

Clarifications to bidders' 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 VI/ Forms/ Form A- Bid Forms | We undertake, if our tender is accepted, to undertake Manufacture, Supply etc. Delivery at site of 630KVA Transformer to NEEPCO, as specified in the contract within Days calculated from the date of receipt of your letter of Intent. | We undertake, if our tender is accepted, to undertake Manufacture, Supply etc. Delivery at site of 630KVA Transformer to NEEPCO, as specified in the contract within Days calculated from the date of receipt of your letter of Intent. | In Form A: Bid Form, 2 nd para is corrected as below: We undertake, if our tender is accepted, to undertake (scope of work) to NEEPCO, as specified in the contract withindays calculated from the date of receipt of your Letter of Intent. |
| 2. | Sec II/ ITB/ Cl. 3.2 | The Purchaser's requirement of delivery schedule for the entire work is 12 months from the date of issue of Letter of Intent. | Bidder requested to provide the planned schedule date for the start of erection and also the scheduled commissioning date. | Erection schedule will be intimated after receipt of the equipment at site. |
| 3. | Sec-II/ITB/ Cl. E. (7.b) | The deviations / additional clauses which are not acceptable to the Purchaser shall automatically stand withdrawn and all relevant clauses shall prevail and no claim, whatsoever, in this respect shall be entertained. | Bidder request to accept as below: As per the tender the Contractor can provide deviations/ additional clauses in the tender. However in case the same are not acceptable to the Employer the same shall be discussed and the Contractor has to confirm whether the same is withdrawn. In case the Contractor does not agree to withdraw the deviations the bid shall be declared non responsive. | Acceptable. |
| 4. | Sec III A/GTCC Cl. 30 | 30. <u>GUARANTEE / WARRANTY.</u> 30.1 The equipment supplied, delivered and erected against the contract shall be under warranty for a | Bidder agrees to the warranty period. However from the clause for the repair and replacement during the warranty period the warranty | Bid stipulation shall prevail. |

| Sl. No. | Section No. / Clause No. | Tender Specification | Query | Remarks |
|---------|--------------------------|---|--|---|
| | | <p>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>obligations do not have a sunset period. The warranty obligations even for repair/ replacement should be limited to maximum of 36 months from the scheduled commissioning date. The provision is also evident in all the tenders of PSUs like NHPC and state government organisations such as OHPC.</p> | |
| 5. | Sec-III A/GTCC/ Cl. 33 | <p>Limitation of liability: The final payments to the Contractor shall be released after Final Acceptance of the Plant. However, all the Contractual liabilities and responsibilities of the Contractor shall remain till the expiry of Warranty Period.</p> | <p>In the Parent Company Agreement it is mentioned that the total liability is limited to 100% of the Contract Price. Accordingly bidder requested to include the same in the tender that the maximum liability of the Contractor is limited to 100% of the Contract value and the</p> | <p>Refer Corrigendum No. 4 being published shortly.</p> |

| Sl. No. | Section No. / Clause No. | Tender Specification | Query | Remarks |
|---------|----------------------------------|---|---|--|
| | | | Contractor shall not be liable for indirect or consequential loss or damage. | |
| 6. | Sec-III A/GTCC/ Cl. 36.3 (a) (i) | Terms of payment | Bidder states to understand that whether any advance is required or not is the sole discretion of the Contractor and the same can be discussed and agreed upon during the award stage. In case the Contractor does not opt for advance the amount of 10% shall be added in the percentage to be paid on dispatch. | Acceptable. |
| 7. | Sec-III A/GTCC/ Cl. 36.2 | Mode of payment | Bidder request to keep the provision of payment via LC for complete contract price less advance | Bid stipulation shall prevail. |
| 8. | Sec-III A/GTCC/ Cl. 36.4 | Due date of payment | We understand that in case there is a delay in payment interest @1.5% above the BPLR shall be paid by the Employer | Bid stipulation shall prevail. |
| 9. | Sec II/ ITB/ Cl. 4.1.1 | Qualifying requirement of bidders: Technical capability | Request to incorporate provision of JV/ Consortium in the bid document | Bid stipulation shall prevail |
| 10. | Sec VI/ Form F | Parent Company Agreement format | Bidder request to modify the format. | The modified format of Parent Company Agreement is given in Annexure-1 |
| 11 | Sec II/ ITB/ Cl. 3.2 | The Purchaser's requirement of delivery schedule for the entire work is 12 months from the date of issue of Letter of Intent. | Material supply time from LOI is 12 months which seems very less. Request to kindly revise to 16 months from date of advance. | Bid stipulation shall prevail. |

B. Technical

| | | | | |
|---|--|-------------------------------------|--|---|
| 1 | Sec IV/ Annexure A, Cl. No. 1.2 & 2.1, General | Butterfly valve body is in 2 halves | Since the size of valve is only 2300mm, bidder propose to provide valve body in single piece. Please accept. Please provide transportation limit from Guwahati to KHEP. | Requirements given in the Technical Specification shall prevail. However, if bidder offers their standard design and |
|---|--|-------------------------------------|--|---|

| Sl. No. | Section No. / Clause No. | Tender Specification | Query | Remarks |
|---------|--|--|---|--|
| | Description Page 2 | | | <p>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. As regards transportation limit from Guwahati to KHEP, it is for bidders' information that 160MVA transformer, core + winding weighing 60 MT, was transported from Guwahati to KHEP in 2011-12. Hence there may not be any transport limitation for the MIVs.</p> |
| 2. | Sec IV/ Annexure B, Cl. No. 3, General Description Page 7 | Spherical valve body is in two part divided centrally in vertical plane. | Bidder will provide spherical valve in two pieces but the design of the valve as per manufacturing practice. Design as per manufacturer practice shall be acceptable. | Requirements given in the Technical Specification shall 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 |

| Sl. No. | Section No. / Clause No. | Tender Specification | Query | Remarks |
|---------|--|--|--|---|
| | | | | provides necessary justifications alongwith advantages/ disadvantages of the same. |
| 3. | Sec IV/ Annexure A, Cl. No. 1.2 & 1.3, General Description Page 2 | At present existing one servomotor in operation. | Servomotor details and cross section drawings may kindly be provided. | Drawing details may be obtained by prospective bidder during their site visit or from C&P office, Shillong. |
| 4. | Sec IV/ Annexure A, Cl. No. 2.3 & 2.4, General Description Page 3 | Service seal (Main seal) and Maintenance seal | Considering low design head and necessity of less maintenance requirement of service seal, bidder proposes single seal operation at downstream side instead of double seal operation. Please accept. | Requirements given in the technical specifications shall prevail. |
| 5. | Sec IV/ Annexure A, Cl. No. 8, Page 5 | Instrumentation of Butterfly valve operation. | Please provide schematic drawing of oil pumping unit for butterfly and spherical valve | Drawing details may be obtained by prospective bidder during their site visit or from C&P office, Shillong. |
| 6. | Sec IV/ Annexure A, Cl. No. 4, Page 4 | Foundation for Valve and Servomotor | Please provide foundation detail drawing of Valve and Servomotor. Also the GA drawings of butterfly and spherical valve alongwith power house layout drawing. | Drawing details may be obtained by prospective bidder during their site visit or from C&P office, Shillong. Proposed MIV should match existing foundations of both Butterfly and Spherical valves and no modification of foundation will be allowed. |

| Sl. No. | Section No. / Clause No. | Tender Specification | Query | Remarks |
|---------|---|----------------------|--|---|
| 7 | Sec IV/ Technical Specifications/ Cl. 1 | Scope of work | Clarity is sought for: Scope of supply of By-pass valve, Air release valve, Sealing valve etc. Scope of servomotor for Spherical valve. | The MIVs to be supplied shall be complete in all respect as specified in the technical specifications. The existing servomotor shall be used for operation of new valve. There shall be one to one replacement of MIV (spherical) valve for operation with existing servomotor as there is no scope/ place for another servomotor. Further scope for supply of whole OPU system does not arise. |
| 8 | Sec IV/ Technical Specifications/ Cl. 1 | Scope of work | In tender document, it is mentioned that the material of both valves is stainless steel. However during site visit, bidder could understand that some of the earlier replaced under water parts are of complete SS and some of carbon steel (parent metal) with SS overlay. Kindly confirm the material of MIVs which need to be quoted. | Material of MIVs (for both spherical valve and butterfly valve) to be supplied should be Stainless Steel. However, if bidder proposes a higher grade of material, proper justification should be provided as to the same is suitable to be used for underwater parts which will be in contact with acidic water of low pH value (pH value as low as 3). |

FORM F – PARENT COMPANY AGREEMENT FORMAT

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTARISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s _____, a company duly registered under the Companies Act 1956, having its Registered Office at _____, India, and having an office, amongst others, at India hereinafter called “NEEPCO” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by NEEPCO, submitted their bid number to NEEPCO with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said Contract as may be deemed appropriate by NEEPCO at any stage upon award of the Contract.

The Guarantor represents that they have gone through and understood the requirement of the above said Contract and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the Contract by the Company.

Accordingly, at the request of the Company and in consideration of and as a requirement for NEEPCO to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by NEEPCO, take up the balance works under the Contract without any demur or objection, in continuation and without loss of time and without any additional cost to NEEPCO and duly perform the obligations of the Company to the satisfaction of NEEPCO.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. In case of non-performance of the Company under the Contract, the Guarantor shall take up the work itself to fulfil such obligations directly or through one or more of our subsidiaries.

4. The liability of the Guarantor, under the Guarantee, is limited to the 100% of the contract price entered between the Company and NEEPCO. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

5. The Guarantor hereby undertakes that the Guarantor shall do all acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

6. This Guarantee is neither transferrable nor assignable. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company)

M/s

Witness:
1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____
Common seal of the
Company _____

Witness:
2. Signature _____
Full Name _____
Address _____