

CLARIFICATION NO 05 TO THE NVVN BID DOCUMENT

Bid Document Ref. NVVN/C&M/RE-53/2020-21 for ANDAMAN NICOBAR GAS POWER PROJECT (50 MW)

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1.	ITB	ITB 8.2.1 (i) & (ii)	Attachment 1P: Declaration regarding Import content Bidder may note that CIF value of import content in the Ex-works (India) price quoted in Schedule-1 of the bid, if any shall be necessarily declared by the bidders in Attachment-1P to the bid. Bidder may further note that the relevant certificate for claiming the custom duty benefits shall be issued on the aforesaid declaration basis only. In case no such import content is envisaged in the bid or the CIF value of import content to be declared is zero, the bidder shall indicate "NIL" against the CIF value of import content.	Please clarify the how the imported content will be paid in respective currency to bidder as there is no currency option, payment mechanism or payment security mentioned in the tender document. Also the Change of Law clauses of GCC should be also applicable to import duty, associated levies and cess	This form is with regard to issuance of Essentiality Certificate / Letter of Recommendation by employer for availing Customs Duty benefits for import of Construction Equipment. 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. The Employer shall issue the required Certificate, as per relevant policies of the Govt. of India, to facilitate the bidders to avail any such benefit under the Contract. For issuance of such Certificate by the Employer, the bidders shall be required to indicate the import content included in their bid price, in relevant attachment of Price Bid. The relevant Certificate will be issued on this basis only. Please refer ITB Clause 10.6 for Benefits / Exemptions / Concessional Custom Duty for Power Projects.

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					Further Bidder to do its own due diligence for quoting the Price in INR as this is Domestic Competitive Bidding.
2.		ITB 10.3	Separate numbered Schedules shall be used for each of the following elements and all the price schedules shall be uploaded in e tendering portal. The total amount of each of the Schedule 1, Schedule2, Schedule 3 and Schedule 5 shall be filled up in the worksheet named BOQ.	Please clarify if the OEM of Gas Engine Generator is not from Employer's country, whether bidder will be allowed to quote other than INR. Also changes in Schedule 1 and other schedules where foreign currency is involved, a separate cell/schedule shall be allowed to quote.	As per ITB Clause 11.1, Bidders shall quote all prices in Indian Rupees only. Provisions of the bid document will prevail
3.		ITB 10.4 (a)	Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country (Schedule No. 1) shall be quoted on EXW (Ex-Factory, Ex-Works, Ex Warehouse or Off-the-Shelf, as applicable) basis and shall be inclusive of all costs as well as taxes, duties and levies paid or payable on components and raw materials incorporated or to be incorporated in the facilities.	At various places in tender document it is mentioned that the equipment should be manufactured/supplied from Owner's country. Please note the OEM for Gas Engine Generator is not from Employer's country. Please also provide option for quoting in at least one more currency for the imported equipment in schedule 1.	If import of any equipment is envisaged subject to adherence of BDS Clause 16 ("Restrictions on procurement from a Bidder of a country which shares a land border with India"), it shall be included in Schedule I and the price to be quoted in INR only. Please refer clause ITB 8.2.1 (i) and (ii) where declaration of the Import content has to be given by Bidder and the Bidder shall quote the CIF value of import content in the Ex-works (India) price quoted in Schedule-1 of the bid.

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					Since this is Domestic Competitive Bidding, the bidder shall not be allowed to quote other than INR. Further please refer clause 10.6.
4.		ITB 10.4 (d)	Recommended Spare parts shall be quoted separately in Schedule 4 on EXW basis in accordance with subparagraph (a) above. Local Transportation Charges including Inland Transit Insurance etc., for recommended spares shall also be quoted in Schedule-5 and shall not be included in Schedule No. 2 by the bidder.	Recommended spares /any other spares of OEM and OEM other related equipment are not from Employer's country. There should be provision for quoting in respective currency	As per ITB Clause 11.1, Bidders shall quote all prices in Indian Rupees only. Provisions of the bid document will prevail
5.		ITB 15.0, 15.1, 16.1, 17, 19.1.1, 19.1.2	The documents comprising Bid Security, Tender Fee, Power of Attorney, No Deviation Certificate, Integrity Pact, Letter of Undertaking from OEM etc. in accordance with ITB sub-clause 8.1.1 shall be submitted in physical form after being sealed and marked in the manner specified in ITB clause 15.1	Due to COVID situation please allow bidder to submit all the required hard copies in digital form. Once the situation improves and before price opening such hard copies shall be provided to Employer.	Already incorporated in BDS Clause 15.
6.		ITB 27.1	Evaluated bid price in Indian Rupees of each bid will be	Bidder shall be allowed to quote in at least 1 more currency than INR.	As per ITB Clause 11.1, Bidders shall quote all prices in Indian Rupees only.

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			divided by Net output of the plant for that bid to arrive at evaluated bid price per MW and the bid with lowest evaluated bid price per MW shall be selected for award. Net output of the plant shall be [n x Guaranteed Net output per module] where "n" is the number of modules offered.	A basis of 1 week SBI TT rate/or any government rate issued by RBI can be considered to convert it in INR for evaluation purpose. However the payment shall be made to Bidder in the respective currency as quoted by Bidder.	Provisions of the bid document shall prevail
7.		ITB 34.1 SCC 14.0	Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish performance securities for ten percent (10%) of Contract Price for all the contracts and in the form provided in the section "Forms and Procedures" of the bidding documents.	We understand this is to be excluding O&M period. Please consider amendment in SCC	As per clause 13.3.1, The Contractor shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract for ten percent (10%) of the Contract Price of all the Contracts, with an initial validity upto ninety (90) days beyond the end of scheduled Defect Liability Period of the last equipment covered under the package. Further, please refer clause 4 of SCC.
8.		ITB 40.0	The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will	Please clarify, we consider these are only technical documents. Also the please specify the protocol/authority matrix for IEMs	The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. Details of the IEMs are available on NVVN Website www.nvvn.com and

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			also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors / JV Partners / Consortium member with confidentiality.		NTPC tender website: www.ntpctender.com (under the tab “Integrity Pact”).
9.		BDS 15 (F)	Letter of Undertakings along with Board Resolutions for meeting various requirements specified in Qualifying Requirements	As per requirement of Tender OEM will submit letter of undertaking on their letter head duly signed by the Authorized person and with required Board Resolution authorising the person. Due to nature of the document it may not be possible to sign it on Non Judicial Indian Stamp paper. Please clarify	The relevant clauses of Bid Documents shall Prevail.
10.	Section II – Instructions to Bidders	15.2	No deviation	Clause 15.2 states that the bidder is required to accept compliance of all provisions of bid documents under 'GTE' The term 'GTE' is not defined in the Bid Document. Please clarify reference to 'GTE'.	GTE refers to the provisions such as compliance on Qualifying requirements, compliance to all provisions of bid document, acceptance of fraud prevention policy, acceptance of policy of withholding and banning of business dealing etc. that appear as checkbox for bidders confirmation at the time of submission of offer online.

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11.	Section II – Instructions to Bidders	12.7 and 18.1	Bid Security	Clause 12.7 (a) states that the bid security will be forfeited if a bidder withdraws or varies its bid during the period of bid validity. However, Clause 18.1 states that a bidder may, after submission of its bid, modify or withdraw its bid prior to the 'deadline prescribed for bid submission'. Please confirm that if a bidder were to revise or withdraw its bid <u>prior to the deadline prescribed for bid submission</u>, the bid security of such bidder will not be forfeited and will be returned to the bidder along with the bid securities of all unsuccessful bidders.	ITB Clause 12.7 (a) refers to withdrawal of offer during the period of bid validity after deadline prescribed for bid submission is over. However, before the bid submission deadline, bidder may modify or withdraw its bid. Please refer clause 18.2 in conjunction with clause 18.1. Clauses of Bid Documents are clear and shall prevail.
12.	Section II – Instructions to Bidders	12.7 and 32.2	Bid Security	Clause 12.7 states that the bid security of the bidders whose Techno-Commercial Bid have been found to be unacceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid and that the Bid Security of the Bidders who are unsuccessful after the opening of the Price Bids shall be returned immediately after award of the project to the successful bidder.	Returning of Bid security of unsuccessful bidder will be governed by clause 12.5. Please refer Amendment No 05

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				However, Clause 32.2 states that NVVN will, upon the successful bidder submitting the Performance Security, notify the unsuccessful bidders and release their bid securities. There appears to be a contradiction between Clauses 12.7 and 32.2. The return of the bid security of unsuccessful bidders should not be linked to the provision of the performance security by the selected bidder and should be returned immediately upon award of the contract to the successful bidder. Therefore, please clarify that the bid securities of the unsuccessful bidders will be released according to Clause 12.7.	
13.	Section III – Bid Data Sheet and Section VII – Forms and Procedures (Part 1 of 3)	5.0 and 1A	Bid Security	Clause 5.0 of the Bid Data sheet states that the period of validity of the bid security is 225 days from the deadline for submission of bid. However, Clause 2.0 of the Techno-Commercial Bid Form states that the bid security should be valid for a period of 225	Period of validity of Bid Security is 225 days from the date of opening of techno commercial bids. Please refer Amendment No 05

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				days from the date set for the opening of techno-commercial bids. As per Section I, the deadline for submission of bids is 25 August 2020 and the opening of techno-commercial bids is 27 August 2020. Therefore, there is a minor discrepancy with respect to what the validity period of the bid security must be. Please clarify from which date the validity period of the bid security should be calculated.	
14.	Section VII – Forms and Procedures (Part 2 of 3) and Section IV - GCC	36 and Attachment 2P	Declaration regarding Customs Duty Benefits for import of Construction Equipment	Clause 36 of the GCC states that in case any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed after 7 days prior to the deadline for Price Bid Submission and this change in law affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price will be correspondingly adjusted, and the Time for Completion will be reasonably adjusted if necessary.	As this is Domestic Competitive Bidding, no claim for adjustment in Contract Price on account of variation in, or withdrawal of, Customs Duty benefits for import of Construction Equipment shall be given.

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				However, Attachment 2P of Part 2 of Section VII – Forms and Procedures requires the bidder to provide a declaration stating they will not make any claim for adjustment in Contract Price on account of variation in, or withdrawal of, Customs Duty benefits for import of Construction Equipment. Therefore, there seems to be a contradiction between Clause 36 of the GCC and Attachment 2P. Please confirm that if any Customs Duty benefits currently available to a bidder are subsequently withdrawn, the bidder will be entitled to claim change in law relief under the contract. Also during the currency of Contract, change in law should also be applicable to change in import duty related levies and cess	
15.	Contract Agreement	3.3	Effective Date <i>"However, if any of the conditions listed under 3.1 above are not</i>	As per Clause 3.3., if the conditions listed under Clause 3.1 are not fulfilled within 2 months from the date of the Notification of Award	At the time of award, access to the full site shall be provided by Employer and all permits required to be obtained by the

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			<i>fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Contractor, the Contract will be effective from the date of Notification of Award...."</i>	because of reasons attributable to the Contractor, the Contract becomes effective from the date of the Notification of Award. However, the Contractor's time for performance should only become effective from the date on which access to the full site has been provided and all permits required to be obtained by the Employer have been obtained and are valid. Therefore, please confirm that, should the conditions listed in Clause 3.1 not be fulfilled within 2 months, the Contract will become effective from the date complete access to the site has been provided to the Contractor and all permits required to be obtained by the Employer have been obtained and are valid.	Employer already mentioned in preceding amendments shall be obtained. The relevant clauses of Bid Documents are clear and shall prevail.
16.	Section IV (GCC)	3.5	Incoterms <i>"...Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest</i>	Please confirm that the reference to the 'latest edition' of the Incoterms means that the Incoterms 2020 edition will apply to the contracts executed for this project.	'Please refer to the Notes as 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

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			<i>edition), 38 Cours Albert 1er, 75008 Paris, France”</i>		
17.	Section IV (GCC)	3.6	Construction of the Contract The GCC lists out the following contracts to be entered into between the Employer and the successful bidder: - First Contract: For Ex-works (India) supply of plant and equipment including mandatory spares. - Second Contract: For providing all services i.e. inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, erection, testing, commissioning and conducting guarantee tests in respect of all the equipment supplied under the 'First Contract' and all other services	Currently the bid documents contain one set of a GCC and SCC, which covers the complete scope of the Contractor's work (including supply, installation services, civil works and O&M). Given that the GCC and SCC also envisage 3 separate contracts to be entered into between the selected bidder and NVVN, please clarify if the GCC issued as part of the bid documents will be the same across all 3 contracts and a separate SCC (with suitable modifications) will be executed for each contract. If yes, please clarify if NVVN intends to issue the draft SCC for each of the 3 contracts prior to the bid submission date.	GCC & SCC issued as part of the bid documents will be the same for all 3 contracts and no separate GCC or SCC will be provided separately for individual contracts.

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			as specified in the Contract Documents. - Third Contract – For operations and maintenance services.		
18.	Section IV (GCC)	3.6	As per the GCC, the ‘First Contract’ is for the ex-works (India) supply of plant and equipment, including mandatory spares, for the Project.	As currently drafted, the ‘First Contract’ does not contemplate the supply of any ‘offshore equipment’, i.e. equipment that may be imported by the Contractor to India. Further, the Payment Terms in Appendix 1 of the Contract Agreement only set out payment milestones for equipment that supplied which is manufactured from within the Employer’s country and does not contain any payment milestones that are linked to the offshore supply of equipment. However, in multiple places, the Bid Document includes references to the import of equipment by the Contractor for the purposes of carrying out the scope of work. Therefore, please clarify that if the Contractor intends to import any	‘First Contract’ is for the ex-works (India) supply of plant and equipment, including mandatory spares, for the Project. If the import of any equipment is envisaged, it shall be included in Schedule I and the price to be quoted in INR.

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				equipment for the project, then the import of such equipment will be included within the scope of the 'First Contract' and that suitable payment, its currency and delivery terms will be included in the Contract Agreement to account for such supply.	
19.	Section IV (GCC)	7.1	Scope of facilities	The GCC and SCC are currently silent on which party has the responsibility of constructing and commissioning any power evacuation infrastructure required for the project. Therefore, please clarify which party will be responsible for constructing and commissioning the power evacuation infrastructure. To the extent that NVVN will be responsible for this, please confirm that if the commissioning of the power evacuation infrastructure is delayed, which results in the Contractor being unable to achieve completion, the Contractor will be entitled to an extension of time and reasonable costs associated with such delay.	Technical Specification (Section VI) Volume III Clause 27, under exclusions, Power Evacuation system beyond Terminal point as indicated in SLD is provided in the exclusions from contractor's scope. NVVN shall ensure the completion of power evacuation system during the commissioning of the power plant.

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20.	Section IV (GCC)	8.1	Time for Commencement	The Contractor will only be able to commence work on the Facilities once full access to and possession of the site has been handed over by the Employer. Therefore, please confirm that the time for commencement of work on the Facilities will only commence once complete access to and possession of the site has been handed over by the Employer.	Access to the full site shall be provided by Employer at the time of award.
21.	Section IV (GCC)	10.2	Possession and Access to Site <i>“...The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in Appendix 6”</i>	Currently, Appendix 6 is referred at many places but it seems is not populated as part of this tender document. Please provide Appendix 6 and clarify the dates by which possession of, and access to, the site will be provided by NVVN to the Contractor.	Refer Clause 28.00.00, Volume VII, Part A, Section VI.
22.	Section IV (GCC)	10.3	Employer Permits	Please confirm that the Employer will be responsible for obtaining the following permits and approvals: 1. Environmental Clearances	The CRZ Clearance, Wild Life Clearance and Environmental Clearance shall be taken by NVVN. Forest Clearance is not envisaged. Rest of the Approval and clearances are in the scope of bidder

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				2. Coastal Regulation Zone approvals/clearance 3. Forest Clearances 4. Pollution Control Board consents 5. Explosive Approval	
23.	Section IV (GCC)	10.5	<i>"...the Employer shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, to enable the Contractor to properly carry out Pre-commissioning, Commissioning and Guarantee Tests"</i>	Please clarify that NVVN will make available adequate quantities of RLNG (at no extra cost the Contractor) to enable the Contractor to carry out all necessary tests in accordance with the contract.	NVVN shall arrange the adequate quantities of RLNG (at no extra cost the Contractor)
24.	Section IV GCC	13.3	Performance security <i>"...However, in case of delay in completion of the defect liability period, the validity of all the contract performance securities shall be extended by the period of such delay."</i>	Please clarify the intention behind the phrase "delay in completion of the defect liability period". Please confirm if the intent is to refer to those specific instances where the defect liability period is extended on account of reasons attributable to the	Please refer clause 27.8 of GCC, the clauses of Bid Documents are clear and shall prevail.

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				Contractor (as specified in Clause 27.8 of the GCC).	
25.	Section IV (GCC)	13.3.1	Performance Security <i>“...The Contractor shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract for ten percent (10%) of the Contract Price of all the Contracts, with an initial validity upto ninety (90) days beyond the end of scheduled Defect Liability Period of the last equipment covered under the package”</i>	Please clarify if the Contractor is required to submit 1 performance security for all 3 contracts, or alternatively, provide separate performance securities under each contract with a cumulative value of 10% of the total contract price.	Clauses of Bid Documents are clear and shall prevail
26.	Section IV (GCC)	14.4	Taxes and Duties <i>“...However, these adjustments would be restricted to direct transactions between the Employer and Contractor and Bought out items (dispatched directly from sub-vendor's works to Site). These adjustments shall</i>	Please confirm that this language <u>will not</u> apply to spare parts and materials that are used by the Contractor for the <u>operation</u> of the gas engines. Therefore, if the rates of any taxes applicable to such spare parts and materials are increased or decreased, the Contract Price will be adjusted accordingly.	Clauses of Bid Documents are clear and shall prevails.

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			<i>not be applicable on procurement of raw materials, intermediary components and intermediary services etc. by the Contractor.”</i>	Also please clarify how the custom duty on imported equipment and parts as per Schedule 1P, 2P will be paid to bidder.	
27.	Section IV (GCC)	20.3.2	Approval/Review of Technical Documents	Please confirm that if the Project Manager fails to accept or reject any document requiring its approval within the timelines mentioned in Clause 20.3.2, such document shall be deemed to be approved.	Please refer clause 20.3.3 of GCC. The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.
28.	Section IV (GCC)	22.2.4	Other Contractors <i>“...The Contractor shall notify the Project Manager promptly of any defects in the other Contractors’ work that come to its notice, and that could affect the Contractor’s work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor”</i>	Please confirm that in the event that the Project Manager determines that the Contractor has suffered additional cost and/or has been delayed in performing its work on account of any act or omission by any other contractor employed on the site by NVVN, the Contractor shall be entitled to additional cost and/or appropriate extensions of time.	Please refer clause 22.4.2 of GCC.

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29.	Section IV GCC	23.4	Test and Inspection <i>"The Contractor shall provide the Project Manager with a certified report of the results of any such test and / or inspection.</i> <i>If the Employer or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof."</i>	Please clarify whether, if Project Manager/Employer fails to provide any comments on the test reports within 7 days, the tests shall be deemed to have been completed in accordance with the contract.	Relevant clauses of Bid Document shall prevail.
30.	Section IV (GCC)	24.2	Completion of the Facilities <i>"...Within seven (7) days after receipt of the notice from the Contractor under GCC Sub-Clause 24.1, the Employer shall</i>	Please clarify the consequences of the Employer failing to provide adequate quantities of RLNG for commissioning of the Facilities within the timeframe mentioned in Clause 24.2 and whether the Facilities	NVVN shall be responsible for providing adequate quantities of RLNG for commissioning of the Facilities within the timeframe mentioned in Bid Document.

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			<i>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."</i>	will be deemed to have achieve Completion upon such failure.	
31.	Section IV (GCC)	25.3.1	Operational Acceptance	Please confirm that, apart from the events listed in Clause 25.3.1, Operational Acceptance of the Facilities shall also occur if the Employer puts the Facilities into commercial operation at any time prior to the conducting of the Guarantee Tests.	Relevant Clauses of Bid Document shall prevail.
32.	Section IV (GCC)	27.2	Exclusions to Warranty Obligations	Please confirm that, in addition to the exclusions set out in this clause, the Contractor will not be liable for any defects or deficiencies in the Facilities that may have arisen due to:	Relevant Clauses of Bid Document shall prevail.

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				(i) the negligence of the Employer; and (ii) the Facilities being installed, used or serviced by any replacement contractor acting on behalf of the Employer and where such activities have not been carried out in conformance with the Contractor's specifications, manuals or instructions.	
33.	Section IV (GCC)	29.3	Patent Indemnity	Please clarify that the Employer's obligation to indemnify the Contractor under this clause would include claims, losses, demands etc. arising from the use, re-use or modification of any of Wartsila, or its sub-contractors' documents containing any intellectual property.	The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or

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					otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.
34.	Section IV (GCC)	30	Limitation of Liability <i>"...the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price..."</i>	Given that NVVN has proposed a 3-contract structure for this project, the limitation of liability under each contract should be capped at the total contract price attributable to <u>each contract individually</u> . Therefore, the limitation of liability of the Contractor under the 'Third Contract', for e.g., should be 100% of the O&M charges applicable during a particular year. Please confirm.	Relevant Clauses of Bid Document shall prevail.
35.	Section IV (GCC)	32.2	Care of Facilities	Please clarify that in addition to paying the Contractor all sums in respect of the Facilities executed which have been damaged or destroyed, the Employer will also pay to the Contractor the replacement value of all "Contractor's Equipment" and other facilities utilised by the Contractor to execute the Facilities	Relevant Clauses of Bid Document shall prevail.

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				and all parts thereof which are lost, destroyed or damaged.	
36.	Section IV (GCC)	33.3	Employer's Indemnity	Please confirm that, in addition to the indemnity obligations of the Employer set out in this clause, the Employer shall also indemnify the Contractor from and against any demands, losses, suits, actions etc. arising out of the death or personal injury or damage to property due to any acts or omissions of the Employer, including on account of the Employer's negligence.	Relevant Clauses of Bid Document shall prevail.
37.	Section IV (GCC)	36	Change in Laws and Regulations	Please add changes in import duty rate, cess, levies	Relevant Clauses of Bid Document shall prevail.
38.	Section IV (GCC)	37.6	Termination for Force Majeure <i>"...If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force</i>	In the event of a prolonged force majeure event, the affected party should be given the right to terminate the contract. If the affected party is the Contractor, the Contractor should, upon such termination, receive payments in accordance with Clause 42.1.3.	Relevant Clauses of Bid Document shall prevail.

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			<i>Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC Clause 6.”</i>		
39.	Section IV (GCC)	42.2 (a) and 42.3	Termination for Contractor's Default and Termination by Contractor	Please confirm that the events of default for both the Employer and the Contractor with respect to bankruptcy and insolvency will include the filing of a corporate insolvency petition for commencing the corporate insolvency resolution process under the Insolvency and Bankruptcy Code, 2016.	Relevant Clauses of Bid Document shall prevail.
40.	Section IV GCC	Clause 42.2.2	Termination for Contractor's Default <i>"If the Contractor..... (c) persistently fails to execute the Contract or persistently neglects</i>	Given that the Contract already contains separate Contractor events of default which deal with abandonment and suspension of work without cause, please clarify what kinds of Contractor events of default is intended to be covered under 42.2.2 (c) – in our view, the events listed in Clauses 42.2.2 (a) and (b) should be sufficient for the Employer to enforce	Relevant Clauses of Bid Document shall prevail.

S. No	Document No./Section/Part/Chapter	Clause No.	Clause Description	Commercial query/Deviation proposal	NVVN Reply
			<i>to carry out its obligations under the Contract without just cause."</i>	any rights of termination on account of the Contractor failing to execute the Facilities.	
41.	Section IV (GCC)	Clause 44	Contractor Performance Feedback and Evaluation System <i>"...The score-based feedback formats based on which Contractor's performance shall be evaluated is enclosed at Annexure-A.</i> <i>In case the performance of the Contractor is found unsatisfactory, the Contractor shall be considered ineligible for participating in future tenders for three years."</i>	While the score-based feedback formats set out in Annexure-A list the different criteria on which the Contractor will be scored, they do not set out the actual performance parameters that the Contractor is required to achieve. Further, the language <i>"In case the performance of the Contractor is found unsatisfactory.."</i> is extremely vague and gives NVVN wide powers to disqualify the Contractor from participating in future tenders for 3 years. Please clarify the performance parameters that the Contractor is required to achieve under the Contractor Performance Feedback and Evaluation System so that the Contractor is aware of what constitutes "unsatisfactory performance".	Relevant Clauses of Bid Document shall prevail.

S. No	Document No./Section/Part/Chapter	Clause No.	Clause Description	Commercial query/Deviation proposal	NVVN Reply
42.		GCC 47	Contractor's Labour Information Management System (CLIMS)	Please clarify the intent of this clause. This is a new addition in GCC	It is a system implemented for management of contractor's labour entry and exit out of the project/station. Already explained in GCC Clause 47
43.		GCC 50	Independent External Monitors (IEM)s	Please clarify the intent of this clause. This is a new addition in GCC	The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Employer may appoint an Independent External Monitor (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above
44.		GCC 51	Procedure for Contract Closing	Please clarify the intent of this clause. The timelines needs to be understood. What is COF means? This is new addition in GCC	Provisions are clear
45.		GCC 55	Protection of Trees	The responsibility of providing site cleared of trees and shrubs shall be responsibility of Owner or the Owner shall obtained required approval for removing them. The contractor shall not be responsible for maintenance of Trees during construction work.	Relevant Clauses of Bid Document shall prevail.
46.		GCC 57	Prevention of Pollution	The Bidder has given confirmation of meeting the CPCB guidelines. IF	Relevant Clauses of Bid Document shall prevail.

S. No	Document No./Section/Part/Chapter	Clause No.	Clause Description	Commercial query/Deviation proposal	NVVN Reply
				during construction any special provisions are required to be maintained should be expressly mentioned in this tender document	
47.		SCC 8.0	GCC New Clause 59	There is no GCC Clause 59 in GCC. Please clarify	Clause mentioned in SCC 8.0 shall be the new GCC Clause.
48.		SCC 10.0	GCC New Clause 59	There is no GCC Clause 59 in GCC. Please clarify	Clause mentioned in SCC 8.0 shall be the new GCC Clause 59.
49.		SCC 15.0	Replace existing Clause 4.0 of Appendix-1 (Due dates of payment) of Section VII book 3 of 3) with the following through SCC	Please add clause in SCC for Payment through LC for the Supply Contract in the proportion of 65% on despatch and 15% on receipt of goods at site	Provisions of the bid document shall prevail.
50.		3	Techno=Commercial Bid Form, Construct of Contract. We declare that we have studied GCC Clause 3.6 relating to mode of contracting and we are making this proposal with a stipulation that you shall award us three separate Contracts viz. 'First Contract' for Ex-works (India) supply of domestically manufactured plant and equipment including mandatory spares	Please note the OEM is not from the Owner country	Please refer to the Amendment No 05.
51.		General Comment		It seems the current tender document is designed only for local manufacturer as various terms and	If import of any equipment is envisaged subject to adherence of BDS Clause 16 ("Restrictions on procurement from a

S. No	Document No./Section/Part/Chapter	Clause No.	Clause Description	Commercial query/Deviation proposal	NVVN Reply
				conditions mentioned above are possible to comply by local manufacturer. Since the requirement of tender is such the most of the Engine OEM are from outside Owner country we request NVVN to deliberate on this and make modification in the document accordingly.	Bidder of a country which shares a land border with India”), it shall be included in Schedule I and the price to be quoted in INR only. Clause ITB 8.2.1 (i) and (ii) shall be referred where declaration of the Import content has to be given by Bidder and the Bidder shall quote the CIF value of import content in the Ex-works (India) price quoted in Schedule-1 of the bid