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agreed between the parties.			last 10% Retention shall be released. For all such extension or delay, Contractor shall be compensated for the additional cost as mutually	1
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Client Reply

erms for Supply

- 0% (ten percent) of the Order Value without freight and GST shall be paid as dvance Payment) within 30 days after site mobilization and upon receipt of ocuments:
- on of Advance Bank Guarantee ("ABG-1") having 10% (Ten Percent) of the Order ut freight and GST valid till Operational Acceptance plus 3 months additional I. ABG shall be submitted within 14 days from the Effective Date of the Contract. on of Contract Performance Bank Guarantee ("CPBG") having 10% (Ten Percent) Value, valid till Operational Acceptance plus 3 months additional claim period. be submitted within 14 days from the Effective Date of the Contract on of Pro-forma Invoice
- ce of the Contract
- ent of Contractor's Representative, its key personnel along with Project and on Organogram. L2 schedule by RESONIA authorized representative
- 0% (Eighty percent) of Order Value of plus 100% applicable GST and 100% ansit Insurance charges shall be paid on pro-rata basis as per the mutually agreed dule through irrevocable Letter of Credit (LC) of 180 days usance period (With 30 to Contractor's A/c and 150 days in RESONIA's A/c) upon receipted Lorry of Materials/ Equipment/ Scope of Work (pro-rated) and submission of other documents:
- porting documents as per Appendix 7.
- 10% (Ten percent) of Order Value without freight and GST, shall be paid upon cceptance and upon receipt of following documents:
- on of Performance Bank Guarantee ("PBG") having 10% (Ten Percent) of the Order till Defect Liability Period plus 3 months additional claim period. PBG shall be efore expiry of CPBG
- Service: i.Stage-1: 10% (Ten percent) of the Order Value shall be paid as dvance Payment) within 30 days upon receipt of following documents: on of Advance Bank Guarantee ("ABG-1") having 10% (Ten Percent) of the Order till Operational Acceptance plus 3 months additional claim period. ABG shall be vithin 14 days from the Effective Date of the Contract.
- on of Contract Performance Bank Guarantee ("CPBG") having 10% (Ten Percent) Value, valid till Operational Acceptance plus 3 months additional claim period. be submitted within 14 days from the Effective Date of the Contract on of Pro-forma Invoice
- ce of the Contract
- ent of Contractor's Representative, its key personnel along with Project and n Organogram.
- L2 schedule by [*] authorized representative
- 0% (Eighty percent) of Order Value shall be paid on pro-rata basis as per the reed billing schedule through irrevocable Letter of Credit (LC) of 180 days usance 30 days usance to Contractor's A/c and 150 days in [*]'s A/c) upon receipted pt (LR) of Materials/ Equipment/ Scope of Work (pro-rated) and submission of rtive documents:
- porting documents as per Appendix 7.
- 10% (Ten percent) of Order Value, shall be paid upon operation acceptance and t of following documents:
- on of Performance Bank Guarantee ("PBG") having 10% (Ten Percent) of the Order till Defect Liability Period plus 3 months additional claim period. PBG shall be efore expiry of CPBG.

S. No.	SECTION	Particulars	Pre-bid queries/ Clarifications	
2	SCC	4. Taxes and Duties The Contract Price is exclusive of GST. The GST will be reimbursable by the Employer on the Supplies/ Works made by the Contractor but limited to the tax liability on the transaction between the Employers and the Contractor. Price quoted in the Price schedule shall be excluding GST. Bidder , however shall indicate the rate of GST in the separate column of the Corresponding Schedule. It is presumed that the Input Tax Credit (ITC) available, if any, under GST as per the relevant Government laws wherever applicable has been taken into account by the Contractor The Contractor shall be liable and pay all taxes, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all duties, levies and taxes assessed against the Contractor for his personal income & property only.	Kindly replace with the following: Taxes and Duties: a. The Order Value is exclusive of GST and all applicable taxes, duties and BOCW cess. Presently GST is considered @ 18%. However, GST shall be paid to the Contractor at actual against the submission of the GST invoice and applicable necessary supporting documents as per Appendix 7. TCS on supply value shall be paid extra on documentary evidence. BOCW will be reimbursed by Sterlite at actuals. BOCW Cess @1% shall be deducted only on the service portion and not on the supply portion. Any effect in prices due to statutory changes in rates of taxes, customs duty or fresh imposition of taxes shall be discussed mutually.	Taxes shall b
3	SCC	 5. Contract Performance Guarantee & Warranty Bond The successful Contractor shall have to submit the contract Performance guarantee in the form of a Bank Guarantee for an amount of 10% of the total Contract Price to cover the entire Contract Period plus 3 (Three) month. The Bank Guarantee shall be issued by Nationalised bank / Scheduled Private Bank (covering the entire Contract Period) . The above Bank Guarantee, to be submitted by Contractor for the above mentioned period, is for the faithful performance of the contract. The Performance Guarantee shall cover additionally the following guarantees to the Owner: a) The successful Contractor guarantees the successful and satisfactory operation of the environment for the device and the contract operation of the environment for the device and the contract operation of the environment for the device and the contract operation of the environment for the device and the contract operation of the environment for the device operation of the environment operation of the environment for the device operation of the environment operation of the environment operation of the environment operation operation	Kindly replace 7 (seven) days with 15 (fifteen) days	ok
4	SCC	10. Liquidated Damages for Delay For the purpose of Liquidated Damages, contractual obligation shall be completion of all supply and erection activities as per time schedule & value of these contracts shall be "Contract Value" for the working of Liquidated Damages.	Kindly delete the phrase 'as per time schedule' and replace with 'overall schedule of completion'	Noted
5	Force Majeure	COVID 19	Please add these as well: Covid-19, Epidemic, Pandemic in Force Majeure caluse	Epidemic & Pa
6	Additional Clause	Right of way	Contractor shall not be responsible for any of approach road clearances, right of way, local distrubance, Court stay and other statutory approvals required to be taken in the name of Sterlite .The same shall be in the scope of Sterlite. Please confirm.	Refer Draft Co
7	Additional Clause	GCC Terms	All legal terms & conditions mentioned in the GCC are to be aligned in line with the Sterlite Vapi order (MUML Package B)	There shall be
8	warranty and Defect Liability	GCC Terms Article 14 14.2.1 The Defects Liability Period for Supplies shall be 24(twenty four) months from the date of acceptance by Sterlite of such Supplies or milestone described in Contract or any part of Supplies as may be prescribed by Sterlite ("Defects Liability Period").	Kinldy replace with the following: The Defects Liability Period for Supplies shall be 24(twenty four) months from the date of taking over certificate by Sterlite or 30 (thirty) months from the date of last major supply, whichever is later	DLP shall be 2
9			Request you to please waived off Rs. 10,000/- Tender Purchase Fees for mentioned package	Token amour
10			Request you to please waived off Rs. 50,000/- EMD amount for mentioned package.	EMD value is
11			Request you to please inform the complete project schedule	Schedule is t
12			We presume all commercial Terms and conditions shall remain same as per recent order project. Please confirm the same.	All commerc contract
13	EMD		Considering the small value proposal we request to Waive off the EMD requirement.	EMD value is
				Internet and the
	Completion Time		We request to consider the completion schedule of 24 Months .	No change c

Client Reply

Il be pay extra on basic value .Any effect in prices due to statutory changes in rates sustoms duty or fresh imposition of taxes shall be discussed mutually.

& Pandemic is already included in Force Majure Refer Draft Contact & STC it Contract & STC

I be no change in GCC. Refer Draft Contract & STC

be 24 months from Date of operation acceptence

nount has been kept to have serious bidders only te is waived off

is to be followed as per bid document

ercial terms and conditions shall be as per bid document or refer draft

e is waived off

ge considering the critical schedule for this project is from the date of acceptance as per tender document