

Pre Bid Commercial Clarification No.3 dtd 04.06.2025 to NIB No. 477 Dated 26.02.2025 for EPC execution of EM Works of 240MW Heo HEP

Sr. No.	Section	Clause No.	Original Language	Bidders Queries	NEEPCO Reply
1	Sec-III A: General Conditions of Contract	Clause No. 4, Page 11 of 54	4.4 The prescribed proforma for the Bank Guarantee for Contract performance is enclosed at Sec-I, Volume-VI of this bid document	<p>We request NEEPCO to correct the reference no. under this clause which is as under mentioned. Even It could not be correctly mentioned in NEEPCO's reply to our Pre bid commercial clarification 2.</p> <p>4.4 The prescribed proforma for the Bank Guarantee for Contract performance is enclosed at Sec-I, Volume-VI Sec-VI, Volume-I of this bid document</p>	Clause No.4.4, Section IIIA, Vol-I is corrected as below: The prescribed proforma for the Bank Guarantee for Contract performance is enclosed at Sec-VI, Volume-I of this bid document
2	Sec-III A: General Conditions of Contract	Clause No. 15, Page 20 of 54	<p>Liquidated damages</p> <p>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</p>	<p>Performance Liquidated damages are not capped. Please appreciate, any uncapped liability is not acceptable. We request NEEPCO to add the following lines under this clause which is as under.</p> <p>Liquidated damages for non-performance(Performance Guarantee) shall in no event exceed Ten percent (10%) of the contract price of the individual unit.</p> <p>The maximum /aggregate amount of liquidated damages for the delay in completion time plus the non-performance is capped at 20% (Twenty percent only) of the contract price of the individual unit.</p> <p>Reference is drawn to many Central /state PSUs(like NHPC, SJVNL, CVPPL, UJVNL) tenders in this regard. In view thereof NEEPCO is requested to cap the performance LD.</p>	Capping against Performance Liquidated damages shall be published through a seerate corrigendum.
3	Sec-III A: General Conditions of Contract	Clause No.16, Page 21 of 54	FORCE MAJEURE	<p>We request NEEPCO to add this clause at the end of this clause as no party can agree to open ended force majeure period.</p> <p>(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.</p> <p>(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.</p>	Bid stipulation shall prevail.

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4	Vol-I, Sec-VI	Page 32 of 62 Page 35 of 62 Page 38 of 62 Page 42 of 62	Bank Guarantee formats FORM OF BANK GUARANTEE (EMD) Proforma of Bank Guarantee for Contract Performance Proforma of Bank Guarantee for Mobilisation Advance Proforma of Bank Guarantee for Down Payment	Please add standard "NOTWITHSTANDING CLAUSE" in all BG formats. This will assert the validity and binding nature of the BG even if there are other conflicting provisions or events in the BG text.	Bid stipulation shall prevail.
5	Vol-I, Sec-VI		Form-D, Power of Attorney form	We request NEEPCO to consider our General Power of Attorney along with copy of Board resolution instead of Project specific power of Attorney as mentioned in Form-D, Power of Attorney Form.	Bid stipulation shall prevail.
6	Corrigendum no. 8 issued on date 09.05.2025	17.6 Termination	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 months plus 90 days thereafter upon completion of the works in all respects.	This clause is somewhat creating confusion, as in the case of Termination we shall not be there for further completion of works. So, this needs a further amendment & to be replaced with the below given clause. 17.6 In the event of termination of the Contract due to Employer's/ Purchaser's/ 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 90 days from original (scheduled) warranty period.	Bid stipulation shall prevail.
7	General		BoCW	As the tender is silent against BOCW cess applicability for the subject project. Moreover, 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. 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. Please confirm.	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.