



GVK RATLE HYDRO ELECTRIC PROJECT PRIVATE LIMITED
850MW (4X205 MW + 1X30 MW) RATLE HYDRO ELECTRIC PROJECT
PRE-BID QUERIES OF THE BIDDERS & OWNER'S RESPONSE

DATE: 07.02.2012

Sl. No.	Volume/Relevant Clause	Description/Tender stipulation	Query	Owner's response
1	CORRIGENDUM II	Similarly if the Bidder is a subsidiary company and adduces documentary evidence of having had the support of and access to the assets and resources of a 'Parent Company' for execution of Electro- Mechanical works similar to the work package under consideration and the same is guaranteed by such 'Parent Company' for this work package through a Corporate Guarantee or any other proper documents to the satisfaction of GVKRHEPPL towards their support in successful completion of the Contract and also in supply of spares and services for entire life of the plant, past experience and Financial Capacity of such 'Parent Company' can be considered for qualification of such Bidder.	Please also include the group companies for qualifying	As discussed during the meeting, the Guarantee should flow from the 'Parent Company'.
			Also please delete" and also in supply of spares and services for entire life of the plant" as this will cover under the Contract	Original provision shall remain unaltered.
2	Bid forms (Vol 2 (iii) Form of Bid security	This Bid Security shall be irrevocable and remain in full force for a period of 210 (Two hundred and ten) days from the Bid due date or for such extended period as notified by the Owner and agreed to by the Bank with a claim period of 60 days after 210 (Two hundred and ten) days or such extended period.	The validity of Bid is 180 days and BG is extended upto 210 days hence beyond 210 days 60 days claim period is not required. Kindly confirm	Original provision shall remain unaltered.
3	Bid forms (Vol 2 (iii)	FORM OF PARENT COMPANY UNDERTAKING FORM OF PARENT COMPANY GUARANTEE	We shall provide the letter of comfort as per corrigendum-II	The draft format for "letter of comfort" shall be submitted by the bidders for Owner's review. Till such time the original provision shall remain unaltered.
4	Bid forms (Vol 2 (iii)	Form of Contract agreement	Clause 12 Representation and Warranties This shall be applicable for both parties	No. Original provision shall remain unaltered.
		Form of Contract agreement	Please provide the Appendix 1 to 16	These Appendices will be part of the Contract Agreement and shall be furnished by the bidders along with the bid.
5	Vol2- Appendix to Bid Clause 14.9 of PCC	Retention amount (1	Since this is Electro Mechanical works and as per industry, there is no retention money,we request you to delete the same	Original provision shall remain unaltered.
6	Vol-4-Clause -1.7	The Owner shall be fully entitled, without the consent of the Contractor, to assign the rights, benefits and obligations under the Contract or any part thereof and any interest therein or thereunder to any third party or to an affiliate."	Request you to change word "without" by " with"	Original provision shall remain unaltered. However under such circumstances, the bidder shall be informed about the cause for such action by the Owner.
7	Vol-4-Clause -8.1	The following conditions precedent must be fulfilled to the satisfaction of the Owner prior to the Commencement Date	For effective date/ commencement date the following shall be added (d) Receipt of advance by Contract as per Payment terms	Owner agrees for receipt of the advance by the bidder as one of the conditions precedent prior to the Commencement Date.

8	Vol-4-Clause -8.8	(b) climatic conditions on the Site or conditions arising out of climatic conditions, or (c) where suspension was necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Owner or from any of the risks defined in Sub-clause 17.3 [Owner's Risks]).	Kindly delete the (b) and (c) as this is not in control of Contractor	Original provision shall remain unaltered.
9	Vol-4-Clause -9.1	CONTRACTOR'S OBLIGATIONS	45 days of trial run is too high kindly reduce to 15 days	Provision of the clause shall remain unaltered. The trial run shall be for maximum 45 days which will include pre-commissioning and commissioning tests also.
10	Vol-4-Clause -9.4	FAILURE TO PASS TESTS ON COMPLETION	We understand that the maximum LD for all the performance parameters mentioned in this clause shall be limited to 10% of the Contract value. Kindly confirm	The maximum LD for the individual performance parameters shall be limited upto the rejection limits for each parameter. However Overall Cap on LD shall be 35% of the Contract Price which shall include both LDs, i.e. LD for delay and LD for Guaranteed Performance Figures.
11	Vol-4-Clause -10.3	INTERFERENCE WITH TESTS ON COMPLETION	Please include the cost compensation also	Original provision shall remain unaltered.
12	Vol-4-Clause -11.6	FURTHER TESTS	Once the test on completion is done, the risk lies with Owner. Hence kindly delete the " risk of Contractor"	Original provision shall remain unaltered.
13	Vol-4-Clause -11.12	Latent Defect Liability Period	The period shall be limited to 3 years. Kindly accept	Original provision shall remain unaltered.
14	Vol-4-Clause -13.8	ADJUSTMENTS FOR CHANGES IN COST	Please note that the period and value of the project is too high. Please include the price variation formula	No adjustment is admissible. Prices shall remain firm and fixed till complete execution of the Works by the bidder and COD of the Power Plant.
15	Vol-4-Clause -16.1	Suspension by Contractor	In case the suspension is done by Contractor as per clause then Cost compensation shall be provided. Hence point (b) reinstate	Original provision shall remain unaltered.
16	Vol-4-Clause -16.2	Termination By Contractor	As per Contract Act, the Contract should be fair and balance. Since Owner's right to terminate is mentioned, this clause should be as per FIDIC. Request you to accept	Owner has considered the request of the bidder and reply at SI no.72 below may please be seen.
17	Vol-4-Clause -17.6	LIMITATION OF LIABILITY	Repair should be within the 100% Contract Value. Kindly confirm	The total liability shall be limited to 100% of the Contract Price as per Clause no. 17.6 of GCC.
18	General-I	Clearances	Please inform the following :	Status of Clearances
			Status of clearances viz CEA clearance, Forest & Environment clearance, Land acquisition status etc.	a. CEA, Forest clearances are under process & shall be accorded before award of the Contract. b. Land acquisition is in process.
19	General-II	Source of Funds	Please inform the source of funds, debt equity ratio and Status of Financial closure for the Project.	The Debt equity ratio for the project is under finalisation & the Debt portion to be tied up with financial institutions. We have approached the institutions and initial discussions are in progress.
20	General-III	Mode of Payment	All the payments (Except initial Advance) for supply & services including Taxes & Duties shall be paid through confirmed Irrevocable Revolving Letter of Credit. Please confirm.	All payments except initial advance shall be paid by the Owner through Designated Bank Account, which shall be opened by the Owner after Financial Closure.
21	General-IV	Land for Contractors Use	The owner shall provide free of cost the sufficient leveled & compact land for construction of stores, offices, hutments for labor etc within the distance of 5km of the power house. Please confirm.	Sufficiently plain area will be provided on "as is where is basis". If the contractor envisages, it can further develop the area. If the contractor envisages for some additional area, it can procure the additional area. For best interest of the project, the contractor can keep a transit land at Jammu.
22	General-V	Time for completion	We understand that time for completion shall be commissioning of units.	Time of completion is the Completion time for the Power House i.e. achieving "Commercial Operation Date" (COD) of all the 5 units.

23	IFB, Clause No-9, Page-4	The Works under the Contract shall have to be completed within 48 (forty eight) months from the date of issue of Notice to Proceed. Defect Liability Period of 18 (eighteen) months shall commence after completion/ commissioning of works.	i) The commencement date for contract period of 48 months shall be reckoned from the date of technically and commercially clear order and release of initial 10% advance whichever is later.	The Completion period & DLP are the pre-requisites of the Owner for entering in to the Contract and which shall be as per Clause no. 4 of IFB. The original requirements remain unaltered. Owner however agrees for receipt of the advance by the bidder as one of the conditions precedent prior to the Commencement Date.
			ii) The defect liability period may be modified as under:	
			"The defect liability period shall be eighteen months (18) months from the date of commissioning of each machine or twenty four (24) months from the date of supply of last substantial consignment required for commission of that particular unit, whichever is earlier. Please confirm.	The original requirements shall remain unaltered.
24	IFB, Clause No-9, Page-5 & ITB, Clause no-15, Page-10/23	Bids must be... with a Bid Security of INR 40,000,000 (Forty Million Indian Rupee Only) or USD 900,000 (Nine hundred thousand US Dollar only)	The amount of Bid Security of INR 40,000,000 (Forty Million Indian Rupee Only) or USD 900,000 (Nine hundred thousand US Dollar only) specified in tender is too high. The same may be reduced to INR 10,000,000 (10 Million Indian Rupee Only).	Original provision shall remain unaltered.
25	IFB, Annexure-1, Qualification Criteria. Clause no-4.2(e), Page-14	Design, Manufacturing....of 420KV GIS Switch yard.	This clause may be suitably modified to include qualification on the basis of bidder or its Vendor. Please confirm.	Experience of Design , Manufacturing , Supply, erection, testing and commissioning of 400kV GIS Switchyard of the bidder or its Vendor shall be considered.
26	ITB, Clause no-13, Page 10/23	Currencies of Bid and Payment	This clause is not clear. Please clarify the same.	For Indian component the currency should be INR and for Foreign components bidders may use maximum two currencies. i.e. USD and Euro.
27	ITB, Clause no-12.3, Page-10/23	All duties, taxes, toll tax, entry tax and other levies, deemed payable by the Contractor.....Bid Price submitted by the Bidder.	Please note that the entry Tax, if applicable, is assessable to Owner & not the Contractor. Therefore, the Taxes duties etc to be included by us in our bid shall be exclusive of entry tax or any other tax which is payable by the owner / assessable on the Owner. Entry tax is assessable to the owner; the same shall be paid by owner to the concerned authorities directly.	The entry tax shall be paid by the bidder and Owner shall reimburse the same as per actuals against invoice once in a month for the plants, equipments and material received at site as consumables at Power Plant . The bidder shall not include the entry tax in the bid price therefore. However all other taxes and duties shall be to the bidder's account and to be included in Price Bid. The entry tax on bidders equipments and facilities like construction equipment etc. shall not be reimbursed by the Owner.
			In case the rates of taxes duties are increased or decreased, a new taxes duties is introduced, an existing taxes duties is abolished, or any change in interpretation or application of any taxes duties occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Subcontractors or their employees in connection with performance of the Contract, the same shall paid to the contractor by the owner.	Please refer clause 13.7 of GCC & PCC, "ADJUSTMENTS FOR CHANGES IN LEGISLATION". The bidders query has been addressed in these particular sections.
28	ITB, Clause no-12.4, Page-10/23	The rates and prices quoted by the Bidder shall be firm and fixed during the performance of the Contract.	In case of any delay in extension of contract period due to reasons not attributable to contractor, besides time extension, the contract shall also be suitably compensated for such delays.	Original requirement of firm price shall remain unaltered.
			We request that the prices may be made subject to price variation instead of firm price.	No adjustment is admissible. Prices shall remain firm and fixed till complete execution of the Works by the bidder and COD of the Power Plant.
29	ITB, Clause no-20, Page 13/23	Deadline For Submission Of Bids	We shall require at least 6 to 8 weeks from the date of receipt of all bid clarifications for preparation of our competitive bid. Therefore, it is requested that the deadline for submission of bid may be extended accordingly.	The Owner has considered the request of the bidder and the bid submission date is hereby extended from 09.03.2012 to 23.03.2012.

30	ITB, Clause no-27.4, Page-17/23	The capabilities of the vendors and subcontractors, proposed in the bid, to be used by the Bidder will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the bidder will be required to substitute an acceptable vendor or sub-contractor without any change in the bid Price.	We would like to inform you that BHEL being Central Govt. PSU, the vendors/ Sub suppliers are selected through tendering process and order for procurement of bought out packages is finalized on a Vendor/ Sub supplier after proper technical and commercial evaluation. Hence, the letter of interest of participation etc from Vendors/ sub suppliers cannot be submitted by us at this stage. However, we shall provide credential of Vendors / Sub suppliers during execution of the contract. We shall furnish the list of Vendors / Sub suppliers in our bid.	Acceptable. The list of vendors / sub supplier of all systems and equipments shall be furnished by the bidder alongwith the bid. However, if any vendor/sub supplier is not acceptable to the Owner, the bidder will not consider the same vendor / sub supplier during procurement. Additional vendors/ sub suppliers after the award of Contract shall not be considered by the Owner.
31	ITB, Clause no-28.1, Page-17/23	Conversion to Single Currency	We understand that the single currency is INR (Indian Rupees). Please clarify.	It's clear in the clause that The Owner's country currency shall be used for converting bid prices to a common base for the purpose of evaluation and that will be INR.
32	Volume-2(ii), Appendix to Bid, Sub clause 8.7, Page-7/7	Maximum amount of delay damages	The aggregate amount of liquidated damages for delay shall not exceed five percent 5% of the Contract Price. Please Confirm.	Original provision shall remain unaltered.
33	Volume-2(ii), Appendix to Bid, Sub clause 14.2, Page-7/7	Deduction percentage for repayment of advance payment	The 10% advance shall be adjusted against each bill / invoice for supply & service by the contractor instead of 12.5%. Please Confirm.	Original provision shall remain unaltered.
34	Volume-2(ii), Appendix to Bid, Sub clause 14.2, Page-7/7	Percentage of retention	Deduction of retention money of 5 % of value of Interim Payment Certificates may be deleted as Owner shall have performance guarantee equal to 5% of the contract price in his possession.	Original provision shall remain unaltered.
35	Volume-2(ii), Appendix to Bid, Sub clause 18.1, Page-7/7	28 days from Commencement Date	The MCE insurance shall be taken by us 2 months before start of 1 st dispatch.	Original provision shall remain unaltered.
36	Volume-2(ii), Appendix to Bid, Sub clause 18.1, Page-7/7	56 days from Commencement Date	The copy of Insurance policies shall be submitted within 56 days from the date of insurance policy.	Original provision shall remain unaltered.
37	Volume-2(iii), Bid Forms, Clause No-10, Page-37/42	List of Appendices	The Appendices listed at page No- 40/42 of the Volume are not appearing in tender document. Please furnish the same.	These Appendices shall be part of the Contract Agreement and shall be furnished by the bidders along with the bid.
38	PCC, Clause no-1.8, Page-11/63	5 th para: All such Contractor's Documents shall be subject to the approval of the Owner and the Engineer prior to commencement of work covered by the Drawings and documents, and in his planning of the work the Contractor shall allow 56 days for obtaining the approval or detailed comments of the Engineer.	The Owner / Engineer shall convey their approval or detailed comments on contractor drawing / documents within 15 days from the date of the submission of drawing / documents.	The Owner / Engineer shall convey their approval or comments on contractor's drawing / documents within 3 to 4 weeks from the date of the receipt of the drawings / documents at their end.
39	PCC, Clause no-1.9, Page-12/63	The Contractor shall review the Owner's Requirements and other information which the Contractor receives from the Owner or the Engineer and shall notify the Owner and the Engineer in writing of any errors or omissions in the Owner's Requirements and other information in order for the Owner or the Engineer to be able to make necessary changes or corrections thereto. The Contractor shall be responsible for the correctness of the Owner's Requirements and other information received from the Owner or the Engineer except in case that the Contractor has notified the Owner or the Engineer of such errors or omissions and the Owner or the Engineer has not made necessary related changes or corrections."	The Contractor shall not be responsible for the correctness of the Owner's requirements and other information received from the Owner or the Engineer. Further If the contractor suffers delay and/or incurs cost as a result of an error in the employer's requirements then the contractor shall be entitled for an extension of time and suitable compensation for any such delay. The clause may be modified accordingly.	Original provision shall remain unaltered. Please refer Owner's reply against sl. no. 28 above.
40	PCC, Clause no-2.1, Page-13/63	Right of Access to the Site	Please re-instate the sub clause (b) of FIDIC conditions.	Original provision shall remain unaltered.

41	PCC, Clause no-2.2, Page-14/63	The Contractor is entitled to import Plant & Machinery including spares (not exceeding 10% of the value of Plant & Machinery) at concessional customs duty under Project Imports as of now as per the extant Policy of Govt. of India. The Contractor is also entitled to avail deemed export benefits for the Plant & Machinery as per the extant Foreign Trade Policy of Govt. of India. The Owner shall only be responsible to issue requisite certificates. However, if the benefits of Deemed Export / concessional custom duty are not granted by the Govt. of India to the Contractor, the Owner will not be liable to pay anything extra on this account.	1. Please confirm that Purchaser has followed all the procedures necessary for an ICB tender which qualifies the project for Deemed Export Benefits as per latest EXIM Policy of Govt. of India.	1. The Owner has published the tender in national and international dailies to fulfill the requirement of ICB tender.
			2. In case of non-availability of Deemed Export Benefits to the Contractor due to reasons not attributable to the Contractor, Purchaser shall compensate Contractor to the extent of loss the Contractor has suffered due to non-availability of the Deemed Export Benefits.	2. The liability of the Owner is restricted to only provision of requisite certificates to the contractor.
42	PCC, Clause no-2.3, Page-14/63,	Employer's Personnel	The clause may be re-instated in its entirety.	Original provision shall remain unaltered.
43	PCC, Clause no-2.5, Page-14/63, 2 nd Para, 2 nd line.	Owner's Claims: "The notice shall be given as soon as practicable after the rise to the claim."	Please add following at the end of the clause: Owner shall give notice relating to any extension of defect liability period before the expiry of the defect liability period.	Original provision shall remain unaltered.
44	PCC, Clause no-4.2,Page-16/63, 5 th Para & 6 th Para	i) 5 th Para- "The Employer Shall indemnify....entitled to make the claim"	i) The Para may be re-instated.	Original provision shall remain unaltered.
		ii) 6 th Para-" The employer shallwithin 21 days after receiving a copy of the performance certificate"	ii) The owner shall return the performance security immediately after completion of defect liability period. Please confirm.	
45	PCC, Clause no-4.3,Page-16/63,	" The contractor's representative...degree holder ...last fifteen year experience...at power house site" "The contractor's repetitive.....related to the works"	The clause may be modified as under:" The contractor's representative at site shall be fully conversant with the work and having sufficient experience in the relevant fields at power house	Original provision shall remain unaltered.
46	PCC, Clause no-4.7,Page-19/63	Setting Out : "The Contractor shall be responsible forprofit by the owner"	The contractor shall not be responsible for the verification of survey control points, benchmarks and such other information provided to him. The contractor shall only use reasonable efforts to verify their accuracy before they are used. Please modify the clause accordingly.	The contractor shall be provided benchmarks / similar informations by the Owner and the contractor shall be responsible to carry out further work thereof. However verification of the accuracy before using those informations shall be the responsibility of the contractor.
			It is requested that the deleted paragraph 2 nd , 3 rd & 4 th may be re-instated.	
47	PCC, Clause no-4.10,Page-20/63	Site Data :	The deleted words "To the extent which was practicable (taking account of cost and time) "in the first sentence and "To the same extent "in the second sentence may be re-instated.	Original provision shall remain unaltered.
48	PCC, Clause no-4.14,Page-20/63	Sub clause: "The Contractor shall reinstate all properties whether public or his first entry on them." & "If, in the opinion of the Engineer, the Contractor shall have failed to take prompt actionthat the Contractor"	Please note that the contractor shall not be responsible for consequential damages in execution of the works. However, contractor shall carry out the execution of work with due care to avoid any damages to public and private properties.	Original provision shall remain unaltered.
		"The Contractor shall..... Calculations and other information."	The contractor shall plan transportation of its consignments based on the transport limitations i.e. weights and dimensions etc. of the available infrastructure in route provided by the owner & shall not be held responsible for any modification , strengthening or supporting works of any bridge or associated structure or roadway by heavier or larger vehicles or equipment need for transportation of equipment at site. It is the responsibility of owner to provide suitable infrastructure roads etc for transportation of equipment at site. The clause may be modified accordingly.	Original provision shall remain unaltered. Contractor shall be deemed to visit site before submission of its proposal and plan its transportation for assignments according to the available infrastructure.
49	PCC, Clause no-4.15,Page-21/63	Access Route: "The contractor shall....."	Please refer our comments on clause no 4.14 at Sl no 11.	Please refer Owner's reply at sl. No. 48 above.
50	PCC, Clause no-5.2,Page-21/63	"Unless otherwise stated in the Owner's....exceed 56 days, calculated Contractor's notice."	The review period shall not exceed 21 days. Please confirm	The review period shall be 3 to 4 weeks.
		"The Contractor shall be responsible for any delays or additional it constitutes a variation under Section 13"	In case of delays in review / approval of the contractors drawings / document by the owner the contractor shall be entitled for time extension and suitable compensation. The Para may be modified accordingly.	Original provision shall remain unaltered.

51	PCC, Clause no-8.1,Page-32/63	Commencement of work	The date for commencement of shall be reckoned from the date of technically & commercially clear order or release of Initial 10% Initial advance whichever is later.	Provision of the clause shall remain unaltered. Owner however agrees for receipt of the advance by the bidder as one of the conditions precedent prior to the Commencement Date.
52	PCC, Clause no-8.1,Page-32/63	" Notwithstanding the expiry of 28 days from the date of issuance of Letter of Acceptance."	Please refer our comment at S.I no-16 above.	Please refer Owner's comment at Sl. No.51 above.
		"The Owner shall not be liableprecedent to be fulfilled by the notified date."	Contractor shall not be responsible for delay in commencement date resulting from delay in release of advance by the owner.	
53	PCC, Clause no-8.3,Page-33/63	"The Contractor shall submit a detailed time programme to the Engineer within 10 (ten) days from Letter of Award The Contractor shall also submit a revisedactual progress on site."	The detail time program shall be submitted within 30 days from Letter of Award.	Agreed.
54	PCC, Clause no-8.4,Page-33/63	Extension of time for completion	This clause may be re-instated.	Original provision shall remain unaltered.
55	PCC, Clause no-8.5,Page-33/63	Delay Caused by Authorities	The Sub-paragraph (c) & (d) not available in FIDIC document. Please clarify.	There is no sub para(d) in FIDIC document. It is an inadvertant error. Remaining provisions of the clause shall remain unaltered.
56	FIDIC, Clause no-8.6,Page-29	Rate of Progress	Please delete following sentence from the last Para :." If these revised methods(if any) under sub clause 8.7 below"	Original provision shall remain unaltered.
57	PCC, Clause no-8.7,Page-34/63	"then the delay damages paid in accordance with (b) without interest shall be returned to the Contractor except for a deduction in the value, as determined by the Owner, of any Costs or material loss incurred by the Owner as a result of the default described in (a)"	Consequential losses "if any" due to delays suffered by the owner shall not be payable by the contractor.	Original provision shall remain unaltered.
58	FIDIC, Clause no-9.1,Page-31	"The contractor shall give to engineer not less than 21 days notice.....engineer shall instruct"	21 days notice period may be changed to 7 days notice.	Provision remains unaltered as other agencies may also be involved during test like JKPDCL/OE & PMC Consultant etc.
59	PCC, Clause no-9.4,Page-37/63	Penalty on weighted average efficiency	Since 0.1% WAE of 205 MW and 0.1% WAE of 30 MW unit correspond to quite different value of KW's. Hence logically penalty of 205 MW and 30 MW units should not be same. Please review and amend the penalty rates suitably.	The penalty amount mentioned on W.A.E. is applicable for 205 MW unit. For 30 MW unit the penalty amount shall be Rs.6.8 Millions if efficiency is less by 0.1%.
60	FIDIC, Clause no-11.4,Page-35	Failure to Remedy defects	Please delete following words from the second Para:"plus financing costs and the cost of dismantling".	Original provision shall remain unaltered.
61	FIDIC, Clause no-11.5,Page-35	Removal of defective work	Please delete following sentence from the Para : "This consent may require the contractor to increase the amount of theappropriate security".	Original provision shall remain unaltered.
62	PCC, Clause no-12,Page-43/63	Test after completion	The field test shall be conducted as soon as possible but within 6 months and before 1 st monsoon on any one unit selected by the owner.	Field test on one unit as per Owner's choice is acceptable. Other provisions of the clause shall remain unaltered.
63	PCC, Clause no-14.2,Page-45/63	Advance payment	Please delete following sentence from 1 st Para : "The Contractor shall submit certificate and proof that the advance amount has been utilized for the purpose of GVK Ratle Project only"	Original provision shall remain unaltered.
64	PCC, Clause no-14.3,Page-46/63	Application for interim payment certificate	This clause need to be discussed in pre-bid meeting for clarity.	The clause discussed during pre bid meeting. Original provision shall remain unaltered.
65	FIDIC, Clause no-14.7,Page-45	Payment: "The amount certified ... within 56 days after the engineer receives the statement and supporting documents : and" "The amount certified ... within 56 days after the engineer receives this payment certificate"	The payment shall be released through "confirmed Irrevocable Letter of Credit payment. The final payment shall be released within 15 days after the employer receives the payment certificate.	The payment shall be not be released through Letter Of Credit but shall be released through Designated Bank Account , which shall be opened after financial closure.

66	PCC, Clause no-14.8,Page-47/63	Delayed payments	This clause may be re-instated in entirety.	The request of the bidder has been considered and clause 14.8 shall now read as under: "If the Contractor does not receive payment in accordance with Sub-Clause 14.7 and provided there is no dispute about the payments, the Contractor shall be entitled to receive simple interest on unpaid sum at the rate of 4% (four percent) per annum for the INR currency and the prevailing 6-monthly LIBOR rate per annum on the corresponding foreign currencies for the delay time beginning on the 57th day from receipt of Interim Payment certificate alongwith statement and supporting documents by the Engineer. Such interest is to be paid in the currency of the Contract".
67	PCC, Clause no-14.9, Page-47/63	Payment of retention money:	In view of our above comments at SI no-12 section-III, regarding deletion of deduction money from contractor bills, this clause becomes null and void.	This is related to your comment against SI. No. 34 above & not SI. No. 37. The original provision shall remain unaltered in view of owner's reply against SI. No. 34 above.
68	PCC, Clause no-14.10, Page-48/63	"The Statement at Completion shallduring the Defects Liability Period."	Please refer our comments at SI no-12 section-III, where in we have requested for deletion of retention money. In view of above, this clause shall also be deleted.	
69	FIDIC, Clause no-14.7,Page-46	Application for final payment certificate: " within 56 days after receiving the performance certificate.....by the engineer"	As per terms of payment given in Volume-8 , price schedule the final 10% is due after COD and on operational acceptance of the machines. Therefore the words "performance certificates" in the 1 st Para may be replaced with "completion certificate "and the payment shall be released within 15 days after receiving the completion certificate.	Not clear. We are unable to locate in this clause - "Performance Certificates" in the 1st Para. For period of final payment release, please refer our reply above.
70	PCC, Clause no-15.5, Page-52/63	Owner's Entitlement to Termination: "The Owner shall not terminate..."	The sentence "The Owner shall not terminate..." deleted from the 1 st Para may please be re-instated.	Original provision shall remain unaltered.
71	PCC, Clause no-16.1, Page-52/63	Contractors Entitlement to suspend Work	The words "or the Owner fails to comply with Sub-clause 2.4[Owner's Financial Arrangement]" from 1 st Para may be re-instated.	Original provision shall remain unaltered.
			The words "to financing charges under Sub-clause 14.8 [Delayed Payment]" from 2 nd Para may be re-instated.	The request of the bidder has been considered and "to financing charges under Sub-clause 14.8 [Delayed Payment]" of 2 nd Para is hereby re-instated.
			The words "(b) payment of any such cost which shall be included in the Contract Price." may be re-instated.	Original provision shall remain unaltered.
72	PCC, Clause no-16.2, Page-52/63	Termination by Contractor	This clause may be re-instated in entirety.	The bidders request has been considered and clause 16.2 shall now read as under : The Contractor shall be entitled to terminate the Contract : (a) In the event of the Owner failing to pay to the Contractor the amount due within 56 days after the expiry of the time stated in Sub-Clause 14.7 within which payment is to be made except for deductions in accordance with Sub-Clause 2.5. (b) In the event of the Owner becoming bankrupt, or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation. The Contractor shall give sixty days notice in writing to the Owner specifying therein the particulars and requiring the Owner to remedy the same. In the event of the Owner failing to take effective steps for remedying the default complained in such notice within the above stated 60 days, the Contractor shall be entitled to terminate the Contract after giving further 60 days prior written notice to the Owner. Termination of the Contract by Contractor shall be without prejudice to the rights, remedies and liabilities of the Contractor which have accrued prior to such termination.
73	PCC, Clause no-16.3, Page-52/63	Cessation of works and Removal of contractors equipment	The "Sub-clause 16.2 [Termination by Contractor] or" from the first paragraph" may be re-instated in entirety.	The request of the bidder has been considered and "Sub-clause 16.2 [Termination by Contractor] or" from the first paragraph is hereby re-instated.

75	PCC, Clause no-16.4, Page-52/63	Payment on Termination	This clause may be re-instated in entirety.	The request of the bidder has been considered and Clause no.16.4 shall now read as under: In the event of the exercise by the Contractor of its rights to terminate the Contract under the provisions of the Clause 16.2, the following amounts shall be paid to the Contractor: (a) the payment for all works delivered or performed by the Contractor for which the payment had not been made earlier by the Owner, and (b) the direct costs, and all other costs and expenses properly incurred in respect of the works not already completed.
76	PCC, Clause no-17.3, Page-53/63	Owners Risk	The deleted sub Para "(g) design of any part of the Works by the Owner's Personnel or by others for whom the Owner is responsible, except where the responsibility for such design is assigned to the Contractor under the terms of the Contract, and" may be re-instated as this is owners risk.	Not clear. The comments of the bidder is re-instated already.
78	PCC, Clause no-17.5, Page-53/63	Intellectual and Industrial Property Rights	This sub clause already exists in FIDIC conditions. Addition of this sub clause as new clause is not understood.	FIDIC sub- clause 17.5 has been replaced by modified sub-clause 17.5 at - PCC and PCC sub - clause shall holds good.
79	PCC, Clause no-17.6, Page-53/63	Limitation of Liability	The total liability of contract on account of delay, damages and penalty shall be limited to 10% of total contract price. Please confirm.	The total liability shall be limited to 100% of the Contract Price as per Clause no. 17.6 of GCC.
80	PCC, Clause no-19.6, Page-60/63	Optional Termination, Payment and Release	The point "(c) any other cost or liability....of completing the works", may be re-instated.	Original provision shall remain unaltered.
81	PCC, Clause no-20, Page-60/63	Claims, Disputes and Arbitration	Claims shall be submitted within a reasonable time, consequently be delete the stipulation of 28 days & clause no 20.5	Original provision shall remain unaltered.
82	PCC, Electricity water and Gas, Clause 4.19 page 21/63	Owner is planning to establish 11KV sub-station at Dam site through laying 11KVline. Contractor will not have any claim, if construction power is not available /partially available. The Contractor shall make standby arrangement for the full anticipated requirement of electricity by installing Diesel Generating sets and operate these sets for his requirements of power at no additional cost to Owner.	"if construction power is not available /partially available" Kindly clarify the availability of construction power. Owner is requested to provide 3 phase 415V construction power at following locations: Service bay, transformer bay, stores, residential/office complex.	Owner shall provide the Construction Power as per clause 4.19 of PCC. Original provision of the clause shall remain unaltered. However in the event the entire requirement of construction power is catered by the Owner through state grid, the contractor shall be liable to payback the differential amount (difference between DG power rate and state rate) to the Owner.
83	Clause 6.4, Electric Power, water supply, compressed air, consumable material and communications	The Contractor shall, at his own expense, provide electricity supply system for hisconstruction use. The electricity and power supply shall be designed to supply necessary electricity andpower for execution of the Works, workshops, stores, offices, camps and all thenecessary Contractor's facilities and for all tests up to the completion of the Plant. TheContractor shall, at his own expense, operate and maintain the electricity supplyfacilities until the Taking-Over Certificate is issued by the Engineer, and then remove such facilities as directed by the Engineer on the completion of the Works.	Start up power for all tests including auxiliary to be provided by customer free of cost. Otherwise it will involve change in connection and checking the direction of all motors once again.	Original provision shall remain unaltered.
84	Clause no-1.4.1, Page-3/4	Supply Portion	i) The 100% taxes and duties shall be released along with 60% payment on dispatch of all the parts and equipments.	Shall be considered while releasing 10% payment after receipt of material at site duly checked and verified by the Engineer.
			ii) In case completion of machine gets delayed due to reasons not attributable to contractor, the 10% payable on completion of machine wise completion certificate shall be paid to the contractor on the day it would have become due as per original schedule.	Original provision shall remain unaltered.
85	Clause no-1.4.3, Page-4/4	Installation Portion	i) The 100% taxes and duties shall be released along with 80% payment on monthly running bills.	Shall be considered.
			ii) In case completion of machine gets delayed due to reasons not attributable to contractor, the 10% payable on completion of machine wise completion certificate shall be paid to the contractor on the day it would have become due as per original schedule	Original provision shall remain unaltered.

86	Volume 2, ITB Clause 6.2	Site Visit	Owner should be responsible for adequacy of site data like nature of ground and sub-soil conditions, water table level, river regime, river water levels, other details of river and other site geological and climatic conditions. We request you to change above clause accordingly	The Bidders shall be deemed to have undertaken a visit to the Site and be aware of all information that may be necessary for preparing the bid and entering into Contract(s). The bidder shall assess and satisfy himself as to the adequacy of the local conditions & adequacy of site data and verify the inputs provided by the Owner. However, Owner is responsible for the Hydrological data provided. The Dulahasti Project - Daily suspended sediment data for Oct 2011 at Intake and near Radial gate no. 4 and Test Certificate of water (reservoir) by Sriram Institute for Industrial Research attached and Annexure - 1. Further please be noted that as when any other information is received, the same shall be shared and forwarded to the bidders.
87	Volume 2, ITB Clause 14.2	Bid Validity	In case of bid being extended beyond the original bid validity period, bidder should be permitted to modify their bids. We request you to change above clause accordingly	Original provision shall remain unaltered.
88	Volume 2, ITB Clause 26.3	Critical Provisions	We request to take out following commercial conditions from Critical Provisions to carry out following changes:	Original provision shall remain unaltered.
89	Clause 26.3 (c)	Terms of Payment	We request following "SUPPLY PAYMENT TERMS":	
			1. 10% interest free recoverable advance	
			2. 5% after receipt of Turbine Model Test report and receipt of complete draft Tube data and Civil design details	
			3. 5% on receipt of submission of loading details, civil guide drawings, proof of procurement of major raw materials of T&G plant and on expiry of 12 months from the date of release of first advance payment	
			4. 5% submission of balance civil designs and completion of major design works of T&G and on expiry of 15 months from the date of release of first advance payment	
			5. 5% completion of design & engineering and approval of 80% of total drawings and on expiry of 18 months from the date of release of first advance payment	
			6. Balance 80% on prorata dispatch of the parts and equipments on ex-works basis through irrevocable sight letter of credit. Format of Letter of credit will be mutually agreed upon.	
90	Clause 26.3 (d)	Performance Security (Point No. 9)	Replace word "without" with "with" in paragraph line no. 3 We request you to change above clause accordingly	Original provision shall remain unaltered.
91	Clause 26.3 (f)	Taxes and Duties	We request to confirm the project entitles for "Mega Power Project" benefits.	The project shall be a "Mega Power Project" and the liability of the Purchaser is restricted to only provision of requisite certificates to the contractor.
			If project doesn't entitle for Mega Power Project then we request to keep all taxes and duties, levies and charges as applicable at the time of dispatch of material / use of services to Owner's account	Not Applicable
92	Clause 26.3 (h), GCC, PCC Clause 11.3	Defect Liability	During the Defects Notification Period the Contractor should have the sole discretion to either repair or replace the defected portion of the Works. The Defects Notification Period should not in any event exceed a period of two years from the first repair or replacement of such Work during the Defects Notification Period. We request you to change above clause accordingly	The bidder's request has been considered and the Owner agrees that Contractor should have the discretion to either repair or replace the defected portion of the Works but with the approval of the Owner . For balance clause, original provision shall remain unaltered.
			Request to reinstate the original clause of GCC paragraph 3 commencing from "The Employer/Owner shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was: a) an unavoidable result of the Contractors compliance of Owners Requirements, or	

93	Clause 26.3 (j),GCC, PCC Clause 17.5	Patent Indemnity,Intellectual and Industrial Property Rights	<p>b) a result of any Works being used by the Owner:</p> <p>(i) for a purpose other than that indicated by or reasonably to be inferred from, the Contract, or</p> <p>(ii) In conjunction with any thing not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is sated in the Contract.”</p> <p>Request to delete “the Owner’s other contractors” from second line and “may” before the word “suffer” in the fourth line of the paragraph 3 of the new sub clause in the PCC</p> <p>Request to delete last paragraph of the new sub clause of PCC.</p> <p>We request you to change above clause accordingly</p>	Original provision shall remain unaltered.
94	Volume 2 (iii) – Bid Forms	FORM OF BID SECURITY	<p>Request to delete point No. 2 (i) from referred form of bid security.</p> <p>We request you to change FORM OF BID SECURITY accordingly</p>	Original provision shall remain unaltered.
95	Volume 2 (iii) – Bid Forms	PARENT COMPANY UNDERTAKING	<p>Since our Parent company belongs to France, we request you to change Point no. 6 of FORM OF PARENT COMPANY UNDERTAKING as per following paragraph:</p> <p>“This Undertaking shall be governed by and construed according to the laws for the time being in force in France and the Parent Company agrees to submit to the exclusive jurisdiction of the courts at Paris, France”.</p>	Original provision shall remain unaltered. Please also refer our reply against point no. 3 above.
96	Volume 2 (iii) – Bid Forms	CONTRACT AGREEMENT	<p>We request you to provide Appendix 14 (WB environmental Guidelines) and 16 (Applicable provisions of PPA) as the same is not available in RFQ</p>	These Appendices will be part of the Contract Agreement and shall be furnished by the bidders along with the bid. As discussed during the meeting WB environmental Guidelines is a document available with all the bidders. Applicable provisions of PPA are already captured in the bid document, however additional 400kV CTU bus at Kishanpur substation (of PGCIL) is required to be provided by the bidder.
97	Volume 4 PCC, Clause 1.7	ASSIGNMENT	<p>Assignment by Owner should be restricted to its bankers only and not to any third party or to an affiliate.</p> <p>We request you to change above clause accordingly</p>	Original provision shall remain unaltered. However the Owner shall inform the Contractor in case such an event takes place with the cause.
98	Volume 4 PCC, Clause 1.8	CARE AND SUPPLY OF DOCUMENTS	<p>Owner should approve contractor’s documents within 28 days as against 56 days mentioned in paragraph 5.</p>	The Owner / Engineer shall convey their approval or comments on contractor’s drawing / documents within 3 to 4 weeks from the date of the receipt of the drawings / documents at their end.
			<p>For any delay in approval of documentation beyond 28 days for reasons not attributable to Contractor, Contractor should be eligible for adequate time extension.We request you to change above clause accordingly</p>	Original provision shall remain unaltered.
99	Volume 4 PCC, Clause 1.9	ERRORS IN THE OWNER’S REQUIREMENTS	<p>Contractor should not be responsible for the errors in Owner’s requirement.</p> <p>For any such errors in the Owner’s requirement found during contract execution and due to which Contractor suffers delay and or cost, Contractor should be entitled for such extension of time and additional cost.</p>	Original provision shall remain unaltered. Please refer our reply against sl. no. 28 above.

			We request you to change above clause accordingly	
100	Volume 4 GCC, Clause 1.10	EMPLOYER'S USE OF CONTRACTOR'S DOCUMENTS	Contractor shall provide to the Owner "a license to use the Contractors Documents". Hence, kindly delete the phrase "non terminable transferable non exclusive royalty free license to copy, use and communicate" from the second paragraph of this clause	Original provision shall remain unaltered.
			We request you to change above clause accordingly	
101	Volume 4 PCC, Clause 1.15	CONTRACT DETAILS TO BE CONFIDENTIAL	Request to add following paragraph at the end of referred clause: Owner will not disclose any information/document/data of the Contractor, furnished either directly or indirectly to any third party without the prior written consent of the Contractor	Original provision shall remain unaltered.
			We request you to change above clause accordingly	
102	Volume 4 PCC, Clause 2.1	RIGHT OF ACCESS TO THE SITE	Contractor should not be held liable for any delays due to non availability of or timely access to Site. In case of such delay, the Contractor should be eligible for extension of time for completion and additional cost.	Original provision shall remain unaltered.
			We request you to change above clause accordingly	
103	Volume 4 PCC, Clause 2.2	PERMITS, LICENCES OR APPROVALS	Request to add following at the end of the new paragraph, "Provided however that the Owner shall be solely responsible and liable for procuring all necessary requisite permits, licenses and approvals to be procured in the name of the Owner in accordance with the Laws of the Country. Contractor should not be responsible or liable for any Owners failure to procure and maintain such licenses, permits and /or approvals. Any delay caused due to such failure by the Owner, Contractor should be entitled for extension of time for completion and additional cost"	Original provision shall remain unaltered.
			We request you to change above clause accordingly	
104	Volume 4 PCC, Clause 4.6	CO-OPERATION	Contractor should be entitled for Unforeseen Cost and Extension of Time due to non co-operation by Owner's other Contractors.	Original provision shall remain unaltered.
			We request you to change above clause accordingly	
105	Volume 4 PCC, Clause 4.7	SETTING OUT	Please reinstate the deleted text since the Owner should be responsible for the accuracy of the original points, levels and lines of reference and in case of any errors, Contractor should be entitled for Extension of Time and additional cost	Original provision shall remain unaltered.
			We request you to change above clause accordingly	
106	Volume 4 PCC, Clause 4.10	SITE DATA	Contractor should not be held responsible or liable for sub soil or underground risks since Owner should be responsible for the same.	Original provision shall remain unaltered.
			We request you to change above clause accordingly	
107	Volume 4 PCC, Clause 4.25	ILLEGAL PAYMENTS	Request to delete in the fourth and fifth line of the said sub clause, the phrase "any other contract with the Owner" and "forbearing to show" as the Contractor is not responsible for any other Owner's Contract.	Original provision shall remain unaltered.
			We request you to change above clause accordingly	
108	Volume 4 PCC, Clause 7.1	MANNER OF EXECUTION	Request to replace the additions as mentioned at the end of sub clause (c) with "in accordance with the terms of the Contract"	Original provision shall remain unaltered.
			We request you to change above clause accordingly	
109	Volume 4 GCC, Clause 7.5	REJECTION	Items / Equipment which are found defective or not performing in accordance with Contract may be rejected by Owner and not the entire Plant.	Original provision shall remain unaltered.

			We request you to change above clause accordingly	
110	Volume 4 PCC, Clause 8.1	COMMENCEMENT, DELAYS AND SUSPENSION	<p>Commencement of Work should be from the last of the following activities</p> <p>a) Signing of the contract</p> <p>b) Issuance of Letter of Acceptance</p> <p>c) After receiving evidence of financial closure of the Project</p> <p>d) Submission of the Performance security, Parent Company Guarantee (if required) and Advance Payment Guarantee by the Contractor</p> <p>e)Receiving of Advance payment by the Contractor</p> <p>The conditions precedents as referred hereinbefore should be fulfilled for the Contractor to commence the work and hence the paragraph after point (d) in PCC the clause should be amended accordingly. Contractor should be entitled for time and cost for any delay in Commencement of Work due to Owner's failure to fulfill its obligation. Accordingly we request to delete last two paragraphs.</p>	Owner agrees for receipt of the advance by the bidder as one of the conditions precedent prior to the Commencement Date. However balance provision of the clause shall remain unaltered.
			We request you to change above clause accordingly	
111	Volume 4 PCC, Clause 8.4	EXTENSION OF TIME FOR COMPLETION	<p>The Contractor should be eligible for "Extension of Time for Completion" as per various conditions mentioned in GCC clause 8.4. Accordingly we request to reinstate referred clause as per GCC.</p> <p>Also the references appearing in PCC under various clauses for "Extension of Time for Completion" should be changed accordingly.</p>	Original provision shall remain unaltered.
			We request you to change above clause accordingly	
112	Volume 4 GCC, Clause 8.5	DELAY CAUSED BY AUTHORITIES	<p>This Clause as per GCC to be reinstated as Contractor should not be held liable for any delay caused due to reasons not attributable to the Contractor including Unforeseeable conditions.</p>	Original provision shall remain unaltered.However,there is no sub para(d) in FIDIC document. It is an inadvertant error.
			We request you to change above clause accordingly	
113	Volume 4 PCC, Clause 8.7	DELAY DAMAGES	<p>Payment of LDs should be sole and exclusive remedy. Overall Cap on LD should be specified which shall include both LD for delay and performance as the same is not available in the bid documents.</p>	Overall Cap on LD shall be 35% of the Contract Price which shall include both LDs, i.e. LD for delay and LD for Guaranteed Performance Figures.
			We request you to change above clause accordingly	
114	Volume 4 PCC, Clause 8.8,	CONSEQUENCES OF SUSPENSION	<p>The causes for suspension to be deemed to be Contractors responsibility as reflected in a, b, c to be deleted and original clause of GCC Clause 8.9 may be reinstated. Payment under Suspension should not be subject to Contractors Claim (Clause 20.1)</p>	Original provision of the clause shall remain unaltered.
	Volume 4 GCC, Clause 8.9,			
	Volume 4 PCC, Clause 8.10,		<p>In the event of Prolonged Suspension beyond 90 days, the Contractor should have the option to either treat such suspension as omission under clause 13 (variations and Adjustments) of the affected part of the Works and if suspension affects whole of the Works then issue notice of termination of the Contract under clause 16.2 "Termination by the Contractor".</p>	The request of bidder is not acceptable. Consequences of Suspension shall hold good under such circumstances. Original provision of the clause shall remain unaltered.
	Volume 4 PCC, Clause 8.11,			
			We request you to change above clause accordingly	
			Overall LD for Delay and Performance should be capped. Kindly indicate.	Please refer our reply at Sl. No. 10 above.

115	Volume 4 PCC, Clause 9.4	FAILURE TO PASS TESTS ON COMPLETION	Further, Contractor should not be liable for all generation loss during modification of Turbine for improvement in efficiency	The request of the bidder has been considered. The last line of 5th paragraph under sub-heading "Efficiency" i.e. " and all generation loss during the modification work in such case shall be borne by the Contractor" is hereby deleted. However the choice for opting retesting for both "Power Output" and "Efficiency" for Turbines and Generators and retesting for Main Transformers by making changes , modifications and/or additions to the Facilities or any part thereof for attaining Guaranteed Performance Figures by the Contractor or paying Liquidated Damage to the Owner in respect of the failure to meet the Performance Guaranteed figures by the Contractor shall remain with the Owner.
			We request you to change above clause accordingly	
116	Volume 4 PCC, Clause 10.2	TAKING OVER OF PARTS OF THE WORKS	Request to change the new fifth paragraph in such manner that "Works" which have been completed and tested in accordance with the terms of the Contract, the Taking Over Certificate should be issued by the Owner.	The clause is clear with provision of taking over of the partial "Works", once the same is completely tested, precommissioned and commissioned and subject to a successful trial run. Original provision of the clause shall remain unaltered.
			We request you to change above clause accordingly	
117	Volume 4 PCC, Clause 10.3	INTERFERENCE WITH TESTS ON COMPLETION	For any delay in conducting "Tests" due to reasons not attributable to the Contractor, Contractor should be entitled for additional cost.	Original provision shall remain unaltered.
			We request you to change above clause accordingly	
118	Volume 4 PCC, Clause 11.3	EXTENSION OF DEFECTS NOTIFICATION PERIOD	During the Defects Notification Period the Contractor should have the sole discretion to either repair or replace the defected portion of the Works. The Defects Notification Period should not in any event exceed a period of two years from the first repair or replacement of such Work during the Defects Notification Period.	The bidder's request has been considered and the Owner agrees that Contractor should have the discretion to either repair or replace the defected portion of the Works but with the approval of the Owner. For balance clause, original provision shall remain unaltered.
			We request you to change above clause accordingly	
119	Volume 4 PCC, Clause 11.4	FAILURE TO REMEDY DEFECTS	Provision of this clause should be subject to Limitation Of Liability. The obligations of the Contractor under this Clause 11 are in place of and exclude all other warranties and conditions with respect to any defects or damages with respect to the Works whether oral, written, statutory, express or implied (whether as to the quality or fitness). The Contractor's liabilities and the Owner's remedies in respect of defects in the Works and any damage to the Works resulting there from whether arising from breach of contract or warranty, negligence or otherwise are solely and exclusively as stated in this Clause,	Original provision shall remain unaltered.
			We request you to change above clause accordingly	
120	Volume 4 PCC, Clause 13.3 & 13.7	Variation Procedure	Time within which the Owner shall respond should be specified in respect to a Variation. Variation as a result of Change in Law after the Base Date should entitle the Contractor for extension of time and additional costs.	The bidder's request is not appropriate with the clause. The original provision shall remain unaltered.
	Volume 4 PCC, Clause 13.9	Adjustments to Changes in Cost	"Any modification or alteration to the design, quality or quantity of the Works should be construed as Variation if it affects the obligation of the Contractor under the Contract such that the Contractor should incur additional cost and time for implementing such modifications, then the Contractor should be entitled to both extension of time and additional costs"	
			We request you to change above clause accordingly	
121	Volume 4 PCC, Clause 14.9	PAYMENT OF RETENTION MONEY	We request for no retention of money from interim payments.	Original provision shall remain unaltered.
122	Volume 4 PCC, Clause 14.14	CESSATION OF OWNER'S LIABILITY	We request you to reinstate last paragraph of this clause as per GCC.	Original provision shall remain unaltered.
123	Volume 4 PCC, Clause	SET - OFF	This clause should be subject to the provisions of the Contract and not "Notwithstanding anything contained in the Contract".	Original provision shall remain unaltered. However we agree that in case of such an event, the

120	14.16		Also Setting off should be after prior intimation to the Contractor. We request you to change above clause accordingly	bidder shall be informed by the Owner.
124	Volume 4 PCC, Clause 15.2	Termination by Owner	We request you to delete sub clauses (h) and (i). After Termination, the Owner may complete the Works at his own costs and risks and Contractor should not be liable for same. Accordingly, we request to delete the two paragraphs introduced in the PCC as substitutes for the original GCC paragraphs and reflected prior to the addition of the last new paragraph at the end of the clause.	Original provision shall remain unaltered.
125	Volume 4 PCC, Clause 16.1	Contractors entitlement to suspend the Works	We request you to reinstate the clause as specified in GCC.	Please refer our reply against SI. No. 71 above
126	Volume 4 PCC, Clause 16.2	Termination by the Contractor	We request you to reinstate the clause as specified in GCC.	Please refer our reply against SI. No. 72 above
127	Volume 4 PCC, Clause 16.4	Payment on Termination	We request you to reinstate the clause as specified in GCC.	Please refer our reply against SI. No. 75 above
128	Volume 4 PCC, Clause 17.1	Indemnities	The Owner should also indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Owner, the Owner's Personnel, or any of their respective agents and (2) the matters for which liability may be excluded from insurance cover, as described in sub paragraph d (i), (ii) and (iii) of sub clause 18.3 (Insurance against Injury to Persons and Damage to property) We request you to change above clause accordingly	Original provision shall remain unaltered.
129	Volume 4 PCC, Clause 17.3	OWNER's Risks	We request you to include words "Terrorism" and "Military" in Owners Risk and in Force Majeure Clauses	Original provision shall remain unaltered.
130	Volume 4 PCC, Clause 17.6	Limitation of Liability	Exclusions to Limitation of Liability should be limited to gross negligence and willful misconduct only. Accordingly we request to delete addition as reflected in the PCC. We request you to change above clause accordingly	Original provision shall remain unaltered.
131	Volume 4 PCC, Clause 19.4	Consequences of Force Majeure	Extension of time for completion and additional costs in the event of Force Majeure should not be applicable only if Force Majeure continues for a continuous period of minimum 90 days. Accordingly we request to delete the additional paragraph as reflected in the PCC at the end of Consequences of Force Majeure. We request you to change above clause accordingly	Original provision shall remain unaltered.
132	Volume 4 PCC, Clause 19.6	Optional Termination, Payments and Release	We request you to reinstate GCC sub clause "c".	Original provision shall remain unaltered.
133	General	Source of fund	Please inform us about the status of financial closure for this project. Please also give us details of financing arrangement. Please also provide us Balance Sheets and Annual Reports for the last 3 years of Promoters/Employer.	The Debt equity ratio for the project is under finalisation & the Debt portion to be tied up with financial institutions. We have approached the institutions and initial discussions are in progress. Available at GVK website and bidder may reach www.gvk.com to get the same.

134	ITB 12.4, Volume-2	Firm Price	Due to the high volatility of prices for raw material, we request you to allow price adjustment as per established formulae and indices. This is usual practice followed by other Utilities and IPP.	Original requirement of firm price shall remain unaltered.
135	Vol-II (ii), Appendix to Bid, Clause no. 14.15	Currencies for Payment	Other than Indian Rupees, we request you to allow for three foreign currencies instead one.	For Indian component the currency should be INR and for Foreign components bidders may use maximum two currencies. i.e. USD and Euro.
136	Clause no. 14.17 PCC, Volume-4	Parent company guarantee	You will appreciate that, this requirement is not in line with usual practice followed by govt. and private utilities for hydro power projects tender for E&M works. In view of this, we request you to delete the requirement of submission of Parent company Guarantee.	The draft format for "letter of comfort" shall be submitted by the bidders for Owner's review. Till such time the original provision shall remain unaltered.
137	General	Bid Submission Due date	In order to provide us with adequate time for preparation of comprehensive and competitive offer after the pre-bid meeting/receipt of final amendments/clarifications, we request you to kindly extend the deadline for bid submission by 2 months from the date of providing the clarifications.	The Owner has considered the request of the bidder and the bid submission date is hereby extended from 09.03.2012 to 23.03.2012.
NOTE:	<p>Additional Requirements:</p> <ol style="list-style-type: none"> 1. "e Erection" and "e O&M" manual in "e version" with animated display with hard copies shall be furnished by the bidder. 2. The bidders shall also furnish proposal for "Long Term Service Agreement" alongwith the main proposal for E&M package. 3. The bidders shall submit the proposals with : <ol style="list-style-type: none"> a.GVK specifications b.Bidders' own specification and with suggested changes c. Financial bids for both a & b above. 			