

Consolidated Pre Bid Queries Response					
Sr. No.	Page No.	Clause No	Description	Queries	SAGA/DAFFPL Reply
1		18.13 & 18,14	RCC: Ready Mix Concrete PCC : Plain Cement Concrete	We request you all to exclude Civil Work from our scope.	Bidder to adhere the Scope of Work
2		1B.16	Integration & Modification of ROSOV, MOV, DPT and other instruments of additional receipt header line controls and logic with existing system including visit of OEM, survey for existing system for logic and control features and design of the new logic and control to include ROSOV, MOV, DPT and other instruments of additional receipt header line. All necessary Hardware, Software, Licenses, Certificates new or modification to existing hardware, software including amendment in license / certificate is in the scope of the Contractor. All required manpower and OEM person visit charges, consultancy work charges are in the scope of the Contractor Supply, Installation & Integration of New ROSOV and MOV's Panels / Signals with existing Process PLC and Safety PLC including required software and Hardware Licences along with Alarm Management, User Friendly Graphics Generation, OPC Server etc complete in all respect.	Please provide the Spare IO Modules & Spare rack space available in the Existing PLC along with System Configuration Please provide the Software Points available in Existing package Indicate the Scope of OPC integration We presume our Scope is Limited to only configure the IO Card required for current Job.& required Logics. Software Enhancement in Tags & Version Upgrade is excluded in our scope .	Contractor to visit site and collect the required data. Available mapping data is shared as addendum to tender documents however it is the bidder scope to verify the same with existing system and any additional data which may be required shall be collected by bidder from site. Also contractor scope is not limited only to configure the I/O card required for current job but whatever material, hardware and software required for the integration, interface and communication has to be done by the Contractor.
3		2A.10.1	Multi point (8 point) temperature element complete as per specification and tender document	Provide technical Specifications along with data sheet	Provided as addendum to tender documents. Bidder to note that all equipments/instruments shall be compatible to existing PLC/SCADA System.
4		2A.10.2	pressure transmitter with integral display unit, interface with Primary Radar gauge for density measurement to TFM system along with one no. 50mm Fire Safe isolation ball valves (Heavy Grade), flushing ring, nipples, drain valve and cap etc as per specifications and tender document.		
5		2A.10.3	Level Switch Vibrating Fork Type as per Specification and Tender document		
6		2A.10.4	Radar type with Tank side Indicator as per Specification and Tender document		
7		2A.10.5	Level Transmitter - Servo type with Tank side Indicator as per Specification and Tender document		
8		1B.2.1	Installation of 415V, 32A, 10 kA for 1 sec. AI busbar, IP-65, Indoor Type, wall mounted Sub Distribution Board as per attached specification of this tender. (MOVDB) Incomer : 1 No. 63A, 4P MCCB Outgoing : 12 Nos. 16A, TPN MCBs	415V, 32A, 10 KA AI Busbar.But in Incomer We have taken 63 A,4P MCCB.Kindly clarify.	It shall be 415V, 63A, 10KA AI busbar
9		1B.2.2	Relocation of Local Push Button Stations, Emergency Button station, Tank side Indicators for all existing 6 Nos. Tank / Tank Equipment / Instrument including civil works for support foundation and installation of structural steel support works etc.	We request you all to exclude Civil Work from our scope .	Bidder to adhere the Scope of Work

10			Existing Local Push Buttons, emergency button stations, Tank side Indicators etc shall be relocated in site premises as per direction of Engineer In charge. The scope includes removal of Local Push Button stations, emergency button stations, Civil Works like excavation for Footing, backfilling by earth, Concrete Footing, including Painting of Structural steel members of Support etc complete in all respect and the same shall be installed at designated place as per direction of Engineer In charge. Requisite support for these shall have a separate Rate in items Structural steel in Sr. No. 8.1	We request you all to exclude Civil Work from our scope .	Bidder to adhere the Scope of Work
11		1B.8.1	Installation, Integration, Testing and Commissioning of Exd/FLP Local Push button station cum indication lamp outside tank farm dyke wall for open and close of ROSOV, along with mounting structure etc complete as per tender document.	Provide technical Specifications along with data sheet	Refer Document No. DAFFPL-DELHI-IN-SP-108 of Tender Document
12		1B.9	Receiving from owner's store, transporting to erection site including handling, inspection, cutting to required shape & size, providing supporting arrangements grinding, welding, drilling holes etc. for fabrication work, transporting the fabricated steel structural to erection site, installation in position on floors, walls, ceilings, roofs, columns, existing structures, on towers, vessels, in ready made trenches, in floor sites etc. by hoisting, welding, bolting (Including Ancho Fastners supply and Grouting), riveting, grouting etc., minor repair / denting, as required, breaking of walls / floors / ceilings / columns & making good the same by cement plastering, supply of nuts, bolts, washers, screws, fasteners, civil masonry materials, fabrication & installation of FRP cable tray, cable rack supports, risers, hangers, base frames of Junction Boxes, Panels supports, brackets, pedestals, frameworks etc. made out of channels, angles, flats, plates, rods, etc. for cables, pipes, electrical equipment, lighting fittings & their accessories, earthing materials, cable trays etc., surface treatment of steel structural works including surface cleaning, supply & one coat of epoxy based primer & one coats of epoxy based finish paint, all work, labour and materials complete as per drawings, specifications,	We request you all to exclude Mechanical Work from our scope.	Bidder to adhere the Scope of Work
13		1B.9.1	ISMC 100 / ISA 75x75x8 L / Any other size of Structural steel material	Please Provide BOQ	Residual/Required Engineering is in the Scope of Successful Bidder i.e Contractor
14		22	GUARANTEE/WARRANTY 12 Months from Completion	We request you all to revise as 12 Months from date of Commissioning or 18 Months from date despatch whichever is earlier	Materials/workmanship shall be guaranteed against manufacturing defects, materials, workmanship, and design for a period of 12 months from the date of handover of site after completion of all works at DAFFPL site. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.

15		24	Construction Water & Power	We request you all to Provide Free water & power	Please refer clause-4 of chapter-5 and clause-24 of chapter-1 of tender document.
16			Site Storage , Watch Ward & Un Loading	Kindly provided covered Storage with Lock & key , Watch & ward for the supplied Materials	DAFFPL will provide open space. Construction of store with lock & key arrangement, watch & ward are solely bidder scope and responsibility.
17		29	Quantities Variations is Plus /minus 2.5 % In Page No 141 Quantity Variation is not applicable	Both are Contradictory Kindly clarify .	The quantities shown against the various items are only indicative of the quantum of work and it may vary to any extent. Billing/payment will be done as per actual. Vendor to make precise measurements at site before dispatch of any material. Payment will be done on actual consumption of material & works carried out. Amount for unused material will be adjusted in final billing/payment.
18		32	Terms of Payment for supply	We request you all to approve 90% payment against Supply & 5%balance after Installation & 5% after Installation & handover	Bidder to follow Tender T&C's
19			Terms of Payment for Erection	We request you all to approve 90% against Prorate of Installation & 10% after completion	Bidder to follow Tender T&C's
20			Contractor should submit PBG equal to 10% of Total Order Value with in 30 days of issue of LOI/PO.	The current government norms is 3% PBG .	No Deviation
21			BOQ Part-1A : Sr. No. 1A.1 and 1A.2 PDB and MOVDB Panel respectively.	We are considering weatherproof. If it is flameproof, kindly confirm.	They shall be Weatherproof with enclosure protection of minimum rating of IP 55.
22			BOQ Part-1A : Sr No. 1A.5.1 and 1A.5.2 Junction Boxes and Cable Glands respectively.	We are considering weatherproof. If it is flameproof, kindly confirm.	They shall be Weatherproof and Flameproof with minimum rating of IP 67.
23			BOQ Part-1A : Sr. No. 1A.6 and 1A.7 Earth Pit.	Drawings required.	Bidder to propose maintenance free earth pits and same will be constructed as per site conditions.
24			BOQ Part-1B: Sr. No. 1B.10 and 1B.15 Civil work.	Drawings required.	As the civil quantities are less in nature and Bidder to consider the appropriate civil works as a general practice.
25			BOQ Part-2A: Sr. No. 2A.10 Supply of Instruments.	Technical specification required.	Provided as addendum to tender documents.
26			BOQ Paert-2A:Sr. No. 2A.11 Supply of Instruments Hook up Accessories.	We are considering Voltex India and HP Valves & Fittings Make.	Noted but the vendor/bidder to ensure the compatibility & opertability.
27				Please confirm whether we have to follow BOQ description or the attached cable technical specification: 1. As per specification for TS LV Cable : 1.1 KV, Solid / Stranded Aluminium Conductor, XLPE insulated, Extruded ST2 Inner Sheath, GS RWA/Flat Strip, Extruded FRLS Outer Sheath, generally to IS 7098-1. 2. As per specification for TS FRLS Cable : 1.1 KV, Stranded Annealed Bare Copper Conductor, HR PVC Type C insulated, Extruded ST2 Inner Sheath, GS RWA/Flat Strip, Extruded FRLS Outer Sheath, generally to IS 7098-1.	Kindly note Power Cable less than and equal to 10 Sqmm shall be Copper Conductor Cables and rest will be Aluminium Conductor Cable. All Cables shall be XLPE insulated, Extruded ST2 Inner Sheath, Outer sheath shall be FRLS.
28				Is steel drum required for all type of cable?	Wooden Drum may serve the purpose.
29			Shutdown/Site works	Shutdown will be provided within 3 days of vendor intimation. We request M/s DAFFPL to confirm the same.	It is a working location and the shutdown jobs may get delayed due to operational requirement. Considering the same completion period is kept. Any extra claims on account of the same will not be entertained.

30	Page No. 44 of 140	22	22.GUARANTEE/WARRANTY:	12 months starting from date of successful commissioning or 18 months from the date of last supply whichever is earlier.	Materials/workmanship shall be guaranteed against manufacturing defects, materials, workmanship, and design for a period of 12 months from the date of handover of site after completion of all works at DAFFPL site. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.
31		-	Warranty & AMC of the existing items	We understand the Warranty & AMC of the existing TLF instruments like BCU, Flow Meter, DCV, PLC, DCS & other items are shall be taken care by M/s DAFFPL. Kindly Confirm	Confirmed
32		-	Existing Items	We understand that the items provided shall be in working & Healthy condition.	Noted & Confirmed
33			AMC of New Items	We understand that AMC of New items is not the part of this tender. Kindly confirm.	Understanding is correct. However successful bidder shall maintain all required spares at DAFFPL site during guarantee/warranty period and carry out maintenance, servicing, calibration of instruments/system including all software and hardware requirements.
34			Resident Engineer	Resident engineer is not required. We request M/s DAFFPL to confirm	Resident engineer is not required. However support/system engineer shall visit the DAFFPL site with in 24 hrs of any fault/complaint and rectify the same during the guarantee/warranty period without any financial implication (for material, spares, consumables, visits, manpower etc) to DAFFPL.
35			General	Requesting M/s DAFFPL to introduce Addition/Deletion clause specifically for change in quantities of Cables, Trays, Steel and Junction Box due to the fact that prices are volatile and the prices quoted during bidding stage cannot be kept valid till the completion of contract period. Hence, we request M/s M/s DAFFPL that for any additions in the quantities of same during order execution, the new rates shall be derived based on current market rates using London Metal exchange data. Bidder shall support M/s M/s DAFFPL in deriving the change in market value of such commodity.	Prices/unit rates quoted by bidder will remain firm till satisfactory completion of order. The price/unit rates will not be subjected to escalation for any reason whatsoever. Further bidder to note that the quantities shown against the various items are only indicative of the quantum of work and it may vary to any extent. Vendor to make precise measurements at site before dispatch of any material. Payment will be done on actual consumption of material & works carried out. Amount for unused material will be adjusted in final billing/payment.

36	Page No. 46 of 140	32	32.PAYMENT TERMS For Supply Part:	<p>Payment terms mentioned in tender resulting into negative cash flow of the project and is not feasible for us to proceed. We request M/s DAFFPL to accept the below proposed payment terms which are similar to earlier released tenders.</p> <p>PAYMENT TERMS :</p> <p>A. SUPPLY PART</p> <p>a. 10% of order value (Supply part) will be paid within 30 days after approval of detailed engineering documentation against submission of BG (Bank Guarantee) of equivalent amount. This BG shall be returned after completion of major supply materials/ items at site.</p> <p>b. 60% of order value (Supply part) will be paid within 30 days after supply at site & against submission of Performance Bank Guarantee of 3% of Total Order Value (excluding CAMC) including all taxes.</p> <p>c. 15% of order value (supply part) will be paid after completion of installation and powering up including loop checking/ integration of sub-systems/ systems, configuration of all logics/ associated field devices etc. as applicable.</p> <p>If installation activity is delayed due to non-availability of front to the bidder beyond 3 Months of last supply item, payment will be released by M/s DAFFPL on receipt of BG for equivalent amount having validity of 1 year + 3 Months invokable period.</p> <p>d. 10% of order value (supply part) will be paid within 30 days after successful completion of SAT.</p> <p>If SAT is delayed for no fault of the successful bidder beyond 6 months of last supply item, payment shall be released by M/s DAFFPL on receipt of BG for equivalent amount having validity of 1 year + 3 Months invokable period.</p> <p>e. 5% of order value (supply part) will be paid within 30 days after successful completion of Trial Run period (1 Month), submission of as-built documentation and completion of SAT punch points (if any).</p> <p>If Trial Run is delayed for no fault of successful bidder beyond 9</p>	Bidder to follow Tender T&C's
37	Page No. 46 of 140	32	32.PAYMENT TERMS For Installation Part:	<p>B. INSTALLATION & COMMISSIONING SERVICES:</p> <p>a. 90% of order value (installation & commissioning services) will be paid within 30 days after completion of installation and commissioning.</p> <p>b. 10% order value (installation & commissioning services) will be paid within 30 days after successful completion Trail Run period (1 Month).</p> <p>Note - Erection could not be taken up and sites are not made available by client within 06 months from the date of delivery of respective materials as per SOR Line items at site / 06 months from the date of written intimation from client for start of site services due to any reasons directly attributable to the owner, payment shall be</p>	Bidder to follow Tender T&C's

38	Page No. 46 of 140	32	32.PAYMENT TERMS For Composite Items	<p>C. COMPOSITE ITEMS (SUPPLY & INSTALLATIO):</p> <p>a. 70% of order value (for Composite Items) will be paid within 30 days after supply at site.</p> <p>b. 25% of order value (for Composite Items) will be paid within 30 days after completion of erection and commissioning.</p> <p>c. 5% of order value (for Composite Items) will be paid within 30 days after completion Trial Run (of 30 days), submission of as-built documentation and completion of SAT punch points.</p> <p>Note - Erection could not be taken up and sites are not made available by client within 06 months from the date of delivery of respective materials as per SOR Line itemsat site / 06 months from the date of written intimation from client for start of site services due to any reasons directly attributable to the owner, payment shall be released by M/s DAFFPL on receipt of BG for equivalent amount having validity till completion of Trial run and compliance of SAT punch points.</p>	Bidder to follow Tender T&C's
39	General		Additional clauses	<p>COVID IMPACT- Deliveries may be affected by (a) measures implemented by municipal, provincial and federal authorities across the world restricting travel, instituting localized quarantines or requiring companies to interrupt operations in order to contain the spread of COVID-19 or (b) measures implemented by governments, recognized health authorities or private entities to adhere to recommendations from authorities to contain the spread of COVID-19. contractor will use reasonable endeavors, in accordance with laws and recommendations from recognized health or other authorities, to minimize any such disruptions due to these types of events. The quoted delivery dates may be adjusted by contractor accordingly, and contractor will not be liable for damages, including Liquidated Damages, for any delays caused by these types of events. For the avoidance of doubt, the provisions of the Force Majeure clause will be effective even through the circumstance or contingency giving rise to inability of performance will have been operative on the date hereof. If Buyer cancels an Order without cause, contractor may enforce any available remedies against Buyer, including seeking recovery of expenses incurred by contractor due to producing Deliverables including expenses and costs associated with demobilization, remobilization, contract breakage, restocking, product obsolescence and stranded costs.</p>	Please refer "Force Majeure" clauses mentioned in tender documents.

40	General		Additional clauses	<p>INVENTIONS & INTELLECTUAL PROPERTY: No right, title or interest in Intellectual Property provided by Vendor is transferred to Buyer under the Agreement. All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived or developed by Vendor in connection with the Agreement, are the sole property of Vendor and Buyer assigns any rights it may have in such Inventions to Vendor. All Software delivered by Vendor is subject to a software license or software subscription agreement ("License"). If Buyer does not agree to a License with Vendor, Buyer does not have a license or right to Software. Buyer retains all rights in its own data and other information collected by Vendor deliverables from Buyer or third party devices or equipment ("Input Data"). Vendor and its Affiliates have the right to use Input Data in the required form to provide, protect, improve or develop Vendor products or services. Vendor may also use the Input Data for other purposes, provided it is in an anonymized form that does not identify Buyer. All inventions and algorithms derived from Input Data (but excluding Input Data itself) are Vendor's intellectual property and are owned solely exclusively by Vendor. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. This section survives termination of this Agreement.</p>	There is no invention required in this tender hence this clause is not applicable.
41	General		Additional clauses	<p>VENDOR'S RIGHT TO TERMINATE: Seller may terminate this Agreement by giving written notice to the Buyer on the following events: failure of Buyer to make payment within 30 days of invoice or the Seller has reasonable grounds to believe that the Buyer is unable to make payment, and failure to remedy the breach within 3 calendar days after receipt of written notice of non-payment from Vendor; or c. insolvency or suspension of other Party's operations or any petition filed or proceeding made by or against other Party under any state, Central or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for benefit of creditors or other similar proceedings</p>	Bidder to follow Tender T&C's

42	General		Additional clauses	<p>CYBER SECURITY: Cyber security services will be provided in professional and workmanlike manner. contractor makes no guaranty that the cyber security products ("CS Products"), inclusive of equipment, software and services will prevent or mitigate the impact of any cyber-attack. contractor's sole liability, for failure of the CS Products is replacement of the defective product and/or re-performance of the defective service, provided Buyer notifies contractor of the defects during the warranty period. Third Party CS Product, if any, are provided to customer subject to such Third Parties' standard terms and conditions (including software license terms) and contractor has no liability with respect to the performance or non-performance of the same.</p>	CYBER SECURITY is not part of tender Package.
43	General		Additional clauses	<p>ECONOMIC SURCHARGE: contractor may, from time to time and in its sole discretion, issue surcharges on new and existing Contract in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase contractor's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). contractor will invoice Company, through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Contract. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, contractor may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved. The terms of this section shall prevail in the event of inconsistency with any other terms in this Contract. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Contract. ECONOMIC SURCHARGE: contractor may, from time to time and in its sole discretion, issue surcharges on new and existing Contract in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase contractor's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to</p>	<p>Prices/unit rates quoted by bidder will remain firm till satisfactory completion of order. The price/unit rates will not be subjected to escalation for any reason whatsoever.</p>

44	General		Additional clause for Project Delay	<p>“Vendor is not be liable for any delays or increased costs caused by delays in obtaining required materials or services from Owner or Owner designated suppliers. If Owner -caused delay occurs, and the delay is not force majeure related, then the price and other affected terms will be adjusted to reflect increased costs, delay, and other adverse impact suffered by Vendor. If delivery of goods, services, or other information necessary for performance of this project is delayed due to conduct of Owner or Owner -designated supplier, then Vendor may store materials and equipments at Owner risk and expense and may charge Owner for the delay.”</p>	<p>Any hinderance beyond the contractor scope/control (as approved by EIC/PMC) the delay period shall be added to the delivery period of this contract. The hinderance register has to be maintained by the contractor duly approved/counter signed by EIC/PMC on the day/time of hinderance. The liquidated damages shall be calculated on the basis of scheduled completion & actual data from hinderance register.The decision of EIC shall be binding on the contractor & non-negotiable.</p>
45				<p>Kindly, can you share the I/O list which has been identified for the project along with a communication network diagram if available.</p>	<p>Tender document drawing Block Diagram mentions the necessary signals along with Digital Input and Digital Output Junction Boxes. Bidder to visit the site and get the necessary details required to complete the work. If spare terminals are not available in the existing system then Bidder to consider the new PLC Panel as a part of scope of work and shall integrate with existing system including all necessary hardware and software, modifications to existing PLC panel etc. complete in all respects.</p>