

Commercial Pre-bid queries

S. No.	SECTION	Particulars	Pre-bid queries/ Clarifications	Client Reply
1	SCC	<p>12. Terms of Payment</p> <p>i. Stage-1: 5% (Five percent) of the Order Value without freight and GST shall be paid as Advance (Advance Payment-1) within 30 days upon receipt of following documents: a. Submission of Advance Bank Guarantee ("ABG-1") having 5% (Five Percent) of the Order Value without freight and GST valid till Operational Acceptance plus 3 months additional claim period. ABG shall be submitted within 14 days from the Effective Date of the LOA. b. Submission of Contract Performance Bank Guarantee ("CPBG") having 10% (Ten Percent) of the Order Value, valid till Operational Acceptance plus 3 months additional claim period. CPBG shall be submitted within 14 days from the Effective Date of the</p> <p>ii. Stage-2: 5% (Five percent) of the Order Value without freight and GST shall be paid as Advance (Advance Payment-2) within 30 days after site mobilization and upon receipt of following documents: a. Submission of Advance Bank Guarantee ("ABG-2") having 5% (Five Percent) of the Order Value without freight and GST, valid till Operation Acceptance plus 3 months additional claim period. ABG shall be submitted within 7 days from the Effective Date of the LOA. iii. Stage-3: 80% (Eighty percent) of Order Value of plus 100% applicable GST and 100% Freight & Transit Insurance charges shall be paid on pro-rata basis as per the mutually agreed billing schedule iv. Stage-4: 10% (Ten percent) of Order Value without freight and GST, shall be paid upon operation acceptance and upon receipt of following documents: a. Submission of Performance Bank Guarantee ("PBG") having 10% (Ten Percent) of the Order Value, valid till Defect Liability Period plus 3 months additional claim period. PBG shall be submitted before expiry of CPBG.</p>	<p>Kindly insert the following in tender documents as a separate clause:</p> <p>Payment Terms for Supply Contract: i. Stage-1: 10% (Ten percent) of the Order Value without freight and GST shall be paid as Advance within 30 days after site mobilization and upon receipt of following documents a. Submission of Advance Bank Guarantee ("ABG-1") having 10% (Ten Percent) of the Order Value without freight and GST valid till Operational Acceptance plus 3 months additional claim period. ABG shall be submitted within 14 days from the Effective Date of the Contract. b. Submission of Contract Performance Bank Guarantee ("CPBG") having 10% (Ten Percent) of the Order Value, valid till Operational Acceptance plus 3 months additional claim period. CPBG shall be submitted within 14 days from the Effective Date of the Contract.</p> <p>ii. Stage-2: 80% (Eighty percent) of Order Value of plus 100% applicable GST and 100% Freight & Transit Insurance charges shall be paid on pro-rata basis as per the mutually agreed billing schedule through irrevocable Letter of Credit (LC) at Sight. LC format shall be mutually agreed between the parties. All Bank charges (In respect of LC Charges) pertaining to beneficiary's bank (Contractor's Bank) shall be on account of Contractor and all other bank charges pertaining to applicant's bank (Sterlite's Bank) shall be on A/c of Sterlite. For Running bills, LC shall be established progressively three months prior to equipment delivery as per mutually agreed L2 schedule, for the balance portion quarterly LC to be established as per mutually agreed L2 schedule. The aforementioned LC shall be issued from the following banks. a) By a Public Sector Bank located in India; or b) Scheduled Indian Bank or any other bank mutually acceptable to Parties</p> <p>iii. Stage-3: 10% (Ten percent) of Order Value without freight and GST, shall be paid upon operational acceptance and upon receipt of following documents: a. Submission of Performance Bank Guarantee ("PBG") having 10% (Ten Percent) of the Order Value, valid till Defect Liability Period plus 3 months additional claim period. PBG shall be submitted before expiry of CPBG. In case of delay in operational acceptance beyond 90 days from the schedule date for the reasons attributable to Sterlite then it shall be considered as deemed Commissioning and accordingly last 10% Retention shall be released. For all such extension or delay, Contractor shall be compensated for the additional cost as mutually agreed between the parties.</p> <p>Payment Procedure: Payment Schedule/Billing Break-up for Payments: a. To facilitate the payments after Advance Payments, the billing break-up of the Order Value attached as Appendix-1 ("Billing Break-Up") shall be used. Any payment under the Contract, subsequent to the Advance Payments, shall be made upon receipted LR by the Sterlite's Representative at site. b. All commercial invoices shall be accompanied with the supporting documents as mentioned above. c. Currency of Payment: The Order Value shall be paid in Indian Rupees (INR). d. All the Advances shall be adjusted with Running Account (RA) bill payments on pro-rata basis. e. Upon request of Contractor, ABGs shall be reduced pro-rata basis for the Quarterly (3 Months) period to the tune of supplied/Executed portion.</p> <p>viii. For Running bills, LC shall be established progressively two months prior to equipment delivery (GIS and CRP) as per mutually agreed L2 schedule, for the balance portion quarterly LC to be established as per mutually agreed L2 schedule. The aforementioned LC shall be issued from the following banks. a) By a Public Sector Bank located in India; or b) Scheduled Indian Bank or any other bank mutually acceptable to Parties</p> <p>Payment terms for Service Contract: i. Stage-1: 10% (Ten percent) of the Order Value shall be paid as Advance (Advance Payment-2) within 30 days after site mobilization and upon receipt of following documents: a. Submission of Advance Bank Guarantee ("ABG-2") having 10% (Ten Percent) of the Order Value, valid till Operation Acceptance plus 3 months additional claim period. ABG shall be submitted within 14 days from the Effective Date of the Contract. b. Submission of Contract Performance Bank Guarantee ("CPBG") having 10% (Ten Percent) of the Order Value, valid till Operational Acceptance plus 3 months additional claim period. CPBG shall be submitted within 14 days from the Effective Date of the Contract.</p> <p>ii. Stage-2: 80% (Eighty percent) of Order Value shall be paid on pro-rata basis as per the mutually agreed billing schedule through irrevocable Letter of Credit (LC) at sight upon certification of work (pro-rated)</p> <p>iii. Stage-3: 10% (Ten percent) of Order Value, shall be paid upon operation acceptance and upon receipt of following documents: a. Submission of Performance Bank Guarantee ("PBG") having 10% (Ten Percent) of the Order Value, valid till Defect Liability Period plus 3 months additional claim period. PBG shall be submitted before expiry of CPBG. In case of delay in operational acceptance beyond 90 days from the schedule date for the reasons attributable to Sterlite then it shall be considered as deemed Commissioning and accordingly last 10% Retention shall be released. For all such extension or delay, Contractor shall be compensated for the additional cost as mutually agreed between the parties.</p>	<p>Payments terms for Supply i. Stage-1: 10% (ten percent) of the Order Value without freight and GST shall be paid as Advance (Advance Payment) within 30 days after site mobilization and upon receipt of following documents: a. Submission of Advance Bank Guarantee ("ABG-1") having 10% (Ten Percent) of the Order Value without freight and GST valid till Operational Acceptance plus 3 months additional claim period. ABG shall be submitted within 14 days from the Effective Date of the Contract. b. Submission of Contract Performance Bank Guarantee ("CPBG") having 10% (Ten Percent) of the Order Value, valid till Operational Acceptance plus 3 months additional claim period. CPBG shall be submitted within 14 days from the Effective Date of the Contract c. Submission of Pro-forma Invoice d. Acceptance of the Contract e. Appointment of Contractor's Representative, its key personnel along with Project and Organization Organogram. f. Approved L2 schedule by RESONIA authorized representative</p> <p>ii. Stage-3: 80% (Eighty percent) of Order Value of plus 100% applicable GST and 100% Freight & Transit Insurance charges shall be paid on pro-rata basis as per the mutually agreed billing schedule through irrevocable Letter of Credit (LC) of 180 days usance period (With 30 days usance to Contractor's A/c and 150 days in RESONIA's A/c) upon receipted Lorry Receipt (LR) of Materials/ Equipment/ Scope of Work (pro-rated) and submission of other supportive documents: a. Other supporting documents as per Appendix 7.</p> <p>iii. Stage-4: 10% (Ten percent) of Order Value without freight and GST, shall be paid upon operation acceptance and upon receipt of following documents: a. Submission of Performance Bank Guarantee ("PBG") having 10% (Ten Percent) of the Order Value, valid till Defect Liability Period plus 3 months additional claim period. PBG shall be submitted before expiry of CPBG Payment of Service: i. Stage-1: 10% (Ten percent) of the Order Value shall be paid as Advance (Advance Payment) within 30 days upon receipt of following documents: a. Submission of Advance Bank Guarantee ("ABG-1") having 10% (Ten Percent) of the Order Value valid till Operational Acceptance plus 3 months additional claim period. ABG shall be submitted within 14 days from the Effective Date of the Contract. b. Submission of Contract Performance Bank Guarantee ("CPBG") having 10% (Ten Percent) of the Order Value, valid till Operational Acceptance plus 3 months additional claim period. CPBG shall be submitted within 14 days from the Effective Date of the Contract c. Submission of Pro-forma Invoice d. Acceptance of the Contract e. Appointment of Contractor's Representative, its key personnel along with Project and Organization Organogram. f. Approved L2 schedule by [*] authorized representative</p> <p>ii. Stage-3: 80% (Eighty percent) of Order Value shall be paid on pro-rata basis as per the mutually agreed billing schedule through irrevocable Letter of Credit (LC) of 180 days usance period (With 30 days usance to Contractor's A/c and 150 days in [*]'s A/c) upon receipted Lorry Receipt (LR) of Materials/ Equipment/ Scope of Work (pro-rated) and submission of other supportive documents: a. Other supporting documents as per Appendix 7.</p> <p>iii. Stage-4: 10% (Ten percent) of Order Value, shall be paid upon operation acceptance and upon receipt of following documents: a. Submission of Performance Bank Guarantee ("PBG") having 10% (Ten Percent) of the Order Value, valid till Defect Liability Period plus 3 months additional claim period. PBG shall be submitted before expiry of CPBG.</p>

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2	SCC	<p>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</p> <p>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.</p>	<p>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.</p> <p>Any effect in prices due to statutory changes in rates of taxes, customs duty or fresh imposition of taxes shall be discussed mutually.</p>	Taxes shall be pay extra on basic value .Any effect in prices due to statutory changes in rates of taxes, customs duty or fresh imposition of taxes shall be discussed mutually.
3	SCC	<p>5. Contract Performance Guarantee & Warranty Bond</p> <p>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) .</p> <p>The above Bank Guarantee, to be submitted by Contractor for the above mentioned period, is for the faithful performance of the contract.</p> <p>The Performance Guarantee shall cover additionally the following guarantees to the Owner: a) The successful Contractor guarantees the successful and satisfactory operation of the</p>	Kindly replace 7 (seven) days with 15 (fifteen) days	ok
4	SCC	<p>10. Liquidated Damages for Delay</p> <p>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.</p>	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 & Pandemic is already included in Force Majure Refer Draft Contact & STC
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 Contract & STC
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 no change in GCC. Refer Draft Contract & STC
8	warranty and Defect Liability	<p>GCC Terms Article 14</p> <p>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").</p>	<p>Kindly 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</p>	DLP shall be 24 months from Date of operation acceptance
9			Request you to please waived off Rs. 10,000/- Tender Purchase Fees for mentioned package	Token amount has been kept to have serious bidders only
10			Request you to please waived off Rs. 50,000/- EMD amount for mentioned package.	EMD value is waived off
11			Request you to please inform the complete project schedule	Schedule is to be followed as per bid document
12			We presume all commercial Terms and conditions shall remain same as per recent order project. Please confirm the same.	All commercial terms and conditions shall be as per bid document or refer draft contract
13	EMD		Considering the small value proposal we request to Waive off the EMD requirement.	EMD value is waived off
14	Completion Time		We request to consider the completion schedule of 24 Months .	No change considering the critical schedule for this project
15	DLP		We understand DLP shall be 12 months from the date of comissioning or 18 months from the date of supply whichever is	24 months from the date of acceptance as per tender document