

| S. No | Tender Clause | Tender Requirement | Bidder's Query | NVVN Reply |
|-------|----------------------------------|---|---|--|
| 1 | ITB, Clause 8.1.1.1. | Bidder may further note that the relevant certificate for claiming the custom duty benefits shall be issued on the aforesaid declaration basis only | Bidder understands that zero customs duty is applicable for the project. Please confirm. | Bidder to refer clauses 10.4 (f) & 10.6.1 of Section II (ITB) of Bid Document. |
| 2 | ITB, Clause 10.4. | Mandatory Spares to be supplied from abroad (Schedule No. 1) shall be quoted on CIF (Indian Port-of- Entry) basis. In addition, the FOB Price and the Type Test Charges shall also be indicated | Individual FOB and CIF charges for spares not possible. Bidder request Employer to revise the requirement. | The relevant Clauses of the Bid Document shall Prevail |
| 3 | ITB, Clause 10.4. | Due Input Tax Credits under GST as per the relevant Govt. Policy, wherever applicable, shall be taken into account by the Bidder while quoting his price. | Bidder requests employer to confirm concessional GST rates applicable for the project. | The relevant Clauses of the Bid Document shall Prevail |
| 4 | ITB, Clause 11.1 | Domestic Bidders while quoting in foreign currency must comply with the requirement as laid down by Govt. of India from time to time | Bidder requests for clarification on the same. If a domestic bidder is quoting the imported components in EURO, please clarify if payment in INR by employer is possible at foreign exchange rate prevailing at the time of IGM date or at any other pre-decided day/time. | Payment will be done in quoted currency. |
| 5 | BDS, Clause 10.1 | Completion of Facilities for all the modules shall be attained within 28 months from the date of Notification of Award Equipment Erection (Mechanical, Electrical, C&I): start 9 Month and complete 24 months | Start of erection activity depends upon completion of civil work, which is employer scope. Employer should mention likely time schedule (start and complete) for civil work. | Employer shall ensure timely availability of civil fronts for start of erection. |
| 6 | BDS, Clause 11 | Bid evaluation Factor. Net Heat Rate at 100% of Engine Load 197849 (INR/(Kcal/Kwh)/MW) $X \Delta H_{Rg} X (Y/1000)$ | Bidder's understanding of loading for Heat Rate is as under. For illustration purpose if difference in Heat Rate (best heat rate and Bidder heat rate) is 100 Kcal/kWh then for 46.25 MW net output the Loading shall be Rs. 91.52 Crores. Please confirm that the above understanding is correct. | Bidder's understanding is correct. |
| 7 | BDS, Clause 11 | Bid evaluation Factor. Net Heat Rate at 100% of Engine Load 197849 (INR/(Kcal/Kwh)/MW) $X \Delta H_{Rg} X (Y/1000)$ | Bidder request to consider life cycle cost for period of 25 years including major overhaul for evaluation of bids to arrive at fair assessment of all bids. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 8 | GCC Clause 3.6.1 | Third Contract: Operation and Maintenance Services | As no separate value for O & M is given, third contract shall not be applicable. Please confirm. | Refer Amendment |
| 9 | GCC Clause 27 | The Defect Liability Period shall be eighteen (18) months from the date of Completion of the Facilities (or any part thereof) or twelve (12) months from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC. | Bidder requests Employer to consider the defect liability Period for the Equipment to be twelve (12) months after start up and commissioning or eight thousand (8000) operating hours or a maximum of eighteen (18) months after Seller's Notice of Ready to Ship, whichever is earlier. Please confirm your acceptance. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 10 | SCC Clause 5 & GCC Clause 25.2.1 | The Guarantee test of the Facilities shall be successfully completed within 18 months from the date of completion of the respective facilities. | It is very bid period and not acceptable. Guarantee test of facility should be completed immediately after start-up and commissioning or maximum within 30 days from commissioning/start-up of all GEG Sets. Please confirm your acceptance. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 11 | Critical Dates | Bid submission end date: 31.01.2022 | Considering volume of work involve in preparation of the Bid, sincerely request to extend bid submission date by four (4) weeks. | Please refer GePNIC Portal for Bid Submission Date. |

| | | | | |
|----|---|---|---|--|
| 12 | SECTION – VII (Part 3 OF 3) FORMS AND PROCEDURES | 4. Due Dates for Payment 4.1 within forty five (45) days from the date of receipt of Contractor's bill/ invoice/debit note by the Employer, provided the documents submitted are complete in all respects | Bidder request change the due date of Progressive payments within thirty (30) days instead of forty five (45) days. | Refer Sr No 06 of Amendment-02 (commercial) |
| 13 | CI 42 termination of GCC | Client has the right of "termination for convenience; though bidder shall be paid for- in such situation, but it is not clear form the tender whether that would cover our profit margins- as the bidder's right in such case is enumerated in terms "reasonable compensation". | What is reasonable compensation thus e.g. how supplies will be removed from site, its storage, transportation, alternative use etc. | Payment Towards Compensation is covered by GCC Clause 42.1.3. Clause is Clear and Shall Prevail. |
| 14 | CI 42.2.2 GCC | Cure period for bidder's default if 28 days, which is not reasonable considering the terrain of the project. | 28 days seems less considering location and covid situation | Relevant Provisions of Bid Document is clear and shall Prevail |
| 15 | clause 30 on page 111 of the GCC. | We understand that as per the provision of "Limitation of liability", neither party is liable to pay indirect damages, which is ok. However, this exception will not be applicable in case of levy of LD. Therefore, up to the LD quantum, bidder shall be liable for indirect damages. | Please confirm the understanding | Relevant Provisions of Bid Document is clear and shall Prevail |
| 16 | | Whether High Sea Sales allowed ? | NTPC will be the importer | Refer ITB Clause 10.4. It is further clarified that the High Sea sales documentation to be done by bidder. |
| 17 | CI 10.6.1 of ITB | Custom Duty Benefit - Project Essentiality Certificate | How NTPC will support in issuance of Project Essentiality Certificate | Relevant Provisions of Bid Document is clear and shall Prevail |
| 18 | | Bid Document : NVVN/C&M/RE-123/2021-22 E Procurement Portal : NVVN/CandM/RE-123/2021-22 Tender Notice : NVVN/C&M/RE-123/2021-22 | Which is the correct reference? | All are same and Valid |
| 19 | GCC 22.08.01 | Contractor may carry on the work, round the clock, in multiple shifts per day | | Relevant Provisions of Bid Document is clear and shall Prevail |
| 20 | | Price Escalation: Form of contract agreement Appendix 2 Price Adjustment page 1 of 19 point (iii) covers various components of the Contract Price as subject to Price adjustment but excludes FoB supplies component however point (vii) heading covers ExW / FoB supplies both. | We request FoB content to be covered within the same clause without the applicable of forex rates correction. | Refer S. No 02 of Amendment 02 (Commercial) |
| 21 | | Form of contract agreement Appendix 1 Terms of Payment Schedule 4 Installation Services specifies clause IA for 5% advance and clause IB for another 5% advance however keeps this advance as interest bearing at 12.2% p.a. | We request that aforesaid 10% advance should be interest free in line with advance against supplies. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 22 | | How to verify the local content for the purpose of clause BDS no 13.0 ITB clause 28 Annexure 1 Preference to Make in India and granting of purchase preference to local suppliers | Verification of local content | It shall be as per Clause 05 of Annexure I of BDS. |
| 23 | | Some of the content of the bid may be in multi currency. Bidder intends to understand whether NVVN will pay to the bidder multicurrency (freely convertible currency) as quoted without any cap? | Multicurrency | Refer Clause 11 of ITB Section II. Relevant Provisions of Bid Document is clear and shall Prevail |
| 24 | | clause 41, page 124 Suspension of work by client there is no clarity over the payment of work done by contractor in the event of suspension of work where the reason of suspension is not attributable to bidder. | Payment in the event of suspension of work | Payment is as per GCC Clause 41.3 (Page 125). The Clause is clear and shall Prevail |
| 25 | GCC 22.08.01 | Contractor may carry on the work, round the clock, in multiple shifts per day | | Relevant Provisions of Bid Document is clear and shall Prevail |
| 26 | GCC Clause 36.03.00 | Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. | Civil work is in scope of employer. Impact on bidder's work in case if any delay in civil work? | Employer shall ensure timely availability of civil fronts for start of erection. |
| 27 | | Infrastructure For Material Handling | Can employer provide following, Load bearing capacity of road? Load handling capacity of crane on port? | Bidder to do due diligence on its own. |
| 28 | GCC Clause 42.3.4 | If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, the Employer shall pay to the Contractor all payments specified in GCC Sub-Clause 42.1.3 and reasonable compensation for all loss or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination. | What is reasonable compensation thus e.g. how supplies will be removed from site, its storage, transportation, preservation, alternative use etc. | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|----|-------------------|---|---|---|
| 29 | GCC Clause 42.2.2 | Has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 41.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed | 28 days seems less considering location and covid situation | Relevant Provisions of Bid Document is clear and shall Prevail |
| 30 | AMENDMENT No.01 | (a) Amount of Bid Security: INR 5,00,00,000/- (Indian Rupees Five Crore only). OR USD 6,57,700/- (US Dollar Six Lakhs Fifty Seven Thousand Seven Hundred.) (b) Period of validity of Bid Security: 45 days beyond expiry of the validity of bid, i.e. 225 days from from the deadline for submission of bid. Bid Security shall be in favour of NTPC VIDYUT VYAPAR NIGAM LIMITED, NEW DELHI. | NVVNL to provide full address of beneficiary to be mentioned on BG for Bid Security. | Refer BDS Clause 2.0 |
| 31 | BDS, Clause 11 | Completion of Facilities for all the modules shall be attained within 28 months from the date of Notification of Award. | Start Date & Completion Date for the Civil Activity is missing to estimate the Site Construction schedule for Electromechanical item. In case civil is not ready by the time Material is ready for dispatch, will separate storage facility be provided near to site. NVVN to confirm | Employer shall ensure timely availability of civil front for start of erection. |
| 32 | IFB Clause 6.2.0 | Engineering Procurement Construction 6.2.0(i) The bidder should have executed in last 10 years contracts involving engineering, supply, erection/supervision of erection, commissioned/supervision of commissioning, in the area of power, steel, oil & gas, petro-chemical, fertilizer and / or any other process industry with the total value of such contracts being INR 1000 million or more. At least one of such contracts should have a contract value of INR 300 million or more. These projects should have been in successful operation for a period of not less than one (01) year prior to the date of techno-commercial bid opening. | We understand bidder has to provide at least 1 no. reference with contract order value INR 300 Million or more. And to meet cumulative INR 1000 million or more bidder can provide multiple contract order references involving engineering, supply, erection/supervision of erection, commissioned/supervision of commissioning, in the area of power, steel, oil & gas, petro-chemical, fertilizer and / or any other process industry and which have been successful operation for a period of not less than one (01) year prior to the date of techno-commercial bid opening. | Bidder's Understanding is correct. |
| 33 | IFB Clause 6.1.0 | Route-1: Qualified Engine Manufacturer The Bidder should be an Engine manufacturer who has designed, manufactured, supplied and commissioned/ supervised commissioning of at least one (01) Gas Engine for power generation, having minimum rating as that of the offered Gas Engine, which should have logged a minimum of 4000 fired hours since commissioning and should have been in successful operation, for a period of at least one (01) year, prior to the date of techno-commercial bid opening. | We understand bidder can provide maximum 3 nos. references for Qualification of Engine Manufacturer as stated in clause no. 6.1.0 | Bidder's Understanding is correct. |
| 34 | BDS Clause 4.0 | The reference plants whose details have been declared as per the specified format in the relevant attachment [i.e. Attachment No.-3A] shall only be considered to ascertain the bidder's compliance to the specified Qualifying Requirement (QR). Bidders wishing to provide additional reference plants are required to declare the same in similar format which shall be additionally attached. However, bidders are not permitted to quote more than three (03) nos of the reference works/plants wherever specified in the Qualifying Requirements for this purpose. | | |

| | | | | |
|----|------------------------|---|---|---|
| 35 | ITB Clause 8.1.1.2 | <p>Attachment 7: Declaration regarding Import content (To be submitted along with Price Bid.)</p> <p>Bidder may note that CIF value of import content in the Ex-works (India) price quoted in Schedule-2 of the bid, if any shall be necessarily declared by the bidders in Attachment-9 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.</p> | Request NNVN to confirm the exact custom duty benefits availability and documents /essentiality certificate to be provided by NNVN to claim the customs benefits .If Bidder imports the machinery under its own name by filling Bill of entry in its own whether customs duty shall be available or not in that case | Bidder to refer clauses 10.4(f) & 10.6.1 of Section II (ITB) |
| 36 | ITB Clause 8.1.1.2 | <p>Attachment 7A: Customs Duty Benefits for import of Construction Equipment (To be submitted along with Price Bid)</p> <p>Declaration regarding the custom duty benefits for Import of Construction Equipment considered in the Bid.</p> | Request NNVN to inform the procedure for availing customs duty benefits for import of construction equipment | Bidder to refer clause 10.6.1 of Section II (ITB) |
| 37 | ITB Clause 8.1.1.2 (c) | <p>(c) Attachment 5: Subcontractors Proposed by the Bidder (To be submitted along with Techno-Commercial Bid: Envelope-I) Page No. 11 & 12</p> <p>The Bidder shall include in its bid details of all major items of supply or services that it proposes to purchase or sublet and shall give details of the name and nationality of the proposed Subcontractor, including vendor, for each of those items. Bidders are free to list more than one Subcontractor/Vendor against each item of the facilities. Quoted rates and prices will be deemed to apply to whichever Subcontractor/Vendor is appointed, and no adjustment of the rates and prices will be permitted. The Bidder shall be responsible for ensuring that any plant, equipment or services to be provided by the Sub-Contractor/Vendor comply with the requirements of ITB subclause 8.1.1.2 (a).</p> | Request NNVN to please clarify if the bidder needs to Provide Details of every sub contractor of every activity at the time of bidding or it can be submitted later on .Considering the exhaustive work involved ,request NNVN to please remove this requirement at the time of bidding and in place pl keep this clause at the execution stage | Details/Documents of Subcontractors are to be provided during detailed engineering for approval of NNVN. |
| 38 | ITB Clause 8.1.1.2 (n) | <p>(n) Attachment 16: Milestone Schedule (To be submitted along with Techno-Commercial Bid: Envelope-I Bid Details regarding the timing & sequence of all key activities/facilities and giving the necessary for successful completion of the contract, as per Employer's format enclosed</p> | Request request NNVN to please remove this requirement at the time of bidding and in place pl keep this clause as "Bidder needs to submit Milestone Schedule within a reasonable time after award of the contract " | Attachment 14: Milestone Schedule (To be submitted along with Techno-Commercial Bid. Relevant Provisions of Bid Document is clear and shall Prevail |
| 39 | ITB Clause 8.2.1(ii) | <p>Bidder may note that CIF value of import content in the Ex-works (India) price quoted in Schedule - 2 of the bid, if any, shall be necessarily declared by the bidders. Bidder may further note that the relevant certificate for claiming the concessional custom duty benefits, if any 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.</p> | Request NNVN to confirm whether bidder can Quote and claim payment in Dual currency : For Imported content in USD /Euro and local content in Indian Rupees .Request NNVN to confirm the procedure for taking payment in foreign currency in case of imported content | Refer Clause 11 (titled Bid Currencies) of ITB Section II. |

| | | | | |
|----|----------------------|--|--|--|
| 40 | ITB Clause 8.2.1(ii) | Bidder may note that CIF value of import content in the Ex-works (India) price quoted in Schedule - 2 of the bid, if any, shall be necessarily declared by the bidders. Bidder may further note that the relevant certificate for claiming the concessional custom duty benefits, if any 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. | Request NVVN to confirm whether customs duty shall be directly paid by them on Imported content including imported spares as there is no provision in the schedule to enter customs duty amount .PI confirm the manner and procedure of customs duty payment | Bidder to refer clauses 10.4(f) & 10.6.1 of Section II (ITB) |
| 41 | ITB Clause 8.2.1(ii) | In cases where no value is indicated by the bidder against the CIF value of import content in Attachment-9 or statement/ any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, in such cases the CIF value of import content in the bid shall be considered as "NIL" for the purpose of issuance of relevant certificate for claiming the concessional custom duty benefits, if any. No further claim in this regard shall be entertained by the Employer. | Request NVVN to confirm whether high seas sales is allowed for the imported content | Refer ITB Clause 10.4. It is further clarified that the High Sea sales documentation to be done by bidder. |
| 42 | ITB Clause 8.3 & 8.4 | 8.3 (Page No. 17) The Envelope-II Price Bid submitted by the Bidder should be without any deviations and strictly in conformity with the provisions of all bidding documents and amendments / addenda / corrigenda / errata / clarifications issued by Employer to the Bidding Documents prior to Envelope-II bidding. A conditional Price Bid shall run the risk of rejection. 8.4 (Page No 17) Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid. If the Technical/commercial matters indicated in Price Bid are found to be in contradiction with the details furnished in Techno Commercial Bid, the details furnished in Techno Commercial Bid shall prevail. | Request NVVN to specify separately the major conditions on which deviations are not allowed and conditions on which deviations can be allowed .Considering nature of the Project ,statutory approvals to be needed and physical conditions ,there may be some conditions or parameters needs to be relook by both NNVN and the contractor .Hence request NVVN to delete this conditions and allow minor deviations . | It is a No deviation Bid. Relevant Provisions of Bid Document is clear and shall Prevail |
| 43 | ITB Clause 10.4(d) | Installation Services including Erection and Civil & Allied Works and O&M for three years (as applicable) shall be quoted separately (Schedule No. 4) and shall include rates or prices for all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, charges for insurance covers other than inland transit Insurance, charges for Safety Aspects / Compliance to Safety Rules including operations and maintenance services, the provision of operations and maintenance manuals, training of employer's personnel, etc., and other services, as identified in the Bidding Documents, as necessary for the proper execution of the Installation Services. Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price (excluding Civil / Structural works price (if applicable) should not be less than 15% of the cumulative total of FOB Price of Main Equipment indicated in Schedule No.1 and Ex-works Price of Main Equipment indicated in Schedule No.2, specified in BDS. In case the Installation Price is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from the FOB & Ex-works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the | Understand that Civil works is very minimum hence PI specify the exact civil works . Hence keeping 15% towards installation price is not justifiable hence requesting NVVN to not to keep this clause and bidder should be allowed to keep the installation service value as per his own choice | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|----|--------------------|---|---|---|
| 44 | ITB Clause 10.4(d) | In case the Installation Price is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from the FOB & Ex-works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of installation of the respective equipment and its certification by the Project Manager. | Request NVVN to delete this clause as this is not justifiable in the absence of civil works in scope of work | Relevant Provisions of Bid Document is clear and shall Prevail |
| 45 | ITB Clause 10.4(d) | 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 | Request NVVN TO Please delete this condition and Bidder should be allowed to keep the amount towards Safety aspect as per his convenience | Relevant Provisions of Bid Document is clear and shall Prevail |
| 46 | ITB Clause 10.4(d) | In case 'Amount linked to Safety Aspects/ compliance to Safety Rules' is less than aforesaid minimum percentage specified of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works, the amount by which it is lower shall be retained proportionately from the other components of Schedule-4 of the Contract price while releasing payments of each RA bill. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount. The amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount shall be payable in part or full based on safety compliance duly certified by Project Manager and Safety-in-charge on quarterly basis. | .Bidder understand while calculating capping of safety Aspect only installation service portion of the contract needs to be taken .Other services and work are to be excluded while calculating Amount Linked to safety aspects .PI confirm cleraly | Relevant Provisions of Bid Document is clear and shall Prevail |
| 47 | ITB Clause 10.4(d) | (If Prices are quoted in foreign currency then SBI Bills Selling exchange rate as on the date set for submission of Price bids shall be considered for the purpose of computing installation percentage / retention amount). | Understand that Price Quoted in Foreign currency for the imported content shall be paid in foreign currency .Request NVVN to confirm the same .PI also let us know whether we can get payment in foreign currency for the domestic content also | Bidder to refer Clause 11 of ITB Section II. Payment will be made in quoted currency. |

| | | | | |
|----|--------------------|---|--|---|
| 48 | ITB Clause 10.4(f) | <p>The prices quoted in Schedule Nos. 2, 3 & 4 shall be inclusive of all Taxes, Duties, Levies & charges, except Goods and Services Tax (GST), payable in the Employer's country as of seven (7) days prior to the deadline for submission of price bids. Further, all Taxes, Duties, Levies & Charges on the Materials incorporated in Erection and Civil & Allied Works (as applicable) shall also be included in the prices quoted in Schedule No. 4 & no Separate payment on this account, whatsoever, shall be made by Employer.</p> <p>Goods and Services Tax (GST) applicable on goods and services specified in Schedule Nos. 2, 3 & 4 shall not be included in respective schedules, but shall be quoted separately in Schedule No. 7. The Goods & Services Tax (GST) quoted by the bidder in Schedule No. 7 shall be as applicable in the Employer's country as on seven (7) days prior to the deadline for submission of Price Bids.</p> <p>The Employer shall be responsible and be liable for payment of Customs Duty / Import Duty on CIF (Indian Port of Entry) component of the Plant and Equipment including Mandatory Spares to be supplied from abroad and quoted in Schedule No. 1. Further, the Employer, as a consignee shall furnish promptly necessary clarifications and documents as may be required to be furnished by the consignee for the purpose of customs clearance.</p> | Request NVVN the procedure of payment of customs duty . Understand Tender is talking of High Seas Sales in case of imported content.PI confirm .Request NVVN to let us know the procedure of keeping NVVN as consignee in the imported content | Refer ITB Clause 10.4 High Sea sales documentation to be done by bidder. |
| 49 | ITB Clause 10.6.1 | <p>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. 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.</p> | Request NVVN to PI let us know the customs duty benefits and under which notification / customs circular such benefits are available .PI let us know the exact rules and procedure | Bidder to refer clause 10.6.1 of ITB Section II. Relevant Provisions of Bid Document is clear and shall Prevail |
| 50 | ITB Clause 10.6.3 | <p>10.6.3 However, if the above certificates are required to be issued by any department / ministry of Government of India or State Government where the Project is located other than Employer, the bidder shall itself be responsible for obtaining such certificate from the concerned department / ministry. In such a case, the Employer may issue a letter of recommendation. Further, the bidders shall themselves be solely responsible for availing the above benefits, which they have considered in their bid. In case of failure of the bidders to receive the benefits partly or fully from the Govt. of India and / or in case of any delay in receipt of such benefits and / or withdrawal of such benefits by the Govt. of India, the Employer shall neither be liable nor responsible in any manner whatsoever</p> | Request NVVN to please delete the above clause as Custom Duty is under its scope and relevant certificate to be taken from any statutory authority for taking exemptions in customs duty Needs to be apply and taken by NVVN only.PI confirm .ay delay in getting customs benefits and non availability of customs duty benefit should not results into penalisation of Bidder | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|----|-----------------|---|--|--|
| 51 | ITB Clause 10.7 | <p>Price Basis - Prices quoted by the Bidder shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour, material, etc. in accordance with the procedures specified in Appendix-2 to the Form of Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. The price adjustment provision will not be taken into consideration in bid evaluation. Bidders must indicate the name, source and origin of labour and material indices along with their base values and corresponding coefficients in Attachment 17 to bid.</p> | Request NNVN to please let us know the relevant indices applicable on Labour and MATERIAL Including imported material | For Price Adjustment refer Revised Appendix 2A of contract agreement as mentioned at S. no 02 of Amendment No 02 |
| 52 | ITB Clause 11.1 | <p>Prices shall be quoted in the following currencies:</p> <p>(a) Plant and equipment including type tests and mandatory spares covered under ITB Sub- Clauses 10.4 (a) & 10.4 (b) and EXW / CIF price of recommended spare parts covered under ITB Sub-Clause 10.4(e) shall be quoted in any currency. Domestic Bidders while quoting in foreign currency must comply with the requirement as laid down by Govt. of India from time to time.</p> <p>(b) Local transportation, inland transit insurance and other local costs incidental to delivery of the plant and equipment including mandatory spares covered under ITB Sub-Clause 10.4 (c) and Installation services covered under ITB Sub-Clause 10.4</p> <p>(d) shall be quoted in local currency. However, foreign component, if any, of Installation Services (excluding civil, structural & allied works) covered under ITB Sub-clause 10.4 (d) may be quoted in foreign currency.</p> <p>"Bidders to ensure that only imported supplies envisaged during O&M period is to be quoted in foreign currency (if desired). All other components of O&M other than imported supplies are to be quoted necessarily in Indian Rupees only."</p> | Request NNVN to confirm whether the Bidder can get payment in Foreign currency for the Whole O & M or only for Imported spares .Request NNVN to please inform the procedure to claim payment in Foreign Currency | Supervision of O&M shall be in the scope of Bidder. Refer Part A Volume I of Technical Specification Section VI |
| 53 | ITB Clause 21.8 | <p>No deviation, whatsoever, is permitted by the Employer to the provisions relating to the following clauses (important provisions) of Bidding Documents.</p> <p>(a) Governing Laws (Clause 5 of GCC, Section IV).</p> <p>(b) Settlement of Disputes (Clause 6 of GCC, Section IV).</p> <p>(c) Terms of Payment (Clause 12 of GCC, Section IV).</p> <p>(d) Performance Security (Clause 13.3 of GCC, Section IV).</p> <p>(e) Security for Deed(s) of Joint Undertaking (Cl. 13.4 of GCC, Section-IV). (NOT Applicable)</p> <p>(f) Taxes and Duties (Clause 14 of GCC Section IV).</p> <p>(g) Completion Time Guarantee (Clause 26 of GCC, Section IV).</p> <p>(h) Defect Liability (Clause 27 of GCC, Section IV).</p> <p>(i) Functional Guarantee (Clause 28 of GCC, Section IV).</p> <p>(j) Patent Indemnity (Clause 29 of GCC, Section IV)</p> | Clause 21.8 empowers the Employer to penalise the Bidder even if deviations are minor and due to some valid reasons .Request NNVN to delete this clause and instead specify major deviations which are not allowed and violations of which results into major loss to the Employer | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|----|-----------------|--|--|--|
| 54 | ITB Clause 30 | <p>30. Award Criteria</p> <p>30.2 The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his bid security will be forfeited.</p> <p>30.3 The Employer reserves the right to vary the quantity of any of the Spares and/or delete any item of Spares altogether at the time of Award of Contract.</p> | In case of increase in the Quantity ,Price should also be increased .Request NVVN to add that Bidder shall be paid extra in case of addition in scope as per the unit price Quoted by the Bidder | Relevant Provisions of Bid Document is clear and shall Prevail |
| 55 | ITB Clause 30.4 | <p>in the case of successful Foreign Bidder, the award shall be made as follows:</p> <p>(i) First Contract: For CIF (Indian port-of-entry) supply of plant and equipment including type test charges and mandatory spares to be supplied from abroad.</p> <p>(ii) Second Contract: For Ex-works (India) supply of domestically manufactured plant and equipment including type test charges and mandatory spares.</p> <p>(iii) Third Contract : For providing all services i.e. port handling, port clearance and port charges for the imported goods, further loading, inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests in respect of all the equipment supplied under the First Contract & the Second Contract and all other services as specified in the Contract Documents.</p> <p>First, Second and third Contracts will contain across-fall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on the Employer to terminate the other Contracts also at the risk and the cost of the Contractor.</p> | Every Contract is a distinct and separate contract. So breach in one contract cannot be constitute breach of other contracts .Request NVVN to delete the clause | Relevant Provisions of Bid Document is clear and shall Prevail |
| 56 | ITB Clause 27 | <p>27.1 Evaluated bid price in Indian Rupees of each bid will be 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.</p> <p>The comparison shall be of the EXW Price of Plant and Equipment including Type Test Charges and Mandatory Spares offered from within the Employer's country, such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the Plant and Equipment including Mandatory Spares plus the price of the CIF named port of destination (or CIP Border point or CIP named place of destination) of the Plant and Equipment including Type Test Charges and Mandatory Spares offered from outside the Employer's country, plus the cost of Local Transportation, Insurance Covers, all Installation Services required under the Contract, plus the Goods and Services Tax (GST) specified by the Bidder in its Bid (applicable on goods and services quoted in Schedules-2, 3 & 4) and Import Duties applicable on CIF Price quoted in Schedule-1 .</p> | Request NVVN to please confirm where to indicate customs duty as there is no provision in the existing schedules | Refer Clauses 10.4(f) & 10.6.1 of ITB Section II. |

| | | | | |
|----|------------------------|---|---|---|
| 57 | ITB Clause 30 | <p>The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Clause 3.6 and briefly indicated below:</p> <p>In the case of successful Domestic Bidder, the award shall be made as follows:</p> <p>(i) First Contract: For CIF (Indian port of entry) supply of plant and equipment including type test charges and mandatory spares to be supplied from abroad.</p> <p>(ii) Second Contract: For Ex-works (India) supply of plant and equipment including type test charges and mandatory spares.</p> <p>(iii) Third Contract: For providing all services i.e. port handling, port clearance and port charges for the imported goods, further loading, inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests in respect to fall the equipments supplied under the 'First Contract' & the 'Second Contract'.</p> <p>First, Second and third Contracts will contain cross fall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on the Employer to terminate the other Contracts also at the risk and the cost of the Contractor.</p> | Request NVVN to delete the Cross Breach clause among all the contracts as every contract is a separate contract | Relevant Provisions of Bid Document is clear and shall Prevail |
| 58 | ITB Clause 34.2 & 34.3 | <p>34.2 (Page No. 41) The Bank Guarantees submitted towards Performance Security shall be essentially from any of the Banks listed in Annexure-I to SCC. The Bank guarantee submitted from within India towards Performance Security shall be issued on Non-Judicial Stamp Paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed whichever is higher.</p> <p>34.3 (Page No 41) While issuing the physical BG(s), the Bidder's Bank shall also send electronic message to Employer's Beneficiary Bank, pursuant to ITB sub-clause 12.4.1.</p> | <p>The Employer himself is asking BG in electronic form through SFMS vide (ITB) sub-clause 12.4.1. Hence</p> <p>Physical copies of BG's shall be the mere printouts of BG's submitted through SFMS mode and hence are not themselves the original / .pl clarify</p> | Refer Sr No 01 of Amendment No 02 (commercial) |
| 59 | ITB Clause 34.1 | In case Deed(s) of Joint Undertaking by the Contractor along with his associate(s) / collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s) / collaborator(s) for amount(s) specified in Bid Data Sheets shall be furnished within twenty-eight (28) days after Notification of Award. These Bank Guarantees shall be furnished in the form provided in the section "Forms and Procedures" of the bidding documents and shall be valid till such period as specified in the corresponding format for Deed of Joint Undertaking. | We understand deed of Joint undertaking and related clause and forms are not applicable for this project. Hence Bank Guarantees from Associates are not required | Deed of Joint Undertaking Not Applicable. Bidder to submit Letter of Undertaking as per Attachment 3I |
| 60 | BDS Clause 10.4(iii) | 10.4(iii) 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. | Request NVVN to delete the clause and bidder should be allowed to keep such percentage on Safety aspect as he thinks fit | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|----|------------------|---|---|---|
| 61 | GCC Clause 3.6.1 | <p>The Contracts to be entered into between the Employer and the successful bidder shall be as under:</p> <ul style="list-style-type: none"> - 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 (including civil, structural steel work & allied work, as applicable), insurance covers other than inland transit insurance, testing and commissioning including carrying out guarantee tests in respect of all the Plant and Equipment supplied under the 'First Contract' and all other services specified in the Contract Documents. - Third Contract: Operation and Maintenance Services as specified in the contract documents. | Understand that Operation and Maintenance is not under the scope .Only Supervision is under the scope and that too for only one year .PI confirm the same and PI state the exact scope of supervision | Refer S. No 03 of Amendment -02 (commercial) for the construction of contract. Also Refer Clause 30.4 of ITB. |
| 62 | GCC Clause 3.6.2 | The award of separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Facilities as per Contract Documents and a breach in one Contract shall automatically be construed as a breach of the other Contract(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and the cost of the Contractor | This paragraph needs to be deleted. Contracts are treated as independent and breach of one should not be linked with other contract and should not be available as a right to terminate the other contracts | Relevant Provisions of Bid Document is clear and shall Prevail |
| 63 | GCC Clause 6.3.3 | <p>6.3.3 Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by Chairman, NVVN from the List of empanelled Arbitrators of NTPC in the following manner :-</p> <p>a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party.</p> <p>b) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for Chairman, NVVN to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.</p> <p>c) It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under section 29B of the Arbitration and Conciliation Act, 1996 as amended.</p> | Request NVVN to change the existing clause and replaced with the clause stating as " Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed mutually by both the parties in the manner provided in the tender " | Relevant Provisions of Bid Document is clear and shall Prevail |
| 64 | GCC Clause 7.3 | 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 proposes to delete this clause | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|----|----------------|--|---|--|
| 65 | GCC Clause 7.3 | <p>The prices of all future requirements of item of spares beyond 3 years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by Employer as a part of mandatory spares or recommended spares, or from the rates of mandatory spares or recommended spares as quoted by / negotiated with the Contractor. Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the mainContract excepting that the base indices will be counted from the scheduled date of Commissioning of the last equipment under the main contract and there will be no ceiling on the amount of variation in the prices. The above option for procuring future recommended spares by the Employer shall remain valid for the period of 5 years from the date of Commissioning of the equipment.</p> | Request NVVN to keep the base indices as date of NOA | Relevant Provisions of Bid Document is clear and shall Prevail |
| 66 | GCC Clause 7.3 | <p>in case the Contractor fails to supply the mandatory, recommended or long term spares in the terms stipulated above, the Employer shall be entitled to purchase the same from the alternate sources at the risk and the cost of the Contractor and recover from the Contractor, the excess amount paid by the Employer over the rates worked on the above basis. In the event of such risk purchase by the Employer, the purchases will be as per the Works and Procurement Policy of the Employer prevalent at the time of such purchases and the Employer at his option may include a representative from the Contractor in finalizing the purchases. It is expressly understood that the final settlement between the parties in terms of relevant clauses of the Contract Documents shall not relieve the Contractor of any of his obligations under the provision of long term availability of spares and such provisions shall continue to be enforced till the expiry of 5 years period reckoned from the scheduled date of Commissioning of the Plant and Equipment unless otherwise discharged expressly in writing by the Employer. Further, the provisions pertaining to long term availability of spares shall be extended beyond 5 years applicability period mentioned hereinabove if so desired by the Employer and at the mutually acceptable escalation formula.</p> | Bidder proposes to delete this Clause. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 67 | GCC Clause 8.1 | <p>The Contractor shall commence work on the Facilities from the date of Notification of Award and without prejudice to GCC Sub-Clause 26.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Appendix 4 (Time Schedule) to the Contract Agreement.</p> | <p>The above paragraph should be restated as “ Contractor shall commence work on the facilities from the date of notification of award and receipt of advance payment).Reference and applicability of Clause 26.2 which talks of levy of liquidated damages and termination should not be applicable on just receipt of NOA</p> | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|----|-----------------|--|---|--|
| 68 | GCC Clause 9.2 | <p>The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data as to boring tests) provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities as at the date twenty-eight (28) days prior to deadline set for price bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.</p> | <p>Bidder proposes that notwithstanding such visit and visual examination of the Site, and its receipt of data relating to the Site and/or Facilities provided by the Employer (if any), if:</p> <ul style="list-style-type: none"> a) subsurface conditions are encountered that deviate from the assumptions regarding such conditions set forth in the Bidder's bid / NVVN's report, or b) hazardous materials are encountered in or on the Site, or c) the facilities and utilities which according to the Bidder's bid are to be provided by the Employer are not readily available, and as a result of such circumstances described in items (a), (b) and/or (c) above, the Contractor suffers a delay or incurs costs, or the performance of additional work by the Contractor is required, the Contractor shall be entitled to an extension of the Time for Completion, payment of costs and payment of compensation for the additional work performed by way of a Change Order. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 69 | GCC Clause 10.2 | <p>The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in Appendix 6.</p> | <p>Please clarify the date on which the Employer will provide the possession of entire Site with Right of way and access thereto.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 70 | GCC Clause 10.6 | <p>The Employer shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC Sub-Clause 24.8, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GCC Sub-Clause 25.2.</p> | <p>To amend 10.6 as follows: The Employer shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC Sub-Clause 24.8, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GCC Sub-Clause 25.2. Note: this is because the Contractor will be performing the O&M.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 71 | GCC Clause 13.2 | <p>The Contractor shall, within twenty-eight (28) days of the Notification of Award of Contract, provide a security in an amount equal to the advance payment for supply of Plant & Equipment and 110% of the advance amount for Installation Services and Civil & Allied Works calculated in accordance with Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the currency or currencies of the Contract, with an initial validity of up to ninety (90) days beyond the schedule date of Completion of the last facility covered under the package in accordance with GCC Clause 24. However, in case of delay in completion of the facilities under the package, the validity of this security shall be extended by the period of such delay. The advance payment security shall also cover the amount of GST as applicable on the advance payment to be paid to the contractor.</p> <p>The security shall be in the form of an unconditional bank guarantee as per the proforma provided in Section VII (Forms and Procedures) - Form of Advance Payment Security. 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. The cumulative amount of</p> | <p>Request NVVN to keep the advance BG for installation services as 100% of the advance amount and not as 110% of the advance amount. Request NVVN to Please confirm can the bidder give two ABG's as per the respective contract</p> | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|----|-----------------|---|---|--|
| 72 | GCC Clause 13.3 | The Contractor shall ,within 28 days of the Notification of Award ,provide securities for the due performance of the contract for ten (10%) of the contract Price of all the contracts with an initial validity up to ninety beyond the end of scheduled defect liability period of the last equioment covered under the package . | Request NNVN to PI replace the time of submission of PBG from 28 days to 45 days from the date of NOA .PI also confirm that Mandatory spares and recommneding spares are not be subject to any performance Guarantee .If Contractors are required to give PBG for mandatory spares and recommending spares then PI confrim the submission time of PBG for such spares | Refer SCC Clause 04 for Performance Bank Guarantee |
| 73 | GCC Clause 13.3 | Unless otherwise stipulated in SCC, the security shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate time for Completion is provided, twenty one (21) months after Completion of the Facilities or where relevant part thereof, or fifteen (15) months after Operational Acceptance of the Facilities (or the relevant part thereof), whichever occurs first; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 27.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. | To amend 13.3.3 entirely as follows: Each Performance Security shall be reduced to 5% of the Contract Price upon the passing of the Guarantee Tests. If the Defects Liability Period has been extended on ay part of the Facilities pursuant to GCC Sub-Clause 27.8 hereof, the Contractor shall extend the Performance Security accordingly. The security shall be returned to the Contractor immediately after its expiration. Notes: - There should be a reduction of the Performance Security upon the passing of the Guarantee Tests. | Refer SCC Clause 04 for Performance Bank Guarantee |
| 74 | GCC Clause 13.3 | In case Deed(s) of Joint Undertaking by the Contractor along with his Collaborator(s) / Associate(s) form part of the Contract, then, in addition to the Contract performance securities furnished by the Contractor, the Collaborator(s) / Associate(s) shall furnish, within twenty eight (28) days of the Notification of Award, separate unconditional Bank Guarantee(s) towards faithful performance of the Deed(s) of Joint Undertaking for amount(s) specified in relevant Item of Bid Data Sheets and with validity till such period as specified in the corresponding format for Deed of Joint Undertaking. However, in case of delay in completion of defect liability period, the validity of Bank Guarantee(s) submitted towards faithful performance of Deed(s) of Joint Undertaking shall be extended by such period of delay. The Bank Guarantee(s) shall be denominated in the currency or currencies of Contract and shall be as per the proforma provided in Section-VII (Forms and Procedures) - Form of Bank Guarantee to be furnished by Associate(s) / Collaborator(s). | As joint undretaking is not asked in the Tender hence request NNVN to please state cleraly that (Collaborator/ associate not to be ask to give any PBG hence this clause to be delete | Deed of Joint Undertaking Not Applicable. Collaborator/ associate PBG Not applicable |
| 75 | GCC Clause 14.2 | Notwithstanding anything to contrary contained in the Contract, the Contractor's right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law. | We are paying GST on consolidated basis not party wise, so the clause asking the Contractor's right to payment under the Contract is subject to payment of applicable GST to the credit of appropriate Government should be deleted as this clause is indirectly asking submission of proof of payment of GST | Relevant Provisions of Bid Document is clear and shall Prevail |
| 76 | GCC Clause 14.3 | If any tax exemptions, reductions, allowances or privileges are available to the Contractor in the country where the Site is located, the Employer shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent. | PI let us know tax exepmptions ,reduction ,allowances or privileges available to the bidder | Bidder To determine Tax Applicability and Benefits |

| | | | | |
|----|-----------------|---|--|--|
| 77 | GCC Clause 14.4 | <p>For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing on seven (7) days prior to the deadline set for price bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC Clause 36 (Change in Laws and Regulations) hereof. 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 not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor.</p> | Please delete. "These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor." | Relevant Provisions of Bid Document is clear and shall Prevail |
| 78 | GCC Clause 14.7 | <p>Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both NVVN and Contractor/Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the agreement/ contract, penalty / damages shall be recovered in case the Contractor/Supplier makes a default in following the agreed procedure.</p> | Request NVVN to pl let us know the common mechanism for reconciliation of input credit . Otherwies Bidder should be free to follow the mechanism prescribed under GST Act and relevant notification | Relevant Provisions of Bid Document is clear and shall Prevail |
| 79 | GCC Clause 17.2 | <p>17.2.2 In case any of the information / declaration / undertaking provided by Contractor / Contractor's representative is found to be false and / or the Contractor / Contractor's representative suppresses any relevant information at any stage, the Contractor will be liable for actions in terms of Employer's Banning policy.</p> | <p>The Bidder proposes the following amendments to GCC Sub-Clause 17.2.2:</p> <p>"In case any of the material information/declaration/undertaking provided by Contractor/Contractor's representative is found to be intentionally and deligently false and and/or the Contractor/Contractor's representative intentionally and deligently suppresses any relevant information at any stage in contravention of the express requirements of the Contract and that information results in major losses to the employer , the Contractor could be liable for actions in terms of Employer's Banning policy.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 80 | GCC Clause 22.2 | <p>22.2.1 All Contractors' Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.</p> | Since Equipment are the Property of Contractor so clause asking " The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract " should be deleted " | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|----|-----------------|--|---|--|
| 81 | GCC Clause 22.4 | The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work. | Request NNVN To amend 3rd Para of Sub-Clause 22.4.3 as follows: The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager and the Contractor's Representative shall mutually determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 82 | GCC Clause 22.6 | The ownership of such Scrap shall vest with the Contractor except in cases where the items have been issued by the Employer from its stores for their installation only without any adjustment to the Contract Price. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, Excise etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/duties shall be that of the Contractor. | Clause asking " The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, Excise etc.), if required by the law, in respect of disposal of the scrap " should be deleted as the liability for the payment of the applicable taxes/duties shall be that of the Contractor" | Relevant Provisions of Bid Document is clear and shall Prevail |
| 83 | GCC Clause 22.7 | The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public. | Clause asking the contractor that " contractor shall provide at its own expenses all lighting ,fencing also for the safety of the occupiers of adjacent property and for the safety of the public from the above paragrapgh needs to be deleted " since contractor libaility should be towards the Employer and public Liability should be of the Employer | Relevant Provisions of Bid Document is clear and shall Prevail |
| 84 | GCC Clause 24.7 | As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor. | Suggest NNVN that Employer to bring such minor work pending to the notice of the Contractor by giving notice of 14 days and contractor has to do such minor work with in a resonable time failing which the Employer can undertake such minor completion and deduct the cost therof from any money owing to the contractor .But cost shall not be more than the Cost quoted by the contractor | Relevant Provisions of Bid Document is clear and shall Prevail |
| 85 | GCC Clause 25.2 | If for reasons attributable to the Employer, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period of twelve months from the date of Completion of respective facility, the payment towards Successful Completion of Guarantee Test, shall be released to the Contractor against Bank Guarantee. Such Bank Guarantee shall have initial validity of one (1) year. The Bank Guarantee shall be extended for any subsequent period, if required, such that the same remains valid till the Successful Completion of Guarantee Test. | The Bank Guarantee Extension should not be asked by the employer for Guarantee Test Delays due to the reason attributable to NNVN .Hence Request NNVN to Please delete this clause | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|----|-----------------|---|--|--|
| 86 | GCC Clause 25.3 | <p>Subject to GCC Sub-Clause 25.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when</p> <p>(a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or</p> <p>(b) the Contractor has paid the liquidated damages specified in GCC Sub-Clause 28.3 hereof; and</p> <p>(c) any minor items mentioned in GCC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.</p> | <p>Request NVVN To amend Sub-Clause 25.3.1 as follows:</p> <p>Subject to GCC Sub-Clause 25.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when:</p> <p>(a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or</p> <p>(b) <u>the Employer makes use of the Facilities or any part thereof for any purpose (such as commercial operation)</u></p> <p>Request NVVN to exclude payment of Liquidated damages and minor items mentioned in sub clause 24.17 from the preview of operational acceptance as these are not concerned with operational Acceptance .</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 87 | GCC Clause 25.3 | <p>The Project Manager shall, after consultation with the Employer, and within forty five (45) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.</p> <p>If within forty five (45) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as at the date of the Contractor's said notice.</p> | <p>Request NVVN to do the following amendments to the GCC Sub-Clause 25.3.3:</p> <p>"The Project Manager shall, after consultation with the Employer, and within forty five (45) fifteen (15) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate."</p> <p>The Bidder proposes the following amendments to the GCC Sub-Clause 25.3.4:</p> <p>"If within forty five (45) fifteen (15) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as at the date of the Contractor's said notice."</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 88 | GCC Clause 26.2 | <p>If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40 (Extension of Time for Completion), the Contractor shall pay to the Employer liquidated damages in the amount computed at the rates specified in the SCC. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the SCC. Once the "Maximum" is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.</p> | <p>Condition asking "Once the "Maximum" is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2" is to be deleted</p> <p>.Request NVVN to amend the clause as "if the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40 (Extension of Time for Completion), the Contractor shall pay to the Employer liquidated damages in the amount computed at the rates specified in the SCC. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the SCC"</p> | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|----|------------------|---|---|--|
| 89 | GCC Clause 27.8 | 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. | Request NVVN to delete the clause | Relevant Provisions of Bid Document is clear and shall Prevail |
| 90 | GCC Clause 27.6 | If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests. If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests in character shall in any case be not less than what has already been agreed by the Employer and the Contractor for the original equipment/part of the Facilities | To delete Sub-Clause 27.6. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 91 | GCC Clause 27.7 | 27.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due to the Contractor or claimed under the Performance Security. | Request NVVN to amend Sub-Clause 27.7 as follows: If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than twenty (28) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in line with industry standards in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due to the Contractor " | Relevant Provisions of Bid Document is clear and shall Prevail |
| 92 | GCC Clause 27.8 | 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. | Request NVVN to delete the Line asking addition defect Liability " 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. " Should be deleted | Relevant Provisions of Bid Document is clear and shall Prevail |
| 93 | GCC Clause 27.10 | In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and during the period of time as may be specified in the SCC. Such obligation shall be in addition to the defect liability specified under GCC Sub-Clause 27.2. | Clause asking additional defect liability should be deleted hence clause 27.10 needs to be removed | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|----|-----------------|--|---|---|
| 94 | GCC Clause 28.2 | <p>28.2 If, for reasons attributable to the Contractor, the guaranteed level of the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement are not met either in whole or in part, the Contractor shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall seek the Employer's consent to repeat the Guarantee Test. If the specified Functional Guarantees are not established even during the repeat of the Guarantee Test, the Employer may at its option, either</p> <p>(a) Reject the Equipment and recover the payments already made, or</p> <p>(b) Terminate the Contract pursuant to GCC Sub-Clause 42.2.2 and recover the payments already made, or</p> <p>(c) Accept the equipment after levy of liquidated damages in accordance with the provisions specified in Appendix- 8 (Functional Guarantees) to the Contract Agreement.</p> | Request NVVN to not to keep Rejection of the Equipment and termination clause in the contract on account of functional guarantees and keep aggregate liability on account of deviation in functional guarantee as 5% of the contract value | Relevant Provisions of Bid Document is clear and shall Prevail. Refer Technical Specification for Functional Guarantees |
| 95 | GCC Clause 28.2 | <p>28.3 In case the Employer exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under GCC Sub-Clause 28.2, up to the limitation of liability specified in the Appendix-8 (Functional Guarantees) to the Contract Agreement, shall completely satisfy the Contractor's guarantees under GCC Sub-Clause 28.2, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.</p> | <p>28.3 suggest NVVN to keep the clause as " In case the Employer exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under GCC Sub-Clause 28.2, up to the limitation of liability specified in the Appendix-8 (Functional Guarantees) to the Contract Agreement, shall completely satisfy the Contractor's guarantees under GCC Sub-Clause 28.2, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Such liquidated damages can be deducted from any payment due to the contractor, the Project Manager shall not hold the Operational Acceptance Certificate unnecessary in such case and shall release the acceptance certificate immediately and such liquidated damages can be recovered from the payment due to the contractor ".</p> | Relevant Provisions of Bid Document is clear and shall Prevail. |
| 96 | GCC Clause 30 | <p>30.1 Except in cases of criminal negligence or wilful misconduct,</p> <p>(b) the aggregate liability of the Contractor to the Employer, whether under 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> | Request NVVN to keep the aggregate Liability as 10% of the individual contract price | Relevant Provisions of Bid Document is clear and shall Prevail. |
| 97 | GCC Clause 34 | <p>(f) Employer's Liability</p> <p>In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.</p> | For clarity and avoidance of doubt, the Bidder seeks confirmation that this refers to employer's liability insurance that the Contractor should obtain, and not general liability insurance for the Employer. | Insurance Requirements are clearly defined in the Relevant Clause of Bid GCC and it shall Prevail. |

| | | | |
|----|--|---|--|
| 98 | <p>36.1 If, after the date seven (7) days prior to the deadline set for Price Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Employer and Contractor and Bought out items (to be dispatched directly from the sub-vendor's works to employer's Site). These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Appendix 7 to the Contract Agreement.</p> <p>GCC Clause 36</p> | <p>Please delete. "These adjustments shall not be applicable on procurement of raw materials, intermediary components, and intermediary services etc. by the Contractor."</p> | <p>Relevant Provisions of Bid Document is clear and shall Prevail.</p> |
| 99 | <p>The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 42.1. Upon receipt of the notice of termination under GCC Sub-Clause 42.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination</p> <p>(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition</p> <p>(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii) below</p> <p>(c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition</p> <p>(d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 42.1.3, shall</p> <p>(i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination</p> <p>(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors</p> <p>(iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared</p> <p>GCC Clause 42.1</p> | <p>Lot of resources need to be deployed by the contractor hence this clause should not be a part of the contract .Requesting NVVN to delete the clause</p> | <p>Relevant Provisions of Bid Document is clear and shall Prevail.</p> |

| | | | | |
|-----|-----------------|---|---|---|
| 100 | GCC Clause 42.2 | <p>42.2.2 If the Contractor</p> <p>(a) has abandoned or repudiated the Contract</p> <p>(b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 41.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed</p> <p>(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause</p> <p>(d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 18 (Program of Performance) at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended</p> | (contractor should be given 28 days time to remove the defect instead of 14 days at stated above) | Relevant Provisions of Bid Document is clear and shall Prevail. |
| 101 | GCC Clause 26.2 | <p>Maximum deduction for liquidated damages : 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.</p> | Request NVVN to keep the maximum liquidated damages as 5% on the basis of individual contract price | Relevant Provisions of Bid Document is clear and shall Prevail. |
| 102 | SCC Clause 10 | <p>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</p> <p>Rate applicable for reimbursement of BG Charges: 0.25% p.a. + GST, or actual, whichever is lower, subject to documentary evidence.</p> | Request NVVN not to ask for extension of Bank Guarantee if delay happens due to the reasons attributable to NVVN | Relevant Provisions of Bid Document is clear and shall Prevail. |
| 103 | SCC Clause 13 | <p>GCC Clause 30.1 (b) the aggregate liability of the Contractor to the Employer, whether under 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> | Request NVVN to keep GCC Clause 30.1 (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the ten percent of individual Contract Price where default has occurred, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement | Relevant Provisions of Bid Document is clear and shall Prevail. |

| | | | | |
|-----|----------------|--|---|---|
| 104 | SCC Clause 21 | <p>The Contractor shall, within twenty-eight (28) days of the Notification of Award of Contract, provide a security in an amount equal to the advance payment for supply of Plant & Equipment and 110% of the advance amount for Installation Services and Civil & Allied Works calculated in accordance with Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the currency or currencies of the Contract, with an initial validity of up to ninety (90) days beyond the schedule date of Completion of the last facility covered under the package in accordance with GCC Clause 24. However, in case of delay in completion of the facilities under the package, the validity of this security shall be extended by the period of such delay. The advance payment security shall also cover the amount of GST as applicable on the advance payment to be paid to the contractor.</p> | <p>Request NVVN that Capping of submission of ABG with in 28 days should be removed and delay in submission of ABG should not be results into any penalty . ABG is to be given for 100% advance of Installation services and Civil & Allied Works</p> | <p>Relevant Provisions of Bid Document is clear and shall Prevail.</p> |
| 105 | GENERAL QUERY | | <p>Do Bidder needs to take GST Registration in ANDAMAN and NICOBAR for CIVIL & Erection Work .If Yes then will NVVN require Bidder to do invoicing of CIVIL and erection ,installation from ANDAMAN and NICOBAR .if Yes then Tender should have the provision to do invoicing from Andaman</p> | <p>Bidders are requested to refer to GST requirement as per GST ACT</p> |
| 106 | GENERAL QUERY | | <p>Request NVVN not to keep Escrow Account Mechanism for any of the activity as it is not in the true spirit of the contract and contractor should be allowed to run the Project on its own</p> | <p>Relevant Provisions of Bid Document is clear and shall Prevail.</p> |
| 107 | GCC Clause 7.3 | <p>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:</p> <p>(i) For 3 years operational spares (both mandatory and recommended)</p> <p>a) For any item of spares ordered or to be ordered by the Employer for 3 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/component, the Defect Liability Period will be twelve (12) months from the scheduled date of commercial operation of main equipment/plant under the Contract. 'Commercial Operation' shall mean the conditions of operation in which the complete equipment covered under the Contract is officially declared by the Employer to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the Employer, however, shall not relieve or prejudice the Contractor any of his obligations under the Contract. In case of any failure in the original component/equipment due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to the Employer unless a</p> | <p>Request NVVN to keep the warranty clause as " 18 months from the date of supply " in case of mandatory and recommending spares .Part failed during the said warranty period shall be replaced or repaired as the situation warrants but shall not be available for further warranty or will not have the same defect liability period .b) For the item of spares ordered or to be ordered by the Employer for 3 years operational requirement of the plant, which with the written approval of the Employer, are not manufactured as a continuous operation will be warranted for 7000 hrs of trouble free operation whether used or not within a period of eighteen (18) months reckoned from the date of delivery at site.</p> <p>c) For long term requirement</p> <p>For item of spares that may be ordered by the Employer to cover requirements beyond 3 years of Initial Operation of the plant, the warranty will be till the expiry of 7000 hrs of trouble free operation</p> <p>ii) The Defect Liability of spares covered in para (b) & (c) above, that are not used within 18 months from the respective date of the delivery at Site will, however, be subject to condition that all such spares being stored/maintained/preserved in accordance</p> | <p>Relevant Provisions of Bid Document is clear and shall Prevail</p> |

| | | | | |
|-----|---|--|---|---|
| 108 | GCC Clause 1.1 | “Guarantee Test(s)” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications in accordance with the provisions of GCC Sub-Clause 25.2 (Guarantee Test) hereof. | Bidder wishes to highlight that the performance guarantees (i.e. Functional Guarantees) given by the Bidder solely depends upon the use and adherence to the performance test guidelines and recommended performance test procedures (i.e. Guarantee Tests) by the Equipment manufacturer. These shall be incorporated into and shall supersede those contained in the Technical Specifications of the bid documents..pl confirm. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 109 | IFB Clause 2.4 | Compliance with statutory requirements and obtaining clearances from statutory authorities, wherever required. | We will provide documentation support to Employer in obtaining necessary approvals and clearances from statutory authorities. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 110 | ITB Clause 10.6 | 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 | We understood that Customs duty for Import Machinery is exempted | Bidder to refer clause 10.6.1 of Section II (ITB) |
| 111 | GCC, Clause 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. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 112 | ITB, Clause 34.1 | Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish performance securities for three percent (03%) of Contract Price for all the contracts and in the form provided in the section "Forms and Procedures" of the bidding documents. | In this clause 34.1 the Performance security is shown as 3% and clause 13.3.1 where the same | Relevant Provisions of Bid Document is clear and shall Prevail. Refer SCC Clause 4.0, Performance Security is 03% |
| 113 | GCC 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 | Performance Security is shown as 10%. So should contractor consider 3% as per performance security | |
| 114 | Section - VII (Part 3 of 3) Appendix 1 Schedule 07 Clause G | 100% of applicable Taxes and Duties which are payable by the Employer under the Contract shall be paid/reimbursed to the Contractor upon receipt of equipment/spares/services and on production of satisfactory documentary evidence by the Contractor. However, GST as applicable on Advance payment shall be paid to the Contractor along with the Advance sanctioned. The GST paid along with advance shall be adjusted prorata against the tax due upon supply of goods/services, based on the value of the respective goods / services. | Kindly confirm the LC Value include the GST Amount or How to Claim / reimbursement the GST Amount. | Relevant Provisions of Bid Document is clear and shall Prevail. (Refer Clause 5.2 of Appendix I of Contract Agreement of Section VII (Part 3 of 3)) |
| 115 | Section - VII (Part 3 of 3) Appendix 1 Schedule 07 Clause A | Schedule No.1 : Plant and Equipment's (excluding Mandatory Spares and Type Tests) quoted on CIF (Indian-port-of-entry) basis In respect of Plant and Equipment's (excluding mandatory spares) supplied from abroad, the following payments shall be made: - | 1. We understood that irrevocable letter of credit will be two separate LC for Import and Local supply from India kindly confirm. 2. Kindly confirm the advance for two separate LC can be supported by one bank guarantee in INR. | Relevant Provisions of Bid Document is clear and shall Prevail (Refer Clause A & Clause B of Appendix I of Contract Agreement of Section VII (Part 3 of 3)) |
| 116 | BOQ Schedule 1 | Schedule No. 1 Plant and Equipment including Type Tests charges and Mandatory Spares to be supplied from Abroad | How to enter the foreign currency value (Schedule 1 rate and price) to Summary sheet. Since foreign currency exchange not clearly mentioned. | Refer Amended BOQ-Revised. Bidders are requested to quote the prices in amended BOQ-Revised |
| 117 | ITB Clause 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' | Acceptance of GTE (General Technical Evaluation) attribute in GePNIC is required for submission of bid. |

| | | | | |
|-----|---|--|---|---|
| 118 | Section VII – Forms and Procedures (Part 2 of 3) and Section IV - GCC Clause 36 and Attachment 7A | Declaration regarding Customs Duty Benefits for import of Construction Equipment | <p>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.</p> <p>However, Attachment 7A 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.</p> <p>Therefore, there seems to be a contradiction between Clause 36 of the GCC and Attachment 7A. 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.</p> | <p>Attachment Attachment 7A of Part 2 of Section VII – Forms and Procedures pertains to Import of construction equipment only.</p> <p>Change in Law would be restricted to only direct transactions between the Employer and Contractor and Bought out items (to be dispatched directly from the sub-vendor's works to Site).</p> |
| 119 | Contract Agreement 3.3 | Effective Date "However, if any of the conditions listed under 3.1 above are not 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...." | <p>As per Clause 3.3 of the Contract Agreement, if the conditions listed under Clause 3.1 are not fulfilled within 2 months from the date of the Notification of Award 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.</p> <p>Further, please confirm if in the event the access to site is restricted by the other contractor already working on the site, the Bidder shall be entitled for time and cost, please clarify the same.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 120 | Section IV (GCC) 3.5 | Incoterms "...Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France" | <p>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.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|-----|-------------------------------|---|--|---|
| 121 | Section IV (GCC) 3.6 | <p>Construction of the Contract</p> <p>The GCC lists out the following contracts to be entered into between the Employer and the successful bidder:</p> <ul style="list-style-type: none"> - 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 (including civil, structural steel work and allied work, as applicable), insurance covers other than inland transit insurance, erection, testing and commissioning including carrying out guarantee tests in respect of all the equipment supplied under the 'First Contract' and all other services as specified in the Contract Documents. - Third Contract – For operations and maintenance services as specified in the contract documents. | <p>Since it is an ICB Tender, the stipulation provided for in the ITB clause 30.4 and GCC clause 3.6 is different in relation to the construction of contracts to be executed. Request Employer to clarify which clause will prevail in relation to the construction of the contract.</p> | Refer S. No 03 of Amendment -02 (commercial) for the construction of contract. Also Refer Clause 30.4 of ITB. |
| 122 | Section IV (GCC) 6.3.1 | <p>Arbitration</p> <p>"...The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e., total amount of Claims excluding claims of interest) does not exceed Rs. 25 crores..."</p> | <p>Please clarify the intent behind introducing this monetary ceiling limit for disputes that may be referred to arbitration.</p> <p>The parties should be free to refer a dispute to arbitration in case of any dispute, irrespective of the monetary claim value.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 123 | Section IV (GCC) 8.1 | <p>Time for Commencement</p> | <p>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 or the employee nominated contractor engaged on the site for civil/any other activities</p> | Refer Clause 8 & 10 of GCC, Section IV. Relevant Provisions of Bid Document is clear and shall Prevail |
| 124 | Section IV (GCC) 10.2 | <p>Possession and Access to Site</p> <p>"...The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in Appendix 6"</p> | <p>Currently, Appendix 6 of the Contract Agreement is not populated. Further, Clause 28.00.00, Volume VII, Part A, Section VI states that "suitable access to site and permission to work at the Site shall be accorded to the Contractor by the Employer in reasonable time". This is very vague. Please clarify the dates by which possession of, and access to, the site will be provided by Employer to the Bidder</p> | Bidders to comply with Clause 28.00.00, Volume VII, Part A, Section VI |
| 125 | 5.2 (ITB); 9.2 and 10.2 (GCC) | <p>Inspection of site</p> | <p>The Bidder is required to visit and inspect the Site prior to submission of its bid. Clause 9.2 of the GCC requires the Contractor to confirm that it has properly examined the Site (if access to the site was available).</p> <p>In addition to allowing the Bidders to visit the Site, Bidders will also need detailed information and data regarding site conditions. Please consider adding a schedule to the Contract Agreement which sets out in detail a description of the Site (including but not limited to aspects related to access safety, security, civil and structural designs, physical conditions of the site, etc.). Further, in the event, there is a change/discrepancy in the agreed site conditions under the schedule vis-à-vis the actual site conditions at the time of receiving access to the site by the Bidder, Employer to take the responsibility of restoring the pre-agreed site conditions based on the contract documents with suitable time and cost to Bidder.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|-----|---|---|---|--|
| 126 | Section IV (GCC) Clause 10.2 and Appendix 1 | Access to site and payment terms for equipment | <p>The Payment Terms state that 15% of the supply price component (FOB) will be paid to the Contractor after the Equipment is delivered and inspected at the Site.</p> <p>In the event that the access to Site is delayed for reasons attributable to the Employer/Employer nominated contractor, the Bidder will incur significant expenses on equipment proposed to be delivered for the Facilities. The Bidder will also have to make alternate arrangements to store the delivered Equipment until the Site is available.</p> <p>Therefore, the Bidder should be compensated for such documented costs incurred due to the Employer's failure, delay in providing access to the site. These costs should include changed freight costs, storage costs, additional lifting costs, additional manpower costs, warranty costs and additional insurance expenses for the equipment that the Bidder is unable to deliver due to the Employer/Employer nominated contractor failing to provide timely access to the site. Please consider and include such provisions in the SCC.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 127 | Appendix 1 Clause 5 | Mode of Payment | <p>The Employer to kindly note that the irrevocable L/C would not be treated as payment security unless following conditions are fulfilled:</p> <ol style="list-style-type: none"> 1. Value of L/C should not be limited to amount payable on Despatch (i.e. 60%); 2. Draft of L/C to be made available, wherein payment triggering documents are within control of Bidder. L/C draft is missing; 3. L/C should be opened for full value (less Advance) and not amount due in quarter; 4. LC should be opened within one month from the date of signing of contract; <p>In its current form L/C should be treated as payment mechanism and not a payment security. We request the Employer to open L/C of full balance amount as per the Bidder's format.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 128 | Appendix -1 Clause 6 | For Payments related to Erection / Civil / Site Fabricated Structural Works | <p>Employer to please note that it is not feasible to maintain separate books of accounts and give access of the same to the Employer.</p> <p>Further, we request the Employer to not insist on having a separate bank account and this condition be waived.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 129 | Appendix - 2 (iii) | Price Adjustment | <p>Employer to note that price variation for imported material is missing in the price adjustment.</p> <p>Further, Employer to clarify whether the price adjustment is also applicable for imported products quoted in schedule 1. If yes, can the Bidder use foreign indexes as a benchmark for the same.</p> | Refer S. No 02 of Amendment -02 (commercial) for price adjustment. |
| 130 | Section IV GCC Clause 13.3 | <p>Performance security</p> <p>"...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."</p> | <p>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 Bidder (as specified in Clause 27.8 of the GCC).</p> | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|-----|-----------------------------------|---|--|---|
| 131 | Section IV (GCC) Clause 14.4 | <p>Taxes and Duties</p> <p>"...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 not be applicable on procurement of raw materials, intermediary components and intermediary services etc. by the Contractor."</p> | <p>Please confirm that this clause will <u>not</u> apply to spare parts and materials that are used by the Bidder 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.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 132 | Section IV GCC Clause 17.2.2 | <p>Contractors Representative and Construction Manager</p> <p>"...The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 17.2.1."</p> | <p>Please clarify the intent behind requiring the Bidder to take the prior consent of the Employer before revoking the appointment of the Bidder's Representative. As the appointment and/or replacement of the Bidder's Representative is an internal matter, the Bidder should not be required to seek the prior consent of the Employer before terminating/revoking the appointment of the Bidder's Representative.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 133 | Section IV GCC Clause 22.2.1 | <p>Contractors Equipment</p> <p>"...All Contractors' Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract."</p> | <p>Please consider clarifying that Clause 22.2.1 would not preclude the Bidder from removing and replacing any defective or malfunctioning Contractors Equipment without having to obtain the Employer's prior consent.</p> <p>Employer to note that the term 'Bidder' and 'Contractor' is used alternatively at various places in the Tender documents. Employer to confirm that the reference to the term 'Contractor' in the GCC strictly refers to the Bidder only and not the Employer nominated contractor.</p> | Relevant Provisions of Bid Document is clear and shall Prevail. Refer Definition of Contractor in GCC. |
| 134 | Section IV (GCC) Clause 22.4.3 | <p>Other Contractors</p> <p>"The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors."</p> | <p>Please confirm that similar obligations will be placed by the Employer on any other contractors engaged by the Employer to carry out works at or about the Site for the project.</p> <p>The Employer must undertake to ensure that any 3rd party contractors engaged by it are contractually bound to (i) co-ordinate and co-operate with all other contractors engaged by the Employer at or about the site; (ii) bear the costs of any damages caused to the property of any other contractors; (iii) indemnify the other contractors engaged by the Employer from and against any claims, losses, actions taken or suffered by such other contractor on account of any act or omission by such 3rd party contractor.</p> <p>Further, please clarify that if the Bidder is unable to perform its scope of work due to any acts or omission of a 3rd party contractor appointed by the Employer, including on account of such 3rd party contractor failing to design/build in accordance with any specifications and layouts provided by the Bidder, then the Bidder will be excused from the performance of such obligations to the extent of the delay caused (i.e., the Bidder should be allowed to, at a minimum, a day for day extension for any such delay) and will be entitled to additional costs suffered as a result.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|-----|--|---|---|--|
| 135 | Section IV (GCC) Clause 22.4.4 and 41.2 | Other Contractors “...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 Bidder has suffered additional cost on account of any act or omission by any other contractor employed on the site by the Employer, the Bidder shall be entitled to additional cost. Clause 41.2 of the GCC states that the Bidder may suspend the performance of the Contract or reduce the progress of the works if it is unable to carry out any of its obligations under the Contract for any reasons attributable to the Employer. (ii) Please confirm that the Bidder would have the right to suspend works if its works or services are affected by other contractors of the Employer. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 136 | Section IV (GCC) Clause 22.4 | Other Contractors | Given that the Employer is required to employ other contractors who shall carry out works on or near the Site, please confirm that the Employer shall indemnify the Bidder against any claims, losses, actions, or liabilities that may arise due to reasons attributable to the acts or omissions of the other contractors, including on account of gross negligence, wilful misconduct, breach of obligations, failure to observe adequate care and custody while carrying out its works, etc. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 137 | Section IV (GCC) Clause 23.4 | Test and Inspection “The Contractor shall provide the Project Manager with a certified report of the results of any such test and / or inspection. 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.” | 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 Provisions of Bid Document is clear and shall Prevail |
| 138 | Section IV (GCC) Clause 25.3.1 | Operational Acceptance “Subject to GCC Sub-Clause 25.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when (a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or (b) the Contractor has paid the liquidated damages specified in GCC Sub-Clause 28.3 hereof; and (c) any minor items mentioned in GCC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.” | 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 Provisions of Bid Document is clear and shall Prevail |
| 139 | Section IV (GCC) Clause 27.2 | Exclusions to Warranty Obligations | Please confirm that, in addition to the exclusions set out in this clause, the Bidder will not be liable for any defects or deficiencies in the Facilities that may have arisen due to: (i) the negligence of the Employer; (ii) a failure by any 3rd party contractor to carry out any supplies and/or works in accordance with the design, specifications and layouts provided by the Bidder; and (iii) 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 Bidder’s specifications, manuals or instructions. | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|-----|---------------------------------|---|--|---|
| 140 | Section IV (GCC) Clause 27.1 | Exclusions of Implied Warranties | Please confirm that the warranties provided in the GCC and SCC are the only warranties applicable to the Contractor's work and Facilities and are expressly in lieu of any other warranties or guarantees, whether express or implied. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 141 | Section IV (GCC) Clause 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 Bidder, or its sub-contractors' documents containing any intellectual property. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 142 | Section IV (GCC) Clause 30 | Limitation of Liability "...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," | Please confirm that in addition to the current language, neither party shall be liable to the other party for any: (i) Loss of revenue; (ii) Unavailability of the Facilities; (iii) Loss of inventory; (iv) Cost of replacement/backup power; (v) Cost of capital; or (vi) Claims made by the Employer's customers. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 143 | Section IV (GCC) Clause 30 | Limitation of Liability "...the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price..." | Given that Employer 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</u> contract individually. Therefore, the limitation of liability of the Contractor under the 'Third Contract', for e.g., should be 100% of the supervision charges applicable during the contract period. Please confirm. | Refer S. No 03 of Amendment -02 (commercial) for the construction of contract. Also Refer Clause 30.4 of ITB. |
| 144 | Section IV (GCC) Clause 31 | Transfer of Ownership "Ownership of the Plant and Equipment (including spare parts) procured in the country where the Site is located shall be transferred to the Employer when the Plant and Equipment are loaded on to the mode of transport to be used to convey the Plant and Equipment from the works to the site and upon endorsement of the despatch documents in favour of the Employer." | (i) Please clarify when the ownership of the Plant and Equipment will be transferred for equipment procured outside the country. (ii) Please consider amending this clause to state that title and ownership of all goods and equipment (for both imported and domestic goods) will only transfer to the Employer upon payment of the contract price payable for each good and equipment. | Refer S. No 04 of Amendment -02 (commercial). |
| 145 | Section IV (GCC) Clause 32.2 | Care of Facilities | Please clarify that in addition to paying the Bidder all sums in respect of the Facilities executed which have been damaged or destroyed, the Employer will also pay to the Bidder the replacement value of all "Contractor's Equipment" and other facilities utilised by the Bidder to execute the Facilities and all parts thereof which are lost, destroyed, or damaged. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 146 | Section IV (GCC) Clause 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 Bidder 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/Employer's nominated contractor, including on account of the Employer's//Employer's nominated contractor negligence. | Relevant Provisions of Bid Document is clear and shall Prevail |
| 147 | Section IV (GCC) Clause 37.6 | Termination for Force Majeure "...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 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." | 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 Bidder, the Contractor should, upon such termination, receive payments in accordance with Clause 42.1.3. | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|-----|--|--|---|--|
| 148 | Section IV (GCC) Clauses 41.2 and 41.3 | Suspension | <p>Clause 41.2 of the GCC states that the Bidder may suspend the performance of the Contract or reduce the progress of the works if it is unable to carry out any of its obligations under the Contract for any reasons attributable to the Employer, including the Employer's failure to provide possession of or access to the Site or other areas. If the Bidder's performance of its obligations is suspended or the rate of progress is reduced, then the Time for Completion will be extended, and any and all additional costs or expenses incurred by the Bidder as a result of such suspension or reduction shall be paid by the Employer to the Bidder in addition to the Contract Price.</p> <p>Please confirm that such additional costs and expenses reimbursable by the Employer will include costs such as: additional storage costs, warranty costs, freight costs, additional lifting of generators sets, additional insurance costs, safety, and security for stored equipment, idling costs etc.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 149 | Section IV (GCC) Clauses 42.2.1 (a) and 42.3 | Termination for Contractor's Default and Termination by Contractor | <p>Please confirm that the events of default for both the Employer and the Bidder 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</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 150 | Section IV GCC Clause 42.2.2 | <p>Termination for Contractor's Default</p> <p>"If the Contractor..... (c) persistently fails to execute the Contract or persistently neglects to carry out its obligations under the Contract without just cause."</p> | <p>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 any rights of termination on account of the Bidder failing to execute the Facilities.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 151 | Section IV (GCC) Clause 44 | <p>Contractor Performance Feedback and Evaluation System</p> <p>"...The score-based feedback formats based on which Contractor's performance shall be evaluated is enclosed at Annexure-A. In case the performance of the Contractor is found unsatisfactory, the Contractor shall be considered ineligible for participating in future tenders for three years."</p> | <p>While the score-based feedback formats set out in Annexure-A list the different criteria on which the Bidder will be scored, they do not set out the actual performance parameters that the Bidder is required to achieve. Further, the language "<i>In case the performance of the Contractor is found unsatisfactory.</i>" is extremely vague and gives the Employer wide powers to disqualify the Bidder from participating in future tenders for 3 years.</p> <p>Please clarify the performance parameters that the Bidder is required to achieve under the Contractor Performance Feedback and Evaluation System so that the Bidder is aware of what constitutes "unsatisfactory performance".</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 152 | Volume-VII, Erection of Contract Clause 36.05.00 | <p><i>The Contractor is required to undertake various obligations with respect to Site management during the construction phase, including with respect to, inter alia, (i) ensuring unhindered motorable road access, temporary access roads, approach roads etc.; (ii) water drainage facilities; (iii) disposal of earth from excavation, waste disposal etc.; (iv) lighting of all construction areas etc.</i></p> | <p>Given that Employer intends to appoint a 3rd party contractor for the site readiness and civil works, please confirm that Employer, or any 3rd party contractor appointed by it, will be responsible for undertaking the various obligations set out in this Clause.</p> <p>Further, any failure by Employer, or any 3rd party contractor appointed for this purpose, to undertake and comply with these obligations should entitle the Bidder to an extension of time and additional costs, if any incurred. Please confirm.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|-----|--|---|--|---|
| 153 | ITB Clause 30.4 | The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Clause 3.6 and briefly indicated below: | The stipulation in GCC clause 3.6 is different than what is indicated in the point 30.4 of ITB. Request NVVN to clarify which one will be followed for this contract. | Refer S. No 03 of Amendment -02 (commercial) for the construction of contract. Also Refer Clause 30.4 of ITB. |
| 154 | GCC Clause 22.3 | The Employer has formulated Safety Rules for Construction & Erection of Power Plants and is enclosed herewith as Annexure-B to GCC. | The document seems to be missing from the tender document. Request NVVN to share the same. | Refer S. No 08 of Amendment -02 (commercial). |
| 155 | SECTION VII TECHNICAL COMMERCIAL BID FORM CLAUSE 3.0 | First Contract' for Ex-works (India) supply of domestically manufactured plant and equipment including mandatory spares and 'Second Contract' for providing all the 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, testing, commissioning and conducting Guarantee Tests in respect of all the equipments supplied under the 'First Contract' and all other services as specified in the Contract Documents and 'Third Contract' for Operation and Maintenance. | Request NVVN to please share the updated format as per new tender provisions | Refer S. No 07 of Amendment -02 (commercial). |
| 156 | SECTION VII BID FORM AND ATTACHMENTS | PRICE SCHEDULE | Request NVVN to update the Price Bid form as per new BoQ sheet. Also kindly clarify where do we enter the 1 year Supervision cost. | Refer Amended BOQ-Revised. Bidders are requested to quote the prices in amended BOQ-Revised |
| 157 | BOQ | Remarks column for Mandatory Spares | The remarks column in the BoQ sheet for Mandatory spares is not editable. Request NVVN to keep it editable so that related details can be entered there. | Refer Amended BOQ-Revised. Bidders are requested to quote the prices in amended BOQ-Revised |
| 158 | GCC Clause 7.3.1.13 | (1) For 3 years operational spares (both mandatory and recommended) a) For any item of spares ordered or to be ordered by the Employer for 3 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/component, the Defect Liability Period will be twelve (12) months from the scheduled date of commercial operation of main equipment/plant under the Contract. 'Commercial Operation' shall mean the conditions of operation in which the complete equipment covered under the Contract is officially declared by the Employer to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the Employer, however, shall not relieve or prejudice the Contractor any of his obligations under the Contract. In case of any failure in the original component/equipment due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to the Employer unless a joint examination and analysis by the Employer and the Contractor of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same Defect Liability as applicable to the replacement made for the defective original part/component provided that such replacement for the original equipment and the | Some of the parts are fast changing, e.g. spark plugs which need to be replaced every 2000 hours. Such parts cannot have 1 year warranty. Hence warranty of parts shall be according to individual life. | Relevant Provisions of Bid Document is clear and shall Prevail |

| | | | | |
|-----|---------------------|---|--|---|
| 159 | GCC Clause 7.3.1.13 | <p>b) For the item of spares ordered or to be ordered by the Employer for 3 years operational requirement of the plant, which with the written approval of the Employer, are not manufactured as a continuous operation will be warranted for 7000 hrs of trouble free operation if used within a period of eighteen (18) months reckoned from the date of delivery at site. However, if such spare parts are put to use after eighteen (18) months of the delivery at Site then the guarantee of such spares will stand valid till the expiry of thirty six (36) months from the scheduled date of Commissioning of equipment/plant covered under the contract or 7000 hrs of trouble free operation after such spares are put in service, whichever is earlier.</p> | <p>For spare parts supplied, the warranty period is: -1 month after installation. -3 months after FOB whichever comes first.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 160 | GCC Clause 7.3.1.13 | <p>c) For long term requirement For item of spares that may be ordered by the Employer to cover requirements beyond 3 years of Initial Operation of the plant, the warranty will be till the expiry of 7000 hrs of trouble free operation if used within a period of eighteen (18) months from the date of delivery at site. For item of spares that may be used after eighteen (18) months from the date of delivery at site, the warranty period will be 12 months from the date they are put to use or 7000 hrs of trouble free operation, whichever is earlier. In any case the defect liability of spares will expire at the end of forty eight (48) months from the date of their receipt at site.</p> | <p>But, we are open for negotiation.</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 161 | GCC Clause 27.8.1 | <p>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.</p> | <p>Please note that KHI agrees for standard manufacturing & material defect for the period mentioned. After Defect Liability end, no other liability including Latent Defect is offered. Please waive of Latent defect liability</p> | Relevant Provisions of Bid Document is clear and shall Prevail |
| 162 | BOQ Schedule 1 | <p>Foreign Currencies in the Schedule of Rates and Prices. Only USD, EURO and GBP in the list.</p> | <p>Request to accept Japanese Yen in Schedule 1, as it is one of the major foreign currencies and the gas engine is manufactured in Japan.</p> | Refer Amended BOQ-Revised. Bidders are requested to quote the prices in amended BOQ-Revised |