

Clarification / Deviations						
BIDDING DOCUMENT NO : NVVN/C&M/RE-53/2020-21						
NTPC VIDYUT VYAPAR NIGAM LIMITED						
Clarification to IFB NVVN/C&M/RE-53/2020-21						
SL NO.	SEC/ PART	PAGE NO.	CLAUSE NO.	Subject	COMMENTS / CLARIFICATIONS	Owner's Reply
1	ITB	11 1/10	11.1 (i)	Bidders shall quote all prices in Indian Rupees	"Please allow bid in multiple currencies." or else "Kindly allow for the reimbursement of the any foreign exchange variation on account of payment for imported equipment supplies and services under the project by the Employer to the Contract. The variation should be available for all imported supplies and spares for the, related customs duties and services for all three contracts. The Foreign currency costs on this account shall be declared in the tender. For the purposes of this variation, the base currency conversion rate shall be taken as the rates prevalent on the date 7 day prior to the of the opening of the bids. "	This is a Domestic Comptetive Bid. Currency shall be in Indian rupees only. Provisions of Bid Documents shall prevail.
2	Section II (IB)	19	10.4.	Bid Prices	<i>Please delete the following requirement: Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price (excluding Civil / Structural works price (if applicable) should not be less than 15% of the cumulative total of FOB Price of Main Equipment indicated in Schedule No.1 and Ex-works Price of Main Equipment indicated in Schedule No.2, specified in BDS.</i>	Provisions of Bid Documents shall prevail.
3	Section II (ITB)	32	12.7	Bid Security	Please delete the following: (b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause26.2; (c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the Price bid, contrary to the provisions of bidding documents.	Provisions of Bid Documents shall prevail.
4	GCC		10	Employer's Responsibility	Timely discharge of the payment obligations including the establishment of Letter of Credit shall be responsibility of the Employer	Payment Terms and Procedure shall be as per provisions of Bid Documents.

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5	GCC		12	Terms of payment	Please specify as to how the payments shall be discharged for Foreign Currency Contract placed on Indian Bidder for the imported Component. If the Employer cannot pay in the quoted Currency, the Contractor shall accept payments considering SBI BILLS selling exchange rate as on the due date for the purpose of computing the amounts due.	This is a domestic Bid. All the payment shall be on Ex-works basis in INR only.
6	GCC		12	Terms of payment	Please Add: Interest on Delayed payments shall be made at rate of 3% over and above the MCLR rate of SBI.	Provisions of Bid Documents shall prevail.
7	GCC		10.6.1	Benefits / Exemptions / Concessional Custom Duty for Power Projects	The Employer shall arrange for and provide the registration of the project with the concerned authorities which will be required to complete to conclude the application with the DGFT in order to avail benefits under Sec 98.01	Provisions of Bid Documents shall prevail.
8	GCC		13.2	Advance Payment Security	Please replace "110%" with " 100%" and requirement of validity of BG beyond the Completion from "90 days " to " 30 days". Please delete the following: The advance payment security shall also cover the amount of GST as applicable on the advance payment to be paid to the contractor.	Provisions of Bid Documents shall prevail.
9	GCC		13.3	Performance Security	Please replacerequirement of validity of BG beyond the Defect Liability from "90 days " to " 30 days". Please delete the following: The advance payment security shall also cover the amount of GST as applicable on the advance payment. The Securities shall be denominated in INR (Indian Rupees). Please delete requirement of Joint Deed of Undertaking. Performance Security shall be issued initially for the period to be valid till the Scheduled Operational Acceptance of the facilities. It shall be extended to cover the Defect Liability period 15 days prior to the issue of Operation Acceptance.	Provisions of Bid Documents shall prevail.
10	GCC		14.2	Taxes and Duties	All import duties except the duties on the empty containers in case of Shipper's own containers, including but not limited to Anti - Dumping Duty, Countervailing Dity on subsidised articles, Safeguard Duty and any other tax applicable on such Equipment shall be paid by the Employer. Building and Construction Welfare Cess, if any applicable on the Project shall be to the account of the Employer	Provisions of Bid Documents shall prevail.

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11	GCC		14.4	Taxes and Duties	Please delete. " These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor."	Provisions of Bid Documents shall prevail.
12	GCC		New Clause	Custom Clearance	The Employer shall be "Consignor" and "Importer on Record" for clearing all imported equipment. The Employer shall enter all such documents required for the Ownership and Title transfer like "High Seas Sale" to enable such transaction,	This is a domestic Bid. All supplies shall be taken on Ex-works basis. Provisions of Bid Documents shall prevail.
13	GCC	43	27.2	Defect Liability	Where the Completion of the Facilities or the Operational Acceptance is delayed for reasons not attributable to the Contractor, the Defect liability shall be deemed to have been commenced on the scheduled or such other dates when the Contractor would have been ready in all respects. All payments related to such event shall also be duly discharged.	Provisions of Bid Documents shall prevail.
14	GCC		25.2	Guarantee Test	Please provide the changes as highlighted : If for reasons attributable to the Employer, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of six twelve months from the date of Completion of respective facility, the payment towards Successful Completion of Guarantee Test, shall be released to the Contractor against Bank Guarantee. Such Bank Guarantee shall have one time initial validity of six months one (1) year . The Bank Guarantee shall be extended for any subsequent period, if required, such that the same remains valid till the Successful Completion of Guarantee Test.	Provisions of Bid Documents shall prevail.
15	GCC		27.8	Defect Liability	Extended Defect Liability shall in no event exceed 24 months from date of the start of the Original Defect Liability period.	Provisions of Bid Documents shall prevail.
16	GCC		27.8.1	Defect Liability	Please delete the following : The contractor's liability for latent defects warranty shall be limited to a period of five (5) years from the end of Defect Liability Period. For the purpose of the this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period in this GCC clause 27, but later.	Provisions of Bid Documents shall prevail.
17	GCC		31.1	Transfer of Ownership	The Employer shall enter all such documents required for the Ownership and Title transfer like "High Seas Sale" to enable such transaction.	This is a domestic Bidding. All supplies shall be taken on ex work basis. Provisions of Bid Documents shall prevail.

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18	GCC		34	Insurance	The Employer shall ensure to keep in place adequate Machinery Breakdown Insurance for the entire plant during the Operations and Maintenance period.	Machinery Breakdown Insurance during O&M period also shall be in the scope of bidder. Provisions of Bid Documents shall prevail.
19	GCC		36	Change in Laws and Regulations.	Please delete. " These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor."	Provisions of Bid Documents shall prevail.
20	SCC		5.1	Securities (GCC 13.5(a))	The Contractor shall submit a PBG of 10% of the Annual O&M charges which shall be renewed on an annual basis.	Provisions of Bid Documents shall prevail.
21	GCC		10	Suspension (GCC 41.3)	Rate for Reimbursement of BG charges shall be 1% p.a + GST, or actual which ever is lower.	Provisions of Bid Documents shall prevail.
22	SCC		21	GCC 13.2.1	Please replace 30 days in case of 90 days. Please replace 110% by 100%	Provisions of Bid Documents shall prevail.
23	SCC		26	new GCC clause 47	Please delete and replaced with "Any delay in the payment of due invoice shall attract interest on delayed payment at the rate of SBI MCLR plus 3% p.a."	Not acceptable to NVVN. Provisions of Bid Documents shall prevail.
24	Section-VII (Part 3 of 3)		Sl. 2	Bid Security format	Please include the clause. "The Bank Guarantee is personal to the Employer only and is not assignable." The Bid Security shall be extensible at the instructions of the Bidder by the bank at their sole discretion	Bid security has to be submitted as per the format in bid document. Provisions of Bid Documents shall prevail.
25	Appendix 1	1	All clauses pertaining to Initial Advance	Terms of payment	The initial advance shall be interest free. The Advance Bank Guarantee shall be valid for a period of 30 days and not 90 days from the Scheduled Date of completion. Performance security shall be valid for a period of 30 days from the Scheduled Date of Completion.	Provisions of Bid Documents shall prevail.
26	Appendix 1	2,5	A1. (II) , B1 (II)	Terms of payment	Please replace 60 % with 70%	Provisions of Bid Documents shall prevail.
27	Appendix 1	2,5	A1. (III) , B1 (III)	Terms of payment	Please replace 15 % with 10%	
28	Appendix 1	2,5, and 9	A1. (IV) (a) and (b) , B1 (III) (a) and (b), E (III) (a) and (b)	Terms of payment	Please replace 5 % with 2.5%. In the event, the issue of "Completion Certificate" and " Operational Acceptance Certificate" by the Project Manager is held for reasons not attributable to the Contractors, the payments shall be released on the dates on which it otherwise would have been due.	

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29	Appendix 1	12	f(III)	Terms of payment	Please replace 10 % with 5%. In the event, the issue of "Completion Certificate" and " Operational Acceptance Certificate" by the Project Manager is held for reasons not attributable to the Contractors, the payments shall be released on the dates on which it otherwise would have been due.	
30	Appendix 1	13	I (ii)	Terms of payment	All import duties except the duties on the empty containers in case of Shipper's own containers, including but not limited to Anti - Dumping Duty, Countervailing Duty on subsidised articles, Safeguard Duty and any other tax applicable on such Equipment shall be paid by the Employer.	All supplies shall be taken by NVVN on Ex Works basis only. Only GST shall be paid as per provisions of bid documents.
31	Appendix 1	14	k	Terms of payment	Please replace requirement of PBG of 25% of the O&M 3 years charges with 10% of the Annual O&M Contract.	Provisions of Bid Documents shall prevail.
32	Appendix 1	16	2.1	Payment procedure	Please specify how will a Foreign Currency payment be made to an Indian Bidder for the imported items.	This is a domestic Bid, Currency shall remain in Indian rupees only. Provisions of Bid Documents shall prevail.
33	Appendix 1	17	4	Due Dates of Payment	Please replace 45 days with 21 days	Provisions of Bid Documents shall prevail.
34	Appendix 1	17	5.1	Mode of Payment	Please add the Employer shall establish an irrevocable Letter of Credit within 45 days of Date of Award for the payment towards the despatch and receipt of material at the site.	The value of L/C will be as per payment schedule for each quarter and valid for a quarter. It will be the responsibility of the Contractor to utilize the L/C to the fullest extent.
35	Appendix 1	17	New Clause		Any delay in the payment of due invoice shall attract interest on delayed payment at the rate of SBI MCLR plus 5% p.a.	Not acceptable to NVVN. Provisions of Bid Documents shall prevail.
36	Section-VII (Part 3 of 3)	6		PERFORMANCE SECURITY FORM	Please include the clause. "The Bank Guarantee is personal to the Employer only and is not assignable." The Performance Security shall be extended by the Bank on instructions of the Contractor at the sole discretion of the Bank.	Bank Guarantee has to be submitted in the format as per bid documents.
37	Section-VII (Part 3 of 3)	7		7. BANK GUARANTEE FORM FOR ADVANCE PAYMENT (SUPPLY EX-WORKS)	Please include the clause. "The Bank Guarantee is personal to the Employer only and is not assignable.". Please replace "12.2%" to "10%". The BG shall be extended by the Bank at the sole discretion of the bank on the instructions of the contractor.	Bank Guarantee has to be submitted in the format as per bid documents.
38	ITB clause 28			Methodology regarding Purchase Preference is specified in Annexure-II to BDS as per DPIIT circular dated 04.06.2020 regarding "Make in India".	Please confirm if the project qualifies under the clause 3 (a) of the PPP Make in India order and subsequently only "Class- I Supplier " can only apply for the tender.	Purchase preference shall be given to Class I Supplier in accordance with the DPIIT Circular.

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39	Appendix 1	18	6	Separate bank account	Please delete the requirements of separate bank account for Erection/ Civil/ Site Fabricated Structural works	Provisions of Bid Documents shall prevail.
40	GCC	21	13.2.2	Advance Payment Security	Please delete the following requirement: <i>The cumulative amount of reduction at any point of time shall not exceed seventy five percent (75%) of the advance and the amount of GST paid on the advance amount corresponding to cumulative value of the respective equipment/Facilities supplied and received as per certificate issued by the Project Manager. The balance shall be released after ninety (90) days beyond Completion.</i>	Provisions of Bid Documents shall prevail.
41	GCC	129	22.4	Opportunities to other Contractors	Employer to provide Extension of Time for any delay incurred by Contractor for the reason of opportunities provided by Contractor to other contractor(s). Please confirm	Provisions of Bid Documents shall prevail.
42	GCC	107	7.3.1.7	Scope of Facilities	Employer's right to order spare parts directly from vendor shall be granted only after termination of the Contract or expiration of the Contract. Please confirm	Provisions of Bid Documents shall prevail.
43	GCC	140	30	Limitation of Liability	As per Contractors' understanding, for the purpose of Limitation of Liability, the Employer shall consider the value of each contract. Please confirm.	Provisions of Bid Documents shall prevail.
44	GCC	138	27.8.1		Please delete the following : The contractor's liability for latent defects warranty shall be limited to a period of five (5) years from the end of Defect Liability Period. For the purpose of the this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period in this GCC clause 27, but later.	Provisions of Bid Documents shall prevail.

PRE-BID QUERIES

IFB DOCUMENT NO. : 'NVVN/C&M/RE-53/2020-21'

Project : 50 MW GAS POWER PROJECT AT HOPE TOWN, PORT BLAIR, ANDAMAN AND NICOBAR

Commercial						
SL NO.	SEC/ PART	PAGE NO.	CLAUSE NO.	SPECIFICATION REQUIREMENT OF TENDER	COMMENTS/ CLARIFICATIONS	Owner's reply
1	SECTION - III BID DATA SHEET (BDS)		E. BID OPENING AND EVALUATI ON	Currency chosen for purpose of evaluation: Indian Rupees	For a successful bidder Imported Gas Engine gensets and Imported mandatory Spares will be procured around 15th month of LOA (i.e. atleast 20 months from now), 3 years O & M Imported Spares will be procured post 28th month of commissioning (i.e April 2023 to March 2026) and recommended Imported spares to be quoted for 3 years post O & M completion (i.e April 2026 to March 2029). It is practically impossible to quote for any bidder imported supplies in INR for next 9 years by assuming rates based on foreign currency fluctuation and variation. We request NVVN to arrange provision of dual currency quote for all imported supplies and not accept bidder to quote on assumption of foreign currency rate for next 9 years, it may lead into wrong estimation not only for bidder but also increase the overall budget of the project and wrong operational estimation for the owner. Such act may jeopardize execution of the project incase all imported supplies quoted on hypothesis & prediction of foreign currency for next 9 years.	This is a Domestic Competitive Bidding. Currency shall remain Indian Rupees only. Provision of bid document shall prevail.
2	SECTION II -INSTRUCTI ON OF BIDDERS (ITB)	Page No. 9 of 38	8.1.1.2 (c) Subcontractors Proposed by the Bidder	(c) Attachment 5: Subcontractors Proposed by the Bidder (To be submitted along with Techno-Commercial Bid: Envelope-I) Page No. 11 & 12 The Bidder shall include in its bid details of all major items of supply or services that it proposes to purchase or sublet and shall give details of the name and nationality of the proposed Subcontractor, including vendor, for each of those items. Bidders are free to list more than one Subcontractor/Vendor against each item of the facilities. Quoted rates and prices will be deemed to apply to whichever Subcontractor/Vendor is appointed, and no adjustment of the rates and prices will be permitted. The Bidder shall be responsible for ensuring that any plant, equipment or services to be provided by the Sub-Contractor/Vendor comply with the requirements of ITB subclause 8.1.1.2 (a).	In attachment 5 -we understand bidder have to list main supply items inline with the vendor list or desired PTR as required which is part of technical requirement.	Provision of bid document are clear and shall prevail.

3	SECTION II -INSTRUCTION OF BIDDERS (ITB)	Page No. 15 of 38	10.4 (d)	Installation Services including Erection and Civil & Allied Works (as applicable) shall be quoted separately (Schedule No. 3) and shall include rates or prices for all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, charges for insurance covers other than inland transit Insurance, charges for Safety Aspects/Compliance to Safety Rules including Operations and Maintenance services (as applicable), the provision of operations and maintenance manuals, training of employer's personnel, etc., and other services, as identified in the Bidding Documents, as necessary for the proper execution of the Installation Services. i) Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price (excluding Civil/Structural works price) should not be less than 15% of the Ex-works Price of Main Equipment indicated in Schedule 1.	Request NVVN to change installation Price (excluding Civil / Structural works price) to 5% of the of Main Equipment indicated in Schedule No.1. Value of Material covered under schedule No. 1 (Imported scope of supply & Indiginous Scope of supply) is much higher while installation & erection (without civil & structural works) is much lower in comparison to 15% as indicated by NVVN. Keeping 15% towards installation and services is impractical and unrealistic & further it affect working capital of the bidder. Hence, request NVVN to keep installation Price as realistic to 5% max. of the cumulative total of Main Equipment Imported scope of supply & Indiginous Scope of supply.	Provision of bid document shall prevail.
4	SECTION II -INSTRUCTION OF BIDDERS (ITB)	Page No. 15 of 38	10.4 (c. ii)	Bidders are advised to price their bids in such a manner that the component for 'Amount linked to Safety Aspects/ compliance to Safety Rules' should not be less than 2.5% of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works.	Bidders requested as value quantam of service portion (Civil+Installation/Erection + Structural works) is quite high to consider component for 'Amount linked to Safety Aspects / compliance to Safety Rules', it should be realistic to maximum 1 % of the cumulative total of Service Portion of the Contract. Request necessary acceptance.	Provision of bid document shall prevail.
5	SECTION II -INSTRUCTION OF BIDDERS (ITB)		10.6.3	Custom Duty	We request custom duty for imported genset along with mandatory spares & spares supply during O & M to be part of NVVN scope. In such situation we understand high sea sale agreement shall be done by the employer for imported supplies.	Since this is a domestic bidding, NVVN shall take all supplies on Ex Woks basis. No High Sea Sale is applicable for NVVN.
6	SECTION II -INSTRUCTION OF BIDDERS (ITB)	Page 17 of 38	10.7 Price Basis	Price Basis - Prices quoted by the Bidder shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour, material, etc. in accordance with the procedures specified in Appendix-2 to the Form of Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. The price adjustment provision will not be taken into consideration in bid evaluation. Bidders must indicate the name, source and origin of labour and material indices along with their base values and corresponding coefficients in relevant Attachment to bid.	We understand Attachment -21 (Price Adjustment data) bidder needs to consider base month index as per original bid opening date month. Please confirm Price adjustment is applicable for Imported supply, Indigenous supply, Civil & E& C items .	Provision of bid document are clear and shall prevail.

7	SECTION II –INSTRUCTION OF BIDDERS (ITB)	(Page No .33 of 38)	F. Award of Contract	30. Award Criteria 30.2 The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his bid security will be forfeited. 30.3 The Employer reserves the right to vary the quantity of any of the Spares and/or delete any item of Spares altogether at the time of Award of Contract.	In case of increase in the Quantity of spares ,Price should also be increased .We understand NVVN will pay bidder extra price for additional spares quantities.	Price paid to bidder for spares will be as per their quoted rates and will be paid for the quantity of spares finalised by NVVN at the time of Award.
8	SECTION II –INSTRUCTION OF BIDDERS (ITB)	(Page No .33 of 38)	30.4	First and Second Contracts, except O&M Contract, will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on the Employer to terminate the other Contracts also at the risk and the cost of the Contractor.	We request first contract to split into 2 contracts namely Imported supply & Indigenous supply. Although for service contract separate PO will be issued by NVVN for ease of execution but imported +indigenous +Service contract PO basic values without taxes will be considered single contract only. Functional liabilities of Net output & Heat rate will be calculated on total PO value of Imported Supply + Indigenous Supply + Services. O & M is a separate contract not link to these 3 contracts. Breach of O & M contract can not be constituted as breach of other contract consisting of Imported Supply + Indigenous Supply + Services. Functional Liability of 90 % Availability shall be levied on O & M Contract value.	Provision of bid document are clear and shall prevail.
9	SECTION II –INSTRUCTION OF BIDDERS (ITB)	(Page No 35 of 38)	34 Performance Security	34.1 Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish performance securities for ten percent (10%) of Contract Price for all the contracts and in the form provided in the section "Forms and Procedures" of the bidding documents. In case Deed(s) of Joint Undertaking by the Contractor along with his associate(s) /collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s) / collaborator(s) for amount(s) specified in Bid Data Sheets shall be furnished within twenty-eight (28) days after Notification of Award. These Bank Guarantees shall be furnished in the form provided in the section "Forms and Procedures" of the bidding documents and shall be valid till such period as specified in the corresponding format for Deed of Joint Undertaking.	1.We understand separate Performance security bank guarantee for each contract is applicable and it may vary from different banks. 2. Please confirm Performance security bank guarantee for each contract shall be on basic contract amount excluding custom duty & GST. 3. Please confirm Performance security bank guarantee for O & M contract to be provided 7 days prior to trial run as per cl no. 34.1 of the tender 4. Please since deed of joint undertaking is not applicable for this tender hence the Performance security bank guarantee from associates is also not applicable.	1. The Bank Guarantees submitted towards Performance Security shall be essentially from any of the Banks listed in Annexure-I to SCC. 2. All taxes and duties are to be inclusive in the quoted price (Except GST). 3. Performance guarantee shall be provided as specified in Bidding document only. 4. Bank Guarantee from associate is not applicable for this bid.

10	SECTION II -INSTRUCTION OF BIDDERS (ITB)	(Page No 35 of 38)	Clause no. 34.1	In case Deed(s) of Joint Undertaking by the Contractor along with his associate(s) / collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s) / collaborator(s) for amount(s) specified in Bid Data Sheets (If Any) shall be furnished within twenty-eight (28) days after Notification of Award. These Bank Guarantees shall be furnished in the form provided in the section "Forms and Procedures" of the bidding documents and shall be valid till such period as specified in the corresponding format for Deed of Joint Undertaking.	We understand deed of Joint undertaking and related clause and forms are not applicable for this project. Hence Bank Guarantees from Associates are not required	DJU FROM ASSOCIATES ARE NOT APPLICABLE. Hence no BG from Associate is applicable.
11	GENERATOR CONDITIONS OF CONTRACT (GCC)	Page 1 of 76	Definitions 1.1	"Contract" means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.	Imported Supply + Indigenous supply + service are treated as single contract and O & M is treated as separate contract.	Construction of contract is clearly defined at Clause 3.6 of GCC and shall be applicable for all the bidders.
12	GENERATOR CONDITIONS OF CONTRACT (GCC)	Page 10 of 76	Clause No. 6.3.1 Arbitration	If the process of mutual consultation and/or ESC fails to arrive at a settlement between the parties as mentioned at GCC Sub-Clauses 6.1 & 6.2 above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, with a copy for information to the ESC (as applicable), of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. total amount of Claims excluding claims of interest) does not exceed Rs. 25 crores. In case the disputed amount exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the claim amount is only up to Rs. 5 lakhs	We understand 25 Crores claim exclude interest and exclude counter claim. Any dispute raised by a party shall be adjudicated by a Panel of three Arbitrators, One arbitrator to be appointed by each party and both the arbitrators shall appoint the Presiding arbitrator, whose decision shall be final and binding on both the party.) Request NNVN to delete the clause which says that Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by Chairman.	Provision of bid document are clear and shall prevail.

13	GENERATOR CONDITIONS OF CONTRACT (GCC)	Page 14 of 76	Clause No. 7.3 .1	The Contractor agrees that the spare parts recommended by him for 3 years operation and quoted in Schedule No. 5 shall be supplied by him at the same terms and conditions as are otherwise applicable to this Contract. Further, the Contractor also agrees to supply spare parts required for the operation and maintenance of the Facilities as per provision of subsequent paragraphs of this Sub-Clause	As per price schedule - Schedule 5 has been stated as " Taxes and Duties ". We request to share correct price schedule format as applicable.	The Clause 7.3.1 of GCC to be read with following correction: The Contractor agrees that the spare parts recommended by him for 3 years operation and quoted in Schedule No. 4 shall be supplied by him.....
14	GENERATOR CONDITIONS OF CONTRACT (GCC)	Page 15 of 76	Clause No. 7.3.1.7	The Contractor will provide the Employer with all the addresses and particulars of his sub-suppliers while placing the order on vendors for items/components/equipment covered under the Contract and will further ensure with his vendors that the Employer, if so desires, will have the right to place order for spares directly on vendors on mutually agreed terms based on offers of such vendors.	We understand spare placement order of Gas Genset will be done to bidder based on OEM's recommendation letter.	Employer reserves the right to place order for spares on OEMs directly.
15	GENERATOR CONDITIONS OF CONTRACT (GCC)	Page 14 of 76	Clause No. 7.3.1 Scope of Facilities	The Contractor agrees that the spare parts recommended by him for 3 years operation and quoted in Schedule No. 5 shall be supplied by him at the same terms and conditions as are otherwise applicable to this Contract. Further, the Contractor also agrees to supply spare parts required for the operation and maintenance of the Facilities as per provision of subsequent paragraphs of this Sub-Clause.	There is no provision in schedule 5 to quote recommended spare parts. Request to share corrected Price format.	The Clause 7.3.1 of GCC to be read with following correction: The Contractor agrees that the spare parts recommended by him for 3 years operation and quoted in Schedule No. 4 shall be supplied by him.....
16	GENERATOR CONDITIONS OF CONTRACT (GCC)	Page 15 of 76	Clause No. 7.3.1.9	The prices of all future requirements of item of spares beyond 3 years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by Employer as a part of mandatory spares or recommended spares, or from the rates of mandatory spares or recommended spares as quoted by / negotiated with the Contractor. Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the main Contract excepting that the base indices will be counted from the scheduled date of Commissioning of the last equipment under the main contract and there will be no ceiling on the amount of variation in the prices. The above option for procuring future recommended spares by the Employer shall remain valid for the period of 5 years from the date of Commissioning of the equipment.	We understand Attachment -21 (Price Adjustment data) bidder needs to consider base month index as per original bid opening date month.	Price adjustment shall be as mentioned in Appendix 2 to attachment 5 of Section VII Book 3 of 3, read in conjunction with the values filled in Attachment 21 by the bidder.

17	GENERATOR CONDITIONS OF CONTRACT (GCC)		Clause No. 7.3.1.13 The Contractor shall warrant that all spares supplied will be new and in accordance with the Contract Documents and will be free from defects in design, material and workmanship and shall further guarantee as under: (i) For 3 years operational spares (both mandatory and recommended) a) For any item of spares ordered or to be ordered by the Employer for 3 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/component, the Defect Liability Period will be twelve (12) months from the scheduled date of commercial operation of main equipment/plant under the Contract. 'Commercial Operation' shall mean the conditions of operation in which the complete equipment covered under the Contract is officially declared by the Employer to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the Employer, however, shall not relieve or prejudice the Contractor any of his obligations under the Contract. In case of any failure in the original component/equipment due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to the Employer unless a joint examination and analysis by the Employer and the Contractor of such spare parts prove that the defect found in the original part that failed can	Bidder clarifies that the defect liability period of replaced parts & other spare parts (used/ un-used) recommended, mandatory, long term maintenance lapse with the defect liability period of the main contract.	Provision of bid documents are clear and shall prevail.
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18	GENERAL CONDITION S OF CONTRACT (GCC)	Page 22 of 76	Clause No. 14.2 -Taxes and Duties	Notwithstanding GCC Sub-Clauses 14.1 above, the Employer shall bear and pay/reimburse to the Contractor Goods and Services Tax (GST) applicable on: (a) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country specified in Price Schedule No. 1 (and also on locally supplied Recommended Spare Parts quoted in Price Schedule No. 4, when awarded) to be incorporated in the Facilities, by the law of country where the site is located, (b) local transportation & insurance, other local costs incidental to delivery of plant & equipment including mandatory spares specified in Price Schedule No. 2 (and also of locally supplied Recommended Spare Parts quoted in Price Schedule No. 4, when awarded) and (c) Installation Services including Erection, Civil & Allied Works and O&M Services and other services specified in Price Schedule No. 3. However, all other taxes, duties & levies as may be applicable on goods and services specified in Price Schedules Nos. 1, 2 & 3 and on the materials used for civil construction works and erection & commissioning shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer	We understand bidder has to consider any Anti-dumping duty, Counter- vailing duty on subsidised articles, Safeguard duty etc and any other tax including GST, levies, cess etc. applicable on such additional duties, if imposed on Plant and Equipment as part of the bid. Any subsequent change in law & it's risk post bid submission gets covered by NVVN GCC.	All the Taxes and duties(Except GST) shall be covered in the price quoted by the bidder. NVVN shall pay only GST on the quoted prices.
19	GENERAL CONDITION S OF CONTRACT (GCC)	page 42 of 76	Clause No. 25.2.2 Guarantee Test	If for reasons attributable to the Employer, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of twelve months from the date of Completion of respective facility, the payment towards Successful Completion of Guarantee Test, shall be released to the Contractor against Bank Guarantee. Such Bank Guarantee shall have initial validity of one (1) year. The Bank Guarantee shall be extended for any subsequent period, if required, such that the same remains valid till the Successful Completion of Guarantee Test.	If there is delay in completion of guarantee test for a period more than one year due to the reasons attributable to NVVN then Factory Acceptance Test shall be considered as completion of facilities as well as guarantee tests. It is unfeasible to have open ended extension for unlimited time for arrangement to conduct completion of guarantee test at site as bidder needs to demobilize & remobilize the site along with ensuring upkeep of the plant facilities for their optimum operation. Such expense provision is not kept as part of tender price schedule. Request NVVN to please do necessary changes in price schedule.	Provision of bid document are clear and shall prevail.
20	GENERATOR CONDITION S OF CONTRACT (GCC)	page 52 of 76	Clause No 34. Insurance	(f) Employer's Liability In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.	We understand contract related insurances as defined in the tender is in bidder's scope. Any further insurances as specified in tender document confirming employer is in employer's scope.	Insurance Requirements shall be as mentioned in Apendix 3 to attachment 5 of Section VII Book 3 of 3

21	Special Conditions (SCC)		(SCC No.- 5.1)	13.5 (a) Security against O&M charges-The successful Bidder, to whom the work is awarded, shall provide Bank Guarantee of Twenty Five percent (25%) of the 03 years O&M charges as per contract from a Bank listed at Annexure-I to SCC, in the form as provided in Section-VII (Forms and procedures)- Form of security against O&M charges, in favor of Employer.	As per standard practices of PSU's / Government governing rules and regulations for Bank Guarantee, BG is provided for 10 % of the annual PO value . Hence we request to change the clause 13.5 as " Security against O&M charges-The successful Bidder, to whom the work is awarded, shall provide Bank Guarantee of Ten percent (10%) of the annual O&M charges as per contract from a Bank listed at Annexure-I to SCC, in the form as provided in Section-VII (Forms and procedures)- Form of security against O&M charges, in favor of Employer.	Provision of bid document are clear and shall prevail.
22	Special Conditions (SCC)		(SCC No. 21) 13.2.1 Replace Sub-Clause 13.2 (Advance Payment Security)	The Contractor shall, within twenty-eight (28) days of the Notification of Award of Contract, provide a security in an amount equal to the advance payment for supply of Plant & Equipment and 110% of the advance amount for Installation Services and Civil & Allied Works calculated in accordance with Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the currency or currencies of the Contract, with an initial validity of up to ninety (90) days beyond the schedule date of Completion of the last facility covered under the package in accordance with GCC Clause 24. However, in case of delay in completion of the facilities under the package, the validity of this security shall be extended by the period of such delay. The advance payment security shall also cover the amount of GST as applicable on the advance payment to be paid to the contractor.	We understand ABG Amount consisting of basic contract value excluding GST has to be submitted. Bidder needs to submit ABG as early as possible for claim of advance without any restriction of upper time limit.	Provision of bid document are clear and shall prevail.
23	TERMS AND PROCEDURES OF PAYMENT		TERMS OF PAYMENT	Schedule No.2 : Plant and Equipment's (excluding Mandatory Spares) quoted on Ex-works (India)basis	Request to ammend the price schedule as per terms of Payment specifing schedule no 2 to quote plant & equipment on exworks price in INR for Indigenous scope. Hence Schedule 1 exclusive for Imported supplies in Dual Currency needs to be ammended.	Para A of APPENDIX I: Terms and Procedure of Payment to be read a: Schedule No.1 : Plant and Equipment's (excluding Mandatory Spares) quoted on Ex-works (India)basis This is a Domestic Competitive Bidding. Currency shall remain Indian Rupees only and Supplies shall be accepted by NVVN as Ex Works only.

24	VOLUME-V PERFORMANCE GUARANTEES	Page 13 of 13	Clause 3.02.00	Contractor's aggregate liability to pay liquidated damages for failure to attain the functional guarantee shall not exceed twenty five percent (25%) of the total Contract Price i.e. sum of all the four contract price. The functional guarantees shall include net heat rate of the engine, net output of genset and availability of plant.	We request to consider Contract comprising imported supply, indigenous supply, E & C as one contract & O & M As a separate contract. Accordingly CPBG will be submitted post NOA covering imported supply, indigenous supply, E & C values. BG for O & M contract to be submitted 7 days prior to start of O & M. Hence liquidated damages need to be separated based on respective contract value. So request NVVN to Please amend the clause 3.02.00 as that " The Contractor aggregate liability to pay liquidated damages for failure to attain functional guarantee covering net output and heat rate shall not exceed 25% of Price of imported supply, indigenous supply, E & C values . Functional guarantee on availability of plant is part of O & M package. Hence aggregate liability to pay liquidated damages for failure to attain functional guarantee covering availability of plant shall not exceed 25% of Price of O & M contract since this is a separate contract .	Provision of Bid Document is clear and shall prevail.
25	Price Bid			Price schedule	Request to separate the price schedule for Imported & Indigenous equipments & spares supply along with flexibility to quote in Dual currency.	This is a Domestic Competitive Bidding. Currency shall remain Indian Rupees only
26	Bid Document Commercial			5. Mode of Payment	Request separate Letter of Credit will be established by employer for Imported plant & machinery & separate LC for Indigenous Scope.	This is a Domestic Bid, NVVN shall accept all supplies on ex works basis.