

NIB No.370 dated 31.08.2020
Pre Bid Clarification(Commercial) No.3 against NIB No.370 dated 31.08.2020

Sl. No.	Bid Stipulation	Bidders Query	NEEPCO's clarifications
1.	Section-II / ITB / Cl. 8 Section-III A / GCC / Cl. 10 Time Schedule Completion Period	Considering scope and requirement of the tender, we see completion time is very short hence we propose as under: U # I & II = 22 months U # III & IV = 30 months Please confirm.	NEEPCO will revert back
2.	Section-II / ITB / Cl. 26	Regarding Reverse Auction (RA) we wish to draw your attention that, most of the Govt. Utilities, SEBs & PSUs are not strictly having the provision of RA in their tender as Electro-mechanical and Hydro-mechanical packages of hydro projects are highly specialized & complex tasks where price is not only the deciding key factor and there are non-economic factors which are also critical. In RA process final price goes much below the estimate budget so award of contract at very low price could somehow lead to an adverse / undesirable competition thereby increasing the chances of compromise on the quality. Hence we request you to kindly delete this clause. Or NEEPCO may have the provision of RA in the tender similar to NHPC has standard Clause of RA, wherein RA will only be conducted when the Lowest Bid Price found higher by 7.5% than the Estimate/Budget considered by NHPC. Kindly confirm.	NEEPCO will revert back
3	Section IIIA / GCC Cl. 1.1 / y) Zero Date; Cl. 7 / Effect and Jurisdiction of the Contract; Cl. 45/ Commencement, Execution and Completion of Work The completion schedule shall commence from the date of Issue of Letter of Intent (LOI).	The completion of work / time period for delivery shall be counted from Zero Date / Effective Date / Commencement Date of Contract which shall be the latest date of following: - Contract is signed by both parties, - Advance payment is received, if any, by the Contractor	Bidder to refer Section II: Instruction to Bidder Clause 8: Time Schedule. Bid Stipulation shall prevail.
4	Section IIIA / GCC / Cl. 13.1 Insurance and Indemnity: 13.1 The Contractor shall, at his own cost, arrange, secure and	Kindly delete last line (i.e. "In respect of risks such as war, invasion etc. for which insurance cover is normally not available, the Contractor shall take insurance against such risks, as and when insurance cover becomes available, in accordance with Clause 15.0 below.")of this	Bidder has been asked to cover risk in respect of war, invasion etc as and when insurance covers become available. Accordingly Bid Stipulation shall prevail.

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	<p>maintain Insurance as may be pertinent to the works and obligatory in terms of law to protect his interests and the interest of the Purchaser against all possible risks, without in any manner limiting its obligations and responsibilities,</p> <p>responsible according to the Contract. In respect of risks such as war, invasion etc. for which insurance cover is normally not available, the Contractor shall take insurance against such risks, as and when insurance cover becomes available, in accordance with Clause 15.0 below.</p>	para as such coverage / insurance are not available.	
5	<p>Section IIIA / GCC / Cl. 13.3 Insurance and Indemnity: Insurance is to be taken out against extraordinary events such as war, riot, terrorism or revolution to the extent possible at reasonable terms and conditions.</p>	Kindly delete this line as such coverage / insurance are not available.	NEEPCO clarified that the Bid condition is self-explanatory. Bidders shall take insurance covers for all the risks/peril indicated in the Bid conditions as per availability in the insurance market. Accordingly, Bid Stipulation shall prevail.
6.	<p>Section IIIA / GCC / Cl. 13.4 Insurance and Indemnity: The Contractor, while arranging the Insurance, shall ensure to obtain all discounts on premium.</p>	Kindly delete this line as insurance cost shall already be Included in contract price.	NEEPCO clarified that cost of insurance shall be built-up in the Price Bid. However, bidders are advised to avail possible discount on insurance premium to avoid extra loading on price. Accordingly, Bid Stipulation shall prevail.
7	<p>Section IIIB / GCC Erection / Cl. 25.1 Insurance: 25.1 The Contractor shall obtain</p> <p>General Liability Insurance</p>	Kindly delete the "Fire Insurance" from Cl. 25.1 as it is already covered under Erection policy.	NEEPCO clarified that no insurance against any risk/peril shall be additionally taken, as long as such risk/peril are covered under the Comprehensive Insurance Policy to be undertaken by the

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	Policy and Fire Insurance. Bidder Purchaser to the Contractor.		contractor.
8	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.	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.	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 sub-contractor, representatives or employees.
9	Section IIIA / GCC / Cl. 14 Liquidated Damages	Kindly amend sub clause (i) as under: (i) Reduce the contract price (excluding supervision charges) by ½% (half percent) per week or part thereof of the delayed portion of supply in completion time subject to a maximum of 10% of the contract price (excluding supervision charges). We understand that the LD will be applicable on the delay in supply of items not in delay of commissioning as Bidder's scope will be limited to Supervision only. Kindly confirm.	NEEPCO stated that Bid Stipulation shall prevail. It was however clarified that for the purpose of recovery of Liquidated Damages, the contract price shall be total contract price excluding supervision charges.
10	Section IIIA / GCC / Cl. 16 Termination of the Contract on the Purchaser's initiative	Please add the following at the end of sub-clause 16.1: "Purchaser may only terminate for delay once the maximum Liquidated Damages for delay or performance have been reached." Please modify the clause 16.3 as below: "In the event of	Bid Stipulation shall prevail.

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		<p>such termination, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination, as mutually decided by the parties.”</p> <p>Please include following as new sub-clauses 16.5: The Contractor may terminate all of its obligations under the contract on the occurrence of any of the following events after giving a 14 days written notice to the Purchaser.</p> <ol style="list-style-type: none"> 1) If the contractor has not received any amount due from the purchaser within 60 days after such due date, or 2) If the Supplier fails to receive L/C in 90 days from date of LOI, or 3) If the purchaser becomes bankrupt or insolvent, goes into liquidation, has a receiver or administration order made against him ,compounds with his creditors ,or carries on business under a receiver ,trustee or manager for the benefit of creditors ,or if any act is done or event occurs which (under any applicable law) has a similar effect to any of these acts or events or 4) If the halt of execution of the contract such as the events mentioned in clause Suspension or in clause Force Majeure as per Tender continues for more than 6 months without probability to start again and it is reasonably judged. 	
11	Section IIIA / GCC / Cl. 17 Inspection and Testing	<p>Please insert a new Clause as follows: “17.10 - After the Contractor has delivered the material the Engineer in Charge will inspect the material delivered within ten (10) days of date of arrival of material and will issue a material receipt certificate. If the Engineer in Charge fails to issue a material receipt certificate within fifteen (15) days from date of arrival of material due to reasons not within the Contractors responsibility, the material is deemed to be accepted. In such case the Contractor will issue a deemed material receipt certificate and the applicable payments shall be released.”</p>	<p>The stipulations of this clause pertain to inspection and testing at manufacturer’s works before dispatch. Bid Stipulation shall prevail.</p> <p>Regarding issuance of Material Receipt Certificate, the Bidder may note that there will be no delay on the part of Purchaser. Further, the bidder may also note stipulations of Clause No. 36.4, Section IIIA of the Detailed Bid Document.</p>

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		17.11 – All cost for attending test or inspection by Purchaser or its representatives shall be borne by Purchaser.	Accordingly, Bid Stipulation shall prevail. NEEPCO clarified that cost for attending test/inspection by Purchaser shall be borne by NEEPCO.
12	Section IIIA / GCC / Cl. 21 (iv) Arbitration	The selection of Arbitrator shall be in accordance with the Indian Arbitration and Conciliation Act, 1996 (Act No.26of 1996) and its subsequent amendments from time to time. Kindly confirm.	Bidder may note that the panel of three Arbitrators, from which the sole Arbitrator shall be appointed by NEEPCO, will have endorsement of the Contractor. Accordingly, bid stipulation shall prevail.
13	Section IIIA / GCC / Cl. 28 Suspension of work	Please insert new sub-clause as 28.3 as follows: The contractor reserves the right to suspend the contract in case there is a breach of contract by Purchaser including but not limited to events such as Purchaser fails to pay the due amount to Contractor within specified period, fail to approve any invoice or supporting documents required for release of payment without just cause. Contractor will also be entitled to suspend the contract if Contractor is prevented to carry out any of its obligations under the contract for any reasons not attributable contractor. Additional cost incurred by Contractor if any due to such suspension shall be borne by the Purchaser. Purchaser shall not invoke bank guarantee during the suspension period. If the suspension period continues for 70 days, the contractor shall have the right to terminate the contract by issuing termination notice to Purchaser mentioning the date of termination. Upon termination Purchaser shall be liable to pay for all the work done /work under progress/ material procured by the contractor and his vendors / sub-contractors. Purchaser shall also return all bank guarantees to the contractor within 7daysfrom date of notice towards termination.	Bid Stipulation shall prevail.

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14	Section IIIA / GCC / Cl. 30 Guarantee / Warranty	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: “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. ”Please modify in sub-Clause 30.7: “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.”	Bidder may refer Attachment No. 1 to Corrigendum No. 06 dated 22/10/2020.
15	Section IIIA / GCC / Cl. 33 Limitation of Liability	Kindly delete the below line from para (b) of this clause: “provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement”.	Bid Stipulation shall prevail.
16	Section IIIA / GCC / Cl. 36 Payment	Kindly add below line under clause 36.2 Mode of payment: All payments, except the initial advance payment shall be made through an acceptable irrevocable Letter of Credit(L/C). Kindly delete the condition of interest rate applicable on Down payment from Clause 36.3 (a) (i). Contractor should get the interest free Down payment. Kindly modify Cl. 36.3 (a) (iv) as under: Balance 10% (Ten Percent) of the total Ex-Works Price on prorata basis shall be paid after completion of Unit wise erection testing & commission. 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	<ol style="list-style-type: none"> 1. Request of bidder on Clause No. 36.2 is not agreed. Bid Stipulation shall prevail. 2. Bidder may refer Serial No 3 of Record Notes of pre-bid meeting held on 09/10/2020, concerning stipulations of Clause No. 36.3(a)(i). The Bid Stipulation shall prevail. 3. Bidder may refer Attachment No. 1 to Corrigendum No. 6 dated 22/10/2020, regarding modifications on Clause No. 36.3(a) (iii) and 36.3 (a) (iv) of Section III Part A of the

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		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.	Detailed Bid Document.
17	Section IIIA / GCC / Cl. 36.4 Due date of Payment	In event of failure of the Purchaser on any account to make any payment which has become due as set forth in the Contract, interest on the amount of such delayed payment(s) shall be paid by the Purchaser at the Base Lending rate of State Bank of India.	Not Agreed. Bid Stipulation shall prevail.
18	Section IIIA / GCC / Cl. 38 Responsibility of the Contractor	Please add the following as a new sub-clause 38.3: "Any change/modifications/addition to the Facilities or Scope of Work will be mutually agreed for adjustment in time and cost between Purchaser and Contractor during contract execution."	Bid Stipulation shall prevail.
19	Section IIIA / GCC / Cl. 41 Materials and Workmanship	Clause no. 41.1(c) - Please change the term "severest" to "normal".	Bid Stipulation shall prevail.
20	Section IIIA / GCC / Cl. 44 Compliance with Regulations	Please add the following as a new sub-clause: "If the Contractor suffers or will suffer delay and/or in cursor will incur additional Cost as a result of any changes in the Laws or in such interpretations, the Contractor shall give notice to the Purchaser and shall be entitled to extension of Time for Completion and/or additional payment."	Bidder to refer Clause No. 15(i) (j), Section IIIA of the Detailed Bid Document. Bid Stipulation shall prevail.
21	Section IIIA / GCC / Cl. 46.5 Transfer of Title	The transfer of the title of goods passes to the Purchaser upon receipt of full payment by Contractor. Kindly confirm.	Bid Stipulation shall prevail.
22	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".	Bidder may refer Attachment No. 1 to Corrigendum No. 06 dated 22/10/2020.

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23	Section IIIB / GCC Erection / Cl. 14 Facilities to be provided by the Contractor	Since Erection, Testing & Commissioning of plant/works to be performed at site by Corporation under Supervision of Bidder. Hence facilities required as mentioned under Cl. 14.1 & 14.2 will be arranged & provided by Corporation. Kindly confirm.	<p>Clause No. 14.1 : NEEPCO stated that scope of supply under the contract includes supply of construction tools and equipment, as specified under relevant sections of Section — IV (Technical Specifications) of the Detailed Bid Document. The Bidder may note that in case of single generator shaft, rotor built up can only be done by the special expert manpower of OEM only. The rotor built up shall be in the scope of this contract. However, necessary manpower assistance shall be provided to the experts by the erection contractor. Accordingly, the price quoted by the bidder for the generator shall include the cost of assembly at site. Moreover, during final matching of coupling between runners with turbine shafts and friction coupling flanges between two shafts, experts deputed by the Contractor will be supported by erection contractor's manpower.</p> <p>Clause No. 14.2: Bidder may note that Consumables, as required for erection of the plant shall be provided by NEEPCO.</p>
24	Section IIIC / GTC / Cl. 12 Final Acceptance	We understand that unit wise Final Acceptance Certificate (FAC) shall be issued by NEEPCO.	Bidder may refer Attachment No. 1 to Corrigendum No. 06 dated 22/10/2020.
25	Section IIIA / GCC / Cl. 15 Force Majeure:	Kindly add the Pandemic, Epidemic also as one of the Force Majeure event.	The Bidder may refer Clause No. 15(i) (j), Section IIIA of the Detailed Bid Document. Bid stipulation shall prevail.

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26	<p>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 obligations towards completion of all works as per terms of the Contract</p>	<p>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.</p>	<p>Bidder may refer Attachment No. 1 to Corrigendum No. 06 dated 22/10/2020.</p>
27	<p>Section IIIB / GCC Erection/ Cl. 6 Contractor's site office establishment</p>	<p>We understand that, the Accommodations shall be provided by, NEEPCO at Guest house on free of cost basis subjected to availability otherwise same shall be charged extra at actual. Local conveyance for expert shall be arranged by NEEPCO.</p>	<p>One C-type quarter For 3 (three) Engineers shall be provided by NEEPCO. One Barrack shall be provided to accommodate 4 (four) supervisory staff. Contractor will submit a written request to the Engineer In Charge for the above. Local conveyance shall be arranged by the Contractor.</p>
28	<p>Section IIIC / GTC / Annexure-VI Model QAP for related Civil works (Item No: 9 of GTS)</p>	<p>All Civil work complete in all respect for this Electro-Mechanical Package are excluded from Contractor's scope. Kindly confirm.</p>	<p>Bidder to refer Clause:9 Civil Site Work of Section-IV, Vol-2, Part-I, General Technical Specification of Detailed Bid Document.</p>
29	<p>General</p>	<p>Kindly furnish the amends of tender in line with all technical & commercial pre-bid queries of respective clauses of tender from all bidders.</p>	<p>Noted.</p>

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30	<p>Section-III Instruction to Bidder Clause 26 Reverse Auction</p>	<p>This is a high value Tender and scope is for highly engineered items. Also this is a restoration kind of work, which will be completed within specific timeline with utmost priority. Therefore Reverse Auction shall not be applicable in this Tender. Hence, we request to please delete the clause.</p> <p>We further like to mention the Reverse Auction clause prevalent in NHPC tenders wherein Reverse Auction is done only when lowest bid price is higher by 7.5% than the Estimate. Sample clause of NHPC is enclosed for reference. In this way bidders will quote their lowest price in the first instance itself.</p> <p>In case reverse auction is not removed or modified in line/similar to NHPC Clause, we may not participate in this tender.</p>	NEEPCO will revert back
31	<p>Section-IIIA General Terms & Conditions, Clause 10: Section II: Instruction to Bidder Clause 8: Completion Period: Entire scope of supply and work under this contract shall be completed as per the schedule indicated below, to be reckoned from the date of issue of Letter of Intent.</p> <p>Supply of all equipment associated with Unit # I&II</p>	<p>Considering the Reverse engineering, Engineering, Procurement, Manufacturing, Stator and Rotor Build up and transportation, we request to amend the completion period as below: Completion Period Entire work of supply and Scope under this contract shall be completed as per the schedule as indicated below, to be reckoned from the commencement date; Supply of all equipment associated with Unit#1 Along with all common system: 18(Eighteen) Month from Commencement date. Supply of all equipment associated with Unit#II Along with all common system: 20(Twenty) Month from Commencement date.</p>	NEEPCO will revert back

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	<p>Along with all common systems : 11(Eleven) months from LOI Supervision of Erection, Testing and Commissioning of Unit #I&II along with common systems : 12(Twelve) months from LOI Supply of all equipment associated with Unit #III&IV Along with all common systems : 15(Fifteen) months from LOI Supervision of Erection, Testing and Commissioning of Unit # III&IV along with common systems : 16(Sixteen) months from LOI</p>	<p>Supply of all equipment associated with Unit#III Along with all common system: 22(Twenty Two) Month from Commencement date. Supply of all equipment associated with Unit#IV Along with all common system: 24(Twenty Four) Month from Commencement date. Supervision of Erection, Testing and Commissioning of Units of Shall be as per agreed Schedule with NEEPCO as Erection and Commissioning is in the scope of NEEPCO.</p>	
32	<p>Section-III A General Terms & Conditions Clause 14: 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>Reduce the contract price (excluding supervision charges) by ½% (half percent) per week or part thereof of delay in supply of items of Individual Unit to a maximum of 10% of the Unit wise Contract Pricing (excluding supervision charges). Liquidated Damages for delay will be applicable on supply of material only with respect to Time Schedule of Unit wise Supply. We request to Kindly amend Clarify the above.</p>	Bid Stipulation shall prevail
33	<p>Section-III A General Terms & Conditions Clause 14 Cancel the entire Contract or a</p>	<p>We Understand that the cancellation right shall be exercised only after maximum LD is reached. Please Confirm.</p>	Bid Stipulation shall prevail.

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	portion thereof and, if so desired, execute or authorize the execution of the work departmentally or through any other agency at the risk and cost of the Contractor.		
34	Section-III A General Terms & Conditions Clause 36.3: Terms of Payment: (a) For Supplies: (i) Down Payment	We understand that the irrevocable down payment is interest free and advance bank guarantee amount(in case of Encashment) will be 10% of total Ex-Works price along with interest at the rate of 1.5% above BPLR of State Bank of India. Kindly Confirm.	Bidder may refer Serial No 3 of Record Notes of pre-bid meeting held on 09/10/2020, concerning stipulations of Clause No. 36.3(a)(i). The Bid Stipulation shall prevail.
35	Section-III A General Terms & Conditions Clause 4 & 36.3: Clause 4: Performance Guarantee Clause 36.3: Terms of Payment: (a) For Supplies: (iv) Balance 10% Payment	The Contract Performance Bank Guarantee of 10% of the Contract Value (for the due and faithful performance of the Contract) shall be valid for the Contract period of Supply with 90 days claim period and shall be returned on completion of Supply after end of its validity period. After completion of Supply, Warranty Bank Guarantee of 10% Contract Value shall be submitted with validity till warranty period along with 90 days claim period. The Balance 10% of the Ex-works Price shall be paid against submission of warranty bank guarantee. We request you to kindly accept the above.	Bid Stipulation shall prevail.
36	Section III A General Terms & Conditions Clause 45:	<u>We request to amend the Clause as Below:</u> The Contractor shall confirm his acceptance within 15(Fifteen) Calender days after the date of issue of	Bid Stipulation shall prevail.

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	<p>The Contractor shall confirm his acceptance within 15 (fifteen) calendar days after the date of issue of the Letter of Intent and submit the Contract Performance Bank Guarantee within 30 (thirty) days of issue of the Letter of Intent for issue of Detailed Order, and signing of the Contract Agreement. The date of issue of the Letter of Intent will be considered as Zero date. The complete scope of Supply and work is to be completed within the period specified under Clause No. 10, of Section – IIIA, General Terms and Conditions of Bid Document.</p>	<p>the letter of intent and submit the contract performance bank Guarantee within 30(Thirty) days of the issue of the letter of intent for signing of the contract Agreement. The down payment will be released with 15(fifteen) days of contract signing.</p> <p>The date of receipt of down payment will be considered as Zero date. The complete scope of supply and work is to be within the period specified under Clause No.10, of Section-III A, General Terms and Conditions of Bid Document.</p>	
37	<p>Section II Instruction To Bidders: Clause 30: SIGNING OF CONTRACT / AGREEMENT Section IIIA General terms and Conditions : Clause 5 After issue of the Letter of Intent and on receipt of its unconditional acceptance and</p>	<p>As discussed in the earlier tender also the requirement of detailed order may be removed, as after placement of LOI the Contract will be formulated.</p>	<p>Bidder to refer Clause No. 5 (DETAILED WORK/SUPPLY ORDER) and Clause No. 6 (CONTRACT AGREEMENT), Section-III A General Terms & Conditions. Bid Stipulation Shall prevail.</p>

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	acceptance of CPG, the Purchaser shall issue Detailed Order to the Contractor. Detailed Work / Supply Order		
38	Section III A, General Terms & Conditions Clause 15: Force Majeure Force Majeure risks	Kindly include "pandemic" and "epidemic" as a Force Majeure condition. We also request you to accept the single period of Force Majeure as 60 days and aggregate period of 120 days. In the event, Force Majeure exceeds the aggregate period the Parties shall mutually discuss the further course of action in the project. Force Majeure condition shall not prevent the Customer/Employer to release payments for the work completed and in progress. Please accept.	Bid Stipulation shall prevail. Payment to the contractor shall be governed by Clause No. 36(Terms of Payment), Section IIIA of the Detailed Bid Document. Accordingly, Bid stipulation shall prevail.
39	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.	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.	Bid Stipulation shall prevail.
40	Section IIIA , General terms and Conditions Clause 30.7: The provision of latent defects shall be applicable up to the end of 6 (six) years from the date of successful	<u>Please accept the clause as below</u> The provision of latent defects shall be applicable up to the end of 3 (three) years from the date of successful commissioning of the equipment/plant.	The matter was discussed during the pre- bid meeting held on 09/10/2020. Bid Stipulation shall Prevail.

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	commissioning of the equipment/plant.		
41	<p>Section IIIA , General terms and Conditions Clause 47: STORAGE 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>This being the existing power plant, store is already exist in the Power House area. We request NEEPCO to use the same for storage of material and to delete the said sub clause as it is not feasible to store/preserve/handing of the material at supplier works which is due for despatch. For this tender scope we will not be responsible for any storage requirement.</p>	<p>Bidder may note that storage at site is not within the scope of the Contractor. This clause is about storage of equipment by the Contractor in a situation when the Corporation desires that dispatch of the equipment be temporarily kept on hold. Accordingly, Bid Stipulation shall prevail.</p>
42	<p>Section IIIA , General terms and Conditions Clause 28: SUSPENSION OF WORK Suspension of work.</p>	<p>Bidder seeks to add the following clause: Upon prolonged suspension for more than 30 days or in case of inordinate delays in payments, the Contractor shall have the right to terminate the Contract by giving a notice of 28 days and recover from the Purchaser all dues,prices,cost and expenses and claim towards committments already made by the Contractor for equipemnts yet to be supplied.</p> <p>If the Contractor suffers delay and/or incurs Cost as</p>	<p>Bid Stipulation shall Prevail</p>

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		a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to an extension of time for any such delay, if completion is or will be delayed and payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.	
43	<p>Section IIIA , General terms and Conditions Clause 21: ARBITRATION The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorized representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor.</p>	Please delete the said sub clause. The selection of arbitrator shall be in line with the "Indian Arbitration and Conciliation Act 1996". Please Confirm.	Bidder may note that the panel of three Arbitrators, from which the sole Arbitrator shall be appointed by NEEPCO, will have endorsement of the Contractor. Accordingly, bid stipulation shall prevail.
44	Section IIIA/General Terms & Conditions/Cl.36.3 a) For Supplies i)	'Kindly modify the below clause - 10% (ten percent) of the total Ex Works price for supply shall be paid as nonrecoverable down payment on submission of Bank Guarantee of equivalent amount, as	Bidder may refer Serial No 3 of Record Notes of pre-bid meeting held on 09/10/2020, concerning stipulations of Clause No. 36.3(a)(i). The Bid Stipulation

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		interest free advance along with interest at the rate of 1.5% (one and half percent) above BPLR of State Bank of India, as per the Proforma of Bank Guarantee (enclosed), with validity period upto 90 (ninety) days after the scheduled date of successful completion, which will be subject to fulfillment of the following conditions.	shall prevail.
45	Section VIII/Security forms and draft agreements/ Form of Bank Guarantee FORM OF BANK GUARANTEE (In lieu of earnest money to be deposited with the tender)	'Kindly modify the clauses as under, because extension of bid validity and consequently the Bank Guarantee, will have to be at choice of the Tenderer : That it shall within 30(Thirty) days from the date of acceptance of the tender or to renew this Guarantee for a further period as demanded by the Corporation, pay to the Corporation only. . . And that if any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Tenderer Corporation and failure to comply such required extension by the contractor shall be treated as claim of the above mentioned sum by the Corporation upon the Bank.	Bidder may refer Serial No 3 of Record Notes of pre-bid meeting held on 09/10/2020, The Bid Stipulation shall prevail.
46	Section IIIA/General Terms & Conditions/Cl.21 iv)Arbitration b) i)	We request you to consider that the no. of arbitrators shall be three (3), one each appointed by NEEPCO and Tenderer, and one selected by these two arbitrators, who shall act as Chairman	Bidder may note that the panel of three Arbitrators, from which the sole Arbitrator shall be appointed by NEEPCO, will have endorsement of the Contractor. Accordingly, bid stipulation shall prevail.
47	New Clause Assignment	Contractor may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates and may assign any of its accounts receivable under this Contract to any party without NEEPCO's consent. NEEPCO agrees to execute any documents that may be necessary to complete Contractor's assignment or novation. Contractor may (i)	Bidder may note that Assignment and Subletting of contract shall be strictly in accordance with Clause No. 8, Volume III Part A(General Conditions of Contract) of the Detailed Bid Document. Bidder may also refer to Clause No. 3.5 of Detailed NIB and Clause Nos 27(I) and 27(II) of Section

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		<p>manufacture and source the Products and any part thereof globally in the country(ies) and from suppliers of its choice; and (ii) subcontract portions of the Services, so long as Contractor remains responsible for it. The delegation or assignment by NEEPCO of any or all of its rights or obligations under the Contract without Contractor's prior written consent (which consent shall not be unreasonably withheld) shall be void.</p>	<p>II(Instruction of Bidders) of the Detailed Bid Document regarding source of supply and services.</p>
48	<p>New Clause Covid</p>	<p>The impact of the worldwide Covid-19 Coronavirus disease on the execution of the Project is fluid and cannot be reasonably determined at this time. This proposal does not account for any potential adverse impacts of the Covid-19 outbreak on GE's performance of obligations. In the event of any delay or other adverse impact, GE reserves the right for an equitable adjustment of the schedule and prices herein.</p>	<p>Not agreed.</p>
49	<p>New Clause Bond</p>	<p>We request NEEPCO to incorporate in the contract that "NEEPCO hereby undertakes to provide a 10 days prior written intimation to tenderer in the event it intends to invoke or extend any of the bank guarantees issued hereunder."</p>	<p>Prior intimation will be given by NEEPCO to Bidder/Contractor for extension of Bank Guarantee. However, as can be seen from the format of Bank Guarantees provided in the Detailed Bid Document, NEEPCO will take up with the Bank in case of encashment of Bank Guarantee</p>
50	<p>Section-I/Notice Inviting Bids/ Cl.3.1.1</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>Bidder may refer Attachment No. 1 to Corrigendum No. 6 dated 22/10/2020.</p>

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51	<p>Section IIIA/General Terms & Conditions/Cl.28 and other various clauses</p> <p>Termination and Suspension</p> <p>Continue.....</p>	<p>There are no clauses assuring safe and timely payment to the contractor. Thus we request NEEPCO to modify the clauses related to suspension and termination as below :</p> <p>1 NEEPCO may terminate the Contract (or the portion affected) for cause if Contractor (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) NEEPCO shall first provide Contractor with detailed written notice of the breach and of NEEPCO's intention to terminate the Contract, and (b) Contractor shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.</p> <p>2 If NEEPCO terminates the Contract pursuant to Point 1, (i) Contractor shall reimburse NEEPCO the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by NEEPCO to complete that scope, and (ii) NEEPCO shall pay to Contractor (a) the portion of the Contract Price allocable to Products and/or Services completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Contractor's then-current standard time and material rates.</p> <p>3 Contractor may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if NEEPCO (i) becomes Insolvent/Bankrupt, or (ii)</p>	<ol style="list-style-type: none"> 1. Regarding due date of payment, Bidder may refer Clause No. 36.4, Section III PartA(General Conditions of Contract) of the Bid Document. 2. Clause Nos. 37 and 49 of Section III Part A(General Conditions of Contract) will prevail for breach and termination of contract. 3. Stipulations of Clause No. 28, Section III Part A (General Conditions of Contract) shall prevail on Suspension of Contract. 4. Stipulation of Clause No. 16, Section III Part A(General Conditions of Contract) of Detailed Bid Document shall prevail. 5. Bidder to refer reply at Sl. No. 4

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		<p>materially breaches the Contract, including, but not limited to, failure or delay in NEEPCO providing Payment Security, making any payment when due, or fulfilling any payment conditions.</p> <p>4 NEEPCO may terminate the Contract for its convenience by giving notice of such termination to Contractor. The termination shall take effect 28 days after the date on which the Contractor receives this notice.</p>	
52Continue	<p>5 If the Contract (or any portion thereof) is terminated for any reason other than Contractor's default under Point 1, the Contractor shall be entitled to receive: (a) the Contract Price in respect of any part of the Products and Services carried out prior to the effective date of termination, (b) the Contract Price of Products, materials or goods ordered which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery. Such Products, materials or goods shall become the property of and be at the risk of the NEEPCO when paid for by the NEEPCO and the Contractor shall place the same at the NEEPCO's disposal, (c) the amount of any other expenditure which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the whole of the Products and Services, (d) any amounts to be paid by the Contractor to its suppliers and subcontractors in connection with the termination of any subcontracts and purchase orders, including any cancellation charges, (e) the reasonable cost of removal of Contractor's equipment from the Site and the return thereof to the Contractor's works in his country or to any other destination at no greater cost, and (f) the reasonable cost of repatriation of the Contractor's staff and workmen employed wholly in connection with the Contract at the date of such</p>	

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53		<p>termination.</p> <p>In addition to the above, the NEEPCO shall pay a termination fee of 10% (ten percent) of the outstanding Contract Price. For the purposes of this Point, "outstanding Contract Price" shall mean the total Contract Price less any portion of the Contract Price already paid to the Contractor.</p> <p>6 Either NEEPCO or Contractor may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event lasting longer than one hundred and twenty (120) days. In such case, KSEB shall pay to Contractor the amounts payable under Point 5.</p> <p>7 NEEPCO shall pay all reasonable expenses incurred by Contractor in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Contractor's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.</p>	<p>6. Not agreed.</p> <p>7. Stipulation of Clause No. 16, Section III Part A(General Conditions of Contract) of Detailed Bid Document shall prevail.</p>
54	<p>Section IIIA/ GTC/Cl.33.1 (b)</p> <p>the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with</p>	<p>'We understand that the repair / replacement exclusion applies to the liability of the Contractor to repair/ replace the equipment during the Defect Liability Period</p>	<p>The Bid condition shall prevail.</p>

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	respect to patent infringement.		
55	Pre-Bid Queries	We request NEEPCO to permit queries upto 10 days before the bid submission date since bidders may have additional queries post receipt of pre bid queries and site visit	Agreed
56	No Nuclear Use Additional Clause - No Nuclear Use	Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. Buyer hereby certifies that the equipment, materials, services, technical data, software or other information or assistance furnished by Seller under this Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons either by Buyer or by any entity acting on Buyer's behalf.	Agreed
57	General Additional Clause Proposed	The impact of the worldwide Covid-19 Coronavirus disease on the execution of the Project is fluid and cannot be reasonably determined at this time. This proposal does not account for any potential adverse impacts of the Covid-19 outbreak on bidder's performance of obligations. In the event of any delay or other adverse impact, Bidder reserves the right for an equitable adjustment of the schedule and prices herein.	Not agreed.
58	Section IIIA/ GTC/ Cl.3.2 Completion Period	In general, the delivery periods appear to be highly inadequate and aggressive. Further, a detailed analysis of the water quality and material suitability for the specific issues related to the site will need to be carried out which may further extend the completion period. Accordingly we request you to review the Completion period given in the tender, since all these components	NEEPCO shall revert back.

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		are custom built as per the design approved by yourselves, which activity may also require some time.	
59	Section III B/Conditions of Contract - Erection/Cl.25.0 Insurance Insurance	Since erection is not in scope of this contractor, we request you to review the requirement of insurance for erection, which should be in scope of the Erection Contractor, to whom materials will be handed over by this Tenderer.	The Bid condition shall prevail.
60	Section IIIA/ GTC/ Cl.45.2	We request you to add at the end of this clause as below: Following condition are to be fulfilled within a period of two months from Letter of Intent:- a. This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Contractor; b. The Contractor has submitted to the Purchaser the performance security, and the advance payment guarantee; c. The Purchaser has paid the Contractor the initial advance payment. In case above condition are not fulfilled within Two months of Letter of Intent due to the reason not solely attributable to the Tenderer, then the contract will be effective only after fulfillment of condition and parties shall agree upon equitable adjustment to Time & Cost	Bidder may note that it will be the responsibility of the Contractor towards prompt submission of Contract Performance Guarantee in order to facilitate early signing of Contract Agreement and release of Down Payment. Bid stipulation shall prevail.
61	Section III B/Conditions of Contract - Erection/Cl.53.2	We understand the successful tenderer shall only be responsible for supervision of erection and commissioning, not complete erection, in line with scope defined in Notice Inviting Tender. Thus the responsibility of faulty erection cannot be taken by the successful tenderer of this scope. We request you to kindly review this requirement.	As the scope of the Contractor also includes Supervision of successful erection and commissioning, it shall be equally responsible as the Erection Contractor towards satisfactory erection. Bid stipulation shall accordingly prevail.
62	Section IIIA/ GTC/ Cl.30 Guarantee/ Warranty	'We understand that the successful bidder shall only be responsible for the defects due to design and /or	The Bid condition shall prevail.

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		workmanship and not due to defects originating from water quality/ erosion/ general operation/ faulty operation and / or other such issues not solely attributable to the successful tenderer.	
63	Section IIIA/ GTC/ Cl.2.3	'It is not possible to fully inspect the site within the limited time period. We understand that the Purchaser is fully responsible for the data provided by them, and in case of any changes due to faulty data provided, the contractor shall be adequately compensated.	Bid stipulation shall prevail.
64	Section IIIA/ GTC/ Cl.2.3	'We request you to modify the clause as below: Taxes,evidence. In the event of increase or decrease in Taxes and Duties and / or imposition of new Taxes or Duties and or change in interpretation if any, subsequent to 28 (twenty eight) days before the initial stipulated date of opening of Techno-commercial bids, the same will be reimbursed/ recovered by the Purchaser to / from the Contractor as the case may be, at actual on production of documentary evidence.	Bid stipulation shall prevail.
65	General Additional Clause Proposed Sole & Exclusive remedy	We understand that LDs are sole & exclusive remedy in the contract.	Bidder may note that LD is not the sole and exclusive remedy. Liability of the Contractor under the contract has been stipulated at various clauses of the detailed bid document, and the same shall prevail.
66	General Additional Clause Proposed Sole & Exclusive remedy	'We understand that warranty obligations sole and exclusive remedy for ALL defects based on contract, indemnity, warranty, negligence, or otherwise.	Obligations of the Bidder under Warrantanty shall be against defects, as detailed under Clause No. 30, Section III Part A(General Conditions of Contract). Other obligations of the Contractor are detailed under various other clauses of the Bid Document, and the same shall prevail.
67	General Additional Clause Proposed Implied Warranty	'We understand that Statutory or Implied Warranties are Excluded in contract.	NEEPCO will revert back

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68	<p>Section-III A / Cl. 14 Section-IV / Vol-2 / Part-II – 03 / Gen & Aux – PTS / Cl. 1.5.1.3 / Cl. 1.5.1.4 Liquidated Damages (LD) 1.5.1.3 Liquidated Damages for shortfall in output and efficiency.</p>	<p>We understand that, the overall aggregate LD i.e. comprising of delay in completion schedule and shortfall in output & shortfall in performance shall not be greater than 10% of contract price. Kindly confirm.</p>	<p>Bidder may note that the provision of Liquidated Damages under Section-I / Vol-2 / Part-II – 03 / Gen & Aux – PTS / Cl. 1.5.1.3 / Cl. 1.5.1.4 is due to shortfall in Output and Efficiency.</p> <p>Further, stipulation of Clause No. 14, Section III Part A pertains to Liquidated Damages due to delay in performance of work.</p> <p>Accordingly, both these clauses will be dealt with independently.</p>