

Pre Bid Commercial Clarification No-4 against NIB No.377 dated 26.11.2020

Sl.No.	Bid Stipulation	Bidder's Query	NEEPCO Reply
1.	<p>Section IIIA / GCC / Cl. 13.1 Insurance and Indemnity:</p> <p>Section-IIIB / Condition of Contract Erection / Cl. 25/ Insurance</p> <p>13.1 Insurance and Indemnity Cl. 25 Insurance</p>	<p>As the scope of works at site under this contract shall be limited to Supervision of erection, testing and commissioning, therefore, the EAR insurance policy to cover all risks shall be in the scope of NEEPCO. Contractor will provide the transit Insurance till delivery of Goods upto site. Kindly confirm.</p>	<p>It is confirmed that the scope of insurance under this contract shall be upto delivery of the equipments at project site.</p> <p>Accordingly, Scope of insurance under Clause No. 1.2, Section – IV, Vol 2, Part I (General Technical Specification), Clause No.13, Section-IIIA, (General Terms and Conditions) and Sub Clause No.25.1, Section-IIIB, (Conditions of Contract-Erections) of the Detailed Bid Document stand modified.</p>
2.	<p>Section IV / Generator and Aux - PTS / Cl. 1.5</p> <p>Performance Guarantee</p>	<p>Please note, the performance test shall be carried out on any one Generator out of four units.</p> <p>Kindly confirm.</p>	<p>Refer to Clause No. 9.4 of General Technical Requirement-PTS at page-264 and Clause 1.13.3 of Generator & Aux-PTS at page 380, which clearly specifies the Performance Guarantee Tests to be conducted in any one Unit.</p>
3.	<p>Section IIIA/ GCC /Cl.35/Spares</p> <p>Sub Clause: 35.5</p> <p>Without any extra cost, the Contractor shall provide the Purchaser with the manufacturing drawings, catalogues, assembly drawings, part numbers and any other information/documents required by the Purchaser in the form of manual(s) so as to enable the Purchaser to identify the mandatory, recommended and all other spares required during the whole life of all the</p>	<p>Being Confidential documents due to Intellectual property right, we will not be able to provide the manufacturing drawing, However we will provide the assembly drawings. Hence the word Manufacturing drawing shall be removed from this clause 35.5 and 35.6</p> <p>Kindly Confirm.</p>	<p>Sub clause 35.5 stands modified to the following extent:</p> <p>“ Without any extra cost, the contractor shall provide the purchaser with Dimensioned assembly drawings indicating clearances, forces etc. , catalogues, part numbers and any other information/documents required by the purchaser ,in the form of manual(s) so as to enable the purchaser to identify the mandatory, recommended and all other spares required during the whole life of all the equipment to be supplied”</p>

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4.	<p>Section IIIA/ GCC /Cl.35/Spares</p> <p>Sub Clause: 35.6</p> <p>The Contractor shall guarantee the long term availability of spares to the Purchaser for the full life of the equipment covered under the Contract. The Contractor shall guarantee that before going out of production of spare parts of the equipment covered under the Contract, he shall give the Purchaser at least 12 (twelve) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to subcontractors. Also, the Contractor / SubContractors will provide the Purchaser full manufacturing drawings, material specifications and technical information required by the Purchaser for the purpose of manufacture of such items for his own use or to procure such spares from alternate source.</p>	<p>Since 12(Twelve) month is very early for bidder, hence request you to kindly amend this clause in line with above mentioned comment as below:</p> <p>The contractor shall guarantee the long term availability of spares to the purchaser for the full life of the equipment covered under the contract. The contractor shall guarantee that before going out of production of spare parts of the equipment covered under the contract, he shall give the purchaser at least 6(six) months advance notice so that latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicale to subcontractors. Also the contractor/sub-contractors will provide the purchaser full, material specifications and technical information required by the purchaser for the purpose of manufacture of such items for his own use or to procure such spares from alternate source.</p> <p>Kindly Confirm.</p>	<p>Sub clause 35.6 stands modified to the following extent:</p> <p>“The Contractor shall guarantee the long term availability of spares to the Purchaser for the full life of the equipment covered under the Contract. The Contractor shall guarantee that before going out of production of spare parts of the equipment covered under the Contract, he shall give the Purchaser at least 12 (twelve) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to subcontractors. Also, the Contractor / SubContractors will provide the Purchaser Dimensioned assembly drawings indicating clearances, forces etc., material specifications and technical information required by the Purchaser for the purpose of manufacture of such items for his own use or to procure such spares from alternate source.”</p>

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5.	<p>Section IIIA , General terms and Conditions Clause 14 Page 66</p> <p>Reduce the contract price(excluding supervision charges) by ½% (half percent) per week or part thereof of delay in completion time subject to a maximum of 10% of the contract price(excluding supervision charges).</p>	<p>As the delivery period is different for different units and also warranty starts with commissioning of individual unit, the Liquidated damages for delay should also be applicable unit wise. Therefore, we again request you to kindly accept the following clause: Reduce the contract price(excluding supervision charges) by ½% (half percent) per week or part thereof of delay in Supply of individual Unit to a maximum of 10% of the Unit wise contract price (excluding supervision charges).</p>	<p>Clause No. 14(i), Section IIIA of detailed bid document is modified as below:</p> <p>“Reduce the contract price of individual unit (excluding supervision charges) by ½% (half percent) per week or part thereof of delay in completion time of the individual unit subject to a maximum of 10% of the contract price of individual unit (excluding supervision charges).”</p>
6.	<p>Section IIIA , General terms and Conditions Clause 47: STORAGE page 87</p> <p>If the Purchaser desires that the plant/equipment or any portion thereof should not be despatched by the Contractor, when it is due for despatch, the Contractor shall store the plant / equipment or a portion thereof in his works as mere custodian in trust on behalf of the Purchaser at no extra cost and shall be responsible for all risks not limited to losses and damages. However, in such cases, payment, which is due against dispatch, shall be released by the Purchaser.</p>	<p>We would like to bring in to your kind notice that the scope includes to manufacture & supply of components for 4 number of Units. It would not be possible for us to store such large number of equipment and big size components for 4 Units at our works (due to space & covered shed limitation). Further, many components will be manufactured at our subcontractor works, which will further make it difficult to store. Therefore, we appreciate if you kindly understand the situation and remove this from the scope of bidder. However, in case such situation arises then same shall be discussed for storage (place shall be decided according to the requirement) as per the requirement on chargeable basis at the rates mutually agreed at that time according to the</p>	<p>1st paragraph of Clause No. 47, Section III Part A of the Detailed Bid Documents may be read as:</p> <p>“If the Purchaser desires that the plant/equipment or any portion thereof should not be despatched by the Contractor, when it is due for despatch, the Contractor shall store the plant / equipment or a portion thereof in his works as mere custodian in trust on behalf of the Purchaser at no extra cost and shall be responsible for all risks not limited to losses and damages. However, in such cases, payment, which is due against dispatch, shall be released by the Purchaser. However, in case of any space constraint in the Contractor's works in such situation, arrangements shall be made by the Contractor for</p>

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		<p>space required and required time period. Therefore, we request you to accept the above and remove the storage from scope of this tender.</p>	<p>storage at any other convenient place on chargeable basis at the rates to be mutually agreed by NEEPCO and the Contractor at that time. The Contractor however shall be responsible for all risks not limited to losses and damages in such situation."</p>
7.	<p>Section IV, Vol - 2, Part -II-03 Generator and Aux - PTS, Page 352</p> <p>Liquidated damages for shortfall in output and efficiency of Generato</p>	<p>The rate of liquidated damages for shortfall in Output and Efficiency is defined in Clause 1.5.1.3, Section-IV, Vol - 2, Part -II-03 Generator and Aux - PTS. However the same is not capped based on the Contract Value. Therefore, we again request you to kindly add the following in the clause to limit the liability of the bidder (on account of performance of the Generator): Maximum penalty due to shortfall in the tested values of rated output and the weighted average efficiency shall be limited to 10% of the total Contract Value</p>	<p>Liquidated Damages for shortfall in Output and Efficiency shall be as per stipulations of Cl. 1.5.1.3, Section-IV / Vol-2 / Part-II – 03 / Gen & Aux – PTS of Bid document.</p> <p>Accordingly, bid stipulation shall prevail.</p>
8.	<p>Section-III A, General Terms & Conditions 17. INSPECTION AND TESTING, page 69</p> <p>17.9 The following stipulations of Order No.25-111612018-PG dated 02/07/2020 of Ministry of Power, Government of India, shall be strictly followed: All equipment, components, and parts imported for use in any equipment to be supplied under this</p>	<p>Please note that the components are tested at manufacturer's shop itself and repeat testing after import is not envisaged as per international standards and also not required as per standard practice. We request NEEPCO to accept the manufacturer's test certificates.</p>	<p>The bidder may note that tests for the equipments to be supplied under the contract will be carried out in accordance with the requirement of the detailed bid document.</p> <p>Further, as per instructions issued by Ministry of Power, Government of India, vide Office Order dated 02/07/2020, all equipment, components, and parts imported for use in any equipment to be</p>

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	<p>contract shall be tested in India to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards. All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).</p>		<p>supplied under this contract shall be tested in India to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards. All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MOP). This will be mandatory as per instructions of Government of India.</p> <p>Accordingly, Bid stipulation shall prevail.</p>
9.	<p>Section – IV, Vol 2, Part I (General Technical Specification) Clause No. 1.2: Scope of Work</p>	<p>.....</p>	<p>Storage and preservation at project site of all equipment to be supplied under this contract will not be in the scope of contractor.</p> <p>Accordingly, Scope of Storage and preservation of all equipment at project site under Clause No. 1.2, Section – IV, Vol 2, Part I (General Technical Specification), stands modified to this extent.</p> <p>All other terms and conditions of the above mentioned Clause shall remain unchanged.</p>