

Pre Bid Commercial Clarification No. 6 against NIB No.377 dated 26.11.2020

Sl. No.	Bid Stipulation	Bidder's Query	NEEPCO's Reply
1.	1.GCC Clause 28 (Suspension by NEEPCO/Purchaser).	<p>1.GCC Clause 28 (Suspension by NEEPCO/Purchaser)</p> <p>Bidder's suggestion: NEEPCO to specify the number of days for which the project shall remain suspended. Further in the event the suspension is not removed by NEEPCO, on completion of the period, Contractor should have the right to terminate the contract as proposed under "Termination by Contractor" below.</p> <p>Please appreciate, mere time extension and cost compensation (as per discretion of NEEPCO) for a prolonged or unlimited suspension will neither be in the interest of the project nor for either of the parties. It is therefore imperative to put a cap on the suspension period.</p>	<p>Bidder may please note that prolonged or unlimited suspension in any case is not desirable for the Purchaser. Bidders are advised to read the clauses in conjunction with other relevant clauses of General Terms & Conditions, including Clause No 29.</p> <p>Bid Stipulation shall prevail.</p>
2.	New Clause proposed by Bidder.	<p>2. Suspension rights to the Contractor (New clause)</p> <p>Bidder requests for insertion of suspension rights in the event of the following (and also proposed citing NHPC clause):</p> <ul style="list-style-type: none"> -For non-payment of the payments due by the Purchaser/NEEPCO after 07 days' notice to the Purchaser/NEEPCO & - For non-fulfillment of the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer <p>Contractor shall be granted time extension and reasonable cost compensation for the suspension period. This suspension period is to be capped 30 days in a single event and 60 days in aggregate.</p>	<p>Bidders are advised to refer to other relevant clauses in the bid document for recourses available viz. settlement of dispute, arbitration etc. to address the concerns of the Contractor.</p> <p>Bid Stipulation shall prevail.</p>

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3.	New Clause Proposed by Bidder.	<p>3. Termination rights to the Contractor (New Clause) Bidder requests for insertion of termination rights in the event of the following (and also proposed citing NHPC clause):</p> <p>- In the event of prolonged suspension under 1) and 2) above. Contractor shall be granted payments for all the work completed and in progress and charges or costs incurred or paid by the Contractor to its sub-suppliers as a result of such termination.</p> <p>Please appreciate, Frustration of Contract cannot be construed as termination by a single party. As mentioned in the clause, a contract can frustrate only on account of some supervening event rendering the execution of the project as impossible.</p>	<p>Bidders are advised to refer to other relevant clauses in the bid document for recourses available viz. settlement of dispute, arbitration etc. to address the concerns of the Contractor.</p> <p>Bid Stipulation shall prevail.</p>
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