

Pre Bid Commercial clarifications No.4 dtd 14.07.2025 against NIB No.477 dtd 26.02.2025 for EPC execution of EM Works of Heo HEP

Sr. No.	Section	Clause No.	Original Language/ NEEPCO Reply/ Addendum	Bidder Query / Clarification	NEEPCO replies
1	Sec-III A: General Conditions of Contract	Clause 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	<p>Kindly amend this clause as is given below: 34.7 The provision of latent defects shall be applicable up to the end of 6 (six) 3 (three) years from the date of successful commissioning of the unit end of warranty period of the unit.</p> <p>This is being requested as latent defect period starts from end of warranty period (defect liability period) and standard latent defect period is 3 (three) years.</p>	Bid stipulation shall prevail
2	Vol-I, Sec- IIIB	16 Page 21 of 54	FORCE MAJEURE	<p>With reference to our earlier raised query on this clause & NEEPCO Pre-bid replies (set-3) dt 04-06-2025, We kindly ask you to reconsider our request to add these clauses at the end of this clause to cap Force Majeure period (Please refer attached extracts of Force Majeure clauses from our various other Tenders for your ready reference wherein this equitable provision is already there).</p> <p>(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</p>	Bid stipulation shall prevail

				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.	
3	Page no 11 of Corrigendum no 8	17.6 In the event of termination of the Contract due to Owner’s convenience, Bank Guarantee for Contract Performance shall be released to the Contractor on receipt of a Bank Guarantee equivalent to 10% (Ten percent) of the value of Supply/Works completed by the Contractor. This BG shall be valid for a period of 12 months plus 90 days thereafter upon completion of the works in all respects.	With reference to our earlier raised query on this clause & NEEPCO Pre-bid replies (set-3) dt 04-06-2025, We kindly ask you to reconsider our request to amend this clause as this clause is ambiguous is nature, because in the event of Termination, we shall not be there at site for further completion of works. Therefore, BG validity can not be related to completion of the works. So, this needs an amendment as is given below. 17.6 In the event of termination of the Contract due to Employer’s/ Purchaser’s/ Owner’s convenience, Bank Guarantee for Contract Performance shall be released to the Contractor on receipt of a Bank Guarantee equivalent to 10% (Ten percent) of the value of Supply/Works completed by the Contractor. This BG shall be valid for a period of 12 months plus 90 days thereafter upon completion of the works in all respects 90 days from original (Contractually scheduled) warranty period.	Bid stipulation shall prevail	

4	General	BoCW	<p>NEEPCO Pre-bid reply (set-3) dt 04-06-2025</p> <p>In case of applicability of BOCW cess and wherever the bidder is not registered for compliance of BOCW Act 1996 and Cess Act of 1996, documentary evidence produced by the bidder on receipt of Cess paid by bidder's Sub-Contractor to the concerned Appropriate Authority, shall be acceptable for reimbursement by NEEPCO.</p>	<p>With reference to our earlier raised query on this clause & NEEPCO Pre-bid replies (set-3) dt 04-06-2025, We kindly hereby submit that NEEPCO has partly confirmed on this pre bid query raised by us i.e confirmed on applicability of BOCW on our sub-contractor & its reimbursement. Please confirm on these points too.</p> <p>1. How it will be dealt with for the services provided by Contractor directly, like Supervision services?</p> <p>2. BOCW will be applicable on complete Contract amount or only on Services/ Particular Services?</p> <p>Kindly confirm.</p>	<p>1. This responsibility shall lie with the prime contractor for any sub-contract awarded by the Prime contractor.</p> <p>2. This shall be as per the provision of BOCW Cess Act, 1996.</p>
5	Vol-I, Sec-II: Instruction to Bidders	13.5 (g) & (h)	<p>(g) Joint Deed of undertaking by bidder and sub-contractor on non-judicial stamp paper of requisite value (as per format provided at Form-H, Sec-VI of Bid Document), in original.</p> <p>(h) Undertaking by Sub-contractor (as per format provided at Form-I, Sec-VI of Bid Document), in original</p>	<p>Kindly note that Sub-contractor of Transformer and GIS are not ready to accept the conditions and requirements as stated under subclauses g) and h). as they are not signing any direct contract with NEEPCO.</p> <p>From our side, we can submit the required certificate to establish the qualification of the sub-contractor. Moreover, EM Contractor is otherwise responsible for overall obligations under the contract and providing suitable bank guarantees.</p> <p>In view of above, we request you to delete this requirement from the tender document</p>	<p>Bidder to refer to Corrigendum No.13 dtd 27.06.2025 regarding amendment to Technical QR.</p> <p>Bid stipulation shall prevail.</p>

6	Sec-III A: General Conditions of Contract	Clause No. 15, Page 20 of 54	Liquidated damages Reduce the contract price by ½% (half percent) per week or part thereof of delay in completion time of the individual unit subject to a maximum of 10% of the contract price of the individual unit	Performance Liquidated damages are not capped. Please appreciate, any uncapped liability is not acceptable. We request NEEPCO to add the following lines under this clause which is as under. Liquidated damages for non-performance(Performance Guarantee) shall in no event exceed Ten percent (10%) of the contract price of the individual unit.The maximum /aggregate amount of liquidated damages for the delay in completion time plus the non-performance is capped at 20% (Twenty percent only) of the contract price of the individual unit. Reference is drawn to many Central /state PSUs(like NHPC, SJVNL, CVPPL, UJVNL) tenders in this regard. In view thereof NEEPCO is requested to cap the performance LD.	Bidder to refer to Corrigendum No.13 dtd 27.06.2025.
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