panel of names of such nominees being furnished by the OWNER for the purpose, the Sole Arbitrator shall be selected by the OWNER out of the said panel. | We request to delete below clause- The Sole Arbitrator referred to in Clause 9.0.1.0 hereof shall be selected by the CONTRACTOR out of a panel of 3 (three) persons nominated by the OWNER for the purpose of such selection, and should the CONTRACTOR fail to select an arbitrator within 30 (thirty) days of the panel of names of such nominees being furnished by the OWNER for the purpose, the Sole Arbitrator shall be selected by the OWNER out of the said panel. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 156. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8, ARBITRATION Clause Number 9.0.1.2/ Page 118 of 192 | If a dispute arises with reference to any of the matters referred to in Paragraphs (i) and/or (ii) of Clause 9.0.2.0 hereof before the appointment of the sole Arbitrator under this clause, such dispute shall be referred for decision of the General Manager under Clause 9.0.2.0 hereof and the appointment of the sole Arbitrator under this Clause shall be subject to and without prejudice to Clause 9.0.2.0 and the sole Arbitrator so appointed shall refrain from proceeding in the arbitration so far as concerns any such disputed matter until the decision of the General Manager or his nominee is rendered under Clause 9.0.2.0 in respect thereof. If a dispute with respect to any of the said matters arises after a statement of claim is filed during the course of the arbitration proceedings commenced under | We request to delete below clause- If a dispute arises with reference to any of the matters referred to in Paragraphs (i) and/or (ii) of Clause 9.0.2.0 hereof before the appointment of the sole Arbitrator under this clause, such dispute shall be referred for decision of the General Manager under Clause 9.0.2.0 hereof and the appointment of the sole Arbitrator under this Clause shall be subject to and without prejudice to Clause 9.0.2.0 and the sole Arbitrator so appointed shall refrain from proceeding in the arbitration so far as concerns any such disputed matter until the decision of the General Manager or his nominee is rendered under Clause 9.0.2.0 in respect thereof. If a dispute with respect to any of the said matters arises after a statement of claim is filed during the course of the arbitration proceedings commenced under Clause 9.0.1.0 with respect to any of the said matters, the Arbitrator shall forthwith refrain from proceeding further in the arbitration so far as concerns any such disputed matters until the decision of the General Manager or his nominee under Clause 9.0.2.0 is rendered, and if necessary, the | Not Acceptable. Bidder to follow provisions of Bidding Document. |



Replies to Pre-bid Queries- Commercial



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| Tender No. | : | SG/B269-999-EB-T-0020/22 |
| Name of Work | : | 220 kV GIS Package for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India |

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| | | Clause 9.0.1.0 with respect to any of the said matters, the Arbitrator shall forthwith refrain from proceeding further in the arbitration so far as concerns any such disputed matters until the decision of the General Manager or his nominee under Clause 9.0.2.0 is rendered, and if necessary, the Arbitrator so appointed under this Clause shall direct the parties before him for the purpose to make reference of such dispute(s) to the General Manager or his nominee under Clause 9.0.2.0. | Arbitrator so appointed under this Clause shall direct the parties before him for the purpose to make reference of such dispute(s) to the General Manager or his nominee under Clause 9.0.2.0. | |
| 157. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8, ARBITRATION Clause Number 9.0.2.0 | Any dispute(s) or difference(s) with respect to or concerning or relating to any of the following matters are hereby specifically excluded from the scope, purview and ambit of the Arbitration Agreement embodied in Clause 9.0.1.0 with the intention that any dispute or difference with respect to any of the said following matters and/or relating to the Arbitrator's or Arbitral Tribunal's jurisdiction with respect thereto shall not and cannot form the subject- matter of any reference or submission to arbitration under Clause 9.0.1.0, and the Arbitrator or the Arbitral Tribunal shall have no jurisdiction to entertain the same or to render any decision with respect thereto, and such matter shall be referred to the General Manager for decision by | We request to delete below clause- Any dispute(s) or difference(s) with respect to or concerning or relating to any of the following matters are hereby specifically excluded from the scope, purview and ambit of the Arbitration Agreement embodied in Clause 9.0.1.0 with the intention that any dispute or difference with respect to any of the said following matters and/or relating to the Arbitrator's or Arbitral Tribunal's jurisdiction with respect thereto shall not and cannot form the subject- matter of any reference or submission to arbitration under Clause 9.0.1.0, and the Arbitrator or the Arbitral Tribunal shall have no jurisdiction to entertain the same or to render any decision with respect thereto, and such matter shall be referred to the General Manager for decision by the General Manager or his nominee and shall be decided by the General Manager or his nominee, as the case may be (whose decision shall be final and binding on the OWNER and the CONTRACTOR) prior to the Arbitrator appointed under Clause 9.0.1.0 | Not Acceptable. Bidder to follow provisions of Bidding Document. |





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| Tender No. | : | SG/B269-999-EB-T-0020/22 |
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| | | <p>the General Manager or his nominee and shall be decided by the General Manager or his nominee, as the case may be (whose decision shall be final and binding on the OWNER and the CONTRACTOR) prior to the Arbitrator appointed under Clause 9.0.1.0 proceeding with or proceeding further with the reference, as the case may be. The said excluded matters are: Page 317 of 3674 SECTION – 8 - MISCELLANEOUS Page 119 of 192 (i) Whether or not a Claim sought to be referred to arbitration by the CONTRACTOR under Clause 9.0.1.0 is a Notified Claim; (ii) Whether or not a Notified Claim is included in the CONTRACTOR's Final Bill in accordance with the provisions of Clause 6.6.3.0 hereof.</p> | <p>proceeding with or proceeding further with the reference, as the case may be. The said excluded matters are Page 317 of 3674 SECTION – 8 – MISCELLANEOUS Page 119 of 192 (i) Whether or not a Claim sought to be referred to arbitration by the CONTRACTOR under Clause 9.0.1.0 is a Notified Claim; (ii) Whether or not a Notified Claim is included in the CONTRACTOR's Final Bill in accordance with the provisions of Clause 6.6.3.0 hereof.</p> | |
| 158. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8, ARBITRATION Clause Number 9.0.2.1/ Page 119 of 192 | The General Manager or his nominee shall act as a persona designate or expert and not as an arbitrator and the provisions of the Indian Arbitration and Conciliation Act, 1996 or any law governing arbitration shall not apply to proceedings before the General Manager | <p>We request to delete below clause-</p> <p>The General Manager or his nominee shall act as a persona designate or expert and not as an arbitrator and the provisions of the Indian Arbitration and Conciliation Act, 1996 or any law governing arbitration shall not apply to proceedings before the General Manager</p> | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 159. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8, ARBITRATION Clause Number 9.0.2.2/ Page 119 of 192 | The General Manager shall render his decision based on the material placed before him either by the OWNER or by the CONTRACTOR, and if the CONTRACTOR fails to place material before him, the General | <p>We request to delete below clause-</p> <p>The General Manager shall render his decision based on the material placed before him either by the OWNER or by the CONTRACTOR, and if the CONTRACTOR fails to place material before him, the General Manager shall assume that the</p> | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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|  IndianOil | Replies to Pre-bid Queries- Commercial | |  |
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| | | Manager shall assume that the CONTRACTOR has no material to place and may render his decision accordingly. | CONTRACTOR has no material to place and may render his decision accordingly. | |
| 160. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8, PRICE VARIATION, Clause Number 8 | The price variation shall be applicable on basic supply price of bulk steel material for site fabrication / construction for permanent incorporation in work e.g., Structural steel Reinforcement bars, Steel Gratings, CS Plates, MS anchor bolts, MS insert plates and chequered plate only. The quoted prices shall remain firm and fixed, and valid, until completion of the Contract, | We request you that, considering the highly volatile market kindly accept variable price based on IEEMA base date without any ceiling one month prior to bid submission. Request for your acceptance. | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 161. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8, PRICE VARIATION (Escalation / De-escalation) AND Cl. No. 2/ Special conditions of contract / CONTRACT AND BID PRICE | The price variation for Transformers | Further to above, considering the project delivery schedule for subject package, and in line with practice followed by major utilities, we request you to consider price adjustment variation on Transformers on IEEMA base date without any ceiling one month prior to bid submission | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 162. | Document No: B269-TENDER_DOC-B269-999-16-50-EB-T-0020 8/ STATUTORY APPROVALS, Clause 4.6.3 | Wherever approval by any statutory body is required to be taken by Contractor, the Contractor shall submit copy of approval by the authority to EIL. | We understand, Bidder's responsibility shall be limited to approval from electrical inspector only. Liaisoning shall be excluded from Bidder's scope. We clarify that technical support for all statutory approvals will be provided. We request you to kindly accept the same. | Bidder understanding is not correct. Bidder to follow tender documents |
| | Type Test validity for GIS | | We understand that Type tests as per latest IEC have been conducted on offered EHV GIS design by the bidder / its principal from internationally recognized test house (IEC | Bidder to follow TA-01 |

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| | | | <p>accredited lab) during last 10 years is acceptable to IOCL/EIL</p> <p>In view of above, we understand the bidder/manufacturer does not have to conduct /submit the type test reports from manufacturing plant in India during execution. Please confirm our understanding.</p> | |
| 163. | DOCUMENT No. B269-999-16-50-SP-0020 Rev CCI. No. 5.1.2.2/ Pg 21 of 79/ Tender document Part-2 | Contractor to ensure that valid type test certificates of offered design of transformer are available for Heat run test, short circuit test, IP test of panels, dielectric test, etc. as per type tests listed in IS:2026. In case of non-availability of short circuit test reports, dielectric test reports, IP test reports, impulse test reports, etc. same shall be conducted without any cost and time implication to Owner/ EIL | <p>We would like to inform you that, as short circuit test is destructive test and it has cost and time implication hence considering the completion time for the present scope of works, Short circuit test shall not be conducted, however necessary calculation shall be submitted for the same. We request for your acceptance.</p> <p>Further to above, we understand that bidder shall submit short circuit report of similar/high design/rating with required short circuit calculation. Kindly confirm our understanding.</p> | Bidder understanding is not correct. Bidder to follow tender documents |
| 25. | Cl. Reference | Completion Time | In view of quantum of work involved and delivery of Transformer we request you to kindly amend the completion schedule to 24 Months. | Not Acceptable. Bidder to follow provisions of Bidding Document |
| Following clauses are missing in the tender document and we request you to kindly add below clauses: - | | | | Not Acceptable. Bidder to follow provisions of Bidding Document. |
| 26. | No Nuclear Use | | <p>The Material/ equipment/ services sold by the Contractor are not intended for use in connection with any nuclear facility or activity, and Owner warrants that it shall not use or permit other to use the material/equipment/services for such purpose, without advance written consent of Contractor.</p> <p>If in breach of this, any such use occurs, Contractor (and its parent, affiliate, suppliers and subcontracts) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Contractor, Owner shall indemnify against all such liability.</p> | Not Acceptable. Bidder to follow provisions of Bidding Document. |

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| | | | Consent of Contractor under this section to any nuclear use, if any, will be conditioned upon additional terms and conditions that Contractor determines acceptable for protection against nuclear liability. | |
| 164. | Intellectual Property Rights | | Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Employer are reserved by Contractor. All new intellectual property conceived or created by Contractor in the performance of this Contract, whether alone or with any contribution from Owner, shall be owned exclusively by Contractor. Owner agrees to deliver assignment documentation as necessary to achieve that result. | Not Acceptable. Bidder to follow provisions of Bidding Document. |



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| 165. | Environmental, Health and Safety Matters | | <p>a. Owner shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out (“LOTO”) procedures including physical LOTO or a mutually agreed upon alternative method.</p> <p>b. Owner shall timely advise Contractor in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Owner’s responsibilities under this Clause, Contractor has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.</p> <p>c. If, in Contractor’s reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Contractor may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Owner shall reasonably assist in any such evacuation.</p> <p>d. Operation of Owner’s equipment is the responsibility of Owner. Owner shall not</p> | |
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require or permit Contractor's personnel to operate Owner's equipment at Site.

- e. Owner will make its Site medical facilities and resources available to Contractor personnel who need medical attention.
- f. Contractor has no responsibility or liability for the pre-existing condition of Owner's equipment or the Site. Prior to Contractor starting any work at Site, Owner will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Owner's equipment or the Site that Contractor may encounter while performing under this Contract. Owner shall disclose to Contractor industrial hygiene and environmental monitoring data regarding conditions that may affect Contractor's work or personnel at the Site. Owner shall keep Contractor informed of changes in any such conditions.
- g. Contractor shall notify Owner if Contractor becomes aware of: (i) conditions at the Site differing materially from those disclosed by Owner, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Contractor's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.
- h. If Contractor encounters Hazardous Materials in Owner's equipment or at the Site



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| | | | <p>that require special handling or disposal, Contractor is not obligated to continue work affected by the hazardous conditions. In such an event, Owner shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Contractor's work under the Contract may safely proceed, and Contractor shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Contractor's cost of, or time required for, performance of any part of the work. Owner shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Contractor's work at the Site.</p> <p>i. Owner shall indemnify Contractor for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Owner's equipment or the Site prior to the commencement of Contractor's work, (ii) improperly handled or disposed of by Owner or Owner's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Contractor.</p> | |
| 166. | Training | | Please clarify training requirement at site and factory. | Regarding training, bidder to follow the cl. no. 3.3.53 & 5.7.15.4 of doc (-SP-0020) attached with tender. |
| 167. | Inspection cost | | We understand that all cost related to travel, lodging, boarding of inspection authority visiting factory for material inspection shall be borne by M/s IOCL Please confirm. | Refer Clause 21 of SCC Part-A. |

Note: Reply to Pre-bid queries are for clarification only and shall not form part of Bidding Document.