

OPERATION & MAINTENANCE OF Tuirial H. E Plant (60 MW), Mizoram, India:: NIB No. 354 dated 28.04.2020
PRE-BID CLARIFICATIONS 1

<u>Sl. No.</u>	<u>Clause No.</u>	<u>Requirement as per Bid Specifications</u>	<u>Bidder's query</u>	<u>Reasons / Justifications for deviation</u>	<u>Reply by NEEPCO</u>
1.	Section – III A GTC, Cl.11.1	Insurance and Indemnity: Cl. 11.1 NEEPCO will arrange Insurance for all the properties of NEEPCO against this work. However, it will be the responsibility of the contractor to arrange insurance for all his manpower, machineries, T&P, vehicle etc. deployed by him at his own cost and settle all such Insurance matters by themselves. In the event of any loss or damage, it shall be the responsibility of contractor to lodge the claim with insurer and Contractor shall put his best effort with the insurer for early settlement of the claim. The said insurance shall be valid from the Date of commencement upto the Date of Completion period of the contract.	Kindly consider to amend the clause as following:- A. The Contractor shall take and maintain at its own cost during the Service Period following insurance: i. Employees/ Workmen's compensation policy in accordance with the statutory provisions of Workmen's Compensation Act 1923 and amendments thereof for all the workers/ employees of Contractor and its Sub-contractors employed at the Site. B. The Purchaser shall take and maintain at its own cost during the Service Period following insurances: i. Standard Fire and Special Perils Policy, STFI with add-on-coverage for Earthquake, terrorism for the assets of Project. ii. Burglary & theft Insurance Policy for Sub-Station, Transmission lines and Stores . iii. Public Liability Insurance Policy All insurance policies taken by the Purchaser shall include waiver of subrogation against the Contractor and its sub-contractor of any tier. The Purchaser and the Contractor shall deliver copies of the insurance policies to each other within 21 (twenty-one) days from the date of signing of this Agreement.	Request to amend the specification as per the existing O&M contract with NEEPCO	The clause already takes care of the points raised by the Bidder. Further, the plant is covered under Industrial All Risk Policy and Public Liability Insurance Policy. Accordingly, Bid condition shall prevail.
2.	Section – III A GTC, Cl.11.2	Insurance and Indemnity: In case of damage of any property of NEEPCO, immediate intimation shall be given by the contractor to Engineer-in-Charge for Insurance purposes. If no such intimation	Please delete " against any or all insurable risk"		Any or all insurable risks in 2 nd para of Cl. 11.2 shall mean the insurances to be taken by contractor indicated at Cl. 11.1. Accordingly,

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		<p>is received in due time and claim becomes time barred, Corporation will recover such damages from the bills of the contractor.</p> <p>In case the Contractor fails to arrange the Insurance as mentioned above against any or all insurable risks, the Contractor shall be liable for loss or damage arising from such events or causes.</p>			Bid condition shall prevail.
3.	Section – III A GTC, Cl.13	<p>CONTRACTOR'S DEFAULT:</p> <p>13.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-charge in connection with the works, or shall contravene the provisions of the Contract, the Purchaser may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within 30(thirty) days from the date of service thereof, then and in such a case, the Purchaser shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or, if the Purchaser shall think fit it shall be lawful for him, without prejudice to any other right he may have under the Contract, to take the works wholly or in part out of the Contractor's hand and enter into a separate Contract with any other person or persons to complete the works or any part thereof. In such event, the Purchaser shall have free use of all the Contractor's equipment that may have been at that time at the site in connection with the works, without being responsible to the Contractor for wear and tear thereof and to the exclusion of any right of the</p>	<p>Please delete the last line clause 13.1 "Liquidated Damages for delay that the Contractor shall have to pay if the completion of works is delayed".</p> <p>Also delete "liability to pay Liquidated damages for delay" in clause 13.2</p>	<p>The clause seems related to supply of equipments contract, hence not applicable under O&M service contract.</p>	<p>The last para of Cl. 13.1 shall be amended as under: Such payment of excess amount shall be independent of Penalty as detailed at Clause No. 12, Section III, Part A and Clause No. 5, Section IV.</p> <p>The cl. 13.2 stands amended as: In addition, such action by the Purchaser as aforesaid shall not relieve the Contractor of his liability to pay Penalty as detailed at Clause No. 12, Section III, Part A and Clause No. 5, Section IV.</p>

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		<p>Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may otherwise be due under the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of cost of executing the said part of the works or of completing the works, as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess amount. Such payment of excess amount shall be independent of the Liquidated Damages for delay that the Contractor shall have to pay if the completion of works is delayed.</p> <p>13.2 In addition, such action by the Purchaser as aforesaid shall not relieve the Contractor of his liability to pay Liquidated Damages for delay in completion of works as defined in the Contract.</p> <p>13.3 The termination of the Contract under this Clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Performance Guarantee shall be valid for the full value and for the full period as originally stipulated in the Contract, including guarantee period.</p>			
4.	Section – III A GTC, Cl. 15	<p>FORCE MAJEURE:</p> <p>i) The “Force Majeure” risks are those which are beyond the control of either the Corporation or the Contractor and are defined as below:</p>	<p>It is requested to include the events that may prevent performance of either party due to an outbreak of a disease and/or a pandemic.</p> <p>Kindly clarify the term “re-construct the works” in clause 15(ii).</p>	<p>As a result of the recent outbreak of COVID-19, it is important that such outbreaks are duly defined and included in the</p>	<p>The bidder is requested to refer sub clause (j) under Cl. 15 for the matter.</p> <p>The words “re-construct the works”</p>

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		<p>a) War (whether declared or not), hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;</p> <p>b) Contamination by radio activity from any nuclear fuel, or from any nuclear waste or radioactive materials;</p> <p>c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;</p> <p>d) Acts of God (like floods, Inundation, tornadoes, Storm/ Tempest/ Hurricane/ Typhoon/ Cyclone/ Lightning or other atmospheric disturbances, Earthquake, Landslide/ Rockslide/ Subsidence or any loss or damage caused by forces of nature);</p> <p>e) Damages due to any Political or Religious incidence;</p> <p>f) Act of Terrorism;</p> <p>g) Riots or commotion or disorder, unless solely restricted to employees of the Contractor or his sub-contractors and arising from the conduct of the Works;</p> <p>h) Martial law, damage from aircraft, nuclear fission, nuclear reaction, nuclear radiation, or radioactive contamination;</p> <p>i) Fire (not caused by negligence of the Contractor/its Sub-contractors/ their personnel); and</p> <p>j) Other such causes, over which the Contractor has no control and are accepted as such, by the Engineer-in-Charge, whose decision shall be final and binding.</p> <p>In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such "Force Majeure"</p>		<p>definitions of Force Majeure events going forward.</p>	<p>shall mean works relating to the equipment for O&M of which the contractor is responsible.</p>

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		<p>shall be treated as suspended for the period during which such "Force Majeure" cause lasts, provided the party alleging that it has 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 occurrence.</p> <p>(ii) Loss to any party due to occurrence of Force Majeure risk shall be borne by the respective Party. However, in the event of any damage caused to the Works by Force Majeure Risks, the Contractor upon receiving instructions from the Engineer-in-Charge, shall remove the debris and re-construct the Works, cost of which shall be paid by the Owner at the contract rates.</p> <p>If however, the Force Majeure events causing such damage are insurable (as per Clause 11 hereof), removal of debris and re-construction/ repair shall also be done by the contractor upon receiving instructions from the Engineer-in-Charge at owner's cost and the claim proceeds received from the Insurer against such damage shall be passed on to the Owner.</p> <p>(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.</p>			

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5.	Section – III A GTC, Cl. 16	<p>TERMINATION OF THE CONTRACT ON THE PURCHASER'S INITIATIVE:</p> <p>16.1 The Purchaser reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under the Clause entitled "Contractor's Default". The Purchaser, shall, in such an event, give 15(fifteen) days' notice in writing to the Contractor of his decision to do so.</p> <p>16.2 The Contractor, upon receipt of such notice, shall discontinue the work on the date and, to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and upon terms favourable to the Purchaser, stop all further sub-Contracting or purchasing activity related to the work terminated, and assist the Purchaser in maintenance, protection and disposition of the works acquired under the Contract by the Purchaser.</p> <p>16.3 In the event of such termination, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination, as decided by the Purchaser.</p> <p>16.4 In the event of termination of the Contract on Purchaser's initiative, 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 Works completed by the Contractor.</p>	<p>Please add the below clause.</p> <p>The Contractor may terminate this agreement by written 28 days notice to the Purchaser:</p> <ul style="list-style-type: none"> i. if the Purchaser becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable law) has a similar effect to any of these acts or events; ii. if the Purchaser commits a material breach of this Agreement and fails to take effective steps to remedy such breach within 30 (thirty) Days of being required to do so by written notice from the Contractor. <p>Material breach by the Purchaser shall include without limitation:</p> <ul style="list-style-type: none"> i. Failure of the Purchaser to pay any amount due to the Contractor for more than 30 (thirty) Days past its due date (as set out in section – IIIA Clause 32) and such amount is not subject to a dispute which was notified to the Contractor prior to its due date; <p>Failure of the Purchaser to maintain insurances and provide copies of policy to Contractor as per proposed deviation in cl no. 1 of this document.</p>	<p>The Contractor should also have right, on reasonable grounds, the right to terminate the contract and to exit the contract.</p>	<p>Additional clause is not acceptable</p>
6.	Section - III A, General Terms &	<p>Any dispute in respect of which:</p> <p>a. The decision, if any, of the Engineer-in-Charge has not become final and binding pursuant to Sub-clause 20(i) and</p>	<p>Please delete this line and add "The Arbitration Tribunal shall consist of a Sole Arbitrator to be jointly appointed by Contractor & NEEPCO"</p>	<p>It is important that the arbitration process is conducted in a fair</p>	<p>Bid condition shall prevail.</p>

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	Conditions, Cl 20 (iii), b(i).	<p>b. Amicable settlement has not been reached within the period stated in Sub-clause 20(ii) shall be finally settled, unless otherwise specified in the contract as below:</p> <p>(i) A dispute with an Indian Contractor shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) and its subsequent amendments from time to time and any rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. <u>The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman and Managing Director of NEEPCO</u> or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor. For the purposes of the Sub-clause, the term "Indian Contractor" means a Contractor who is registered in India and is a juristic person created under Indian law as well as Joint Venture between such a Contractor and a Foreign Contractor.</p>		and neutral manner. In the event the parties are unable to reach a consensus on the appointment of a the sole arbitrator mutually, due process as stipulated under the Arbitration and Conciliation Act, 1996 (amendments thereof) may be followed.	
7.	Section – III A GTC, Cl. 27	Suspension and Termination by the Contractor.	<p>New Proposal to be considered to be inserted Section – III A GTC, Cl. 27</p> <p>Request to kindly insert the provision below:</p> <p>1) Upon prolonged suspension of more than 30days or in case of inordinate delay in payments, the Contractor shall have the right to terminate the Contract by giving a notice of 28 days and recover from the Corporation all dues, prices, costs, expenses and claims towards services rendered by the Contractor under the contract.</p> <p>If the Contractor suffers delay and/or costs as a result of suspending works (or reducing the rate of work) in accordance</p>	A mutual right to suspension should also be available to the Contractor and also the Contractor shall have the liberty to exit the contract for prolonged suspension for	Additional clause not acceptable.

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			with this provision, the Contractor shall give notice to the Corporation and shall be entitled to an extension of time for any such delayed period and also for any payment of costs plus reasonable profit for such delayed period.	reasons beyond its control.	
8.	Section – III A GTC, Cl. 30	<p>Limitation of Liabilities:</p> <p>30.1 The final payment to the Contractor shall be released after fulfilment of all contractual liabilities and responsibilities of the Contractor.</p> <p>30.2 Except in cases of criminal negligence or wilful misconduct,</p> <p>(a) The Contractor and Employer shall not be liable to the other party, 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</p> <p>(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 any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p>	<p>The current provision of Limitation of liability provision does not complete define the extent to which liabilities of either party can extend. Therefore it is proposed that this provision be considered to be replaced with the following:</p> <p>“Clause 30: Limitation of Liability:</p> <p>1.1. Neither Party shall be liable to the other, for any loss of profit or revenue, loss of use, loss of production of power, loss of business, loss of anticipated saving, cost of substitute equipment, facilities, services or replacement power, loss or reduction or incentive and/or subsidy, loss of contracts, in each case whether foreseeable or not or any special, exemplary or punitive damages, indirect or consequential losses suffered by the other Party howsoever and when so ever arising. The exclusion of liability set forth in this sub-clause includes claims of the Purchaser's customers and the Contractor's subcontractor's for any of the listed types of damages and losses.</p> <p>1.2. Notwithstanding to anywhere else mentioned in the Contract, The Parties agree that the risk of loss or damage to the Purchaser's tangible property, remains with the Purchaser. Any damage to Purchaser's tangible property or to third party whether caused by the Purchaser, the Contractor, its Sub Contractors or any third party, shall be handled entirely by the insurances the Purchaser has to take out according to this Contract. Therefore, the Contractor to the extent allowed by law shall not be liable to loss of or damage to the tangible property</p>	Request to amend the specification as per the existing O&M contract with NEEPCO	Bid stipulation shall prevail.

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			<p>of the Purchaser (including the Plant) and claim of any third party. It is however clarified that damages due to gross negligence are not covered.</p> <p>1.3. Notwithstanding anything contained in this Contract, the Contractor's maximum per annum aggregate liability to the Purchaser under or in connection with this Contract, including also the maxima of Termination, shall not exceed twenty five percent (25%) of Operation and Maintenance Fees payable during that year in the Service Period in which the Contractor's acts or omissions giving rise to the Contractor's liability occurred.</p> <p>1.4. The limitations of liability set forth in this clause shall apply regardless of whether a claim is based in contract, indemnity, warranty, tort (including the tort of negligence) or restitution, or for breach of statutory duty or misrepresentation, or arising out of termination or otherwise.</p> <p>1.5. All the Parties' liability under this Contract shall expire upon expiration of the Contract. Neither Party may commence any legal action against the other under this Contract or otherwise related to the Services after 1 (one) year from expiration of the Contract.</p> <p>ii. The Contractor shall not assume any responsibility for damages to the Plant or any other damages or loss of the Purchaser if a Change suggested by the Contractor cannot be agreed upon within thirty (30) Days calculated from the Contractor's provision of the necessary information,"</p>		
9.	Section - III B, COC - O&M, Cl 12	<p>Indemnification from loss and damage</p> <p>The Contractor indemnifies and shall keep indemnified the Corporation against all losses, damages, claims for</p>	<p>We propose for the indemnifications to be extended under this project to be made neutral and balanced between the Parties. Request to kindly replace this provision with the following:</p>	<p>It is important to note the dams are commissioned and operational. A</p>	Bid stipulation shall remain unchanged.

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		death, injuries or damage to any person or any property whosoever, which may arise out of or in consequence of works during the Contract period and also against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect of or in relation thereto and such liabilities shall include claim/compensation of the third party also.	<p>1. “INDEMNITY</p> <p>1.1 Each Party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify and hold the other Party (the “Indemnified Party”) harmless from and against any third party claims for bodily injury or damage to tangible property suffered by a third party but only to the extent such injury or damage has been caused by the gross negligence or wilful misconduct of the Indemnifying Party</p> <p>1.2 Each Party’s liability to indemnify the other Party under this Agreement is subject to:</p> <p>(a) the Indemnified Party giving the Indemnifying Party prompt written notice after the Indemnified Party becomes aware of the circumstances giving rise to the claim for indemnity;</p> <p>(b) the Indemnifying Party being entitled to have the control of the defence and settlement of any claim or proceedings (in criminal proceedings to the extent legally possible) against the Indemnified Party which are the subject of and to the extent of the indemnity, or the Indemnifying Party directing the Indemnified Party to defend such claim, at the cost of the Indemnifying Party; and</p> <p>(c) the Indemnified Party cooperating in, and not making any admission in, such claim or proceedings (in criminal proceedings to the extent legally possible) against the Indemnified Party without the Indemnifying Party’s prior written approval (such approval not to be unreasonably</p>	<p>new contractor is being engaged for the purposes of operating and maintaining the same on behalf of the owner. The deliverables, machinery and workmanship of the project are better known to the owner than to the contractor at the time of entering into this contract.</p> <p>Therefore, it is important that mutual indemnification obligations are considered to safeguard the interests of both parties entering into this contract.</p> <p>The core principal of the existing provision of indemnification</p>	

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			<p>withheld) (unless it is not reasonably possible to obtain such approval prior to making such admission required by law).</p> <p>1.3 Any indemnifiable claim under this Agreement must, in order to be valid and effective hereunder, be asserted by the Indemnified Party by delivery of a written notice thereof to the Indemnifying Party within 60 (sixty) Days of discovery of the same by the Indemnified Party.</p> <p>Except as may be otherwise expressly provided in the Contract, the Contractor shall indemnify the Employer including every member, officer and employee of Employer and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever which may be made against all or any of them for or in respect of or arising out of any failure by Contractor including his Sub-contractors in performance of his obligations pursuant to Contractors General Responsibilities as contained in this Agreement (relevant clause number may be mentioned). If in respect of the aforesaid, any claim is made on the Employer, the Employer shall promptly notify the Contractor of the same and thereafter the Contractor shall conduct and be fully responsible for the defence or otherwise of such claims.”</p>	has been retained by the Contractor in its revised proposal as well.	
10.	Section - III B, COC - O&M, Cl 14	<p>Insurance Accident Prevention The Contractor shall, at all times, exercise reasonable and proper precautions for the safety of the people at the work and shall comply with the provisions of current safety laws and labour laws etc. of the State Governments or the Central Government and the local Authorities. He shall also provide all necessary measures required to protect public from accidents. All machinery and equipment and other sources of physical hazards shall be guarded in accordance with the regulations or</p>	Please delete the sentence 4 & 5 i.e. “The contractor shall be responsible for all risks to the lives and property and people shall be chargeable to Contractor.”		The part of the clause, which the bidder has requested for deletion, pertains to payment of compensation by the Contractor to “make good any such loss or damages or to pay compensation (including that payable under the provision of

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		<p>laws of the Government of India. The Contractor shall be responsible for all risks to the lives and property and people from whatsoever cause arising out of or in connection with the work being executed by him. In case the Corporation (either alone or jointly with the Contractor) shall be called upon by a Court of law to make good any such loss or damages or to pay compensation (including that payable under the provision of the workmen's Compensation Act or any other act or rules) to any person or persons sustaining damage as aforesaid by reason of any act, or of any negligence or omissions on the part of the Contractor, the amount which the Corporation may be required to pay in respect thereof and the amount of any cost of charges (including legal costs and charges in connection with legal proceedings) which the Corporation may incur in reference thereto shall be chargeable to the Contractor. All works covered in the specification are to be done in line with those related laws / order / rules / codes. Hence, all relevant laws/order/rules/codes are to be strictly followed.</p> <p>Individual reports of any accidents shall promptly be submitted by the Contractor to the Engineer - in - Charge within 24 (twenty four) hours of occurrence, giving such details as may be prescribed for that purpose.</p> <p>The provisions given in the safety code shall be followed and the Contractor shall follow the instructions of the Engineer - In - Charge / or his authorized representative in strengthening the scaffolding, etc., required for maintaining the safety of labour and other persons. Failure to comply with instructions of the Corporation shall be treated as negligence of the Contractor who shall</p>			<p>the workmen's Compensation Act or any other act or rules) to any person or persons sustaining damage as aforesaid by reason of any act, or of any negligence or omissions on the part of the Contractor".</p> <p>Accordingly, bid stipulation shall prevail.</p>

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		be solely responsible for the work carried out in connection with safety of men, materials, equipment and work. All safety engineering and safety code should be followed as per Section-B .			
11.	Section - III B, COC - O&M, Cl 15.3.	<p>Insurance</p> <p>15.3 Comprehensive General Liability Insurance This Insurance shall protect the Contractor against all claims arising from injuries, disabilities, diseases or death of members of public or damage to property of others due to any act or commission on the part of the Contractor or his Sub-Contractor, his employees or his representative from riots strikes and civil commotion.</p> <p>The hazards to be covered will pertain to all the works and areas where, the Contractor, his Sub-Contractor, his agents and his employees have to perform work pursuant to the Contract.</p> <p>The above are only illustrative list of Insurance coverage normally required and it will be the absolute responsibility of the Contractor to maintain all necessary Insurance coverage to the extent of both time and amount to take care of all his liabilities either direct or indirect, pursuant to the Contract</p>	<p>Please amend first sentence "...against all claims for which he is legally liable arising from injuries.....</p> <p>1.6. Please delete " from riots, strikes and civil commotion"</p>	<p>As per IRDA under the General Liability insurance, the clauses like "<u>riots, strikes and civil commotion are not covered under liability.</u></p> <p>Hence NEEPCO is requested to consider modifying the provision in light of the IRDA guidelines.</p>	<p>The first paragraph stands modified as:</p> <p>This Insurance shall protect the Contractor against all claims arising from injuries, disabilities, diseases or death of members of public or damage to property of others due to any act or commission on the part of the Contractor or his Sub-Contractor, his employees or his representative and from riots strikes and civil commotion amongst the contractor's subcontractor, representatives or employees.</p>

OPERATION & MAINTENANCE OF Tuirial H. E Plant (60 MW), Mizoram, India:: NIB No. 354 dated 28.04.2020
PRE-BID CLARIFICATIONS 1

<u>Sl. No.</u>	<u>Clause No.</u>	<u>Requirement as per Bid Specifications</u>	<u>Bidder's query</u>	<u>Reasons / Justifications for deviation</u>	<u>Reply by NEEPCO</u>
12.	Section III B, COC- Clause 15.1	<p>Insurance:</p> <p>15.1 Workmen's Compensation Insurance: This Insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act 1923. This policy shall also cover the Contractor against claim for injury, disability, disease or death of his or his sub-Contractors and Owner's employees. The liabilities shall not be less than Workmen's compensation – As per statutory provision.</p>	<p>i. Please delete "owner's employee" from the second line</p>	<p>This deviation was considered by NEEPCO in Corrigendum issued dt. 29.03.2019.</p>	<p>The words "Owner's employees" stand deleted.</p>
13.	<u>DNIB, Cl. 3.1.1</u>	<p>Technical Eligibility Criteria of the Bidders: A bidder (Individual/firm/Company) shall fulfill condition either (a) or combination (b) and (d) or combination (c) and (d) mentioned below: a) Executed Operation and Maintenance work involving Mechanical, Electrical and C&I Equipment/System and all other auxiliary equipment in at least 1(one) Hydro Electric Power Plant of Government /Public Sector Enterprises having minimum installed capacity of 50MW & above and minimum unit size of 25MW & above for at least 2(two) years during last 7 (seven) years ending on last day of the month prior to date of NIB. b) Executed erection, testing & commissioning work involving Mechanical, Electrical (Building up of stator & rotor at site along with testing etc.) and C&I Works and installation& commissioning of all other auxiliary equipment in at least c) Executed Maintenance work involving Mechanical, Electrical and C&I Equipment/ and all other auxiliary equipment in at least.</p>	<p>With regard to your NIB for O&M of Tuirial HEP, we, a wholly owned subsidiary of, express our willingness to participate in the captioned bid process. We provide Engineering, Procurement and Construction services including Design, Engineering and Manufacturing of Hydro Turbines, Installation, Erection, Testing and Commissioning including Operation and Maintenance and overhauling services after completion of projects.</p> <p>In the matter regarding pre-qualification under Cl. No 3, we are engaged in</p> <p>We would request you for a considerate assessment to enable us to participate.</p>		<p>The assessment of qualification will only be done after opening of Techno-commercial bids. The bidder is requested to refer Cl. 3.1 of DNIB and ascertain his qualification.</p>

OPERATION & MAINTENANCE OF Tuirial H. E Plant (60 MW), Mizoram, India:: NIB No. 354 dated 28.04.2020
PRE-BID CLARIFICATIONS 1

<u>Sl. No.</u>	<u>Clause No.</u>	<u>Requirement as per Bid Specifications</u>	<u>Bidder's query</u>	<u>Reasons / Justifications for deviation</u>	<u>Reply by NEEPCO</u>
		d) Executed Operation work involving Mechanical, Electrical and C&I Equipment/ and all other auxiliary equipment in at least			
14.	<u>DNIB, Cl. 3.1.1</u>	A bidder (Individual/firm/Company) shall fulfill condition either (a) or combination (b) and (d) or combination (c) and (d) mentioned below: a) Executed Operation and Maintenance work involving Mechanical, Electrical and C&I Equipment/System and all other auxiliary equipment in at least 1(one) Hydro Electric Power Plant of Government /Public Sector Enterprises having minimum installed capacity of 50MW & above and minimum unit size of 25MW & above for at least 2(two) years during last 7 (seven) years ending on last day of the month prior to date of NIB.	Request to amend the condition as following: A bidder (Individual/firm/Company) shall fulfill condition either (a) or combination (b) and (d) or combination (c) and (d) mentioned below: a) Executed Operation and Maintenance work involving Mechanical, Electrical and C&I Equipment/System and all other auxiliary equipment in at least 1(one) Hydro Electric Power Plant of Government /Public Sector Enterprises having minimum installed capacity of 50MW & above and minimum unit size of 25MW & above for at least 1(one) year during last 12 (twelve) years ending on last day of the month prior to date of NIB.		Bid stipulation shall prevail