

Pre Bid Commercial Clarification No.1 dtd 28.02.2026 to NIB No.486 dtd 08.01.2026 for EPC execution of Power House EM Works of 186 MW Tato-I HEP

Sl. No.	Clause no/ Volume/ Page no/	Tender Provision	Clarification required from M/s NEEPCO	NEEPCO Reply
1	Sec-1, DNIB, Clause No.2	Scope of work: Design and Engineering on Computerised Modelling System including supply and installation of software and hardware of international repute for completed plant documentation.	Kindly further clarify requirement of this scope.	“Completed Plant Documentation” usable for long-term, 3D modelling or Building Information Modelling (BIM) Models/Editable files etc along with 2D CAD/PDF drawings, documents etc. shall be supplied. A fully functional digital workstation containing all final “Approved” and “As Built” drawings, documents, manuals and calculations shall be supplied for easy access during Operation and Maintenance of plant.
2	Sec-1, DNIB, Clause No.4 Sec-V, Volume -I Clause 29, ECC	Time of Completion: The scheduled Time for Completion of Works shall be 35 (thirty-five) months reckoned from the date of issue of Letter of Intent (LOI) by the Employer. Time is the essence of the Contract. The Contractor shall provide full programme of the supply and work in detail and completion schedule thereto. Strict adherence to the completion schedule of 39 (Thirty-nine) months from the date of issue of the Letter of Intent shall be the essence of the contract.	Kindly note that time for completion is mentioned as 35 months at clause no. 4 of NIB and 39 months mentioned at clause no. 29 of ECC in tender document. Kindly clarify. Further, we request M/s NEEPCO to increase the time of completion to 42 months from the date of issue of Letter of Intent (LOI).	It is clarified that scheduled Time for Completion of Works shall be 35 (thirty-five) months reckoned from the date of issue of Letter of Intent (LOI) by the Employer. The Completion period wherever mentioned in the bid document as 39 months shall be read as 35 Months.
3	Sec-1, DNIB, Clause No.6.2	6.2 Technical Qualifying Requirement 6.2.1 The bidder shall have successfully.....	We request you to kindly clarify followings: i. We understand that successfully completed means commissioning of machines.	i. Successfully completed means satisfactory completion of work and successful operation of machines with final acceptance certificate from Employer.

	at least 3 (Three) years during the last 7 (Seven) years.	<p>ii. Please note that the after handing over of Hydroelectric plant from contractor to Owner, its owners' responsibility to maintain the Power Plant in line with O&M Manuals provided by contractor. Hence, requirement of "successful operation for at least 3 (Three) years during the last 7 (seven) years" is not practical.</p> <p>In view of above, NEEPCO is requested to kindly change the requirement to 1 Year instead of 3 years.</p>	ii. Bid stipulation shall prevail.
4	Sec-1, DNIB,	General Clearances for the project	We request NEEPCO to kindly mention status of clearances (Environment, Forest, Land acquisition etc.) for the project.	<ul style="list-style-type: none"> • Environmental Clearance: Received • Forest Clearance: Received • Defence Clearance: Received • MHA Clearance: Received • Deptt. Of Fishery GoAP Clearance: Received • Consent to Establish/Operate: Received • Land Acquisition: For Power House Completed
5	Sec-1, DNIB,	General Bid Document	We request NEEPCO to kindly arrange to provide editable data sheets & bidding forms.	Editable data sheets & bidding forms shall be published on CPP Portal and the same can be availed.
6	Sec-1, DNIB, Clause 15	Tender timeline Last Date & time for submission of online bids	We request NEEPCO to extend bid submission date by 6-8 weeks from date of reply of pre-bid queries.	Bidder may refer to Corrigendum No.2 dtd 20.02.2026.
7	Sec-II, IFB, Clause 6	Access to the project site	We request NEEPCO to kindly arrange to provide transport allowable weight (in MT) & Dimension i.e L X W X H.	The Kamba-Tato-Mechuka Highway is being constructed by BRO as per the relevant specification.

				<p>The project road from Kamba-Mechuka road to Tato-I Power House is being built as per the following specifications:</p> <ul style="list-style-type: none"> i) Single lane carriage way width: 3.75M (ii) Minimum Formation width: 7.75M (iii) Maximum vertical gradient: 1 in 15 (iv) Vertical Ruling gradient: 1 in 20 (v) Minimum Radius of curvature: 20.0M <p>Detail Geometric design shall be done as per IRC manual for hills road.</p> <p>The Steel Modular bridge over Yarjep river shall be of Load Class 40R having a clear width of 4.25 Metres. Therefore, dimensions of all the consignments shall be designed accordingly, to the extent possible. The maximum weight of the consignment shall also be finalized as per the Steel Modular bridge specifications. The bidder is requested to visit site and carryout detail survey to ascertain transportation constraints, if any, in the Kamba Mechuka Road as well as the project roads to Power House and Valve House.</p>
8	Sec-IV, GCC, Clause No. 34.7	The provision of latent defects shall be applicable up to the end of 6 (six) years from the date of successful commissioning of the unit.	6 (six) years period for Latent Defects is on higher side. Request NEEPCO to modify clause as under: "The provision of latent defects shall be applicable up to the end of 3 (Three) years from the date of successful commissioning of the unit." In the event of inordinate delay of the project for the reason not attributable to contractor, Latent defects period shall be	Bid stipulation shall prevail.

			reckoned from the date of supply of equipment. Kindly review and confirm.	
9	Sec-III, ITB, Clause 23.4	23.4 REVERSE AUCTION: a. NEEPCO reserves the right to finalize the tender through Tender Cum Auction i. e through the tender followed by reverse auction. b. After opening of Financial bids, Reverse Auction shall be conducted amongst the Techno-Commercially qualified bidders, excluding the Highest (H1) bidder. The date and timing for the Reverse Auction shall be conveyed to the Techno Commercially qualified bidders.....	In respect to Reverse Auction, we request NEEPCO to kindly confirm to our following understanding: 1. We understand that after opening of Financial bids, Reverse Auction shall follow mandatorily. Kindly confirm, 2. In case of only Two bidders, Reverse auction shall take place between two bidders only and exclusion of Highest (H1) bidder shall not apply. Kindly confirm. 3. In case of three bidders also, exclusion of H1 bidder may be removed as it will provides very optimized prices for Employer. For four or more bidders exclusion of H1 bidder deemed suitable.	Bidder may refer to Corrigendum No.3 dtd 24.02.2026
10	Sec-IV, GCC, Clause No. 41.5	Due date of Payment. Payments shall be released within 30(Thirty) days from the date of receipt of technically clear invoice/bill by the Engineer-in-Charge.	For all Direct payment(s), in the event, if there is delay in release of payments to contractor by employer above 30 days, interest charge at the rate of 1.5% above MCLR of state bank of India shall be payable by employer to contractor on such delayed payments. Kindly modify the clause accordingly.	Bid stipulation shall prevail

11	<p>Sec-IV, GCC, Clause No. 15</p> <p>Vol. II, Sec-II, Sub Section 1, Clause 1.2.4-h</p>	<p>LIQUIDATED DAMAGE Reduce the contract price by ½% (half percent) per week or part thereof of delay in completion time of the individual unit subject to a maximum of 10% of the contract price of the individual unit. i) Limitations on Liabilities; Subject to para 1.2.4-h) above, the Contractor’s aggregate liability to pay liquidated damages for failure to attain the functional guarantees shall not exceed twenty five percent (25%) of the Contract price.</p>	<p>As per tender conditions 25% of contract price is very higher side for Functional Guarantees.</p> <p>Further, the maximum/overall amount of liquidated damages for the delay in completion time and functional guarantees shall be capped at 20% of contract price of the individual unit</p> <p>We request NEEPCO to kindly modify functional guarantees clause capping as below:</p> <p>“The Contractor’s aggregate liability to pay liquidated damages for failure to attain the functional guarantees shall not exceed Ten percent (10%) of the Contract price.”</p>	<p>Bid stipulation shall prevail.</p>
12	<p>Sec-III ITB Clause No.14</p>	<p>SIGNATURE OF BIDS: 14.1 The bids must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed at each page by the bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature. For online bids, the document submitted by the bidder must be signed and sealed on each page by the Bidder with this usual signature before scanning and uploading.</p>	<p>We understand that bid document to be signed and sealed on each page only. No need of name printed (person signing bid) on each page is required as this is the online bid.</p>	<p>Bid stipulation shall prevail</p>
13	<p>Sec-III ITB</p>	<p>18.2 Price for Inland Transportation including Freight and Insurance,</p>	<p>We request NEEPCO to kindly allow price variation for Inland Transportation including</p>	<p>Bid stipulation shall prevail.</p>

	Clause No.18.2	Storage and Preservation of all Equipment at any intermediate locations (if required), Delivery to Project Site, Comprehensive Insurance for taking care of eventualities till Handing Over of the Plant/ Work shall remain FIRM and be indicated separately, in Price Schedule-III, given in Section-VII of Volume –I.	Freight and Insurance, Storage and Preservation.	
14	Sec-III ITB Clause No. 1.2.9	Time extension due to Force Majeure shall be granted without any financial benefit to the Contractor.	We request NEEPCO to kindly consider Financial implication due to Force Majeure along with Time Extension.	Bid stipulation shall prevail.
15	Sec-III ITB Clause No. 11.6	The Bid Guarantee shall be made payable without any condition to the Purchaser. The Bid Guarantee shall be valid for a minimum period of 180 (One Hundred Eighty) days and 04(four) weeks thereafter from the date set for opening of bids. If any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation. All bank charges shall be borne by the bidder.	We understand that Bid Guarantee shall be valid for period of 208 days from the date set for opening of Techno-commercial bid, exclusive of the date of opening of techno-commercial bid. Further, for extension of validity of Bid guarantee beyond the bid validity period, shall be sole discretion of contractor.	Bid stipulation shall prevail.
16	Sec-III ITB Annexure-II	i) Price Variation shall be applicable on 90% (Ninety percent) of the Ex-works price of all equipment/items, in Indian Rupees.	We understand that Price variation applicability on 90% contract price taken due to 10% Interest bearing Advance. In case of not availing interest bearing advance by contractor, Price Variation shall be	Noted and Confirm

		<p>(A) For Supply of all Electromechanical Equipment of Powerhouse</p> <p>Price adjustment formula for supply of electro-mechanical equipment: The quoted price of supply of Electro-Mechanical Equipment shall be subject to adjustment as per Price Variation (PV) Formulae given below, with the base date of all indices as on the date 28 (twenty-eight) days prior to the latest date for submission of bids. Date of adjustment shall be 1(One) month prior to the date of dispatch:</p> <p>i) For supply of Electrical Equipments $P1 = Po \times [0.15 + \{0.35 \times (S1/So) + 0.15 \times (C1/Co)\} + 0.35(L1/L0)] - Po$ </p> <p>ii) For supply of Mechanical Equipments: $P1 = Po \times [0.15 + \{0.50 \times (S1/So)\} + 0.35(L1/L0)] - Po$ </p> <p>Wherein, P1 = Adjustment amount payable to the Contractor Po = 90% (Ninety percent) of quoted price.</p>	<p>applicable on 100% (Hundred percent) of the Ex-works price of all equipment/items. Kindly confirm.</p>	
17	<p>Sec-III ITB Clause No. 23.3</p>	<p>23.3 Stage 2: Evaluation and comparison of price bids (Sealed Cover 2) 23.3.1 After completion of the Techno-Commercial evaluation,</p>	<p>Kindly confirm to our following understanding: 1. Evaluation of price bid will be done on total quoted price including Taxes & duties.</p>	Confirmed

		23.3.2 The Price Schedules shall be filled up and uploaded. The evaluation of Price Bids will be done based on the Grand Total Price as per Price Schedule-I inclusive of all taxes and duties.	2. No bid loading on Turbine and Generator Weighted Average efficiency	
18	Sec-II, DNIB Cl. 2	2. SCOPE OF WORK Exclusions: The following item/ services shall be excluded from present scope of works: • Civil works as detailed in clause no. 10, GTS, Sec-I, Vol-II.	We submit that No civil Works, not limiting to exclusions mentioned in the subject Tender, shall be in E&M Contractors scope. M/s NEEPCO is requested to confirm the acceptance.	Bid Stipulation shall prevail.
19	Sec-IV, GCC, Clause No. 41.3	Mode of Payment: Charges towards opening of LC shall be borne by the Contractor.	We request NEEPCO to modify the clause as below: Charges towards opening of LC shall be borne by the Employer.	Bid stipulation shall prevail.
20	Sec-IV, GCC, Clause No. 41.4	41.4 Terms of Payment: a) For Supplies (i)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, along with interest at the rate of 1.5% (one and half percent) above MCLR 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.	Advance provided by Owner enable the contractor in purchasing raw material and doing Engineering. In view of above, M/s NEEPCO is requested to kindly provide an interest free advance to the contractor.	Bid stipulation shall prevail.

21	Sec-IV, GCC, Clause No. 60, 4	<p>Charges on account of extension of Warranty</p> <p>The Charges towards extensions of warranty are to be considered for only those equipments which have been supplied till the scheduled completion period/ extended completion period. Charges towards extended warranty shall be calculated upto 2% of composite contract price per annum on prorata basis.</p>	<p>We request NEEPCO to modify the clause as below:</p> <p>The Charges towards extensions of warranty are to be considered for only those equipments which have been supplied till the scheduled completion period/ extended completion period. Charges towards extended warranty shall be calculated upto 2.25 % of composite contract price per annum on prorata basis.</p> <p>Above is as per standard practice adopted by other PSU/developers for power house capacity below 500 MW.</p>	Bid stipulation shall prevail
22	Sec-II, IFB, Clause 16.7	Land for site installations and quarters etc. will be provided by NEEPCO	<p>We understand that land for storage shall also be provided by NEEPCO.</p> <p>Kindly confirm and also provide the location and area of the same.</p>	The land for storage shall be provided as per bid condition and the location shall be shared confirmed to the successful bidder at a later stage.
23	Sec-II, IFB, Clause 20	TAXES AND DUTIES	<p>We request NEEPCO to specifically mention the taxes which shall be applicable during execution of the project.</p> <p>As far as we can understand the applicable taxes are:</p> <p>GST, BCess, Income Tax.</p>	Bid stipulation shall prevail
24	Sec-IV, GCC, Clause No. 4	<p>PERFORMANCE GUARANTEE</p> <p>Within 30(thirty) days from the date of issue of Letter of Award, / Letter of Intent, the Contractor shall furnish a Bank Guarantee in the Prescribed format, for an amount equal to 10% (ten percent) of the Contract value.....</p>	NEEPCO is requested to consider that the performance guarantee should be 3% of the contract price.	Bid stipulation shall prevail

25	Sec-IV, GCC, Clause No. 41.1 (a) (iii)	15% (Fifteen percent) of Ex-Works Price along with 90% (Ninety Percent) Price Adjustment amount	NEEPCO is requested to modify the clause with 100% PVC amount.	Bid stipulation shall prevail. Bidder may also refer to Clarification at SL. No.15
26	Sec-IV, GCC, Clause No. 41.5	Due date of Payment Payments shall be released within 30(Thirty) days from the date of receipt of technically clear invoice/bill by the Engineer-in-Charge.	We understand that payment except LC payments shall be released in 30 days. NEEPCO is requested to confirm that LC payments shall be released within 7 days.	Bid stipulation shall prevail
27	Vol-I, Sec-VI 9	Clause No. 12.4: The duration of trial operation of the complete equipment shall be six (6) days	(a) Trial Run is for six days as per Cl. 12.4 in Cont. Doc. Vol-I, Sec-VI. Clarification on Initial Operation & Trial Operation of Units is required.	(a) For Initial operation bidder may refer to Cl No 12.3.2 of Vol-I, Sec-VI (General Technical Conditions) of Bid document. After successful initial operation, the unit to be put for trial run as defined in Clause No.12.4(Trial Run), Vol-I, Sec-VI of Bid document with due permission from Engineer In Charge. After successful trial operation, EIC will issue taking over certificate without absolving the contractor for fulfilment of other terms and conditions stated elsewhere as per Cl No.13 Vol-I, Sec-VI of Bid document to put the unit for Commercial Operation. The defect liability / warrantee period will start from this date as per clause 20.4, Vol-I, Sect-V of Bid Document.
28	Vol-I, Sec-V 16 of 56	Clause No.20.2: On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation of 1 (one) month as directed by the Engineer-in-charge. during which period the complete equipment shall be operated integral with sub-systems and supporting equipments as complete Plant. Any defects found in the work done and or materials supplied by the Contractor shall be rectified / replaced at no cost to the Purchaser within such time so that the schedule completion time of the work is not affected.	(b) Shall the initial operation of one month be carried out by successful bidder / Customer. (c) Clarification on Completion schedule of 35 months is required as it appears that one month of Trial Operation is included in the Completion Period. Clarification is required	b) After the operation as stated in (a) above, other operational conditions of one month /till performance guaranty test if any, for the conditions and responsibility, bidder

				<p>may refer to cl 14 Vol-I, Sec-VI of Bid document.</p> <p>c) Completion period as per bid condition ends on the declaration of the unit for commercial operation</p>
29	Vol-I, Sec-V 16 of 56	Clause No.20.5: If, on account of shortage of water and or power, it is not possible to commission the Units immediately after completion of the work, the commissioning and the trial run period of 1(one) month, as stated herein above, shall be carried out at a later date as instructed by the Engineer-in-charge without any extra cost to the Corporation. In such event, the defect liability period / warrantee will start form the date of taking over after successful commissioning.	<p>After Completion of Erection if Commissioning gets delayed due to shortage of water and or power for months, following shall be extra cost:</p> <ol style="list-style-type: none"> 1. Maintenance of establishment and manpower including that of vendors. 2. Extra cost incurred for Preservation of Erected machine. 3. During this period, instrument may get deteriorated. <p>Clarification on how these cost of bidder shall be addressed.</p>	<p>Bid stipulation shall prevail.</p> <p>Bidder may also refer to Clause No.60(GCC), Idling Time Cost Claims: (Valuation of Idling Time Cost Claims) Vol-I, Section-V of Bid document</p>
30	Vol-I, Sec-V 6 of 56	Clause No.7.4: If the work of the Contractor is delayed because of any acts or omission of another Contractor, the Contractor shall have no claim against the Purchaser on that account, other than an extension of time for completion of his works if deemed fit by the Engineer-in-charge.	<p>Bidder should be compensated as per Idling Time Cost Claim as partial or complete demobilisation of bidders setup and or manpower & T&Ps. Customer please confirm.</p>	<p>Bid stipulation shall prevail.</p> <p>Bidder may also refer to Clause No.60(GCC), Idling Time Cost Claims: (Valuation of Idling Time Cost Claims) Vol-I, Section-IV of Bid document</p>
31	Vol-I, Sec-IV 51	Clause No.60: Idling Time Cost Claims		

32	Vol-I, Sec-III 15 of 62	Clause No. 18.8: No price adjustment shall be allowed beyond the scheduled completion date of each activity, unless the scheduled completion date is extended, in which case the cut off dates shall be refixed with reference to the revised scheduled completion date of each activity such as Supply, Erection, Testing and Commissioning. No price adjustment shall be allowed for the period of default/ delay on the part of the contractor.	In case project (Erection, Testing and Commissioning) gets delayed and period of delay is not on the part of contractor/ bidder, clarification on adjustment of contract price for such period is required.	Bid stipulation shall prevail
33	Vol I, Sec-1_Detail_NI B Clause-4,	Time for completion: The scheduled Time for Completion of Works shall be 35 (thirty-five) months reckoned from the date of issue of Letter of Intent (LOI) by the Employer	Time for completion for such size of project is very much on lower side considering the time required for Model test as well as Turbine and Generator shall be build at site. Time for completion may please be increased to atleast 45 months from the date of Contract signing instaed of Lol.	Bid stipulation shall prevail
34	Vol I, Sec-1_Detail_NI B Clause-19:	NEEPCO reserves the right to conduct e-RA to finalize the tender.	The NIT calls National/ Domestic Competitive Bidding in Single Stage -Two-Part bidding Basis with e-reverse Auction. Conduction of e-RA after submission of best prices would put an undue burden on the bidders to lower the prices further and sometimes well below the estimate which may result in pressures during execution, which may not be in the interest of the project.	Clarification is being issued through corrigendum. Bidder shall refer to same which will be available in the CPP Portal.

			<p>Further, please note that Electro-mechanical tenders consist of a highly specialized/engineered technical scope of supply and services where there are both prices as well as other technical criteria are considered for offering the best price for the project to become an L1 bidder. Therefore, e-RA is generally avoided in the procurement of high-end products in which quality, safety aspects, and stakes of commercial losses are major considerations. Therefore, we request you kindly delete the e-Reverse Auction for this project.</p> <p>We would also like to mention that e-Reverse Auction is not applicable in many Central PSUs. Therefore, we request you to kindly remove this clause. Please accept the removal of e-RA from this tender.</p>	
35	Section-II (a), Information for Bidder, Clause No.4:	Scope of Work- Exclusion	<p>We request NEEPCO to add following line at the end of this clause which is as under:</p> <p>Civil fronts for EM equipment installation shall be provided free from hindrances/ restrictions as far as practicable including their access. The civil fronts handing over for E&M erection shall be done after joint signature of Checklists & Handover</p>	Bid stipulation shall prevail.

			protocols. Any delay in providing the civil fronts as per schedule will imply in additional time & cost corresponding to such delay will provided by NEEPCO to Contractor.	
36	Vol- I, Section-II, Information for Bidder, Clause No. 16.2:	Power Supply	We request NEEPCO to provide construction Power at the worksite /colony for cost optimization point of view. Please Confirm.	Bid stipulation shall prevail.
37	Vol- I, Section-II, Information for Biider Clause No. 16.5:	Water Supply	We request NEEPCO to provide construction water as well as potable water for labor and other personnel at the worksite /colony. Please Confirm.	Bid stipulation shall prevail.
38	Vol- I, Section-II, Information for Biider Clause No. 16.7:	Land for Accommodation, insallation and Storage Area	We request NEEPCO to please add following line in this clause" Levelled land of required size within close vicinity of power house shall be provided to Contractor on free of cost basis for Construction of store, sheds required for handling of EM material as well as accomodation for site staff. Land shall be above high flood level for safe storage and safety of contractor's personnel. EEPCO shall also provide and maintain at its own expense all lighting, fencing, and watching when and	Bid stipulation shall prevail.

			where necessary for the proper execution and the protection of the Facilities, or for the safety of the Contractor and occupiers. Please accept our request.	
39	Vol-1, Sec-III, Instruction to bidder GCC: Clause No.20:	Taxes and duties: Taxes, duties and levies as indicated by the Bidder at price schedules Section -IX shall be inclusive of all existing Taxes, Duties, Levies, Monopolies, Mahal Charges, Royalties, Octroi, Cess, etc. imposed by the Government as on the date 28 (twenty eight) days prior to the latest date for submission of bids	<p>1. We understand that only GST shall be considered by Contractor under Taxes and duties and " Monopolies, Mahal Charges, Royalties, Octroi, Cess" etc. are not applicable. Please confirm.</p> <p>2. Further, tender is silent against BOCW cess applicability for the subject project. As our scope of work is limited to E&M works, and hence we understand that the BOCW Cess is not applicable as per the recent judgments in this regard.</p> <p>Further, if BOCW cess shall be applicable for this project. Kindly confirm the same will be applicable only on the services portion price or on the total contract price (supply and services both). Please also provide the tax schedule / Column in Price Schedule in this regard to fill.</p> <p>Please confirm.</p>	<p>1. Bid stipulation shall prevail. Bidder to assess the applicable taxes and duties before quoting the prices.</p> <p>2. In case of applicability of BOCW cess and wherever the bidder is not registered for compliance of BOCW Act 1996 and Cess Act of 1996, documentary evidence produced by the bidder on receipt of Cess paid by bidder's Sub-Contractor to the concerned Appropriate Authority, shall be acceptable for reimbursement by NEEPCO.</p>

40	Vol-1, Sec-IV, GCC, Clause No. 12.2:	In addition to the provision of Clause no. 12.1 above, which relates to the recovery by the Purchaser of any amounts that the Purchaser may have paid for which the Contractor is liable under the Contract, the Purchaser shall also be entitled to recover all dues in terms of the Contract including, but not limited to, Liquidated Damages for delay etc. by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities/guarantees under the Contract and/or otherwise.	We request to delete the last word "and/or otherwise" from this clause. This is required so that said clause does not imply to any other existing or upcoming contracts.	Agreed.
41	Vol-I, Sec-IV: General Conditions of Contract, Clause No.29.2: Training of personnel, Page No.29:	29.2 ... Local transport during the training period, lodging and boarding expenses and other incidental expenses shall be borne by the Contractor during the entire period of training. The number of trainees in each group shall be decided in mutual consultation with the Contractor	We request you to please freeze number of man days for training so that suitable cost can be considered for lodging and boarding expenses. No. of trainee in each group shall be decided mutually.	Tentatively 300 man-days to be considered. (20 trainees for 15 working days, no. of groups to be decided mutually)
42	Vol-I, Sec-V, Clause No. 7.4:	Delays	We request NEEPCO to provide both Time extension and cost compensation in case reason for delay is not attributable to Contractor.	Bid stipulation shall prevail.

				Bidder may refer to Clause No.60: Idling Time Cost Claims: (Valuation of Idling Time Cost Claims), Vol-I, Section-IV(GCC).
43	Vol-I, Sec-V, Clause No. 11.5:	Protection of material and works	We request NEEPCO to modify the clause " Should any damage to the Contractor's work occur because of the other party not being under his supervision or control, the Contractor shall make his claim directly with the party concerned Employer" . Please accept our request as we do not have any direct relation with other party.	Bid stipulation shall prevail.
44	Vol-I, Sec-V, Clause No. 20.2:	Commissioning	We request NEEPCO to consider the successful trail run of 72 hours as commissioning. This is in line with standrad market practise. One mont trail period is long time and will invite more cost to project.	Bid stipulations shall prevail. Bidder may also refer to clarification at Sl.No.27 and 28.
45	Vol-I, Sec-V, Clause No. 20.3	Statutory clearance	We request NEEPCO 'to obtain all statutory clearances from the concerned Authority including payment of fees to the concerned authority / electrical inspector' in their scope being owner of the project. Contractor shall assist the NEEPCO with documentation as per requirement.	Bid stipulations shall prevail.

46	Vol-I, Sec-V, Clause No. 20.5	Delay in commissioning	<p>We request NEEPCO to modify the clause " If for reasons not attributable to the Contractor including but not limited to shortage or unavailability of water or power grid, it is not possible to commission the Units immediately after completion of work within 1 month time from the date of Completion or any other period agreed upon by the Employer and the Contractor, the Contractor shall serve notice on the Employer to this effect and in case no communication is received from the Employer within 15 days of receipt of such notice from Contractor in this regard, the Contractor shall be deemed to have fulfilled its obligations with respect to commissioning. Clause no. 20.2, 20.3 and 20.4 shall not apply in this case and Defect liability period shall start from this date. Contractor shall be demobilised / removed from the site along with tools and tackles and NEEPCO shall be responsible for further watch and ward, periodic maintenance and further care of the equipment. Kindly appreciate that Contractor shall not be bound for unlimited period under the contract.</p>	Bid stipulation shall prevail.
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47	Vol-I, Sec-V, Clause No. 20.5:	Time is essence	We request NEEPCO to delete this phrase as the project of such nature comes with its own uncertainties and challenges. LD provisions are already available in tender document for any delay.	Bid stipulation shall prevail.
48		Monsoon/ dewatering	We request NEEPCO to consider "necessary dewatering of powerhouse or any other area during construction phase till wet commissioning and adequate flood protection arrangement for powerhouse complex shall be ensured by the NEEPCO. Please accept	Bid stipulation shall prevail.
49	Vol-I, Sec-V, Clause No. 38.1:	Protest	We request NEEPCO to modify the last line as " Such decisions of the Corporation / Head of Project, shall be communicated to the Contractor under the title "Decisions revoked by the Head of Project," and shall be binding on the Contractor and shall be mutually agreed between Contractor and NEEPCO.	Bid stipulation shall prevail.
50	General:	Employer responsibilities for erection and commissioning	We request NEEPCO to consider the following in thier scope: 1. HSE conditions (Security in & around site, safe access to the work sites, covering of openings/hatches, handrails, general area lighting, evacuation plan, arresting of water seepages/rock falling, general cleanliness, dust free conditions for erection of critical	Bid stipulation shall prevail.

			<p>equipment, ventilation during construction, public facilities etc) during construction to be ensured by the Employer.</p> <p>2. No blasting/Overhead works shall be allowed at the time E&M installation in/nearby area where E&M erection is ongoing.</p> <p>3. Erection of all equipment including draft tube and spiral casings to be installed by power house EOT crane. In case working front for installation of EOT crane is not available, NEEPCO shall provide suitable cost and time extension.</p> <p>4. All testing & commissioning power supply to be arranged by NEEPCO without any cost to Contractor.</p> <p>5. Welding of penstock pieces with MIV shall be in NEEPCO scope.</p> <p>6. The connection between Take-off gantry to Grid transmission line tower to be made by the NEEPCO.</p> <p>7. Necessary forms / support for registration of our erection sub-contractor shall be provided by NEEPCO.</p>	
51	General:	Transport limitations	<p>We have conducted a detailed route survey and observed the limitation enroute. Considering the heaviest component (Pressure Shaft Valve) It is requested to please ensure to provide suitable road to transport the equipment of size at least</p>	<p>The Kamba-Tato-Mechuka Highway is being constructed by BRO as per the relevant specification.</p>

			<p>Length 7.25 (m)X Width 5.6 (m) X Height 3.5 (m) and weight wise atleast 70 tons material without trailer must be ensured by NEEPCO. Any widening of road, chipping, strengthening and widening of bridges, cutting the trees and mountain edge, overhead wires etc. shall be in NEEPCO scope. Any delay in availability of road (including approach road) shall be to NEEPCO account.</p> <p>It is further understand that any Upgradation and maintenance of all roads for access to and within Power House shall be NEEPCO responsibility.</p>	<p>The project road from Kamba-Mechuka road to Tato-I Power House is being built as per the following specifications:</p> <ul style="list-style-type: none"> i) Single lane carriage way width: 3.75M (ii) Minimum Formation width: 7.75M (iii) Maximum vertical gradient: 1 in 15 (iv) Vertical Ruling gradient: 1 in 20 (v) Minimum Radius of curvature: 20.0M <p>Detail Geometric design shall be done as per IRC manual for hills road.</p> <p>The Steel Modular bridge over Yarjep river shall be of Load Class 40R having a clear width of 4.25 Metres. Therefore, dimensions of all the consignments shall be designed accordingly, to the extent possible. The maximum weight of the consignment shall also be finalized as per the Steel Modular bridge specifications. The bidder is requested to visit site and carryout detail survey to ascertain transportation constraints, if any, in the Kamba Mechuka Road as well as the project roads to Power House and Valve House.</p> <p>However, in the event that the dimensions and / or weight of any single consignment is beyond the limits of project roads/ project bridges as specified above, NEEPCO will assist in transportation of such ODC / OWC consignments.</p>
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52	General:	Estimated cost of INR 395.63 Crore (including GST) as published on portal	Budget seems on lower side for the scope of work as per tender requirement. We request you to please look in to the same for adequacy.	Bid stipulation shall prevail.
53	Section-III A, GCC Clause 16, Page 20	FORCE MAJEURE: The “Force Majeure” risks are those which are beyond the control of either the Corporation or the Contractor and are defined as below:.....	We request NEEPCO to add this clause at the end of this clause as no party can agree to open ended force majeure period. (iv) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution including that of commercial settlement & Time extension, failing which the dispute will be resolved in accordance with GCC, Clause 21. (V) Under no circumstance, the occurrence of Force Majeure event shall prevent the Customer from fulfilling its obligation to release payments to the Contractor for the work undertaken and/or performed during this period. Reference is drawn to many Central /state PSUs(like NHPC, SJVNL, CVPPL, UJVNL) tenders in this regard.Extract of NHPC Force	Section-III A, GCC mentioned by the prospective bidder is not part of the bid document of the present tender.

			Majeure clause is enclosed as per Annexure-A.	
54	Section-III A, GCC Clause 12, Page 15	Deductions From Contract Price: 12.2 In addition to the provision of Clause no. 12.1 above, which relates to the recovery by the Purchaser of any amounts that the Purchaser may have paid for which the Contractor is liable under the Contract, the Purchaser shall also be entitled to recover all dues in terms of the Contract including, but not limited to, Liquidated Damages for delay etc. by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities/guarantees under the Contract and/or otherwise.	<p>We request you to kindly delete the words “and/or otherwise” from the referred clause, so as to ensure that any deductions or set-offs remain applicable to this Contract only and that the said clause does not extend its implication to any other existing or forthcoming contracts.</p> <p>In this regard, please note that NEEPCO had accepted our request in Pre-Bid Commercial Clarification No. 1 dated 28.03.2025 pertaining to NIB No. 475 dated 21.01.2025 for Package-III, E&M Works of Tato-I HEP.</p> <p>In view of the above, we request you to kindly confirm deletion of the said words in the present tender as well.</p>	Section-III A, GCC mentioned by the prospective bidder is not part of the bid document of the present tender.
55	Section-III A, GCC Clause 14, Page 19	14.13 The contractor shall be liable for any damage or loss that may happen to the works or any part thereof caused by its negligence, fault, or breach of contract except the loss or damage occasioned by force majeure risks covered under the EAR Policy. Any such loss or damage shall be made good conforming to the requirements of the contract on receipt of instructions from	<p>We request NEEPCO to accept our suggestion which is as under:-</p> <p>The contractor shall be liable for any damage or loss that may happen to the works or any part thereof except the loss or damage occasioned by force majeure risks. Any such loss or damage shall be made good conforming to the requirements of the</p>	Section-III A, GCC mentioned by the prospective bidder is not part of the bid document of the present tender.

		<p>the engineer-in-charge at contractor's cost.</p>	<p>contract on receipt of instructions from the engineer-in-charge at contractor's cost. In case, redoing of the works damaged or lost is decided to be not required by the owner and such decision is notified by the engineer-in-charge, then the claim proceeds received from the insurer against such loss or damage shall be passed on to the owner.</p> <p>Please confirm.</p>	
56	<p>Section-III A, GCC Clause 14, Page 20</p>	<p>14.16The contractor shall be responsible for making good to the satisfaction of the owner any loss of, and any damage to all structures and properties moveable or immovable belonging to the owner or being executed or procured or being procured by the owner or belonging to other agencies engaged by the owner and working within the site, if such loss or damage is due to the fault and/or the negligence or acts or omissions of the contractor, his sub-contractors and their employees, agents and representatives.</p>	<p>We request NEEPCO to accept our suggestion which is as under:-</p> <p>The contractor shall be responsible for making good to the satisfaction of the owner any loss of, and any damage to all structures and properties moveable or immovable belonging to the owner or being executed or procured or being procured by the owner or belonging to other agencies engaged by the owner and working within the site, if such loss or damage is due to the fault and/or the negligence or acts or omissions of the contractor, his sub-contractors and their employees, agents and representatives.</p> <p>As mentioned in clause no 37, section-III A, GCC (Limitation of Laibilities), Neither party is liable for any losses, So we request to</p>	<p>Section-III A, GCC mentioned by the prospective bidder is not part of the bid document of the present tender.</p>

			delete the word ("any loss) under clause 14.16 as mentioned above. Please confirm.	
57	Section-III A, GCC & Volume II Section-II, Particular Technical Specifications Clause 15, Page 20 & Clause 1.2.4, Page 12	Liquidated damage for Delay and performance (Limitations on Liabilities)	We understand that the liquidated damages is "sole and exclusive remedy". Please confirm	Section-III A, GCC mentioned by the prospective bidder is not part of the bid document of the present tender.
58	Section-III A, GCC Clause 17.6, Page 25	Termination of the Contract due to Owner's convenience 17.6 In the event of termination of the Contract due to Owner's convenience, Bank Guarantee for Contract Performance shall be released to the Contractor on receipt of a Bank Guarantee equivalent to 10% (Ten percent) of the value of Supply/Works completed by the Contractor. This BG shall be valid for a period of 12	<p>We request the Owner to kindly delete the requirement of submission of a Bank Guarantee (BG) equivalent to 10% of the contract value in the event of termination of the Contract due to the Owner's convenience.</p> <p>An extract of the NHPC clause on "Termination of Contract by Employer's Convenience" is attached as Annexure-B for reference. As per the said clause, there is no provision requiring submission of such a Bank Guarantee.</p>	<p>Section-III A, GCC mentioned by the prospective bidder is not part of the bid document of the present tender.</p> <p>Bid stipulation shall prevail</p>

		months plus 90 days thereafter upon completion of the works in all respects.	In view of the above, we request NEEPCO to consider deleting this requirement from the present tender as well, to maintain consistency with the NHPC provisions.	
59	Section-III A, GCC Clause 34, Page 36	34.7 The provision of latent defects shall be applicable up to the end of 6 (six) years from the date of successful commissioning of the unit.	We request NEEPCO to accept our suggestion which is as under:- The provision of latent defects shall be applicable up to the end of 5 (Five) years after end of Warranty period of the unit.	Section-III A, GCC mentioned by the prospective bidder is not part of the bid document of the present tender.
60	General	BOCW Cess	We understand that, if BOCW cess is applicable for this project, the same shall be reimbursed by NEEPCO, irrespective of whether it is paid by bidder or by bidder's sub-contractor. We request you to kindly confirm the same. In this regard, please note that NEEPCO had accepted our request during the Detailed Evaluation of bidder pertaining to NIB No. 475 dated 21.01.2025 for Package-I, E&M Works of 186 MW Tato HEP.	In case of applicability of BOCW cess and wherever the bidder is not registered for compliance of BOCW Act 1996 and Cess Act of 1996, documentary evidence produced by the bidder on receipt of Cess paid by bidder's Sub-Contractor to the concerned Appropriate Authority, shall be acceptable for reimbursement by NEEPCO.