

Clarification No.1 dated 16-08-2023 to Bidder's queries
NIB No.434 dated 01-08-2023

**Name of Work : Design, fabrication, supply, installation & commissioning of penstock & steel in-liner of Khandong Power Station (2 x 23 MW),
Umrongso, Assam(NIB No.434 dated 01-08-2023).**

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
1	NIB, Cl 13	(d) Last date & time for submission of online bids: Upto 14:00 Hours of 28-08-2023	<p>We request you to kindly modify the said sub-clause as</p> <p>(d) Last date & time for submission of online bids: Upto 14:00 Hours of 27-10-2023</p> <p>Please note that, considerable time is required to work out and submit competitive and comprehensive offer for such Hydro Mechanical Works of Penstock.</p> <p>Considering the magnitude of the work, we humbly request you to extend the bid submission due date from 28th August 2023 to 27th October 2023.</p>	Bid stipulation shall prevail
2	Part 3, ITB, Clause no 10.3	Time of Completion	<p>Please modify the said sub-clause as</p> <p>The scheduled time of completion of the work shall be 14(Fourteen) 19 (months) months from the date of issue of Letter of Intent.</p> <p>The bidder shall submit a construction programme considering his best possible effort, equipment mobilization, manpower mobilization, resource and mobilization so as to complete the work in all respect at the minimum possible time not exceeding the aforesaid stipulated time of completion.</p>	Bid stipulation shall prevail

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3	Part 3, ITB, Clause no 23.2.2		<p>We request you to modify the said clause as</p> <p>Bidders shall not take any deviation from the Bid stipulations in any form or quote any additional clause/conditions in their Bids. However, the bidders, if feel necessary, may bring out such deviations/additional clauses for consideration of the Corporation during pre-bid stage. Acceptability/Non-acceptability of the deviation from the Bid Conditions shall be judged by the Corporation. The deviations/additional clauses that are considered as acceptable shall only be included in the Bid Document by issuing addendum/corrigendum. The Corporation shall be the sole judge for assessment of acceptability/non-acceptability of deviations / additional clauses and the decision of the Corporation in this respect shall be final and binding. All bidders are cautioned that the bids containing any deviation or additional clause/conditions shall be rejected.</p>	Bid stipulation shall prevail
4	Part 4 CC, Clause 1, Definitions	(aa) "Letter of Intent (LOI)"	<p>We request you to modify the said sub-clause as</p> <p>(aa) "Letter of Intent (LOI)" shall mean the official notice issued by the purchaser notifying the Contractor that his proposal/ Bid is accepted for award subject to such reservations as may have been stated therein. The LOI shall deem to be the effective date of the Contract.</p>	Bid stipulation shall prevail.
5	Part 4 CC, Clause 1, Definitions	(jj) "Commencement Date"	<p>We request you to modify the said definition as:</p> <p>"Commencement Date" shall mean the date of commencement of work as stipulated in the instructions to</p>	Bid stipulation shall prevail.

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			Bidders , which shall be reckoned from later of contract signing, receipt of advance and LC opening.	
6	Part 4, CC, Clause 16	Environmental Protection Measures	As the Contractor's scope is limited to works specified under the Contract, we request that all its obligations towards environmental indemnity shall be restricted to only those hazardous materials bought by it on the project site. Kindly modify the said sub-clause suitably	Bid stipulation shall prevail.
7	Part 4 CC, Clause 17,	Force Majeure	We request to add the following as point (k): “(vi) epidemic, pandemic and other diseases including any quarantine restrictions”.	Bid stipulation shall prevail. Events or circumstances that satisfy conditions (a) to (d) of clause 17 of Part-4 of CC of bid document shall qualify Force Majeure.
8	Part 4 CC, Clause 19,	Insurance and Indemnity	We request you to add the following at the end of the said sub-clause as "The Contractor shall only be obliged to indemnify and hold the Employer harmless if he has been given at all times full right to defend or settle any claims covered by its indemnity obligation hereunder. Furthermore the Employer, the Employer's Personnel, or any of their respective agents shall take no prejudice action and shall fully support the Contractor."	Bid stipulation shall prevail

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9	Part 4 CC, Clause 21,	Foreclosure of Contract In Full or Part Due to Abandonment or Reduction in Scope of Work	<p>Please modify the said sub-clause as</p> <p>i) If, at any time after acceptance of the bid, the Corporation decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have right to no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the works.</p>	Bid stipulation shall prevail
10	Part 4 CC, Clause 25	Compensation for Delay	<p>Please modify the said sub-clause as</p> <p>ii) The amount of compensation will not may be adjusted/withhold/deducted or set off against any sum payable to the Contractor under this or any other contract with the Corporation.</p>	Bid stipulation shall prevail
11	Part 4 CC, Clause 27	Commencement of Work	<p>We request you to modify the said sub-clause as</p> <p>i) The Contractor shall commence the work(s) immediately but not later than 30 (thirty) days after the issue of Letter of Intent and shall proceed with the same without delay as may be expressly sanctioned or ordered by the Engineer-in-Charge. If the Contractor commits default in the commencement of work as aforesaid, the Engineer in Charge shall, without prejudice to any other right or</p>	Bid stipulation shall prevail

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			<p>remedy, be at liberty to cancel the Contract and forfeit the Bid Security.</p> <p>However the Time of Completion shall be determined from the date of Letter of Intent provided all of the following conditions have been fulfilled within a period of two (2) months from the date of said Letter of Intent</p> <p>(a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;</p> <p>(b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee;</p> <p>(c) Advance payment to be made by employer against advance payment security</p> <p>(d) Acceptable LC has been opened by Employer for Contract Value in favour of Contractor</p> <p>Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.</p> <p>If the conditions mentioned above are not fulfilled within 2 months from the date of Letter of Intent because of reasons attributable to the Employer, the Contract would become effective only from the date of fulfilment of all the above mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.</p>	

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12	Part 4 CC, Clause 30	Setting out of the Work	<p>Please add the following at the end of the said sub-clause</p> <p>The Employer shall be responsible for any error in the provided specifications, details in the tender documents and in case the Contractor suffers delay and/or incurs cost from executing works which was based necessitated by an error in these provided specifications, in such case the Contractor shall be entitled for</p> <ul style="list-style-type: none"> (i) Extension of Time (ii) Payment of any such cost plus reasonable profit, which shall be included in the Contract Price 	Bid stipulation shall prevail. Extension of time shall be regulated as per Clause 24 of CC, Part 4.
13	Part 4 CC, Clause 37	Inspection and Approval	<p>Please modify the said sub-clause as</p> <p>No work shall be covered or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall afford full opportunity for examination of foundations before permanent works is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorised representative whenever any such work of foundation is ready for examination, and the Engineer-in-Charge or his authorised representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, examine and measure such works or such foundations. However in the event of delay of more than 15 days from the Enigneer In-Charge after receiving Contractor's notice, it shall be deemed Inspected and Approved. In the event of failure of the Contractor to give</p>	<p>In this regard clause 16.4.4: Testing at Contractor's premises of Part 5 : Technical Specification of bid document is modified. Bidders are requested to refer Corrigendum No.1 dated 16-08-2023</p>

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			such notice, he shall, if required by the Engineer-in-Charge, uncover such works at his own expense.	
14	Part 4 CC, Clause 38	Completion Certificate	<p>Please modify the said sub-clause as</p> <p>(i) The work shall be completed to the entire satisfaction of the Engineer-in-Charge and in accordance with the time mentioned in the Contract. As soon as the work under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Engineer-in-Charge along with an undertaking to complete any outstanding work during the Defect Liability Period. The Engineer-in-Charge, within thirty (30) days of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a Certificate of Completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the works or the works are not considered to be completed, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the Engineer-in-Charge shall inspect the work and issue completion certificate in the same manner as aforesaid. However in the event of no reply from the Enigneer In-Charge after 30 days of receiving Contractor's notice, it shall be deemed Completed and</p>	Bid stipulation shall prevail.

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			Completion Certificate shall be issued without any further delay.	
15	Part 4 CC, Clause 46	Testing, Inspection And Quality Assurance Control Programme Identifying Defects	Please modify the said sub-clause as iv) Time for Correction of Defects: Every time notice of a defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge's notice or reasonable time as the case may be..	Bid stipulation shall prevail
16	Part 4, CC, Clause 52, 53	Payment on Account Payment of Final Bill	We request that all Payments except Advance payment through an irrevocable at sight Letter of Credit (LC), based on latest UCP version, in the form and manner acceptable to Contractor, having validity of contractual completion period+60 days. The same will be maintained, extended and amended as requested by the Contractor. Please delete clause (v) (e) and (x). We want to discuss procedures for payment under LC and finalize documents to be submitted for claiming the payment	Bidders are requested to refer Corrigendum No.1 dated 16-08-2023

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17	Part 4, CC, Clause 65,	Defect Liability Period	<p>We request you to modify the said sub-clause as</p> <p>(v) If during the defects Liability Period any portion of the Works is found defective or deficient in any manner and is repaired/rectified/replaced pursuant to the defects liability provisions of the Contract, the Defects Liability Period for such portion of the Works, shall, notwithstanding anything to the contrary contained herein, be operative for a further period of 12(twelve) months from the date of such repair/rectification/ replacement or any part thereof or upto eighteen (18) months from the date of Completion Certificate of the Facilities/Works (or any part thereof) whichever is earlier.</p>	Bid stipulation shall prevail
18	Part 4,CC, Clause 71	Advances and Recoveries thereof	<p>Please provide interest bearing free advance against equivalent ABG in clause (i) and (ii). The advance will be recovered on prorata basis on dispatch of material upon submission of respective invoices to the ABG issuing bank.</p>	Bid stipulation shall prevail.
19	Part 7, Tender Forms and Data Sheet	Form A- Bid Form	<p>We request you to modify the said sub-clause as</p> <p>6. I/We certify that the Bid submitted by me/us is strictly in accordance with the terms and conditions etc., as contained in your bid documents, referred above, and it is further certified that it does not contain any deviations to the aforesaid documents. Any deviation stated elsewhere in the Bid submitted by me/us shall therefore be treated as withdrawn.</p>	Bid stipulation shall prevail

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20	Part 7, Tender Forms and Data Sheets	Form -C: Bid Security /EMD Form	<p>Please insert the following standard Notwithstanding clauses in Bid Security Form:</p> <p>Notwithstanding anything stated hereinbefore:</p> <ol style="list-style-type: none"> 1) The liability of the Guarantor under this Guarantee is restricted to(in words.....Only). 2) This Guarantee shall be valid up to (Expiry Date) 3) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon us a written claim or demand on or before (Expiry date including claim period , if any) 4) Thereafter the Guarantor shall stand discharged from all its liability under this Guarantee and the rights of Employer under this Guarantee shall stand extinguished, irrespective of the fact whether the Guarantee in original is returned back to us or not. <p>Please delete the following clause:</p> <p>And that if any further extension of this guarantee is required the same shall be extended to such required period on receiving instruction from the Corporation.</p> <p>Please delete the following clause:</p> <p>In witness where-of I _____ The Agent /Manager of the Bank who is duly authorized in this behalf as per rules of the Bank hereby set my hand and</p>	Bid stipulation shall prevail

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			seal to this on this the _____ the day of _____/ .	
21		Bank Guarantee formats	<p>Please insert the following standard Notwithstanding clauses in each Bank Guarantees (BGs):</p> <p>Notwithstanding anything stated hereinbefore:</p> <ol style="list-style-type: none"> 1) The liability of the Guarantor under this Guarantee is restricted to(in words.....Only). 2) This Guarantee shall be valid up to (Expiry Date) 3) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon us a written claim or demand on or before (Expiry date including claim period , if any) 4) Thereafter the Guarantor shall stand discharged from all its liability under this Guarantee and the rights of Employer under this Guarantee shall stand extinguished, irrespective of the fact whether the Guarantee in original is returned back to us or not. <p>We also want to discuss and finalise the formats of Advance BG and Performance Security to bring them in line with prevailing banking practices.</p>	Bid stipulation shall prevail
22	Part 8, Bill of Quantities and Other forms	2.0 Schedule of Payment (SOP)	<p>We request you to modify the Schedule of Payment (SOP) as</p> <p>1. Milestone- A : Supply of Material for Penstock & Steel In-Liner</p>	Bid stipulation shall prevail

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			<p>Payment at 50% (Fifty percent) 70% (Seventy percent) of BOQ rate shall be released to the Contractor against procurement of materials required for completion of the works progressively, which shall be operated as under:</p> <p>(a) For imported materials: On arrival of materials for penstock & steel in-liner at Indian port of import and on submission of Invoice along with Manufacturer's Invoice, Mill Test certificate and Custom clearance certificate.</p> <p>(b) For materials manufactured in India: On proof of dispatch of materials for penstock & steel in-liner from Manufacturer's Factory premises and on submission of Invoice along with Manufacturer's Invoice, Mill Test certificate and documents towards proof of dispatch.</p> <p>However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.</p> <p>2. Milestone- B : Fabrication of Penstock & Steel In-Liner. Payment at 20 % (Twenty percent) of BoQ rate shall be paid to the Contractor after fabrication of the structure as per approved fabrication drawings progressively on the basis of acceptance certificate issued by the Owner in two phases.</p> <p>a) 75 % of the above eligible payment shall be released on completion of fabrication works</p> <p>b) 25 % of the above eligible payment shall be released on fulfilment of testing requirement.</p> <p>However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.</p> <p>3. Milestone- C : Erection of Penstock & Steel In-Liner.</p>	

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			<p>Payment at 20 % (Twenty percent) 5% (Five percnet) of the BoQ rate shall be paid to the Contractor after erection of the structure as per progress achieved in the erection works and acceptance of the same by the Owner. However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.</p> <p>4. Milestone- D : Commissioning and trial run of the Penstock & Steel In-Liner. Payment at 10 % (Ten percent) 5% (Five Percent) of BoQ rate shall be paid to the Contractor after successful commissioning and trial run of the entire Penstock system on the basis of acceptance certificate issued by the Owner. However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.</p>	
23	New Clause	Sequence of Activities and Deeming Provision	<p>Sequence of Activities (Completion Certificate, Commissioning, Operational Acceptance, Acceptance) and Deeming Provision</p> <p>We request you to add the new clause defining sequence of activities e.g Completion Certificate, Commissioning, Operational Acceptance, Acceptance etc. and issuance of respective Certificates for each activity in case the same could not be achieved for reasons not attributable to Contractor, Deeming provision should be provided in line with FIDIC / World Bank standard document followed in India as well as across the Globe in order to have a well balanced document and to avoid ambiguities.</p>	<p>Bidders are requested to refer amendment to Clause 19: (Commissioning and Trial Run), Part-5 Technical Specification of bid document made vide Corrigendum No.1 dated 16-08-2023</p>

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24	New Clause		<p>The tender document doesn't contain the following</p> <ul style="list-style-type: none"> (i) Employer's Responsibilities (ii) Unforeseen Conditions (iii) War Risks (iv) Transfer of Ownership (v) Intellectual Property Rights <p>We request you to add separate clause for each one of them in line FIDIC / World Bank standard document followed in India as well as across the Globe in order to have a well-balanced document and to avoid ambiguities.</p>	Conditions included in different parts of the bid document shall prevail.