

**Pre-bid Clarifications No. 1 Dated 14-06-2025 to Pre-bid queries on stipulations of Bid Document against NIB No. 482 Dated 28-04-2025 for “Package-I: Civil & Hydro-Mechanical Works of Diversion Tunnels pertaining to Tato-II Hydro Electric Project (700 MW), Arunachal Pradesh”**

**(This Pre-bid Clarifications shall form part of the Bid Document and shall supersede the corresponding stipulations of the Bid Document, wherever these are at variance.)**

Sl. No.	Ref. Clause No.	Tender Stipulations	Pre-Bid queries /modifications requested by bidders	NEEPCO's Clarifications
1	NIT, ITB-11	BID PRICE	We suggest that, the "Bid Price" and the "Contract Price" when awarded shall be excluding GST as per the GST guidelines so that, the cascading cost implications to the contractor against performance guarantee, Insurances, advances, etc. can be avoided. This will bring savings to the employer which otherwise will have to be loaded in the quoted prices by the contractor. The GST shall be paid separately as per actual.	The rates to be quoted by the bidders in Bill of Quantities (Form-A, Part-8 of Bid Document) shall be inclusive of all applicable taxes, duties, levies etc. including GST and quoted rates/prices shall be subject to adjustment as per Clause 13.7 & 13.8 of PCC as per Clause 11, Part-3(ITB) of Bid document. In respect of the particulars of all applicable taxes, duties, levies etc. considered /included in quoted rates, bidders shall indicate the same in Form-B (Schedule for taxes, duties, levies, cess etc.), Part-8 of Bid Document as per Clause 11(v), Part-3 of Bid document. Accordingly, Bid stipulations shall prevail.
2	NIT-4	<b>Time of Completion:</b> The scheduled Time for Completion of Works shall be 18 (eighteen) months reckoned from the date of issue of Letter of Acceptance by the Employer	Since the project location is very remote and unavailability of access road to reach the project location and based on our initial assessment of the project and considering the volume of work involved, the time provided is very inadequate and shall be revised as at least 24 months.	Bid Stipulations shall prevail.
	ITB-10.3	<b>TIME FOR COMPLETION:</b> The scheduled Time for Completion of the Works shall be 18 (eighteen) months reckoned from the date of issue of Letter of Acceptance		
	ATT-1.1.3.3	Time for Completion of the Works 18 months reckoned from date of Letter of Acceptance (LOA)		
3	PCC- CI 2.1	<b>Right of Access to the Site:</b> (b) of sub-clause 2.1 is deleted and substituted by the following: "Payment of any such Cost, which shall be included in the Contract Price."	We request to reinstate the FIDIC Conditions.	Bid Stipulations shall prevail.
4	PCC-4.2	<b>Performance Security:</b> <b>1st Para:</b>	Kindly allow 45 Days' time to submit the Contract Performance Bank Guarantee.	Bid Stipulations shall prevail.

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		The Contractor shall deliver Performance Security to the Employer within 21 days of issue of Letter of Acceptance. ....		
5	PCC-4.2 ATT-4.2	Amount of Performance Security.... 5% of the Accepted Contract Amount.	We request to reduce the Performance Security to 2% and the Retention Money to 3% so that the Total Security from the Contractor under the Contract shall be limited to 5% of the Contract Price.	Bid Stipulations shall prevail.
	PCC-4.2 ATT-4.2	<b>Amount of additional Performance Security for sub-contractor's performance .....</b> 5% (five percent) of the value of sub-contracted works.		
	ATT - 14.3	Percentage of Retention Money: @ 5 % (five percent)		
6	IFB-1.15	<b>MUCK DISPOSAL AREAS:</b> The spoil from the various construction sites would be disposed off at designated sites in a controlled and orderly manner. All measures would be adopted to ensure that the dumping of muck does not cause injury or inconvenience to the people or the property around the area. The spillage of muck into the river at any site would be prevented by making concrete toe walls with wire gabions over them to retain the muck pile.	Kindly provide the distance to the Muck Disposal area from respective project components to calculate the lead of haulage of excavated muck from the diversion tunnels.	Infrastructures Plan has already been provided at Tender <b>Drawings No. NEEPCO/Tato-II/RDW/014</b> . The bidder may assess the lead of haulage considering the same.
7	PCC - 4.2	The Contractor shall deliver Performance Security to the Employer within 21 (twenty one) days of issue of Letter of Acceptance. The Performance Security shall be in the form of a Bank Guarantee (including e-Bank Guarantee), as stipulated by the Employer in the Appendix to Tender. The Performance Security of a Joint Venture shall be in the name of individual partner of Joint Venture in proportion of its participation share. The Performance Security bank guarantee for the amounts expressed in Indian Rupees shall be issued by an Indian Nationalised/Scheduled Bank or a Foreign Bank notified as a Scheduled Bank under the provisions of the 'Reserve Bank of India Act' through any of its Branches in India.	Kindly modify the 2nd sentence as below to bring clarity on the provision of Insurance Surety Bond.  The Performance Security shall be in the form of a Bank Guarantee (including e-Bank Guarantee) or Insurance Surety Bond, as stipulated by the Employer in the Appendix to Tender.	In respect of the option for submission of Performance Security in the form Insurance Surety Bond, the same is already incorporated in Clause 4.2 itself of PCC (Part-4) of Bid document. Accordingly, Bid Stipulations shall prevail.

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		The Insurance Surety Bond issued by an Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority (IRDAI) in Indian currency (INR) shall only be acceptable.		
8	PCC- 4.2	<b>Performance Security: Para-8<sup>th</sup></b> The Performance Security bank guarantee provided by the Contractor shall be valid upto 60 (Sixty) days beyond Defects Notification Period. The additional Performance Security bank guarantee provided by parent company and/or sub-contractor shall be valid till completion of the part of the Works executed by the sub-contractor and/or subsidiary company.	We request to consider validity/release of performance bank guarantee on completion of works, as the retention Money is also kept till completion of Defect Notification Period, as per PCC 14.9.	Bid Stipulations shall prevail.
9	PCC- 4.12	<b>Unforeseeable Physical Conditions</b> Delete the words "and man-made" in the first para.	We request to reinstate the FIDIC Conditions.	Bid Stipulations shall prevail.
10	GCC- 4.13	<b>Rights of Way and Facilities</b> The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which he may require, including those for access to the site.	The responsibility of providing encumbrance free rights-of-way for the execution of the project free of cost to the Contractor shall remain with the Employer. Please modify the clause accordingly.	The provisions stipulated in Clause 4.13 of PCC (Part-4 of Bid Document) has been reworded as below: "Sub-Clause 4.13 of GCC (FIDIC 1999) stands modified as below: Rights of way required by the Contractor for accessing the site shall be provided by NEEPCO. However, the Contractor shall provide, at his risk and cost, any additional facilities outside the site, which he may require for the purpose of the Works." Accordingly, Bid stipulations shall prevail.
11	PCC 7.8	<b>Royalties</b> The contractor shall pay all royalties, rents and other payments for: (a) natural Materials used, and (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the	Kindly clarify the prevailing rates of royalties for various materials like earth, Rock, Aggregates etc.	Contractor will collect relevant information of prevailing rates of royalties from the concerned authorities of Govt. of Arunachal Pradesh during site visit or otherwise, which may be taken care of for submission of bid. Accordingly, Bid stipulations shall prevail.

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		extent that disposal areas within the Site are specified in the Contract.		
12	PCC/ATT-CI 8.7/ITB	Maximum amount of Delay Damages: 10% of the Accepted Contract Amount.	Kindly limit the maximum amount of delay damages on account of work as a whole and Interdependent Contract Milestones to 5% of the accepted contract amount.	Bid stipulations shall prevail.
13	PCC-8.7	<b>Delay Damages: 2nd Para</b>  These Delay Damages, recovered from the Contractor, if any shall be waived off/ returned back to the Contractor, if whole of the work is completed in the scheduled time as stated in Sub-Clause 8.2.	Kindly modify the sentence as "These Delay Damages, recovered from the Contractor, if any shall be waived off/ returned back to the Contractor, if the subsequent milestone is achieved on time or whole of the work is completed in the scheduled time as stated in Sub-Clause 8.2.	Bid stipulations shall prevail.
14	PCC-14.2(a), (i) ATT-14.2	<b>(i) Advances for initial mobilisation, preliminary, enabling ancillary works.</b> Interest bearing Mobilization Advance shall be released to the Contractor to the extent of % (..... percent) of Accepted Contract Amount (as specified in Appendix to Tender) on written request from the Contractor, subject to the following conditions: (a) The advance shall be interest bearing at the rates specified in Appendix to Tender and recovery shall be linked with progress of work.	<ul style="list-style-type: none"> <li>• We request to provide the interest free mobilization advance, limited to 10% of contract price in to two equal installments. Accordingly, kindly modified the said clause.</li> <li>• We request to provide the interest free Equipment advance. Accordingly, kindly modified the said clause.</li> </ul>	Bid stipulations shall prevail.
	PCC-14.2(a),(ii) ATT-14.2	<b>ii) Advance for Contractor's Equipment</b>  Contractor's Equipment Advance, up-to a maximum of .....% (..... percent) of the Accepted Contract Amount ( as specified in Appendix to Tender) shall be payable to the Contractor. Such Advance shall be interest bearing at the rates specified in Appendix to Tender against submission of BG of equivalent... ...		
	ATT-14.2	<b>Mobilisation advance:</b> 5% (five percent) of Accepted Contract Amount. <b>Equipment advance:</b> 10% (ten percent) of Accepted Contract Amount.		

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		Interest rate (on advance): State Bank of India MCLR for one year applicable as on date of LOA plus 150 bps.		
15	GCC- 19.1 (v)	<b>Force Majeure</b> (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.	Sub-clause (v) may be modified as "natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, landslides, cloud bursts etc."	Bid stipulations shall prevail.
	PCC-19.1 (v)	In sub-paragraph (v) of Sub-Clause 19.1, add the words "floods, lightning" after the word "hurricane".		
16	PCC-CI, 20.1 Para 7	Further, the resources (Equipment/Manpower) shown in the data sheets .... No claims will be entertained on the grounds that there has been less progress than anticipated using these resources.	It is pertinent to note that the bid price is derived based on the resources planned during bid stage according to the requirement of works considering its ideal output based on the site conditions envisaged during bid. If there are delays/low efficiencies due to specific site related issues which are beyond the control of the contractor and thereby requires additional resources, then the additional cost incurred by the Contractor against the same shall be compensated. Please modify this clause accordingly.	Bid stipulations shall prevail.
17	PCC-Appendix-C	<b>Risk Allocation Schedule:</b> <b>I. METEOROLOGICAL/ HYDROLOGICAL</b> 1. Adverse climatic Conditions including heavy rains. <b>Risk allocation Employer = NIL</b>	Kindly allow to Extension of time (EOT) & Cost thereby against this, on occurrence of the risk during construction.	Bid stipulations shall prevail. .
18	PCC-Appendix-C	<b>III CONSTRAINED ACCESS TO SITE</b> 1. Obstruction of Highways/roads connecting the Site due to heavy traffic/ bad weather conditions/ accidents etc. <b>Risk allocation Employer = NIL</b>	Kindly allow to Extension of time (EOT) & Cost thereby against this, on occurrence of the risk during construction.	Bid stipulations shall prevail.
19	PCC-Appendix-C	<b>VIII. UNDER GROUND EXCAVATIONS</b> 1. Occurrence of hard rock strata substantially adverse than that specified in Information for Bidders: 6. Emission of harmful gases out of construction activities <b>Risk allocation Employer = NIL</b>	Kindly allow to Extension of time (EOT) & Cost thereby against this, on occurrence of the risk during construction.	Bid stipulations shall prevail.

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20	PCC-Appendix-C	<b>IX. GENERAL HAZARDS</b> 1. Opposition by the land rehabilitees. 3. Accidents, Strikes by workers other than general strike in the area. 5. Non-availability of water/ Power supply <b>Risk allocation Employer = NIL</b>	Kindly allow to Extension of time (EOT) & Cost thereby against this, on occurrence of the risk during construction.	For Pt. No. 1 "Opposition by the land rehabilitees", the respective bid provision for Risk allocation is stipulated as below:  <b>Employer:</b> EoT  <b>Contractor:</b> All other than those borne by Employer.  Accordingly, Bid stipulations shall prevail.  For Pt. No. 3 & 5, Bid stipulations shall prevail.
21	TS-3.10.3	iii) Payment will only be made for removal of accepted overbreak up to a maximum extent of 7% of the theoretical pay line (B-line) area. Any accepted overbreak beyond the above limits of 7% of the pay line area shall be removed at the Contractor's own cost.	It is pertinent to mentioned that the overbreak caused due to geological reasons are purely beyond the control of contractor and the contractor can neither estimate the extent of the same or afford the extra cost due to the same. Hence kindly delete these clauses so that the removal and filling of the overbreak caused due to geological reasons shall be payable separately without any limitations.	Bidder's understanding in respect of backfilling of accepted geological overbreak is not correct.  Bid stipulations shall prevail.
	TS-3.10.5 (v)	No extra payment will be made for the following:  a) Over-excavation, removal of material beyond the pay line, or backfilling with concrete, shotcrete or grout beyond the pay line (B-line), except that due to geologically accepted overbreak as specified above. This applies also to any rectification works resulting from incorrect surveys and/or blasting,		
22	TS- Part-5(B) Chpt-02, Cl. 2.17.2 vi)	The Unit Prices, if not specifically stipulated otherwise, shall be deemed to include the entire cost of, but not limited to the following: a)..... b) Provisions for loading, hauling and dumping the excavated material on stockpiles, dumping areas or points of incorporation into permanent works including all lift and lead upto 3.0 km from the site of excavation, shaping and trimming of the excavated materials in the dumping areas as specified, clearing of the	It appears from the referred clauses, that the payment against the protection works to be carried out in the dumping sites is not payable separately. It may be noted that, major masonry/ gabion/ concrete walls will be required to protect and maintain the dumping sites as per the environmental requirements especially in this hilly region and quantities for the same can not be estimated at this stage by the bidder. Hence, it is requested that the payment against the protection works in the	Bid Stipulations shall prevail.

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		stockpile areas, formation and maintenance of stockpiles,	muck disposal area shall be measured and paid separately as per actual quantity executed. Kindly modify the clauses accordingly.	
	TS- Part-5(B) Chpt-03, Cl. 3.10.1 iii)	Payment for excavation in tunnel will be made at the applicable unit bid rate per cubic metre as indicated in the Bill of Quantities and shall include the entire cost of — but not be limited to — the following: a)..... b)Provisions for and the operation of vehicular as well as train traffic; loading, hauling, and dumping the excavated material on stockpiles, spoil tips, or points of incorporation into the Permanent Works up to 3.0 km radial distance from the nearest portal for tunnels; clearing, shaping, trimming and maintenance of the disposal areas as specified; clearing, shaping, trimming and maintenance of the stockpile areas, re-cultivation of disposal and stockpile areas; re-handling of suitable materials including segregating, grading, drainage and drying of materials suitable for use in other construction or as backfill,		
	TS- Part-5(B) Chpt-03, Cl. 3.10.5 v)	Exclusions: v) No extra payment will be made for the following: a) ..... f) Clearing, grubbing and maintaining in the disposal and stockpile areas,		
23	General	Adverse Climatic/Site Conditions	Adverse Climatic/Site conditions, like Floods, cloud bursts, road blockages, landslides etc. has not been covered under GCC/PCC. Since the project area is vulnerable to such conditions, we request you to please cover these conditions under PCC and extension of time against the same shall be granted to the contractor.	<ul style="list-style-type: none"> <li>The provision related to adverse climatic/site conditions and admissibility of extension of time thereof have already been incorporated in Clause 1 of Meteorological Risk under 'RISK ALLOCATION SCHEDULE' (Appendix-C) of Sub-Clause 17.7 (Risk Allocation Schedule and Risk Register), PCC (Part-4) of Bid document and related Sub-Clause 8.4 (Extension of Time for Completion) of PCC (Part-4) of Bid document. Accordingly, Bid stipulations shall prevail.</li> </ul>

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				<ul style="list-style-type: none"> <li>• Further, it is to clarify that cloud bursts, certified by concerned meteorological department shall be considered as an exceptionally adverse climatic condition in order to qualify for extension of time thereof as per Sub-Clause 8.4(c) of GCC (FIDIC 1999) (Part-4) of Bid document.</li> </ul>
24	General	Status of Clearances	Kindly confirm the status of various clearances of the project like: a) Environmental Clearance b) Forest Clearance c) Approval PIB / CCEA d) Land Acquisition	EC obtained.  FC under process.  PIB/CCEA under process.  Land acquisition obtained.
25	General	Likely date of award	Kindly inform likely date of award of contract to plan for the resources according to the stat date.	Award of work shall be issued immediately on conclusion of the tendering process and on receipt of Investment clearance for the Project.
26	Bid Data	Deadline for submission of Bids	We request you to extend the date for bid submission at least by 1 month from the date of issue of pre-bid replies/clarifications.	The last date of submission of bids has been extended up to 01.07.2025. Please refer <b>Corrigendum No. 1 dated 05.06.2025</b> issued against the instant Tender.