

REPLIES TO PRE BID QUERIES LOT-2 DATED 20.05.2026
AIR SEPARATIO UNIT TO BE DEVELOPED BY BOO PROCESSOR TO GENERATE OXYGEN AND NITROGEN
FOR COAL GASIFICATION COMPLEX AT BARDHAMAN
PNMM/PC-217/E/002 dated 31.12.2025

SL. NO.	REFERENCE OF ENQUIRY DOCUMENT				BIDDER'S QUERY dated 11.02.2026	PDIL/OWNER's Reply
	PART/VOL.	PAGE NO.	CLAUSE NO.	SUBJECT		
1	Part II, Commercial NIT	19	8	Procurement from a bidder which shares a land border with India shall be applicable for this tender as per attached Annexure-VII.	Rule 144(xi) of GFR 2017 published as F.N06/18/2019-PPD dated 23rd July 2020 is amended, vide the order No.F.7/10/2021-PPD (1), dated 23.02.2023, we request the reference to be update the current order.	No change in the Circular. The amended Circular, vide the order No.F.7/10/2021-PPD (1), dated 23.02.2023 has already been provided in the NIT.
2	Part III, Commercial NIT	52	13.1.16	New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Contractor/Boo Processor on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.	We seek to add the following - If at any time during the Term of this Agreement any tax, charge, or fee other than as set forth herein is newly imposed on Seller that increases Seller's costs incurred in the production, storage, sale, transportation, or delivery of Product(s) to Buyer hereunder including a tax, charge, or fee on greenhouse gases emitted or released from the Equipment, or if, due to a rate change or other action of any governmental or quasi-governmental authority, there is an increase in any such tax, charge, or fee presently existing, then Buyer will reimburse Seller for such increase.	Shall be as per NIT
3	Part III, Commercial NIT	67	44.2(1.0)	Conciliation	We seek deletion of this clause	Please refer Corrigendum IV in this regard

4	Part III, Commercial NIT	67	44.2(2.0)	Arbitration	<p>We seek to revise the clause as follows - All issue(s)/dispute(s) excluding the matters that have been specified as- excepted matters and listed at clause no. 2.6 and which cannot be resolved through mutual discussion Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by panel of three arbitrators, wherein each Party shall nominate one (1) arbitrator each and the two (2) arbitrators so nominated shall nominate the third arbitrator. Sole- Arbitrator.</p> <p>The party invoking the Arbitration shall have the option to either opt for Ad hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad hoc and Institutional Arbitration:- 2.1 On invocation of the Arbitration clause by either party, CGIL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from CGIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and CGIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of CGIL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of "Delhi International Arbitration Centre".</p> <p>OR</p> <p>2.2 If a dispute arises out of or in connection with this contract, the party</p>	Please refer Corrigendum IV in this regard
5	ANNEXURE-VII TO SECTION III	114	44.2(2.0)	CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA	Rule 144(xi) of GFR 2017 published as F.N06/18/2019-PPD dated 23rd July 2020 is amended, vide the order No.F.7/10/2021-PPD (1), dated 23.02.2023, we request the reference to be update the current order.	No change in the Circular. The amended Circular, vide the order No.F.7/10/2021-PPD (1), dated 23.02.2023 has already been provided in the NIT.
6	Format F-2	124		Format of proforma Bank Guarantee	There is a discrepancy with respect to the claim period, kindly confirm if the same would be 2 months or 3 months from the expiry date.	2 months from the expiry date.

7	Format F-16	163		INDEMNITY BOND	This is open ended. We can agree to specific indemnity, however we cannot agree to this, and seek a deletion of the same.	Corrigendum if any shall follow shortly.
8	Contract Agreement	176	Article 1	Contract Documents	We seek to revise the clause as follows - i. Contract Agreement; i(a) Conditions of Contract ii. Land Lease Agreement iii. Detailed Letter of Acceptance (DLOA) including statement of agreed variation; iv. Notification of Award /Letter of Award; v. Amendments if any issued to Bid document; vi. Original Bidding Documents	Please refer Corrigendum IV in this regard
9	Conditions of Contract	4	Article 1.2	Definition	We seek to revise the clause as follows - “BOO PROCESSOR” means the Successful Bidder. The Successful Bidder shall install “AIR SEPARATION UNIT (ASU)” on a site leased by the OWNER at Bardhman District, West Bengal (India) as per the requirements and specifications mentioned in the Agreement. Subject to the OWNER, fulfilling its obligations, the Successful Bidder shall install the facilities and own it. OWNER shall permit the Successful Bidder to operate and maintain the ASU Plant for purposes of manufacturing and supplying Oxygen and Nitrogen to the Coal Gasification Plant as per the terms and conditions mentioned in the Agreement(s). the BOO Processor, shall own the ASU Plant. The BOO Processor shall ensure uninterrupted supply of Oxygen and Nitrogen to the Coal Gasification Plant (CGP). The ASU facilities shall be engineered, installed, tested and operated in accordance with the technical requirements, pressure levels, flow rates, impurity limits and interface specifications of the Coal Gasification Plant (CGP). The BOO Processor shall participate in interface engineering and shall comply with the inputs provided by the Owner/CGP Contractor for system compatibility.	Shall be as per NIT
10	Conditions of Contract	7	Article 1.23	Definition	We seek to revise the clause as follows - “Guaranteed Quantity” means agreed quantity of OWNER’s demand for Oxygen and Nitrogen as set out under Vol- II, Design Basis.	Shall be as per NIT

11	Conditions of Contract	13	Article 3.3	Definition	We seek to revise the clause as follows - The BOO PROCESSOR shall take necessary clearances, permissions and Licenses, if any, applicable for Design, construction, installation & commissioning of the Production Plant as required before start of construction as well as from time to time from the appropriate authorities at local, state and national level for operations of the Plant. The Owner shall provide the BOO Processor with all reasonable assistance as may be required by the BOO Processor for the same.	Shall be as per NIT . Bidder's Understanding is correct
12	Conditions of Contract	22	Article 10.6	Installation and First Delivery	We seek to revise the clause as follows - Should OWNER fail to supply utilities by the date set forth in the schedules, contained in Articles 12.2, 23 & 25 or should OWNER be unable to receive the Product through no fault of BOO PROCESSOR, First Delivery shall be deemed to take place on the First Delivery Date as per the Time Schedule. after three months from the Time Schedule indicated elsewhere in the Agreement or actual delivery whichever occurs first as per requirement of OWNER. BOO PROCESSOR will invoice OWNER, and OWNER will pay the Fixed Monthly Charges as set forth and adjusted under Article 15, plus the amount of any taxes as set forth in Article 17, effective such date of First Delivery.	Corrigendum if any shall follow shortly.
13	Conditions of Contract	22	Article 10.7	Installation and First Delivery	We seek to revise the clause as follows - OWNER reserves the right to reschedule (i.e. postponement) the first delivery date within 03 (three) months from date of issue of Letter of Award, and such rescheduling can be for a maximum period of 3 (Three) Months . On such re-scheduling, the re-scheduled date shall be the date of First Delivery of Product under the Agreement and OWNER will not pay any charges (including Monthly Fixed Charges) during this period. If the re-scheduling extends beyond 3 months , Owner shall pay the Fixed Monthly Charges as set forth and adjusted under Article 15, plus the amount of any taxes as set forth in Article 17, effective such date of First Delivery from the First Delivery Date as indicated in the Time Schedule plus three months.	Corrigendum if any shall follow shortly.

14	Conditions of Contract	22	Article 12.2	Time Schedule and Duration of the Agreement	We seek to revise the clause as follows - BOO Processor shall achieve the First Delivery Date within a period of 34 (Thirty Four) Months from the date of issue of Letter of Acceptance. OWNER shall provide the physical and legal possession of the land by executing valid lease deed for ASU plant within 1 (one) month from the date of LOA. The schedule of providing main Operation Power and Utilities for commissioning shall be decided based on mutual agreement between OWNER and BOO PROCESSOR at the time of Kick Off meeting.	Corrigendum if any shall follow shortly.
15	Conditions of Contract	32	Article 17.4	Taxes and Duties	We seek to add the following - If at any time during the Term of this Agreement any tax, charge, or fee other than as set forth herein is newly imposed on Seller that increases Seller's costs incurred in the production, storage, sale, transportation, or delivery of Product(s) to Buyer hereunder including a tax, charge, or fee on greenhouse gases emitted or released from the Equipment, or if, due to a rate change or other action of any governmental or quasi-governmental authority, there is an increase in any such tax, charge, or fee presently existing, then Buyer will reimburse Seller for such increase.	Shall be as per NIT
16	Conditions of Contract	35	Article 21.3	SAFETY, HEALTH AND LIABILITY APPORTIONMENT	BOO PROCESSOR will be solely responsible for fulfilment of all requisite statutory obligations in vogue from time to time as per requirement of State Government, Central Government pertaining to this Production Plant during entire period of Agreement. The Owner shall provide all required support, including all necessary documentary support to the BOO Processor in this regard.	Shall be as per NIT .Bidder's Understanding is correct

17	Conditions of Contract	39	Article 27	PRICE REDUCTION AND RISK PURCHASE	<p>We seek to add the following -</p> <p>"The Seller shall supply the Gases as per the agreed Specification. In the event any of the Gases are found to be off-spec the same shall be replaced by the Seller. The foregoing represents the Buyer's exclusive remedy with respect to claims mentioned above and Seller's sole obligation with respect to any such claim. Buyer shall not be entitled to make any other claim of any kind with respect to supply of Off -Spec product , whether based on negligence or, warranty. There are no express warranties by Seller. No warranties by Seller (other than warranty of title) shall be implied or otherwise created, including but not limited to warranty of merchantability and warranty of fitness for particular purpose."</p>	Corrigendum if any shall follow shortly.
18	Conditions of Contract	41	Article 28	Liability	<p>We seek to add the following -</p> <p>Notwithstanding anything stated elsewhere in this Agreement, the aggregate liability of either Party whether in contract, tort (including negligence), for breach of statutory duty or otherwise, breach of warranty, strict liability or under any other theory of law, arising under or in connection with this Agreement shall not exceed _____. In no event shall either Party be liable to the other, whether arising under contract, tort (including negligence), strict liability or otherwise, for any indirect, consequential, remote, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.</p>	Shall be as per NIT
19	Conditions of Contract	41	Article 28	Temporary Takeover	We seek deletion of this Clause. The ASU is owned by the BOO Processor, the ONWER cannot have any takeover rights.	Corrigendum if any shall follow shortly.
20	Conditions of Contract	44	Article 30.6	Takeover	We seek deletion of this Clause. The ASU is owned by the BOO Processor, the ONWER cannot have any takeover rights.	Shall be as per NIT

21	Conditions of Contract	45	Article 31.2	Force Majeure	We seek to revise the clause as follows - Other than the payment obligations, and Subject to the provisions of the Agreement, in the event that a Party is rendered unable, by reason of event of Force Majeure affecting the Party after the date hereof to perform wholly or in part any material obligation of that Party set forth in the Agreement the obligations of both Parties shall be suspended or excused to the extent affected by such Force Majeure.	Shall be as per NIT
22	Conditions of Contract	45	Article 31.5	Force Majeure	We seek to revise the clause as follows - Continuation of Force Majeure If the duration of the Force Majeure is uncertain or exceed 6 (six) months, OWNER and BOO PROCESSOR will mutually discuss and agree on the next course of action will each have the right to terminate the Agreement unless mutual Agreement is reached otherwise.	Shall be as per NIT
23	Conditions of Contract	45	Article 31.6	Force Majeure	We seek deletion of this clause, payment obligations cannot be suspended.	Shall be as per NIT
24	Conditions of Contract	50	Article 43.1(a)	Contract Documents	We seek to revise the clause as follows - Contract Agreement, Conditions of the Contract & Land Lease Agreement	Please refer Corrigendum IV in this regard
25	Conditions of Contract	51	Article 45.4	Contract Documents	We seek to revise the clause as follows - Indemnity: Each Party shall wholly indemnify against all suits, claims, costs, damages, charges and expenses arising out of or in connection with carrying out of the work to which the Agreement relates where such cases / suits or claims are brought by the members of the public, neighbouring owners or workmen employed by the other Party on the work by the workmen's representative(s). The indemnifying Party shall be solely responsible for defending any claim raised by third party arising out of or in consequence of any action or omission on the part of the indemnifying Party during Agreement period.	Corrigendum if any shall follow shortly.

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	PART/VOL.	PAGE NO.	CLAUSE NO.	SUBJECT		
26	Volume -I (Conditions of Contract)	5/53	1.7	Definition "Production Plant"	Kindly remove Argon and utilities system from Production Plant Definition. Supply of Argon is not in BOO processor's scope and All utilities required for Production Plant shall be supplied by Owner.	Refer Corrigendum-V in this regard
27	Volume -I (Conditions of Contract)	5/53	1.8	Definition "Production Plant Site"	Kindly confirm whether land for production plant shall be allocated through Land Lease or Land License Agreement?	Under Review by PDIL/CGIL
28	Volume -I (Conditions of Contract)	5/53	1.9	Definition - By Products	Bidder proposes following : "By-product" means any product acceptable to Owner , in the production plant other than Oxygen & Nitrogen and discharged either into owner's piping system or atmosphere.	No By-Product has been envisaged for this Project.
29	Volume -I (Conditions of Contract)	6/53	1.12	Definition - Liquid Nitrogen/Oxygen Loading-Unloading system	Kindly remove requirement of N2 & O2 loading / unloading system as there is no liquid O2/N2 transportation requirement is envisaged through tankers in project.	Noted
30	Volume -I (Conditions of Contract)	9/53	1.44 & 1.45	Definition "O&M Agreement" and "Lease"	Bidder understand proposed contract structure for the project shall follow "Job Work" structure, hence, these definition are not applicable.	Corrigendum if any shall be issued in this regard

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31	Volume -I (Conditions of Contract)	17/53	7.3	Quantity	Kindly confirm 5% Supplemental Gas quantities shall be over and above 136,200 Nm3/hr GOX, 44,400 Nm3/hr LP GAN 22,200 Nm3/hr HP GAN requirement within min. to max. delivery pressure , temperature requirement. BOO operator shall endeavour but NOT obliged to fulfill above requirement contractually. No shortfall penalty shall be applicable for Supplemental Gas scenario.	Corrigendum if any shall be issued in this regard
32	Volume -I (Conditions of Contract)	17/53	7.4	Quantity	Bidder understnad all by products from ASU (Steam Condensate, Gaseous & Liquid Effluents etc.) shall be discharged in Owner's network without any treatment and hence shall always be acceptable by Owner. <i>BOO PROCESSOR shall use all efforts to deliver Products and acceptable - By Products, if any, at the requested quantity. BOO PROCESSOR will record in its operating records requested quantity and changes thereto requested by OWNER's representative, the quantity of Product delivered to OWNER, and any Curtailed Hours. Access to such records shall be made available to OWNER on an ongoing basis.</i>	Liquid effluents shall be routed to ASU Battery Limit as per NIT. Thereafter, it shall be Owner's Scope. Gaseous Emissions, if any shall be discharged to atmosphere in line with CPCB/State Pollution Control Board norms after treatment in ASU unit

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33	Volume -I (Conditions of Contract)	17/53	7.5	Quantity	<p>Bidder requires following modification :</p> <p><i>OWNER and BOO PROCESSOR shall periodically discuss any additional future requirements of OWNER for Oxygen & Nitrogen gas (beyond the quantity specified in Article 7) requiring augmentation of BOO PROCESSOR's installed facilities and each Party agrees to negotiate in good faith for the additional charges and fees pertaining to any additional or upgraded production facilities. However all additional facilities arising from statutory obligations shall be the responsibility of the BOO Processor and shall be borne by the BOO Processor- same shall be implemented as and when required with additional monthly charges and fee agreed between parties.</i></p>	Shall be as per NIT
34	Volume -I (Conditions of Contract)	16/53	7 and 8	Quantity & Specifications	<p>Bidder suggests to define Quantity & Specifications under clause 7 & 8 of Contract document. Cross reference with Design Basis should be avoided. Also terminology such as max. flow, design flow, instantaneous flow, demand rate, supplement gas etc should be consistent in design basis and contract document.</p>	For technical Parameters Bidder shall refer to Technical Part of NIT. However The flow requirement has been addressed in corrigendum-V
35	Volume -I (Conditions of Contract)	21/53	10.1.3	Installation & first Delivery	<p>BOO Processor's scope shall not include O2/N2 distribution piping outside of ASU ISBL, likewise, Owners scope shall not include utilities piping and power distribution inside ASU ISBL. Kindly confirm.</p>	Noted

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36	Volume -I (Conditions of Contract)	21/53	10.4	Installation & first Delivery	Flow rates mentioned under this clause are in-consistent with flow rates defined in Design Basis. Kindly Clarify. Plant readiness should also include Liq. N2 / O2 storage and vaporizer system.	Please refer corrigendum IV in this regard
37	Volume -I (Conditions of Contract)	22/53	10.6	Installation & first Delivery	Bidder requires following modifications: Should OWNER fail to supply utilities by the date set forth in the schedules, contained in Articles 12.2, 23 & 25 or should OWNER be unable to receive the Product through no fault of BOO PROCESSOR, First Delivery shall be deemed to take place after three months from the Time Schedule. "Scheduled Delivery Date" indicated elsewhere in the Agreement or actual delivery whichever occurs first as per requirement of OWNER. BOO PROCESSOR will invoice OWNER, and OWNER will pay the Fixed Monthly Charges as set forth and adjusted under Article 15, plus the amount of any taxes as set forth in Article 17, effective such date of First Delivery.	Corrigendum if any shall be issued in this regard
38	Volume -I (Conditions of Contract)	22/53	10.8	Right to re-schedule	Bidder can not accept Owner's right to re-schedule of First delivery date as this would impact BOO processor's return on investment significantly for no fault of BOO processor. Kindly delete this clause.	Corrigendum if any shall be issued in this regard

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39	Volume -I (Conditions of Contract)		14.8 (new clause)	Owner's Obligaions	OWNER shall supply electric power, Service water, drinking water, cooling water, MP Steam as required by the BOO PROCESSOR for pre-commissioning / commissioning activities atleast 4 months before Scheduled Delivery Date of Production Plant.	Refer Technical section in this regard.
40	Volume -I (Conditions of Contract)	29/53	15.4.1	Regulation/Adjustment of Prices of Utilities	Bidder can not accept adjustment in price of utilties based on same values provided for MP Steam, Cooling Water, Power for entire contract term. Bidder suggests to specify prevailing prices methodology for such price adjustments applicable for both penalty and bonus calculations. Also clause 15.9 clause says adjustment on actual cost of utilities which is contradictory in nature. Kindly clarify.	Reply to be uploaded (The prices mentioned in the tender is solely for evaluation purpose. The price reduction for overconsumption shall be as per prevailing rates as mentioned in clause 27.3 of NIT)
41	Volume -I (Conditions of Contract)	29/53	15.4	Regulation/Adjustment of Prices of Utilities	Price adjustment clause for lower / excess consumption of utilites should be reciprocal in nature. Bidder requires both bonus / penalty provision in contract.	No change. Shall be as per NIT.
42	Volume -I (Conditions of Contract)	31/53	16.4	Consumpton Guarantee	Bidder requires +/- 1% threshold for MP steam, Cooling Water and Power as allwable threshold beyond with price regulation / adjustment shall be applicable.	Corrigendum if any shall be issued in this regard.

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	PART/VOL.	PAGE NO.	CLAUSE NO.	SUBJECT		
43	Volume -I (Conditions of Contract)	33/53	18	Plant Start Up / Shutdown	<p>Bidder requires clarification on following points:</p> <p>1. PAF of 100% shall be equivalent of 330 days which means balance 35 days in a operating year shall be available for planned or unplanned or regulatory shutdowns for bidder and fixed monthly facility fee remain payable for such period.</p>	Please refer corrigendum V in this regard

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	PART/VOL.	PAGE NO.	CLAUSE NO.	SUBJECT		
44	Volume -I (Conditions of Contract)	35/53	22.1	Confidential Information	<p>We seek to revise as follows - "All drawings, diagrams, specifications, operating data, pricing and costs and other materials furnished by BOO processor relating to the use and/or delivery of Oxygen and Nitrogen furnished hereunder and the information therein are proprietary to BOO Processor. Owner may not reproduce or distribute such materials except: (a) to government agencies for the purpose of obtaining permits; and (b) to Owner's employees for the purpose of carrying out their duties relating to the use of Oxygen and Nitrogen gas. In the case of any of the aforementioned disclosures; Owner "agrees to inform its employees or governmental agencies that such information is the confidential information of BOO Processor and is to be treated accordingly, <u>provided however Owner shall be solely responsible for maintaining the confidentiality obligations and shall be responsible for the acts of its employees or third parties.</u> All such materials relating to Products supplied directly by BOO processor (except information as may be established to be in the public domain) shall be received in confidence and BPCL shall exercise the same degree of care to hold such information in confidence as it uses with respect to its own trade secrets and/or confidential and proprietary material. Unless otherwise agreed to by the parties, Owner agrees that it shall keep all such material confidential for a period, which shall expire <u>after ten years from</u> the date of expiry or <u>early</u> termination of this Agreement.</p>	List of documents is amended in Corrigendum-VI

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45	Volume -I (Conditions of Contract)	37/53	25	Utilities	Bidder requires Owner to provide laydown area, single point connection at ASU B/L for low voltage electric power and construction water during project execution free of charge basis. Kindly confirm.	Please refer corrigendum IV in this regard
46	Volume -I (Conditions of Contract)	39/53	26.2	Price reduction for delay in First Delivery Date	<p>Bidder suggest to define "Scheduled Delivery Date" (34 months from LOA) and " First Delivery Date" (date on which production plant is ready to supply products and owner is ready to accept products after first commissioning) separately in order to estimate price reduction. Bidder requires following modifications:</p> <p>For any delay in First delivery of Oxygen gas OR Nitrogen gas OR both beyond the contractual date for commencement Scheduled Delivery Date of supply of Oxygen Gas OR Nitrogen gas OR both for reasons solely attributable to BOO Processor , BOO PROCESSOR shall pay to OWNER Price reduction at the rate of 1/8 % (one eighth percent) for each completed week or part thereof, subject to a maximum 5% (five percent) of the fixed Monthly charge quoted by bidder for 7.5 (seven and half) years.</p>	Corrigendum if any shall be issued in this regard

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47	Volume -I (Conditions of Contract)	39/53	26.3	Price reduction for delay in First Delivery Date	<p>Bidder requires following modification :</p> <p>Price reduction shall not apply in case OWNER is not ready to take Oxygen gas or Nitrogen gas from the contractual date of commencement Scheduled Delivery Date. In such case Price reduction shall be applicable from the date OWNER is ready to take Oxygen gas or Nitrogen gas.</p>	Corrigendum if any shall be issued in this regard
48	Volume -I (Conditions of Contract)	39/53	27.1	Price Reduction and Risk Purchase	Kindly bring more clarity in 27.1 that Price Reduction shall NOT be applicable in Force Meajure and owner's Fault conditions as applicable for various scenario.	No change. Shall be as per NIT. Refer-Clause no 27.4 of CoC in this regard
49	Volume -I (Conditions of Contract)	40/53	27.1 (a)	Price reduction formula for shortfall of O2/N2	<p>Formula should be corrected and consistent as following :</p> <p>Price Reduction for O2 = (Total Requested Quantity - Total Supplied Quantity)*(Fixed Charge/Nm3 + Variable Charge/Nm3) Fixed Charge/Nm3 of O2 = (12 X Fixed Monthly Charge for O2)/(136,200 Nm3/hrX24X330)</p> <p>Price Reduction for N2 = (Total Requested Quantity - Total Supplied Quantity)*(Fixed Charge/Nm3 + Variable Charge/Nm3) Fixed Charge/Nm3 of N2 = (12 X Fixed Monthly Charge for N2)/(66,600 Nm3/hrX24X330)</p>	Corrigendum if any shall be issued in this regard

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50	Volume -I (Conditions of Contract)	40/53	27.1(b)	Price Reduction for Shortfall in Purity	<p>Bidder requires following provisions:</p> <ol style="list-style-type: none"> 1. In case owner is able to consume off spec O2/N2 in their process , price reduction shall not be applicable. 2. In case owner discard usage of O2 and /or N2 on account of off specification, Bidder shall endeavor to restore specification of O2/N2 at earliest and in such scenario price reduction for short fall in supply of O2/N2 shall remain applicable. 3. To treat such scenario as breach of contract, time limit upon occurrence of such scenario shall be mutually discussed and agreed between Bidder & Owner. 	Corrigendum if any shall be issued in this regard
51	Volume -I (Conditions of Contract)	40/53	27.1 ©	Price Reduction for Unplanned Shutdown	<p>Bidder requires following provisions:</p> <ol style="list-style-type: none"> 1. Price reduction for unplanned shutdown shall be applicable only when Bidder crosses allowable time period or 35 days (over and above 330 days of plant availability) 2. During such Unplanned Shutdown, price reduction of Shortfall supply of O2/N2 should be applicable. Bidder can not accept additional price reduction of 0.5% of Annual Fixed Charges per episode as redundant penalty under such scenario. 	CGIL/PDIL shall review. Amendment if any shall be issued in this regard.

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52	Volume -I (Conditions of Contract)	41/53	28	Overall Liability	Bidder requires overall liability to be capped and suggests following: Notwithstanding anything stated in this Agreement or in any other documents exchanged between the parties, overall liability shall be LOWER of cost of actual damages OR Fixed Monthly Job Work Charges for 7 & 1/2 (seven and half) years during entire term of this contract.	No change. Shall be as per NIT.
53	Volume -I (Conditions of Contract)	45/53	31	Force Meajure	<u>Bidder request to add the following to address the scenario of Force Meajure for operating term:</u> In the event that production is suspended on account of Force Majeure, the duration of the AGREEMENT shall be automatically extended by the period as given below provided that the AGREEMENT is not terminated as a result of such Force Majeure in accordance with the provisions of the AGREEMENT: Force Majeure occurred in years 1- 10: 3 day's extension for each day of Force Majeure	Please refer corrigendum IV in this regard

SL. No.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY / PROPOSED ALTERNATE CLAUSE	PDIL/OWNER'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		
54	Vol. I Commercial		1.1		If the Land Lease Agreement will be executed between Parties , then will the Owner be legally allowed to provide power to the BOO Processor.	PDIL/CGIL shall revert Back
55			15.3	However, if no Oxygen & Nitrogen is lifted by OWNER, no Variable Charges shall be payable. Only the Fixed monthly charge shall be payable subject to the provisions of Article 15.1.1 hereof.	However, if Plant run on turndown mode, Oxygen & Nitrogen as lifted by OWNER, then Variable Charges shall be payable proportionately in addition to the Fixed monthly charge subject to the provisions of Article 15.1.1 hereof.	Bidder's understanding is correct.
56			16.6	BIDDER shall guarantee minimum Plant Availability Factor for Production Plant as 100%	Cumulative shutdown of minimum 10 days per annum shall be allowed for maintenance	330 days is the Plant Availability. Addressed in corrigendum -5
57			18.2	Plant Shutdown , 'The plants are to be designed with high on-stream factor (not less than 330 days in a year) with minimum continuous operating cycle of 1 year between turn around'	The two sentences , when taken together are not clear . How will the 'minimum continuous operating cycle of 1 year between turn around' be achieved .	For better clarity: The plant should be designed to run at least 330 days per year, andThe plant should not require a major shutdown (turnaround) more than once in one year
58			20	ARTICLE-20 : INSURANCE BOO PROCESSOR confirms that its Production Plant and facilities and	ARTICLE-20 : INSURANCE BOO PROCESSOR confirms that its Production Plant and facilities and	Owner to take necessary cover of OWNER's plant, facilities and operating personnel under

			<p>operating personnel will be adequately covered under insurance along with coverage of third party liability.</p> <p>The BOO PROCESSOR, at its sole cost and expense, shall continue to obtain and maintain all the Construction Insurance Policies and Operational Insurance Policies required to be taken in respect of the Production Plants as required by the Financers, or by the laws of India; or as may be necessary in accordance with the Best Operating Practices. The BOO PROCESSOR shall ensure that OWNER is named as an additional insurer on all insurance policies with respect to third party liability insurance. Third party Insurance policy taken by BOO PROCESSOR shall have provision for Waiver of Subrogation in favour of OWNER.</p> <p>Any failure by the BOO PROCESSOR to obtain the insurance coverage or certificates of insurance as required, shall neither relieve the BOO PROCESSOR of the insurance requirements set forth herein nor relieve or limit in any way the BOO PROCESSOR's obligations and liabilities under any other provision of the Agreement.</p>	<p>operating personnel will be adequately covered under insurance along with coverage of third party liability.</p> <p>The BOO PROCESSOR, at its sole cost and expense, shall continue to obtain and maintain all the Construction Insurance Policies and Operational Insurance Policies required to be taken in respect of the Production Plants as required by the Financers, or by the laws of India; or as may be necessary in accordance with the Best Operating Practices. The BOO PROCESSOR shall ensure that OWNER is named as an additional insurer on all insurance policies with respect to third party liability insurance. Third party Insurance policy taken by BOO PROCESSOR shall have provision for Waiver of Subrogation in favour of OWNER.</p> <p>Any failure by the BOO PROCESSOR to obtain the insurance coverage or certificates of insurance as required, shall neither relieve the BOO PROCESSOR of the insurance requirements set forth herein nor relieve or limit in any way the BOO PROCESSOR's obligations and</p>	<p>insurance along with coverage of third party liability.</p> <p>Corrigendum shall be issued shortly.</p>
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			<p>The under mentioned minimum coverage or such additional coverage as may reasonably be required, shall be maintained or cause to be maintained by the BOO PROCESSOR throughout the Agreement period:</p> <ul style="list-style-type: none"> • Workers Compensation and Employers Liability • General Liability Insurance • Builders All Risk Insurance • Marine Cargo insurance • All Risk Property/Comprehensive Machinery Insurance (Upon Completion of Construction) • Third Party Liability Insurance <p>To the extent that the above insurance policies are available through Indian insurance companies, preference shall be given to using these companies. Notwithstanding any liability that may arise under the Agreement, any loss for which compensation is due to the BOO PROCESSOR under this Article, shall not be charged to OWNER.</p> <p>The BOO PROCESSOR shall cause its insurers or agents to provide OWNER with certificates of insurance for required replacement policies or</p>	<p>liabilities under any other provision of the Agreement. The under mentioned minimum coverage or such additional coverage as may reasonably be required, shall be maintained or cause to be maintained by the BOO PROCESSOR throughout the Agreement period:</p> <ul style="list-style-type: none"> • Workers Compensation and Employers Liability • General Liability Insurance • Builders All Risk Insurance • Marine Cargo insurance • All Risk Property/Comprehensive Machinery Insurance (Upon Completion of Construction) • Third Party Liability Insurance <p>To the extent that the above insurance policies are available through Indian insurance companies, preference shall be given to using these companies. Notwithstanding any liability that may arise under the Agreement, any loss for which compensation is due to the BOO PROCESSOR under this Article, shall not be charged to OWNER.</p> <p>The BOO PROCESSOR shall cause its insurers or agents to provide</p>	
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				<p>renewals as evident from the endorsements of policies, at least thirty (30) Days prior to i.e. termination or expiration of any policy hereunder.</p>	<p>OWNER with certificates of insurance for required replacement policies or renewals as evident from the endorsements of policies, at least thirty (30) Days prior to i.e. termination or expiration of any policy hereunder.</p> <p>Owner confirms that its plant and facilities and operating personnel will be adequately covered under insurance along with coverage of third-party liability.</p> <p>The OWNER, at its sole cost and expense, shall continue to obtain and maintain all the Construction Insurance Policies and Operational Insurance Policies required to be taken in respect of the plants as required by the Financers, or by the laws of India; or as may be necessary in accordance with the Best Operating Practices. The OWNER shall ensure that BOO PROCESSOR is named as an additional insurer on all insurance policies with respect to third party liability insurance. Third party Insurance policy taken by OWNER shall have provision for Waiver of Subrogation in favour of BOO PROCESSOR.</p>	
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					<p>Any failure by the OWNER to obtain the insurance coverage or certificates of insurance as required, shall neither relieve the OWNER of the insurance requirements set forth herein nor relieve or limit in any way the BOO OWNER's obligations and liabilities under any other provision of the Agreement. The under mentioned minimum coverage or such additional coverage as may reasonably be required, shall be maintained or cause to be maintained by the OWNER throughout the Agreement period:</p> <ul style="list-style-type: none">• Workers Compensation and Employers Liability• General Liability Insurance• Builders All Risk Insurance• Marine Cargo insurance• All Risk Property/Comprehensive Machinery Insurance (Upon Completion of Construction)• Third Party Liability Insurance <p>To the extent that the above insurance policies are available through Indian insurance companies, preference shall be given to using these companies. Notwithstanding any liability that</p>	
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					<p>may arise under the Agreement, any loss for which compensation is due to the OWNER under this Article, shall not be charged to BOO PROCESSOR.</p> <p>The OWNER shall cause its insurers or agents to provide BOO PROCESSOR with certificates of insurance for required replacement policies or renewals as evident from the endorsements of policies, at least thirty (30) Days prior to i.e. termination or expiration of any policy hereunder.</p>	
59			26.2	<p>For any delay in First delivery of Oxygen gas OR Nitrogen gas OR both beyond the contractual date for commencement of supply of Oxygen Gas OR Nitrogen gas OR both, BOO PROCESSOR shall pay to OWNER Price reduction at the rate of 1/8 % (one eighth percent) for each completed week or part thereof, subject to a maximum 5% (five percent) of the fixed Monthly charge quoted by bidder for 7.5 (seven and half) years.</p>	<p>For any delay in First delivery of Oxygen gas OR Nitrogen gas OR both beyond the contractual date for commencement of supply of Oxygen Gas OR Nitrogen gas OR both due to reasons solely attributable to BOO PROCESSOR, BOO PROCESSOR shall pay to OWNER Price reduction at the rate of 1/8 % (one eighth percent) for each completed week or part thereof, subject to a maximum 5% (five percent) of the fixed Monthly charge quoted by bidder for 7.5 (seven and half) years.</p>	<p>Corrigendum-V already issued in this regard</p>

60			28	<p>ARTICLE-28 : LIABILITY</p> <p>28.1 BOO PROCESSOR will be fully responsible for any and all liabilities and obligations accruing to it by virtue of its carrying on industrial operations in the premises of the BOO PROCESSOR, including but not restricted to liabilities and obligations arising under various statutes such as the Factories Act, Labour Laws, Taxation Laws, Environment Protection Laws, Safety laws etc.</p> <p>28.2 BOO PROCESSOR shall insure its installation at its own cost to cover all risks/losses.</p> <p>28.3 The workforce / labour employed by the BOO PROCESSOR for carrying out any activity in connection with its Production Plant for supplying Oxygen & Nitrogen and acceptable By Products, if any, to OWNER shall remain BOO PROCESSOR's liability during and after the contractual period and also in case the contract is terminated at an early date.</p> <p>28.4 The Production Plant, built on the land Leased by OWNER, during the agreement period, shall remain</p>	<p>ARTICLE-28 : LIABILITY</p> <p>28.1 BOO PROCESSOR will be fully responsible for any and all liabilities and obligations accruing to it by virtue of its carrying on industrial operations in the premises of the BOO PROCESSOR, including but not restricted to liabilities and obligations arising under various statutes such as the Factories Act, Labour Laws, Taxation Laws, Environment Protection Laws, Safety laws etc.</p> <p>28.2 BOO PROCESSOR shall insure its installation at its own cost to cover all risks/losses.</p> <p>28.3 The workforce / labour employed by the BOO PROCESSOR for carrying out any activity in connection with its Production Plant for supplying Oxygen & Nitrogen and acceptable By Products, if any, to OWNER shall remain BOO PROCESSOR's liability during and after the contractual period and also in case the contract is terminated at an early date.</p> <p>28.4 The Production Plant, built on the land Leased by OWNER, during the agreement period, shall</p>	Shall be as per NIT
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			<p>the property of BOO PROCESSOR.</p> <p>28.5 OWNER & BOO PROCESSOR warrant each other that its activities in relation to the Agreement will not infringe upon or violate any property or other rights of any third party.</p> <p>28.6 Subject to the provisions of Article 21, each of BOO PROCESSOR and OWNER accept liability for death of or injury to individual persons, to the extent caused by its negligence or breach of this Agreement.</p> <p>For the purpose of this condition, BOO Processor's liability includes all such liabilities of BOO Processor and / or of all its associates, contracts, subsidiaries and / or any other agency lined up by the BOO Processor.</p> <p>28.7 Neither OWNER & BOO PROCESSOR shall be liable to one another for any indirect, incidental or consequential losses including (without limitation) loss of revenue, loss of profits, loss of use, and loss of contracts.</p> <p>28.8 BOO Processor fully understands that one of the reason for it being a Successful Bidder is</p>	<p>remain the property of BOO PROCESSOR.</p> <p>28.5 OWNER & BOO PROCESSOR warrant each other that its activities in relation to the Agreement will not infringe upon or violate any property or other rights of any third party.</p> <p>28.6 Subject to the provisions of Article 21, each of BOO PROCESSOR and OWNER accept liability for death of or injury to individual persons, to the extent caused by its negligence or breach of this Agreement.</p> <p>For the purpose of this condition, BOO Processor's liability includes all such liabilities of BOO Processor and / or of all its associates, contracts, subsidiaries and / or any other agency lined up by the BOO Processor.</p> <p>28.7 Neither OWNER & BOO PROCESSOR shall be liable to one another for any indirect, incidental or consequential losses including (without limitation) loss of revenue, loss of profits, loss of use, and loss of contracts.</p> <p>28.8 BOO Processor fully understands that one of the</p>	
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			<p>that it is an expert (and fully conversant with) in construction, operation, monitoring and maintenance of the Production Plant including safety and environment aspects. BOO PROCESSOR fully understands that it will be fully responsible for any and all liabilities and obligations accruing to OWNER by virtue of BOO Processor carrying on industrial operations in the Production Plant Site and/or operation and /or maintenance of the Production Plant, including but not restricted to liabilities and obligations with respect to safety and environment aspects and also arising under various statutes such as the Factories Act, Labour Laws, Taxation Laws, Environment Protection Laws, Safety laws etc. BOO Processor undertakes to fully indemnify OWNER for any penalties, liabilities, demands, orders, assessment, fine, cess, interest and/or any damages or other costs levied/demanded from OWNER owing to any acts, omission or commission on the</p>	<p>reason for it being a Successful Bidder is that it is an expert (and fully conversant with) in construction, operation, monitoring and maintenance of the Production Plant including safety and environment aspects. BOO PROCESSOR fully understands that it will be fully responsible for any and all liabilities and obligations accruing to OWNER by virtue of BOO Processor carrying on industrial operations in the Production Plant Site and/or operation and /or maintenance of the Production Plant, including but not restricted to liabilities and obligations with respect to safety and environment aspects and also arising under various statutes such as the Factories Act, Labour Laws, Taxation Laws, Environment Protection Laws, Safety laws etc. BOO Processor undertakes to fully indemnify OWNER for any penalties, liabilities, demands, orders, assessment, fine, cess, interest and/or any damages or other costs levied/demanded from OWNER owing to any acts,</p>	
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			<p>part of BOO Processor in construction, operation, monitoring and maintenance of the Production Plant.</p> <p>'Similarly, OWNER fully understands that it will be fully responsible for any and all liabilities and obligations accruing to BOO PROCESSOR by virtue of OWNER carrying on industrial operations in OWNER's Plant and/or operation and /or maintenance of OWNER's Plant, including but not restricted to liabilities and obligations with respect to safety and environment aspects and also arising under various statutes such as the Factories Act, Labour Laws, Taxation Laws, Environment Protection Laws, Safety laws etc. OWNER undertakes to fully indemnify BOO PROCESSOR for any penalties, liabilities, demands, orders, assessment, fine, cess, interest and/or any damages or other costs levied/demanded from BOO PROCESSOR owing to any acts, omission or commission on the part of OWNER in construction, operation, monitoring and</p>	<p>omission or commission on the part of BOO Processor in construction, operation, monitoring and maintenance of the Production Plant.</p> <p>'Similarly, OWNER fully understands that it will be fully responsible for any and all liabilities and obligations accruing to BOO PROCESSOR by virtue of OWNER carrying on industrial operations in OWNER's Plant and/or operation and /or maintenance of OWNER's Plant, including but not restricted to liabilities and obligations with respect to safety and environment aspects and also arising under various statutes such as the Factories Act, Labour Laws, Taxation Laws, Environment Protection Laws, Safety laws etc. OWNER undertakes to fully indemnify BOO PROCESSOR for any penalties, liabilities, demands, orders, assessment, fine, cess, interest and/or any damages or other costs levied/demanded from BOO PROCESSOR owing to any acts, omission or commission on the part of OWNER in</p>	
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				maintenance of OWNER's Plant.'	construction, operation, monitoring and maintenance of OWNER's Plant.' 28.9 Notwithstanding anything to the contrary mentioned elsewhere, the maximum aggregate liability of BOO PROCESSOR shall not exceed 10 % the annual Fixed Charges.	
61			27	ON ACCOUNT OF SHORT FALL IN OXYGEN/NITROGEN GAS 27.1.a Damages= (Total Requested Quantity- Total supplied quantity)/ Total Requested Quantity (Fixed Charge per + Variable Charge) x Total supplied quantity x per 1000NM3 of Gaseous Oxygen/ Nitrogen	Kindly check whether this formula need any modification	Suitable amendment if any shall be issued in this regard
62			27	ON ACCOUNT OF SHORT FALL IN OXYGEN/NITROGEN GAS	New sub clause insertion 27.7 Notwithstanding anything to the contrary mentioned elsewhere, the maximum aggregate liability of BOO PROCESSOR under clause 27 shall not exceed 10 % the annual Fixed Charges.	Shall be as per NIT
63			29	ARTICLE-29 TEMPORARY TAKEOVER OF THE PLANT BY OWNER	To be deleted	Corrigendum if any shall be issued in this regard

				<p>29.1 BOO PROCESSOR recognises the fact that it is absolutely critical to OWNER's interests that a consistent and uninterrupted supply of Product as per the specification and upto the quantities stipulated in Article 8 and Article 7 respectively should always be maintained. Accordingly, BOO PROCESSOR agrees, without prejudice to the provisions of Price reduction, and Risk Purchase as set forth hereinabove, that if for any reason whatsoever (not being attributable to a fault of OWNER) BOO PROCESSOR defaults or delays in the strict performance of its obligations under the Agreement for a continuous period of 30 (Thirty) days and has not reasonably demonstrated its willingness to set right the Production Plant as per OWNER's opinion, then OWNER shall have the right to take over the operation of the Production Plant for such duration and take such remedial steps and incur such costs and expenses on behalf of BOO PROCESSOR as may be necessary for OWNER to operate the</p>		
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				<p>Production Plant so that BOO PROCESSOR's obligations under the Agreement are satisfied. BOO PROCESSOR shall reimburse such cost and expenses incurred by OWNER and assure OWNER of its full cooperation in the matter. In case of such eventualities the BOO PROCESSOR shall agree to share all Production Plant related documents including documents from the Production Plant Licensor.</p>		
64			30	<p>ARTICLE-30 : TERMINATION AND TAKEOVER 30.1 OWNER may terminate the Agreement prior to completion of the Production Plant if: i) The BOO PROCESSOR has abandoned the Project or has suspended work on the Project for consecutive six (6) weeks or more; or ii) The rate of progress of construction of the BOO PROCESSOR's Production Plant lags with respect to the agreed schedule for the Project even after taking remedial measures which shall result in overall delay of more than 3 (three) months in</p>	<p>ARTICLE-30 : TERMINATION AND TAKEOVER 30.1 OWNER may terminate the Agreement prior to completion of the Production Plant if: i) The BOO PROCESSOR has abandoned the Project or has suspended work on the Project for consecutive six (6) weeks or more; or ii) The rate of progress of construction of the BOO PROCESSOR's Production Plant lags with respect to the agreed schedule for the Project even after taking remedial measures which shall result in overall delay of more than 3 (three) months in</p>	Shall be as per NIT

			<p>completion of the Production Plant taking into account the scheduled or re-scheduled date(s) of First Delivery.</p> <p>30.2 OWNER may also terminate the Agreement during the period of Agreement in case of the followings:</p> <p>i) The BOO PROCESSOR becomes insolvent, bankrupt, is the subject of proceedings for liquidation or dissolution, ceases to carry on business, or becomes unable to pay its debts as they become due ; or</p> <p>ii) Failure of BOO PROCESSOR to diligently implement the remediation plan agreeable to OWNER, to be submitted by the BOO PROCESSOR within 7 (seven) days of continuous non-supply of Oxygen or Nitrogen or both Gases. Or Oxygen & Nitrogen do not meet requested quantities on a monthly basis in respect thereof under Article 7 for a continuous period of 6 months for reasons other than reasons attributable to OWNER or Force Majeure. or</p> <p>iii) Apart from the failure of BOO</p>	<p>completion of the Production Plant taking into account the scheduled or re-scheduled date(s) of First Delivery.</p> <p>30.2 OWNER may also terminate the Agreement during the period of Agreement in case of the followings:</p> <p>i) The BOO PROCESSOR becomes insolvent, bankrupt, is the subject of proceedings for liquidation or dissolution, ceases to carry on business, or becomes unable to pay its debts as they become due ; or</p> <p>ii) Failure of BOO PROCESSOR to diligently implement the remediation plan agreeable to OWNER, to be submitted by the BOO PROCESSOR within 7 (seven) days of continuous non-supply of Oxygen or Nitrogen or both Gases. Or Oxygen & Nitrogen do not meet requested quantities on a monthly basis in respect thereof under Article 7 for a continuous period of 6 months for reasons other than reasons attributable to OWNER or Force Majeure. or</p>	
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			<p>PROCESSOR's obligation as indicated at Article- 30.2 ii) ,the BOO PROCESSOR has committed a material breach of any other provision of the Agreement and the BOO PROCESSOR (i) fails to remedy such breach within 15 days of receiving a notice of breach from the aggrieved party, or (ii) fails promptly to submit remediation plan to OWNER and diligently implement the same, where the breach is of a nature that cannot be rectified within 15 days.</p> <p>30.3 Upon occurrence of any of the events described in 30.1 or 30.2 above, OWNER may give written notice to the BOO PROCESSOR, if applicable, regarding occurrence of the relevant event and instruct the BOO PROCESSOR to rectify/cure the default within agreed time schedule, and should the BOO PROCESSOR fail to rectify/cure the default to the satisfaction of OWNER within that period, OWNER shall have the right, after the expiration of such time schedule to terminate this Agreement by giving notice in writing to the BOO PROCESSOR and take over the</p>	<p>iii) Apart from the failure of BOO PROCESSOR's obligation as indicated at Article- 30.2 ii) ,the BOO PROCESSOR has committed a material breach of any other provision of the Agreement and the BOO PROCESSOR (i) fails to remedy such breach within 15 days of receiving a notice of breach from the aggrieved party, or (ii) fails promptly to submit remediation plan to OWNER and diligently implement the same, where the breach is of a nature that cannot be rectified within 15 days.</p> <p>30.3 Upon occurrence of any of the events described in 30.1 or 30.2 above, OWNER may give written notice to the BOO PROCESSOR, if applicable, regarding occurrence of the relevant event and instruct the BOO PROCESSOR to rectify/cure the default within agreed time schedule, and should the BOO PROCESSOR fail to rectify/cure the default to the satisfaction of OWNER within that period, OWNER shall have the right, after the expiration of such time schedule to terminate this Agreement by giving notice in writing to the BOO PROCESSOR</p>	
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			<p>Production Plant permanently including the right to the technology licenses at fair value mutually discussed and agreed.</p> <p>30.4 Deleted</p> <p>30.5 In case of termination of the Agreement, the land lease shall automatically stand cancelled and the BOO PROCESSOR shall lose all rights to use and/or occupy the leased land only to dismantle and remove the Production Plant (including all BOO PROCESSOR's fixtures , fittings , equipments and structures and constructions thereon) if OWNER does not exercise the option to take-over provided in clause 30.3 hereof and handover the vacant land to OWNER clear from all equipments , fixtures and construction whatsoever within 12 (twelve) months from the date of such termination. Should the BOO PROCESSOR fail to clear the leased land of all BOO PROCESSOR's plant, equipment, machinery, fixtures, fittings and constructions (excluding all foundations, concrete pads and footings, and all underground pipelines installed by the BOO</p>	<p>and take over the Production Plant, in case this BOO PROCESSOR opts to sell at fair value mutually discussed and agreed.</p> <p>30.4 Deleted</p> <p>30.5 In case of termination of the Agreement, the land lease shall automatically stand cancelled and the BOO PROCESSOR shall lose all rights to use and/or occupy the leased land only to dismantle and remove the Production Plant (including all BOO PROCESSOR's fixtures , fittings , equipments and structures and constructions thereon) if OWNER does not exercise the option to take-over provided in clause 30.3 hereof and handover the vacant land to OWNER clear from all equipments , fixtures and construction whatsoever within 12 (twelve) months from the date of such termination. Should the BOO PROCESSOR fail to clear the leased land of all BOO PROCESSOR's plant, equipment, machinery, fixtures, fittings and constructions (excluding all foundations, concrete pads and footings, and all underground</p>	
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			<p>PROCESSOR) within 12 (twelve) months from the date of termination of the Agreement, the same or such part thereof as has not been dismantled, removed or have not been taken away from the said land shall vest in OWNER, free from any mortgage, charge, hypothecation, pledge, lien or other third party right or liability (including liability to or in respect of any workmen, staff or personnel, technology licensors) and free of any cost or liability to compensate the BOO PROCESSOR in respect thereof.</p> <p>30.6 Further, In the event of termination on account of BOO PROCESSOR's default as specified in Article 30.2 hereof or for Force Majeure conditions under Article 31 hereof, during the period of Agreement, OWNER shall have the option of taking over the Production Plant free from any mortgage, charge, hypothecation, pledge, lien or other third party right or liability (Including liability to or in respect of any workmen, staff or personnel) and free of any cost of any technology licenses or</p>	<p>pipelines installed by the BOO PROCESSOR) within 12 (twelve) months from the date of termination of the Agreement, the same or such part thereof as has not been dismantled, removed or have not been taken away from the said land shall vest in OWNER, free from any mortgage, charge, hypothecation, pledge, lien or other third party right or liability (including liability to or in respect of any workmen, staff or personnel, technology licensors) and free of any cost or liability to compensate the BOO PROCESSOR in respect thereof.</p> <p>30.6 Further, In the event of termination on account of BOO PROCESSOR's default as specified in Article 30.2 hereof or for Force Majeure conditions under Article 31 hereof, during the period of Agreement, OWNER shall have the option of taking over the Production Plant free from any mortgage, charge, hypothecation, pledge, lien or other third party right or liability (Including liability to or in respect of</p>	
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			<p>liability to compensate the BOO PROCESSOR in respect thereof at fair value by (should be only in case of force majeure) giving the BOO PROCESSOR at the time of issue of the notice of termination written notice of such takeover. Should the Parties be not able to agree on such value within two months, such issue shall be resolved through arbitration. However, such Agreement/arbitration shall not affect the takeover of the Production Plant by OWNER.</p> <p>30.6.1 Also, on exercise by OWNER of the right of takeover, the BOO PROCESSOR shall continue providing assistance to OWNER in operation and maintenance of the Production Plant for a period of 6 (six) months after the takeover, the cost of which shall be reimbursed by OWNER to BOO PROCESSOR during the above period. In case BOO PROCESSOR, on account of takeover of the Production Plant by OWNER opts for arbitration, OWNER shall pay BOO PROCESSOR 50% (one half) of the monthly Fixed Monthly Charges which would have</p>	<p>any workmen. staff or personnel) but with a liability to compensate the BOO PROCESSOR in respect thereof at Book Value.</p> <p>30.6.1 Also, on exercise by OWNER of the right of takeover, the BOO PROCESSOR shall continue providing assistance to OWNER in operation and maintenance of the Production Plant for a period of 6 (six) months after the takeover, the cost of which shall be reimbursed by OWNER to BOO PROCESSOR during the above period. In case BOO PROCESSOR, on account of takeover of the Production Plant by OWNER opts for arbitration, OWNER shall pay BOO PROCESSOR 50% (one half) of the monthly Fixed Monthly Charges which would have been payable but for the takeover as interim payment for the balance of the contract duration or settlement of arbitration, whichever occurs earlier. The interim payment(s) made by OWNER to the BOO PROCESSOR shall be adjusted from the fair value awarded by the Arbitrator(s).</p>	
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			<p>been payable but for the takeover as interim payment for the balance of the contract duration or settlement of arbitration, whichever occurs earlier. The interim payment(s) made by OWNER to the BOO PROCESSOR shall be adjusted from the fair value awarded by the Arbitrator(s).</p> <p>30.6.2 The BOO PROCESSOR shall co-operate with OWNER to ensure a smooth and Complete takeover of the Production Plant by OWNER as herein contemplated.</p> <p>30.7 In the event of termination on account of BOO PROCESSOR's default under Article 30.1 & 30.2 above, OWNER will have the option to forfeit the security deposit/performance bank guarantee of the BOO PROCESSOR, if applicable. In such event, OWNER will take over the Production Plant on an "as is where is" basis free from any mortgage, charge, hypothecation, pledge, lien or other third party right or liability (including liability to or in respect of any workmen, staff or personnel , technology licensors) and free of any cost or liability to compensate</p>	<p>30.6.2 The BOO PROCESSOR shall co-operate with OWNER to ensure a smooth and Complete takeover of the Production Plant by OWNER as herein contemplated.</p> <p>30.7 In the event of termination on account of BOO PROCESSOR's default under Article 30.1 & 30.2 above, OWNER will have the option to forfeit the security deposit/performance bank guarantee of the BOO PROCESSOR, if applicable. In such event, OWNER will take over the Production Plant on an "as is where is" basis free from any mortgage, charge, hypothecation, pledge, lien or other third party right or liability (including liability to or in respect of any workmen, staff or personnel , technology licensors) and free of any cost or liability to compensate the BOO PROCESSOR in respect thereof and complete the Production Plant to meet its requirement of Gaseous Oxygen and Nitrogen. The fair value of the plant in the event of termination would be as per methodology set forth in Article</p>	
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			<p>the BOO PROCESSOR in respect thereof and complete the Production Plant to meet its requirement of Gaseous Oxygen and Nitrogen. The fair value of the plant in the event of termination would be as per methodology set forth in Article 30.6 above. Should the Parties not be able to agree on such compensation, the issue shall be resolved through arbitration.</p> <p>30.8 Except as stated in Article 30.4, neither party shall terminate this agreement in case a) the reason for the other parties breach is of a nature that can't be remedied within 15 days of intimation of breach b) the breaching party has submitted a detailed mutually agreed remediation plan including a reasonable time table for completion and ; c) the party in breach is diligently carrying out the remediation plan and is providing progress reports to the other party on a weekly basis .</p>	<p>30.6 above. Should the Parties not be able to agree on such compensation, the issue shall be resolved through arbitration.</p> <p>30.8 Except as stated in Article 30.4, neither party shall terminate this agreement in case a) the reason for the other parties breach is of a nature that can't be remedied within 15 days of intimation of breach b) the breaching party has submitted a detailed mutually agreed remediation plan including a reasonable time table for completion and ; c) the party in breach is diligently carrying out the remediation plan and is providing progress reports to the other party on a weekly basis .</p> <p>30.9 BOO PROCESSOR may, at its sole discretion, terminate this Agreement by issuance of a Termination Notice (provided the remediation period of 30 days has been provided to Buyer) for the following reasons:</p> <p>a. in the event any Invoice remains outstanding for a period of more than 60 (sixty) days from the Due-Date; or</p>	
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					<p>b. any failure or breach by OWNER under this Agreement or other act or omission which results into an order by the relevant Government Authority, due to which OWNER is restricted from leasing the ASU and related instrumentation and machinery to Seller in compliance with Applicable Law; or</p> <p>c. fraud or willful default by OWNER under this Agreement; or</p> <p>d. occurrence of an Insolvency Event in relation to OWNER; or</p> <p>e. if OWNER fails to provide to BOO PROCESSOR right to use and/or access to the Site Land and/or additional site land or make available the utilities, in accordance with the terms of this Agreement, unless access or entry cannot be provided due to blockage at the Plant entrance by general protests or riots (which protests or riots is not for reasons attributable to the Buyer).</p> <p>In the event this Agreement is terminated by BOO PROCESSOR as above, then without prejudice to its rights under law or</p>	
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					<p>otherwise, notwithstanding anything to the contrary contained in this Agreement, Buyer agrees to pay to BOO PROCESSOR an amount equivalent to the Monthly Fixed Charge as mentioned in this Agreement for the remainder of the Term calculated at Net Present Value ("NPV") with a discounting rate of 10 % as liquidated damages ("Liquidated Damages"). BOO PROCESSOR shall have the right remove the ASU, in case this Agreement is terminated by BOO PROCESSOR as above. The Liquidated Damages shall be paid by Buyer to Seller within 30 (thirty) days from the date of termination.</p>	
65			32	<p>Article 32 . Conciliation and arbitration As per instructions to Bidders</p>	<p><i>32 RESOLUTION OF DISPUTES</i> <i>Mutual discussions</i> <i>In the event of a dispute, the parties shall endeavor to resolve such dispute by discussion in good faith in the first instance within 30 (thirty) days of notice of such dispute. If the dispute is not resolved by mutual discussions,</i></p>	<p>Refer Corrigendum-IV for revised Conciliation and Arbitration clause.</p>

					<p><i>then the same to arbitration.</i></p> <p><i>Arbitration</i></p> <p><i>Any dispute or difference, whatsoever, arising between the parties and/or relating to the construction, interpretation, application, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof, shall be referred to a single arbitrator if both the Parties agree, failing which to a panel of (three) 3 Arbitrators, 1 appointed by the BOO PROCESSOR, 1 appointed by the OWNER and 1 appointed by the two arbitrators. The seat of arbitrator shall be Kolkata</i></p>	
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66			31.7	<p>31.7 In the event that Production in BOO PROCESSOR's Production Plant or OWNER plant is suspended on account of Force majeure , the duration of Agreement shall be extended by such period as mutually agreed between OWNER and BOO PROCESSOR so that BOO PROCESSOR can recover the shortfall in Fixed Monthly Charges due to such Force Majeure , provided that the Agreement is not terminated as a result of such Force majeure in accordance with the provisions of the Agreement.</p>	<p>31.7 In the event that Production in BOO PROCESSOR's Production Plant or OWNER plant is suspended on account of Force majeure then , if the force majeure event occurs in the first 5 years the duration of Agreement shall be extended by three times the force majeure period, if the force majeure event occurs in the after the 5th year till the 10th year the duration of Agreement shall be extended by two times the force majeure period, if the force majeure event occurs in the after the 10th year the duration of Agreement shall be extended by the number of days of the force majeure period, so that BOO PROCESSOR can recover the shortfall in Fixed Monthly Charges due to such Force Majeure taking into account the time value of money, provided that the Agreement is not terminated as a result of such Force majeure in accordance with the provisions of the Agreement.</p>	Refer Corrigendum IV in this regard
67				<p>INOXAP suggests that a new No double jeopardy clause be</p>	<p>A Party shall not be entitled to receive indemnification or</p>	<p>No change. Provision already provided in the NIT.</p>

				incorporated.	damages for any claim to the extent that such indemnification or damages would constitute double-recovery because such Party has already received an indemnification payment or damages in respect of the same matter giving rise to such claim.	
68				INOXAP suggests that the Concept of Deemed Commissioning be incorporated.	OWNER agrees and acknowledges that in case of any delay in installation or commissioning of the ASU beyond the Scheduled Commissioning Date due to reasons not directly and solely attributable to BOO PROCESSOR, then notwithstanding anything contained in this Agreement, BOO PROCESSOR shall be entitled to receive from OWNER and OWNER shall be obligated to pay the Lease Charge and O&M Charges from the Scheduled Commissioning Date and in such case the Scheduled Commissioning Date shall be deemed to be Commissioning Date.	Shall be as per NIT.