

**EPC Pkg for Andaman & Nicobar Gas Power Project (50 MW)  
Pre Bid Clarifications – Commercial**

| SL. NO. | ENQUIRY SPECIFICATION                 |                                                           |                          |                                       | SPECIFICATION REQUIREMENT                                                                                                                                                                                                                                                                                                                                                    | COMMENTS / CLARIFICATIONS                                                                                                                                                                                                                                                                                                             | Owner's Reply                                                                                                                                                                                                                                                                                                                                                                                                        |
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|         | SEC/ PART                             | SUB SEC.                                                  | PAGE NO.                 | CLAUSE NO.                            |                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.      | Invitation for Bids (IFB) first Pages | Bidding Documents Section VII : Forms and Procedures (FP) | Page 3 of 609 (pdf file) |                                       | Forms, Procedures, Attachments                                                                                                                                                                                                                                                                                                                                               | We request to provide editable copies (word / excel files) of all forms, attachments etc. required to be submitted with the bid                                                                                                                                                                                                       | Forms and Attachments are standard and no editing is allowed in it.                                                                                                                                                                                                                                                                                                                                                  |
| 2.      |                                       | Acronym                                                   | Page 5 of 609 (pdf file) | Notes                                 | Acronym                                                                                                                                                                                                                                                                                                                                                                      | The terms EXW, CIF, etc. shall be governed by the rules prescribed in the current edition of INCOTERMS, published by the international chambers of commerce, 38, Cours Atbert 1er. 75008, Paris, France.                                                                                                                              | Provisions of Bid documents are clear and shall prevail.                                                                                                                                                                                                                                                                                                                                                             |
| 3.      | Section I                             | Invitation For Bids                                       | Page 1 of 8              | 2.0 BRIEF SCOPE OF WORK IV)           | Compliance with statutory requirements and obtaining clearances from statutory authorities, wherever required.                                                                                                                                                                                                                                                               | We request Employer to obtain licenses, permits, statutory approvals etc. as required & we can support in preparing documentation as required. Also, with respect to scope related to civil work, tree cutting is required. Are requisite approvals and permission in place for tree cutting to carry out civil work. Please confirm. | Volume VII of PART A, SECTION VI (Technical Specification) shall prevail in this regard.                                                                                                                                                                                                                                                                                                                             |
| 4.      |                                       |                                                           | Page 2 of 8              | 2.0 BRIEF SCOPE OF WORK xv)           | Operation and Maintenance of Power Plant including spares & consumables for the period of 03 years after take-over of the plant, post successful completion of initial/trial operations & Performance guarantee tests including Demonstration tests (whichever occurs later).                                                                                                | Is O&M only for the power plant and its related equipment only or is it for the complete scope under this tender project including desalination plant, solar PV etc. Please confirm.                                                                                                                                                  | Bidder may refer Clause 3.00.00 of Volume VII, Part B of Section VI. The Bidder shall be responsible for the complete Operation and Maintenance of the entire power plant during the O&M period including disposal of effluents and other oily and non- oily wastes generated during O & M period inside plant i.e. all equipment supplied by Bidder which is erected and commissioned as per the scope of contract. |
| 5.      |                                       | Detailed Specification                                    | Page 2 of 8              | 4.0 Schedule                          | Last Date for receipt of queries from bidders (if any) * 30.07.2020<br>Bid Submission End Date & Time Upto 25.08.2020 by 1700 Hrs. (IST)                                                                                                                                                                                                                                     | We request to extend queries submission by one week i.e. by date to 21.08.2020. Also, we request to extend the bid submission date minimum by 2 months to 25.10.2020. This is requested in view of clarification on queries to be received, visiting the site, getting vendor quotes for bought out items etc.                        | Bid submission Date extended to 28-09-2020                                                                                                                                                                                                                                                                                                                                                                           |
| 6.      | Section II                            | Instruction to Bidders                                    | Page 4 of 38             | 5. Clarification on Bidding Documents | The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully. | This is a very large project on EPC scope basis. We request for the site visit for 2-3 working days. Please advise on process and necessary approvals for visiting the site. Also, we request to extend bid submission date by minimum 2 months to submit complete and accurate bid timely.                                           | Bidder may intimate the Employer regarding their plan of site visit. However no as such approvals are required for visiting the site.                                                                                                                                                                                                                                                                                |

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| 7.  |  |  | Page 9 of 38  | 8.1.2 Documents to be submitted online                         | (c) Attachment 5 : Subcontractors Proposed by the Bidder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Vendor list provided with the tender does not cover correct vendor as applicable for reciprocating engine base power plant. As such bidder should be allowed to consider its established standard vendors (including for generator, air bottle etc.)             | For sub contracting, bidder to refer clause 19 of GCC.                                                                                                             |
| 8.  |  |  | Page 12 of 38 | 8.2.1 The Bidder shall fill up                                 | (i) Attachment 1P: Declaration regarding Import content<br><br>Bidder may further note that the relevant certificate for claiming the custom duty benefits shall be issued on the aforesaid declaration basis only                                                                                                                                                                                                                                                                                                                                            | We have noted the Customs notification in this regard and will discuss about the processing of the same                                                                                                                                                          | Provisions of Bid documents are clear and shall prevail.                                                                                                           |
| 9.  |  |  | Page 15 of 38 | 10.4 In the Schedules, Bidders shall give the required details | 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.<br><br>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 | % Amount for installation works and safety aspect are not envisaged as minimum of these percentages. This needs to be reviewed and payment mechanism linked for minimum % need to be cancelled.                                                                  | Provisions of Bid documents are clear and shall prevail.                                                                                                           |
| 10. |  |  | Page 15 of 38 | 10.5                                                           | The terms EXW, etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38, Cours Albert 1er, 75008, Paris, France.                                                                                                                                                                                                                                                                                                                                                           | We understand that Incoterms 2010 shall be followed for delivery terms. Please confirm.                                                                                                                                                                          | Incoterms shall be governed by GCC clause 10.5.                                                                                                                    |
| 11. |  |  | Page 16 of 38 | 10.6.1                                                         | 10.6.1 Bidder may ascertain the availability of Custom Duty benefits available under Chapter 98.01 of the Customs Tariff Act for import of goods which are required for incorporation in the facilities under the Contract.                                                                                                                                                                                                                                                                                                                                   | We have noted the Customs notification in this regard and will discuss about the processing of the same.                                                                                                                                                         | Provisions of Bid documents are clear and shall prevail.                                                                                                           |
| 12. |  |  | Page 17 of 38 | 11.1                                                           | 11.1 Bidders shall quote all prices in Indian Rupees only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Bid Price shall also include imported supplies in foreign currencies. In which currency these imported supplies be quoted? how the foreign exchange variation will be taken care off for the imported equipment supply as well as O & M Duration? Please advise. | This is a Domestic Competitive Bidding. Currency shall remain Indian Rupees only. All supplies shall be taken by NVVN as Ex Woks. Bidder has to quote accordingly. |

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| 13. |            |     | Page 34 of 38 | 30.4 | (i) First Contract: For Ex-works (India) supply of plant and equipment including Type Test charges and mandatory spares.                                                                                                                                                                                                                                                                                                                 | We need to discuss about handling off-shore content and impact of exchange rate variation considering procurement of important equipment on offshore basis. Therefore, we request for price bifurcation for offshore and onshore content including payment mechanism separately. | This is a Domestic Competitive Bidding. Currency shall remain Indian Rupees only. . All supplies shall be taken by NVVN as Ex Woks. Bidder has to quote accordingly.<br><br>Provisions of bidding documents shall prevail.                                                                                                                                                                                                                                      |
| 14. |            |     | Page 34 of 38 | 32.2 | Upon the successful Bidder's furnishing of the performance securities pursuant to ITB Clause 34, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Sub-Clause 12.5.                                                                                                                                                                                                        | This clause is contradictory with respect to clause 12.5 for time of release of bid security of unsuccessful bidder on notification of award only.                                                                                                                               | Bid Security of unsuccessful bidders shall be released on Notification of Award as per sub-clause 12.5 of ITB.                                                                                                                                                                                                                                                                                                                                                  |
| 15. | Section IV | GCC | Page 22 of 76 | 13.5 | The Bank Guarantees<br>The bank guarantee submitted from within India towards Advance Payment Security, Contract Performance Security and Security for Deed of Joint Undertaking (if applicable) shall be issued on a stamp paper of appropriate value as per stamp act prevailing in the State of the issuing Bank in India or the state of U.P. in India or the State from where the BG shall be operated, whichever is higher.        | Clarity is required on specific requirement for stamp duty.                                                                                                                                                                                                                      | GCC Clause 13.5 to be read as below:<br><br>The bank guarantee submitted from within India towards Advance Payment Security, Contract Performance Security and Security for Deed of Joint Undertaking (if applicable) shall be issued on a stamp paper of appropriate value as per stamp act prevailing in the State of the issuing Bank in India or the state of Delhi in India or the State from where the BG shall be operated, whichever is higher.         |
| 16. |            |     | Page 40 of 76 | 24.2 | 24.2 Within seven (7) days after receipt of the notice from the Contractor under GCC Sub-Clause 24.1, the Employer shall supply the operating and maintenance personnel and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services as specified in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement, required for Pre-commissioning of the Facilities or any part thereof. | Request to provide Appendix 6 mentioning scope of the Employer clearly. Also, please confirm if O&M personnel, raw materials, utilities, lubricants, chemicals etc. as mentioned in clause 24.2 shall be supplied by Employer.                                                   | Hereby it is confirm that no O&M personnel, raw materials, utilities, lubricants, chemicals etc. shall be supplied by the Employer. The Bidder shall provide all the construction equipment, tools, tackles and scaffoldings required for pre-assembly, installation, testing, commissioning and conducting Guarantee tests of the equipments covered under the Contract. Please refer clause 26.00.00 and 28.00.00 of Volume VII, Part A of Section VI of IFB. |

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| 17. |                                        |                                                       | Page 46 of 76 | 27.8                      | 27.8.1 At the end of the Defect Liability Period, the contractor liability ceases except for latent defects. 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 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 | Components related to latent defects defect liability need to be agreed upon.                                                                         | Provisions of Bid documents are clear and shall prevail.                                |
| 18. |                                        |                                                       | Page 47 of 76 | 28.2                      | If the specified Functional Guarantees are not established even during the repeat of the Guarantee Test, the Employer may at its option, either (a) Reject the Equipment and recover the payments already made, or (b) Terminate the Contract pursuant to GCC Sub-Clause 42.2.2 and recover the payments already made, or (c) Accept the equipment after levy of liquidated damages in accordance with the provisions specified in Appendix- 8 (Functional Guarantees) to the Contract Agreement.                 | Subclauses a) & b) should be applicable only after contractor failure of meeting functional guarantees within applicable limit of liquidated damages. | Not acceptable to NVVN.<br><br>Provisions of Bid documents are clear and shall prevail. |
| 19. | Section VII<br>Forms and<br>Procedures | Attachment 11                                         | Page 1 of 4   | Table heading<br>Column 3 | Word T&P is mentioned at many places in tender document in relation to erection services, safety aspects etc.                                                                                                                                                                                                                                                                                                                                                                                                     | Request to advise on what T&P stands for, we could not trace it in Acronyms or definitions                                                            | T&P stands for Tools and Plants.                                                        |
| 20. |                                        | Appendix I -<br>Terms and<br>procedures of<br>payment | Page 6 of 20  |                           | Word T&P is mentioned at many places in tender document (Couple of locations are as referred in references clause columns for this query)                                                                                                                                                                                                                                                                                                                                                                         | Request to advise on what T&P stands for, we could not trace it in Acronyms or definitions                                                            | T&P stands for Tools and Plants.                                                        |

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| No. | Document No. / Section / Part / Chapter                                            | Page No.       | Clause No.     | Clause Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Clarification                                                                                                                                                                                                                                                                                                                                                                                                                                         | NVVN COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----|------------------------------------------------------------------------------------|----------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 21. | GCC & SCC applicability for O&M Contract                                           | whole document | whole document | GCC & SCC Applicability for O&M Contract Period of 3 yrs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | The GCC & SCC are more suitable to be EPC Contract, is NVVN open to discuss terms in GCC & SCC which are not relevant or suitable modify the same for O&M Contracts as per general industry practices if the bidder is successful?                                                                                                                                                                                                                    | PROVISION OF BID DOCUMENTS ARE IN ACCORDANCE WITH THE CONTRACT AND SHALL PREVAIL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 22. | "TECHNICAL SPECIFICATIONS SECTION VI, PART-B - VOLUME-VII CHAPTER-VII-O&M"         | "PAGE 1 OF 6"  | 1.00.00        | Commencement of O&M period will start after takeover of the plant, post successful completion of initial/trial operations & Performance guarantee tests including Demonstration tests (whichever occurs later) and shall continue for a period of 03 years. Taking Over of the plant by Owner after completion of trial operation for 7 days (Definition of Trial as defined elsewhere in the specification.                                                                                                                                                                                                                                       | If there are any delay due to Employer in start of O&M Contract like availability of Gas etc., the price of O&M Contract should be escalated based on mutually accepted index.                                                                                                                                                                                                                                                                        | Employer shall make its best effort to make availability of Gas for demonstration of PG Test. However in case of delay in availability of Gas, no escalation shall be there for O&M Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 23. | TECHNICAL SPECIFICATIONS SECTION VI, PART A VOLUME III                             | Page 28 of 69. | 25.00.00       | 25.00.00 OPERAION & MAINTENANCE/INSPECTION OF PLANT Scope includes services and materials required for operation & maintenance/ inspections works (both scheduled and forced) from commissioning until the completion of O&M contract period. Operation & Maintenance upto start of O&M contract shall be part of the Main contract. Subsequently after the start of O&M contract O&M charges shall be paid as per relevant provisions of the O&M contract.                                                                                                                                                                                        | The employer to clarify the clause “Operation & Maintenance up to start of O&M contract shall be part of the Main contract.”<br><br>If there are any delay due to Employer in start of O&M Contract like availability of Gas etc., the price of O&M Contract should be escalated based on mutually accepted index                                                                                                                                     | Employer shall make its best effort to make availability of Gas for demonstration of PG Test. However in case of delay in availability of Gas, no escalation shall be there for O&M Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 24. | TECHNICAL SPECIFICATIONS SECTION VI, PART A<br><br>VOLUME-V PERFORMANCE GUARANTEES | 4 of 13        | 1.02.04. (b)   | Employer shall accept the Plant availability only upto 85% with levying Liquidated Damages as per Clause No. 3.00.00 of this Volume. In case the availability falls below 85% in a year, then Employer at it’s discretion may either accept the equipment/system after levying Liquidated Damages for the shortfall from the quoted Guaranteed availability, as per Clause No. 3.00.00 of this Volume or reject the equipment/ system and recover the payment already made.                                                                                                                                                                        | Request NVVN to please clarify “Payment already made”? is it payments related to O&M Contract?                                                                                                                                                                                                                                                                                                                                                        | It is the payment already made towards the total contract i.e. all three contracts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 25. | "TECHNICAL SPECIFICATIONS SECTION VI, PART-B - VOLUME-VII CHAPTER-VII-O&M"         | "PAGE 6 OF 6"  | 7.00.00        | Methodology for calculation of LD on shortfall in stipulated Availability is specified in Part-A of Section-VI.<br><br>Further, Employer shall accept minimum Plant availability only upto 85% with levying Liquidated Damages as per Clause No.3.00.00 of volume-V, Part-A of Technical Specification.<br>In case the availability falls below 85% in a year, then Employer at it’s discretion may either accept the equipment/ system after levying Liquidated Damages for the shortfall from the quoted Guaranteed availability, as per Clause No. 3.00.00 of this Volume or reject the equipment/ system and recover the payment already made. | Can you please clarify “Payment already made”? is it payments related to O&M Contract?<br><br>We understand that only Plant Availability to be guaranteed during O&M Period, please confirm. Other Guarantees shall be demonstrated only during initial performance acceptance test before plant take over.<br><br>We understand that during O&M Period LDs for Availability Guarantees will be limited to 25% of O&M Contract Price, please confirm. | Volume V of Section VI is clear and prevalent for guarantees and liquidated damages. The Plant Availability to be guaranteed for O&M Period. The availability guarantee for the Plant shall start after successful completion of Performance & Guarantee Tests at Site . The Contractor shall ensure min. 90% availability of Plant on yearly basis for a period of 03 (Three) years of O&M contract period. Other Functional Guarantees shall be demonstrated only during initial performance acceptance test.<br><br>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 three-contract price. |

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| No. | Document No. / Section / Part / Chapter | Page No.                                          | Clause No.                                                        | Clause Description                                                                                                                                                                                                                                                                                                                           | Clarification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NVVN COMMENTS                                                                                                              |
|-----|-----------------------------------------|---------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
|     |                                         |                                                   |                                                                   |                                                                                                                                                                                                                                                                                                                                              | We request providing an opportunity to the Contractor to provide a remedy plan and adhered to it for curing the performance guarantee failure before terminating the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                            |
| 26. | SECTION – VII (Part 3 OF 3) APPENDIX-1  | PDF page 522 of 609 Bid doc commercial 20.07.2020 | Schedule-4 : Payment Terms for Operation and Maintenance Charges: | <p>Schedule-4 : Payment Terms for Operation and Maintenance Charges:</p> <p>100% of operation and maintenance charges shall be paid quarterly on pro-rata basis on the certification by Project Manager of the work completed.</p>                                                                                                           | <p>We request Employer to redraft the clause as follows; Schedule-4 : Payment Terms for Operation and Maintenance Charges:</p> <p><b>Payment Terms O&amp;M Contract:</b><br/> The contract price for the O&amp;M Services (exclusive of GST) as per the thrid Contract shall be equally divided by 12 to arrive at the Pro-rata Quarterly O&amp;M Charges, which shall be invoiced by the Bidder at end of each Quarterly. 100 % of the Quarterly O&amp;M invoice inclusive of the applicable GST shall be paid by Employer within 45 days from date of Invoice. In the event of Employer fails to make this payment within due date, then Employer shall be exposed to interest on the payment that is delayed. The rate of interest applicable shall be the State Bank of India 46 days term deposit rate plus 8%. Further, non-payment beyond three months shall be considered as material breach of Employer’s obligation.</p> <p>We request NVVN for Payment security during O&amp;M Period and suggest following <b>Payment Mode O&amp;M Contract:</b><br/> Employer shall establish an irrevocable, confirmed and revolving Letter of Credit from a first class bank in favor of Bidder for an estimated value of three months billing value inclusive of applicable taxes. After completion of the O&amp;M services for each calendar month, Contractor shall draw the amount through bank by submission of required documentation and that shall be topped-up by Owner on regular basis. All cost on account of establishing and maintaining Letter of credit shall be borne and paid by Employer.</p> | Provision of bid document shall prevail.                                                                                   |
| 27. | GCC                                     | PDF page 106 of 609 Bid doc                       | Clause 7.3                                                        | In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed | We understand that Recommended Spares are spare required for 3-year operation after O&M Period. i.e. from Operation Year 4 to Operation Year 6 and this is not included in bid evaluation. Please clarify. Also, it should be read as Schedule No. 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | In GCC clause 7.3, Schedule No.5 to be read as Schedule No. 4.<br>Evaluation of bids shall be done as per ITB Clause 27.0. |



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| No. | Document No. / Section / Part / Chapter | Page No.                                          | Clause No.      | Clause Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Clarification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | NVVN COMMENTS                                                                                                      |
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|     |                                         | commercial<br>20.07.2020                          |                 | between the Employer and the Contractor, and the price of such spare parts shall be that given in Price Schedule No. 5, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price therefor and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts. Prices of recommended spares covered under price Schedule No. 5 shall be kept valid for a period of six (6) months after placement of Notification of Award for Main Equipment and Mandatory Spares | Will this be added to contract price? Terms for future spare parts shall be mutually discussed and agreed at later stage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                    |
| 28. | GCC                                     | PDF page 106 of 609 Bid doc commercial 20.07.2020 | Clause 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.                                                                                                                                         | We request Employer to redraft the clause as follows; 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 at the same and terms and conditions shall be mutually agreed at later date. <del>as are otherwise applicable to this Contract.</del> 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.                                                                                                                          | In GCC clause 7.3.1, Schedule No.5 to be read as Schedule No. 4.<br><br>Provisions of bid documents shall prevail. |
| 29. | GCC                                     | PDF page 106 of 609 Bid doc commercial 20.07.2020 | 7.3.1.3         | The Contractor will provide the Employer with the manufacturing drawings, catalogues, assembly drawings and any other document required by the Employer so as to enable the Employer to identify the recommended spares. Such details will be furnished to the Employer as soon as they are prepared but in any case not later than six months prior to commencement of manufacture of the corresponding main equipment.                                                                                                                              | Contractor will be provided standard O&M Catalogues, with spare parts exploded views, which can be used for ordering of Spare parts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Provisions of bid documents shall prevail.                                                                         |
| 30. | GCC                                     | PDF page 106 of 609 Bid doc commercial 20.07.2020 | 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 them on mutually agreed terms based on offers of such vendors.                                                                                                                                               | Bidder can provide details only third-party equipment, not for items for which bidder is hold IP rights or is OEM for.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Provisions of bid documents shall prevail.                                                                         |
| 31. | GCC                                     | PDF page 108 of 609 Bid doc commercial 20.07.2020 | Clause 7.3.1.13 | The Para starting with "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: "<br><br>Relating to defect liability period for Mandatory parts, Operational Spare Parts / recommended spare parts.                                                                                                                                                                                  | We request to Employer to redraft the clause for as below:<br>The warranty period for the Parts begins on the date of delivery and ends eighteen (18) months from the date of delivery. If the Parts are inspected and installed within the above mentioned eighteen (18) months by bidder, then warranty period will be twelve (12) months from the date when the Parts were placed in Service or eighteen (18) months from the date of delivery, whichever occurs later. The warranty period in respect of Parts which have been repaired or replaced under the warranty shall expire six (6) months following the date when: (i) the repaired or | Provision of bid document are clear and shall prevail.                                                             |

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| No. | Document No. / Section / Part / Chapter | Page No.                                          | Clause No.                                 | Clause Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Clarification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | NVVN COMMENTS                                          |
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|     |                                         |                                                   |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>replacement Part is placed in service; or (ii) upon the expiration of the warranty period applicable to the originally supplied Part as set forth above in this , whichever occurs later. The warranty for repaired or replacement Parts shall be subject to the same terms, conditions and limitations of liability as those applicable to the originally supplied Part. Under no circumstances shall the warranty period of any Part (whether as originally supplied or as repaired or replaced) extend beyond the date that is thirty-six (36) months following the date of commencement of the original warranty period as stipulated above in this clause. This warranty does not cover any defect due to or connected with the following:</p> <p>(i) Materials, components, tools, or designs provided by Customer or on behalf of Employer;<br/> (ii) Negligence or other improper acts or omissions to the extent caused by Employer, its employees or agents or other third parties;<br/> (iii) Installation, service, operation, or alternations not conforming to Contractor's or subcontractor's manuals, instructions, or specifications, including the Fluid Specifications, or otherwise not in accordance with Prudent Engineering Practice;<br/> (iv) Parts, accessories, or other attachments than those supplied by Contractor;<br/> (v) Normal wear and tear; or<br/> (vi) Improper service work carried out by Customer.</p> <p>The Warranty set forth herein is in lieu of any implied/legal warranties.</p> |                                                        |
| 32. | GCC - applicability for O&M Contract    | PDF page 140 of 609 Bid doc commercial 20.07.2020 | 13 Limitation of Liability (GCC Clause 30) | <p>30.1 Except in cases of criminal negligence or wilful misconduct,</p> <p>a. neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>b. the aggregate liability of the Contractor to the Employer, whether under</p> | <p>We request Employer to redraft as follows applicable for O&amp;M Contract;</p> <p>Except in cases of criminal negligence or wilful misconduct,</p> <p>(a) neither Party shall be liable to the other Party, whether in contract (<i>including breach of contract, and breach of warranty</i>), tort (<i>including negligence and strict liability</i>), or otherwise, for any indirect, <u>contingent, special, incidental</u>, or consequential loss or damage <u>howsoever caused or arising (whether actual or anticipated)</u>, <u>nor for any loss or damages (whether actual or anticipated) caused by reason of</u> loss of use, loss of production, <del>or</del> loss of <u>revenue or</u> profits, <del>or</del> interest</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Provision of bid document are clear and shall prevail. |



**EPC Pkg for Andaman & Nicobar Gas Power Project (50 MW)**  
**Pre Bid Clarifications – Commercial**

| No. | Document No. / Section / Part / Chapter | Page No.                                          | Clause No. | Clause Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Clarification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | NVVN COMMENTS                                          |
|-----|-----------------------------------------|---------------------------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
|     |                                         |                                                   |            | <p>the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p>c. the aggregate liability of the Employer to the Contractor except for GCC sub-clause 29.3, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor'.</p> | <p>costs, <u>unavailability of the Facilities and/or Plant, loss of inventory, cost of replacement power, cost of replacement equipment or spare parts or services (other than expressly provided for herein), cost of capital, or any claims by the Employer's customers</u>, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and</p> <p>(b) the aggregate liability of the Contractor to the Employer, whether under the Contract <u>(including breach of contract, breach of warranty), indemnity</u>, in tort <u>(including negligence and strict liability)</u> or otherwise, shall not exceed <del>the total Contract Price</del> <u>100 % of Annual O&amp;M Charges for respective Operating Year</u>, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p>c. the aggregate liability of the Employer to the Contractor except for GCC sub-clause 29.3, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor'.</p> |                                                        |
| 33. | GCC - applicability for O&M Contract    | PDF page 143 of 609 Bid doc commercial 20.07.2020 | 33         | Loss of or Damage to Property; Accident or Injury to workers; Indemnification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>Reciprocal fault-based Indemnification for O&amp;M Contract (note: not EPC phase) to replace entire GCC Sub-Clause 33:</p> <p>The Employer, on behalf of itself and its successors and assigns, agrees to save, indemnify and hold harmless the Contractor against any and all losses, claims, expenses, liabilities, damages and costs whatsoever for: (i) personal injury to or death of any Third Party; and (ii) direct loss or damage to any Third Party property, except in the event such personal injury, death, loss or damage is a direct result of the Contractor's Gross Negligence.</p> <p>The Contractor, on behalf of itself and its successors and assigns, agrees to save, indemnify and hold harmless the Employer against any and all losses, claims, expenses, liabilities, damages and costs whatsoever for: (i) personal injury to or death of any Third Party;</p>                                                                                                                                                                                                                                                                                                                                                                              | Provision of bid document are clear and shall prevail. |

**EPC Pkg for Andaman & Nicobar Gas Power Project (50 MW)**  
**Pre Bid Clarifications – Commercial**

| No. | Document No. / Section / Part / Chapter | Page No.                                          | Clause No. | Clause Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Clarification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | NVVN COMMENTS                                                                         |
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|     |                                         |                                                   |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>and (ii) direct loss or damage to any Third Party property, to the extent such personal injury, death, loss or damage is a direct result of the Employer's Gross Negligence.</p> <p>Gross Negligence: Shall mean a conscious and voluntary act or omission of a Party in reckless disregard of a legal duty (including contractual duty) which fundamentally, seriously and substantially deviates from a diligent course of action and which is in reckless disregard of or indifference to the direct and harmful consequences to the other Party.</p> <p>Third Party: Shall mean any person that is not the Employer or the Contractor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                       |
| 34. | GCC - applicability for O&M Contract    | PDF page 148 of 609 Bid doc commercial 20.07.2020 | 37         | Force Majeure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | To be added: (1) However an event of Force Majeure shall not excuse any failure to pay O&M Fees or amount dues. (2) During O&M Contract Period, in the event the Facility suffers loss or damages as a result of an event of Force Majeure the Employer shall be responsible to remedy such loss or damage at its own cost and risk.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Proposed addition is not acceptable to NVVN. Provision of bid document shall prevail. |
| 35. | GCC -applicability for O&M Contract     | PDF page 101 of 609 Bid doc commercial 20.07.2020 | 9.3.       | The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract. | <p>We request Employer to redraft as follows for O&amp;M Contract;</p> <p>Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Bidder of scope of work, including, without limitation, visas for the Contractor's and Subcontractor's personnel. Contractor shall obtain &amp; maintain labour license for its employees &amp; Sub- Contractor's employees. Employer shall provide the necessary Support and documents as required by statutory authorities.</p> <p>All other permits &amp; licenses required for O&amp;M period including but not limited to, Consent to Operate, Electrical Inspectorate, environmental / Pollution Control board clearances, Airport Authority, LPA/TAC Factory Inspectorate, CCOE, shall be Obtained &amp; Maintained by Employer. Contractor shall provide the necessary support for documentation as requested by Employer.</p> | Provision of bid document shall prevail.                                              |

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**Pre Bid Clarifications – Commercial**

| No. | Document No. / Section / Part / Chapter | Page No.                                          | Clause No. | Clause Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Clarification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | NVVN COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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|     |                                         |                                                   |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Delay in acquiring approvals and loss of availability due to same should not be attributable to Contractor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 36. | SCC applicability for O&M Contract      | PDF page 307 of 609 Bid doc commercial 20.07.2020 | Clause 2   | Further During above O&M period, bidder/contractor shall ensure minimum 90% annual availability of engine & the entire plant. In case the annual availability of the engine goes below 90% then LD shall be applicable as specified in Section VI of the bidding documents. However, in any case bidder contractor has to demonstrate annual availability of engine above 85% during the O&M period. In case availability falls below 85% in any year, then employer may have the right to terminate the O&M contract after recovering all the losses incurred by the Employer on account of shortfall in Availability.                                                         | <p>TECHNICAL SPECIFICATIONS SECTION VI, PART A VOLUME-V, PERFORMANCE GUARANTEES 1.02.04. (b) &amp; "TECHNICAL SPECIFICATIONS SECTION VI, PART-B -VOLUME-VII CHAPTER-VII-O&amp;M" clause 7 refer that “ Employer shall accept the shortfall in Plant availability only up to 85% with levying Liquidated Damages as per Clause No. 3.00.00 of this Volume. In case the availability falls below 85% in a year” However in SCC its mentioning “annual availability of each engine”</p> <p>The SCC clause to be modified as<br/> Further, during above O&amp;M period, bidder/contractor shall ensure minimum 90% annual availability entire Plant. In case the annual availability of any Plant goes below 90 %, then LD shall be applicable as specified in Section-VI of Bidding documents. However, in any case Bidder/contractor has to demonstrate annual availability of Plant above 85% during the O&amp;M period.</p> | <p>The bidder shall guarantee ‘Availability’ of Plant’. The availability guarantee for the Plant shall start after successful completion of Performance &amp; Guarantee Tests at Site and from the start of O&amp;M contract. The Contractor shall ensure min. 90% availability of Plant on yearly basis for a period of 03 (Three) years of O&amp;M contract period. Further the SCC Clause 2 may be read as<br/> “Further During above O&amp;M period, bidder/contractor shall ensure minimum 90% annual availability of Plant. In case the annual availability of the Plant goes below 90% then LD shall be applicable as specified in Section VI of the bidding documents. However, in any case bidder contractor has to demonstrate annual availability of Plant above 85% during the O&amp;M period. In case availability falls below 85% in any year, then employer may have the right to terminate the O&amp;M contract after recovering all the losses incurred by the Employer on account of shortfall in Availability”</p> |
| 37. | SCC applicability for O&M Contract      | PDF page 312 of 609 Bid doc commercial 20.07.2020 | Clause 17  | In case of shortfall in annual availability as mentioned in SCC No. 03, recovery of LD shall be first deducted from payment towards O&M contract value up to limiting level of quarterly amount payable to contractor towards O&M Charges. In case the LD recovery exceeds above limiting value, balance amount shall be recovered through the CPG submitted by the Contractor as "security against O&M of the project" if <b>Contractor fails to pay the aforesaid balance amount within 15 days of notice by the Employer</b> . The value of amount encashed from CPG shall be have to be replenished by the Contractor within 03 (three) months from the date of encashment. | We request to redraft as follows; Add the following sub-clause at the end of SCC Clause. However this is subject to Maximum Limit of Liquidated Damages which is 25% of O&M Contract Value.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Provision of bid documents shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 38. | 6. PERFORMANCE SECURITY FORM            | PDF page 565 of 609 Bid doc commercial 20.07.2020 |            | 6b. Performance Security Form for O&M Contract Clause 5. In case the successful bidder is not OEM, Bidder with Engine OEM along with all associate parties shall submit the security for an amount of 25% (Total BG values divided between Bidder, OEM and associated parties) of the three years O&M Charges                                                                                                                                                                                                                                                                                                                                                                   | Clause to be deleted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Provision of bid document shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 39. | BOQ – Provision foreign currency        | BOQ                                               | Schedule 4 | No provision for Imported supplies envisaged during O&M period for 3 years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <ol style="list-style-type: none"> <li>1. Provision should be given for Foreign Currency or provision to mention imported component.</li> <li>2. Risk of exchange rate to be with NVVN, If the payment will be made in INR, exchange rate</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>This is a domestic bid, Currency shall remain INR only.</p> <p>NVVN is shall accept all supplies as ex-works supply and bidders are required to quote accordingly.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

**EPC Pkg for Andaman & Nicobar Gas Power Project (50 MW)**  
**Pre Bid Clarifications – Commercial**

| No. | Document No. /<br>Section / Part /<br>Chapter                             | Page No. | Clause No. | Clause Description                         | Clarification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | NVVN COMMENTS                                                                                          |
|-----|---------------------------------------------------------------------------|----------|------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
|     |                                                                           |          |            |                                            | <p>applicable at time of import shall be applied from paying equivalent INR for imported component.</p> <p>3. Customs duties should be included in imported spare parts component? Please confirm.</p> <p>4. The Value of Imported Supplies mentioned in the Schedule 4, shall be equally divided by 36 to arrive at the Pro-rata Monthly O&amp;M Charges and which shall be invoiced by Contractor during O&amp;M Period.</p>                                                                                                                                                                                                                                                                                                                                                       |                                                                                                        |
| 40. | TECHNICAL SPECIFICATIONS SECTION VI, PART-B - VOLUME-VII CHAPTER-VII-O&M" | 1 of 6   |            | Items brought by bidder during O&M period. | Items like - spares, consumable, tools & tackles etc. shall be in the scope of contractor, we understand left-over / un-used spares, consumables, tools & tackles and any other items supplied by contractor for the uninterrupted operation of the power plant during O&M period shall be the property of contractor and necessary certificate/NOC shall be provided by NVVN to remove the unused items at the end of 3 year's O&M contract period.                                                                                                                                                                                                                                                                                                                                 | Provision of bid documents shall prevail.                                                              |
| 41. | IFB                                                                       | 6.0      |            | Qualifying Requirement                     | <p>Refer to the QR for Bidders, in the context thereof, as per clause 6.1.1.0, 6.1.2.0 and 6.1.3.0, it permits Bidder/s whose establishment are located within India. As these capacity and technology of Engine/s are being manufactured in Europe or other advance countries. So, in Clause No 6.1.1.0, 6.1.3.0 within this Qualifying Criteria Engine manufactures are in any case not from India, even if they have an office in India for Sales &amp; Service Operation purpose. In Clause No 6.1.2.0, EPCs must directly connect with Engine manufacturer as per the Clause No 6.1.1.0.</p> <p>To expand the competition ground of bidding process, provide flexibility to international Bidders to participate, except those whose country's borders are shared by India.</p> | Since this is Domestic competitive bid, Bidding is open to bidders from within the Employer's country. |

**EPC Pkg for Andaman & Nicobar Gas Power Project (50 MW)**  
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| S/N | Section/Part/Chapter/ Volume | Clause No.   | Page No. | Bidding Document Clause                                                                                                                                                                                                                           | Statement of Bidder's Queries & Clarifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | NVVN COMMENTS                                                                                                                          |
|-----|------------------------------|--------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| 42. | Section-I, IFB               | 6.1.2.2      | 3 of 8   | Route-2: Engineering Procurement Construction<br><br>The Bidder shall associate with an Engine Manufacturer meeting requirement of 6.1.1.0 above, who shall also be the supplier of the Gas Engines for this contract.                            | Is it necessary for the Engine Manufacturer to have an exclusive arrangement with the bidder?<br><br>Kindly clarify.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | If bidder is opting for Route-2, bidder has to associate with Engine Manufacturer and shall fulfil all the conditions mentioned in QR. |
| 43. | Section-II, ITB              | 10           | 13 of 38 | Bid Prices                                                                                                                                                                                                                                        | Local Transportation including Inland transit insurance and other local costs incidental to delivery of Plant & Equipment and Mandatory Spares are under Schedule 2 of the bid documents (which is part of second contract). However, as per section 15(2)(c) of CGST Act,2017, freight and insurance and other costs incidental to delivery are required to be added in the value of goods. In line with the stated legal position, the said elements of cost be transferred from Contract 2 to Contract 1.                                                                                                                      | Provision of bid document are clear and shall prevail.                                                                                 |
| 44. | Section-II, ITB              | 10.4 (c) (i) | 15 of 38 | 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. | We request Employer to modify the clause as follows:<br><br>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 <u>10%</u> <del>15%</del> of the Ex-works Price of Main Equipment indicated in Schedule 1.                                                                                                                                                                                                                                                                                               | Provision of bid document shall prevail.                                                                                               |
| 45. | Section-II, ITB              | 10.6         | 16 of 38 | Benefits/ Exemptions/ Concessional Duty for Power Project                                                                                                                                                                                         | We have analysed notification 50/2017- Customs dated 30.06.2017. We understand that we can import at concessional rate of 5% under entry 597(iii)- <i>"power generation projects including gas turbine power projects (excluding captive power plants set up by projects engaged in activities other than in power generation)"</i> of the given notification under Chapter 98.01. However, we can avail this benefit of importing at concessional rate only if the Employer will provide the requisite certificates under customs.<br><br>Request the Employer to kindly confirm our understanding on this issue and let us know | Bidder to refer clause 10.6 f ITB.                                                                                                     |

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| S/N | Section/Part/<br>Chapter/ Vol-<br>ume | Clause No. | Page No. | Bidding Document Clause                                                                                                                                                                              | Statement of Bidder's Queries & Clarifica-<br>tions                                                                                                                                                                                     | NVVN COMMENTS                                                                                                                                         |
|-----|---------------------------------------|------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                       |            |          |                                                                                                                                                                                                      | <p>whether we will be issued required certificates for importing @5%.</p> <p>Also, please confirm that the project will not be used as a captive power plant for the Employer.</p>                                                      | <p>The said Project is not a Captive Power Plant.</p>                                                                                                 |
| 46. | Section-II,<br>ITB                    | 10.5       | 16 of 38 | The terms EXW, etc., shall be governed by the rules pre-scribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38, Cours Albert 1er, 75008, Paris, France. | <p>We understand that by the statement “current edition of incoterms” it implies that the edition of Incoterm is that <u>prevailing at the date seven (7) days prior to the date of price bid submission</u>.</p> <p>Kindly confirm</p> | Provision of bid document are clear and shall prevail.                                                                                                |
| 47. | Section-II,<br>ITB                    | 30.3       | 33 of 38 | 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.                                              | We understand that in such case Employer shall adjust the Contract Price accordingly. Kindly confirm.                                                                                                                                   | Price paid to bidder for spares will be as per their quoted rates and will be paid for the quantity of spares finalized by NVVN at the time of Award. |
| 48. | Section-IV,<br>GCC                    | 3.6        | 4 of 76  | Construction of the contract                                                                                                                                                                         | Since, bill of entry is to be filed in name of L&T, therefore, duties of customs, anti-dumping duty, safeguard duty and IGST thereon will be part of contract price. Please confirm.                                                    | All supplies will be accepted and paid for by NVVN as Ex Works only.                                                                                  |
| 49. | Section-IV,<br>GCC                    | 3.6        | 4 of 76  | Construction of the contract                                                                                                                                                                         | The supplies under the first contract are on ex-works (India) basis. On the basis of this, we understand that the Employer does not intend to enter into High sea sales ['HSS'] transactions. Please confirm.                           | <p>This is a domestic bid; evaluation will be based on ex-works basis only.</p> <p>No High Sea Sale is applicable for NVVN.</p>                       |
| 50. | Section-IV,<br>GCC                    | 3.6        | 4 of 76  | Construction of the contract                                                                                                                                                                         | Since, the employer is contemplating transfer of ownership of goods under First Contract on ex-works basis and endorsement of LR, the time of                                                                                           | Provision of bid document are clear and shall prevail.                                                                                                |



**EPC Pkg for Andaman & Nicobar Gas Power Project (50 MW)**  
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| S/N | Section/Part/<br>Chapter/ Vol-<br>ume | Clause No. | Page No. | Bidding Document Clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Statement of Bidder's Queries & Clarifica-<br>tions                                                                                                                                                                                                                                                                                                                                                                                 | NVVN COMMENTS                                          |
|-----|---------------------------------------|------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
|     |                                       |            |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | supply will occur at the time of endorsement of LR i.e. when ownership gets transferred. In this view, the said contract has to be dealt with independently for taxation point of view and cannot be merged with civil and service contract to form a single works contract. Thus, the contractor will consider First Contract as of Supply of Goods and Second Contract as of Supply of Service. Please confirm our understanding. |                                                        |
| 51. | Section-IV,<br>GCC                    | 6.2.5      | 10 of 76 | If decision of NVVN is acceptable to the contractor, a Settlement Agreement under section 73 of the Arbitration and Conciliation Act 1996 will be signed within 15 days of contractor's acceptance and same shall be authenticated by all the ESC members.                                                                                                                                                                                                                                                                                                                   | We understand that the intent of the clause is that if there is consensus between both parties a settlement agreement will be executed. Kindly confirm.                                                                                                                                                                                                                                                                             | Provision of bid document are clear and shall prevail. |
| 52. | Section-IV,<br>GCC                    | 7.3.1.3    | 14 of 76 | The Contractor will provide the Employer with the manufacturing drawings, catalogues, assembly drawings and any other document required by the Employer so as to enable the Employer to identify the recommended spares. Such details will be furnished to the Employer as soon as they are prepared but in any case, not later than six months prior to commencement of manufacture of the corresponding main equipment.                                                                                                                                                    | We request Employer to clarify that Contractor will not be required to submit proprietary manufacturing and assembly drawings.                                                                                                                                                                                                                                                                                                      | Provision of bid document shall prevail.               |
| 53. | Section-IV,<br>GCC                    | 7.3.1.4    | 15 of 76 | To enable the Employer to finalise the requirement of recommended spares which are ordered subsequent to placement of order for main equipment/plant, in addition to necessary technical details, catalogue and such other information brought-out herein above, the Contractor will also provide a justification in support of reasonableness of the quoted prices of spares which will, inter-alia, include documentary evidence that the prices quoted by the Contractor to the Employer are not higher than those charged by him from other customers in the same period | Kindly note that the Contractor is bound by Confidentiality Agreement/ Clause in all its on-going contracts (similar to provision of Clause No. 16.1 of GCC). Hence, documentary evidence of the nature asked in this clause can be produced to NVVN subject to written consent/ approval from the relevant Customers only.                                                                                                         | Provision of bid document shall prevail.               |
| 54. | Section-IV,<br>GCC                    | 13.2.2     | 21 of 76 | The Advance payment Security shall be reduced prorata every three (3) months after First Running Account Bill/Stage Payment under the Contract based on the value of the respective equipment/facilities received and applicable GST.<br><br>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                                                                                                                                                                    | The basic purpose of obtaining Advance payment Security from the contractor is to have security in lieu of advance payment to be released. This advance payment gets adjusted with pro rata payments against Running Account Bills / Stage Payments under the Contract.<br><br>Retaining the Advance payment Security of balance amount till achieving the completion                                                               | Provision of bid document are clear and shall prevail. |



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| S/N | Section/Part/<br>Chapter/ Vol-<br>ume | Clause No. | Page No. | Bidding Document Clause                                                                                                                                                                                                                                           | Statement of Bidder's Queries & Clarifica-<br>tions                                                                                                                                                                                                                                                                                                                                                                                       | NVVN COMMENTS                                                                                                                                         |
|-----|---------------------------------------|------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                       |            |          | amount corresponding to cumulative value of the respec-<br>tive equipment/Facilities supplied and received as per<br>certificate issued by the Project Manager. The balance<br>shall be released after ninety (90) days<br>beyond Completion of those Facilities. | milestone(s) of the project is an additional finan-<br>cial burden on the Contractor which adversely<br>impacts and restricts its credit limits.<br><br>We therefore request Employer to immediately<br>return/release 100% of Advance payment Secu-<br>rity to the Contractor upon adjustment of full ad-<br>vance.                                                                                                                      |                                                                                                                                                       |
| 55. | Section-IV,<br>GCC                    | 14.1       | 22 of 76 | Taxes and Duties                                                                                                                                                                                                                                                  | The contractor shall pay all taxes, duties, levies<br>and charges. We assume that BOCW cess is<br>not a part of the contract price and shall be di-<br>rectly paid by employer to the labour depart-<br>ment.                                                                                                                                                                                                                             | Only GST shall be reimbursed by NVVN.<br><br>All other taxes, duties, cess, levies, charges<br>etc to be included by bidder in their quoted<br>price. |
| 56. | Section-IV,<br>GCC                    | 14.4       | 22 of 76 | Taxes and Duties                                                                                                                                                                                                                                                  | As per the bid document, the statutory variation<br>will be applicable only on direct transactions be-<br>tween employer and customer. Given that the<br>employer does not intend HSS, imports shall be<br>effected by L&T and supplied to customer on<br>ex-works basis. Please clarify whether statutory<br>variation will be applicable on customs, anti-<br>dumping duty, safeguard duty and IGST<br>thereon paid at time of imports. | GCC clause 14.4 is clear and shall prevail.                                                                                                           |
| 57. | Section-IV,<br>GCC                    | 16.3       | 25 of 76 | New Sub-clause                                                                                                                                                                                                                                                    | Please note that we may have to disclose confi-<br>dential information that is required to be dis-<br>closed in accordance with a judicial or arbitral or<br>governmental order or decree. We, therefore,<br>request Employer to add following sub-clause at<br>the end of this clause:<br><br><b><u>(d) is required to be disclosed in accord-<br/>ance with a judicial or arbitral or governmen-<br/>tal order or decree.</u></b>       | Provision of bid document are clear and shall<br>prevail.                                                                                             |
| 58. | Section-IV,<br>GCC                    | 18.4       | 28 of 76 | <b>Progress of Performance</b>                                                                                                                                                                                                                                    | We request Employer to add following sentence<br>at the end of this clause:<br><br><b><u>Moreover, in case, Contractor's actual progress<br/>falls behind the program for reasons attributable<br/>to Employer, then Cost compensation shall also<br/>be provided to the Contractor.</u></b>                                                                                                                                              | Provision of bid document are clear and<br>shall prevail.                                                                                             |



**EPC Pkg for Andaman & Nicobar Gas Power Project (50 MW)**  
**Pre Bid Clarifications – Commercial**

| S/N | Section/Part/Chapter/ Volume | Clause No. | Page No. | Bidding Document Clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Statement of Bidder's Queries & Clarifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | NVVN COMMENTS                                          |
|-----|------------------------------|------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| 59. | Section-IV, GCC              | 25.3.1     | 43 of 76 | (b) the Contractor has paid the liquidated damages specified in GCC Sub-Clause 28.3 hereof; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Payment of liquidated damages should not be linked with Operational Acceptance, we, therefore request Employer to delete this clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Provision of bid document shall prevail.               |
| 60. | Section-IV, GCC              | 27.8       | 46 of 76 | If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period extended by a period of twelve (12) month from the time such replacement/repair of the Facilities or any part thereof. | <p>We request Employer to add following sentence at the end of this clause:</p> <p><u>Notwithstanding the above, in no event shall the Defect Liability on any part or component exceed twenty four (24) months from the date of Completion of Facilities or Operational Acceptance of the Facilities, whichever occurs first ('Sunset Date').</u></p> <p><u>Notwithstanding the Sunset Date, where a recurring defect of any particular part or component results in the failure of such part or component more than twice within the appropriate sunset date, such part or component shall be replaced or repaired by the contractor until such time that such part or component has operated without failure for a period of twelve (12) months from the date of installation of such replaced/repaired part.</u></p> | Provision of bid document are clear and shall prevail. |
| 61. | Section-IV, GCC              | 40.1       | 60 of 76 | ..... by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>We request Employer to insert the following sentence at the end of this clause:</p> <p><u>The price implications, if any, due to extension of time for Completion shall be paid / reimbursed by the Employer to the Contractor in addition to the Contract Price, except in the case of Force Majeure or those which are compensated by the respective provisions of the Contract.</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                            | Provision of bid document are clear and shall prevail. |
| 62. | Section-IV, GCC              | 41.3       | 62 of 76 | The Bank Guarantee and Insurance Charges for the extended period on account of delays attributable to the Employer shall be reimbursed at the following rates:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Employer may be aware that majority of the banks have substantially increased the rates of Bank Guarantee Charges. These new rates of BG Charges are much higher than the rate specified in this clause for reimbursement of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Provision of bid document are clear and shall prevail. |

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**Pre Bid Clarifications – Commercial**

| S/N | Section/Part/<br>Chapter/ Volume | Clause No. | Page No. | Bidding Document Clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Statement of Bidder's Queries & Clarifications                                                                                                                                                                                                                                                                                                                                                                                    | NVVN COMMENTS                                          |
|-----|----------------------------------|------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
|     |                                  |            |          | Rate applicable for reimbursement of BG Charges: 0.25% p.a. + GST, or actual, whichever is lower, subject to documentary evidence.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Bank Guarantee Charges for the extended period on account of delays attributable to the Employer. We, therefore, request Employer to suitably increase this rate in line with prevailing rates in the market.                                                                                                                                                                                                                     |                                                        |
| 63. | Section-IV, GCC                  | 41.3       | 64 of 76 | Rate applicable for Insurance Charges as per tables below:<br>:<br>.....<br>(iv) The Insurance charges shall be reimbursable on the rates as above or actual, whichever is lower, subject to the documentary evidence.                                                                                                                                                                                                                                                                                                                                                                                                       | The rate of Insurance Charges to be reimbursed by the Employer on account of delay attributable to Employer shall depend on various factors e.g. claims lodged, duration of extension, sum insured, reason for extension etc. Hence, pre-agreed rates of Insurance Charges (Basic Rates & Additional Cover both) shall not be feasible. We, therefore request Employer to reimburse the Insurance Charges on the rates as actual. | Provision of bid document are clear and shall prevail. |
| 64. | Section-IV, GCC                  | 42.2.3     | 67 of 76 | <b>Termination for Contractor's Default</b><br><br>(e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.                                                                                                                                                                                                                                                                                                                                                                            | We request Employer to clarify that only non-proprietary drawings need to be delivered under this clause.                                                                                                                                                                                                                                                                                                                         | Provision of bid document are clear and shall prevail. |
| 65. | Section-IV, GCC                  | 42.3.3     | 69 of 76 | <b>Termination by Contractor</b><br><br>(d)....(iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.                                                                                                                                                                                                                                                                                                                                                                              | We request Employer to clarify that only non-proprietary drawings need to be delivered under this clause.                                                                                                                                                                                                                                                                                                                         | Provision of bid document are clear and shall prevail. |
| 66. | Section-IV, SCC                  | 2          | 2 of 12  | Scope of Successful Bidder also include Operation and Maintenance of Power Plant Including spares and consumables for the period of 03 years after takeover of the plant, post successful completion of initial /trial operations & Performance guarantees tests including Demonstration tests (whichever occurs later).<br><br>O&M period of the plant in the scope of successful bidder shall be 03(three) years from the date of successful completion of initial/trial operation and successful completion of performance guarantee including demonstration tests (whichever occurs later) as mentioned in the Technical | We request Employer to remove Operation and Maintenance (O&M) from the scope of EPC Contractor. The O&M services may directly be availed from the Engine Manufacturer who has the necessary expertise to operate the plant. Employer may enter into a separate contract in this regard with the Engine Manufacturer.                                                                                                              | Provision of bid document are clear and shall prevail. |

**EPC Pkg for Andaman & Nicobar Gas Power Project (50 MW)**  
**Pre Bid Clarifications – Commercial**

| S/N | Section/Part/Chapter/ Volume                             | Clause No.           | Page No. | Bidding Document Clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Statement of Bidder's Queries & Clarifications                                                                                                                                                                                                                       | NVVN COMMENTS                                                                                                                                                              |
|-----|----------------------------------------------------------|----------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                          |                      |          | specifications. After the O&M contract period, employer may at its discretion decide to extend the existing O&M contract on mutually acceptable terms and conditions or undertake the O&M of the plant on its own.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                      |                                                                                                                                                                            |
| 67. | Section-VII,<br>(Part 3 of 3)<br>(Price Adjustment)      | Appendix-2           | 1 of 19  | <p>Only following components of the Contract Price will be subject to Price adjustment:</p> <p>(a) Ex-Works (India) price of plant and equipment including Mandatory Spares manufactured within the Employer's Country, but excluding Type Tests Charges (covered in Schedule 1).</p> <p>(b) Installation Services (excluding Civil Works Price) component of the Contract Price (covered in Schedule 3).</p> <p>(c) Civil Works Price Component (covered in Schedule-3).</p> <p>(d) Ex-Works (India) Price of Recommended Mandatory Spares manufactured within the Employer's Country (covered in Schedule-4).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>We understand that taxes &amp; duties applicable on Price Adjustment of Ex-Works (India) Price of Plant and Equipment shall be paid over and above the amount of taxes &amp; duties as mentioned in "Schedule No. 5: Taxes and Duties".</p> <p>Kindly confirm</p> | Price adjustment shall be as mentioned in Apendix 2 to attachment 5 of Section VII Book 3 of 3, read in conjunction with the values filled in Attachment 21 by the bidder. |
| 68. | Section-VII,<br>(Part 3 of 3)<br>(Insurance Requirement) | Appendix-3<br>Note-3 | 2 of 3   | <p>Any loss or damage to the plant and equipments during handling, transportation, storage, installation, commissioning, and all activities to be performed till the "Completion of Facilities" shall be to the account of the contractor. The contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of plant and equipments damaged or lost. Notwithstanding the extent of insurances cover and the amount of claim available from the underwriter, the contractor shall be liable to make good the full replacement/rectification of all the equipments/materials and to ensure their availability as per project requirement without additional financial liability to the Employer.</p> <p>The insurance should be in freely convertible currency and insurance policy to be taken should be on replacement value basis and/or incorporating appropriate insurance clause.</p> <p>The Contractor shall follow local acts and laws as may be prevalent for insurance.</p> | <p>We understand that liability of contractor is limited only to the instances when such loss or damage to plant and equipment occurs due to reasons attributable to the contractor.</p> <p>Kindly clarify</p>                                                       | Till the completion of facilities all the responsibility of plant and equipment lies with the contractor.                                                                  |

**EPC Pkg for Andaman & Nicobar Gas Power Project (50 MW)**  
**Pre Bid Clarifications – Commercial**

| S/N | Section/Part/Chapter/ Volume  | Clause No. | Page No. | Bidding Document Clause                                                                                                                                                                                                                                                                                                                                        | Statement of Bidder's Queries & Clarifications                                                                                                                                                                                          | NVVN COMMENTS                                                                                                                                                                                                              |
|-----|-------------------------------|------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 69. | Section-VI, Part-A, Volume-V, | 3.01.00    | 9 of 9   | Note :<br>(i) 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 three contract price. The functional guarantees shall include net heat rate of the engine, net output of genset and availability of plant. | We request Employer to keep the cap of Contractor's aggregate liability to pay liquidated damages for failure to attain the functional guarantee at ten percent (10%) of the Contract Price.                                            | Provision of bid document are clear and shall prevail.                                                                                                                                                                     |
| 70. | Section-IV, SCC               | 6.1        | 4 of 12  | <b>Maximum deduction for liquidated damages :</b><br>The amount of liquidated damages for delay shall be subject to a maximum of 5% of the total Contract Price [total of First & Second contract] excluding Mandatory Spares prices<br>.                                                                                                                      | We understand that Liquidated Damages shall be applicable unit wise; therefore, the cap on LD shall also be unit wise. Kindly confirm.                                                                                                  | Bid Documents are clear and shall prevail. The Liquidated Damages for delay is applicable when Bidder fails to attain Completion of the Facilities or any part thereof within the Stipulated Time Period mentioned in IFB. |
| 71. | New Clause                    | -          | -        | <b>Aggregate LD for Delay &amp; Performance</b>                                                                                                                                                                                                                                                                                                                | We request Employer to keep the cap of Contractor's aggregate liability to pay liquidated damages for delay in Completion of Facilities plus failure to attain the functional guarantee at fifteen percent (15%) of the Contract Price. | Provision of bid documents shall prevail.                                                                                                                                                                                  |