

Clarifications to bidder's pre-bid queries against NIB No. 178 dtd. 07/12/15

Tender for Procurement of MIVs for Kopili Stage-II and Kopili Power Stations of KHEP

A. Commercial terms and conditions.

Sl. No.	Section No. / Clause No.	Tender Specification	Query	Remarks
1.	Section II / ITB / A. Introduction	4. QUALIFYING REQUIREMENT OF BIDDERS	We understand that the qualification of the bid shall depend on total score achieved as per "Sec-II/ ITB/ E. Guidelines for Techno-commercial evaluation' and not only on Clause 4 of Section II/ ITB.	Yes.
2.	Sec II/ ITB/ D. Bid Opening and evaluation of bids	23.2.4 To ascertain a substantially responsive bid, evaluation of the Techno-Commercial bids will be carried out in two steps: a) Preliminary evaluation b) Detailed evaluation. a) Preliminary evaluation The Purchaser will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether all the forms, data sheets have been filled up as per the formats provided in the bid documents and whether the bids are generally in order. Bid submitted without fulfilling the Qualifying requirements as indicated at Clause 4, Section-II of the bid document shall be rejected as non- responsive. Techno-commercial bids that are accepted after preliminary evaluation will be further considered for detailed evaluation.	We understand that for the qualification of the bid shall depends on total score achieved as per "Sec-II/ITB/E. Guidelines for Techno-Commercial evaluation" and not only on Clause 4 of Section II	Yes. Scoring will be done for the bidder who fulfills all the criteria as per Cl. 4.
3.	Sec-II/ITB/E. Guidelines for Techno-commercial evaluation	7. Deviation from bid document / additional clauses b. Acceptability / non acceptability of the deviation from the General Terms and Conditions, Technical Specifications and the Bid Drawings, as contained in the bid documents, shall be judged by the Purchaser.	Request to modify this clause as below:- b. Acceptability/ non acceptability of the deviation from the General Terms and Conditions, Technical Specifications and the Bid Drawings, as contained in the bid documents, shall be judged by the Purchaser. The	Bid stipulation shall prevail.

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		The deviations / additional clauses that are considered as acceptable shall be dealt as per the relevant clauses. The deviations / additional clauses which are not acceptable to the Purchaser shall automatically stand withdrawn and all relevant clauses shall prevail and no claim, whatsoever, in this respect shall be entertained.	deviations / additional clauses that are considered as acceptable shall be dealt as per the relevant clauses. The deviations / additional clauses which are not acceptable to the Purchaser shall automatically stand withdrawn and all relevant clauses shall prevail and no claim, whatsoever, in this respect shall be entertained.	
4.	Sec II/ ITB/ E. Guidelines for Techno Commercial Evaluation	24. REVERSE AUCTION 24.1 The Purchaser reserves the right to go for Reverse Auction process to finalize the tender or may finalize the tender without Reverse Auction, if required. However, the decision to conduct Reverse Auction or not will be conveyed to the techno-commercially qualified bidders after opening of price bid. The business Rules and General Terms and Conditions for Reverse Auction is given in Section-IV of the bid document	Request to finalise the possibility/ decision of Reverse Auction prior to bid submission.	Bid shall be finalized through RA.
5.	Sec-III A/ General Terms & Conditions of contract	Any change in layout due to site conditions or technological requirement shall be binding on the contract and no extra claim on this account shall be entertained.	Clarify the technological requirement referred to in this clause	For technical requirement, please refer technical specification.
6.	Sec-III A/ General Terms & Conditions of contract	9. <u>TIME – THE ESSENCE OF CONTRACT:</u> 9.1 The date of completion of the works, as stipulated in the bid documents by the Purchaser with or without modifications, if any, and so incorporated in the Letter of Intent shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to. The time for completion of his works Contracted for, shall be reckoned from the date of issue of the Letter of Intent by the Purchaser.	9.1 We understand that the Contractor's liability for delay in completion shall be as stipulation under the clause No. 13.0 of this part (i.e. Liquidated Damages). 9.2 Kindly clarify whether the 12 months period is complete work including Erection & Commissioning or only for completion of supply since this clause conflict with the Schedule requirement mentioned in Detailed NIB.	Yes. The Clause 15 mentioned in Cl. 9.1 may be read as Clause 13. 12 months period is for completion of supply and delivery at site as per Cl. 9.2.

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		<p>The Contractor's liability for delay in completion shall be as stipulated under the Clause No. 15.0 of this part.</p> <p>9.2 Entire scope of supply under this contract shall be completed within 12(Twelve) months from the date of issue of Letter of Intent.</p>		
7.	Sec-IIIA/ General Terms & Conditions of contract	<p>13. <u>LIQUIDATED DAMAGE:</u> Liquidated Damage for delay in Completion: Time is the essence of the contract. If the performance of the Contract is delayed beyond the time schedule incorporated in the Contract, due to reasons attributable to the Contractor, the Purchaser, shall, without prejudice to his right, recover the following damages for breach of Contract:-</p> <p>Reduce the contract price by ½% (half percent) per week or part of delay in completion time subject to a maximum of 10% (ten percent) of the contract price. The delay shall be reckoned for the period between the date of completion as stipulated in the Contract and the actual date of completion.</p>	<p>Request to modify this clause as below: Liquidated Damage for delay in completion. Time is the essence of the contract. If the performance of the Contract is delayed beyond the time schedule incorporated in the Contract, due to reasons attributable to the Contractor, the Purchaser, shall, without prejudice to his right, recover the following damages for breach of Contract:- Reduce the contract price by ½% (half percent) of the delayed portion of Supply / Work per week for delay in completion time subject to a maximum of 10% (ten percent) of the contract price. The delay shall be reckoned for the period between the date of completion as stipulated in the Contract and the actual date of completion</p>	Bid stipulation shall prevail.
8.	Sec-IIIA/ General Terms & Conditions of contract	<p>14. <u>CONTRACTOR'S DEFAULT:</u> 14.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-charge in connection with the works, or shall contravene the provisions of the Contract, the Purchaser may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within 30(thirty) days from the date of service thereof, then and in such a case, the Purchaser</p>	<p>Request to modify this clause suitably to reflect that if the contractor repeatedly neglect the work and fails to correct inspite of sufficient notice then the purchaser shall have the right to cancel the contract and get the work carried out by any other means.</p>	Bid stipulation shall prevail.

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		<p>shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or, if the Purchaser shall think fit it shall be lawful for him, without prejudice to any other right he may have under the Contract, to take the works wholly or in part out of the Contractor's hand and enter into a separate Contract with any other person or persons to complete the works or any part thereof. In such event, the Purchaser shall have free use of all the Contractor's equipment that may have been at that time at the site in connection with the works, without being responsible to the Contractor for wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may otherwise be due under the Contract by him to the Contractor ,or such part thereof as may be necessary, to the payment of cost of executing the said part of the works or of completing the works, as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess amount. Such payment of excess amount shall be independent of the Liquidated Damages for delay that the Contractor shall have to pay if the completion of works is delayed</p>		
9.	Sec-IIIA/ General Terms & Conditions of contract	<p>15. TERMINATION OF THE CONTRACT ON THE PURCHASER'S INITIATIVE 16.3 In the event of such termination, the Contractor shall be paid compensation, equitable and reasonable</p>	<p>Request to modify this clause as below: 16. TERMINATION OF THE CONTRACT ON THE PURCHASER'S INITIATIVE 16.3 In the event of such termination, the Contractor shall be paid compensation, equitable and reasonable</p>	Bid stipulation shall prevail.

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		dictated by the circumstances prevalent at the time of termination, as decided by the Purchaser	dictated by the circumstances prevalent at the time of termination, as decided mutually by the Purchaser & Contractor .	
10.	Sec-III A/ General Terms & Conditions of contract	<p>21 ARBITRATION:</p> <p>21.3 Arbitration:</p> <p>b. Amicable settlement has not been reached within the period stated in Sub-clause 21.2 shall be finally settled, unless otherwise specified in the contract as below:</p> <p>(i) A dispute with an Indian Contractor shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) and any rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor. For the purposes of the Sub-clause, the term "Indian Contractor" means a Contractor who is registered in India and is a juristic person created under Indian law as well as Joint Venture between such a Contractor and a Foreign Contractor</p>	<p>Request to modify this clause as below:</p> <p>21. ARBITRATION:</p> <p>21.3 Arbitration:</p> <p>b. Amicable settlement has not been reached within the period stated in Sub-clause 21.2 shall be finally settled, unless otherwise specified in the contract as below:</p> <p>(i) A dispute with an Indian Contractor shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) and any rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor. The arbitrators shall be appointed mutually by the parties. Each party shall nominate one arbitrator and these two arbitrators shall recommend and the parties shall agree on the third member, who shall act as Chairman. For the purposes of the Sub-clause, the term "Indian Contractor" means a Contractor who is registered in India and is a juristic person created under Indian law as well as Joint Venture between such a Contractor and a Foreign Contractor</p>	Bid Stipulation shall prevail.

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11.	Sec-IIIA/ General Terms & Conditions of contract	<p>30. <u>GUARANTEE / WARRANTY.</u></p> <p>30.1 The equipment supplied, delivered and erected against the contract shall be under warranty for a period of 24 months from the date of commissioning or 36 months from the date of dispatch, whichever is earlier. During the warranty period, the Contractor shall remain liable to replace any defective materials and/or rectify any damage/deficiency that may develop or remained undetected in the goods supplied of his own or those of his sub Contractors. Such defects and / or damage shall be repaired or replaced as per the decision of the Engineer-in-charge and solely at the cost of the Contractor. The replaced defective goods will be returned to the Contractor at his own expense, unless otherwise arranged. If, during the period of warranty, any portion of the goods supplied is found defective and is rectified/replaced, the provision of this clause shall apply to the portion of the equipment so replaced/rectified until expiry of 24(twenty four) months from the date of such replacement / rectification. The replacement shall be done at the shortest possible time to minimize the loss of the Purchaser and as mutually agreed to. If any defects are not remedied within a reasonable period of time, the Purchaser may proceed to do the work through any other Agency at the Contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Contractor</p>	<p>Request to modify this clause as below:</p> <p>30. <u>GUARANTEE / WARRANTY.</u></p> <p>30.1 The equipment supplied, delivered and erected against the contract shall be under warranty for a period of 24 months from the date of commissioning or 36 months from the date of dispatch, whichever is earlier. During the warranty period, the Contractor shall remain liable to replace any defective materials and/or rectify any damage/deficiency that may develop or remained undetected in the goods supplied of his own or those of his sub Contractors. Such defects and / or damage shall be repaired or replaced as per the decision of the Engineer-in-charge and solely at the cost of the Contractor. The replaced defective goods will be returned to the Contractor at his own expense, unless otherwise arranged. If, during the period of warranty, any portion of the goods supplied is found defective and is rectified/replaced, the provision of this clause shall apply to the portion of the equipment so replaced/rectified until expiry of 24(twenty four) months from the date of such replacement / rectification. However the repair/ replacement shall be in any case kept at 36 months from the date of dispatch of the original good supplied under the contract.</p> <p>The replacement shall be done at the shortest possible time to minimize the loss of the Purchaser and as mutually agreed to. If any defects are not remedied within a reasonable period of time, the Purchaser may proceed to do the work through any other Agency at the Contractor's risk and expenses, but without</p>	Bid stipulation shall prevail.

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			prejudice to any other rights which the Purchaser may have against the Contractor.	
12.	Sec-IIIA/ General Terms & Conditions of contract	30.2 The repair or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repair/ replacement.	Request to modify this clause suitably to reflect that if the contractor repeatedly neglect the work and fails to correct in spite of sufficient notice then the purchaser shall have the right to cancel the contract and get the work carried out by any other means.	Bid stipulation shall prevail.
13.	Sec-IIIA/ General Terms & Conditions of contract	<p>31. REJECTION OF DEFECTIVE PLANT:</p> <p>If, during the progress of works, the Engineer-in-Charge shall decide and inform in writing to the contractor that the contractor has manufactured any part of the plant unsound or imperfect or has furnished any plant inferior to the quality specified, the contractor, on receiving details of such defects or deficiencies shall, at his own expense, within 15(fifteen) days of receiving notice or otherwise, and for a period of time as may be decided by the Engineer-in-Charge for making it good, proceed to alter, reconstruct or remove such work and finish fresh equipment up to the standard specifications. In case the contractor fails to do so, the Engineer-in-Charge may, on giving the contractor minimum 7(seven) days notice in writing of his intentions to do so, proceed to remove the portion of the work so complained of and at the cost of contractor, perform all such work or finish all such equipment, provided that noting in this clause shall be deemed to deprive the purchaser of or affect any rights under the contract which the purchaser may otherwise have in respect of such defects and deficiencies.</p>	Request to modify this clause suitably to reflect that if the contractor repeatedly neglect the work and fails to correct in spite of sufficient notice then the purchaser shall have the right to cancel the contract and get the work carried out by any other means.	Bid stipulation shall prevail.

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14.	Sec-III A/ General Terms & Conditions of contract	<p>42. <u>MATERIALS AND WORKMANSHIP</u></p> <p>42.1 The Contractor hereby guarantees, inter alia, the following:</p> <ol style="list-style-type: none"> Use of best quality and strength of materials Satisfactory operation during the period of the operation and maintenance period. Performance figures as specified for all parts under the severest condition of operation. <p>42.2 The Contractor hereby also guarantees that the materials shall be new and of best quality workmanship and the materials shall have no defect in design and / or manufacture, and shall meet the requirements of the specification and shall be in all respects suited for purposes intended.</p>	<p>Request to modify this clause as below:</p> <p>42. <u>MATERIALS AND WORKMANSHIP</u></p> <p>42.1 The Contractor hereby guarantees, inter alia, the following:</p> <ol style="list-style-type: none"> Use of best quality and strength of materials as per tender specifications. Satisfactory operation during the period of the operation and maintenance period. Performance figures as specified for all parts under the severest condition of operation mentioned in tender/ Datasheet. <p>42.2 The Contractor hereby also guarantees that the materials shall be new and of best quality workmanship as per tender and the materials shall have no defect in design and / or manufacture, and shall meet the requirements of the specification and shall be in all respects suited for purposes intended.</p>	Bid stipulation shall prevail.
15.	Sec-III A/ General Terms & Conditions of contract	If any equipment that fails more than 2 (two) times during Warranty Period, such defective equipment/components/parts/sub parts shall be replaced. However, defective electric motors shall be replaced and not repaired	Request to delete this clause, since the warranty shall be applicable as per " Sec-III A/ General Terms & Conditions of Contract/ 32. Guarantee/ Warranty ".	Bid stipulation shall prevail.
16.	Sec-III A/ General Terms & Conditions of contract	<p>53. <u>BREACH OF CONTRACT</u></p> <p>In case of breach of any terms and conditions, major or minor, of the Contract by the Contractor, the Purchaser shall have the full power to rescind, cancel or terminate the whole or a part of the Contract and get it done through any other Agency at the risk and cost of the Contractor and without any prejudice to any right of the Purchaser provided in the Contract. The decision of the Purchaser in this regard shall be final and binding</p>	<p>Request to modify this clause as below:</p> <p>In case of breach of any terms and conditions, major or minor, of the Contract by the Contractor, the Purchaser shall have the full power to rescind, cancel or terminate the whole or a part of the Contract and get it done through any other Agency at the risk and cost of the Contractor and without any prejudice to any right of the Purchaser provided in the Contract. The decision of the Purchaser in this regard shall be final and binding</p>	Bid stipulation shall prevail.

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17.	Section IX	<p><u>EMD BG format</u></p> <p>That it shall in the event of the contractor failing to keep open the tender for acceptance for a period of months from the date of opening of tender and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30 (thirty) days from the date of acceptance of the tender, or to renew this Guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demure, reservation, contest, recourse or protest and or without any reference to the Contractor and without waiting for the results of any litigation, dispute whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation the sum of Rs. (Rupeesonly).</p> <p>And that if any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation and failure to comply such required extension by the contractor shall be treated as claim of the above mentioned sum by the Corporation upon the Bank.</p>	<p>That it shall in the event of the contractor failing to keep open the tender for acceptance for a period of months from the date of opening of tender and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30 (thirty) days from the date of acceptance of the tender, or to renew this Guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demure, reservation, contest, recourse or protest and or without any reference to the Contractor and without waiting for the results of any litigation, dispute whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation the sum of Rs. (Rupeesonly).</p> <p>And that if any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation and failure to comply such required extension by the contractor shall be treated as claim of the above mentioned sum by the Corporation upon the Bank.</p>	Bid stipulation shall prevail

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B. Technical

1.		<u>Scope of work:</u> The scope of work shall include Design, Engineering, Manufacture, Shop testing, inspection, supply, transit insurance, Delivery at site, unloading, storage, insurance during storage and Supervision of Erection and Commissioning	As only supervision of Erection and commissioning is in Bidder scope, we understand that unloading and storage of 1 No. of Butterfly valve, 1 No. of Spherical valve and spares shall be in customer's scope.	Unloading and storage of the valves shall be in NEEPCO's scope.
2.	Annexure A, Clause No. 12 – Compatibility. Annexure B, Clause No. 10 – Compatibility	The proposed MIV should be compatible with the existing system and interfacing of signal from MIV to existing control and monitoring system should be available	Bidder shall provide the local control cubicle (LCC) for butterfly valve and spherical valve. All the connection from valve to LCC and beyond LCC to control room shall be in customer's scope. However, bidder shall provide the supervision for signaling between valve to LCC	Supply of LCC is not needed. Interfacing of signal between MIVs and existing control & monitoring panel has to be established and shall be in the bidder's scope.
3.	Annexure-B, Clause No. 2 – Construction	The spherical valve consist of stainless steel clad body from inside surface, stainless steel door, stainless steel bearings, disc and set of operating and maintenance seals	The bearing shall be 'Self lubricating' type or equivalent	Acceptable.
4.	Annexure-B, Clause No. 3 – Spherical valve	The upstream valve body has a boss with opening for connection of manually operated bypass line	Bidder shall supply bypass assembly from upstream to downstream. (The minor modification is proposed in existing upstream sleeve to accommodate the new bypass line, if required).	Acceptable
5.	Annexure-B, Clause No. 4 – Valve door	The body of the door is a cylinder with bosses for mounting the service (operating) seal disc in the upper part, fixed sealing rings for maintenance seal in the lower part.		The requirements given in the Technical specification shall
6.		This boss space accommodating the disc is connected by means of a special channel in the door to the central		

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		opening in the level side trunnions, through which the pressurized water under disc is relieved using the sealing valve.	Bidder shall provide standard proven design with latest technology to suit the existing site condition.	prevail. However, if bidder offers their standard design and construction which is equivalent to or better than that given in the technical specifications, then the same may be accepted provided bidder provides necessary justifications alongwith advantages/ disadvantages of the same.
7.	Annexure-B, Clause No. 5 – Bearing arrangement	The bearings are provided with necessary rubber cup seals at inside to prevent inflow of water, sand or any other foreign materials contained in the water and chevron packing at outside end to prevent water leakage.		
8.	Annexure-B, Clause No. 6 – Sealing arrangement	The operating seal consists of a spherical disc removable sealing ring, and a fixed seat ring installed in the bore of the outlet flange of the downstream body. In a closed position, the disc with the bolted sealing ring is pressed against the seal ring in the downstream body and thus affecting the sealing		
9.		The spherical disc is secured in the cylinder bore of the door upper boss with the help of stud and disc springs, which eliminates also the possibility of its falling out during assembly and emergency closure. The clearance between the disc and the bore in the door is sealed with rubber 'O' ring. The application of the pressure under the disc is affected through the lateral holes and radial slots in the disc		
10.		The maintenance seal consists of a movable sealing ring with a screw traveling mechanism and a fixed seat ring. The fixed seat ring as attached to the lower boss of the door and movable one is placed in the bore of the valve body supported and guided with bushes and studs. The movable sealing ring is displaced in axial direction in the bore of the body by simultaneous rotation of six screws of seal traveling mechanism		
11.	Annexure-B, Clause No. 7 –	The operating lever is made of 1.5% Manganese steel casing.	The lever shall be in fabricated type with MS plate (S355J2+N or eq.) and casting (ASTM A216 WCC or eq.)	The requirements given in the

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	Operating lever			Technical specification shall prevail. However proposal of bidder may be accepted if they provide necessary justification along with advantages and dis-advantages of the same.
12.	Scope of supply for Butterfly valve		The scope of supply includes as , 1. Complete Butterfly valve assembly (excluding servomotor, downstream sleeve, bypass assembly with service valve and maintenance valve, hardware of upstream and downstream connection, by-pass valve, foundation bolt of valve and servomotor). 2. Upstream sleeve	Requirements given in the technical specification shall prevail. The complete valve assemblies as per system requirement to suit the existing site conditions shall be supplied.
13.	Scope of supply for Spherical valve		The scope of supply includes as, 1. Complete Spherical valve assembly (excluding servomotor, upstream sleeve, downstream sleeve, and hardware of upstream and downstream connection, foundation bolt of valve and servomotor). 2. Bypass assembly with maintenance valve (Manual operated gate valve (excluding hydraulic operated service valve))	