

PRE-BID QUERIES RAISED BY PROSPECTIVE BIDDER

Sl. No.	Section / Clause / Clause Heading	Original Language	Pre-bid Queries raised / Modifications required by prospective bidder.	Replies / Comments of NEEPCO
1.	SECTION – II: Instructions to bidders / Cl. No. 8.2	The Purchaser's requirement of completion schedule for the scope of supply at the destination is 8 (Eight) months from the date of issue of Letter of Intent.	Request you to kindly amend the clause as below; “The Purchaser's requirement of completion schedule for the scope of supply at the destination is 12 (Twelve) months from the date of issue of Letter of Intent.	Bid stipulation shall prevail.
2.	SECTION – IV TECHNICAL SPECIFICATIONS / Cl. No. 1.5.1 (ix)	Solenoid Operating Power Supply : 230 V AC UPS	We recommend and generally use DC Source (25V/110V/220V DC) for operation of solenoid valves which is safe with respect to plant safety. Kindly accept the same.	To be finalized during detail engineering.
3.	SECTION – IV TECHNICAL SPECIFICATIONS / Cl. No. 1.9.2.2	The normal operating pressure of the Oil Pressure System shall be 80-100 kg/sqcm and medium shall be nitrogen/oil.	The difference in normal operating pressure of Oil Pressure System (80-100 kg/sqcm.) mentioned in tender is very less for high pressure system which may cause problem of oil heating, higher start stop of pumps etc. we generally use 110 to 160 kg/sq.cm. (normal operating pressure) as We standard. Kindly accept.	Agreed, subject to fulfilment of clause no. 1.1.5 of Section –IV of Bid Documents which states .. “The Butterfly Valves along with accessories shall be accommodated in the in the space available and existing foundation. The butterfly valves and all associated equipments shall be designed accordingly.....”
4.	SECTION – IV TECHNICAL SPECIFICATIONS / Cl. No. 1.9.5.5.	Before commissioning, the piping shall be subjected to hydraulic test pressure equal to 1.5 times the working pressure which shall be maintained for a period of 24 hours. Any leakage/defects, if observed, shall be rectified by the supplier, piping rechecked hydraulically and test results be recorded	As per ASME 31.1 (Piping Standard) pressure testing for piping system for 10 minutes is sufficient, kindly accept.	NIT stipulations shall prevail.

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5.	SECTION – IV TECHNICAL SPECIFICATIONS / Cl. No. -1.15.1	A detailed schedule of tests to be carried out by at site shall be furnished by the contractor. All welding done at site shall be subject to 100% radiographic examination.	Because radiographic examination is not in practice nowadays we propose instead of radiographic examination ultrasonic test on the welding joints (welding done at site on the connecting pipe joints to Butterfly Valves).	NIT stipulations shall prevail.
6.	SECTION – IV TECHNICAL SPECIFICATIONS / Cl. No. 1.1.5	The Butterfly Valves along with accessories shall be accommodated in the in the space available and existing foundation.	New Foundation need to be constructed as per the new design valves with burst flow conditions.	To be finalized during detail engineering.
7.	SECTION – IV TECHNICAL SPECIFICATIONS / Cl. No. 1.3.4 (ii)	Emergency Condition: It includes total rupture of the Penstock resulting in 100% pressure difference on the two sides of the valve as well as Slam Shut, malfunctioning of control equipment in the most adverse manner resulting in odd situation of extreme loading.	In general, valve designed with 40-50% pressure difference condition of upstream and downstream of valve. With 100% pressure difference, it is difficult to open and close the valve, so we proposes 50% pressure difference in place of 100% which will be worst load condition.	NIT stipulations shall prevail.

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8.	SECTION – IV TECHNICAL SPECIFICATIONS / Cl. No. 1.5 (v) (a)	Test Pressure for Leakage Test: 1.5 times the design pressure	We proposed valves shall be leakage tested at 1.1 times the design pressure which is already mentioned in the tender clause no. 1.14.2 (b).	<p>Cl. No. 1.14.2 may be read as; <u>Quote:</u> “1.14.2 Each valve shall be tested with water as the test medium and shall be subjected to following tests; a) Body Test: With both ends closed either by full end covers or by hollow cylindrical covers, a hydrostatic pressure of one and a half times the design pressure shall be applied for a period of at least 30 minutes. There should be no leakage through the body or any trunnion seals. The test should reveal that no structural damage is caused. b) Disc: The disc shall be hydraulically tested for a duration of 30 minutes for a test pressure of one and a half times the design pressure. The test should reveal that no structural damage is caused. c) Seal: A pressure of one and a half times the design pressure shall be applied with one end open to the atmosphere and the disc in closed position for a period of 30 minutes. The leakage from downstream main seal and upstream isolating seal should not exceed 2 litres per minute per metre periphery and 6 litres per minute per metre periphery respectively.” <u>Unquote</u> Clause no. 1.5 (v) shall remain unchanged.</p>
	SECTION – IV TECHNICAL SPECIFICATIONS /Cl. No. 1.14.2 (b)	Hydraulic pressure of 1.5 times Design Pressure (Maximum static pressure) shall be applied with outlet end open to the atmosphere and the disc in closed position for 15 minutes .After that the pressure shall be lowered to 1.1 times the maximum static pressure and leakage shall be measured .The leakage shall not be more than 2 lpm. The disc should also withstand this pressure test safely		


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9.	SECTION – IV TECHNICAL SPECIFICATIONS / Cl. No. 1.9.2.2	The normal operating pressure of the Oil Pressure System shall be 80-100 kg/sqcm and medium shall be nitrogen/oil.	We proposes higher pressure rating 110-160 bar Oil Pressure in place of 80 – 100 bar	Please refer sl. No. 3 above.
10.	SECTION – IV TECHNICAL SPECIFICATIONS / 1.21.2.1 (i)	Detailed drawings of the entire equipment including design calculations, model test study report and literature. These shall include separate drawings of all important components parts of the Butterfly valve shall be sufficient to furnish a complete understanding of design and working of the butterfly valve and shall contain all necessary information required for its erection and maintenance.	Model Testing of Valve is not possible without complete neatline of turbine and hydraulic / design parameters. Also we propose that the model testing is not required because We have past experience and references of similar diameter of valves which will be used in this project. So We will provide all necessary designs and calculations to ensure all safety and operating mechanism of valve as per specifications and technical parameters.	Agreed.
11.	General		The AC and DC Power supply required for the Oil Pressure System Operation shall be provided by customer at penstock Protection Valve House	Please refer to clause no. 1.5.1 (ix) of Section – IV of the Bid Documents, wherein the solenoid operating power supply is proposed as 230 V AC UPS. However, if a separate DC supply is required over and above the AC UPS, the same maybe finalized during detail engineering.

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Butterfly Valve for Kopili Hydro Electric Project (4 x 50MW)**Reply to Commercial Pre- Bid Query of M/s VOITH against LNIB No.349 dtd: 24/02/2020**

Sl.No	Section / Clause / Clause Heading	Tender Description	Pre-bid Queries	NEEPCO's Comments/Reply
1	Section I, Clause No. 3.1.1 - NIB	The bidder must have successfully executed at least 1 (one) single contract in India for Design, Engineering, Manufacture, Supply, Testing and Commissioning of a Hydro Power Plant comprising a Hydro Turbine of at least 50MW power output, matching Generators & all other required components of such Power House and a butterfly Valve used as Penstock Protection or Main Inlet Valve, which must have been in successful operation for a period of 3 (three) consecutive years within a period of 7 (seven) years ending last day of the month previous to the one in which this NIB is floated.	<p>We request to kindly amend the clause as follows:</p> <p>The bidder must have successfully executed at least 1 (one) single contract in India for Design, Engineering, Manufacture, Supply, Testing and Commissioning of a Hydro Power Plant comprising a Hydro Turbine of at least 50MW power output, matching Generators & all other required components of such Power House and a Butterfly Valve used as Penstock Protection or Main Inlet Valve, which must have been in successful operation for a period of 2 (two) consecutive years within a period of 7 (seven) years ending last day of the month previous to the one in which this NIB is floated.</p>	Bid Stipulation shall prevail.
2	Section II, Clause No.26 – ITB	Reverse Auction	We request to amend the entire clause as prevalent in NHPC tenders wherein Reverse auction is done only when lowest bid price is higher by 7.5% than the estimate. Sample clause is enclosed for reference.	Bid stipulation shall prevail
3	Section III A, Clause No.14 – General Terms & Conditions of Contract	Liquidated Damage	The maximum penalty on account of delays shall not exceed 10% of total Contract Value. Please confirm.	Confirmed. Refer clause 14 (i), Sec-III A , GTC of the bid document



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4	Section II, , Clause No.31.1- ITB	After issue of the Letter of Intent and on receipt of its unconditional acceptance and acceptance of CPG, the Purchaser shall issue Detailed Order to the Contractor.	The Commencement Date shall start from Contract Signature.	The completion schedule shall commence from the date of issue of Letter of Intent (LOI). Refer clause 8.2, ITB, Sec-II of the bid document.
5	Section III A, Clause No.28 – General Terms & Conditions of Contract	Suspension of work.	<u>We request to add the following at the end of clause:</u> Upon prolonged suspension for more than 30 days or in case of inordinate delays in payments the Contractor shall have the right to terminate the Contract by giving a notice of 28 days and recover from the Purchaser all dues, prices, cost and expenses and claim towards commitments already made by the Contractor for equipment yet to be supplied.	Bid stipulation shall prevail.
6	Section III A, Clause No.30.1 – General Terms & Conditions of Contract.	For a period of 12 (twelve) calendar months from the date of putting the equipment in service after erection, testing & commissioning or 18 (eighteen) calendar months from the date of last shipment whichever is earlier (called the Warranty Period), the Contractor shall remain liable to replace any defect and / or rectify any damage/deficiency that may develop or remained undetected in the equipment /works of his own or those of his sub-Contractors. Such defects and / or damage shall be repaired or replaced as per the decision of the Engineer-	<u>We request to replace the sentence with below:</u> For a period of 12 (twelve) calendar months from the date of putting the equipment in service after erection, testing & commissioning or 18 (eighteen) calendar months from the date of readiness of dispatch after inspection (in case Purchaser desires that the plant / equipment or any portion thereof should not be dispatched by the Contractor) whichever is earlier (called the Warranty Period), the Contractor shall remain liable to replace any defect and/ or rectify any damage / deficiency that may develop or remained undetected in the equipment / works of	Bid Stipulation shall prevail.



Butterfly Valve for Kopili Hydro Electric Project (4 x 50MW)

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		in-charge and solely at the cost of the Contractor.	his own or those of his sub-Contractors. Such defects and / or damage shall be repaired or replaced as per the requirement and solely at the cost of the Contractor. Also please note that in case of storage & preservation, warranty for seals & other items shall not be applicable. The complete valve shall be inspected again during erection & commissioning & if any part is required to be replaced due to long storage & preservation, same shall be supplied at additional cost & time before commissioning of the valves.	
7	Section III A, Clause No.30.7 – General Terms & Conditions of Contract.	The provision of latent defects shall be applicable upto the end of 6 (six) years from the date of successful commissioning of the unit.	We request to replace the sentence with below: 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 or date of readiness of dispatch of components in case Purchaser desires that the plant / equipment or any portion thereof should not be dispatched by the Contractor.	Bid stipulation shall prevail.
8	Section III A, Clause No.41.4 – General Terms & Conditions of Contract.	Any equipment that fails more than 2 (two) times during Warranty Period, shall not be repaired but replaced. However, defective electric motor parts shall be replaced and not repaired.	The warranty clause already covers the repair or replacement of defective components as the case may be. Replacement of complete equipment is not acceptable. We request to remove this clause.	Bid stipulation shall prevail.
9	Section III A, Clause No. 47 – General Terms & Conditions of Contract.	If the Purchaser desires that the plant / equipment or any portion thereof should not be dispatched by the Contractor, when it is due for dispatch, the Contractor shall store the plant / equipment or a	We request to delete the said clause 47, as it is not feasible to store such a big valves for long period which is due for dispatch. In any unavoidable circumstances, we can only store the	Bid stipulation shall prevail.



Butterfly Valve for Kopili Hydro Electric Project (4 x 50MW)**Reply to Commercial Pre- Bid Query of M/s VOITH against LNIB No.349 dtd: 24/02/2020**

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		<p>portion thereof in his works as mere custodian in trust on behalf of the Purchaser at no extra cost and shall be responsible for all risks not limited to losses and damages. However, in such cases, payment, which is due against dispatch, shall be released by the Purchaser.</p> <p>In case the equipment are not required by the Purchaser for a period of more than 6 (six) months, the Purchaser shall intimate the Contractor for dispatch of the same. In the event storage of the same is necessary at some intermediate place designated by the Purchaser, it will be intimated at the time of dispatch clearance. In such a situation, the payment which is due against receipt shall be released by the Purchaser. Further, the additional expenses to be incurred due to intermediate storage shall be reimbursed to Contractor subject to acceptance of reasonability of rates against these expenses by Engineer-in-charge.</p>	<p>valves at our works (storage & preservation of valves at any intermediate location is not possible), then the charges towards the same shall be paid extra as will be quoted separately.</p> <p>Kindly note only Services of Installation & commissioning of Butterfly Valves is in our scope. Therefore, request to remove the sentence "Storage including, Intermediate Storage & Storage Insurance, preservation and conservations of equipment at site or any other intermediate location during transit" from Price Schedule.</p> <p>Further, as bidder cannot envisage the period of storage & preservation, therefore lump-sum amount is not possible to quote. Kindly allow us to quote such charges on monthly basis as optional. Accordingly kindly amend the Price Schedule Format.</p>	Regarding the scope for services of Supervision of Installation & Commissioning of Butterfly Valves, Prospective bidder to refer to corrigendum No.2 dtd:13/03/2020
	Price Schedule, Sl. No.6	Transportation to site including Transit Insurance, loading & unloading, storage including intermediate Storage & Storage Insurance, preservation and conservations of equipment at site of any other intermediate location during transit – 1 Lot.	Also we request that Storage & preservation charges should be excluded from the total evaluation prices of the Bid.	Bid stipulation shall prevail.
10	Section III A, Clause No. 21 (iii), b (i) – General Terms & Conditions of Contract.	The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO or by his duly authorized representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor.	Please delete the said sub clause. The selection of arbitrator shall be in line with the "Indian Arbitration and Conciliation Act, 1996" , Please Confirm.	Bid stipulation shall prevail.

