

Clarifications to the Queries of Prospective Bidders for the Project “Design-Build- Operate & Transfer Municipal Solid Waste Management Project for the City of Berhampur Municipal Corporation in the State of Odisha”

Pre-bid Meeting for the Project was held on 14th December 2016 at 10.30 AM at OUIDF office under the Chairmanship of Special Secretary HUDD cum Secretary OUIDF.

OUIDF made a brief presentation on the Scope of the Project. The queries raised by the participants were discussed in the pre-bid meeting. The prospective Bidders also submitted written queries by e-mail and the clarifications for the same are given below.

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
1	Kindly Amend the clause as Bidder or its nominated Sub Contractor has satisfactorily completed construction and 1 years of operation of at least of one project for Design, Construction, Commissioning, Operation & Maintenance for Regional Waste Management Center {Leachate (Lagoon) & Septic Tank Sludge (Anaerobic Digester) Treatment Plant} of 140 TPD or more capacity.	Page no 9 clause 2.a Bidder or its nominated Sub Contractor has satisfactorily completed construction and 2 years of operation of at least one municipal solid waste treatment facility (Windrow Compost plant) of 140 TPD capacity	Septic Tank Sludge Management and Municipal Solid Waste Management require different set of expertise and technologies. Hence the same cannot be considered.
2	Bidder or its nominated Sub-Contractor has satisfactorily completed construction and 2 years of operation of at least one solid waste disposal facility (Scientific Landfill)	Page no 9 clause 2.b Bidder or its nominated Sub-Contractor has satisfactorily completed construction and 2 years of operation of at least one solid waste disposal facility (Scientific Landfill)	Please refer Addendum for revised qualification criteria.
3	Kindly clarify what will be the minimum assured Guarantee Waste for Payment.	Page 135 The minimum assured daily quantity of waste shall be 200 MT	Please refer Addendum for revised Minimum Assured Guarantee Waste for Payment.
4	Kindly allow Price Adjustment for Capital Works also	Page 314/337 PRICE ADJUSTMENT	No Change. Price Adjustment is only for Tipping Fees.
5	Kindly reduce it to 5 % of the Design-Build Services Price	ITB 6.5 Security Deposit 10 % of the Design-Build Services Price	ITB 6.5 refers to Performance Security. No change.

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
6	First kept site visit then arrange Pre Bid meeting so that maximum point can cover after site visit	Bid Data Sheet Site Visit	No Change. Bidder can get in touch with Commissioner, Berhampur Municipal Corporation Mr. Sushanta Kumar Mishra for undertaking site visit. Mobile no. 9437224528; City Er. Mr. K.C. Khatua 9938390911
7	Kindly kept Second pre bid meeting and arrange Site visit also	Pre Bid meeting: 14/12/2016 Bid Data Sheet	No Change
8	Kindly declare it after completion of second Pre Bid meeting	Submission date : 16/01/2017 Bid Data Sheet	Please refer Addendum for revised Submission Date.
9	Kindly take one Original and 3 soft copy instead of hard copy	Original and 3 copies. ITB 3.15(1), 4.1(1) and 4.4(2)(a)- Bid data sheet	No Change
10	For experience purpose, it mentions windrow compost plant specifically, If the experience is of Processing Facility with anaerobic digestion technology, same should be valid. Compost Plant is based on anaerobic digestion process. Kindly permit companies with anaerobic digestion technology experience to bid. Accordingly Criteria may be amended.	P-9, Clause-2	Please refer to Addendum for Eligibility Criteria
11	Format is silent on capital cost of static transfer stations, hook lifts and related cost Is the Cost of Static Compactors related civil works and hooklift trucks covered under the design - build-service payments? In article 2, form of Contract 2.1(i) a mentions static compactor stations are included in the design -build	P-86, Price Schedule	Static Compactors related civil works and hook lift trucks form a part of the Minimum Development Obligations as mentioned in Clause 2.4 of Appendix 3C: Technical Standards and Billing Schedule in Appendix 2 of the Contract. Hence the same shall be included in "Total Price for Design-Build

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
	-services		Services and Equipment” in Price Schedule - 1.
12	For O&M Payments, an escrow account to be maintained with 6 months fund for the entire contract period to ensure timely payment are made. It is essential service and delay in payment will result in termination/legal issues. Considering future issues related to short of fund in the corporation, it is requested to incorporate escrow account process.		Please refer Addendum for provision made in document relating to Escrow Account
13	No of Compactors per location is fixed to 2 each. No: Of hook loader trucks/capacity may be pre-fixed to avoid confusion and wrong assessments. Considering 5 sites , minimum 4 nos. hook lift trucks of 16T GVW will be too less to take care of 200TPD. Minimum 8 Nos. trucks should be made mandatory. 8×4 trips ×6 Tons Or the GVW of the proposed truck should be of 25T GVW and accordingly static compactor container size also may be increased. Proposed locations of these static compactors may be provided. What will be distance from these locations to landfill? 100sq.mtr is too less place to accommodate 2 nos. static compactor/containers and other required civil structure. Minimum 400 Sqmtr per site may be planned.	Page 9, Scope of Work. Page 18, 2.4(b)	Please refer Addendum for locations of Static Compactors. The number and specification of vehicles are mentioned in Minimum Development Obligations. The Bidder may propose superior specifications and higher number of vehicles if found necessary. Kolkata Municipal Corporation is operating 2 static compactors within the mentioned area at multiple locations.

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
14	Capacity is shown as 200 TPD Is proposed quantity theoretical assumption or BMC have actual weighment records of the past? If yes, details may be shared. There should be a method in place for an assured payment for the days when primary collection is not being done by BMC and the Contractor is not able to transport or process the garbage on those days. This is because, the scope of primary collection and delivery of garbage to static compactor is not in the scope of work of the Contractor. The assured payment will take care of the fixed cost of both capital costs/and other fixed costs.		The Contract provides Minimum Assured Quantity to the Contractor against which Payment shall be paid to the Contractor during the O&M period. Please refer Addendum for the Minimum Assured Quantity. The Minimum Assured Quantity shall be met on a monthly basis.
15	It says the scope of work shall include road works including access roads kindly elaborate? Access roads up to the plant area may be constructed by BMC	Page 45, Site plan	Contractor's scope of work would include only the Access roads / internal roads within the battery limit of the site. Access road upto the site is already available.
16	Kindly Clarify who will make payments to Independent Engineer?	7.2.6, Payments to IE	Payment to IE will be made by BeMC/ OUIDF
17	As per the Request to proposal, the operator should establish 200 TPD Capacity MSW Processing Plant. It would be viable if the Authority can give minimum assured quantity and its monthly payment should be made by the Authority irrespective of waste	Invitation for Bid Scope of Work Page#9 Design, Build, Testing, Commissioning of 200TPD capacity MSW Processing Plant(Compost Plant) together with pre-sorting facility and O&M for 20 Years.	The initial capex quoted by the Bidder in Price Schedule -1 under "Total Price for Design-Build Services and Equipment" shall be completely borne by the Authority. The payment shall be made as per clause 1.2 (3) in Appendix 2 of the

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
	generated as the operator is investing huge amount without any financial grant from the Government.		Contract. Please refer to Clause 3.11 (4) (ii) (a) "The bidder's attention is drawn to SCC Para 19 in reference to GCC 5.1.2 (b) which specifies the minimum amount payable to the Operator on account of Tipping Fee based on the minimum assured quantity of daily waste available for transportation to the facility and subsequent processing even if the actual quantity of waste available is less than the minimum assured quantity."
18	We request the Authority to obtain all the approval and clearances of Centre/ State pollution board as it would be feasible and faster to get approval directly by the Authority. Also please indicate the longitude and latitude points of the site.	Clause # 2.1.3(f) Page#175 Obtaining all approvals, permits including building permits, and licenses for the Design-Build Services, except for those approvals, permits or licenses that the Owner is explicitly required to obtain itself under the Applicable Law in which case the operator shall prepare all documentation and provide assistance to the Owner in obtaining such approval, permits or licenses;	The project already has Environmental Clearance and Consent to Establish. However, for additional capacity of processing plant, BeMC will obtain Environmental Clearance.
19	This is a PPP Project, where in the operator should perform the services for long period of time and it would be difficult to share and present the audited balance sheet every year exclusive related to this project. Hence we request the authority to provide the provision of	Clause # 1.8.4 page 111 The Operator shall submit to the Owner, no later than 90 days after the end of the Operator's Fiscal years, the annual audited accounts of its own finances for each of the Operator's fiscal years that occur during the Contract Term.	No Change

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
	incorporating the SPV to operate the project because at the end of concession period all the assets should be transferred to the Authority		
20	All the ULB's across the nation are providing a specific grant to develop the MSW Projects as this is a social development project. Hence we request the Authority/ULB to provide specific grant of 50% under Swachh Bharat Mission for this proposed project keeping in view in reducing the tipping or processing fee.		The initial capital expenditure quoted by the Bidder in Price Schedule -1 under "Total Price for Design-Build Services and Equipment" shall be completely borne by the Authority. The payment shall be made as per clause 1.2 (3) in Appendix 2 of the Contract. Please refer to Clause 3.11 (4) (ii) (a) "The bidder's attention is drawn to SCC Para 19 in reference to GCC 5.1.2 (b) which specifies the minimum amount payable to the Operator on account of Tipping Fee based on the minimum assured quantity of daily waste available for transportation to the facility and subsequent processing even if the actual quantity of waste available is less than the minimum assured quantity."
21	All equipment vehicle machinery to be approved by Independent Engineer. This should be approved before our quote or include such list in the tender document	Page-13, ITB Clause No.1.1B Equipment Procurement	The Minimum Development Obligation provides a list of Vehicles and Equipment for the project along with their specifications. The Bidder may propose additional vehicles with superior specifications as found

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
			necessary by him. The designs and equipment will be approved by the IE after the work is awarded.
22	As per tender document condition Mobilization advance will be paid in two installments. We request you that Bank guarantee also to be allowed to submit in two installments.		No Change
23	We suggest that Machinery and vehicle payment to be paid in installments of Rs.50 lacks clubbing 2/3 items instead of all items in one stroke.		No Change.
24	We request to allow us to design layout plan to suit operations of the processing plant.		The designs provided are indicative. The Contractor shall prepare the designs and get it approved from the Independent Engineer.
25	Sir,M/s SaurashtraEnviro Projects Pvt Ltd has developed & is operating Integrated Common Hazardous Waste Management Facility(TSDF) on Built, Own and Operate (BOO) basis in the state of Gujrat since last eight 8 years. We request /suggest to please consider Technical Qualification of Project Development(on BOO basis) demonstrating experience in designing , engineering, procuring, commissioning and operating Secured Landfill (SLF) of Hazaradous Waste.	Invitation For Bid(NCB) 2. Qualification requirements as listed briefly below are required to be fulfilled by the Bidder.(Bidder are advised to refer to the Bidding Documents for complete details) A. Technical The Bidder shall provide evidence that during 5 years preceding the Bid Submission; a) Bidder or its nominated Sub-Contractor has satisfactorily completed construction and 2 years of operation of at least one municipal solid waste treatment facility(Windrow Compost Plant) of 140 TPD	Please refer clause 1.4(b) which defines Solid Waste Disposal Facility for the Bidding Documents.

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
		capacity and b) Bidder or its nominated Sub-Contractors has satisfactorily completed construction and 2 years of operation of at least one solid waste disposal facility(Scientific Landfill)	
26	<u>Qualification requirements of Bidder</u> A. Nominated Sub-Contractor: Please define the Nominated sub-Contractor. B. If the nominated subcontractors having experience as per requirements specified in sections 1.5 (a) and 1.5 (b) but it's not a part of JV can be acceptable for bidding		Please refer Addendum for Qualification Criteria
27	<u>Lead Partner</u> : The lead partner shall satisfy the requirements specified either in section 1.5(a) or 1.5(b) and the same or any of the other partners shall meet the balance requirements specified in sections 1.5(a) and 1.5(b)		Please refer Addendum for Qualification Criteria
28	<u>Financial Capabilities:</u> Request to revised the average annual turnover of minimum INR 15 Cr. during the last three financial years.		Please refer Addendum for Qualification Criteria
29	Request to revised bid security Rs.1500000.00		No Change
30	Please clarify the approach roads are available up project and Landfill site		A 5m wide Blacktopped road is available upto the site.
31	A. How much land (in Acre) provided for Project?		Land details are provided in the Bid Document. Land

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
	B. BMC execute the land lease on the name of JV Partner or SPV. C. How much rent of the land (Acre/Year)		is in possession of Berhampur Municipal Corporation. Land lease agreement will not be executed as it is not a PPP project. Rent is not payable by the Successful Bidder during the Contract Period.
32	The project can be executed through SPV formed by the JV Partners		No change.
33	So as per above criteria Jagruti may nominate any Subcontractors who is having above Compost Plant & Landfill experience may be considered as eligible	Qualification Criteria Bidder (Bid document page-39 to 41) Clause 1.5 Bidder shall provide evidence that during last 5 years preceding the bid submission a) Bidder or its nominated sub contractor has satisfactorily completed construction and 2 years of operation of at least one municipal solid waste treatment facility (Compost Plant of minimum 140 TDD capacity or above. b) Bidder or its nominated sub contractor has satisfactorily completed construction and 2 years of operation of at least one municipal solid waste disposal facility (Scientific Landfill)	Please refer to the Addendum for the Qualification Criteria.
34	Further as regards to Financial capabilities, whether Turnover of Sub contractors shall be taken together with the bidder for evaluating three years average turnover of Rs.40 Crore or only Bidders turnover shall only be taken into account, please clarify.		Only Bidders turnover shall be taken into account. Please refer Addendum with respect to deployment of Sub-Contractors

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
35	The scope of the tender includes, a) Secondary Transportation. b) Processing of MSW. c) Final disposal in Sanitary Landfill Site. We request you to kindly allow bidders to bid for either 2 activities, since transportation of MSW is a localised activity and processing of MSW is a technology driven activity.		No Change
36	The Grant for all the 3 activities should be bid for separately		No Change
37	The tipping fees for all the 3 activities should be bid for separately.		No Change
38	Environmental Clearance and Consent to Establish should be provided to the Bidder since it requires the land to be approved by the SPCB and the Land is owned by the ULB		The Project already has Environmental Clearance and Consent to Establish.
39	The Bidder should be allowed to use any technology suitable to process MSW and have compost as one of the finish products.		No Change
40	In the technical qualification criteria clause no 2(A) -Page 9 -We suggest that as the project is of MSW processing the experience required should be relaxed to MSW Processing by any technology(and not specific to Windrow Composting) Windrow Composting is well known technology and can be		Please refer Addendum for the Qualification Criteria

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
	executed by any project EPC company who has experience in the field of MSW Processing. Therefore we request you to kindly relax this technical parameter to “ (a) Bidder or its nominated Sub-Contractor has satisfactorily completed construction and 2 years of operation of at least one municipal solid waste treatment facility of 140TPD Capacity.		
41	The current generation and collection capacity of MSW in Berhampur is 150-180 TPD. It will take quite a few years for it to come to generation capacity of MSW to 250 TPD. If the contractor sets up 250 TPD of MSW processing plant(Compost{+RDF/recycle unit},the plant will be working under capacity for many years and few of the equipment may even stay idle for a long time and may even get rusty. Each secondary transfer station(5 nos) should have a capacity of 50 TPD for its plant & machinery. However current capacity utilization will not be more than 30 TPD for plant and machinery at each transfer station. In both cases (Processing +Transfer station) the project cost and the O&M will be higher. Please clarify our doubts on the above matter		Please refer Addendum for the capacity of the Processing Facility. Each transfer station (2 static compactors per station) will have capacity of ~20 T. Depending on number of trips the entire waste generated can be transported to the site.
42	Need clarification on Appendix-2 of term of procedure of payment for the		Please refer Addendum for Procedure for Payment and Mobilisation Advance.

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
	"Contract for Design Build Operate and Transfer". Repayment of mobilization advance in the Appendix2 of the draft contract is not clear		
43	Kindly provide the minimum wages applicable for skilled,semiskilled and unskilled labour at your place.Also in case of any upward revision of wage components or any addition components by Govt. Subsequently during the project period should be reimbursed by you.		No Change
44	As the project allows transportation and processing by different parties, kindly allow payment to be made separately to each party for ease of taking all licenses and clearances by them separately		No Change
45	The Equipment's specified for transportation and processing are very high in comparison to the waste generation. The same should be provided by the tenderer as required phase-wise and as per generation requirement.		No Change
46	Kindly confirm if the processing site is having all clear title and completed legal clearances.		The site is in the possession of Berhampur Municipal Corporation.
47	The secondary collection entirely depend on the primary collection. Hence there should not be penalty for any reduced secondary transportation quantity and adequate segregated waste to be provided to us at secondary points.		No Change. Please refer Addendum for Minimum Assured Quantity for payment purpose.

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
48	As the project duration is very long, we should be given the liberty to change any suitable technology and design of vehicles.		No Change.
49	There should be minimum assured quantity of waste of 150 MT in order to evaluate the offer properly.		Please refer Addendum for Minimum Assured Quantity
50	Kindly provide the pattern of capex disbursement and portion of both transportation and processing equipment's		The capital Expenditure payment shall be made as per the "Billing Schedule for Design Build Services" provided under Appendix 2 of the Contract. Please refer Addendum.
51	Please appreciate road sweeping activity consist of approx. 40% of Municipality Solid Waste Management Activity, the experience of Mechanical road sweeping should also be considered as eligibility criteria of General Experience condition. Please consider experience of cleaning of at least 50 Km of roads or any other B.T. surface and concrete surface per day using mechanical road sweepers of similar capacity for a minimum period of 5(Five) successive financial years for a Government, State Government ,local body(i.e Municipal Corporation), PSU, airport, or port in India. Please also clarify whether experience of nominated Sub Contractor will be also considered if the sub - contractor will not be JV		Please refer Addendum for Qualification Criteria. Road sweeping experience shall not be considered.

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
	Partner.		
52	Please appreciate that all the financial activities will be carried out by Financial Partner. Hence for better tender participation we request that any partner of the Consortium should be considered as Lead Partner irrespective of the equity share and technical experience. The consortium should be given the right to choose its Lead Partner		No Change
53	Please appreciate that the EMD of the tender is Rs.35 Lakhs, being consider the 1% EMD it seems the Estimated Project Cost is approx Rs.35 crore.The completion period mentioned is 18 Months. Hence the annual amount of work is carried out Rs.20 Crores. Hence request you to kindly consider Average Turnover of last 3 Years as Rs.20 Crore for better participant from Bidders.		No Change
54	Please clarify whether the project site location is flood prone zone or not.		Environmental Clearance has been obtained. All environmental aspects have been taken into account.
55	Please clarify whether roads towards the treatment plant site & landfill site are approachable or not.		A 5m wide Blacktopped road is available upto the site.
56	Please provide the soft copy of topographical drawing of the Project		AutoCad file of topographic drawing would be provided along with the pre-bid clarifications.
57	Please clarify whether the proposed project has statutory clearances from		The project already has obtained Environmental Clearance from SEIAA and

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
	Pollution Control Board or from any other organizations for smooth commissioning of the project.		Consent to Establish from Odisha State Pollution Control Board.
58	Please clarify whether the Tipping Fee will be provided during the construction stage of the project plant and Secondary Transportation also.		The initial capital quoted by the Bidder in Price Schedule -1 under "Total Price for Design-Build Services and Equipment" shall be completely borne by the Authority. The payment shall be made as per the "Billing Schedule for Design Build Services" provided under Appendix 2 of the Contract. Please refer Addendum. Tipping Fee is paid during O&M period as per the Contract.
59	The National holidays 26 th January, 15 th August & 2 nd October and Festival of Holi & Diwali should be considered as paid holidays.		No change.
60	Should the Security deposit/EMD be in DD form?		Security Deposit will be in the form of Bank Guarantee.
61	What is the maximum CAPEX for the Project		No Comments
62	In tender document it is mentioned that the selected bidder shall be responsible for obtaining Consent to Operate from Odisha State Pollution Control Board. All other relevant Statutory Clearances from the concerned Authorities shall be obtained by selected Bidder only (in page no. 13 under section 1.1 and also in page no. 14 under the same		The project have been granted Environmental Clearance from SEIAA and Consent to Establish from Odisha State Pollution Control Board. However, ULB shall obtain Environmental Clearance for expansion of capacity for Processing Plant.

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
	section). However, during the pre-bid meeting it was clearly mentioned that these are the responsibilities of OUIDF or the municipality. Can you please confirm regarding this		
63	For detailed bid preparation as per the specifications of the tender document, an extended deadline will be beneficial. Are there any chances of extending the bid submission date		Please refer Addendum.
64	After successfully winning the tender, what is time frame to start the work		After signing of contract, the work shall commence within 60 days.
65	Who will be the point of contact to clarify any other doubts during bid preparation		Any doubts during bid preparation shall be sent in writing to Commissioner BeMC mcbemc08@gmail.com with a copy to ouidf.hudd@gmail.com . Last date for sending any query shall not be later than 10 working days before Bid Due Date.
66	Any clarification on the right to reject non-municipal solid waste such as debris, hazardous waste, biomedical waste, etc. if they are delivered to the treatment plant? (As discussed during the pre-bid meeting)		Please refer Appendix 2: Terms and Procedures of Payment Clause 1.3 (a). Non-Conforming waste shall be rejected by the Operator at the site of receipt of the waste (Secondary Transfer Station/ at the SWM site). Please refer Addendum.
67	Will the initial plant capacity be 150 TPD as discussed during the meeting?		Please refer Addendum.
68	How are the financial risks for the bidder addressed if the project doesn't start or delayed due to an unplanned hurdle with respect to		Environmental Clearance and Consent to Establish has already been obtained.

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
	environment clearances, approvals, etc.		
69	1. The Bidder should be required to provide evidence that during 5 OR MORE years as we have built and are successfully operating MSW Treatment facility for over 15 years. 2. The bidder should meet condition (a) OR condition (b) instead of the current requirement of (a) AND (b)	2.A The Bidder shall provide evidence that during 5 years preceding the bid submission: (a) Bidder or its nominated Sub-Contractor has satisfactorily completed construction and 2 years of operation of at least one municipal solid waste treatment facility (Windrow Compost plant) of 140 TPD capacity; and (b) Bidder or its nominated Sub-Contractor has satisfactorily completed construction and 2 years of operation of at least one solid waste disposal facility (Scientific Landfill)	Please refer Addendum for revised qualification criteria
70	Kindly elaborate on the mechanism for the operator to claim from the Owner the cost incurred in normal repair and maintenance resulting from normal wear and tear.	9.1.(2) The Operator shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facility arising out of or resulting from normal wear and tear	The Tipping Fees quoted as per Price Schedule - 2 "Price for Operation and Maintenance Services" should include cost of repair and maintenance during the O&M period. Please refer SCC Clause no. 31 & 32 which mentions that Defects Liability Clause is deleted. Please refer Addendum.
71	Need clarification on the Transfer of Ownership of Equipment. The clause should be amended to say transfer of Ownership to occur at the end of the contract period.	9.3.1. Transfer of Ownership (1) Ownership of the Plant and Equipment, including spare parts, to be imported into the Country shall be transferred to the Owner upon delivery at the Site.	No Change

Sr. No.	Pre-Bid Query	Clause No. reference	Clarification
72	The aggregate liability of the Operator to the Owner shall not exceed 10% of the total Contract Price.	9.2(b) the aggregate liability of the Operator to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the aggregate of the total Contract Price (including the Monthly Operations Payment times the original estimate of months during the Operations Period), provided that this limitation shall not apply to any obligation of the Operator to indemnify the Owner with respect to patent infringement.	No Change
73	The Operator must give functional Guarantee of the entire plant as against individual equipment.	9.12 Functional Guarantees	No Change
74	Delay in Completion - Liquidated Damages should be for the total Project Completion and not activity-wise.	14 Delay In Completion	No Change
75	Procedure for calculation of the % of Physical Work Completion shall be mutually agreed upon by the Owner, Operator and the Independent Engineer within 30 days of effective date of Contract.	Appendix-2 APPENDIX 2: TERMS AND PROCEDURES OF PAYMENT	Please refer Addendum relating to Payment during Construction.