

Attachment No.1 to the Corrigendum No.2 against NIB No.377 dated 26.11.2020

Sl.No.	Bid Stipulation	Bidder's Query	NEEPCO's clarifications
1	<p>Section IIIA / GCC / Cl. 30: Guarantee / Warranty</p> <p>Sub Cl. No. 30.1: For a period of 12(twelve) calendar months from the date of unit wise successful commissioning, and for common items, 12(twelve) calendar months from the date of successful commissioning of last unit (called the Warranty Period), the Contractor shall remain liable to replace any defect and/or rectify any damage/deficiency that may develop or remained undetected in the equipment/works of his own or those of his sub-Contractors.</p> <p>Such defects and / or damage shall be repaired or replaced as per the decision of the Engineer-in-charge and solely at the cost of the Contractor. The replaced defective parts will be returned to the Contractor at his own expense, unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer-in-charge when the equipment is under the erection / supervision of the Contractor's engineers. If, during the period of warranty, any</p>	<p>Kindly modify the respective line of clause 30.1</p> <p>"For a period of 12(twelve) calendar months from the date of unit wise successful commissioning, and for common items, 12(twelve) calendar months from the date of successful commissioning of last unit or 18 (Eighteen) calendar months from the date of equipment receipt at site whichever is earlier (called the Warranty Period).</p> <p>Kindly add the below lines at last of sub-clause 30.1:</p> <p>"Guarantee/Warranty/Defect Liability shall exclude any normal wear and tear of parts and improper operation or maintenance of the plant by Purchaser or third parties (not employed by Contractor) and all implied and/or statutory warranty are excluded from the warranty."</p> <p>Please modify in sub-Clause 30.7:</p> <p>"Liability for defects inherently lying (Latent Defects) within the material shall be limited to a period of Three (3) year from the end of Warranty period."</p>	<p>1st paragraph of Clause No. 30.1 stands amended as :</p> <p>"For a period of 12(twelve) calendar months from the date of unit wise successful commissioning, and for common items, 12(twelve) calendar months from the date of successful commissioning of last unit or 18 (Eighteen) calendar months from the date of receipt of equipment of individual units at site whichever is earlier (called the Warranty Period), the Contractor shall remain liable to replace any defect and/or rectify any damage/deficiency that may develop or remained undetected in the equipment/works of his own or those of his sub-Contractors.</p>

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	<p>portion of the goods supplied is found defective and is rectified/replaced, the provision of this clause shall apply to the portion of the equipment so replaced/rectified until expiry of 12(twelve) months from the date of such replacement / rectification or 36 (thirty six) months from the date of first commercial operation whichever is earlier. The rectification / replacement / repairs shall be done at the shortest possible time to minimize the loss of the Purchaser and as mutually agreed to. If any defects are not remedied within a reasonable period of time, 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.</p>		
2	<p>Section IIIA / GCC / Cl. 36.3</p> <p>Terms of Payment: (a) (iv) For Supply</p> <p>Balance 10% (Ten Percent) of the total Ex-Works Price shall be paid after Final Acceptance of the last unit. However, in case of any</p>	<p>As per tender Bidder's scope is limited to Supervision of Complete Assembly, Erection, Testing and Commissioning at site, hence we propose to modify the following line of this clause:</p> <p>"However, in case of any delay (for reasons not attributable to contractor) in erection, testing and commissioning, and on written request by the Contractor, this balance 10% (Ten percent) amount shall be released</p>	<p>Clause No. 36.3 (a)(iv) stands amended as :</p> <p>Balance 10% (Ten Percent) of the total Ex-Works Price along with 10%(Ten Percent) price adjustment amount shall be paid after Final Acceptance of the individual unit after erection testing &</p>

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	<p>delay (for reasons not attributable to contractor) in Final Acceptance after erection, testing and commissioning, and on written request by the Contractor, this balance 10% (Ten percent) amount shall be released against submission of Bank Guarantee for equivalent amount and the BG to be kept valid till "Final Acceptance" of the equipment. However, such arrangement shall not of the Contract.</p>	<p>against submission of Bank Guarantee for equivalent amount and the BG to be kept valid till "Final Acceptance" of the equipment."</p>	<p>commissioning. However, balance 10% (Ten Percent) of the total Ex-Works Price along with 10%(Ten Percent) price adjustment amount in respect of the common systems shall be paid after Final Acceptance of the last unit.</p> <p>However, in case of any delay (for reasons not attributable to contractor) in erection, testing and commissioning, and on written request by the Contractor, this balance 10% (Ten percent) amount shall be released against submission of Bank Guarantee for equivalent amount and the BG to be kept valid till Final Acceptance of the equipment. However, such arrangement shall not relieve the Contractor of any of his obligations towards completion of all works as per terms of the Contract.</p>