

Title	:	Pre Bid Clarifications –II
Owner	:	J&K Power Development Department, J&K
Employer	:	REC Transmission Projects Company Limited
Project	:	Design, Manufacturing, Supply, Erection, Testing & Commissioning of 160 MVA, 220/33-33 kV Gas Insulated Substation (GIS) at Lassipora on Turnkey Basis associated with Strengthening of Transmission System of JKPD under PMDP Scheme-15”.
Tender Ref No.	:	RECTPCL/PIA/JKPD/SS -02

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A. Pre Bid Queries related to Instruction to Bidder, Section-II, Vol-I

1.	ITB-31.3	The Employer reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.	We request you to cap on the amount of variation. We suggest that the variation should be permitted up to 15%, beyond which it should be considered a change order that would be required to be mutually discussed.	The provisions of the Bidding Document shall prevail.
2.	Clause ITB 11.4 (b)	<p><u>ITB Point 11.4 (b):</u></p> <p>It is the Employer’s understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, loading and unloading by the Bidder to the Employer, GST is not payable. The Bidder is, however, advised to check the position from their own sources. If payable, the same shall be to the Bidder’s account and Employer shall not reimburse any GST on this account.</p>	<p>The Bidder requests for understanding the reasoning behind Employer's stand that no GST is payable on charges on the supply of services related to Inland transportation, In-transit insurance, loading and unloading.</p> <p>Bidder refers "<u>Section 2 (30) of CGST Act 2017- composite supply</u>" means a supply made by a taxable person to a recipient consisting of two or more taxable supplies of goods or services or both, or any combination thereof, which are naturally bundled and supplied in conjunction with each other in the ordinary course of business, one of which is a principal supply;</p> <p>Hence, in the present case the supply of goods is the principal supply and Transportation, Insurance, Loading and Unloading which are services are combined with the principal supplies hence law</p>	It is clarified that prices of Local Transportation, In-transit insurance, loading and unloading (F&I Charges), if applicable, shall be inclusive of GST, and in such case, the supplier shall raise GST invoice in such a manner that total liability on account of F&I charges including applicable GST (if any) thereon (mentioned in the Invoice) remain equal to F&I Charges as indicated in the contract.

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			mandates that on the entire value (value of the goods + transportation, insurance, loading and unloading) GST is paid on the basis of the HSN of the goods supplied (being the principle supply).	
3.	Clause ITB 11.4 (f)	ITB Point 11.4 (f): The bidder shall solely be responsible for HSN/SAC classification and the rate of GST for each item. Employer’s liability for reimbursement of GST shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.	There is an ambiguity in the interpretation of the HSN Codes and the applicable GST rates. The Bidder requests that incase the confirmed GST rates at Bid stage is lower than the actual GST paid or payable by the Bidder then the same shall be reimbursed at actuals against documentary evidence.	The provisions of the Bidding Document shall prevail.

B. Pre Bid Queries related to Qualification Requirement, Section III, Vol-I

4.	Qualification Requirement		As per clause 1.1, our principals may be allowed to be the bidders and we should be allowed to supply from the Indian company using the technical and Financial criteria of principals. OR As per clause 1.2 of the QR, as an Indian subsidiary of a global manufacturer we qualify as per the technical requirements	The provisions of the Bidding Document shall prevail.
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			mentioned therein. However as mentioned during our discussion it is not possible, as a new company, to meet the financial requirements as stipulated in your financial criteria. We do understand that the financial criteria are essential to ensure the timely execution of project. The same can be met by our principals to ensure that you have the comfort of same. In view of the same we request that the financial criteria of the parent company may be accepted in our qualification.	
5.			As per Clause 3.0.1 of amendment dated 15th Dec 2017 "The lead partner of JV shall meet the technical experience criteria as per Para 1.0" it means GIS manufacturer should be lead partner of Joint venture. We would like to inform you that we setup for manufacturing plant in India in 2016 under Make in India initiative which complete just 1.5 year of successful operation & Subjected GIS project is located in Jammu & Kashmir which is one of the	The provisions of the Bidding Document shall prevail.

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			<p>toughest location to work in India. Considering these two points our Top Management from Head-office in Korea is not allowing us to participate as Lead partner of Joint Venture in J&K Region for subjected tender.</p> <p>We would like to request to do necessary changes in OR so that our partner EPC Company can be a Lead partner of Joint Venture & we can support them as other partner with our GIS equipment.</p> <p>We suggest following changes in the Joint Venture condition of QR.</p> <p>Clause 3.0.1 "The lead partner of JV shall meet the technical experience criteria as per Para 1.0" need to be replaced with "One of the partners of JV shall meet the Technical Experience criteria as per clause no. 1.1 or clause no. 1.2."</p> <p>Also request you to change the qualification</p>	
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			<p>criteria for the other Joint venture partner as per existing clause no. 3.0.2, issued in amendment dated 15th Dec 2017 as " The remaining partner(s) of JV shall meet criteria mentioned at clause no. 1.1 or clause no. 1.2 (excluding sub clause (b)) or must have erected, tested and commissioned at least two (2) nos. GIS Circuit Breaker equipped bays(*)of 220 kV or above voltage level in one (1) substation or switchyard during the last seven (7) years in India and these bays(*) must be in satisfactory operation # as on the originally schedule date of bid opening.</p> <p>we would request you to consider following relaxation with regard to EPC contractors in existing clause no. 3.0.2</p> <p>Clause No. 3.0.2 for joint venture bids should allow EPC contractors with requisite experience over last 10years</p> <p style="text-align: center;">OR</p> <p>Experience of 132kV GIS</p> <p style="text-align: center;">OR</p> <p>GIS or AIS Substation Experience may please</p>	
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			<p>be considered</p> <p>Above mentioned changes in Clause no. 3.0.2 are essentially required since not many EPC contractors are willing to join hands for the subject project due to its location being in one of the highly risk affected area of Jammu & Kashmir.</p>	
6.			<p>The Bidder must have Designed,' Manufactured, Type Tested (as per IEC or equivalent standard), Supplied. Erected, Tested & Commissioned of at least two (02) number of GIS substations having cumulatively at least 12 (Twelve) circuit breaker bays of 220 KV or above in India—only. The two (2) nos GIS substations above should have been in satisfactory operation for at least two (2) years on the originally schedule date of bid opening. Further, at least one number of above GIS substation must have been commissioned within last seven (7) years as on the date of bid opening.</p> <p>Alternatively, in case the bidder is an Indian entity (subsidiary or affiliate) of a foreign company and if such foreign company meets all the qualification criteria stated at Para 1.1 except manufacturing in India and desire that the contract be, entered into with its</p>	<p>The provisions of the Bidding Document shall prevail.</p>

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			<p>Indian entity, then the following is necessary to be met by the Indian arm.</p> <p>a) The bidder must have manufactured at least one (1) 220 132 KV or above voltage GIS circuit breaker bay based on the technological support of the collaborator(s) and the bidder support should have supplied and it should-have been in satisfactory operation for at least 01(one) year as on the originally schedule date of bid opening provided that the collaborator(s) of the bidder meets the qualification requirements as stated in para1.1 above</p>	
7.			<p>a) The Bidder must have designed, manufactured, type tested (As per IEC or equivalent standard), supplied, erected, tested & commissioned of at least two (2) nos. GIS/Stns. having cumulatively at least ten (10) circuit breaker bays of 220kV or above India / Abroad*. The two (2) nos. GIS S/Stns. Above should have been in satisfactory operation4 for at least two (2) years as on the originally scheduled date of bid opening i.e. 19.12.2017. Further, at least</p>	<p>The provisions of the Bidding Document shall prevail.</p>

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			<p>one (1) no. of above GIS S/Stn. must have been commissioned within last ten (10) years as on the date of bid opening i.e. 19.12.2017.</p> <p># Satisfactory Operation — means certificate issued by the employer certifying the operation without any adverse remarks.</p> <p>*As a Sole Bidder (neither JV nor JV Partner/Associate).</p> <p>b) Bidder must have already established manufacturing facilities in India for GIS equipment as on the date of bid opening i.e. 19.12.2017 and must have supplied the GIS equipment from same Indian Facilities.</p> <p>2.0 In case, the Bidder is an Indian Entity (subsidiary or affiliate) of a foreign company not meeting the requirement stipulated in clause 1.1 above, but has established manufacturing and testing facilities in India for 220kV or above voltage level GIS, he shall</p>	
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			<p>also be considered, provided he meets the following requirements:</p> <p>a) The bidder must have manufactured and supplied at least one (1) no. 220kV or above voltage level GIS Circuit Breaker bay in India based on the technological support of the Collaborator(s)/parent company and the bidder should have been supplied at least ten (10) GIS bays to two (2) GIS S/Stns. as on the Originally schedule date of bid opening provided further that the collaborator(s)/parent company of the bidder meets qualifying requirements as per clause 1.1 mentioned above.</p> <p>b) Further, the bidder shall also submit the following along with the bid:</p> <p>i). The bidder shall enter into a valid Technical collaboration agreement with the aforesaid foreign firm for technology transfer / license to design, manufacture, test and supply 220kV or above voltage level GIS</p>	
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			<p>equipment in India.</p> <p>ii). Such bidder shall have to submit the Type Test Reports for GIS identically manufactured by the Collaborator/ Parent Company / Principles for 220kV class or above GIS and furnish certificate to this effect from the Collaborator/Parent Company / Principles that since manufacturing procedure is same, the tests are applicable to product manufactured in India under phased manufacturing programme. Also the material for GIS should be similarly certified by the Collaborator.</p> <p>iii). The bidder shall furnish a declaration letter (jointly with the Parent Company/Principals/Collaborator)to guarantee quality, timely supply, performance and warranty obligations for the equipment(s).</p>	
8.			<p>Additional clause in QR:</p> <p>1.3.1.) An Indian Entity who has successfully executed as a Main Contractor or as an Indian</p>	The provisions of the Bidding Document shall prevail.

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			<p>Associate, a minimum One (1) project consisting of Design, Engineering, Civil Construction Works, Erection, Testing and Commissioning of 220 KV or above GIS substation with any PSU / State Utility in India in last Three (3) years and the same shall be in Satisfactory Operation as on the date of bid submission shall also be considered qualified to participate in the Bid, further provided that such Bidder:</p> <p>a) shall associate with a GIS Manufacturer who have Manufacturing and Testing facilities for GIS Equipment In India and who has Manufactured and supplied from such Indian Works cumulatively at least Ten (10) Bays covering Two (2) GIS S/Stns. as on the date of Bid Submission; and</p> <p>b) GIS Equipment to be supplied for the Project shall be Designed, Engineered, Manufactured, Testing and Supplied from the GIS Manufacturer's Works in India; and</p>	
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			<p>c) shall submit an MoU entered with an 015 Manufacturer meeting clause (a) & (b) above for the Guaranteeing the Quality, Timely Delivery, Supervision of Installation, Testing & Commissioning of the GIS Equipment on Site and including providing all necessary Technical Interface Inputs of the GIS Equipment for its integration into the GIS Substation Facilities; and</p> <p>d) GIS Manufacturer who meets the criteria specified at clause (a), (b) & (c) above should be exclusive to the Bidder for the purpose of this Tender. Change in Indian GIS Manufacturer shall not be allowed till execution and completion of the project in entirety. For avoidance of doubt, multiple Bids involving a common / same GIS Manufacturer shall be rejected summarily.</p> <p>1.3.2) Bidder and the GIS Manufacturer shall be incorporated in India under the Companies Act 1956/2013.</p>	
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			1.3.3) Necessary Documentation evidence for fulfillment of above clauses are to be submitted along with the bid.	
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C. Pre Bid Queries related to General Conditions of Contract, Section IV, Vol-I

9.	7 (x)	CONTRACTOR’S GENERAL RESPONSIBILITIES: PATENT RIGHTS AND ROYALTIES	Please note that IPR indemnity shall be subject to contractor products not being modified, revised, or used in an unauthorized manner or used in combination with other product by Purchaser.	The provisions of the Bidding Document shall prevail.
10.	7(xv) :Spares	(a) The Contractor shall carry sufficient inventories to assure ex-stock supply of spares and same shall be supplied as promptly as possible but in any case within six months of placement of order. (b) It shall be mandatory for the Contractor to specify the unit rates and prices for the spares as specified in the Schedule of Prices. The RECTPCL, however, reserve the right, during the execution of Contract, to vary the quantity of spares specified in the Schedule of Prices.	We request you to cap on the amount of variation. We suggest that the variation should be permitted up to 15%, beyond which it should be considered a change order that would be required to be mutually discussed.	The provisions of the Bidding Document shall prevail.

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11.	25 : EXTENSION OF TIME FOR COMPLETION	The Contractor may claim an extension of the Time for Completion, if the completion of the Works is delayed by any of the following causes: (i) Extra or additional work ordered in writing under Clause-32 hereof. (ii) Delay by any other Contractor engaged by the RECTPCL, which affects this contract materially. (iii) Any suspension of the works under Clause-23 hereof except when due to the Contractor’s default. (iv) Any force majeure conditions.	We would like to request you that bidder should also be reimbursed for costs incurred as a result of Delay by any other Contractor engaged by the RECTPCL, which affects this contract materially. We request for your confirmation on the same.	The provisions of the Bidding Document shall prevail.
12.	27: Liquidated Damages	sum equivalent to 1.0% of the Contract price plus GST payable thereon per week of delay or part thereof subject to a maximum of 10% of the Contract price plus GST payable thereon.	We request you to kindly revise LD rates to 0.5% per week with a cap of 5%	The provisions of the Bidding Document shall prevail.
13.	31 : DEFECTS AFTER TAKING OVER	The provisions of this Clause shall apply to all replacements or renewals carried out by the Contractor as if the replacement and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period	The warranties and remedies are conditioned upon (a) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors, if required), use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance	The provisions of Bid Document are amply clear. The provisions of the Bidding Document shall prevail.

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		equal to the period during which the Works cannot be used by reasons of a defect or damage. If only a part of the Works is affected, the Defect Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period be extended by more than twelve months.	during the warranty period and providing Seller access to those records, and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear. We request your confirmation on the same.	
14.	36(iii)	The Contractor's Risks are all risks other than those identified as the RECTPCL's Risks.	Contractor risks should be clearly defined. This makes the ambit vague and broad.	The provisions of Bid Document are amply clear. The provisions of the Bidding Document shall prevail.
15.	37 : CARE OF THE WORKS AND PASSING OF RISK	(i) Contractor's Responsibility for the Care of the Works. The Contractor shall be responsible for the care of the Works or any section thereof from the Commencement Date until the Risk Transfer Date applicable thereto under Sub-Clause (ii) of this Clause. The Contractor shall also be responsible for the care of any part of the Works upon which any outstanding work is being performed by the Contractor	Bidder/seller cannot be responsible for the background work already carried out. Bidder can only be responsible for the outstanding work being done by them and its impact, if any. Please accept the same.	The provisions of Bid Document are amply clear. The provisions of the Bidding Document shall prevail.
16.	37(v) : LOSS OR DAMAGE AFTER	After the Risk Transfer Date, the Contractor's liability in respect of loss	The general legal parlance is gross negligence or willful misconduct. Please	To be dealt on case to case basis and in this connection Employer is the sole judge.

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	RISK TRANSFER DATE	of or damage to any part of the Works shall, except in the case of gross misconduct , be limited: (a) to the fulfillment of the Contractor’s obligations under Clause-31 hereof in respect of defects therein, and (b) to making good forthwith loss or damage caused by the Contractor during the Defects Liability Period.	clarify which one do you mean	
17.	38 : DAMAGE TO PROPERTY AND INJURY TO PERSONS	(i) Contractor’s Liability Except as provided under Sub-Clause (iii) of this Clause, the Contractor shall be liable for and shall indemnify the RECTPCL against all losses, expenses and claims in respect of any loss of or damage to physical property, death or personal injury occurring before the issue of the last Defects Liability Certificate to the extent caused by; (a) defective design, material or workmanship of the Contractor. (b) gross negligence or breach of statutory duty of the Contractor, his subcontractors or their respective employees and agents.	This period needs to be better defined. The start period needs to be defined. Also, keeping in view that the defect liability certificate may be granted piecemeal, depending on the work/scope (clause 31(i)(a), our liability/indemnity has to be limited to the specific portion for which the defect liability certificate has not been granted only. Please add change shown in red	The provisions of Bid Document are amply clear. The provisions of the Bidding Document shall prevail.

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18.	39 : LIMITATIONS OF LIABILITY: (I) LIABILITY AFTER EXPIRATION OF DEFECTS LIABILITY PERIOD	The Contractor shall have no liability to the RECTPCL for any loss of or damage to the RECTPCL’s physical property which occurs after the expiration of the Defects Liability Period unless caused by gross misconduct of the Contractor.	The general legal parlance is gross negligence or willful misconduct. Please clarify which one do you mean.	To be dealt on case to case basis and in this connection Employer is the sole judge.
19.	39 : LIMITATIONS OF LIABILITY: (II) Exclusive Remedies	The RECTPCL and the Contractor intend that their respective rights, obligations and liabilities as provided for in these conditions shall alone govern their rights under the Contract and in relation to the Works. Accordingly, the remedies provided under the Contract in respect of or in consequence of: a) any breach of Contract, or b) any gross negligent act or omission, *or c) death or personal injury, or d) loss or damage to any property are to be to the exclusion of any other remedy that either may have against the other under the law governing the Contract or otherwise.	We request you to modify the said clause as per change suggested in red	The provisions of the Bidding Document shall prevail.
20.	45 : OWNERSHIP	Ownership of goods shall pass from the Contractor to the RECTPCL on	We request you to modify the said clause as per change suggested struck off.	The provisions of the Bidding Document shall prevail

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		arrival of the goods at site. However, such passing of ownership shall not in any way dilute the responsibility of the Contractor to insure the goods as per Clause-40 hereof and shall not absolve the Contractor of his obligations and liabilities under the Contract. The goods shall be handed over back to the Contractor for performance of services under the Contract for which Contractor shall submit an Indemnity Bond to the purchaser as per proforma attached at Section-IX, Volume-I.		
21.	Clause 27 - Liquidated Damages for Delay Section IV- General Conditions of Contract (GCC)	If the Contractor fails to complete the Work as specified in Clause 24 hereof, the purchaser shall, without prejudice to its other remedies under the Contract, deduct the amount from any monies in its hands, due or which may become due to the Contractor, as liquidated damages (which is a genuine pre-estimate agreed by the parties hereto of the loss or damage which the purchaser would have suffered on account of delay without giving any proof of the loss or	<ol style="list-style-type: none"> 1) As per standard terms & conditions followed by other public utilities, Contractor proposes rate of Liquidated Damages on account of delay to be 0.5% of the Contract price plus GST payable thereon per week of delay or part thereof subject to a maximum of 5% of the Contract price plus GST payable thereon. 2) The Contractor understands that GST shall be additionally payable on levy of Liquidated Damages. We request you to please provide the 	The provisions of the Bidding Document shall prevail.

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		damages) a sum equivalent to 1.0% of the Contract price plus GST payable thereon per week of delay or part thereof subject to a maximum of 10% of the Contract price plus GST payable thereon.	applicable rate of GST.	
22.	Clause 39 - Limitations of Liability Section IV- General Conditions of Contract (GCC)	Additional Clause on Limitation of Liability	<u>As per normal Central & State Utilities practice, we propose to include the Limitation of Liability Clause:</u> The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price.	Bidders are requested to refer Amendment-4 in this regard.
23.	Clause 39 - Limitations of Liability Section IV- General Conditions of Contract (GCC)	Additional Clause on Consequential Damages	<u>As per normal Central & State Utilities practice, we propose to include the Consequential Damages Clause:</u> Neither Party to this Contract shall be liable to the other Party for any indirect or Consequential damages arising due to performance of this Contract such as <ul style="list-style-type: none"> - loss of profit or revenue, and - loss of production (for oil and gas business: including loss of hydrocarbons), and - interruption of operations or loss of use, and - cost of capital, and 	The provisions of the Bidding Document shall prevail.

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			<ul style="list-style-type: none"> - loss of interest, and - loss of power, and - cost of purchased or replacement power, and - loss of information and data, and - damages based on the customer's third party contracts. 	
24.	Clause 41 - Force Majeure (Addition of a new clause) General Conditions of Contract (GCC)	Addition of a new clause	<p>In case there are Export/Import embargoes levied which limit the movement of shipments to the site from a country other than India ,the Contractor shall be unable to deliver the affected shipments to site. The Contractor therefore proposes for the addition of the following clause :</p> <p>Siemens” obligation to fulfill this agreement is subject to the provision that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos [or other sanctions]."</p>	The provisions of the Bidding Document shall prevail.
25.	GCC/Clause 3/ Page 7 of 42	The Contractor shall not, without the prior consent of the RECTPCL, assign the Contract or any part thereof, or any benefit or interest therein or there under, otherwise	Please consider deletion of sub clause (i) of clause 3. Assignment of payables to bankers may be required for factoring, eventually increasing the cash flow of the project.	The provisions of Bid Document are amply clear. The provisions of the Bidding Document shall prevail.

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		than by: (i) A charge in favour of the Contractor’s bankers of any monies due or to become due under the Contract,		
26.	GCC/Clause 6 (i) / Page 9 of 42	“.....The Engineer-in-charge shall accord and convey the approval to the design calculation and drawings, if found in order, within 30(thirty) days from the receipt of the drawings from the Contractor. Otherwise he shall apprise the Contractor of his comments on such design calculations and drawings within the above mentioned period.	Please consider adding the following after this clause. “If no action is taken within the time frame as mentioned above, the documents shall be deemed to be approved.”	The provisions of Bid Document are amply clear. The provisions of the Bidding Document shall prevail.
27.	GCC/Clause 24 / Page 25 of 42	“.....The Contract shall become effective on the date of signing of Contract Agreement between RECTPCL & successful bidder. The effective date shall be considered as commencement date.”	Requested to kindly link commencement date with the access to site in clause 18 of GCC. The commencement date should start after the access and hand over of site to the contractor.	The provisions of the Bidding Document shall prevail.
28.	GCC/Clause 19 (vii) / Page 21 of 42	Clarification	Please clarify if the land / space for labour huts / housing shall be provided by the Employer.	Please refer clause no. 19 (i)- Engagement of Labour under Section- IV, Vol-I, General Condition of Contract in this regard.

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29.	GCC/Clause 23 (i) / Page 24 of 42	Addition	Please add the following sub-clause : (d) Contractor shall have the right to suspend / slow the progress of works in case of delay in payment / obligations of the employer.”	The provisions of the Bidding Document shall prevail.
30.	GCC/Clause 27 / Page 26 of 42	“..... a sum equivalent to 1.0% of the Contract price plus GST payable thereon per week of delay or part thereof subject to a maximum of 10% of the Contract price plus GST payable thereon.”	Please consider the following change: “..... a sum equivalent to 1.0 0.5 % of the Contract price plus GST payable thereon per week of delay or part thereof on the balance portion of works subject to a maximum of 10 5 % of the Contract price plus GST payable thereon.”	The provisions of the Bidding Document shall prevail.
31.	GCC/Clause 39 / Page 36 of 42	Limitation of Liability	Total Limitation of liability for the contract shall be maximum / limited to 100% of the contract value.	The provisions of the Bidding Document shall prevail.
32.	Drawing Approval		Kindly clarify following:- 1. When Transfer of title will happen 2. Drawing approval time and approval by RECTPCL OR JKPDD?	In this regard bidder may refer following clauses for better understanding. 1. Please refer GCC clause no. 30 (i)- Taking Over. 2. Please refer GCC clause no. 6 - Drawing.

D. Pre Bid Queries related to Special Conditions of Contract, Section V, Vol-I

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33.	Point No. 12 - Clause No. 44 Section V- Special Conditions of Contract (SCC)	Point 6 - Employer would not bear any liability on account of any other taxes duties, levies applicable locally.	Bidder understands that the BOCW shall be applicable in the Installation including Civil Works and not on the supply portion.	Bidder may ascertain the applicability of BOCW Cess.
34.	Point No. 12 - Clause No. 44 Section V- Special Conditions of Contract (SCC)	Additional Clause on Statutory Variation in Taxes & Duties	In case there is a change in the rates of any taxes, duties, levies or if new taxes or duties are imposed, then the same will be reimbursed by Employer.	Bidders may kindly refer SCC clause no. 18 in Sec V , Vol-I
35.	SCC/Clause 4 / Page 3 of 24	Indemnity	We request for introduction of reciprocal indemnity to be provided by the employer to contractor.	The provisions of the Bidding Document shall prevail

E. Pre Bid Queries related to Samples Forms and Procedures, Section IX, Vol-I

36.	Appendix-3, Insurance Requirements	The Contractor shall take the policy in the joint names of Employer and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of	Please consider the following: “The Contractor shall take the policy in the joint names of and make the Employer as additional insured and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Employer as jointly Insured	The provisions of the Bidding Document shall prevail.
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		the Employer as jointly Insured in the endorsements to the open policy	in the endorsements to the open policy	
37.	Appendix-7 GUARANTEES, LIQUIDATED DAMAGES FOR NON - PERFORMANCE	Clarity	A cap for the Liquidated Damages w.r.t nonperformance is required. Further rejection of the equipment may be deleted.	Bidders are requested to refer Amendment-4 to the bidding document.
38.	Payment		Kindly clarify whether Payment shall be done by RECPTCL or JKPDD	Please refer Clause-2.1 of Appendix-1, Procedure of Payment of the bidding document.
39.	Appendix 1: 4.1 PROCEDURES OF PAYMENT Section IX - Forms	Terms of Payment- 1.1 Supply of Goods Portion: A. Interest Bearing Advance (Optional*): Ten percent (10%) of the Ex-works price component of Main Equipment/Materials (including Mandatory Spares) shall be paid as an interest bearing initial advance after signing the Contract Agreement and on submission of 1.4 Price Component for Installation (including Civil Works) A. Interest Bearing Initial Advance (Optional ^^) Ten percent (10%):	We request you to provide the 10% advance as Interest free initial advance payment to be paid within 30 days from the submission of bill.	The provisions of the Bidding Document shall prevail.
40.		form of indemnity bond to be executed by the contractor for the	We should indemnify for damage caused as a result of an act or omission on our part.	

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		equipment handed over in one lot by(abbreviated name of the employer)..... for performance of its contract	We cannot indemnify for damage caused due to act or omission on part of the employer. We request your confirmation on that same and modify the INDEMINITY BOND accordingly	The provisions of the Bidding Document shall prevail.
41.		form of indemnity bond to be executed by the contractor for the equipment handed over in installments by(abbreviated name of the employer)..... for performance of its contract	We should indemnify for damage caused as a result of an act or omission on our part. We cannot indemnify for damage caused due to act or omission on part of the employer. We request your confirmation on that same and modify the INDEMINITY BOND accordingly	The provisions of the Bidding Document shall prevail.

F. Additional Queries

42.	Additional Point	Clarification on Security issues in Jammu & Kashmir	<ol style="list-style-type: none"> 1. Since Jammu & Kashmir is a highly sensitive area, any disturbances in the area related to any cross border/any terrorism, riots or civil commotion shall be treated as Force Majeure and Contractor shall be given Time Extension & Cost Compensation in view of the same. 2. The Employer shall support for deployment of government security force and temporary suspension of work or evacuation of project personnel due to site security conditions in case of any cross 	<p>Regarding Time Extension & Cost Compensation bidders are requested to refer Clause 25: Extension of Time for Completion & Clause 41: Force Majeure of GCC.</p> <p>The provisions of the Bidding Document shall prevail.</p>
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			<p>border/any terrorism, riots, civil commotion or any other disturbances in the area.</p> <p>3. Whether there will be any Wall Boundary or Fencing in the project site in view of the site security conditions.</p> <p>4. If there are any threats due to Militancy/ Terrorism, will there be any mitigation plans by the Employers.</p>	
43.	Interest Cost - Additional Clause	Additional Clause on Interest Cost	The invoices shall be settled immediately when due for payment, without any cash discount or other deduction. If Employer is in default with respect to the agreed terms of payment, it shall be liable, to pay default interest, from the due date of payment at a rate of 13% p.a. on the amount that have not been paid by the Employer.	The provisions of the Bidding Document shall prevail.
44.	Storage Cost - Additional Clause	Additional Clause on Storage Cost	If dispatch, delivery or Commissioning is delayed due to reasons attributable to Employer by more than one month after notice was provided by the Contractor for dispatch, delivery or Commissioning, the Employer may be charged storage costs thereafter at the rate of 0.5 % of the Subcontract price of the Works but in no event shall the aggregate storage charges	The provisions of the Bidding Document shall prevail.

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			exceed a total of 5% of the total Subcontract price. Thereafter, the Contract shall be deemed to be terminated at the option of Contractor. Contractor shall be free to dispose of the supply and recover damages from Employer.	
45.	Permits & Approvals - Additional Clause	Additional Clause on Permits & Approvals	<u>Responsibility for Permits, Approvals & Licences:</u> Contractor will provide technical support/ assistance to Employer for taking all necessary approvals, permits & licences from Central/ State Government/ local bodies & other competent authorities. All necessary fees shall be paid by Employer only.	Bidders may kindly refer ITB clause no. 11.1 in Sec-II, Vol-I. The provisions of the Bidding Document shall prevail.
46.	General	Site Details	You are requested to furnish the site co-ordinate to carry out the site visit including the name & Contact details of concern person	Bidders are requested to refer Amendment-5 in this regard.
47.		Safety	Contractor has no responsibility or liability for the pre-existing condition of purchaser’s equipment or the site. prior to contractor starting any work at site, purchaser will provide documentation that identifies the presence and condition of any hazardous materials existing in or about purchaser’s equipment or the site that contractor may encounter while	As per provision of bidding document, contractor is required to submit the Safety plan as per the Performa enclosed in Section-IX, Vol-I for the approval of the employer. Bidder may access the site and may provide the details regarding presence of hazardous materials (if any) at proposed site.

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			performing under this contract. Purchaser shall disclose to contractor industrial hygiene and environmental monitoring data regarding conditions that may affect contractor’s work or personnel at the site. purchaser shall keep contractor informed of changes in any such conditions.	
48.		lol & consequential losses	The total liability of contractor for all claims of any kind arising from or related to the formation, performance or breach of this contract shall not exceed the total contract price. Contractor shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of purchaser for any of the foregoing types of damages. Contractor shall not be liable for advice or assistance that is not required for the work scope under this contract.	The provisions of Bid Document are amply clear. The provisions of the Bidding Document shall prevail.
49.		Termination and suspension by supplier for default in payments	there is no recourse available to the supplier in case timely payments are not received by supplier. supplier shall have the right to suspend performance and terminate contract at risk and cost of the	The provisions of the Bidding Document shall prevail.

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			employer in the event of default in payment by the employer.	
50.		nuclear use	the material/equipment/services sold by the supplier are not intended for use in connection with any nuclear facility or activity, and the purchaser warrants that it shall not use or permit other to use the material/equipment/services for such purpose, without advance written consent of supplier. if in breach of this, any such use occurs, supplier (and its parent, affiliate, suppliers and subcontracts) disclaims all liability for any nuclear or other damage, injury or contamination.	The provisions of the Bidding Document shall prevail.
51.	General Query		If a prospective bidder can use the same login ID for Tender Event No- ET-6 & ET-7 at MSTC's e-bidding portal which was used by them for HPCL-Vizag project (ET-2) & accordingly applicability of Transaction fee	Yes the same account can be used if the authorized signatory for bid submission is same.
52.	General Query			Bidder may note that , regarding First Envelope (Bid form) excel file provided as Annexure-B to Amendment-1 is required to be downloaded from e-bidding portal and the same shall be uploaded in the respective place as defined in tender document.

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53.	General Query			Bidders may note, Second Envelope (Price Schedule) to be downloaded from the e-bidding portal only under head COVER -3 and the same may be uploaded after filling the quote.