

P24 Response to Pre-Bid Queries-5A

Sr. No.	Part	Section	Clause No.	Relevant Page No.the bid document	Complete Description of Clause	Queries by the bidder	Replies							
1	1	2	37.2	Part 1, Section 2 BDS, ITB 37.2 Reply to Query No 4 of 1A.Response to Pre-Bid Queries-4A	<p>II. The Employer's evaluation of a Bid will exclude and not take into account, (a) in the case of Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant(as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services(as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works(as defined under General Conditions of Contract, Sub-Clause 1.1.89) offered from abroad, Custom Duty and Goods & Services Tax (GST), applicable in the Employer's country and payable if the Contract is awarded to the Bidder;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">4</td> <td style="width: 10%;">Financial Bid</td> <td style="width: 10%;">Preamble</td> <td style="width: 10%;">4.2</td> <td style="width: 35%;">Preamble to Financial Bid, Clause 4.2</td> <td style="width: 30%;"> <p>We have following understanding regarding various financial requirements, request you to please confirm whether our understanding is correct or not.</p> <p>1. Employer will provide necessary documents for claiming exemption from the customs duty (BOD + SW2) for imports of goods required for execution of project by contractor and sub-contractor both under notification no 94/97.</p> <p>2. In case of offshore supplies by foreign consortium member, NCRTC will be importer on records. NCRTC's IEC will be used for imports.</p> <p>3. In case of offshore service by foreign consortium member, RCM GST will be paid & borne by employer.</p> </td> <td style="width: 10%;"> <p>1. Yes. Please follow bid condition.</p> <p>2. Please refer Addendum & Corrigendum-07A.</p> <p>3. GST will be reimbursed. Please follow bid condition.</p> </td> </tr> </table>	4	Financial Bid	Preamble	4.2	Preamble to Financial Bid, Clause 4.2	<p>We have following understanding regarding various financial requirements, request you to please confirm whether our understanding is correct or not.</p> <p>1. Employer will provide necessary documents for claiming exemption from the customs duty (BOD + SW2) for imports of goods required for execution of project by contractor and sub-contractor both under notification no 94/97.</p> <p>2. In case of offshore supplies by foreign consortium member, NCRTC will be importer on records. NCRTC's IEC will be used for imports.</p> <p>3. In case of offshore service by foreign consortium member, RCM GST will be paid & borne by employer.</p>	<p>1. Yes. Please follow bid condition.</p> <p>2. Please refer Addendum & Corrigendum-07A.</p> <p>3. GST will be reimbursed. Please follow bid condition.</p>	<p>We understand that</p> <p>In case of offshore services by foreign consortium member, Reverse charge GST on imports of services will be deposited by employer.</p> <p>Please confirm the same.</p>	<p>GST will be reimbursed / paid. Please follow bid condition.</p>
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2	2	8B	7.7	Part 3, Section 8, PCC Part B, Sub-Clause 7.7 Addendum 2 Sr. N. 26 Page 9 of 18	<p>Each item of Plant and Materials shall, to the extent consistent with the mandatory requirements of the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:</p> <p>(a) when it is delivered to the Site; (b) when the Contractor is paid the value of the Plant and Materials under Sub-Clause 8.11 [Payment for Plant and Materials after Employer's Suspension]; or (c) when the Contractor is paid the amount determined for the Plant and Materials under Sub-Clause 14.5 [Plant and Materials intended for the Works].</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Part 3, Section 8, PCC Part B, Sub-Clause 7.7</td> <td style="width: 40%;">Ownership of Plant and MaterialsAdd the following after Sub-Clause 7.7"However, the Contractor shall continue to bear the risk in respect of such items which continue to remain in his custody."</td> <td style="width: 30%;">INCOTERM 2010 consist of various type of Incoterms for Offshore supplies depending on responsibility /risk borne by contractor . We request you to specifically mention the Incoterms (out of INCOTERM 2010 list) which will be used for Offshore material deliveries.</td> </tr> <tr> <td>Addendum 2 Sr. N. 26 Page 9 of 18</td> <td>(Replace the PCC Sub-Clause 7.7 with the following)"Ownership of Plant and MaterialsAdd the following after Sub-Clause 7.7"INCOTERM 2010 will be used for Offshore and Onshore material deliveries. However, the Contractor shall continue to bear the risk in respect of such items which continue to remain in his custody."</td> <td>Please follow bid condition.</td> </tr> </table>	Part 3, Section 8, PCC Part B, Sub-Clause 7.7	Ownership of Plant and MaterialsAdd the following after Sub-Clause 7.7"However, the Contractor shall continue to bear the risk in respect of such items which continue to remain in his custody."	INCOTERM 2010 consist of various type of Incoterms for Offshore supplies depending on responsibility /risk borne by contractor . We request you to specifically mention the Incoterms (out of INCOTERM 2010 list) which will be used for Offshore material deliveries.	Addendum 2 Sr. N. 26 Page 9 of 18	(Replace the PCC Sub-Clause 7.7 with the following)"Ownership of Plant and MaterialsAdd the following after Sub-Clause 7.7"INCOTERM 2010 will be used for Offshore and Onshore material deliveries. However, the Contractor shall continue to bear the risk in respect of such items which continue to remain in his custody."	Please follow bid condition.	<p>In case of offshore supplies of Plant and Materials by foreign consortium member, the ownership of such Plant and Materials will be transferred to Employer on CIF basis or CIP Indian port of entry.</p> <p>Please confirm the same.</p>	<p>Please refer Addendum & Corrigendum-09A.</p>	
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3	1	2				<p>Reference to the recent notification dated 23rd July 2020, enclosed, from Government of India, amending the General Financial Rules 2017, to enable imposition of restrictions on bidders from countries which share a land border with India on grounds of defense of India, or matters directly or indirectly related thereto including national security. The order notification also mentions that "It does not apply to procurement by the private sector". In addition, as per AnnexIID of the order notification:</p> <p>D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.</p> <p>In view of the above, kindly clarify whether this notification would be applicable for Contract No. DM/ST/COROF/100 for Package 24 and also in case the sub-contractor is from a country which shares land border with India e.g. China. It is to be brought to your notice that all PSD suppliers currently working in India are either from China or are manufacturing PSD's in China. In case this is applicable for this project then there would be very limited supplier base and can adversely impact the overall competitiveness for the project.</p> <p>Kindly confirm at the earliest so that we can provide a most suitable techno-commercial offer for the Contract No. DM/ST/COR-OF/100 for Package 24</p>	<p>Please follow bid condition.</p>							