

Pre Bid Commercial Clarification No. 5 against NIB No.377 dated 26.11.2020

| Sl. No. | Bid Stipulation   | Bidder's Query  | NEEPCO's Reply   |
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| 1.      | NIB Clause 12   | We would like to inform that our colleagues from Europe are involved in this project and we have to take necessary approvals from authorized persons in Germany for Design and Commercial aspects related to project before bid submission. But Europe is closed due to Christmas and New Year holidays until mid of Jan'21. Therefore, we request NEEPCO to extend the bid submission date till 30.01.2021.  | Bidder may refer Corrigendum No.4 dated 15.01.2021 regarding extension of last date of submission of bids.   |
| 2.      | Section IIIA / GCC / Cl. 13.1 Insurance and Indemnity                     | Vide clarification No.4, Sr. No1 it has been clarified that the scope of insurance under the contract shall be up to delivery of equipment at Site. At the same time in clarification No.2, Sr. No.2 & 3, it has been stated that the cover against riots and terrorism will be required to be provided. Please appreciate, since the establishment of EAR policy is not in Contractor's scope (as the Scope of the Contractor is limited to Supply + Supervision), it will not be possible to arrange a cover for terrorism. Kindly note, as per insurance regulations in India, Terrorism Cover is an add-on cover to EAR policy and cannot be established on standalone basis. Hence it is requested to delete the requirement of providing terrorism cover during execution of the project. | <p>Bidders to note that insurance coverage against riot and terrorism are presently available, and in case of Inland transit policy, the same are generally covered under "Strikes, Riot and Civil Commotions" clause.</p> <p>Bidders have to accordingly take insurance coverage till delivery of the equipments at project site.</p> |
| 3.      | Section-III A, General Terms & Conditions 28. SUSPENSION OF WORK, Page 74 | We request NEEPCO to incorporate below under clause 28, SUSPENSION OF WORK BY CONTRACTOR If (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to GCC Clause 36.4, or commits a  | Bid stipulation shall prevail  |

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|  |  | <p>substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas in accordance with GCC Sub-Clause 10.2, or failure to obtain an governmental permit necessary for the execution and/or completion of the Facilities; then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress. If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to the clause above, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 10.7, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price.</p> |  |
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| 4. | Section-IIIA, General Terms & Conditions 28. SUSPENSION OF WORK, Page 75 | <p>We request NEEPCO to incorporate below under clause 28, TERMINATION BY CONTRACTOR If (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) of the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or (b) the Contractor is unable to carry out any of its Obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, which the Employer is required to obtain as per provision of the Contract or as per relevant applicable laws of the Country. then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or</p> | Bid stipulation shall prevail |
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|  |  | <p>supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer forthwith terminate the Contract. If the Contract is terminated under Clause above, the Employer shall pay to the Contractor all payments and reasonable compensation for all loss sustained by the Contractor arising out of, in connection with or in consequence of such termination.</p> |  |
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