

Pre Bid Commercial Clarification No-3 against NIB No.377 dated 26.11.2020

Sl.No.	Bid Stipulation	Bidder's Query	NEEPCO Reply
1.	<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>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 price (excluding supervision charges).</p> <p>We request to kindly amend clarify the above.</p>	<p>Liquidated Damages for delay shall be as per stipulations of Clause No. 14, Section IIIA of bid document.</p>
2.	<p>Section IIIA, General terms and Conditions Clause 14 Page 67</p> <p>Cancel the entire Contract or a 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.</p>	<p>We understand that the cancellation right shall be exercised only after the maximum LD is reached. Please confirm.</p>	<p>Bid Stipulation shall prevail.</p>
3.	<p>Section III A, General Terms & Conditions</p> <p>Clause 4: Performance Guarantee</p>	<p>We Request NEEPCO to note the below information and amend the clause accordingly: New memorandum (dated 12th Nov. 2020, enclosed) has been issued by Government of India regarding Performance Security of the Contract. The Performance Security amount has been reduced to 3% of the value of the Contract for all the existing contracts and for tenders/contracts concluded till 31.12.2021 Please amend the clause as per reduced</p>	<p>Already incorporated at Clause No. 4.1, Section IIIA of Detailed Bid Document in line with office memorandum dated 12.11.2020 of Government of India.</p> <p>Hence no amendment is required.</p>

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		rate of performance security.	
4.	<p>Section III A, General Terms & Conditions Clause 45: Page 86</p> <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 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>We request to amend the clause as below:</p> <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 and ABG for down payment within 30 (thirty) days of issue of the Letter of Intent for signing of the Contract Agreement. The down payment will be released with 15 days of Contract signing. The date of receipt of down payemnt 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>	Not agreed. Bid stipulation shall prevail.
5.	<p>Section II Instruction To Bidders Clause 30: SIGNING OF CONTRACT / AGREEMENT</p> <p>Section IIIA General terms and Conditions Clause 5</p> <p>After issue of the Letter of Intent and on receipt of its unconditional acceptance and acceptance of CPG, the</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.	Not agreed. Bid stipulation shall prevail.

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	<p>Purchaser shall issue Detailed Order to the Contractor.</p>		
6.	<p>Section III A, General Terms & Conditions Clause 15 Force Majeure page 66</p> <p>Force Majeure risks</p>	<p>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.</p>	<p>Bid Stipulation shall prevail.</p>
7.	<p>Section IIIA , General terms and Conditions Clause 16: TERMINATION OF THE CONTRACT ON THE PURCHASER'S INITIATIVE Page 67</p> <p>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.</p>	<p>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.</p>	<p>The clause already takes care of the apprehension of the bidder. Accordingly, bid Stipulation shall prevail.</p>

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8.	<p>Section IIIA , General terms and Conditions Clause 30.7 page 76</p> <p>The provision of latent defects shall be applicable up to the end of 6 (six) years from the date of successful commissioning of the equipment/plant.</p>	<p>Please accept the clause as below: 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.</p>	<p>Not agreed. Bid Stipulation shall Prevail.</p>
9.	<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>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>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.</p> <p>Accordingly, Bid Stipulation shall prevail.</p>

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10	<p>Section IIIA , General terms and Conditions Clause 28: SUSPENSION OF WORK</p> <p>page 74</p> <p>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 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.</p>	<p>Not agreed. Bid Stipulation shall prevail.</p>
11	<p>Section IIIA , General terms and Conditions Clause 21, ARBITRATION</p> <p>Page 72</p> <p>The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorised</p>	<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.</p>	<p>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.</p> <p>Accordingly, bid stipulation shall prevail.</p>

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	representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor.		
12	Section II Instruction To Bidders Clause 23: Taxes and Duties, Page 29	<p>We Request NEEPCO to note the below information and amend the clause accordingly:</p> <p>This is to inform you that the Government of India has vide Finance Act 2020, introduced a sub-section (1H) to Section 206C of the Income Tax Act, 1961 for the purpose of collection of "Tax Collection at Source" at the rate of 0.1 percent (or 1 percent in case no Permanent Account Number/ Aadhaar Number is furnished) on consideration received from a buyer for sale of goods in excess of INR 50 Lakhs in a previous year. This said provision is applicable to a seller whose total sales, gross receipts or turnover from business carried on by it during the previous financial year exceeds INR 10 Crores. This provision is effective from 1st October 2020. NEEPCO must be aware that NEEPCO will be able to take credit of this TCS against your Corporate Income Tax liability.</p> <p>Government Circular & Press Release in this regard is enclosed for your reference Please add this in the tender clause and also provide the updated format of price schedule so that all bidders can include</p>	<p>Section 206C (1H) of the Income Tax Act, 1961 – vide Finance Act, 2020 relating to Tax Collected at Source (TCS) on sale of goods applicable w.e.f. 1st October, 2020 is inserted as below:</p> <p>The seller is liable to collect TCS @0.1% (@0.075% for the period from 1.10.2020 to 31.03.2021) on consideration received from the buyer, in excess of fifty lakh rupees. TCS need not be collected where the turnover, total sales or gross receipts of the seller is less than Rs. 10 crore in the preceding Financial Year.</p> <p>TCS has to be collected at the time of receipt of such amount, i.e. on RECEIPT BASIS.</p> <p>TCS is to be levied on value of goods inclusive of taxes and duties.</p> <p>TCS is to be levied only on those transactions / invoices where TDS has not been deducted by the customer.</p> <p>Seller should have valid TAN for collecting TCS. The seller is required to Issue TCS certificate in Form 27D, within</p>

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		this in the quoted price.	<p>due dates as mentioned above.</p> <p>It is apparent from the referred Act that the TCS is applicable on sales of goods and the instant tender involves both supply and supervision of erection and the TCS will perhaps be applicable on supply .</p> <p>It is further provided that the provisions of this sub-section shall not apply; if the buyer is liable to deduct tax at source under any other provision of this Act. on the goods purchased by him from the seller and has deducted such amount.</p>
13	<p>Section IV, Vol - 2, Part -II-03 Generator and Aux - PTS, Page 352</p> <p>Liquidated damages for shortfall in output and efficiency</p>	<p>We Request NEEPCO to accept the below amendment in the Said Clause:</p> <p>Maximum penalty due to shortfall in the tested values of rated output and the weighted average efficiency shall restricted to 10% of 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>
14	NIB Clause 12	We request NEEPCO to extend the bid submission date till 31.01.2021	Bidder may refer Corrigendum No. 2 dated 18.12.2020 regarding extension of last date of submission of bids.

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15	Section-IIIB/ Condition of Contract Erection	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.	.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. 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.	As the scope of works at site under this contract shall be limited to supervision of erection testing and commissioning, therefore Storage of material, Store Security, handling, loading & unloading complete shall be in the scope of NEEPCO.	Bidder may note that storage at site is not within the scope of the Contractor. Security arrangement is excluded from the scope of the contractor. Loading & unloading, handling shall be as per Clause No.12, Section IIIA, General Terms and Conditions. However, unloading at site is not in the scope of this contract. Accordingly, Bid Stipulation shall prevail.
16	Section IIIB/ Condition of Contract Erection / Cl.6: Contractor's site office establishment	We understand that, the accommodations for Contractor's staff shall be provided by NEEPCO on free of cost basis. Kindly confirm.	One C-type quarter For 3 (three) Engineers shall be provided by NEEPCO. One Barrack shall be provided to accommodate 4 (four) supervisory staff. The above will be provided on chargeable basis. The successful bidder will be informed of the rent after award of the contract. Contractor will submit a written request to the	Please note, our manpower required at site for completion of work may be more than the number of manpower mentioned by NEEPCO, hence Accommodation for the manpower deputed at site on chargeable basis shall be arranged by NEEPCO accordingly.	All out efforts are to be made to provide the accommodation on chargeable basis.

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			Engineer In Charge for the above. Local conveyance shall be arranged by the Contractor.		
17	Section-IV / Vol-2/Part-II-00 / GTR-PTS / Cl. 9.10 Training	Total man-months for the training module shall be 21. – To confirm	Total man-months for training module shall be 21, which shall comprise of training in design-engineering, erection commissioning & operation – maintenance of Protection system, governing system, Excitation system, SCADA, testing & commissioning and operation & maintenance. Detail program for training shall be finalized at the time of award.	As per standard practice, the training program should be for 21 man-days instead of 21 man-months. Based on our standard training schedule, we will give training at site during the Supervision of Erection, Testing & Commissioning of units, and training duration will not be more than 21 working days. Please confirm.	Pre Bid Clarification given earlier shall prevail.
18	Section-IV / Vol-2 /Part-II-00/ GTR- PTS / Cl. 9.5.1.5 Transportation limitations	Kindly confirm the maximum load carrying capacity & its healthiness of all Bridges/roads on the way from umrongso to Power House.	The exact load carrying capacity of the bridges are difficult to calculate at this stage. However, it is confirmed that all Power House and Switchyard Equipments were transported earlier through the same road. The Bridges are of permanent nature and no damages in the bridge structures have been noticed which may reduce load	Please confirm the maximum weight of equipment / package were transported last time.	M/s POWERGRID, in 2018, had transported 160MVA transformer to Kopili Switchyard having transportation mass of 79 T.

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			<p>carrying capacities of the bridges. The road stretches between bridges are also being attended regularly. As such, there should not be any problem in transportation of Power House and Switchyard Equipments.</p>		
19	<p>Section-IV / Vol-2 / Part-II - 05 / Cl. 1.1.1 (iv) One (1) local control unit (LCU)/RTU at BFV for control & monitoring of BFV function from Power House.</p>	<p>Fiber Optical cable between BFV and PH are in NEEPCO scope. Kindly confirm.</p>	<p>Confirmed.</p>	<p>AC/DC supply for all the RTUs shall be in the scope of NEEPCO.</p>	<p>Confirmed. However UPS requirement for the RTU shall be in your scope.</p>