

Pre Bid Commercial Clarification No-2 against NIB No.377 dated 26.11.2020

Sl.No.	Bid Stipulation	Bidder's Query	NEEPCO Reply
1.	<p>Section II / ITB / Cl. 26 /</p> <p>Definitions applicability for public procurement (preference to make in india), order 2017</p> <p>II Verification of Local Content:</p> <p>a. All equipment, components, and parts to be imported against the package shall be tested in India to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.</p> <p>b. All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).</p>	<p>Please let us know the detailed requirement and authorized LABS in India for testing purpose so that we can approach them for taking charges for taking in our estimation.</p>	<p>Details of requirement and authorized testing laboratories are not available at this stage. The same will be intimated to the successful bidder in due course. Charges for the same have to be incurred by Bidder.</p>
2.	<p>Section IIIA / GCC / Cl. 13.1</p> <p>Insurance and Indemnity:</p>	<p>Bidder has been asked to cover risk in respect of war, invasion etc. Please note, these covers are not available now, and what terms & conditions of such covers will be applicable later are not known to us, so we are unable to accept these requirements. However, if such risk cover become available later during execution of the contract, same will be mutually agreed and negotiated accordingly.</p>	<p>Agreed</p>

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3.	<p>Section IIIA / GCC / Cl. 13.3</p> <p>Insurance and Indemnity:</p>	<p>Bidder has been asked to take Insurance against extraordinary events such as war, riot, terrorism or revolution to the extent possible at reasonable terms and conditions. Please note, these covers are not available now, and what terms & conditions of such covers will be applicable later are not known to us, so we are unable to accept these requirements. However, if such risk cover become available later during execution of the contract, same will be mutually agreed and negotiated accordingly.</p>	<p>Bidders to note that insurance coverage against riot and terrorism are presently available.</p> <p>Coverage of any risk which is not available at this stage and becomes available during execution of the contract, the same will be mutually discussed and settled.</p>
4.	<p>Section IIIA / GCC / Cl. 14 Section-IV / Vol- 2 / Part-II – 03 / Gen & Aux – PTS / Cl. 1.5.1.3 / Cl. 1.5.1.4</p> <p>Liquidated Damages</p> <p>1.5.1.3 Liquidated Damages for shortfall in output and efficiency.</p>	<p>Please refer NHPC standard Clause for Liquidated Damages, which is common across other utilities, hence request you to modify this clause as under:</p> <p>(i) Reduce the Unit wise 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). (kindly refer similar clause of NHPC & UJVN Ltd. attached herewith for your ready reference).</p> <p>Similarly, the maximum Liquidated Damages for shortfall in output & shortfall in performance shall not be more than 10% of the contract price. (kindly refer similar clause of UJVN Ltd. attached herewith for your ready reference).</p>	<p>Liquidated Damages for delay shall be as per stipulations of Clause No. 14, Section IIIA of bid document.</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>

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		Kindly confirm.	
5.	<p>Section IIIA / GCC / Cl. 30</p> <p>Guarantee / Warranty</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>Bidder may refer NEEPCO's reply of commercial queries at Sl. No.5 of pre bid commercial and technical clarification no.1 published on 08.12.2020. Accordingly bid stipulations shall prevail.</p>

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		<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>	
6.	<p>Section IIIA / GCC / Cl. 36.3 Pg 82 of 639</p> <p>Terms of Payment: (a) 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 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>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 against submission of Bank Guarantee for equivalent amount and the BG to be kept valid till “Final Acceptance” of the equipment.”</p>	<p>Bidder may refer NEEPCO's reply of commercial queries at Sl. No.12 of pre bid commercial and technical clarification no.1 published on 08.12.2020. Accordingly bid stipulations shall prevail.</p>

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7.	<p>Section IIIC / GTC / Annexure-VI</p> <p>Model QAP for related Civil works (Item No: 9 of GTS) CIVIL Work mentioned at various places in tender</p>	<p>Regarding CIVIL work, here Bidder's scope is limited to "checking of the adequacy & healthiness of existing Civil structures and foundations, by their residual strength mapping, using advanced and proven Tekla Building Information Modelling (BIM) software or any other suitable method" only, hence all civil work mentioned at various places in tender shall be in the scope and responsibility of NEEPCO.</p> <p>Kindly confirm.</p>	<p>Confirmed.</p> <p>However bidder may refer NEEPCO's comment on serial no. 2 of pre bid technical clarification no.2 published on 10.12.2020.</p>
8.	<p>Section-IIIB / Condition of Contract Erection</p>	<p>Since bidder scope is limited to Supervision only, hence we understand that this complete scope & requirement is not applicable to us. Kindly delete the same and confirm. However, all the special tools & tackles required for the equipment supplied by Contractor shall be provided by Contractor.</p>	<p>Bidder may note that the scope of works at site under this contract shall be limited to supervision of erection testing and commissioning. Accordingly provision of this section of the bid document will be applicable to the scope of service under this contract.</p> <p>Bidder shall provide tools and tackles as per clause no.3.2 of general technical specification/ detail bid document. Bidder may also refer NEEPCO's comment on the serial no.6 of pre bid technical clarification no.3 published on 11.12.2020.</p>