

Name of Work : RWTP, RO-DMP, CPU & ZLD Plant for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India
Bidding Document: SG/B269-475-PA-T-8701/23
Bidder-1

PRE-BID QUERIES (COMMERCIAL)

SL. No.	REFERENCE OF ENQUIRY DOCUMENT				BIDDER'S QUERY	EIL/IOCL REPLY
	PART/VOL.	PAGE NO.	CLAUSE NO.	SUBJECT		
1	NOTICE INVITING e-TENDER	Page 34 of 7166	11.1.3	Technical Criteria – Minimum Capacity for Multi Effect Evaporator unit	<p>You are aware that the large capacity MEE are being tendered by various refineries in recent past only and not a single MEE plant is commissioned in refineries till the date.</p> <p>The references of various contractors who are qualifying in Oil & Gas EPC water & waste water projects can be only in Chemical/ Pharma/ Textile etc industries where capacities of MEE are 150 m3/ day or less.</p> <p>Paramount, to its credit have, on its own designed, engineered, manufactured, supplied, erected & commissioned successfully following largest capacity MEE project in last 12 years:</p> <p>For Mazda Colours Limited: We have executed an order of MEE System for 150 m3/ day and the said plant was commissioned in May 2016.</p> <p>Therefore, we have our own eligible experience for execution of MEE in last 12 years if capacity is allowed as 150 m3/ day in PQ criteria in place of 180 m3/ day.</p> <p>Kindly be informed that if 150 m3/ day capacity is not granted in PQ criteria, other suppliers who would have executed MEE orders of required capacity would have no experience of stringent design, engineering & specifications including design safety factors, approved vendors & manufacturing/ testing standards viz. end to end executions and comfort of system integration with guarantees would both become limitation with these vendors.</p> <p>Hence, kindly allow PQ criteria of 150 m3/ day for MEE in place of 180 m3/ day.</p>	Shall be replied separately.
2	PROPOSAL FORMS	Page 169, 171 of 7166 and	Sr. no. 22 & 50 (Form-M) and	Technical Information Required for	Subject clauses require Bidder to provide details of quantum of work in Form-T.	Follow instructions mentioned in Form-T.

SL. No.	REFERENCE OF ENQUIRY DOCUMENT				BIDDER'S QUERY	EIL/IOCL REPLY
		Page 186 of 7166	Form T	Assessing Quantum of Work	We understand that this Form-T is Not Applicable and bidder need not submit the same. Kindly confirm.	
3	Notice Inviting Tender	Page 32 of 7166	Sr. no. 5.0	Time Schedule	<p>Time Schedule specified for subject works is 22 Months for Mechanical Completion + 2 Months for Commissioning from the date of issue of Fax of Acceptance / Letter of Acceptance.</p> <p>The quantum of Engineering, Procurement and Civil Construction & Piping works apart from other Electro-Mechanical & Instrumentation job is huge and it is impossible to complete these works in 24 months.</p> <p>Further due to COVID-19 induced epidemic, the deliveries of various equipment have increased from 4 - 6 months to 9 - 12 months. Imported materials also will have long transit times considering COVID consequences. For our recent project orders, even Pipe manufacturers have quoted deliveries of 5-6 months</p> <p>Therefore, we request that realistic completion period of at least 28 months (26 months for Mechanical Completion plus 2 months for Commissioning) may please be considered.</p>	Bidder to follow bid document
4	SCC (Part-B)	Page 459 of 7166	Sr. no. 8	Price Variation	Subject Clause specifies that "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. " We understand that the subject clause on Price Variation shall also be applicable for CS plates for shop fabricated vessels and tanks. Kindly confirm our understanding.	Not Acceptable. Bidder to follow the provisions of Tender Document.
5	INSTRUCTIONS TO BIDDERS (ITB)	Page 84 of 7166	42	Project Specific Account	<p>With reference to requirement of Project Specific Account we want to bring to your kind notice that RBI circular no DOR.No.BP.BC.30/21.04.048/2020-21 December 14, 2020 (copy of this RBI circular attached herewith as Annexure_Sr.no.1a)</p> <p>With reference to above circular a bank cannot open a current account if a company is enjoying credit facilities with one bank.</p> <p>As we are enjoying credit facilities with our banker so no other bank will open current account and opening of project specific account clause will not</p>	Bidder to follow the provisions of Tender Document.

SL. No.	REFERENCE OF ENQUIRY DOCUMENT				BIDDER'S QUERY	EIL/IOCL REPLY
					be feasible. Hence we request you to kindly confirm that requirement of Project Specific Account is not mandatory.	
6	General Conditions of Contract	Page 20 of 192	2.6.7.0 (B)(i)	Calculation of Price implications of a Change Order	Subject clause specifies that "For Civil and Structural works involved in the works to which the Change Order Proposal relates, on basis of the CPWD rates then prevailing for the location of the works" Kindly confirm that if CPWD rates are old then applicable rates shall be increased by 10% per year for considering inflation.	Not Acceptable. Bidder to follow the provisions of Tender Document.
7	General			Change in Law	In the eventuality of a change in the laws of the country, you are requested to kindly include a relevant clause in the Tender to protect the contractor from the Time & Cost implications on account of such changes in laws.	Not Acceptable. Bidder to follow the provisions of Tender Document.
8	SCC (Part-B)	Page 461 of 7166	9.1.1	Construction Power	Referred clause specifies that " <i>Subject to availability, construction power shall be provided by the OWNER from the nearest Substation / tapping point on chargeable basis.</i> " Kindly confirm whether Construction Power will be provided by OWNER. This is required by us for correct estimation of costs involved.	Follow the provisions of SCC (Part-B) and Tender Document.
9	SCC (Part-B)	Page 462 of 7166	9.2	Construction Water	Referred clause specifies that " <i>Subject to availability, Construction water shall be provided by OWNER on chargeable basis</i> " Kindly confirm whether Construction Water will be provided by OWNER. This is required by us for correct estimation of costs involved.	Follow the provisions of SCC (Part-B) and Tender Document.
10	SCC (Part-B), Land for Construction	Page 462 of 7166	9.3	Land for Batching plant	Kindly confirm that Land for Batching Plant shall be provided <u>within Refinery Premises</u> for speedy progress of the project.	Follow the provisions of SCC (Part-B) and Tender Document.
11	SCC (Part-B), Land for Construction	Page 462 of 7166	9.3	Land for Warehouse	Kindly confirm that Land for Warehouse shall be provided <u>within Refinery Premises</u> since we shall be dispatching various equipments to site and receive payment for same and so all equipments are required to be stored within Refinery Premises till its erection.	Follow the provisions of SCC (Part-B) and Tender Document.
12	SCC (Part-B)	Page 442 of	4	BOCW cess	Kindly confirm that BOCW cess shall be applicable only on Construction	Follow the

SL. No.	REFERENCE OF ENQUIRY DOCUMENT				BIDDER'S QUERY	EIL/IOCL REPLY
		7166			Services price quoted by bidder in Form SP-2 and that it shall not be applicable on Design & Engineering and Supply portion of the contract.	provisions of SCC (Part-B) and Tender Document.
13	SCOPE OF WORK & SUPPLY (UG CIVIL-STRUCTURAL & ARCHITECTURAL)	Page 946 of 7166	3.6.2 (b)	Dismantling of existing works if required	Kindly note that, it is not possible to find out presence of all underground hindrances during a Pre-bid Site Visit or any activity allowed by IOCL during Pre-bid stage. Hence we request that either the underground hindrances should be quantified during bidding stage OR bidder should be compensated for removal of such hindrances during execution stage under provisions of GCC Clauses 2.5.0.0 (Alteration in the scope of work or supply) and 2.6.0.0 (Change Orders). Kindly confirm.	Not Acceptable. Bidder to follow the provisions of Tender Document.
14	B269-475-81-41-GTD-0022	Page 1636 of 7166		Geotechnical Data	Kindly note that our estimates shall be based on Geotechnical Data as provided in the Tender. If discrepancies are found in Site Investigation data furnished by you when we carry out Soil Investigation after the award of work, the Time & Cost consequences shall be reimbursed by you because Geotechnical data provided in Tender cannot be misguiding to the contractor during bidding stage. Further, there is no time and opportunity for bidder to carry out Soil Investigation at bidding stage. Therefore, please confirm that the time & cost consequences due to change in soil data shall be paid for as extra works. Kindly confirm.	Not Acceptable. Bidder to follow the provisions of Tender Document.
15	Annexure A-IX to SCC	Page 627 of 7166	Sr. nos. 2, 3, 8, 14	List of critical tagged items	<p>Among items listed under "List of Critical Tagged Items" there are number of items which are fabricated at our works e.g. Dual Media Filters, Activated Carbon Filters, Degasser Tower, Mixed Bed Exchanger, etc.</p> <p>Please confirm that CS Plate material purchased for these items shall be considered as major critical tagged item for enabling release of 10% milestone payment "on placement of Purchase Order for major critical tagged items" as per Clause 6.2.1 (i), SCC Part-B, Page 13 (Page 434 of 5335).</p>	The same shall be discussed and finalized with the successful bidder
16	Price Schedule	Form SP-3	Column 13	Rate of Customs duty on Foreign Component	As the rate of Customs duty varies for various components, a flat rate cannot be quoted. Please provide more number of rows for quoting rates of Customs duty because there will be multiple items with different rates of Custom duty.	Not Acceptable. Bidder to follow the provisions of Tender Document.
17	Price Schedule	Form SP-6	Column 2	Item Description	The number of rows provided is limited compared to number of spares to be quoted. Hence, please allow provision for adding more rows as required.	Refer SOP Rev.1 with Commercial Amendment-1

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						being issued separately.
18	SCC, Part-B	Page 437 of 7166	Clause 3.1 (f)	Bank Guarantee against amount of Price Adjustment for Delay	<p>Subject clause specifies that: "f) Where a GST Invoice is issued by the Owner, the amount of price reduction (excluding GST), on a written request made by the Contractor, may be released under a cover of Bank Guarantee of equivalent amount issued in favour of the owner. In case GST Invoice is not issued, amount withheld (including GST), on a written request made by the contractor may be released under a cover of Bank guarantee of equivalent amount issued in favor of the owner. The format and other requirement of Bank Guarantee shall be same as defined in Clause 6.4.7.3 of GCC. Amount to be withheld as per clause no 6.4.7.3 of GCC shall be withheld after including applicable GST on the amount withheld. <u>This Bank Guarantee shall be valid for a period so that same may remain in force till the invocation of Price Reduction is finally settled and accepted by the Owner.</u>"</p> <p>Since most of the disputes related to delay in completion do not get settled by Owner and are normally led towards Arbitration, we submit that the underlined portion of above clause may please be modified as: "This Bank Guarantee shall be kept valid till the final settlement is arrived mutually or through Conciliation/ Arbitration/ Court."</p>	Not Acceptable. Bidder to follow the provisions of Tender Document.
19	GCC	Page 118 of 192	9.0.1.0	Claims Disputes & Arbitration	We request ammendment to provisions of Sole Arbitrator as under. The number of Arbitrators shall be THREE. Each party shall nominate their respective Arbitrators & both the nominated Arbitrators shall appoint the 3rd Arbitrator who shall act as Presiding Arbitrator.	Not Acceptable. Bidder to follow the provisions of Tender Document.
20	ANNEXURE TO SPECIAL CONDITIONS OF CONTRACT (SCC)- Part B	Page 468 of 7166	Sr. no. 4, New Clause 7.13	MARINE COVER AND ERECTION ALL RISK COVER INSURANCE	<p>New added clause 7.13 states that "The proposed coverage under IOCL MCE policy is enclosed as <u>Appendix-I (4 pages)</u> to this ANNEXURE TO SPECIAL CONDITIONS OF CONTRACT (SCC) Part-B."</p> <p>Please help by providing the mentioned Appendix-I (4 pages) as the same could not be found enclosed.</p>	Not Acceptable. Bidder to follow the provisions of Tender Document.

Work Details		: RWTP, RO-DMP, CPU & ZLD PLANT for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India				
Bidding Document No		: SG/B269-475-PA-T-8701/23				
Name of Bidder		BIDDER-2				
Sl. No.	Reference of Bidding Document				Bidder's Query	Consultant Reply
	Part / Vol.	Page No.	Clause No.	Subject		
	Special Condition of Contract- Part-A					
1	SCC/part-A	4 of 33	1	Effective Date	The effective date of Contract shall be the date of receipt of technically & commercially clear Notification of Award of Contract and disbursement of first instalment of 5% of interest free advance. In case of delay in receipt of advance, the actual date of receipt of advance will be effective date (Zero date) of Contract. Kindly Accept	Not Acceptable. Bidder to follow the provisions of Tender Document.
2	SCC/part-A	7 of 33	8	Time Schedule	In the event of delayed input as part of Owner as per agreed schedule viz. Utilities, hook-up/ interface etc. suitable time extension shall be provided. 'In case there is a delay in providing Utilities and Feedstock, inputs required for completion of project by Owner/ Consultant and concurrently Contractor has delayed the completion of project, then in this case delay analysis will be done and Net delays attributable to Contractor/ Owner shall be calculated from the agreed & approved schedule.	Not Acceptable. Bidder to follow the provisions of Tender Document.
3	SCC/part-A	16 of 33	24	Additional Works/ Extra Works	a) The provision of this clause shall be applicable only after contractor has been intimated the concern through a written notice with a request to augment the site work. b) In case contractors failure to initiate necessary remedial action within reasonable time, owner may resort to provision of this clause. c) However, contractor shall not be responsible for quality of any work done by third party and/ or its impact on the performance of the plant.	Bidder to follow the provisions of Tender Document.
4	SCC/part-A	32 of 33	32	Sub-Contracting	a) BIDDER-2 is an ISO 9001 company with an elaborate system for vendor evaluation. As is the practice with all International contractors, BIDDER-2 prefers to operate based on its standard approved vendor list. This is based on the following: 'i) BIDDER-2's approved vendors have knowledge of BIDDER-2's quality systems. 'ii) BIDDER-2 has knowledge on the actual site working of these vendors. 'iii) Interface engineering shall be smooth. 'Our own experience is such that we have very few vendors for most of the items and if some of them are eliminated, we may not get sufficient response/ competitive offers. It is with this background that BIDDER-2 suggested going predominantly based on BIDDER-2's vendors list. 'b) Further, any other equipment manufactured by BIDDER-2 including DCS system shall be deemed to be accepted irrespective of the same not being considered specifically vendor list. 'c) For site works BIDDER-2 shall invite open tender. The shortlisted subcontractors list shall be forwarded to Owner for information 'Kindly Confirm	a) Bidder to follow bid documents b): Bidder to follow bid documents c): Follow clause no. 32 of SCC Part-A.
	Special Condition of Contract- Part-B					


5	SCC/Part-B	3	2	Firm and Fixed Prices	In view of very high current fluctuations in the prices due to Covid-19, we would request you to kindly consider the Price Variation. As per tender Price variation is applicable is on bulk Steel Material only. Kindly Accept	Not Acceptable. Bidder to follow the provisions of Tender Document.
6	SCC/Part-B	5-9	3	Taxes & Duties- General	We request you to consider 1) Statutory Variation in existing taxes/ duties i.e. Basic Custom Duty, E. Cess, BOCW, SWS etc. as well as introduction of New taxes/ duties / levies/ Cess to Owner's account extra at actuals for the entire duration of Contract. 2) Foreign exchange rates variation w.r.t taxes/duties i.e. Custom Duty, GST etc. during the Contract execution period shall be to Owner's account.	Not Acceptable. Bidder to follow the provisions of Tender Document.
8	SCC/Part-B	10 of 34	4	Building and other construction worker's welfare cess	Also, as per provision BOCW Cess shall be deducted at Source on declared Construction portion i.e. SP-2 shall be applicable. Request IOCL to intimate the present rate of BOCW applicable for this project. Please confirm. 'In case of BOCW Cess shall be deducted at Source other than Construction portion i.e. Supply and D&E Prices same shall be additionally paid/ reimbursed by IOCL in the Bill.	Not Acceptable. Bidder to follow the provisions of Tender Document.
9	SCC/Part-B	11-13	6.1	Mobilization Advance	We request Owner to release 10% of total contract price as interest free initial advance against completion of following milestones: '(a) 5 % of total contract price against holding Kick off meeting and finalisation of contract coordination procedure and Drawing & Documents submission schedule. '(b) 5 % of total contract price against submission of detailed L1 network. against submission of BG of equal value valid upto commissioning period. 'GST as applicable shall be reimbursed by Owner extra at actuals. Bank Guarantee towards initial mobilization advance shall be reduced on quarterly basis duly adjusting the advance.	Not Acceptable. Bidder to follow the provisions of Tender Document.
10	SCC/Part-B	13	6.2	Inland Transportation within India	Inland Transportation Prices are to be quoted as part of SP-1(Supply Price). However, there is no Terms of Payment defined in the tender. We propose that 10% of transportation amount shall be paid on placement of PO on pro rata basis and 90% transportation amount including applicable GST amount shall be payable on prorata basis on dispatch of material.	Not Acceptable. Bidder to follow the provisions of Tender Document.

11	SCC/Part-B	23-26 of 34	7	Marine cover and erection all risk cover insurance	<p>As per Bid provision, Owner shall arrange the Marine Cover Insurance and Erection All Risk Cover Insurance for the project. However, the proposed deductibles are very high. As insurance is being arranged by Owner, no deductibles shall be borne by Contractor.</p> <p>In case of any loss or damage during transit/ storage/ Erection & commissioning, contractor shall intimate the Owner to raise insurance claim. Contractor shall not be responsible for raising such claims and/ or settlement of claim. In the event of any loss or damage, Owner shall issue open order on Contractor for replacement/ rectification of defective equipment/ goods/ works. For such replacement/ rectification full (100% value along with taxes and duties) prices for the respective goods/ works shall be paid by Owner to Contractor in addition to the balance payments for respective damaged goods/ works.</p> <p>'Payment to contractor shall not be linked to Owner's settlement of claim with insurance agency. Delays in placement of open order for damaged items shall constitute valid reason for extension of time schedule.</p>	Not Acceptable. Bidder to follow the provisions of Tender Document.
12	SCC/Part-B	30	9.3	Land use for construction site offices and resident accommodation	<p>We would request customer / Consultant to provided Levelled and consolidated land free from all encumbrances and access roads for the UBs, storage area (covered/ uncovered), fabrication and contractors site office adjacent to package site within plant without licence fee.</p>	Not Acceptable. Bidder to follow the provisions of Tender Document.
13	SCC/Part-B	32	13, '13.b.ii	Surplus Material 'Surplus material shall be allowed to be taken out only after completion of the Commissioning activities for the project.	<p>There will be many instances wherein many of the surplus material would never be utilized as they may not required for the commissioning of any sub system and having low self life. Such surplus material may please be allowed to taken back by Contractor and may not be linked to Commissioning.</p> <p>Please modify this clause to the extent of following: "Contractor will be allowed to take back Surplus material earlier also subject to prior acceptance by Owner."</p>	Not Acceptable. Bidder to follow the provisions of Tender Document.
Notice Inviting Tender						
14	NIT	18 of 24 '19 of 35	13.2 & 13.3 of NIT ^16.6 & 16.7 of ITB	PF (PROVIDENT FUND) REGISTRATION & ESI (Employees State Insurance) Code	<p>Bidder is exempted for Employees Provident Fund & ESI. Details shall be furnished along with our Bid.</p> <p>'For Site activities i.e. E&C and Civil Works, Bidder execute the same by engaging subcontractor. PF & ESI for the workman deployed by Subcontractors are maintained by them. Bidder provide compliance and undertaking w.r.t PF&ESI for labour engaged by Bidder subcontractor's.</p>	Noted.Bidder to follow the provisions of Tender Document.
Instruction to Bidders						
15	ITB		Attch VIII to ITB	Self certification and declaration by CEO/CFO/Company Secretary	<p>we wish to submit that Bids including Self certification and decalaration by CEO / CFO / Company secretary are submitted by Authorised person in whose favour Power of Attorney has been issued to sign and submit the Bid.</p>	Bidder to follow the provisions of Tender Document.
16	ITB		Attc-XIII of ITB	Certification by CEO/CFO	<p>We understand that this attachement is not to be submitted. Kindly Confirm</p>	Not applicable.

17	ITB		Attch IX to ITB	Letter from Statutory Auditor /CA	We understand that this format is not applicable where Bidder is already submitting, duly audited and published Annual Reports and balance sheet, etc. shall be furnished by Bidder.	Please recheck Annexure No. and query.
General Condition of Contract						
18	GCC	1-2/ 192	1.0.10.0 & 1.0.11.0	Commissioning Definition	Please delete following provision " and as the requirement of process licensor"	Not Acceptable. Bidder to follow the provisions of Tender Document.
19	GCC	3/192	1.0.26	Foreign Currency	Some currencies are different in both the clauses kindly specify which foreign currencies are to be considered in this tender.	Bidder to follow ITB, SOP Preamble.
	ITB	15/35	15.2	CURRENCIES OF BID AND PAYMENT		
20	GCC	3/192	1.0.03.0	Conversion of Foreign Currency to Indian Rupees	As per GCC Clause foreign currency to be converted to Indian rupees at the mean rate of exchange between the two arrived at on the basis of the notified mean rate or of the average between the buying rate and the selling rates if the mean rate is not separately notified, as the case may be, by the State Bank of India for the day immediately preceding the date of conversion, however as per ITB Clauses foreign currency to be converted to Indian rupees at at the Bill selling rate of State Bank of India. Kindly Clarify	Bidder to follow ITB, SOP Preamble.
	ITB	16/35	15.2, 15.3, 15.4			
21	GCC	12/192	2.2.1.1	Plans and Drawings and other information forming part of the bid documents has been provided by the OWNER in good faith with a view to assist the CONTRACTOR, and shall constitute only a general guidance to enable the CONTRACTOR to visualise the work and/or supplies contemplated under the contract. The OWNER assumes no responsibility as to the correctness thereof, and the CONTRACTOR is expected prior to bidding, to have undertaken a complete and independent survey and to have made its own study and assessment of all factors relevant to the performance of the work or making the supplies.	Kindly note that competitive bid is prepared considering the design, plan, technical specifications, drawings provided in the tender and in tendering stage it is not possible to check the correctness of each of the document provided in the tender. Hence any changes in design, plan, technical specifications, drawings during execution stage will leads to the price and time implication which will be discussed and settled mutually. In view of above, kindly delete the referred provision in the tender. Kindly accept.	Not Acceptable. Bidder to follow the provisions of Tender Document.

21	GCC	12 / 192	2.2.0.0	PLANS, DRAWINGS AND APPROVALS FURNISHED BY OWNER	We would request Customer/PMC to accord the approvals for the Drawings and documents within 7 working days of submission of drawings and any failure on account of customer / PMC to accord the approval within 7 days will constitute the ground for extension of time. kindly accept	Not Acceptable. Bidder to follow the provisions of Tender Document.
22	GCC	28/192	3.0.3.1 (VII)	The CONTRACTOR shall take out, at his own cost and keep in force at all times, during transit, handling, storage, and erection upto completion in all respect of the work, policy(ies) with Insurance Company(ies) approved by the OWNER for the full replacement value of the materials at site against the risks hereinafter specified.	Insurance (Transit, storage, E&C) is excluded from Bidder scope as per Cl. No. 7 SCC Part-B. Kindly modify these clauses accordingly.	Bidder to follow SCC.
	GCC	26/192	3.0.2.4(v)	Materials		
23	GCC	31/ 192	3.0.5.9	Supply of Material	Timely availability of funds by way of timely release of payments by Owner is very important for achievement of progress of the project. Delay in release of payments by Owner, therefore, will be treated as valid ground for extension in completion schedule.	Bidder to follow the provisions of Tender Document.
24	GCC	33/ 192	3.0.5.13	Make of Material	Considering the short cycle nature of the project, we request Owner/ Consultant to consider Bidders approved vendor list in addition to approved vendor list as per tender.	Bidder to follow bid documents
25	GCC	58-59/ 192	4.4.0.0	PRICE ADJUSTMENT FOR SLIPPAGE IN COMPLETION	<p>a) For delays beyond contractual commissioning schedule due to reasons solely attributable to Contractor, we agree for levy of Liquidated Damages for delay in lieu of Price Discount. No LD shall be applicable for delay in Mechanical completion or any intermediate milestone.</p> <p>'b) If the commissioning of the plant is delayed beyond contractual commissioning schedule due to reasons solely attributable to contractor, we agree for levy of LD @0.25% of the contract value per week of delay for first 8 weeks and 0.5% per week thereafter subject to max 5% of the value of delayed equipment.</p> <p>'c) For completed part of the work within the scheduled completion date/ equipment taken over by Owner whichever is earlier, LD shall not be leviable.</p> <p>'d) LD shall be applicable on the contract price excluding taxes and duties i.e GST.</p>	Not Acceptable. Bidder to follow the provisions of Tender Document.

26	GCC	71/ 192	5.3.2.0 (vi)	Surplus material '5.3.2.0 (vi) -Item-wise list of surplus materials including the quantity & estimated value of each surplus item (out of the materials issued by the OWNER or brought at site by the CONTRACTOR) returned to the OWNER's Store or otherwise disposed of, duly signed by the Engineer-in-Charge.	This clause is contrary to the SCC provision Cl. No. 13.0 for Surplus material. Kindly clarify	Bidder to follow SCC.
27	GCC	92-93/192	6.6.1.0 & 6.6.3.1	Claims by the Contractor	In view of nature of the contract being on LSTK basis it may not be feasible to lodge all claims by the contractor on piece meal basis. Any leftover claim for all the additional works/ supplies shall be raised by the contractor at the time of submission of final bill along with all the justifications and supporting documents for such claims. It will help in smooth and expeditious execution of the project. 'However, the contractor shall endeavour to lodge all such claims as and when they arise and Owner/ Engineer in charge, after satisfying themselves about the reasonability of such claims, will issue amendment to the contract document towards acceptance of such claim of contractor. Further, Contractor shall commence the extra work only after settlement of time and cost implication.	Bidder to follow the provisions of Tender Document.
28	GCC	95/192	6.9.1.0	Claim of Owner	All claims of Owner shall be deemed to be extinguished upon issue of Final Certificate and discharge of security deposit. Kindly Accept	Not Acceptable. Bidder to follow the provisions of Tender Document.
29	GCC	110-111/192	Cl 8.6.0.0	Limitation of liability	We agree for overall aggregate liability arising out of this contract not exceeding 10% of the contract price.	Not Acceptable. Bidder to follow the provisions of Tender Document.

		FORM -I				
PRE-BID QUERIES-Lot-2						
TO			M/s. INDIAN OIL CORPORATION LTD			
SUB			PRE-BID QUERIES FOR RWTP, RO-DMP, CPU & ZLD PLANT for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India			
WORK DETAILS			RWTP, RO-DMP, CPU & ZLD PLANT for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India			
TENDER NO.			BIDDING DOCUMENT : SG/B269-475-PA-T-8701/23			
NAME OF BIDDER			BIDDER-3			
SR. NO	REFERENCE OF ENQUIRY DOCUMENT				BIDDER'S QUERY-dated-10.02.2022	EIL/IOCL REPLY
	PART/VOL.	PAGE NO.	CLAUSE NO.	SUBJECT		
TECHNICAL						
MECHANICAL						
1	General	-	-	Pipe Class-A93A, A3A, A19A, A1A,A93M, A3Y, A9A, B1K, SDSS, A21V, B1N &A1K	Request you to provide valve Datasheet for Class A93A, A3A, A19A, A1A, A93M, A3Y, A9A, B1K, SDSS, A21V, B1N & A1K Request tyou to provide Pipe specification for Class A21V & SDSS	Shall be replied separately.
COMMERCIAL						
1	Special Cndions of contract(part-B)	page 2 of 3	6.1.4 & 6.1.5	Interest Rate	Request you to consider interest free advance for Mobolization	Not Acceptable. Bidder to follow the provisions of Tender Document.
2	Annexure V to SCC	644 of 7166		Penalty account;s. The Maximum cumulative Penalty on account of all the parameters indicated above shall be limited to 25% of the Monthly Operation & Maintenance charges (for Operation & Maintenance of RWTP/RODMP/CPU/ZLDP) for the particular year/month as quoted by the bidder in the Schedule of Price (SP-07).	Please consider 5% instead of 25%..	Bidder to follow bid document
3	BG for Security & Advance	399 of 7166	VII	Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by the Bank.	This is subject to banks approvals.	Not Acceptable. Bidder to follow the provisions of Tender Document.
4	Notice Inviting E- tender	33 of 7166	Sr.5	Last date of submission of tender	Considering the scope of work, please extend the proposal submission date for 6 weeks from the current due date	extension already given
5	Notice Inviting E- tender	32 of 7166	Sr.5	Time Schedule	Please consider Mechanical completion as 30 Months	Bidder to follow bid document
6	Generat Conditions of Contract	218 of 7166	2.7.1.0	Cancellation of Contract	In event of cancellation of order, Buyer to ensure to pay the money to the contractor for the material ordered to its subvender if any	Not Acceptable. Bidder to follow the provisions of Tender Document.

RWTP, RO-DMP, CPU & ZLD PLANT for PANIPAT REFINERY EXPANSION PROJECT (P25) of M/s IOCL

Bidding Document No.: SG/B269-487-PC-T-8701/23

BIDDER-4

REFERENCE OF ENQUIRY DOCUMENT						
Sl.No.	PART/VOL	PAGE NO.	CLAUSE NO.	SUBJECT	BIDDER'S QUERY	EIL/IOCL REPLY
1	TENDERDOCUMENT_PART_1	Pg. 110 of 192	8.6.0.0	Limitation of Liability	The limitation of liability clause presently in the tender is very restrictive and has several open ends resulting into an unlimited liability for the contractor. This will be very difficult for all the contracting firms to accept. We propose and request you to replace the Limitation of Liability clause with relevant FIDIC Clauses as they are balanced to protect interests of both employer and contractor.	Not Acceptable. Bidder to follow the provisions of Tender Document.
	Section 8 Miscellaneous-8.6.0.0					
2	Part 1-NOTICE INVITING e-TENDER	4-5 of 24 /32-33 of 757		Extension of the Bid and Site visit date and pre bid clarifications	Due to Covid restrictions and to prepare a detailed Offer we request you to extend the bid submission date by One month and Site visit date upto February 15th. We also request you to extend the pre bid clarification submission date upto 5th February	Extension already provided.
3	Part 1	Page 27/ 459 of 756	8	Price adjustment	As per the referred clause price adjustment is allowed only for Steel component and hence we request you to allow price adjustment for all other materials.	Not Acceptable. Bidder to follow the provisions of Tender Document.
#REF!	Drawings B269-000-17-44-00001 & B269-000-16-51-0080-Rev E	-	-	Plot plan	Please furnish dimensional details of OVERALL PLOT PLAN IN ACAD	ACAD documents shall not be provided

Balance queries of Bidder-4 shall be replied separately.

FORMAT FOR BIDDERS' QUERIES (Commercial)

WORK DETAILS : RWTP, RO-DMP, CPU & ZLD PLANT for Panipat Refinery Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India Expansion Project (P25) of M/s Indian Oil Corporation Limited (IOCL), India

BIDDING DOCUMENT : SG/B269-475-PA-T-8701/23

NAME OF BIDDER : BIDDER-5

Sl.No.	REFERENCE OF ENQUIRY DOCUMENT				BIDDER'S QUERY	EIL/IOCL REPLY
	PART/VOL.	PAGE NO.	CLAUSE NO.	SUBJECT		
1	TENDERDOCUMENT_PART_1	Page No. 32 of 756	NIT 5	Time Schedule	Considering the quantum of work comprising of various plants, complex engineering and large portion of supply from Sub-Vendors and local issues, we request you to provide at least 26 months for project execution. Kindly confirm the same.	Not Acceptable. Bidder to follow the provisions of Tender Document.
2	TENDERDOCUMENT_PART_1	Page No. 290 of 756	GCC 6.4.2.0.e	Mobilisation Advance	We request you to kindly provide interest free mobilization advance.	Not Acceptable. Bidder to follow the provisions of Tender Document.
3	TENDERDOCUMENT_PART_1	Page No. 459 of 756	SCC - Part B 8	Price Variation	As stated in the Price Variation clause, the Price Variation shall only be applicable to Bulk Steel Materials. Considering the highly volatile market which shall directly impact the Bidder and also for enabling the Bidder to submit a competitive quote, the Bidder requests to kindly incorporate Price Variation for the following: - •Cement •Labour • POL (Petroleum, Oil and Lubricants)	Not Acceptable. Bidder to follow the provisions of Tender Document.
4	TENDERDOCUMENT_PART_1	Page No. 33 of 756	NIT 8	Bid Submission	Considering the quantum of work and current covid situation we request for an extension for bid submission upto 25-03-2022	Extension already provided
5	TENDERDOCUMENT_PART_1	General	General	Change In Law	We request that Contractor shall be entitled to due extension of time and adjustment in Lumpsum Contract Price in the event of any change in applicable laws which affect the time for completion or agreed contract price. Kindly Confirm	Bidder to follow the provisions of Tender Document.
6	TENDERDOCUMENT_PART_1	General	General	Indemnity	All instances of Indemnity provided by the Contractor shall be subject to the following: a) limited to the actually incurred direct costs due to the event indemnified; b) the event must be fully attributable to the Contractor and the Owner notifies immediately upon receipt of the claim; c) the indemnities shall be defended solely by the Contractor. Kindly Confirm	Bidder to follow the provisions of Tender Document.
8	TENDERDOCUMENT_PART_1	General	General	Statutory variation	We are understanding that, Statutory variation shall be paid during O&M period. Kindly confirm	Refer Note 22.4 of Preamble to Price Schedule.

9	SPECIAL CONDITIONS OF CONTRACT (SCC) PART-A	33 of 33 (421/5335)	58.3	58 TERMS AND CONDITIONS FOR OPERATION & MAINTENANCE CONTRACT Payment	The Monthly Payment during O&M period shall be paid to the contractor within 30days from the date of Invoice. Please confirm.	Not Acceptable. Bidder to follow the provisions of Tender Document.
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10	ANNEXURE A-Xa TO SCC GUARANTEES & PENALTIES FOR OPERATION & MAINTENANCE	6 of 9 (626/5335)	5.3 (1)	Penalty clause for short fall in performance during Operation & Maintenance period due to any fault on the part of the Operation & Maintenance Contractor	Any deviation in Raw effluent quality will effect the performance of plant, process equipment / system. If any such occasions, bidder not to be penalized for not meeting the quality of treated effluent water untill the plant restore the performance. Kindly confirm	Shall be replied separately.
11	ANNEXURE A-Xa TO SCC GUARANTEES & PENALTIES FOR OPERATION & MAINTENANCE	7 of 9 (627/5335)	Note 1	Maximum cumulative Penalty on account of all the parameters	Bidder requesting to consider maximum penalty shall be limited to 5% of monthly O&M Charges instead of 25% of monthly O&M Charges	Shall be replied separately.
12	PREAMBLE TO SCHEDULE OF PRICES	12 of 14 (737/855)	22.9	The Operation & Maintenance Charges shall not be payable in case the Effluent Treatment Plant (ETP) is not under operation for the reason(s) attributable to the Contractor. Pro-rata deduction of Operation & Maintenance Charges will be made in the event of nonoperation/ shut down of the Effluent Treatment Plant (ETP) for reason(s) attributable to the Contractor	O&M is a service contract it comprises majorly on fixed charges (Manpower & maintenance). Such occasions Contractor will take necessary action to resolve the issues to restore plant In operation. So request to consider to pay the fixed component during such occasions. please confirm	Bidder to follow the provisions of Tender Document.
13	TENDERDOCUMENT_PART_1	65 of 5335 (65/855)	21.1	21.0 GOODS AND SERVICE TAX (GST)	SP-07 O&M charges is exclusive of taxes, duties & GST. The taxes for O&M charges need not to fill in any schedules, please confirm	Confirmed.

SIGNATURE OF THE BIDDER :

WITH SEAL/STAMP