

Attachment No 1 to Corrigendum No. 6 dated 22/10/2020
NIB No.370 dated 31.08.2020
Amendments to Detailed Bid Document

Sl. No.	Bid Stipulation	Bidders Query	Amended terms and conditions
1	<p>Section IIIB / GCC Erection / Cl. 25.4 Comprehensive General Liability Insurance: This Insurance shall protect from riots strikes and civil commotion. The hazards Contract. The above are only take care of all his liabilities either direct or indirect, pursuant to the Contract.</p>	<p>Since, Riots, Strikes and Civil Commotion are exclusions under General Liability Insurance policy, hence delete same line and modify first para as under: This Insurance shall protect the Contractor against all claims for which the Contractor is legally liable arising from injuries, disabilities, diseases or death of members of public or damage to property of others due to any act or commission on the part of the Contractor or his Sub-Contractor, his employees or his representative. Also Contract include all liabilities hence kindly modify the last para of this clause as under: The above are only illustrative list of Insurance coverage normally required and it will be the absolute responsibility of the Contractor to maintain all necessary Insurance coverage to the extent of both time and amount to take care of all his liabilities as defined and pursuant to the Contract.</p>	<p>The first paragraph of Clause No. 25.4 stands modified as: “This Insurance shall protect the Contractor against all claims arising from injuries, disabilities, diseases or death of members of public or damage to property of others due to any act or commission on the part of the Contractor or his Sub-Contractor, his employees or his representative and from riots strikes and civil commotion amongst the contractor’s subcontractor, representatives or employees.”</p>

Attachment No 1 to Corrigendum No. 6 dated 22/10/2020

NIB No.370 dated 31.08.2020

Amendments to Detailed Bid Document

Sl. No.	Bid Stipulation	Bidders Query	Amended terms and conditions
2	Section IIIA / GCC / Cl. 30 Guarantee / Warranty	<p>Kindly modify the respective line of clause 30.1“For a period of 12(twelve) calendar months from the date of putting the equipment in service after erection, testing& commissioning or 18 (Eighteen) calendar months from the date of shipment of equipment whichever is earlier(called the Warranty Period).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>The first sentence on the clause No.30.1 is amended as below;</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 (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>
3	Section IIIA / GCC / Cl. 36 Payment	<p>Kindly add below line under clause 36.2</p> <p>Mode of payment: All payments, except the initial advance payment shall be made through an acceptable irrevocable Letter of Credit(L/C).</p> <p>Kindly delete the condition of interest rate applicable on</p>	<p>Request of bidder on Clause No. 36.2 is not Agreed. Bid Stipulation shall prevail.</p> <p>Request of bidder on Clause No. 36.3(a)(i) is not Agreed. Bid Stipulation shall prevail</p> <p>Clause No. 36.3(a)(iii) stands modified as:</p>

Attachment No 1 to Corrigendum No. 6 dated 22/10/2020
NIB No.370 dated 31.08.2020
Amendments to Detailed Bid Document

Sl. No.	Bid Stipulation	Bidders Query	Amended terms and conditions
		<p>Down payment from Clause 36.3 (a) (i). Contractor should get the interest free Down payment.</p> <p>Kindly modify Cl. 36.3 (a) (iv) as under: Balance 10% (Ten Percent) of the total Ex-Works Price on prorate basis shall be paid after completion of Unit wise erection testing & commissioning. In a situation when unit wise supervision of testing and commissioning delayed for the reason not attributable to contractor within 90-days after receipt of material. In such cases the balance 10% payment of the Supply portion should be released against submission of bank guarantee. Kindly confirm. Kindly modify the clause 36.3 (a) (iv) last para regarding “condition of encashment of BG in case of delay in supply”. Please note encashment of Bank Guarantee can be done after imposing full Liquidated Damages as per Cl. 14. Kindly confirm.</p>	<p>“15% (fifteen percent) of Ex-Works Price along with 90%(Ninety Percent) price adjustment amount shall be paid on receipt of materials at site in full and good condition, and duly certified by the Engineer-in-charge.”</p> <p>Clause No. 36.3 (a)(iv) stands modified to the following extent: “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 & 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. However, in case of any 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 relieve the Contractor of any of his obligations towards completion of all works as per terms of the Contract.”</p> <p>Regarding query of bidder on encashment of BG, the same is not agreed. Bid stipulation</p>

Attachment No 1 to Corrigendum No. 6 dated 22/10/2020
NIB No.370 dated 31.08.2020
Amendments to Detailed Bid Document

Sl. No.	Bid Stipulation	Bidders Query	Amended terms and conditions
			shall prevail.
4	Section IIIA / GCC / Cl. 51 Confidentiality of the Contract Documents & Matters	In the second line, please replace the term “Contractor” with “parties”, and the term “he” with “either party”.	Agreed
5	Section IIIC / GTC / Cl. 12 Final Acceptance	We understand that unit wise Final Acceptance Certificate (FAC) shall be issued by NEEPCO.	The Corporation shall issue unit wise Final Acceptance Certificate. However, Acceptance Certificate of the common systems shall be issued along with the last unit.
6	Section IIIA / GCC / Cl. 36.3 Terms of Payment: (a) For Supply (iv) Balance 10% (Ten Percent) of the total Ex-Works Price shall be paid after “Final Acceptance” of the entire plant/equipment after erection testing & commissioning. However, on written request by the Contractor, this balance (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	With this clause we understand that, Contractor may claim the balance 10% of the total-Ex-Works Price against submission of Bank Guarantee for equivalent amount, and the BG to be kept valid till “Final Acceptance”. And this Payment can also be claimed along with 15% payment.	Clause No. 36.3 (a)(iv) stands modified to the following extent: “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 & 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. However, in case of any 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

Attachment No 1 to Corrigendum No. 6 dated 22/10/2020

NIB No.370 dated 31.08.2020

Amendments to Detailed Bid Document

Sl. No.	Bid Stipulation	Bidders Query	Amended terms and conditions
	obligations towards completion of all works as per terms of the Contract		arrangement shall not relieve the Contractor of any of his obligations towards completion of all works as per terms of the Contract.”
7	<p>Section IIIA General terms and Conditions Clause 16: TERMINATION OF THE CONTRACT ON THE PURCHASER’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.</p>	<p>Kindly replace the existing clause with the following: "in the event of such termination, the Contractor shall be paid compensation, for the work already completed, work in progress and compensation paid to the sub-contractors/vendors as a result of this termination." Please accept.</p>	<p>It is clarified that following termination in terms of Clause 16, the contractor shall be paid for the works already completed and reasonable amount for the work in progress to be mutually worked out based on cost of such works and relevant documents.</p>
8	<p>Section-I/Notice Inviting Bids/ CI.3.1.1 The Bidder shall have successfully executed at least l(One) Hydro Generating Unit of rating 50(Fifty) MW category or above, which shall include Design, Engineering, Manufacture, Supply, Erection, Testing and Commissioning along with unit and station auxiliaries , which must have been in successful operation for a period of 3 (three) consecutive years within a period of 7 (seven) years ending last day of the month previous to the one in which this NIB is floated. Details including year-wise value of work</p>	<p>Kindly modify the clause as below, as 7 years may be a short time, considering that hydro projects are long term - "The Bidder for a period of 3 (three) consecutive years within a period of 10 (ten) 7 (seven) years ending last day of the month previous to the one in which this NIB is floated. Details including year-wise value of work executed, clients" proof of satisfactory completion of work and operation of such installations shall have to be furnished.</p>	<p>Clause No. 3.1.1, of Detailed NIB is amended as below: “The Bidder shall have successfully executed at least l(One) Hydro Generating Unit of rating 50(Fifty) MW category or above, which shall include Design, Engineering, Manufacture, Supply, Erection, Testing and Commissioning along with unit and station auxiliaries , which must have been in successful operation for a period of 3 (three) consecutive years within a period of 10 (Ten) years ending last day of the month previous to the one in which this NIB is floated. Details including year-wise value of work executed, clients' proof of satisfactory completion of work and operation of such installations shall have to be furnished.”</p>

Attachment No 1 to Corrigendum No. 6 dated 22/10/2020
NIB No.370 dated 31.08.2020
Amendments to Detailed Bid Document

Sl. No.	Bid Stipulation	Bidders Query	Amended terms and conditions
	executed, clients' proof of satisfactory completion of work and operation of such installations shall have to be furnished.		