

Clarification to Prospective Bidders' queries.				
Sr. No	Section No / Clause No.	Clause as per Bid Condition	Bidders' Query / Clarification Sentence	NEEPCO' Reply
1	GTC 3 - 1(8)	DEFINITION OF TERMS: "Works" means and includes the materials to be supplied and the work to be executed as defined and set out in the specifications and includes all extra work, additions, substitutions and variations ordered by the Engineer - in - Charge in accordance with the provisions of the Contract and any other items not specifically written but essential to complete the entire activity defined in the Contract.	"Works" means and includes the materials to be supplied and the work to be executed as defined and set out in the specifications and includes all extra work, additions, substitutions and variations ordered by the Engineer - in - Charge in accordance with the provisions of the Contract and any other items not specifically written but essential to complete the entire activity defined in the Contract.	Bidders's proposal for deletion of this sentence is not agreed. As such Bid condition shall prevail
2	GTC 9 - 11.5	On completion of the work, the Contractor shall inform the Engineer-in-Charge in writing about the date of completion and shall request him for a certificate of completion. No such certificate will be given nor shall the work be considered as completed, until the Contractor has removed from the premises on which the work has been executed, all surplus materials and rubbish, which he may have had possession for the purpose of the execution thereof and the area is fully cleared to the satisfaction of the Engineer-in-Charge and if the Contractor fails to do so on or before the date fixed for completion of the work, the Engineer-in-Charge may do so and the expenditure so incurred shall be recovered from the Contractor's outstanding dues	On completion of the work, the Contractor shall inform the Engineer-in-Charge in writing about the date of completion and shall request him for a certificate of completion. No such certificate will be given nor shall the work be considered as completed, until the Contractor has removed from the premises on which the work has been executed, all surplus materials and rubbish, which he may have had possession for the purpose of the execution thereof and the area is fully cleared to the satisfaction of the Engineer-in-Charge and if the Contractor fails to do so on or before the date fixed for completion of the work, the Engineer-in-Charge may do so and the expenditure so incurred shall be recovered from the Contractor's outstanding dues subject to an amount not exceeding 5% of the value of the contract.	The recovery of expenditure incurred shall be as per the clause. As such bid condition shall prevail.

3	GTC_9 - 12.2	Deduction from contract price: The Owner shall also be entitled to recover all dues in terms of the Contract including, but not limited to, Liquidated Damages for delay etc. by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities/guarantees under the Contract and/or otherwise.	The Owner shall also be entitled to recover all dues in terms of the Contract including, but not limited to, Liquidated Damages for delay etc. by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities/guarantees under the Contract and/or otherwise subject to an amount not exceeding 5% of the value of the contract	The deduction of Contract Price shall be as per the clause. As such, bid condition shall prevail
4	GTC_10 - 13.4	Insurance & Indemnity: The contractor shall indemnify and keep indemnified and save harmless the Owner against all claims for damage to property arising under or by reason of this contract if such claim result from the fault and / or gross negligence or act or omission of the contractor, his sub-contractors and their employees, agents and representatives	The contractor shall indemnify and keep indemnified and save harmless the Owner against all claims for damage to property arising under or by reason of this contract if such claim result from the fault and / or gross negligence or act or omission of the contractor, his sub-contractors and their employees, agents and representatives subject to limit not exceeding 5% of the value of the contract	Bid condition shall prevail
5	GTC_11 - 16	Liquidated Damage: If the Contractor fails to complete the work within the period fixed for such completion or at any time repudiates the Contract before the expiry of such period, the Purchaser shall without prejudice, have the right to recover the damage of the breach of the Contract by reducing the Contract price by ½ (half) percent per week or part of the week as Liquidated Damage. The delay shall be reckoned for the period between the Contractual date of completion as stipulated in the Contract and the actual date of completion provided the reduction shall not, in any case, exceed 10(ten) percent of the Contract value.	If the Contractor fails to complete the work within the period fixed for such completion or at any time repudiates the Contract before the expiry of such period, the Purchaser shall without prejudice, have the right to recover the damage of the breach of the Contract by reducing the Contract price by ½ (half) percent per week or part of the week as Liquidated Damage. The delay shall be reckoned for the period between the Contractual date of completion as stipulated in the Contract and the actual date of completion provided the reduction shall not, in any case, exceed 10(ten) 5(five) percent of the Contract value.	Bid condition shall prevail

6	GTC_11 - 17.1	<p>Contractors Default:17.1. If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-charge in connection with the works, or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within 10(ten) days from the date of service thereof, then and in such a case, the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or, if the Owner shall think fit it shall be lawful for him, without prejudice to any other right he may have under the Contract, to take the works wholly or in part out of the Contractor's hand and enter into a separate Contract with any other person or persons to complete the works or any part thereof. In such event, the Owner shall have free use of all the Contractor's equipment that may have been at that time at the site in connection with the works, without being responsible to the Contractor for wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due under the Contract by him to the Contractor ,or such part thereof as may be necessary, to the payment of cost of executing the said part of the works or of completing the works, as the case may be. If the cost of completing the works or executing a part thereof as aforesaid</p>	<p>Subject to an amount not exceeding 10% of the value of the contract</p>	<p>Bid condition shall prevail</p>
7	GTC_11 - 17.1	<p>Contractors Default:</p>	<p>the Owner shall have free use of all the Contractor's equipment that may have been at that time at the site in connection with the works, without being responsible to the Contractor for wear and tear thereof and to the exclusion of any right of the Contractor over the same</p>	<p>Bidders's proposal for deletion of this sentence not agreed. As such Bid condition shall prevail</p>

8	GTC_12 - 17.3	Contractors Default: 17.3. The termination of the Contract under this Clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Performance Guarantee shall be valid for the full value and for the full period as originally stipulated in the Contract.	The termination of the Contract under this Clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Performance Guarantee shall be valid for the full value and for the full period as originally stipulated in the Contract.	Bidders's proposal for deletion of this clause not agreed. As such Bid condition shall prevail
9	GTC_12 - 18.4	Outbreak of war: 18.4. In the event of any dispute in regard to the price of the works and portion of the payment to be made to the Contractor, the decision of the Engineer-in-charge shall be final.	In the event of any dispute in regard to the price of the works and portion of the payment to be made to the Contractor, the mutual decision of the Engineer-in-charge and the contractor shall be final.	Bid condition shall prevail
10	GTC_13 - 20.3	Termination Of The Contract On The Owner’S Initiative: In the event of such termination, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination, as decided by the Purchaser	In the event of such termination, the Contractor shall be paid for all the goods delivered and services rendered as on the date of termination.	Bid condition shall prevail

11	GTC_14 - 23	<p>CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF THE CONTRACTOR: No interim certificate of the Engineer, nor any sum made on account, by the Owner, nor any extension of time for execution of the works granted by the Engineer-in-charge shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligations for the due performance of the Contract or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer-in-charge or discharge the liability of the Contractor for the payment of damages whether, due ascertained or certified or not of any sum against the payment of which he is bound to indemnify the Owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Owner against the Contractor.</p>	<p>No interim certificate of the Engineer, nor any sum made on account, by the Owner, nor any extension of time for execution of the works granted by the Engineer-in-charge shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligations for the due performance of the Contract or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer-in-charge or discharge the liability of the Contractor for the payment of damages whether, due ascertained or certified or not of any sum against the payment of which he is bound to indemnify the Owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Owner against the Contractor.</p>	Bid condition shall prevail
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12	GTC_16 - 25.3 (b)(i)	<p>Arbitration: Amicable settlement has not been reached within the period stated in Sub-clause 25.2 shall be finally settled, unless otherwise specified in the contract as below:</p> <p>(i) A dispute with an Indian Contractor shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) and any rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor. For the purposes of the Sub-clause, the term "Indian Contractor" means a Contractor who is registered in India and is a juristic person created under Indian law as well as Joint Venture between such a Contractor and a Foreign Contractor.</p>	<p>The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed mutually by the Chairman and Managing Director of NEEPCO or by his duly authorised representative and the contractor out of a Panel of names of three Arbitrators, proposed by purchaser and contractor and selected by the Contractor</p>	<p>Bid condition shall prevail</p>
13	GTC_17 - 25.3(b)(VIII)	<p>Arbitration: The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damages on whatsoever count will be entertained by the Corporation with respect to any dispute, difference or misunderstanding between the Corporation and the Contractor.</p>	<p>(viii) The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damages on whatsoever count will be entertained by the Corporation with respect to any dispute, difference or misunderstanding between the Corporation and the Contractor.</p>	<p>Bidders's proposal for deletion of this clause not agreed. As such Bid condition shall prevail</p>

14	GTC_17 - 26	GRAFTS AND COMMISSIONS ETC: Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent officers, director, employee or servant or any one, on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability, which it may incur, subject to the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amounts so payable from any monies otherwise due to the Contractor under this Contract.	Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent officers, director, employee or servant or any one, on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, as determined by a Court of Competent jurisdiction , shall in addition to any criminal liability, which it may incur, subject to the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amounts so payable from any monies otherwise due to the Contractor under this Contract.	Bidders's delition and addition proposed not agreed. As such bid condition prevail.
15	GTC_18 - 31.1	Suspension of work: 31.1. The Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the work. Order for suspension or reinstatement of the works will be issued by the Engineer-in-charge to the Contractor in writing. The time for completion of the works will be extended for a period equal to the duration of the suspension.	The Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the work. Order for suspension or reinstatement of the works will be issued by the Engineer-incharge to the Contractor in writing. The time for completion of the works will be extended for a period equal to the duration of the suspension. The contractor shall be allowed compensation for the loss suffered during the suspension period	Any necessary and demonstrable cost incurred by the Contractor, as a result of such suspension of the works, will be paid by the Purchaser, provided that such costs are substantiated to the satisfaction of the Engineer-in-Charge.
16	GTC_18 - 33	Power to vary/omit work: The purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of goods without any change in terms and conditions.	The purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of goods without any change in terms and conditions. The change in quantity shall be limited to +5%/-5% of the quantity mentioned in the contract	Bidders' proposal for inclusion of the sentence not agreed.

17	GTC_18 - 34.1	Warranty	The Purchaser may proceed to do the work through any other Agency at the Contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Contractor. However the purchaser can only recover upto 5% of the value of the contract	Bid condition shall prevail
18	GTC_19 - 36	DEFENCE OF SUIT:	If any action in Court is brought against the Owner or Engineer-in-charge or an Officer or Agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract or for damage or injury caused by the alleged wilful omission or gross negligence or any other act on the part of the Contractor, his Agents, representatives, supplier or employees whether the Contractor has been impleaded in the suit or not, the Contractor shall, in all such cases, indemnify and keep the Owner and the Engineer-in-charge and / or his representatives, Office / Agent harmless from all losses, damages, expenses or decrees arising out of such action	Bid condition shall prevail
19	GTC_18 - 38.3	Payment	We shall propose the following for products: 85% on delivery and 5% on completion of each milestones (3 milestones as given)	Bid condition shall prevail
20	GTC_25 - 42.2	Death, insolvency and breach of contract: The Owner may terminate the Contract by notice in writing if the Contractor commits breach of any provisions of the Contract, provided always that such determination shall not prejudice any right of action or remedy that has already accrued or shall accrue thereafter to the Owner. The Contractor shall be liable to pay compensation to the Owner for all losses, expenses or damages incurred by the Owner. The Contractor, however, shall under no circumstances, be entitled to any gain on account of such action by the Owner.	The Owner may terminate the Contract by notice in writing if the Contractor commits material breach of any provisions of the Contract, provided always that such determination shall not prejudice any right of action or remedy that has already accrued or shall accrue thereafter to the Owner. The Contractor shall be liable to pay compensation not exceeding 10% of the value of the contract to the Owner for all losses, expenses or damages incurred by the Owner. The Contractor, however, shall under no circumstances, be entitled to any gain on account of such action by the Owner.	Bid condition shall prevail

21	GTC 25 - 43	RESPONSIBILITY OF THE CONTRACTOR:43.1. The Contractor shall guarantee and be entirely responsible for the execution of the Contract in accordance with the specification schedules and appendices. He shall further guarantee and be responsible for the quality and workmanship of all materials and completed works, timely delivery of the materials within the agreed completion period and removal of defects in the equipment or works during the warranty period.	Replace guarantee with warranty wherever it appears	Bid condition shall prevail
22	GTC_26 - 46	BREACH OF CONTRACT:In case of breach of any terms and conditions, major or minor, of the Contract by the Contractor, the Owner shall have the full power to rescind, cancel or terminate the whole or a part of the Contract and get it done through any other Agency at the risk and cost of the Contractor and without any prejudice to any right of the Owner provided in the Contract. The decision of the Owner in this regard shall be final and binding.	In case of breach of any terms and conditions, major or minor , of the Contract by the Contractor, the Owner shall have the full power to rescind, cancel or terminate the whole or a part of the Contract and get it done through any other Agency at the risk and cost of the Contractor and without any prejudice to any right of the Owner provided in the Contract. Subject to an amount not exceeding 10% of the value of the contract. T decision of the Owner in this regard shall be final and binding.	proposed deletion & addition not agreed. Bid condition prevail.

23	GTC_28 - 57	<p>Winding Up:If the Contractor being a corporation/company commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, NEEPCO shall be at liberty:</p> <ul style="list-style-type: none"> o To terminate the engagement forthwith without any notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the Contractor may become vested. o To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by NEEPCO. 	<p>NEEPCO shall be at liberty to terminate the engagement forthwith with without prior notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the Contractor may become vested.</p>	<p>Bid condition shall prevail</p>
24	GTC 28 - 60	<p>Collusion:The bidder would be disqualified, if any collusion or carteling is noticed or if a bidder is found to be influencing the Tender process in any way</p>	<p>The bidder would be disqualified,if a Court of Competent Jurisdiction determines if any collusion or carteling is noticed or if a bidder is found to be influencing the Tender process in any way.</p>	<p>Bid condition shall prevail</p>

25	NEW CLAUSE TO ADD	Limitation of liability - Clause not present in RFP	<p>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Contractor for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 25% of contract value.</p>	New clause not agreed.
26	NEW CLAUSE TO ADD	Supplier's Termination right - - Clause not present in RFP	<p>Supplier shall have the right to terminate this Agreement at any time in the event that the Purchaser commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination Purchaser shall pay the Contractor for goods delivered and services rendered till the date of termination.</p>	New clause not agreed.
27	NEW CLAUSE TO ADD	SNR - - Clause not present in RFP	<p>Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Contractor shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement.</p>	New clause not agreed.

28	NEW CLAUSE TO ADD	Deemed Acceptance - Clause not present in RFP	Any Deliverable(s) / Work Product(s) provided to the Customer shall be deemed to have been accepted if the customer puts such Deliverable(s) / Work Product(s) to use in its business or does not communicate its disapproval of such Deliverable(s) / Work Product(s) together with reasons for such disapproval within 10 days from the date of receipt of such Deliverable(s) / Work Product(s).	New clause not agreed.
29	NEW CLAUSE TO ADD	Savings Clause - Clause not present in RFP	Contractor's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Contractor's non-performance is caused by Purchaser's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement.	New clause not agreed.
30	NEW CLAUSE TO ADD	Change Order Mechanism - Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. CONTRACTOR will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, CONTRACTOR shall not be bound to perform any additional services.	New clause not agreed.
31	NEW CLAUSE TO ADD	Termination - Clause not present in RFP	Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination Customer shall pay Contractor for goods delivered and services rendered till the date of termination.	New clause not agreed.

32	Section III, GTC, Pg. 11	<p>Liquidated Damages: Time is the essence of the Contract. If the Contractor fails to complete the work within the period fixed for such completion or at any time repudiates the Contract before the expiry of such period, the Purchaser shall without prejudice, have the right to recover the damage of the breach of the Contract by reducing the Contract price by ½ (half) percent per week or part of the week as Liquidated Damage. The delay shall be reckoned for the period between the Contractual date of completion as stipulated in the Contract and the actual date of completion provided the reduction shall not, in any case, exceed 10(ten) percent of the Contract value.</p>	<p>Please clarify & request alterations on the LD - LD Capping of 10% should Not be on the contract value rather the component i.e. Implementation, Service, Hardware, Licenses considered separately; else would mount to be an exorbitant amount towards delay on even 1 component! Kindly revisit and advise.</p>	Bid condition shall prevail
33	Section III, GTC, Pg. 13	<p>Termination of Contract: 20.1. The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under the Clause entitled "Contractor's Default". The Owner, shall, in such an event, give 15(fifteen) days notice in writing to the Contractor of his decision to do so.</p> <p>20.2. The Contractor, upon receipt of such notice, shall discontinue the work on the date and, to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and upon terms favourable to the Owner, stop all further sub-Contracting or purchasing activity related to the work terminated, and assist the Owner in maintenance, protection and disposition of the works acquired under the Contract by the Owner.</p> <p>20.3. In the event of such termination, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination, as decided by the Purchaser.</p>	Please revisit the clause?	Bid condition shall prevail