

Clarification to prospective bidder's query against NIB No. 182 dtd. 04/02/2016 for Supply of Mechanical Spares for GE Make Frame V Gas Turbine of Agartala Gas Turbine Plant NEEPCO

Clause ref. No	Bid condition	Bidders query	NEEPCO's reply
<u>Clause # 18.4, Section II, Page # 18,</u>	Customs Duty (in case of foreign Bids), if payable as per the Indian Import Control Regulations, shall be included in the Bid price. The rate of Custom Duty shall be indicated separately in the relevant Price Schedule – E-2 (preferably indicating the amount of Custom Duty considered).We once again reiterate that being a foreign company, we will not be able to handle customs clearance on Indian ports or pay the customs duty and handle inland transportation. However, we here by confirm that all taxes applicable in our country will be handled by us and NEEPCO will not have any liability for any taxes not accruing in India.	Bid condition shall prevail
<u>Corrigendum-1 dtd:01/03/2016</u>	(a) For Supplies: 29.4(a) (i) 75% (seventy five) of Ex Works/CIF Price along with all applicable taxes and duties shall be paid through Letter of Credit negotiable through bank against despatch documents. The documents to be submitted for payment through L/C are) (a) Proof of despatch (b) Contractor's detailed Invoice. (c) Detailed packing list. (d) Documentary evidence against payment of Taxes and Duties.However, the amendment states that only 75% of the payment of the ex-works / CIF price will be released through letter of credit. Please advise as to how the balance 25% will be released. Ideally it should be 100% against irrevocable letter of credit, since NEEPCO will be having our bank guarantee towards security deposit / performance bank guarantee. Furthermore, it has been mentioned that as part of LC documentation, documentary evidence is to be submitted against payment of taxes and duties. This clause will not apply in the irrevocable letter of credit, since we will not be able to pay any taxes accrued in India.	This is a clause common for both Domestic & Foreign bidders. For foreign bidders, documentary evidence to be submitted as part of LC documentation will be as per clause 11.6 (v), Sec-III, GTC. Refer Clause 29.4, Sect-III for release of balance 25% payment. Bid condition shall prevail.
<u>Clause # 29.4 Section III - Page # 22</u>	(ii)25% (twenty five percent) of Ex Works/CIF Price shall be paid on receipt of materials at site in full and good condition, and duly certified by the Engineer-in-charge.		