Pre Bid Commercial Clarification No.2 dated 14.05.2025 to NIB No.477 dated 26.02.2025 for EPC execution of EM Works of 240MW Heo HEP.

Sr. No.	Section	Clause No.	214	Pitters	NEEPCO Replies
Sr. No.	Section	Clause No.	Bid Language	Bidders Query	NEEPCO Replies
1	Vol-I, Sec-IIIA_GCC	4.4 Page 11 of 54	4.4 The prescribed proforma for the Bank Guarantee for Contract performance is enclosed at Sec-I, Volume-VI of this bid document	We request NEEPCO to correct the reference no. under this clause which is as under:- 4.4 The prescribed proforma for the Bank Guarantee for Contract performance is enclosed at Sec. I, Volume- 4.5 Sec. VI, Volume-I of this bid document	Clause No.4.4, Section IIIA, Vol-I is corrected as below: The prescribed proforma for the Bank Guarantee for Contract performance is enclosed at Sec-I, Volume-VI Sec-VI, Volume-I of this bid document
2	Vol-I, Sec-IIIA_GCC	11.6 Page 14 of 54	11.6 The date of completion of the works, as stipulated in the bid documents and so incorporated in the Letter of Intent shall be strictly followed by the Contractor. The Contractor shall so organize his resources and perform his work as to complete it not later than the stipulated schedule. 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. The Contractor's liability for delay in completion shall be stipulated under the Clause No. 14.0 of this part.	We request NEEPCO to correct the reference no. under this clause which is as under:- 11.6 The date of completion of the works, as stipulated in the bid documents and so incorporated in the Letter of Intent shall be strictly followed by the Contractor. The Contractor shall so organize his resources and perform his work as to complete it not later than the stipulated schedule. 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. The Contractor's liability for delay in completion shall be stipulated under the Clause No. 14-0 15.0 of this part.	Clause No.4.4, Section IIIA, Vol-I is corrected as below: The date of completion of the works, as stipulated in the bid documents and so incorporated in the Letter of Intent shall be strictly followed by the Contractor. The Contractor shall so organize his resources and perform his work as to complete it not later than the stipulated schedule. 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. The Contractor's liability for delay in completion shall be stipulated under the Clause No. 15.0 of this part.
3	Vol-I, Sec-IIIA_GCC	Page 15 of 54	11.7 However, if the work is delayed on account of: a) Suspension of work as per Clause 31.0 for reasons attributable to the Corporation or, b) "Force Majeure" at Clause 16, or c) Any other cause which, at the absolute discretion of the Engineer-in-Charge, is beyond the Contractor's control, Then immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-Charge accordingly, but the Contractor shall nevertheless use constantly his best endeavor to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time to which he may consider himself eligible under the Contract within 7 (Seven) days of the date of happening of any such event as indicated above. However, the time extension, if granted by the Corporation will not relieve the Contractor from the payment of compensation for delay, and the decision of the Engineer-in-Charge shall be final and binding.	We request NEEPCO to modify this clause as under:- 11.7 However, if the work is delayed on account of: a) Suspension of work as per Clause 31.0 for reasons attributable to the Corporation or, b) "Force Majeure" at Clause 16, or c) Any other cause which, at the absolute discretion of as per the mutual agreement of the Contractor and the Engineer-in-Charge, is beyond the Contractor's control, Then immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-Charge accordingly, but the Contractor shall nevertheless use constantly his best endeavor to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time to which he may consider himself eligible under the Contract within "Isoven! 14 (Fourteen) days of the date of happening of any such event and coming into notice of the Contractor as indicated above. However, the time extension, if granted by the Corporation will not relieve the Contractor from the payment of compensation for delay, and the decision of the Engineer-in- Charge shall be final and binding.	Bid Stipulation shall Prevail.
4	Vol-I, Sec-IIIA_GCC		12.2 All costs, claims, damages or expenses which the Purchaser may have paid for which the Contractor is liable under the Contract, shall have to be refunded by the Contractor within 30 (thirty) days of receipt of the bills. If the bills are not paid within the said period, this may be deducted by the Engineer-in-charge from the Performance Guarantee or from any money due or which will become due to the Contractor under this Contract.	We request NEEPCO to modify this clause as under:- 12.2 All costs, claims, damages or expenses which the Purchaser may have paid for which the Contractor is liable under the Contract, shall have to be refunded by the Contractor within 30 (thirty) days of receipt of the bills. If the bills are not paid within the said period, this may be deducted by the Engineer-in-charge 1st from the money due or which will become due to the Contractor under this Contract and thereafter from the Performance Guarantee.	Bid Stipulation shall Prevail.
5	Vol-I, Sec-IIIA_GCC	15 (iv) Page 20 of 54	15 LIQUIDATED DAMAGE (Iv) Where action is taken under Sub-clause (ii) or (iii) above for failure to complete the work, the Contractor shall be liable for any loss, which the Purchaser may sustain on that account. However, the Contractor shall not be entitled to any gain on such execution and the manner and method of such execution shall be at the entire discretion of the Corporation. It shall not be necessary for the Purchaser to serve a notice of such execution on the Contractor.	We request NEEPCO to modify this clause as under:- (iv) Where action is taken under Sub-clause (ii) or (iii) above for failure to complete the work, the Contractor shall be liable for any ioss cost, which the Purchaser may sustain on that account. However, the Contractor shall not be entitled to any gain on such execution and the manner and method of such execution shall be at the entire discretion of the Corporation. It shall not be necessary for the Purchaser to serve a notice of such execution on the Contractor.	Bid Stipulation shall Prevail.

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6	Vol-I, Sec-IIIA_GCC	16 Page 20 of 54	FORCE MAJEURE	We request NEEPCO to add this clause at the end of this clause:- (iv) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution including that of commercial settlement & Time extension, failing which the dispute will be resolved in accordance with GCC, Clause 21. (V) Under no circumstance, the occurrence of Force Majeure event shall prevent the Customer from fulfilling its obligation to release payments to the Contractor for the work undertaken and/or performed during this period.	Bid Stipulation shall Prevail.
7	Vol-I, Sec-IIIA_GCC	16 (i) para2 Page 21 of 54	16 FORCE MAJEURE In the event Engineer-in-Charge will subsequently confirm regarding the Force Majeure including period of occurrence.	We request NEEPCO to modify this clause as under: i) In the event of either party becoming aware, coming into notice of either party or either party been rendered unable, as aforesaid, thereby shall notify within 10 (Ten) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause. Engineer-in-Charge will subsequently confirm regarding the Force Majeure including period of becoming aware, coming into notice and occurrence.	Bid Stipulation shall Prevail.
8	Vol-I, Sec-IIIA_GCC	-	16 FORCE MAJEURE iii) Should there be a request for extension of time arising out of "Force Majeure", the same shall be considered. No compensation, whatsoever, will be allowed to the Contractor for the delay arising out of Force Majeure condition.		Bid Stipulation shall Prevail.
9	Vol-I, Sec-VI_Bid Forms		Bank Guarantee formats FORM OF BANK GUARANTEE (EMD) That the Guarantee herein contained shall remain in full force and effect during the period taken for finalizing the contract and execution of the agreement. That it shall continue to be enforceable until the Guarantee is fully discharged. That it shall be in full force only for a period of 07 (Seven) months from the date it Bears and it will hold good for any demand made by the Corporation in the meanwhile. And that if any further extension of this Guarantee is required the same shall be extended to such required period		Bank Guarantees format submitted by bidder with TC Bids shall be checked and any modifications/amendment in formats is not acceptable to NEEPCO.

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10	Vol-I, Sec-VI_Bid Forms	Page 35 of 62	Bank Guarantee formats Proforma of Bank Guarantee for Contract Performance We, (Name and address of the Bank) having registered Office	We request to modify the mandatory comments proposed by our bank on the formant of Contract Performance (Bank Guarantee) is as under:- We, (Name and address of the Bank) having registered Office	Bank Guarantees format submitted by bidder with TC Bids shall be checked and any modifications/amendment in formats is not acceptable to NEEPCO.
11	Vol-I, Sec-VI_Bid Forms	Page 38 of 62	Bank Guarantee formats Proforma of Bank Guarantee for Mobilisation Advance 3.1Me, the said Bank	We request to modify the changes in the formant of Bank Guarantee for Mobilisation Advance, as proposed by bank as under: 3.Me, the said Bank	Bank Guarantees format submitted by bidder with TC Bids shall be checked and any modifications/amendment in formats is not acceptable to NEEPCO.

Sr. No.	Section	Clause No.	Bid Language	Bidders Query	NEEPCO Replies
12	Vol-I, Sec-VI_Bid Forms	Page 42 of 62	Bank Guarantee formats Proforma of Bank Guarantee for Down Payment 3. We, the said Bank further agree that	We request to modify the mandatory comments proposed by our bank on the formant of Down payment (Bank Guarantee)is as under:- 3. We, the said Bank further agree that	Bank Guarantees format submitted by bidder with TC Bids shall be checked and any modifications/amendment in formats is not acceptable to NEEPCO.
13	General		Transfer of Risk	We understand that the "Transfer of Risk" shall be passed on to the Purchaser after the Commissioning of the individual Units. Please confirm .	Bid Stipulation shall Prevail.
14	General		Inner Line Permit (ILP)	We understand that Inner Line Permit (ILP) if applicable shall be NEEPCO scope and cost of the same be borne NEEPCO only.	Not agreed. However, NEEPCO will support in getting Inner Line Permit (ILP).
15	Vol I SEC IIIB	20.5 Page No.16	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 Defining Trial run Period, Clause no. 12.4 of Vol I Sec IV is acceptable and shall prevail over Clause no. 20.5 of Vol I SEC IIIB and other such clauses. 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 defintion and warrantee defintion should be made same.	1 Bid stipulation shall prevail. 2. Bid stipulation shall prevail. 3. Bid Stipulation shall Prevail.
16			23.3 Stage 2: Evaluation and comparison of price bids (Sealed Cover 2) 23.3.1 After completion of the Techno-Commercial evaluation,	Kindly confirm to our following understanding: 1. Evaluation of price bid will be done on total quoted price including Taxes & duties. 2. No bid loading on Turbine and Generator Weighted Average efficiency 3. Øapitalization of losses as per Cl. 2.6.40 (Vol-II, Sec- II: E2) is not clear on which transformers (Viz. GSU, UAT, SST etc) it is applicable. We request NEEPCO to kindly clarify bid loading clearly enable bidder to understand properly.	1. For Evaluation of Price Bid, bidder may refer to Clause No.23.2 and Sub Clause No.23.3.1, 23.3.2 and 23.3.3 of Vol-I, Section-II(ITB) of Bid document. 2. Expring the Community of Bid document. 3. Eapitalization of losses as per clause no. 2.6.40 of PTS Electrical, Vol-II, SecII; E-2 shall be applicable on Generator Step Up Transformers, Power Transformers and Distribution Transformers as listed in sl. No. 15 and 16 of the Bill of Quantities / Subsections E-2 and E-6 of PTS Electrical.
17	Sec-II, DNIB Cl. 2		4. SCOPE OF WORK Exclusions: The following item/ services shall be excluded from present scope of works: • Civil works as detailed in clause no. 10, GTS, Sec-I, Vol-II.	We submit that No civil Works, not limiting to exclusions mentioned in the subject Tender, shall be in E&M Contractors scope. M/s NEEPCO is requested to confirm the acceptance.	Bid stipulations shall prevail. Civil Works / Foundation Works, as mentioned in the Particular Technical Specifications shall be included in the scope of the EM Contractor.

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18	Vol II	General	Special Tools & Tackles	During Execution of project, special tools & Tackle supplied along with electrical and Mechanical packages shall be used and after completion of the job tools shall be delivered to Owner prior to taking over, in perfect working condition. Same is also appearing in the clause 4.11 Vol-II Section II PTS E-4 and it is not appearing in other electro-mechanical packages chapter against special Tools & Tackle "Special Tools shall be supplied by the Contractor as necessary for erection, installation, operation and maintenance, etc. of each item of equipment supplied under this Contract. All special tools shall be clearly marked to identify their use and shall be made available for the erection to be undertaken by the Contractor. Special tools shall be shipped with the first consignment of equipment to be erected. After completion of the job tools shall be delivered to Owner prior to taking over, in perfect working condition." Shall prevail for all Erection & Commissioning purposes.	The clause referred by the bidder is from earlier cancelled tender of Heo HEP. Bidder is requested to consult the bid documents attached with bid no. 477 dated 26-02-2025
19	NIB, Sec-I	6.2.1	The bidder or his sub-contractor or a Partner in the Partnership Firm / Joint Venture / Consortium shall have successfully completed the Design, Engineering, Manufacture, Erection & Commissioning of at least one Gas Insulated Substation of Voltage level 220 kV or higher, in India during the last 20 (Twenty) years and which has been in successful operation for at least 3 (Three) years during the last 7 (Seven) years);	GIS is a bought out item. EM bidder are having experience of Design, Engineering, erection & commissioning of GIS and the product is being supplied from OEMs having Design, Engineering and Manufacturing experience. You are requested to amend the QR as below: The Bidder/Sub-contractor should have successfuly completed Design, Engineering, Supply, Erection & commissioning of at least one (1)Gas Insulated Substation of voltage level 220 kV or higher, in India during the last 20 (Twenty) years and which has been in successful operation for at least 3 (Three) years during the last 7 (Seven) years. GIS will be sourced from the OEM meeting the design, engineering and manufacturing experience as per above.	Bid stipulation shall prevail
20	Price Schedule Vol-I, Sec-VII		Price Schedule	At many places quantities, rating mentioned in price schedule is not matching with PTS. Example. DG Set, SAT etc. Request you to kindly review & issue modified price schedule.	a) THe Generator Step up Transformer rating is 34.67 MVA 11/220/sqrt3 kVA Single phase. b) Quantity of 1500 kVA 33/0.433 kV 3 phase dry type Station Auxiliary Transformer shall be considered as 2 nos. c) 1 no. 800kVA 415 V Silent DG Set & 1no. 250 kVA 415 V Silent DG Set shall be in the scope of contractor. d)) The capacity/rating of Power House EOT Crane is given as 210/32/5 MT in the BoQ and 180/50/5 MT in the Schedule of Prices. The bidder is requested to note that the capacity/rating of the EOT Crane Main hook, Auxiliary Hook and Monorali shall be governed by the lifting requirements as already detailed in the Particular Technical Specifications (Vol-II, Section-II, subsection M-4).
21	Price Schedule Vol-I, Sec-VII		33 kV Overhead Transmission Line Approximately 5 km long 33 kV single circuit transmission line using "ACSR DOG" conductor shall be constructed with one no. earth wire strung on steel tubular poles from powerhouse to Upstream area (HRT Intake area & Valve house location) including Tapping arrangement at Intake and Valve house area, Lightning Arrestors, Horn Gap Fuses & Air break Switches, insulators etc. and provision for stringing of ADSS cable and mounting of street Lights on pole"	Exclusion of 33kV Transmission line scope- Please note that the area of connection is in between powerhouse to Upstream area (HRT Intake area & Valve house location) including Tapping arrangement at Intake and Valve house area. Request you to kindly exculde from EM bidder scope. Moreover, the scope also includes obtaining right-of-way, ROW clearance and access tracks.	Bid specifications shall prevail. Statutory charges for obtaining necessary clearances shall be borne by the Corporation. NEEPCO will extend the necessary assistance for obtaining statutory clearances.