

Pre-bid Clarifications No. 2 Dated 01-06-2020 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.)

Sl. No.	Clause No.	Clause As per Tender	Pre-Bid queries /modifications requested by bidders	NEEPCO's clarifications
1	Part 3, ITB, Clause no 23.2.2	Deviation from bid document / additional clauses: Bidders shall not take any deviation from the Bid stipulations in any form or quote any additional clause/conditions in their Bids. However, the bidders, if feel necessary, may bring out such deviations/additional clauses for consideration of the Corporation during pre-bid stage. Acceptability/ Non-acceptability of the deviation from the Bid Conditions shall be judged by the Corporation. The deviations/additional clauses that are considered as acceptable shall only be included in the Bid Document by issuing addendum/corrigendum. The Corporation shall be the sole judge for assessment of acceptability/non-acceptability of deviations / additional clauses and the decision of the Corporation in this respect shall be final and binding. All bidders are cautioned that the bids containing any deviation or additional clause/conditions shall be rejected.	Bidder should be permitted to mention the deviation if any on technical and commercial points if any in order to have well defined, well balanced document and to avoid ambiguity Therefore the sub-clause should be suitably modified in line with FIDIC / World Bank standard document followed in India as well as across the Globe.	Bid stipulations shall prevail.
2	Part 4 CC, Clause 1, Definitions	(aa) "Letter of Intent (LOI)" shall mean the official notice issued by the purchaser notifying the Contractor that his proposal/ Bid is accepted for award subject to such reservations as may have been stated therein. The LOI shall deem to be the effective date of the Contract.	We request you to modify the said sub-clause as (aa) "Letter of Intent (LOI)" shall mean the official notice issued by the purchaser notifying the Contractor that his proposal/ Bid is accepted for award subject to such reservations as may have been stated therein. The LOI shall deem to be the effective date of the Contract.	Bid stipulations shall prevail.
3	Part 4 CC, Clause 1, Definitions	(j) "Commencement Date" shall mean the date of commencement of work as stipulated in the LOI / DWO.	We request you to modify the said definition as: "Commencement Date" shall mean the date of commencement of work which shall be reckoned from later of contract signing, receipt of advance and acceptable LC.	Bid stipulations shall prevail.



