

Reply to Pre-Bid Queries on Bid document for carrying out Environmental and Social Expert Services and Related Activities for 110 MW (2x55 MW) Pare Hydro Electric Project, Papumpare District, Arunachal Pradesh, India. NIB No. 96 Dated 23.06.2014

Sl. No.	Section /Reference	Bid Stipulations	Bidder's Query	NEEPCO's Reply
1	Part-III: Instruction to bidders and forms & data sheets Ref. No. 1.1.1 (Page No. 1)	All Bids are required to be prepared and submitted online in accordance with the instructions in this section. Bidders shall also submit hard copies of some required documents as detailed in this section of the bid document	We understand that only the documents specified under Section 3.10 (ii) of Part-III (EMD, Power of Attorney and JV Agreement) are to be submitted in hard copy and not the complete proposal. Please clarify.	Yes. Bidders are to submit hard copies of only what was specified under Sec 3.10(ii).Bid stipulation shall prevail.
2	Part-III: Instruction to bidders and forms & data sheets Ref. No. 1.7 (Page No. 3)	A visit to the Project area before presentation of the Proposal is strongly recommended for those Bidders not already familiar with the location and the services to be provided	Our team has already visited the project site while working on " <i>Additional studies & preparation of necessary addendum of EIA Report of Pare HEP (110 MW)</i> " in 2007-08. Therefore, our team need not to visit the project site before submission of bid. Please confirm.	Bidders are strongly advised to visit the site and study the details in context to the scope of the instant tender,. Although, it does not carry any marks in bid evaluation, site visit is essential for complete acquaintance of the ground conditions including terms of reference of the tender. Bid stipulation shall prevail.
3	Part-III: Instruction to bidders and forms & data sheets Ref. No. 3.3 (iii) and (iv) (Page No. 7) and format provided in Schedule II	<ul style="list-style-type: none"> • The prices quoted by Bidders in Schedule-I of Price Schedule shall be exclusive of all taxes, duties, levies, Cess, Service tax, VAT, Works Contract tax, turn over tax on Work Contract, (if applicable), entry tax, etc. if any. • All existing Taxes/ Duties/ Cess etc., to the extent indicated in Schedule-II of the Price Schedule, will be reimbursed by the Corporation to the Consultanton production of documentary evidence 	The points provided on taxes/ duties/ levies under these two separate clauses are contradictory. Please clarify.	Schedule-I of Price Schedule shall be considered for evaluation & award of work. Please refer clause no. 4.4.3,Part-II, Instruction to Bidder, Part-III. But the bidders are required to submit Schedule-II also which shows all existing taxes & duties etc. The existing taxes shall be reimbursed to the contractor at actual on production of documentary evidence to the extent indicated in Schedule-II. As such, Bidders are strongly advised to quote all the existing taxes along with the rate of taxes and amount in Price Shedule-II, as the indicated taxes in schedule-II shall only be reimbursed during currency of Contract. However, any new tax imposed after 28 days prior to opening of techno-commercial bid shall also be reimbursed. Clause no. 3.3, part III of Instruction to Bidder may be referred.
	Part-IVA:	<ul style="list-style-type: none"> • The Consultant shall be responsible for 		As given under General & Special

	<p>General & special conditions of contract Ref. No. 21.1 & 21.2 (GCC Page No. 13)</p>	<p>payment of all taxes/Duties/Levies etc. as applicable under prevailing laws, rules and guidelines of the Central Government and respective State Government of India.</p> <ul style="list-style-type: none"> In addition to the liabilities to be borne by the Consultant pursuant to Articles 21.1, all taxes, duties, fees or levies of any kind, whatsoever, including income taxes and surcharge the liability of the Consultant and shall be paid directly by the Consultant to the relevant Authorities. 		<p>conditions of contract, the consultant is responsible for making all payments of taxes, duties, levies etc to the appropriate authority. After making payments of taxes etc.,the contractor/consultant shall apply to NEEPCO for reimbursement of actual tax paid along with supporting documents of payment. Hence, the clauses are not contradictory.</p>
4	<p>Part-V: Terms of Reference and Price Schedule Ref. No. 2 (1) Page No. 3</p>	<p>To undertake an Environmental and Social Monitoring Programme during Construction and Operation of Pare HEP, including suggestions for improvement, and the monitoring of watershed management. The monitoring infrastructure and procedures so established shall be handed over to NEEPCO's Environment Cell for continuation of routine monitoring. (Note that some environmental monitoring is being undertaken by consultants working on behalf of the Pare HEP contractors. The work of the presently defined consultancy services should be integrated with the existing monitoring work.)</p>	<p>We understand that the environmental monitoring is included in consultant's scope, which will be carried out by NABL/ MoEF accredited laboratory (hired by the consultant). Therefore, the consultant is not required to establish any monitoring infrastructure at site. In that case, what kind of monitoring infrastructure is to be handed over to NEEPCO? Please clarify.</p>	<p>The following environmental monitoring activities are, inter alia, envisaged in the ToR:</p> <ul style="list-style-type: none"> Water quality monitoring during construction and during the first year of commissioning / operation – It is envisaged that “sampling and analysis of water must be undertaken by an accredited laboratory. Direct-reading instruments may be used where convenient. However, where direct-reading instruments are used, evidence must be provided for their accuracy in use.” As such, the use of direct-reading instruments by the consultant is possible but not required. Monitoring of aquatic ecology immediately after first filling of the reservoir and then one year later; Air quality monitoring during construction - The consultants are required to undertake monthly 24-hour monitoring of Suspended and Respirable Particulate Matter. Noise monitoring during construction; Monitoring of change in terrestrial ecology.

				<p>The consultant's scope of work regarding the environmental and social monitoring programme covers the construction period and the first year of commissioning / operation. During these times regular monitoring activities are most crucial (e.g. noise and air quality monitoring is not needed once construction is completed). If in the case of the interested bidder the consultant does not envisage to establish equipment for water quality monitoring at site (i.e. it is understood that the accredited laboratory will use its own laboratory instrumentation), handing over of monitoring equipment to NEEPCO does not seem to be necessary in this respect.</p>
5	<p>Part-V: Terms of Reference and Price Schedule Ref. No. 2 (3) Page No. 3</p>	<p>To advice on and installation of a warning system to warn of daily 'tidal' flows in the downstream river and other planned 'spilling' from the dam. (Unless the Consultant can demonstrate, to the satisfaction of NEEPCO and KfW, that they have adequate in-house expertise to execute the engineering work included in the respective package of works it is expected that these engineering works will be sub-contracted from a separate engineering contractor. It will have to be demonstrated, to the satisfaction of NEEPCO and KfW, that the selected sub-consultant has adequate experience and expertise to execute such works.)</p>	<p>We understand that the consultant will provide only consultancy & advisory services for warning system to warn of daily 'tidal' flows in the downstream river and other planned 'spilling' from the dam. The installation of instruments for the same will be the responsibility of the contractor/ client at their own cost. Please clarify.</p>	<p>The tenderers solely need to assist during procurement of any equipment for the warning system (TOR, page 16 ff, para 3.3.2): "The complete plan/scheme should be submitted by the Consultant within 6 (six) months from the date of LOI. Following NEEPCO's approval of the proposed scheme, the Consultant shall assist the Corporation in obtaining approval for its construction from the relevant authorities. The Consultant shall also assist the Corporation and liaise with the concerned authorities during procurement of an appropriate type, power, and number of sirens, and then manage / supervise their installation and testing."</p>