

## **PRE-BID CLARIFICATIONS No. 1 against NIB No. 390**

<b><u>Sl. No.</u></b>	<b><u>Clause No./ Clause Heading/ Sub-Clause No.</u></b>	<b><u>Requirement as per Bid Specifications</u></b>	<b><u>Clarification/Modification required by bidder</u></b>	<b><u>Reasons / Justifications for deviation</u></b>	<b><u>NEEPCO's reply</u></b>
1.	DNIB, Clause 8, Sec. II ITB	Contract Period: The Contract shall remain valid for a period of 1(one) year from the date of mobilization at site by the Contractor. The Contractor shall mobilize within 30 days from the date of issuance Letter of Intent (LOI). The Corporation may consider to extend the period of contract by another period of 3(three) years if the performance of the successful bidder is found satisfactory. The contract price for the extended period shall be mutually settled.	<u>Kindly consider to amend the clause as follows:</u>  The Contract shall remain valid for a period of <b>5(Five)</b> years from the date of mobilization at site by the Contractor.	Long term contract is beneficial for both NEEPCO and the contractor. Better manpower/resources planning can be done by the contractor for a long term contract.	Bid condition shall prevail.
2.	Clause 24.4 Section II, ITB	Marking Criteria: SI No. 3: In house Expert/Engineer Availability.  SI No. 5: Experience of Manpower to be deployed for O&M Work.	<u>Kindly consider to delete the following from Marking Criteria</u>  1) SI No. 3(b): Interaction  2) SI No. 5(b): Interview for authentication of skill/experience by a panel of experts.	For In house Experts, bidder shall submit expertise in form of CVs countersigned by experts clearly mentioning the experience in the specific fields as per requirement mentioned in DNIB.	Bid condition shall prevail.

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			Accordingly please delete 24.4.3(b) and 24.3.5(b) in reference to above	For Manpower to be deployed at site, information shall be furnished as per Data Sheet 3	
3.	Data Sheet 3 Section VI	Personnel Data: Refer Note:- “For each manpower proposed, bidder is to submit complete bio-data with details like name, qualification, experience in no. of years, photograph etc”	Kindly consider to delete the requirement mentioned in this note.	Submission of complete biodata, with qualification and photograph for each category of manpower is not possible during bid evaluation stage. Rest of the data shall be furnished as per requirements of Data Sheet 3.	Bid condition shall prevail.
4.	Section – III A GTC, Cl.11.1	Insurance & Indemnity : NEEPCO will arrange Insurance for all the properties of NEEPCO against this work. However, it will be the responsibility of the contractor to arrange insurance for all his manpower, machineries, T&P, vehicle etc. deployed by him at his own cost and settle all such Insurance matters by themselves. In the event of any loss or damage, it shall be the responsibility of contractor to lodge the claim with insurer and	Kindly consider to amend the clause as following:-  <b>A. The Contractor shall take and maintain at its own cost during the Service Period following insurance:</b> i. Employees/ Workmen's compensation policy in accordance with the statutory provisions of Workmen's Compensation Act 1923 and amendments thereof for all the workers/ employees of Contractor and its Sub-contractors employed at the Site.  <b>B. The Purchaser shall take and maintain at its own cost during the Service Period following insurances:</b>	Request to amend the specification as per the existing O&M contract with NEEPCO.  It is understood that as a Contractor, the Contractor will be responsible for only WC Policy and Motor Insurance. All other Insurance necessary and required for the plant shall be under employer's responsibility. NEEPCO's policy to include waiver of subrogation against the contractor or its sub contractor of any tier	Bid condition shall prevail.  It is clarified that NEEPCO has taken Industrial All Risk insurance policy and Public Liability Insurance Policy for the plant. However, the Contractor shall take the required insurance policy for his manpower, machineries, T&P, vehicles etc., as applicable.

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		Contractor shall put his best effort with the insurer for early settlement of the claim. The said insurance shall be valid from the Date of commencement upto the Date of Completion period of the contract.	<p>i. Standard Fire and Special Perils Policy, STFI with add-on-coverage for Earthquake, terrorism for the assets of Project.</p> <p>ii. Burglary &amp; theft Insurance Policy for Sub-Station, Transmission lines and Stores .</p> <p>iii. Public Liability Insurance Policy</p> <p>All insurance policies taken by the Purchaser shall include waiver of subrogation against the Contractor and its sub-contractor of any tier. The Purchaser and the Contractor shall deliver copies of the insurance policies to each other within 21 (twenty-one) days from the date of signing of this Agreement.</p>		Further, bidder may note that in the current insurance policy of the plant, waiver of Subrogation is included. However, the same cannot be ensured in the policy for the subsequent year.
5.	Section – IIIA GTC, Clause 12. PENALTY:  Section IV – General specifications – Clause 4.3; 6.2; 6.3	<p>Penalty: 12.1 Less deployment..... as stipulated shall be as per cl. 6.0 of Section-IV.</p> <p>12.2 Delay in deployment of In-house expert: The in-house expert/engineer of the Contractor ..... “Force Majeure” conditions.</p>	<p>The intent of this provision is to have pre-empt the extent of damage/loss the purchaser would sustain in the event the Contractor is in default. Therefore, under the parlance of Common Law the more appropriate term for this provision shall be “Liquidated Damages”. It is therefore requested to consider to change the terminology of this clause to refer “Penalty” as “Liquidated Damages”.</p> <p>In addition, it would be prudent to have a capping of imposition of this liquidated damage and be limited to 10% in a month.</p>	<p>It is important that prior to entering into the contract the parties are well aware of their respective rights and obligations and also there is clarity on the consequences of default. This is will ensure a professional conduct from both parties.</p> <p>Further a cap of 20% is very high and shall be restricted to 10%.</p>	Bid conditions shall prevail. However, Clause No. 6.3, Section IV of Detailed Bid Document shall be amended to the following extent – Maximum penalty will be restricted to a cap of 10% in a month. Refer Corrigendum No. 2 in this context.

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		<p>4.3 The contractor shall maintain records..... for each 1% drop or part thereof.</p> <p>6.2 Penalty for shortfall of manpower:</p> <p>6.3 Penalty for non-achievement of Target Availability: The contractor shall ensure..... Station availability of 95%. However, maximum penalty will be restricted to a cap of 20% in a month.</p>	Also, imposition of the Liquidated damages shall be the sole and exclusive remedy available to the Employer.		
6.	Section – III A GTC, Cl.13	13.1, 13.2 and 13.3 CONTRACTOR'S DEFAULT:	<p>Clause 13.1 and Clause 13.2 is requested to be modified in light of the comments made above for Clause 12 and also the reasons below:</p> <p>As mentioned in comment above under Clause 12 – the reference of penalty should be changed to Liquidated damages (LD). Imposition of LD should be made the sole and exclusive remedy available to the Purchaser on account of Contractors default.</p> <p>The Purchaser shall in the event of Contractor's default, impose the LD's and the works</p>	<p>The rational being that for one default on part of the Contractor under the Contract the Purchaser has the following rights:</p> <ol style="list-style-type: none"> <li>1) Imposition of penalty as per Clause 12</li> <li>2) Right to charge from Contractor all costs incurred by the purchaser to have the works executed by itself or third party;</li> <li>3) To terminate the Contract</li> </ol>	Bid condition shall prevail.

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			<p>executed by a third party – imposition/ recovery through the Contractor's account in the form of LD should be sufficient to make good the default.</p> <p>The Contractor is willing to retain Clause 13.3 giving Purchaser the right to terminate on this account, subject to the Purchaser agreeing to these proposed changes.</p>	<p>These all combined provide overstepping rights to the Purchaser for the same cause and does not reasonably protect the interests of the Contractor.</p> <p>The Contractor being a reputed organisation shall ensure there are no defaults/defects while delivering its scope of works, however should not be penalised to such extremities should there unfortunately be a default. The current construct of these provisions are unilateral and onerous.</p>	
7.	Section – III A GTC, Cl. 15	15. FORCE MAJEURE:	<p>It is requested to include the events that may prevent performance of either party due to an outbreak of a disease and/or a pandemic should be included. Such events should also be eligible for Extension of time and costs.</p> <p>Kindly clarify the term “re-construct the works” in clause 15(ii). It is understood that this shall be restricted to the O&amp;M portion related strictly to the Contractor's scope of works and not beyond.</p>	<p>Though sub clause(j) Cl. 15 mentions circumstances beyond control of either party but as a result of the recent outbreak of COVID-19, it is important that such outbreaks are duly defined and included in the definitions of Force Majeure events going forward and the Contractor is duly granted extension of time and associated costs thereto as a result of such event.</p>	<p>The bidder is requested to refer Sub Clause j) under Clause No. 15 for the matter, which clarifies the concern of the Bidder.</p> <p>The words “Reconstruct the works” shall mean works relating to the equipment for</p>

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					O&M of which the Contractor is responsible.
8.	Section – III A GTC, Cl. 16	New Proposal: Termination on Purchaser's Default	<p>Please add the below clause.</p> <p>The Contractor may terminate this agreement by written 28 days notice to the Purchaser:</p> <ul style="list-style-type: none"> <li>i. if the Purchaser becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable law) has a similar effect to any of these acts or events;</li> <li>i. if the Purchaser commits a material breach of this Agreement and fails to take effective steps to remedy such breach within 30 (thirty) Days of being required to do so by written notice from the Contractor.</li> </ul> <p>Material breach by the Purchaser shall include without limitation:</p> <ul style="list-style-type: none"> <li>i. Failure of the Purchaser to pay any amount due to the Contractor for more than 30 (thirty) Days past its due date (as set out in section – IIIA Clause 32) and such amount is not subject to a dispute which was notified to the Contractor prior to its due date;</li> </ul>	The Contractor should also have right, on reasonable grounds, the right to terminate the contract and to exit the contract.	Additional clause is not acceptable.

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			Failure of the Purchaser to maintain insurances and provide copies of policy to Contractor as per proposed deviation in cl no. 1 of this document.		
9.	Section - III A, General Terms & Conditions, Cl 20 (iii), b(i).	The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO	Please delete this line and add "The Arbitration Tribunal shall consist of a Sole Arbitrator to be jointly appointed by Contractor & NEEPCO"	It is important that the arbitration process is conducted in a fair and neutral manner. In the event the parties are unable to reach a consensus on the appointment of a the sole arbitrator mutually, due process as stipulated under the Arbitration and Conciliation Act, 1996 (amendments thereof) may be followed.	Bid condition shall prevail.
10.	Section – III A GTC, Cl. 27	New Proposal to be considered to be inserted Section – III A GTC, Cl. 27  Suspension and Termination by the Contractor.	Request to kindly insert the provision below:  1) Upon prolonged suspension of more than 30days or in case of inordinate delay in payments, the Contractor shall have the right to terminate the Contract by giving a notice of 28 days and recover from the Corporation all dues, prices, costs, expenses and claims towards services rendered by the Contractor under the contract.  If the Contractor suffers delay and/or costs as a result of suspending works (or reducing the rate of work) in accordance with this provision, the Contractor shall give notice to the Corporation	A mutual right to suspension should also be available to the Contractor and also the Contractor shall have the liberty to exit the contract for prolonged suspension for reasons beyond its control.	Additional clause not acceptable.

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			and shall be entitled to an extension of time for any such delayed period and also for any payment of costs plus reasonable profit for such delayed period.		
11.	Section – III A GTC, Cl. 30	Limitation of Liabilities:	<p>The current provision of Limitation of liability provision does not completely define the extent to which liabilities of either party can extend. Therefore it is proposed that this provision be considered to be replaced with the following:</p> <p>“Clause 30: Limitation of Liability:</p> <p>1.1. Neither Party shall be liable to the other, for any loss of profit or revenue, loss of use, loss of production of power, loss of business, loss of anticipated saving, cost of substitute equipment, facilities, services or replacement power, loss or reduction or incentive and/or subsidy, loss of contracts, in each case whether foreseeable or not or any special, exemplary or punitive damages, indirect or consequential losses suffered by the other Party howsoever and when so ever arising. The exclusion of liability set forth in this sub-clause includes claims of the Purchaser's customers and the Contractor's subcontractor's for any of the listed types of damages and losses.</p>	Request to amend the specification as per the existing O&M contract with NEEPCO	Bid stipulation shall prevail.



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			<p>1.2. Notwithstanding to anywhere else mentioned in the Contract, The Parties agree that the risk of loss or damage to the Purchaser's tangible property, remains with the Purchaser. Any damage to Purchaser's tangible property or to third party whether caused by the Purchaser, the Contractor, its Sub Contractors or any third party, shall be handled entirely by the insurances the Purchaser has to take out according to this Contract. Therefore, the Contractor to the extent allowed by law shall not be liable to loss of or damage to the tangible property of the Purchaser (including the Plant) and claim of any third party. It is however clarified that damages due to gross negligence are not covered.</p> <p>1.3. Notwithstanding anything contained in this Contract, the Contractor's maximum per annum aggregate liability to the Purchaser under or in connection with this Contract, including also the maxima of Termination, shall not exceed twenty five percent (25%) of Operation and Maintenance Fees payable during that year in the Service Period in which the Contractor's acts or omissions giving rise to the Contractor's liability occurred.</p> <p>1.4. The limitations of liability set forth in this clause shall apply regardless of whether a</p>		

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			<p>claim is based in contract, indemnity, warranty, tort (including the tort of negligence) or restitution, or for breach of statutory duty or misrepresentation, or arising out of termination or otherwise.</p> <p>1.5. All the Parties' liability under this Contract shall expire upon expiration of the Contract. Neither Party may commence any legal action against the other under this Contract or otherwise related to the Services after 1 (one) year from expiration of the Contract.</p> <p>ii. The Contractor shall not assume any responsibility for damages to the Plant or any other damages or loss of the Purchaser if a Change suggested by the Contractor cannot be agreed upon within thirty (30) Days calculated from the Contractor's provision of the necessary information,"</p>		
12.	Section - III B, COC - O&M, Cl 12	<p>Indemnification from loss and damage:</p> <p>The Contractor indemnifies and shall keep indemnified the Corporation against all losses, damages, claims for death, injuries or damage to any person or any property whosoever, which may</p>	<p>We propose for the indemnifications to be extended under this project to be made neutral and balanced between the Parties. Request to kindly replace this provision with the following:</p> <p>1. <b>“INDEMNITY</b></p> <p>1.1 Each Party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify and</p>	<p>It is important to note the project is commissioned and operational. A new contractor is being engaged for the purposes of operating and maintaining the same on behalf of the owner. The deliverables, machinery and workmanship of the project are better known to the owner than to</p>	<p>Bid stipulation shall remain unchanged.</p>

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		<p>arise out of or in consequence of works during the Contract period and also against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect of or in relation thereto and such liabilities shall include claim/compensation of the third party also.</p>	<p>hold the other Party (the “Indemnified Party”) harmless from and against any third party claims for bodily injury or damage to tangible property suffered by a third party but only to the extent such injury or damage has been caused by the gross negligence or wilful misconduct of the Indemnifying Party</p> <p>1.2 Each Party’s liability to indemnify the other Party under this Agreement is subject to:</p> <p>(a) the Indemnified Party giving the Indemnifying Party prompt written notice after the Indemnified Party becomes aware of the circumstances giving rise to the claim for indemnity;</p> <p>(b) the Indemnifying Party being entitled to have the control of the defence and settlement of any claim or proceedings (in criminal proceedings to the extent legally possible) against the Indemnified Party which are the subject of and to the extent of the indemnity, or the Indemnifying Party directing the Indemnified Party to defend such claim, at the cost of the Indemnifying Party; and</p> <p>(c) the Indemnified Party cooperating in, and not making any admission in, such claim or proceedings (in criminal proceedings to the</p>	<p>the contractor at the time of entering into this contract. Therefore, it is important that mutual indemnification obligations are considered to safeguard the interests of both parties entering into this contract.</p> <p>The core principal of the existing provision of indemnification has been retained by the Contractor in its revised proposal as well.</p>	

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			<p>extent legally possible) against the Indemnified Party without the Indemnifying Party's prior written approval (such approval not to be unreasonably withheld) (unless it is not reasonably possible to obtain such approval prior to making such admission required by law).</p> <p>1.3 Any indemnifiable claim under this Agreement must, in order to be valid and effective hereunder, be asserted by the Indemnified Party by delivery of a written notice thereof to the Indemnifying Party within 60 (sixty) Days of discovery of the same by the Indemnified Party.</p> <p>Except as may be otherwise expressly provided in the Contract, the Contractor shall indemnify the Employer including every member, officer and employee of Employer and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever which may be made against all or any of them for or in respect of or arising out of any failure by Contractor including his Sub-contractors in performance of his obligations pursuant to Contractors General Responsibilities as contained in this Agreement (relevant clause number may be mentioned). If in respect of the aforesaid, any claim is made on the Employer, the Employer shall promptly</p>		

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			notify the Contractor of the same and thereafter the Contractor shall conduct and be fully responsible for the defence or otherwise of such claims.”		
13.	Section - III B, COC - O&M, Cl 14	Insurance: Accident Prevention	Please delete the sentence 4 & 5 i.e. “The contractor shall be responsible for all risks to the lives and property and people ..... ..... shall be chargeable to Contractor.”		The part of the clause, which the bidder has requested for deletion, pertains to payment of compensation by the Contractor to “make good any such loss or damages or to pay compensation (including that payable under the provision of the workmen's Compensation Act or any other act or rules) to any person or persons sustaining damage as aforesaid by reason of any act, or of any negligence or omissions on the

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					<b>part of the Contractor</b> ". Accordingly, bid stipulation should prevail.
14.	Section IV, General Specifications Clause 9.2	Contractor' Establishment: No residential accommodation shall be provided by the Corporation. The contractor will be required to arrange or establish his colony within the area / plot of land provided by the Corporation. All constructions required to be undertaken for establishment of the colony shall be temporary in nature and no permanent structure shall be allowed to be built on Corporation's land. However, subject to availability of vacant quarters at site, accommodation may be provided on chargeable basis	<u>Kindly Consider to amend the clause as following:-</u>  Corporation to provide existing accommodation facilities/colony available at the project on chargeable basis	The clause mentions provisions for accommodation on availability basis. It is not feasible/commercially viable to construct temporary structures for a 1 year contract.	Bid condition shall prevail.

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15.	Sec. II ITB, Cl. 24.4.5	Experience of manpower to be deployed for O&M work	Expert engineers specially for SCADA (preferably MAX DNA Based) ,HMC /EHGC of the Turbine governing system and Numerical Protection system are not possessed by the experienced TG sets ETC contracting organizations and with hydro plant O&M contracting organizations on permanent basis so far and even for appointing such experts on permanent rolls ,we find no such experts are ready work at remote power houses on continuous basis . Normally, the expert acquainted with this technology would prefer to work as freelancer rather working under permanent rolls. Each manufacturer has their own technology and the same is different from other manufacturers. The existing system at Kameng HEP is developed by BHEL. Very few of the BHEL employees are familiar with this system. Even we have tried to recruit ex-BHEL employees having knowledge in SCADA (based on MAX DNA) and HMC/EHGC of turbine governing system experts but they are not willing to stay continuously at hydro power plant. Few of the other experts available in the market may not be conversant with this technology of BHEL. Under these circumstances, we request NEEPCO to issue an amendment suitably by deleting "Deployment of one Expert Senior Engineer in the field of SCADA(Max DNA based) ,as per cl.no.23.3.2		Bid condition shall prevail.

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			and Expert Senior Engineer in the field HMC/EHGC of Turbine Governing system as per clause no.23.3.3 given under "Data sheet no 3 - Clause no: 24.4.5		
16.	Clause 8 Section II, ITB	CONTRACT PERIOD: The Contract shall remain valid for a period of 1(one) year from the date of mobilization at site by the Contractor. The Corporation may consider to extend the period of contract by another period of 3(three) years if the performance of the successful bidder is found satisfactory. The contract price for the extended period shall be mutually settled.	Since the nature of the contract demands such people who are having expertise and knowledge in the relevant field i.e Operation and maintenance of Hydro projects, it is very difficult to recruit such people for one year duration. Therefore, we request NEEPCO to initially award the work for 3 years and subsequently extend the same by another 2 years with mutually agreed terms and conditions subject to satisfactory performance of the contractor.		Bid condition shall prevail.
17.	Clause 16.5 Section II, ITB	Preparation and Submission of Bids : The following documents are required to be compulsorily submitted physically within 7 (seven) days after the date of Techno-Commercial bid opening which shall have to be submitted either personally or by registered	Keeping in view of trending of Corona virus in Telangana State, the state Government has imposed lock-down up to 31.05.2021. Though there is a decline in the trend after lockdown, our state government is of opinion to extend the lock down for atleast 10 more days starting from 1st June,2021 as the active cases are still high. If it is so, we may not be able to submit offline documents within 7(seven) days after opening of Techno-Commercial Bid.		Bid condition shall prevail. However in view of COVID situation in the country, the submission of documents is relaxed to 2 weeks. However bidders should ensure that



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		Post in a sealed envelope addressed to:	Simultaneously, we are approaching courier services and enquiring the possibility of delivering the offline documents within a week after booking, however, courier services has given no assurance on timely delivery. Under these circumstances, we request NEEPCO to relax the bidder from this clause of submitting offline documents within 7 days time.		the documents are uploaded along with their techno-commercial bid.
18.	24.3.10(v) Section II, ITB	Common Requirements: On the lines of the JD for various categories of specialists given above, the JD in respect of the artisans in the respective area will be the same except that the weightage against conceptual knowledge in respect of the Artisans shall be 20% and the weightage on hands on skills shall be 80%. At least 80% of the artisans shall be ITIs in the required respective trades.	We have been maintaining manpower since 30 years who are well acquainted with erection, testing and commissioning of TG sets, Switch yards, GIS systems, Pothead, refurbishment of TG sets, Busduct erection, GT's, Control & cabling, Pipe Lines, Cooling water systems, Renovation of TG sets etc along with attending maintenance of hydro power plant works efficiently. These manpower resources are our organization's backbone and years together these manpower is associated with us. In fact, this manpower was associated with assembly works of Kameng HEP since 2014 with whom we could be to commission the units successfully. Therefore, we request NEPCO to ease 80% restriction against this clause.		Bid condition shall prevail.
19.	24.4-(2)/ 24.4.2 Section II, ITB	Marking Criteria on Past Experience: Bidder's experience in Execution of Operation and Maintenance work/ Erection, Testing & Commissioning/	We request NEEPCO to reconsider the criteria and to give equal marks to the bidders qualifying with (b) & (d), (c) & (d) on par with the bidder qualifying with (a) as per clause. Therefore, we see no reason why this clause cannot be reconsidered.		Bid condition shall prevail.

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		Maintenance / Operation of Hydro Electric Plant in any Government / Public Sector Enterprises.			
20.	DNIB, Section I, Cl. 2.6	In house Expert : The bidder should have in house experts/engineers to attend major trouble shooting and restoration in following fields	Expert engineer in the field of Max DNA control & SCADA system along with SEE and DVR SCADA and Expert engineer in the field of HMC & max DNA control of EHGC, we should be allowed to furnish a suitable MOU / Tieup arrangement with an expert engineering consultancy organization who possess such experts in the fields of SCADA (max DNA base) and expert engineer in the field of MHC & EHGC max DNA control OR can furnish a MOU with available experts in these fields stationed at Banguluru /Hyderabad, retired from BHEL and available to work as when required to attend trouble shooting either on line / make visit to hydro plant for attending major trouble shooting in these areas. The CVs of such experts with whom we make Tie up / MOU will be furnished . This MOU/Tieup arrangement should be considered as an alternative to having an In house Expert.		Bid condition shall prevail.
21.	Section – IV Cl. 2.3	Extra Works : The works, which are not of regular day to day maintenance works by nature, and / or for completion of which additional man-power	In case of any major dismantling / repairing works as indicated in the clause, the same should be dealt as case to case basis as per mutually agreed prices but not on manday rate basis. Therefore, we request NEEPCO to amend this clause suitably.		Bid condition shall prevail.

<b><u>Sl. No.</u></b>	<b><u>Clause No./ Clause Heading/ Sub-Clause No.</u></b>	<b><u>Requirement as per Bid Specifications</u></b>	<b><u>Clarification/Modification required by bidder</u></b>	<b><u>Reasons / Justifications for deviation</u></b>	<b><u>NEEPCO's reply</u></b>
		beyond the guaranteed manpower as per "Manpower Schedule" will be required, shall be treated as extra works. The contractor shall also undertake such extra works and he shall be compensated for such works as per man day rates of skilled and un-skilled man power on actual deployment basis. Separate order shall be issued for such works as per requirement to be estimated by the Corporation on case to case basis.			
22.	Section – IV Cl. 6.3	Penalty for non-achievement of Target Availability: The contractor shall ensure Station availability of 95% in each month, failing which penalty will be imposed at the rate of 1% of monthly contract price for each 1% drop in availability below the target availability of 95%. However, maximum	This clause may please be amended on par with similar contract awarded by NEEPCO at Tuirial HEP wherein the maximum penalty will be restricted to a cap of 10% in a month.		Bidder to refer comments against Sl. No. 5 above.

<u>Sl. No.</u>	<u>Clause No./ Clause Heading/ Sub-Clause No.</u>	<u>Requirement as per Bid Specifications</u>	<u>Clarification/Modification required by bidder</u>	<u>Reasons / Justifications for deviation</u>	<u>NEEPCO's reply</u>
		penalty will be restricted to a cap of 20% in a month. Contractor cannot claim any kind of incentive if the Station availability is maintained above targeted value.			
23.	Section – IV Schedule II	Minimum Manpower Requirement: 1) Site In-charge (Over All) = 01no. 2) Operation Team per 3 shifts = 39nos 3) Maintenance Team 1 shifts = 34nos 4) Fire Tender Team per 3 shift= 09nos Total = 83 Nos.	It appears that NEEPCO has not considered reliever manpower team for operation of plant. We need to add another shift team consisting of 13 persons for operation to enable the bidder maintain roster and give weekly off. Please clarify whether to add more persons monthly pay costs while computing the total estimated quoted prices or the same manpower are allowed to work on duty for extended hours. This needs to be clarified please. The maintenance team so deployed will attend to work in normal works hours with a weekly off on Sunday. Please conform whether our understanding is correct.		The minimum manpower requirement for operation is given considering personnel on active duty. If bidder has to add another shift team for roster, it is bidder's prerogative. However, in terms of Sec IIIA, Cl. 41, bidder is to comply with GOI's Labour regulations. For maintenance, bidder is to refer Sec-IV, Cl. 2.2 (xvii) and (xix).
24.		Joint Inspection of site before handing over:	Joint inspection and record of each and every equipment of the plant to be done before		Agreed.

<b><u>Sl. No.</u></b>	<b><u>Clause No./ Clause Heading/ Sub-Clause No.</u></b>	<b><u>Requirement as per Bid Specifications</u></b>	<b><u>Clarification/Modification required by bidder</u></b>	<b><u>Reasons / Justifications for deviation</u></b>	<b><u>NEEPCO's reply</u></b>
			handing of site after placement of LOI to the successful bidder		
25.		Interviews and Marks	Though we have sufficient highly skilled artisans and experienced engineers, we cannot utilize all of their services at this points of time as they got engaged in other on going projects. Therefore,we need to recruit experienced manpower for this project also. Without award of contract it is not possible for us to recruit these experts who have expertise in operation of the projects. Therefore, we request NEEPCO to have the interviews of the candidates at project site itself once the contract is awarded to the lowest bidder. However, there is a clause in the bid that if NEEPCO does not satisfy with the performance of the respective candidate, the bidder will get them replaced. Further request NEEPCO this aspect not to be linked-up with the marking system and evaluation of the price bid.		Bid condition shall prevail.
26.		Expert Services and payments	There is no provision provided in the bid against payment for expert services (MAX DNA, SCADA). Generally these services are available in the market on freelance basis and these freelancers charge substantial amounts on daily basis along with other allowances and perks. At this point of time we cannot asses and include these experts deployment costs while computing monthly expenses on account of providing services and can not be included its		Bid condition shall prevail.

<b><u>Sl. No.</u></b>	<b><u>Clause No./ Clause Heading/ Sub-Clause No.</u></b>	<b><u>Requirement as per Bid Specifications</u></b>	<b><u>Clarification/Modification required by bidder</u></b>	<b><u>Reasons / Justifications for deviation</u></b>	<b><u>NEEPCO's reply</u></b>
			costs with in quoted prices. We request NEEPCO to incorporate in the bid about this clause duly stating that NEEPCO shall reimburse such expenses to successful bidder as per actuals plus 20% towards other overheads. Otherwise we request NEEPCO to take care of these experts deployment charges at no extra costs to contractor.		