
	TENDER DOCUMENT FOR PRE-PROJECT ELECTRICAL WORKS (SUPPLY & ERECTION) AT TALCHER, ODISHA	PC-150 / E / 106 / P1	0	
		DOC. NO.	REV.	
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LOT-1

To,

M/s TALCHER FERTILIZERS LIMITED.



Sub : Pre Project Electrical works at Talcher, Odisha

Tender No : NIT NO. : PNP/PC-50/E/106/NCB.

SL. NO.	REFERENCE OF BIDDING DOCUMENT				Subject	BIDDER'S QUERY	OWNER'S REPLY
	SEC. NO.	Page No.	Clause No.				
1	General Conditions of contract	15 of 68	7	Validity		In the first clause, tender validity is mentioned as 4 months from the date of opening of tender. While in the other clause, validity is mentioned as 120 days from the date of techno-commercial opening. Please confirm us the exact bid validity period.	Bid validity shall be as per point no. (F) of Section-1 of IFB i.e. 120 days from the date of techno-commercial opening.
	Section 1, Invitation for Bid	Page 4 of 99	F	Bid Validity			
2	Special Condition of contract (SCC)	Page 200 of 506	47			Please share with us Attachment-3.1 (Annexure to Special Conditions of Contract) –HSE requirement which we did not find in the tender specification.	Attachment 3.1 attached in the reply

3	Tender Specification					Please let us know if any type of statutory clearances are required i.e. Project license, Drawings approval from Electrical Inspector, Electrical Inspection from C.E.I and Charging clearance from C.E.I, Bhubaneswar Odisha.	The contractor shall arrange/obtain the inspection/approval/clearance from Electrical Inspector of Odisha; C.E.I; C.E.I, Bhubaneswar Odisha as well as other approval/clearances, as required for the Complete Electrical installation covered under this NIT. Also, any modification / rectification as required by statutory authorities shall be carried out free of cost by the contractor.
4	Tender Specification			Scope of works		Please let us know if any type of transmission line work is under this contract scope of work.	Tapping of power from existing nearby 132 KV Tower of OPTCL including supply & erection testing & commissioning of all material required, shall be in scope of Bidder. Necessary co-ordination/liaisoning with OPTCL shall be in Bidder's scope.
5	Tender Specification					Please let us know expected time duration for approval of drawings from customer/consultant end being this is a fast	Time Duration for approval of drawings shall be approx. 2 weeks.
6	General Conditions of contract			101 Insurance		ABB will arrange standard Marine cum Erection All Risk policy from IRDA approved insurer covering the risk based on terms & condition agreed by ABB with insurer. Identity of the insurers and form of the policies including policy deductible shall be as per ABB arrangement. Please confirm your acceptance.	Insurance shall be as per GCC clause no. 101.
7	General Conditions of contract			101 Insurance		Third party liability is add-on cover under EAR policy and excluding employers personal & property. The award of compensation would be as awarded by court. Please confirm your acceptance.	Shall be as per GCC
8	General Conditions of contract			101 Insurance		Employer will be added as "Additional Insured" not as Joint name. ABB will arrange insurance policy form one of the renowned insurer. Please confirm your acceptance.	Shall be as per GCC
9	General Conditions of contract			102 Damage to property.....		Third Party liability is Add-on cover under EAR policy, excluding owners personal and property. Please confirm your acceptance.	Not acceptable. Shall be as per GCC

10	Priced Schedule – Section VII part A,B & C- Schedule of Rates					Please provide us the Editable / Excel file of Priced Schedule – Section VII part A, B & C- Schedule of Rates.	Editable / Excel file of Priced Schedule – Section VII part A, B & C- Schedule of Rates is not possible as per our standard practice.
11	Forms & Format (F1-F24),					Please provide us the editable file of Forms & Format (F1-F24), Schedules etc.	Editable file of Forms & Format (F1-F24), Schedules etc. as per our standard practice.
12	General					Please provide us the Soil Test report / Soil Data of the Talcher site.	Not available with us
13	General					Please provide us the Pre Bid Queries & reply raised by all other bidders / clarifications for this subject tender.	We have not received any queries from Bidders and no Pre Bid meeting was held for this tender.

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To,
M/s TALCHER FERTILZERS LIMITED
Sub : Pre Project Electrical works at Talcher, Odisha
Tender No : NIT NO. : PNPM/PC-50/E/106/NCB

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	OWNER'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		
1	1	5	1.1.2.1	Scope	<p>Our scope of work is limited to incoming line gantry and termination of I/C line on the respective gantries including necessary hardware, termination, accessories provided by others. Please confirm.</p>	<p>Tapping of power from existing nearby 132 KV Tower of OPTCL including supply & erection testing & commissioning of all material required, shall be in scope of Bidder.</p> <p>Bidder shall visit the site and collect all relevant information required for designing of complete system before quoting.</p> <p>Also, Bidder shall coordinate with OPTCL for exact location of tapping, metering & protection requirement etc.</p>
2				Scope	<p>Kindly provide the Layout of existing switchyard along with marked area for new bay constructions.</p>	<p>Layout of Existing Switchyard is not available. Bidder shall visit the site and collect all relevant information required for designing of complete system before quoting. Area of Existing Bays shall be utilised for New 132 kV Switchyard.</p>



3	1	5	1.1.2.2	Scope	Kindly provide the detail drawing of new Control Room along location.	Layout of Control room shall be developed by the Bidder.
4	1	5	1.1.2.6	Scope	As per specification kindly provide the detail drawing of existing building at SGP area with detail of modification to be done by bidder.	Layout of Existing Substation Building at SGP Area is not available. Bidder shall visit the site and collect all relevant information required for designing of complete system before quoting.
5	1	5	1.1.2.1	Scope	We are not envisaging bus formation and incoming bay & Transformer bay to be in back to back position, confirm the same.	Bus formation is required.
6	VII	2	1.1	SOR	We are not envisaging ACSR conductor for lightning protection the same to be done through Shield Wire.	Noted.
7	PC150-7411A-0985A	1		SLD	We are presuming 0.5mHenry suspended type WT to be used for this subject project. Please confirm the same with current rating.	Wave Trap shall be designed by Bidder in line with OPTCL requirement.
8	PC150-7411A-0985A	1		SLD	As per standard practice we could not find dedicated tariff metering CT and PT in tender SLD however as per specification separate building shall be provided near switchyard for housing metering panel for OPTCL. Kindly explain the exact requirement.	Bidder shall provide Tariff Meter as well as CT, PT etc. of approved make of OPTCL and Specification shall be in line with OPTCL requirement. Also, all liaisoning with OPTCL shall be in scope of Bidder.
9	VII	2	1.1	SOR	We are envisaging mechanically ganged Horizontal double break isolator with motor operated main blade & manual operated Earth switch for this subject project. Please confirm the requirement.	Noted. Necessary interlock among Isolator, Earthing Switch and Circuit Breaker shall be provided.
10				Scope	The minimum weight of the zinc coating shall be 610 gm/sq.m to be considered for all structural Steel	Noted.

11	VII	2, 14	1.1, 13.1	SOR	We understood that in SOR Sl. No.13.1.i and as mentioned ACDB in Sl.No.1.1 both are same hence we are not considering cost/ price of ACDB in Sl.No.1.1 of SOR	Auxiliary Supply Distribution Board (ASDB), asked for in Sl. No. 13.1 i shall be placed in Existing Substation Building at SGP Area whereas ACDB included in Sl. No. 1.1 is Switchyard ACDB for AC Power Distribution for switchyard equipment as required. Hence 13.1 i shall be quoted separately ,based upon Technical Specification, SOR and Single Line Diagram. Cost towards Switchyard ACDB shall be included in Price to be quoted against Sl. No. 1.1.
12	1	28	2.2.1.16.1,3	Scope	The quantity of 150AH Ni-Cd Battery Bank and it's charger not specified in SOR however as per specification we are presuming that two Sets of Battery Bank required as one set to be act as main source and second one to be treated as redundant source. And for Battery Charger one Float Charger to be act as main and one Float cum Boost Charger to be consider as standby. Please confirm and also incorporate these in SOR	One Set of Common battery Bank shall be provided. Battery chargers shall consist Main Float cum Load charger, Standby Float cum Load charger and Boost charger, as per NIT. This item is covered in Sl. No. 1.1 of SOR. Cost towards same shall be included in Price to be quoted against Sl. No. 1.1.
13	VII	2	1.1	SOR	Please confirm the DC Power source for PLCC equipment.	Bidder shall liaison with OPTCL for all requirement of PLCC System and offer the same accordingly in the bid. DC Power required shall be provided from DC System of the Bidder.
14				SOR	Please incorporate the requirement of Emergency DCDB in SOR as mentioned in specification.	DC System (Battery Charger with Battery Bank and DCDB) is covered in Sl. No. 1.1 of SOR. Cost towards same shall be included in Price to be quoted against Sl. No. 1.1.

15	VII	4	1.1	SOR	We are considering 100mm gravel spreading as per standard practice instead of 200mm, confirm the same.	Gravel spreading shall be as per SOR.
16	VII	2	1.1	SOR	We are considering single Emergency Push Button Station for 132/11kV Transformer. Please confirm the requirement.	Noted.
17	VII	3	1.1	SOR	We are envisaging Single BMK for both Line Bay and Transformer bay. Please confirm the requirement.	BMK shall be separate for Line Bay and Transformer Bay.
18	VII	3	1.1	SOR	We understood that in SOR Sl. No.6.3 and as mentioned LT Power & Control Cable in Sl.No.1.1 both are same hence we are not considering cost/ price of LT Power & Control Cable in Sl.No.1.1 of SOR. Please confirm the requirement.	LT Power and Control Cables, as required for various equipments and Control Panels of Switchyard is included in Sl. No. 1.1. Cost towards same shall be included in Price to be quoted against Sl. No. 1.1 . SOR at Sl. No. 6.3 shall be quoted separately.
19	2	31	3.1.2.2.d	Scope	We are envisaging Nitrogen Injection Fire Prevention and Extinguishing System to be applicable only for 20/16MVA, 132/11.5kV Power Transformer. Confirm the same and in corporate in SOR.	Noted. The cost towards same shall be included in Sl. No. 1.1. For Transformers in Existing Substation Building at SGP Area, Nitrogen injection system shall be considered and Cost toward same shall be included in cost of transformers.
20	VII	4	1.1	SOR	We are not envisaging any unspecified equipment for safe proper, trouble free and efficient operation of 132kV Outdoor Switchyard. Please confirm the requirement.	Any other equipment, not specified, but required for safe, proper, trouble free and efficient operation of the 132 kV Outdoor

21				Scope	Kindly provide the spacing of existing earth mat.	Layout of Existing Earth Mat is not available. New Earth Mat shall be considered and same shall be in scope of Bidder.
22	Technical Specification for CRP		3.1.12	Summation CTs	Please let us know the purpose of summation CT's in line bays.	Summation CT is not required.
23	Technical Specification for CRP			Measuring meters	Please confirm whether the require meters shall be direct driven or transducer driven.	Meter shall be direct driven. However, provision shall be made for installation of transducers, if required in future.
24	Technical Specification for CRP		3.1.1.2.3	Local Breaker Back-up Trip	We will consider this function as inbuilt of main relays. Please confirm the acceptance.	Noted.
25	Technical Specification			Summation CTs	This function will be achieved by the relay through software. Please confirm the acceptance.	Noted.
26	Section 1 General Specs		1.8.1	Spare Parts	Kindly provide us the list of spares parts required.	Spares shall be quoted as indicated in the SOR.
27	Section 1 General Specs		1.9	Tools	Kindly provide us the list of tools and tackles require to be quoted.	At least one set of all special tools required for maintenance of the equipment shall be
28	Single Line Diagram				Whether we need to offer bus bar panels also as the SLD calls for Busbar differential relays?	Bus-bar Differential protection is not required.

29	Single Line Diagram Note 6			Tariff Meter	Please furnish the requirement of tariff metering at 132kV Bay. Also share the technical specification of the same. If it is require then the same shall be included in section VII schedule of rates.	Bidder shall provide Tariff Meter of approved make of OPTCL and Specification shall be in line with OPTCL requirement. The same shall be included in Sl. No. 1.1 .of SOR. Also, all liaisoning with OPTCL shall be in scope of Bidder.
30	Single Line Diagram Note 16				Please clarify the requirement of 132V switchyard interface with load management system. If it is require then the same shall be included in section VII schedule of rates.	There shall be provision of interface with Load Management System. The same shall be included in Sl. No. 1.1 .of SOR. Interfacing shall be required in future.
31	Single Line Diagram				Is there any requirement for Transformer protection relays for 11KV side. If yes then please confirm the requirement.	Please refer Feeder Details of Incomer & Spare Incomer Feeder of 11 kV Switchboard.

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BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s TALCHER FERTILZERS LIMITED
Sub :
Tender No :

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	OWNER'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		
1	Section III (ITB)	23	12.7	Further, Bidder shall also mention the Service Accounting Codes (SAC) /Harmonized System of Nomenclature (HSN) at the designated place in SOR.	Kindly clarify Owner to issue Two Separate Contract, one for Supply and the other one for Service. As SCC 60.1 The award of work shall be on 'Work Contract Service' basis.	The award of work shall be on 'Work Contract Service' basis, means single contract for Supply and Services shall be issued



2	Section III (ITB)	24	13.8	<p>In case OWNER is required to pay entire/certain portion of applicable GST (CGST & SGST/UTGST or IGST) and remaining portion, if any, is to be deposited by Bidder directly as per GST (CGST & SGST/UTGST or IGST) laws, entire applicable rate/amount of GST (CGST & SGST/UTGST or IGST) to be indicated by bidder in the SOR.</p> <p>Where OWNER has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and</p>	<p>Kindly clarify Owner to discharge applicable GST Liability on Freight component of the Supply Items.</p>	<p>Bidder query is not clear</p>
				<p>OWNER has paid or is /liable to pay GST (CGST & SGST/UTGST or IGST) to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to TFL or ITC with respect to such payments is not available to OWNER for any reason which is not attributable to OWNER, then OWNER shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OWNER to Contractor / Supplier.</p>		

3	Section III (ITB)	25	13.1	Anti-profiteering clause: As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.	We understand as the Bidder to Quote for the Tender after 1st July 2018, Anti Profiteering clause is not applicable. Kindly Confirm.	Noted. However, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.
4	Section IV (GCC)	54	98.1	The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State	We understand with roll out of GST w.e.f 1st July 2017, extant Taxes, Duties, Octroi, etc as mentioned in GCC 98.1 no more applicable, and subsumed in GST. Kindly confirm.	GST will be paid as extra and all other taxes & duties, and charges considering the works contract to be considered by the bidder in their price.

				<p>Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.</p>		
5	Section IV (GCC)	54	99.1	<p>Tenderer should quote all inclusive prices including the liability of Sales Tax/Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in</p>	<p>We understand with roll out of GST w.e.f 1st July 2017, extant Sales Tax, Turnover Tax, etc as mentioned in GCC 99.1 no more applicable, and subsumed in GST. Kindly confirm.</p>	Noted

				execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.		
6	Section IV (GCC)	54	100.1	Tenderer should quote prices inclusive of excise-duty and sales tax applicable on finished product. Any statutory variations in Excise Duty and sales tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to GAIL. However, any increase in the rate of these taxes and duties (E.D. and S.T.) beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to GAIL.	We understand Employer to pay Statutory variation on Taxes (GST as applicable w.e.f. 1st July 2018) on finished Products during contractual completion period. Kindly clarify.	Statutory variation on Taxes (GST)) on finished Products during contractual completion period. Shall be to Contractor's account. However, Statutory variation on "Works Contract" shall be payable.
7	Section V (SCC)	30	60.1	The award of work shall be on 'Work Contract Service' basis. The contractor shall be responsible for payment of any tax levied on the transfer of property and goods involved with relevant GST act and rules made there under including amendments, if any. The contractor shall be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and any taxes/ duties/ levies being charged by the Contractor would be claimed by issuing proper tax invoice/challan indicating details/	Kindly clarify Owner to issue Two Separate Contract, one for Supply and the other one for Service. As per ITB 12.7 Bidder to provide SAC and HSN code each line item. OR Owner to issue one single Contract as Works Contract with applicable GST - SAC. Kindly clarify BOCW is to be discharge by Owner. If No, BOCW is to be deducted on Total Contract Value OR Only on the Service portion of the Contract.	Please refer reply of point no.1

				elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention correct and valid registration number(s) on all tax invoices raised to TFL		
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To,
M/s TALCHER FERTILZERS LIMITED
Sub : Pre Project Electrical works at Talcher, Odisha
Tender No : NIT NO. : PNPM/PC-50/E/106/NCB

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	OWNER'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		
1	GCC		Clause 80 (including 80.1 , 80.2 & 80.3)	LIMITATION OF LIABILITY	Kindly clarify Sub-clause 80.3 is applicable or not applicable? In case if not applicable, we request you to reinstate and make applicable.	Clause 80 including 80.1 , 80.2 & 80.3 are applicable to NIT
2	GCC		26.1		Force majeure definition to be modified to include "events beyond the reasonable control of the parties".	As per NIT
3	GCC		26.1		We request to modify the statement as below: the EMPLOYER Parties shall have the option to terminate the CONTRACT or re-negotiate the contract provisions..	Shall be as per NIT
4	GCC		27.1 (Price reduction schedule)		We request to modify the statement as below:be reduced by ½ % of the total contract Price of the delayed portion of the Work per complete week of delay....	Shall be as per NIT
5			Clause 29.1 (Failure by the contractor to comply with the provisions of the		The provision of this clause shall apply only if the maximum cap under the Contract for Price Reduction Schedule is reached.	Not Possible. Shall be as per NIT

6			Clause 45.1 & 45.2 (Delays by employer or his authorized agents)		We request you to delete the below mentioned point from this clause. No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted The CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.	Not Acceptable shall be as per NIT
7			50		We request to accept Title transfer shall be Ex-works.	Not accepted shall be as per NIT
8			Clause 60.2 (I) e		We request the below mentioned modification in the clause :by or is not less than plus/minus (2 15% of the VALUE OF CONTRACT.	As per NIT
9			Clause 77 (Suspension of works)		We request to modify this clause as : The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS. the CONTRACTOR shall have the option right to terminate the CONTRACT, in case of suspension is for more than 2 months.	As per NIT
10			Clause 79 (Possession prior to		We request you to Delete this clause.	Not Possible shall be as per NIT
11			Clause 81.2 (second para)		We request you to Delete this clause.	Not Possible shall be as per NIT
12			Clause 121.2		However shall not exceed 1% of the Total Contract value.	Not Acceptable shall be as per NIT
13	SCC		7.6 and 45.1		Kindly clarify, contrary to clause 45.1 and other clause under the contract.	Clause no. 45 already deleted in our latest NIT i.e E-106 dated 29.06.2018. We think you have referred this clause in our previous NIT i.e E-104. Hence, you are request to go through our latest NIT E-106
14	SCC		30		We request you to accept this clause as : Defect Liability Period shall be 12 months from the date of certified Final completion or 18 months from the date of delivery of the material at Site, whichever earlier.	Shall be as per NIT

15	No Change in Law clause available under the GCC.			<p>We recommended to included following additional clause in the contract.</p> <p>If, from the Effective Date, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Supplier, the Contract Price shall be correspondingly increased or decreased, as the case may be, and/or the loss of time be adjusted/extended equitably with time for completion.</p>	Not acceptable
16	No Suspension, Termination right available to the Supplier under GCC.			<p>We recommended to included following additional clause in the contract.</p> <p>In case payment of invoices by Employer is delayed or any material breach of contract by Employer or his authorized agents, Contractor shall be entitled to suspend performance and/or delivery under the Contract. Any cost incurred by the Contractor in relation to such suspension shall be paid by Employer. The delivery date shall be extended for a period equal to the time lost by reason of suspension. In the event of the suspension continuing for more than 60 days, then the Contractor may terminate the contract by issuing 30 days written notice. Upon such termination, the Contractor shall be entitled to the costs of the work already completed and work in progress.</p> <p>Contractor should be entitled to terminate the contract if the Contractor is unable to carry out of its obligation under the Contract for any reason attributable to the Employer or his authorized agents, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or any other facilities to be provided by the Employer or failure or delay to obtain any governmental permit necessary for execution and/ or completion of the Works.</p>	Not acceptable

17	No Deemed Commissioning / Acceptance / Taking Over and/or Deemed Drawings/Documents approval available under GCC			<p>We recommended to included following additional clause in the contract. Notwithstanding anything contrary contained under the Contract, If for any reasons not attributable to the Contractor,</p> <p>(i) any documents and/or drawings under the Contract Agreement is delayed or not approved within two (2) weeks from the date of its submission, then the same shall be deemed to have been approved by the Employer.</p> <p>(ii) Commissioning including Trial operation and/or Taking Over of the Works is delayed or not accepted within fourteen (14) days from the date of notice for such Commissioning / Taking Over from the Contractor, then the same shall be deemed to have been Commissioned / Accepted / Taken Over, as appropriate, by the Employer and Contractor shall be relieved of its obligation to that extent, without any liability, under the Contract Agreement.</p>	Not acceptable
18	"Delay due to Employer"			<p>We recommended to included following additional clause in the contract.</p> <p>In case the Contractors performance is delayed for any reason and/or for any breach/default on the part of the Employer or his authorized agents, then the Time for Completion of the Works shall be extended to the extent such omission on the part of the Employer or his authorized agents has caused delay in the Contractor's performance of the Contract and additional cost reasonably incurred by the Contractor in consequences thereof shall be added to the Contract Price.</p>	Not acceptable