

SL No	Volume / Clause	Ref. / Page No.	As specified in the Specification	Commercial Clarification	RVPN's Reply
1	Consequential Loss and Limitation of Liability			<p>We request you to add the following clause "Except on cases of gross negligence or willful misconduct,</p> <p>a) the Contractor and the Employer shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement."</p>	Pl. adhere to specification requirements
2	Volume-I, Part-III, General Terms & Conditions of Contract (GCC), CI No. 47.0	Page No. 63	<p>Settlement of Disputes</p> <p>47.1 All disputes, differences, ... RVPN, Jaipur</p>	<p>We request you to add the following clause "The resolution for any dispute between the Employer and the contractor should be governed in accordance with Indian Arbitration & Conciliation Act, 1996 or its any modifications thereof."</p>	
3	General		Type Test Charges	<p>In line with your tender requirements, we have offering type tested equipments and we are submitting type test certificates during tender submission. Hence we do not envisage repetition of type test for this package and hence we have not quoting type test charges for 132kV Hybrid & 33kV GIS and short circuit test for power transformer, while we conforming to the overall completion schedule. We assume that based on the criterion set in your tender documents, repetition of type tests will be waived off for type tests already conducted and valid in line with the tender criteria considering the project schedule.</p>	
4	<p>Volume-I, Part-III, General Terms & Conditions of Contract (GCC), CI No. 11.3</p> <p>Volume-I, Part-II, Bid Data Sheet (BDS), SL No. 8</p>	<p>Page No. 33</p> <p>Page No. 5</p>	Taxes and Duties : Sales Tax declaration Form	<p>The Employer shall issue requisite Sales Tax declaration Form-C for both ABB's own items as well as for bought-out items, location wise as per VAT law(VAT -47 to be issued in the name of our sub vendor as well as ABB Ltd), instead of after completion of entire supply of equipments.</p>	

5	Volume-I, Part-III, General Terms & Conditions of Contract (GCC), CI No. 11.4 Volume-I, Part-II, Bid Data Sheet (BDS), SL No. 8	Page No. 34 Page No. 5	Taxes and Duties : Road permits	The Employer shall issue required Road Permits / any other declaration forms as required / would be required under laws to enable us to bring the goods to the site. These Road Permits / any other declaration forms should be issued for all the above mentioned items, for this Project.	PI. adhere to specification requirements
6	Volume-I, Part-III, General Terms & Conditions of Contract (GCC), CI No. 43 and CI No. 44	Page No. 57 and 58	Suspension / Termination	We request you to kindly add the following clause :- "If the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause as per the Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor reserves the right to issue a Notice to the Employer. In case such remedial actions are not taken by the Employer even after 30 days from the date of issue of such notice, the Contractor reserves the right to suspend the contract. In such case, contractor is entitled to get time extension for the corresponding period for which such suspension was in force along with reimbursement of costs so incurred due to such suspension. If customer does not release the stipulated payment or even remedy the breach with in 30 days of suspension, contractor has right to terminate the contract and in such case, contractor has right to ask for the costs so incurred due to such suspension along with termination fees as may be mutually agreed and decided by both the parties.	
7	Volume-I, Part-III, General Terms & Conditions of Contract (GCC), CI No. 40	Page No. 54	Change in Laws and Regulations	We understand that Statutory variation will be applicable for all the items directly dispatched from ABB's own factories situated in India and abroad as well as from the works of Direct ABB & ABB's sub-vendors located in India and abroad, for this Project. Any introduction of new taxes, duties and levies for all the supplied equipments etc.. shall be reimbursed to us at actuals.	
8	Volume-I, Part-IV, SCC, CI No. 48		Maintenance contract	We request you to issue us a separate contract for annual maintenance services.	