

Pre-bid Clarifications No. 1 Dated 19-05-2020 to Pre-bid queries on stipulations of Bid Document against NIB No. 353 Dated 23-04-2020

Name of work: Design, Fabrication, Supply, Erection, Testing & Commissioning of Penstock and Steel In-Liners in Umrong System of Kopili Hydro Electric Project (275 MW), Assam.

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Sl. No.	Reference to NIB Clause	Pre-bid queries	Clarifications of NEEPCO
1	Clause 3.1 (i) of Part-5, Technical specification	If the length of 813 M is inclusive of existing penstock embedded in Anchor blocks, does this length also included in steel in-liner portion for the existing bends, if not please clarify.	It is clarified that approximate length of Penstock between Anchor Block-1 (RD 615.639 m) to u/s of Anchor Block- 8 (RD 1409.824 m) is 813.0 m. This length is not included in the Steel-In-liner portion. It may be noted that the lengths wherever indicated in the spec is approx. only. Bidder shall be required to execute entire quantity as per actual site requirement.
2	Clause 3.1 (ii) & (iii) of Part - 5, Technical specification	As per the existing drawing only 12 nos of Expansion joints and Manholes are required. Please clarify the requirement of 14 nos.	Expansion Joints and Manholes are provided on the D/s of all the Anchor Blocks and hence 14 Nos are required.
		Expansion joints: please specify whether outer surface of the inner sleeve shall be cladded with stainless steel or not.	The outer surface of Inner sleeve shall also be cladded with stainless steel (Conforming SS 304) of minimum 3 mm thickness.
		Manholes: As top and bottom flanges are to be machined to the requirement, please specify the minimum cladding thickness.	The Top and bottom flanges of Manhole shall be machined in such a way that the minimum cladding thickness after machining shall be 1.5 mm.
	Clause 3.1 (vi) of Part-5, Technical specification	Does the bearing and saddle plates also requires cladding. Please specify.	Refer Clause No. 8 of the Tech. specification.
3	3.2.1 & 3.2.2 HRT LINING AND STEEL INLINERS	As the HRT length is very long and the lining work involves number of segments at different chainage, it is requested to clarify the access points for the transportation of segments and other equipment, in the upstream and downstream of Surge shaft. As per the specification the diameter from AB 8 to Upstream of Bifurcation has been specified as 2.65 M.	The access to the HRT shall be made from Adit-2, Adit-3 & Adit-4 of the HRT. Refer drawing No. UMRONG/HRT/001, Sheet-1 & 2.
		The 2.65 M cannot be inserted as a single ferrule in 2.75 M diameter with its thickness, hence will be erected as segments only. Due to the above reason Shop HST cannot be carried out	Please note that the installation of Penstock beyond Anchor Block-8A upto D-Line is covered under Steel-

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		for this stretch. Please modify the technical conditions for this stretch.	In-Liner portion. It is further clarified that the technical conditions for this stretch is identical to that of In-Liner of HRT and of HPT portions.
		The specification is salient on Modification of the bifurcation area. The same shall also be modified in segments, hence HST cannot be carried out for this area also. Please specify whether steel lining is required for the bifurcation or not ?	The modifications in Bifurcation area is not included in the instant scope of work.
		The branch line diameter has been specified as 1.9 M. The procedure is similar to the 2.65 M diameter. Hence requested to modify the technical conditions for this length also.	Please note that the installation of Penstock beyond Anchor Block-8A upto D-Line is covered under Steel-In Liner portion. It is further clarified that the technical conditions for this stretch is identical to that of In-Liner of HRT and of HPT portions.
4	Clause No. 13.1(IV) - Hydro test of Part-5, Technical specification	Bends and reducers: As number of anchor involves different types of bends, it is not possible to test them as individual ferrules at SHOP and also as combined bends. The same is the case with the reducers. Hence it is requested to exempt the HST for these two items.	All bends and reducers to be erected in the surface stretch shall be subjected to HST. The completed bend shall be tested by using bulkheads.
5	Clause No. 10.2(ii)-Price Bid (Envelope 2) of Part 3 – ITB	As per Cl. No. 10.2 (ii) - Price Bid (Envelope 2) of Part 3 – ITB, you have mentioned Form A and Form B & C are mapped and uploaded in the Price Bid (Envelope II). But, whereas in the Portal under Price Bid (Envelope II), you have given Form A & Form B folders only and form “C” is not given. For your immediate reference, copy of the screen shot is enclosed herewith. Therefore, request you to clarify the requirement of Form “C”.	The bidder, in Form-B folder available on the portal under PRICE BID (Envelope-II) can submit Form-C also besides Form-B after the same (i.e. Form-B & Form-C) are duly filled up, complete in all respect, signed and sealed/ stamped.

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6	<p>Part 8 of Bid document for Bill of quantities & Schedule of Payments as per clause 2.0: Mile Stone A: Supply of material 50% payment of BOQ rate against items (A) 1.1., (A) 1.2 and (B) 2.1 shall be paid to the contractor against procurement of materials on submission of proforma invoice and mill test certificates</p>	<p>We request NEEPCO to modify the payment terms against this item as “60% of payment of BOQ rate shall be paid to contractor against procurement of materials” instead of 50% as given in the SOP. The reasons for this request is because the procurement of material itself is costing about 75% of the total contract value. Moreover, as per Payment terms, again NEEPCO is retaining 10% payment against all bills towards Commissioning and trail run charges in addition to CPG. Hence, request NEEPCO to consider to revise as 60% payment shall be released to contract against mile stone A.</p>	<p>Bid stipulations shall prevail.</p>
	<p>Mile Stone B: Fabrication of penstock & steel liner: Payment at 20% of BOQ rate shall be paid to the contractor after fabrication of the structure as per approved drawings.</p>	<p>Bid condition shall prevail</p>	<p>Bid stipulations shall prevail.</p>
	<p>Mile Stone C: Erection of Penstock & Steel In- Liner: Payment at 20% of BOQ rate shall be paid to the contractor after Erection of structure as per progress achieved in the erection works as per approved drawings.</p>	<p>We request NEEPCO to revise the same as “15% shall be paid to contractor against achieving this mile stone instead of 20% as per bid condition since we are receiving 60% payment against Mile stone – A.</p>	<p>Bid stipulations shall prevail.</p>
	<p>Mile Stone D: Commissioning and Trail run of the penstock & Steel In- Liner: Payment at 20% of BOQ rate shall be paid to the contractor after successful commissioning and trail run of the entire penstock system</p>	<p>We request NEEPCO to modify this clause as “5% of the BOQ rate shall be released to the contractor against achieving mile stone D” instead of 10% as per bid document.</p>	<p>Bid stipulations shall prevail.</p>
7	<p>Part -3 ITB, Clause 3 (vi): Preference for Local Suppliers as per Public Procurement (Preference to make in India) order 2017</p>	<p>Please be noted that all steel material required for this work is of special grade and not being manufactured in India. Hence, we need to procure this special type of plate material from outside India. Therefore, this condition of bid should not be made applicable to this procurement. However, bid condition will</p>	<p>Bid stipulations shall prevail.</p>

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		continue to prevail for other than plate material.	
8	Part – 1, Detail NIB, Clause 4: Completion of Time: Penstock 1 to be completed in 10 months from the date of issue of LOI and Penstock 2 to be completed in 14 months' time from the date of issue of LOI	Given completion time is not sufficient as the nature of work involvement is much more, which includes supply of plate material. These plate material procurement to made from overseas after approval of designs, drawings, which would take 5 to 6 months' time. By then the LOI is placed and plate material are procured, monsoon would start and exist for four to five months which would affect progress of works adversely. Hence request NEEPCO to consider the time of completion for the penstock 1 and HRT lining works as 16 months instead of 10 months as given in the bid document. The completion of the HRT, along with penstock no: 1 will help in recommissioning of Unit 1 & 2. The completion period for the second penstock may be extended to 20 months from the date of issue of LOI, an overall increase of 6 months due to the nature of the quality work involved in the project.	The scheduled 'Time of Completion' given at Clause 4 of Part-1 & Clause 10.3 of Part-3 of Bid Document has been modified as 14 months & 18 months from the date of issue of Letter of Intent for Penstock-I & II respectively. Please refer Corrigendum No. 2 Dated 19-05-2020.
9	Part-5 of Technical Specification clause 3.2.1, 3.2.2 and 4 point (ii): Non-shrink grouting in HRT liners and Steel In-Liners	We interpret that even non shrink grouting in HRT, Steel Liners and Steel In-Liners are excluded from the instant job as defined under point (ii), clause no.4 of Technical specification "Works by Others" of the bid document. Please clarify.	All non-shrink grouting is excluded from the instant scope of work. However, providing grout holes and its plugging is included in the scope.
10	Part-1 of Detail NIB, clause no.14: Tender time line: Last date for submission of online bids and subsequent end date for receipt of offline documents	In view of current lockdown of the country till 17 th of this month, obtaining of the requisite EMD Bank Guarantee from bank as per tender conditions and uploading by 21.05.2020 (the end date of submission of tender), will very difficult to manage in 4 days duration after lockdown. Also, quotations from steel millers will be received only after lockdown. In view of above, we request you to extend the end date of tender submission till 28.05.2020, subsequently the end date for receipt of hard copies as per bid conditions as 04.06.2020	Last date for submission of online bids and date for opening of Techno-Commercial bids online are extended till 18-06-2020 & 19-06-2020 respectively. Please refer Corrigendum No. 2 Dated 19-05-2020.

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11	Part-5: TS, Cl 3.1.v, Penstock (Page No 2 of 2) Sand/Grit blasting for performing painting on exterior surface of the Penstock pipes.	We understand as per the Clause 14.2 (Before laying the Steel In-Liners, the exterior surface of the Steel In-Liner shall be given one Coat of Cement Primer mixed with 5% Potassium Dichromate after cleaning) the exterior surface of steel in liner requires one coat of cement wash after cleaning and not blasting and painting. Kindly confirm.	It is clarified that works under the scope comprises of Penstock which shall be laid on open surface and steel In-Liners which shall be installed inside the tunnel/Penstock portion. The exterior surface of Penstock laid on surface shall be subjected to sand/grid blasting and exterior surface of In-Liners shall be given coat of cement primer. Please refer Clause 14.5 for the requirement.
12	Part-5: TS, Cl 3.1.ix, Penstock (Page No 2 of 2) Any other works not specifically mentioned above but required for successful completion of the Penstock works shall also be included in the scope	We request you to kindly provide the detailed scope or limit the scope of said sub clause. (Note: All civil related works shall not be in HM contractor scope)	All Hydro-Mechanical works pertaining to Penstock and In-liner works shall be in the scope of the contractor. No civil works except the temporary water diversion from the working site as and when required for orderly execution of the work shall be included in the scope.
13	Part-5: TS, Cl 3.2.1.vii, In Penstock pipe (Page No 3 of 3) Temporary water diversion for making the working area dry shall be included in the scope.	We request you to kindly exclude this temporary water diversion scope from HM contractor. If not, kindly define clear scope for temporary water diversion. (We understand that there may be seepage exists in HRT portion & u/s of anchor blocks AB1 and the same requires to be diverted during execution of activities at that portion).	It is clarified that the temporary water diversion from the working site as and when required for orderly execution of the work shall be included in the scope.
14	Part-5: TS, Cl 3.2.2, In HRT Portion (Page No 3 of 3) The gap between concrete surface and new steel In-Liner shall be restricted to 100mm and annular space between concrete and steel In-Liner shall be filled up with no-shrink grout material.	We read the statement as, the gap between concrete surface and new steel In-Liner shall be restricted to 100mm and annular space between concrete and steel In-Liner shall be filled up with NON-SHRINK grout material. We understand that the mentioned 100mm gap is a net gap i.e. The difference between ID of existing ferrule & OD of new ferrule. Kindly confirm	It is clarified that 100 mm gap is the difference between ID of existing ferrule/Concrete surface & ID of new ferrule.
15	Part-5: TS, Cl 3.2.1 & 3.2.2, In Penstock pipe (Page No 2 of 2 & 3 of 3) The annular space between existing steel liner and new liner shall be filled up with non-shrink grout material.	But in Cl 4. Works by others: mentioned that grouting around steel in Liner shall be done by other contractors. We understand that, grouting will be done by other contractor and is not in HM contractor scope. Kindly confirm.	All non-shrink grouting is excluded from the instant scope of work. However, providing grout holes and its plugging is included in the scope.

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16	Part-5: TS, Cl 6, General Requirements (Page No 4 of 4) Due to acidity in reservoir water, it is envisaged that the Roll bonded Cladded Steel plates conforming to SA264 / ASTM A264 will be used in Penstock, Steel In-Liner, Expansion Joints, Manholes, Bend, stiffener, Reducers etc. works	We request you to kindly allow other processes of material cladding like Explosive welding etc.	Bid stipulations shall prevail.
17	Part-5: TS, Cl 6.4, General Requirements (Page No 4 of 4) As part of this contract, and any other work that maybe necessary to start erection immediately after the fabrication	We request you to kindly elaborate and clearly mention the scope under this sub clause (Note: We understand that all civil related works to start erection immediately after fabrication shall not be in HM contractor scope)	All enabling works to facilitate erection shall be included in the scope. No civil works except the temporary water diversion from the working site as and when required for orderly execution of the work shall be included in the scope.
18	Part-5: TS, Cl 6.5, General Requirements (Page No 5 of 5) The contractor shall be solely responsible for correctness of laying penstock and Steel In-Liners. The checking and approval by the Engineer in charge will not absolve the contractor from the responsibility of erecting the Penstocks and Steel In-Liners in true alignment	We request you to kindly confirm the true alignment of the existing ferrules at HRT portion and underground tunnel at PH as new ferrules will follow the alignment of existing ferrules (i.e. The true alignment of new ferrules is subjected to the true alignment of existing ferrules).	The alignment is shown in the tender drawings. However, you are requested to refer clause No. 15 for scope of works and further detail.
19	Part-5: TS, Cl 6.6, General Requirements (Page No 5 of 5) The alignment of Penstock and Steel Lining as shown in drawings are based on the existing Water Conductor System data. In case of any change, it will be communicated in writing to the contractor by the Engineer-in-charge. These changes in lengths in the penstock courses and bend angles and/or numbers shall be incorporated by the Contractor.	Please note that, the Bid will be based on the specifications/dimension stated in the tender documents. Later changes of length need to be agreed in a separate negotiation. Please confirm.	It is clarified that any alteration required in length of Penstock/Bend to suit the site requirement needs to be incorporated by the Contractor and claim on account of this shall not be admissible. However, if alteration is made in the fabricated ferrules, contractor shall be compensated appropriately as per provision of Contract Agreement.

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	No claim on this account will be entertained except when already manufactured pieces are altered		
20	Part-5: TS, Cl 8.5, Materials (Page No 6 of 6) Steel Tubes Certification; The Contractor shall provide a certificate for each steel pipe section as stipulated in this Chapter.	Kindly note that the mentioned Materials Test certificates, NDT certificates, Quality documents & Hydrostatic test witness certificates will be submitted in required formats. Kindly clarify what are the other certificates to be provided by contractor for steel pipe sections	Refer Clause No. 18.2 for Liner certificates.
21	Part-5: TS, Cl 13.1.i, Radiographic Examination (Page No 12 of 12) Radiographic Examination	Please note that, Radiographic Tests (RT) can only be done without any people working at site for health reasons. Hence site need to be closed during Radiographic Testing. This measurement impedes progress as they slow down working progress and impede acceleration measures such as working in a second shift. Instead of RT, Ultrasonic Testing (UT) is used more as testing can be done while other works still are ongoing. Hence we suggest to replace RT by UT. Please confirm	Bid stipulations shall prevail.
22	Part-5: TS, Cl 13.1.iv, Hydro test (Page No 13 of 13) Hydro Test: Each ferrules of Penstock including Bend and reducer shall be subjected to 100% Hydro Test	We request you to kindly revise to 10% ferrules of penstocks including bends and reducers instead of each ferrule as the same takes longer duration and which may lead to delays in completion of project	Bid stipulations shall prevail.

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23	Part-5: TS, CI 14.4 Painting schedule for Penstock and Steel in liner	Primer, intermediate coat, finishing coat and total depth mentioned in clause 14.4 are not matching with clause 14.5. We request you to kindly look into the same and reconfirm the correct requirement.	Clause No. 14.4 stands modified as below: <i>“Before the application of Zinc rich primer, the surface shall be cleaned by surface blasting to Sa-2.1/2 quality of Swedish standard or to any approved equivalent. Over the prepared surfaces, two coats of Zinc rich primer with epoxy resin, containing 90% zinc on the dry film shall be applied; each coat providing a dry film thickness of at least 25 microns. This shall be followed by application of two coats of solvent less epoxy paint; each coat providing a dry film thickness of 150 microns. The total dry film thickness of all the four coats shall not be less than 350 microns. Workmen skilled in the trade shall perform the application of zinc primer and epoxy paint and related operations under experienced supervision.”</i> Please refer Corrigendum No. 2 Dated 19-05-2020.
24	General Installation/ Lowering of ferrules in liner of under ground tunnel.	We request you to kindly provide the condition / replacement of Anchor block 8A, Anchor block 8B including Y piece to enable us to plan for lowering of new ferrules and installation of the same without any obstructions during lowering.	Please note that the installation of Penstock beyond Anchor Block- 8A upto D-Line is covered under Steel-In-Liner portion. It is further clarified that the technical conditions for this stretch is identical to that of In-Liner of HRT and of HPT portions.
25	Motorable access roads / Working adits to all the Installation fronts	Details of Motorable access roads / working adits to all the installation fronts are not mentioned in the tender document. We request you to kindly provide the same. Also we request you to kindly provide approach road availability to bifurcation at underground tunnel.	Fair weather access road is available upto Adit-II, Adit-III, Adit-IV, Valve House, Anchor Block-6, Anchor Block-7 and Power House. However, it is strongly recommended to make site visit by prospective bidder.
26	Installation of Bifurcations	Kindly confirm whether the existing bifurcation will be replaced with new bifurcations or refurbished with new bifurcations of reduced dia. In case of refurbishing of existing bifurcation, the installation of new reduced dia. bifurcations will be critical. We request you to kindly let us know the proposals for the same.	The modifications in Bifurcation area is not included in the instant scope of work.
27	Part-8, 2.0 Schedule of Payment (SOP)	We request you to modify the Schedule of Payment (SOP) as	Bid stipulations shall prevail.

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<p>1. Milestone- A: Supply of Material for Penstock & Steel In- Liner Payment at 50% (Fifty percent) of BoQ rate shall be paid to the Contractor against procurement of materials required for completion of the works progressively on submission of proforma invoice and verification of Mill test certificate etc.by the Owner. However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.</p> <p>2. Milestone- B: Fabrication of Penstock & Steel In-Liner. Payment at 20 % (Twenty percent) of BoQ rate shall be paid to the Contractor after fabrication of the structure as per approved fabrication drawings progressively on the basis of acceptance certificate issued by the Owner in two phases.</p> <p>a) 75 % of the above eligible payment shall be released on completion of fabrication works</p> <p>b) 25 % of the above eligible payment shall be released on fulfilment of testing requirement.</p> <p>However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.</p> <p>3. Milestone- C: Erection of Penstock & Steel In-Liner. Payment at 20 % (Twenty percent) of the</p>	<p>1. Milestone- A: Supply of Material for Penstock & Steel In-Liner Payment at 50% (Fifty percent) of BoQ rate shall be paid to the Contractor against procurement of materials required for completion of the works progressively on submission of proforma invoice and verification of Mill test certificate etc. by the Owner. However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.</p> <p>2. Milestone- B: Fabrication of Penstock & Steel In-Liner. Payment at 20 % (Twenty percent) 35% (Thirty Five percent) of BoQ rate shall be paid to the Contractor after fabrication of the structure as per approved fabrication drawings progressively on the basis of acceptance certificate issued by the Owner in two phases.</p> <p>a) 75 % of the above eligible payment shall be released on completion of fabrication works</p> <p>b) 25 % of the above eligible payment shall be released on fulfilment of testing requirement.</p> <p>However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.</p> <p>3. Milestone- C: Erection of Penstock & Steel In-Liner. Payment at 20 % (Twenty percent) 10% (Ten percnet) of the BoQ rate shall be paid to the Contractor after erection of the structure as per progress achieved in the erection works and acceptance of the same by the Owner. However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.</p> <p>4. Milestone- D: Commissioning and trial run of the Penstock & Steel In-Liner. Payment at 10 % (Ten percent) 5% (Five Percent) of BoQ rate shall be paid to the Contractor after successful commissioning and trial run of the entire Penstock system on the basis of acceptance certificate issued by the Owner. However, payment against this milestone shall be restricted to the quantity as</p>	
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	BoQ rate shall be paid to the Contractor after erection of the structure as per progress achieved in the erection works and acceptance of the same by the Owner. However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.	per approved fabrication drawings.	
28	NIB, CI 5: Earnest Money Deposit: Earnest Money Deposit shall be INR 39.61 Million. The EMD shall be paid/deposited as per the procedure given in Part-3 of the Bid Document. Bids without or insufficient EMD shall be rejected.	We request you to modify the said sub-clause as already followed by other Central Govt. Utilities e.g. NHPC. Earnest Money Deposit: Earnest Money Deposit / Bid Security Declaration shall be INR 39.61 Million The EMD shall be paid/deposited as per the procedure given in Part 3 of the Bid Document. Bids without or insufficient EMD shall be rejected	Bid stipulations shall prevail.
29	NIB, CI 14: (d) Last date & time for submission of online bids: Upto 14:00 Hours of 21-05-2020	We request you to kindly modify the said sub-clause as (d) Last date & time for submission of online bids: Upto 14:00 Hours of 21-05-2020 Please note that Site visit is utmost important for working on the said prestigious project requirement. Also as you know currently the entire globe is going through a tough phase i.e. Covid-19 and each country government is taking all precautions to safeguard human beings. At present complete India is lockdown till 17th May'20 and in this time of uncertainty most of the people are working from home. In view of the standstill condition, we humbly request you to kindly extend the bid submission date by 6-8 weeks from the current date of 21st May'2020.	Last date for submission of online bids and date for opening of Techno-Commercial bids online are extended till 18-06-2020 & 19-06-2020 respectively. Please refer Corrigendum No. 2 Dated 19-05-2020.
30	Part 4 CC, Clause 3: Performance Security / Security Deposit	Please confirm that Performance Security/ Security Deposit in form of bank guarantee for 10% of contract value will be submitted within 21 days of contract signature and valid till 90	Bid stipulations given at Clause 3(iii) & (iv) shall prevail. The requirement of submission of additional

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31	Part 4, CC, Clause 7: Assignment and Sub-Letting	<p>Please amend the said sub-clause suitably and add the following in the said sub-clause: Neither the Employer nor the Contractor shall, without the express prior written consent of the other (which consent shall not be unreasonably withheld), assign to any third Party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any moneys due and payable to it or that may become due and payable to it under the Contract.</p>	<p>The entire scope of work shall be awarded to the contractor and the contractor shall execute the work as per Scope of work & Technical Specifications of Bid Document. Further, there is no scope of sub-letting by the Owner Accordingly, Bid stipulations shall prevail.</p>
32	Part 4, CC, Clause 16: Environmental Protection Measures	<p>As the Contractor's scope is limited to works specified under the Contract, we request that all its obligations towards environmental indemnity shall be restricted to only those hazardous materials bought by it on the project site. Kindly modify the said sub-clause suitably</p>	<p>Bid stipulations shall prevail.</p>
33	Part 4 CC, Clause 21: Forclosure of Contract In Full or Part Due to Abandonment or Reduction in Scope of Work: i) If, at any time after acceptance of the	<p>Please modify the said sub-clause as i) If, at any time after acceptance of the bid, the Corporation decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give</p>	<p>Bid stipulations shall prevail.</p>

Pre-bid Clarifications No. 1 Dated 19-05-2020 to Pre-bid queries on stipulations of Bid Document against NIB No. 353 Dated 23-04-2020

Name of work: Design, Fabrication, Supply, Erection, Testing & Commissioning of Penstock and Steel In-Liners in Umrong System of Kopili Hydro Electric Project (275 MW), Assam.

(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.)

	bid, the Corporation decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in- Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the works.	notice in writing to that effect to the Contractor and the Contractor shall have right to no-claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the works.	
34	Part 4 CC, Clause 25: Compensation for Delay: ii) The amount of compensation may be adjusted/withhold/deducted or set off against any sum payable to the Contractor under this or any other contract with the Corporation.	Please modify the said sub-clause as ii) The amount of compensation will not may be adjusted/withhold/deducted or set off against any sum payable to the Contractor under this or any other contract with the Corporation.	Bid stipulations shall prevail.
35	Part 4 CC, Clause 30: Setting out of the Work	Please add the following at the end of the said sub-clause: The Employer shall be responsible for any error in the provided specifications, details in the tender documents and in case the Contractor suffers delay and/or incurs cost from executing works which was based necessitated by an error in these provided specifications, in such case the Contractor shall be entitled for (i) Extension of Time (ii) Payment of any such cost plus reasonable profit, which shall be included in the Contract Price.	Bid stipulations shall prevail.

Pre-bid Clarifications No. 1 Dated 19-05-2020 to Pre-bid queries on stipulations of Bid Document against NIB No. 353 Dated 23-04-2020

Name of work: Design, Fabrication, Supply, Erection, Testing & Commissioning of Penstock and Steel In-Liners in Umrong System of Kopili Hydro Electric Project (275 MW), Assam.

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36	Part 4 CC, Clause 39, Identifying Defects: vi) Time for Correction of Defects: Every time notice of a defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge's notice.	Please modify the said sub-clause as vi) Time for Correction of Defects: Every time notice of a defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge's notice or reasonable time as the case may be..	Bid stipulations shall prevail. However, Serial Number of Sub-Clause No. "39 Identifying Defects" under Clause No. 46 shall be read as "iv) Identifying Defects". Accordingly, the Serial Numbers of subsequent Sub-Clauses shall be re-numbered as "v) Tests, vi) Correction of defects & vii) Time for Correction of Defects".
37	Part 4, CC, Clause 69, Finality Clause	Please delete the said sub-clause in entirety	Bid stipulations shall prevail.
38	Part 4, CC, Clause 73: Price Adjustment / Variation	In case the award of Contract is delayed due to other relevant government authorities beyond 180 days after Price Bid opening, Employer shall correct and amend the Contract Price in accordance to the Price adjustment so as to bring it to the present level. Base date of Price Adjustment shall also be modified accordingly. Please confirm.	(i) Bid shall be evaluated for its award well within the Bid validity period of 180 days or any extension thereof from the date of opening of Techno-Commercial Bids as per evaluation procedure stipulated at Clause 23.3, Part-3 of Bid Document, where, no price adjustment/ variation shall be considered in Price Bid evaluation. (ii) During the execution of the work, the Base date for price adjustment shall be regulated as per Clause 73, Part-4 of Bid Document.