

नॉर्थईस्टर्नइलेक्ट्रिकपावरकॉर्पोरेशनलि.

(भारतसरकारकाउधम)

**NORTH EASTERN ELECTRIC POWER CORPORATION LTD
(A GOVT. OF INDIA ENTERPRISE)**

CIN U40101ML1976GOI001658



4th

**PRE-BID CLARIFICATIONS
DTD 13.06.2018**

IMPLEMENTATION OF ERP IN NEEPCO

NIB NO 259 DATED 24.11.2017

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4th Clarification to Pre Bid queries Implementation of ERP in NEEPCO **NIB No. 259 dtd. 24.11.2017**

SL. No.	Section	Clause as per RfP /subsequent amendment	Bidders Query & further Comments	NEEPCO Response
1	Section III (General Conditions of the Contract) Clause 65 (Limitation of Liability): Corrigendum No. 5 dtd. 28.03.2018	<p>65. LIMITATION OF LIABILITIES: Except in cases of criminal negligence or willful misconduct, (a) The Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer, and (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p>	We request changes to the updated Limitation of Liability clause as - "Notwithstanding anything contained in the contract, the Bidder's entire liability under the contract, regardless of the basis of the claim, shall be limited to the actual direct damages incurred by the client/NEEPCO upto the total contract value. The Bidder shall not be liable for any indirect, special, or consequential damages, even if the Bidder has been informed of the possibility. The liability cap shall not be applicable for any damages that cannot be limited under the applicable law."	Bid condition shall prevail
2	Section-III General Conditions of the Contract - Clause No. 30 Liquidated Damages and Clause No. 31 Penalties:	<p>Liquidated damages</p> <ul style="list-style-type: none"> If the Contractor fails to complete the work within the period fixed for such completion or at any time repudiates the Contract before the expiry of such period, the Purchaser shall without prejudice, have the right to recover the damage of the breach of the Contract by reducing the Contract price by 1/2 (half) percent per week or part of the week as Liquidated Damage. 	WE requests that Liquidated Damages or Penalties be applicable for reasons (delays or deficiencies as mentioned in the clause) which are solely and directly attributable to the Contractor, as mutually agreeable, subject to the overall maximum cap, as stated This shall be the sole and exclusive remedy available to NEEPCO against such delay or deficiency under the Contract."	Bid Condition shall prevail. Liquidated damages shall be applicable for delay in performance due to reasons attributable to the Contractor

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	Corrigendum No. 7 dtd. 18.05.2018	<ul style="list-style-type: none"> • The delay shall be reckoned for the period between the Contractual date of completion as stipulated in the Contract and the actual date of completion. • Interim deduction @ 1% per week or part thereof on the gross value of all the invoices pertaining to the delayed milestone(s) shall be made as per payment schedule, which will be refunded in case of achieving any subsequent milestones as per the schedule. • The deductions cited in all above clauses shall not exceed 10 (ten) % of the total Contract value at any point of time. <p>Penalties</p> <ul style="list-style-type: none"> • If the Bidder is not able to provide the license within 4 weeks of requisition by the Owner, the payment to the Bidder will be liable for deduction @0.5% of the Total Contract Price for delay of each week or part thereof. • If the Bidder is not able to maintain the minimum required & agreed man-power throughout the project the Bidder shall be liable for deduction at the rate of INR 1,00,000 (One Lac) per manpower resource per day . • If the “ERP Solution” (or sub-system(s) or Hardware(s)) fails after the successful last site Go-live, Purchaser shall levy penalty equivalent to 5% 		

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		<p>(Five percent) of the total contract value which will be deducted from CPG.</p> <ul style="list-style-type: none"> For all the above clauses penalty will be deducted subject to a maximum of 5 % of Total Contract Price. <p>Added as new Clause No. 31A The total compensation recoverable under clauses of Liquidated Damages (Clause 30) & penalty (Clause 31) shall not exceed 15 % (fifteen) of the Total contract value</p>		
3	Section-II Clause No. 6.16 - (Instructions to Bidders) – Corrigendum No. 7 dtd. 18.05.2018	Payment Terms:	Within the revised payment milestones mentioned in your corrigendum - we request that within your payment milestone invoicing and payment for hardware and software licenses be allowed for 100% upon delivery of the hardware and software licenses, respectively.	Bid condition shall prevail
4	Section V- Parent company agreement	Form J- Parent company agreement (on parent guarantee):	This is not applicable for us as we will be directly bidding. Additionally, NEEPCO is procuring the Contract Performance Bank Guarantee (CPG) from us, which is liable to be forfeited in case of any default by us	Please refer bullet -4 under Note (applicable for Clauses 4.1,4.2,&4.3) at Page No. 12, Section-I (Detailed Notice Inviting

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				Bid). Form-J & Form K given in section-V of RfP are applicable for bidding by wholly owned Indian subsidiary company having guaranteed support from parent company.

Sd/-
 General Manager
 I/c Contracts & Procurement
 NEEPCO Ltd