

Pre Bid Commercial Clarifications No.1 dated 08.05.2025 to NIB No.477 dtd 26.02.2025 for EPC execution of EM Works of 240 MW Heo HEP

Sr. No.	Section	Clause No.	Bid Stipulation	Bidders Queries	NEEPCO Replies
1	Section -II/ITB Section -II/ITB Section-III A, GCC Section IIIA / GCC Section IIIA /GCC	5, Page 5 of 65 25, Page 27 of 65 11, Page 14 of 54 1.1 (24), Page 5 of 54 51, Page 3 of 54	Time Schedule Award Criteria Completion Period Zero Date Commencement Execution and Completion of Work	With aforesaid clauses we understand that the NEEPCO will issue the Letter of Intent, please confirm. However, we propose that “the Time Schedule / Completion Period / Zero Date / Commencement, Execution and Completion of Work “shall be reckoned from the date of following instead of Letter of Intent: - Contract is signed by both parties - Down payment is received by the Contractor. Please confirm.	Bid Stipulation shall Prevail
2	Section-III A, GCC	15, Page 20 & 21 of 54	Liquidated damage	We understand that the Contract may be cancelled only after the maximum LD is reached. Please confirm	Bid stipulation shall prevail
3	Section-III A, GCC	18, Page 22 & 23 of 54	Inspection and Testing	We request NEEPCO to add the following as a new sub-clause 18.10 & 18.11 as under: -18.10 – All cost/expenses for attending test or inspection by Purchaser or its representatives shall be borne by Purchaser.18.11 - After the Contractor has delivered the material the Engineer in Charge will inspect the material delivered within ten (10) days of date of arrival of material and will issue a material receipt certificate. If the Engineer in Charge fails to issue a	Material receipt is the responsibility of the contractor. After receipt, joint verification by contractor with NEEPCO’s supervision engineer will be carried out. Subsequently, MRC will be issued. Hence, Bid stipulations shall prevail.

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				material receipt certificate within fifteen (15) days from date of arrival of material due to reasons not within the Contractors responsibility, the material is deemed to be accepted. In such case the Contractor will issue a deemed material receipt certificate and the applicable payments shall be released. Please confirm.	
4	Section-IIIA, GCC	34, Page 31 of 54	34.7 The provision of latent defects shall be applicable up to the end of 6 (six) years from the date of successful commissioning of the unit.	We request NEEPCO to accept our suggestion which is as under: -The provision of latent defects shall be applicable up to the end of 3 (three) years from the date of successful commissioning of the unit.	Bid stipulation shall prevail.
5	Section-IIIA, GCC	34, Page 30 & 31 of 54	GUARANTEE / WARRANTY	<p>We request you to kindly add the following at last of subclause 34.1:</p> <p>The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:</p> <p>(a) improper operation or maintenance of the Facilities by the Employer</p> <p>(b) operation of the Facilities outside specifications provided in the Contract</p> <p>(c) normal wear and tear.</p> <p>We would also like to mention that above clause is applicable in many Central /state PSUs (like NHPC & SJVNL</p>	Bid stipulation shall prevail.

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				etc).Therefore, we request you to kindly consider our request. Please confirm.	
6	Sec-III A: General Conditions of Contract	41.5, Page 39 of 54	Due date of Payment	<p>In the event of failure of the Purchaser on any account to make any payment which has become due as set forth in the Contract, interest on the amount of such delayed payment(s) shall be paid by the Purchaser at the Base Lending rate of State Bank of India.</p> <p>We would also like to mention that many central and State Utilities(like NHPC & SJVNL etc) tenders provide interest of delayed payment, so we request you kindly consider our request.</p>	Bid stipulation shall prevail.
7	Section-III A, GCC	44, Page 40 of 54	Responsibility of the Contractor	<p>We request NEEPCO to add the following as a new sub-clause 44.3 as under:-</p> <p>“Any change/modifications/addition to the Facilities or Scope of Work will be mutually agreed for adjustment in time and cost between Purchaser and Contractor during contract execution.”</p> <p>Please confirm.</p>	Bid stipulation shall prevail.
8	Section-III A, GCC	47, Page 42 of 54	Materials and Workmanship	<p>We request NEEPCO under Clause no. 47.1(c) - Please change the word “severest” to “normal”. Please confirm.</p>	Bid stipulation shall prevail.

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9	Section-III A, GCC	50, Page 43 of 54	Compliance with Regulations	<p>We request NEEPCO to add the following as a new sub-clause 50.3 as under: -</p> <p>If the Contractor suffers or will suffer delay and/or incurs or will incur additional Cost as a result of any changes in the Laws or in such interpretations, the Contractor shall give notice to the Purchaser and shall be entitled to extension of Time for Completion and/or additional payment.</p> <p>Please confirm.</p>	Bid stipulation shall prevail.
10	Sec-II: Instruction to Bidders ANNEXURE-III INTEGRITY PACT	4.1 & 4.2, Page 41 & 42 of 65	<p>Section 4 – Compensation for damages</p> <p>4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.</p> <p>4.2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages</p>	<p>We request you kindly delete 4.2 under the Integrity Pact because, during the pre-award stage, we are submitting only EMD in the form of a bank guarantee. Moreover, we would like to mention that in the EMD format mentioned under Bid Document, Vol-I, Sec-VI—Bid Forms/Other Forms/Formats BG/Contract Agreement, there is no provision saying that the EMD can be forfeited in case the bidder adopts corrupt, collusive, coercive, or fraudulent practices or defaults under the Integrity Pact.</p> <p>Request you kindly amend the EMD</p>	<p>Instruction of CVC on Integrity Pact are to be adopted and implemented mandatorily by all Govt. Organizations.</p> <p>Accordingly, bid stipulation shall prevail.</p>

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			equivalent to 10% of the Contract Price or the amount equivalent to Security Deposit/Bank Guarantee, whichever is higher.	format accordingly and delete clause 4.2 in the Integrity pact format.	
11	Sec-II: Instruction to Bidders ANNEXURE-III INTEGRITY PACT	8.1, Page 42 of 65	Section 8 – Independent External Monitor(s) 8.1 The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.	Our understanding of this clause is as under:- Audit and access rights shall be limited to records and documents directly related to the project concerned and shall only be exercised in cases of suspected violations of this Integrity Pact. Access to offices, production premises, or sites shall be granted solely in instances of confirmed violations of this Integrity Pact and shall be restricted to those offices, production premises, or sites involved in the project concerned. On-site audits shall only be conducted by prior notice and during normal business hours. Confidentiality obligations on the part of the supplier towards third parties and confidential information in the sense of business secrets must be taken into account and documents may only be inspected to the extent necessary to verify the obligations arising from this Integrity Pact. The costs of the audit shall be borne by the Principal.	Instruction of CVC on Integrity Pact are to be adopted and implemented mandatorily by all Govt. Organizations. Accordingly, bid stipulation shall prevail.

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				<u>Please confirm our understanding is correct.</u>	
12	Section-II (a), Information for Biider	2	Scope of Work- Exclusion	<p>We request NEEPCO to add following line at the end of this clause which is as under: -</p> <p>Civil fronts for EM equipment installation shall be provided free from hindrances/ restrictions as far as practicable including their access. The civil fronts handing over for E&M erection shall be done after joint signature of Checklists & Handover protocols. Any delay in providing the civil fronts as per schedule will imply in additional time & cost corresponding to such delay will provided by NEEPCO to Contractor.</p>	Bid stipulation shall prevail
13	General		Power Supply	We request NEEPCO to provide construction Power at the worksite /colony for cost optimization point of view. <u>Please Confirm.</u>	Bid stipulations shall prevail.
14	General		Land for Accomodation, insallation and Storage Area	We request NEEPCO to please add following line in this clause" Levelled land of required size within close vicinity of power house shall be provided to Contractor on free of cost basis for Construction of store, sheds required for handling of EM material as	Bid stipulations shall prevail.

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				<p>well as accomodation for site staff. Land shall be above high flood level for safe storage and safety of contractor's personnel. NEEPCO shall also provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the Contractor and occupiers. Please accept our request.</p>	
15	Vol-I, Sec-IIIB	5.0	<p>INSPECTION, TESTING AND INSPECTION CERTIFICATE: The Engineer-in-charge shall have the right to re-inspect any equipment though previously inspected and approved by him at the Contractor's works, before and after the same is erected at site. If, by above inspection, the Engineer-in-charge rejects any equipment, the Contractor shall make good such rejection either by replacement or modifications /repair,s may be necessary, to the satisfaction of the Engineer-in-charge. Such replacement shall also include the replacement or re-execution of those works of other Contractor and / or Agencies, which might have got damaged or affected by the</p>	<p>We request NEEPCO to replace the word "to the satisfaction of the Engineer-in-charge" with "as per Contract". <u>Please Confirm.</u></p>	Bid stipulations shall prevail.

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			replacement of re-work done to the Contractor's work		
16	Vol-I, Sec-IIIB	7.4	Delays	We request NEEPCO to provide both Time extension and cost compensation in case reason for delay is not attributable to Contractor.	Bid stipulations shall prevail.
17	Vol-I, Sec-IIIB	11.5	Protection of material and works	We request NEEPCO to modify the clause " Should any damage to the Contractor's work occur because of the other party not being under his supervision or control, the Contractor shall make his claim directly with the party concerned <i>Employer</i> ". Please accept our request as we do not have any direct relation with other party.	Bid stipulations shall prevail.
18	Vol-I, Sec-IIIB	20.2	Commissioning	We request NEEPCO to consider the successful trial run of 72 hours as commissioning. This is in line with standard market practise. One month trial period is long time and will invite more cost to project. <u>Please confirm.</u>	Bid stipulations shall prevail.
19	Vol-I, Sec-IIIB	20.3	Statutory clearance	We request NEEPCO 'to obtain all statutory clearances from the concerned Authority including payment of fees to the concerned authority / electrical inspector' in their scope being owner of the project. Contractor shall assist the NEEPCO with documentation as per requirement. <u>Please Confirm</u>	Bid stipulations shall prevail.

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20	Vol-I, Sec-IIIB	20.5	Delay in commissioning	<p>We request NEEPCO to modify the clause " If for reasons not attributable to the Contractor including but not limited to shortage or unavailability of water or power grid, it is not possible to commission the Units immediately after completion of work within 1 month time from the date of Completion or any other period agreed upon by the Employer and the Contractor, the Contractor shall serve notice on the Employer to this effect and in case no communication is received from the Employer within 15 days of receipt of such notice from Contractor in this regard, the Contractor shall be deemed to have fulfilled its obligations with respect to commissioning. Clause no. 20.2, 20.3 and 20.4 shall not apply in this case and Defect liability period shall start from this date. Contractor shall be demobilised / removed from the site along with tools and tackles and NEEPCO shall be responsible for further watch and ward, periodic maintenance and further care of the equipment. Kindly appreciate that Contractor shall not be bound for unlimited period under the contract. <u>Please Confirm</u></p>	Bid stipulations shall prevail.

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21	Vol-I, Sec-IIIB	21.2	Adherence to work schedules: Time is essence	We request NEEPCO to delete this phrase as the project of such nature comes with its own uncertainties and challenges. LD provisions are already available in tender document for any delay.	Bid stipulations shall prevail.
22	Vol-I, Sec-IIIB	31	Drawings	Approval/remarks on the drawings shall be issued by NEEPCO within 10 days from the date of receipt of drawings, and the approval of drawings shall not be unreasonably delayed/withheld. Further, if the approval is given in 10 days, then on the 11th day it is deemed approved. Please confirm.	Bid stipulations shall prevail.
23	Vol-I, Sec-IIIB	34	Monsoon/ dewatering	We request NEEPCO to consider "necessary dewatering of powerhouse or any other area during construction phase till wet commissioning and adequate flood protection arrangement for powerhouse complex shall be ensured by the NEEPCO. Please accept	Bid stipulations shall prevail.
24	Vol-I, Sec-IIIB	38.1	Protest	We request NEEPCO to modify the last line as " Such decisions of the Corporation / Head of Project, shall be communicated to the Contractor under the title "Decisions revoked by the Head of Project," and shall be binding on the Contractor and shall be mutually	Bid stipulations shall prevail.

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				agreed between Contractor and NEEPCO.	
25	Vol-I, Sec-IIIB	43	POSSESSION PRIOR TO COMPLETION The Engineer-in-charge shall have the right to take possession of or use any completed part of work. Such possession or use shall not be deemed as an acceptance of any work completed in accordance with the Contract.	We understand that in such case our Warranty period start from that date when possession or use any completed part of the work and payment shall be released accordingly. Please confirm.	Bid stipulations shall prevail.
26	General		Employer responsibilities for erection and commissioning	We request NEEPCO to consider the following in thier scope: 1. HSE conditions (Security in & around site, safe access to the work sites, covering of openings/hatches, handrails, general area lighting, evacuation plan, arresting of water seepages/rock falling, general cleanliness, dust free conditions for erection of critical equipment, ventilation during construction, public facilities etc) during construction to be ensured by the Employer. 2. No blasting/Overhead works shall be allowed at the time E&M installation in/nearby area where E&M erection is ongoing. 3. Erection of all equipment including draft tube and spiral casings to be installed by power house EOT crane. In	Bid stipulations shall prevail.

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				<p>case working front for installation of EOT crane is not available, NEEPCO shall provide suitable cost and time extension.</p> <p>4. All testing & commissioning power supply to be arranged by NEEPCO without any cost to bidder.</p> <p>5. Welding of penstock pieces with MIV shall be in NEEPCO scope.</p> <p>6. The connection between Take-off gantry to Grid transmission line tower to be made by the NEEPCO.</p> <p>7. Necessary forms / support for registration of our erection sub-contractor shall be provided by NEEPCO.</p>	
27	General		Bank Guarantee formats	Please refer Annexure 1 for our comments in Bank Guarantee format.	Bank Guarantees format submitted by bidder with TC Bids shall be checked and any modifications/amendment in formats is not acceptable to NEEPCO.
28	General		Transport limitations	We request to provide the details with respect to transport limitation in weight and dimensions. After dismantling of equipment to possible extent, tentative Dimension of EM equipment would be : Length (m) x Width (m) x Height (m)- 10x5x5 and weight should not be less than 60 Tons excluding trailer. Please confirm.	Bidder may refer to 'Sl.No.3 of Pre Bid Technical Clarification No.2 dtd 03.05.2025.

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				We understand that any Upgradation and maintenance of all roads for access to and within Power House shall be NEEPCO responsibility.	
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29	Sec-1, DNIB, Clause No.2 Scope of work: Design and Engineering on Computerised Modelling System including supply and installation of software and hardware of international repute for completed plant documentation.			Kindly further clarify requirement of this scope.	The Design & Engineering (D&E) Works such as design calculations / finalization of design parameters for the scope of the tender shall be carried out using latest computerized modelling system. The bidder shall supply the requisite hardware and software related to the above-mentioned D&E works, and also train NEEPCO's manpower on the same for future requirement during Operation & Maintenance Period of the Plant. The above will form a part of the Design Documents to be submitted as per the contract. However, it may be noted that the Turbine Model Test shall be carried out on physical model in line with the relevant clauses of

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			the Particular Technical Specifications of the Turbine.
30	<p>Sec-1, DNIB, Clause No.4</p> <p>Time of Completion: The scheduled Time for Completion of Works shall be 39 (thirty-nine) months reckoned from the date of issue of Letter of Intent (LOI) by the Employer.</p>	<p>Please note that 39 months are not sufficient to execute the 3 X 80 MW Heo Hydro-Electric project.</p> <p>M/s NEEPCO is requested to kindly increase the time of completion to 45-50 months instead of 39(thirty-nine) months from the date of issue of Letter of Intent (LOI).</p>	Bid stipulation shall prevail
31	<p>Sec-1, DNIB, Clause No.6.2.1 & Corrigendum no. 2 dated 25.03.2025</p> <p>6.2 Technical Qualifying Requirement 6.2.1 The bidder (but not his sub-contractor) or the Lead Partner in the Partnership Firm / Joint Venture / Consortium shall have successfully.....at least 3 (Three) years during the last 7 (Seven) years. AND 6.2.2 The bidder or his sub-contractor or a Partner in the Partnership.....operation for at least 3 (Three) years during the last 7 (Seven) years; AND 6.2.3 The bidder or his sub-contractor or a Partner in the Partnership.....operation for at least 3 (Three) years during the last 7 (Seven) years;</p>	<p>We request you to kindly clarify followings:</p> <ul style="list-style-type: none"> i. We understand that successfully completed means commissioning of machines. ii. Please note that the after handing over of Hydroelectric plant from contractor to Owner, its owners' responsibility to maintain the Power Plant in line with O&M Manuals provided by contractor. Hence, requirement of 	Bid stipulation shall prevail

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		<p>“successful operation for at least 3 (Three) years during the last 7 (seven) years” is not practical.</p> <p>In view of above, NEEPCO is requested to kindly change the requirement to 1 Year instead of 3 years.</p>	
32	Sec-1, DNIB, General Clearances for the project	We request NEEPCO to kindly mention status of clearances for the project.	Bid stipulation shall prevail
33	Sec-1, DNIB, General Bid Document	We request NEEPCO to kindly arrange to provide editable data sheets & bidding forms.	No comment
34	Sec-II, ITB, Clause No.14 SIGNATURE OF BIDS: Clause No.14.1: The bids must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed at each page by the bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature. For online bids, the document submitted by the bidder must be signed and sealed on each page by the Bidder with this usual signature before scanning and uploading.	We understand that bid document to be signed and sealed on each page only. No need of name printed (person signing bid) on each page is required as this is the online bid.	Bid stipulation shall prevail

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35	<p>Sec-II, ITB:</p> <p>Clause No.18.2: Price for Inland Transportation including Freight and Insurance, Storage and Preservation of all Equipment at any intermediate locations (if required), Delivery to Project Site, Comprehensive Insurance for taking care of eventualities till Handing Over of the Plant/ Work shall remain FIRM and be indicated separately, in Price Schedule-III, given in Section-VII of Volume –I.</p>	We request NEEPCO to kindly allow price variation for Inland Transportation including Freight and Insurance, Storage and Preservation.	Bid stipulation shall prevail
36	<p>Sec-IIIa, GCC, Clause No. 41.4</p> <p>41.4 Terms of Payment:</p> <p>a) For Supplies</p> <p>(i)10% (ten percent) of the total Ex Works price for supply shall be paid as nonrecoverable down payment on submission of Bank Guarantee of equivalent amount, along with interest at the rate of 1.5% (one and half percent) above BPLR of State Bank of India, as per the Proforma of Bank Guarantee (enclosed), with validity period upto 90 (ninety) days after the scheduled date of successful completion.</p>	<p>Advance provided by Owner enable the contractor in purchasing raw material and doing Engineering.</p> <p>In view of above, M/s NEEPCO is requested to kindly provide an interest free advance to the contractor.</p>	Bid stipulation shall prevail.
37	<p>Sec-IIIa, GCC, Clause No. 41.4</p> <p>(iii) 15% (Fifteen percent) of Ex-Works Price along with 90% (Ninety Percent) Price Adjustment amount shall be paid on receipt of materials at site in full and good condition, and duly certified by Engineer In Charge.</p>	NEEPCO is requested to kindly specify the time limit in which NEEPCO will issue the certificate of the receipt of material at site.	Material receipt is the responsibility of the contractor. After receipt, joint verification by contractor with NEEPCO's supervision engineer will be carried out. Subsequently, MRC will be issued.

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38	<p>Vol-1, Sec-IIIB, Erection Condition of Contract, Clause 25: Insurance</p> <p>25.0 INSURANCE</p> <p>25.1: The Contractor shall obtain all risk insurance policies adequately covering the total risk of transportation of the materials and equipment to be supplied by him under the Contract, and will obtain Storage-cum-Erection policy for the materials and equipment to be erected by him under the Contract, in the joint names of the Purchaser and the Contractor, and to be kept valid till the plant and equipment is taken over by the Owner. It may so happen that, for erection works, the Contractor will have to take insurance coverage for the materials and equipment supplied by the Owner. In such case, the Contractor shall take insurance coverage for these materials and equipment also</p>		<p>It is clarified that the amendments issued under Corrigendum No.6 dated 22.04.2025 is applicable across all relevant cross-referenced clauses of the Bid documents.</p> <p>However, Clause No.25.3, Vol-1, Sec-IIIB, Erection Condition of Contract shall prevail.</p>
39	<p>Vol-1, Sec-IIIB, Erection Condition of Contract, Clause 49: Contractor's Risk</p> <p>49.0 CONTRACTOR'S RISK</p> <p>49.1 The Contractor shall take upon himself the whole risk of executing the works and all materials obtained for the purpose of the Contract and all works executed shall be at his risk until a certificate of completion of the works has been issued by the Corporation.</p> <p>49.2 The Contractor shall, at his own cost, make good to the satisfaction of the Corporation, all damages, loss or injury that may happen to any portion of the works.</p>		<p>Corrigendum No.6 dated 22.04.2025 will prevail.</p>

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40	Vol I SEC IIIB	4	4	The Purchaser shall have lien on all equipment including those of the Contractor brought to the site for the purposes of erection, testing and commissioning of the plant.	The Purchaser shall have lien on all equipment brought to the site for the purposes of erection, testing and commissioning of the plant for which payment has been done by Purchaser. The surplus Material which is not to be erected after successful completion of the project will be property of Contractor and will be returned, hence BBU should be changed after the completion of project at reconciliation stage keeping the contractual value same as Contractor is quoting in Lumpsum in different heads for completion of the project	Bid stipulation shall prevail
41	Vol I SEC IIIB	8	11.1	The Contractor shall, at all times, store, protect and preserve all materials supplied and equipment of every description including those furnished by the Corporation to keep them in good condition as per instruction of the Engineer-in-charge and / or as per the specification of the manufacturer. Any loss, damage and deterioration on these will be made good by the Contractor immediately.	The Contractor will charge for storage, protection and preservation of all materials supplied and equipment of every description including those furnished by the Corporation for the delay in the part of the Purchaser.	Bid stipulation shall prevail
42	Vol I SEC IIIB	8	11.2	Stores / materials issued by the Corporation, if neither utilized nor returned by the Contractor, will be recovered at double the prevailing issue rate / contractual issue rate.	Stores / materials issued by the Corporation, if neither utilized nor returned by the Contractor, will be recovered at the prevailing issue rate / contractual issue rate plus 10 %	Bid stipulation shall prevail

43	Vol I SEC IIIB	10	13.1	Such land may be allotted as available at site and may be at different locations. The Contractor will be permitted to use such land exclusively for execution of the Contract. The Contractor will have to vacate the land on completion of assigned work without any encumbrances or when demanded by the Department in the interest of the project works.	Please specify the distance and surface area & perimeter of given land for respective use from Power House, Valve House and Barrage . Electrical connection to be provided by NEEPCO for these infrastructures. Nearest coordination office at Along/Pasighat/Tato or elsewhere decided by NEEPCO to bidder free of cost The contractor will be paid for the cost of vacation if the department demand the vacation before the completion of assigned work even no risk & cost has been done on contractor.	Bid stipulation shall prevail
44	Vol I SEC IIIB	10	13.2	The Contractor shall make his own arrangement of water required for the purpose of construction and drinking water at construction site at his cost from available sources.	Water for construction / testing (Erection & Commissioning) purposes and potable water of suitable quality Should be given free of cost.	Bid stipulation shall prevail
45	Vol I SEC IIIB	11	14.4	have the right to refuse permission for equipment and material if, in his opinion, the same will adversely affect the efficient and expeditious completion of the Contract.	will not have any right of refusal	Bid Stipulation shall prevail
46	Vol I SEC IIIB	12	14.8	As and when grid power is available, grid power availed by the contractor shall be metered jointly including Employer and recovery shall be affected @ Rs. 30.00 per Unit which shall include grid power price per unit.	Construction power should be provided free of cost. As and when grid power is available, the same shall be made available at 33 KV at one point in each location, viz Power House and Valve House.	Bid Stipulation shall prevail

47	Vol I SEC IIIB	16	20.5	If, on account of shortage of water and or power, it is not possible to commission the Units immediately after completion of the work, the commissioning and the trial run period of 1(one) month, as stated herein above, shall be carried out at a later date as instructed by the Engineer-in-charge without any extra cost to the Corporation. In such event, the defect liability period / warrantee will start form the date of taking over after successful commissioning.	1.For Trial run Clause 12.4 of Vol I Sec IV is accepted 2.For non availability of input (water/Grid Power evacuation system, etc.) from customer the project will be considered as deemed handed over . In such event, the defect liability period / warrantee will start form the date of deemed taking over 3.Defect Liability defention and warrantee defention should be made same.	Bid stipulation shall prevail
48	Vol I SEC IIIB	24	36	The Head of Project may establish sanitation, watch and ward rules and regulations for all labour force employed under the Contractor and the Contractor shall follow these at his own cost, failing which the Head of Project may perform them at the expenses of the Contractor.	Sanitation should be in Purchaser Scope	Bid stipulation shall prevail
49	Vol I SEC IIIB	29	45.3	The Store buildings/sheds constructed by the Contractor for storage of materials/ equipments shall, finally be handed over to the Corporation free of cost, on completion of the Project	would be charged as per mutual understanding	Bid stipulation shall prevail

50	Vol I SEC IIIB	38	64.3	Unless otherwise provided in the Contract, water which may accumulate on the Site during the progress of work or in trenches and excavations from any cause or source, whatsoever, shall be removed from the Site by the Contractor to the satisfaction of the Engineer-in-charge, and at the Contractor's expense	To be done by purchaser	Bid stipulation shall prevail
51	Vol I SEC IIIB	General	General	NEEPCO presently doesn't have any medical facilities of its own in the project.	NEEPCO will have provision for air ambulance facilities for Medical emergency services during exegengsis due to remoteness of site	Bid stipulation shall prevail
52	Vol I SEC IIIB	General	General	Delay Damages	If delay is due to reasons not attributable to bidder then compensation should be given as per actual.	Bid stipulation shall prevail