

Pre Bid Commercial Clarification No. 3 dtd 27.05.2025 to NIB No. 475 for Pkg-III EM Works of 186 MW Tato-I HEP

Sr. No.	Volume	Clause No.	Clause name	Page No.	Specification as per Bid Document	Bidder Query / Clarification	NEEPCO Comment
1	Vol-I, Sec-VI_Bid Forms		Bank Guarantee formats FORM OF BANK GUARANTEE (EMD)	Page 32 of 62	<p>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.</p> <p>That it shall continue to be enforceable until the Guarantee is fully discharged.</p> <p>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.</p> <p>And that if any further extension of this Guarantee is required the same shall be extended to such required period Corporation upon the Bank.</p> <p>The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.</p> <p>Lastly the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the bank or the contractor.</p>	<p>We request to modify the mandatory comments proposed by our bank on the formant of EMD (Bank Guarantee)is as under:-</p> <p>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 or till <expiry date> whichever earlier.</p> <p>That it shall continue to be enforceable until the Guarantee is fully discharged or till <expiry date> whichever earlier.</p> <p>That it shall be in full force only for a period -months-from-the-date-it-Bears up to <expiry date> and it will hold good for any demand made by the Corporation in the meanwhile.</p> <p>And that if any further extension of this Guarantee is required the same shall may at our sole discretion be extended to such required period Corporation upon the Bank.</p> <p>The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.</p> <p>Lastly the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the bank or the contractor.</p> <p>Please refer Annexure 1 for our Bank's comments in Bank Guarantee format..</p>	Bid stipulation shall prevail
2	Vol-I, Sec-VI_Bid Forms		Bank Guarantee formats Proforma of Bank Guarantee for Contract Performance	Page 35 of 62	<p>Bank Guarantee formats Proforma of Bank Guarantee for Contract Performance We, (Name and address of the Bank) having registered Office..... the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.</p> <p>The liability or obligation of the Bank under this guarantee bond shall not be affectedpayment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.</p> <p>Lastly the Bank also assure that the guarantee bond will not be discharged due to the change in the constitution of the bank or the contractor.</p> <p>Not withstanding anything contained herein in force up to and including XXXXXX and shall be extended from time to time treated as a claim by the purchaser on the Bank.</p>	<p>We request to modify the mandatory comments proposed by our bank on the formant of Contract Performance (Bank Guarantee)is as under:-</p> <p>We, (Name and address of the Bank) having registered Office..... the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till <expiry date> whichever earlier.</p> <p>The liability or obligation of the Bank under this guarantee bond shall not be affectedpayment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.</p> <p>Lastly the Bank also assure that the guarantee bond will not be discharged due to the change in the constitution of the bank or the contractor.</p> <p>Not withstanding anything contained herein in force up to and including XXXXXX and shall may at our sole discretion be extended from time to time treated as a claim by the purchaser on the Bank.</p> <p>Please refer Annexure 1 for our Bank's comments in Bank Guarantee format. Kindly consider our request.</p>	Bid stipulation shall prevail

3	Vol-I, Sec-VI_Bid Forms		Bank Guarantee formats Proforma of Bank Guarantee for Mobilisation Advance	Page 38 of 62	<p>Bank Guarantee formats Proforma of Bank Guarantee for Mobilisation Advance</p> <p>3.We, the said Bankinterest has been fully recovered from the said Contractor, and accordingly (as per certificate issued by the Corporation) whichever is earlier. Unless a notice of the claim under this Guarantee has been served on the bank before in which case..... said period.</p> <p>7.The liability or obligation of the Bank under this guarantee bond shall not be affectedpurchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.</p> <p>8.Lastly the Bank also assure that the guarantee bond will notthe Contractor.</p> <p>9.Not withstandingincluding 30-April-2029 and shall be extended from time to timetreated as a claim by the purchaser on the Bank.</p>	<p>We request to modify the changes in the formant of Bank Guarantee for Mobilisation Advance, as proposed by bank as under:-</p> <p>3.We, the said Bankinterest has been fully recovered from the said Contractor or till <expiry date> whichever earlier, and accordingly (as per certificate issued by the Corporation) or after <claim date> whichever is earlier. Unless a notice of the claim under this Guarantee has been served on the bank on or before <claim date> in which case..... said period.</p> <p>7.The liability or obligation of the Bank under this guarantee bond shall not be affectedpurchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.</p> <p>8.Lastly the Bank also assure that the guarantee bond will notthe Contractor.</p> <p>9.Not withstandingincluding 30-April-2029 and shall may at our sole discretion be extended from time to timetreated as a claim by the purchaser on the Bank.</p> <p>Please refer Annexure 1 for our Bank's comments in Bank Guarantee format. Kindly consider our request.</p>	Bid stipulation shall prevail
4	Vol-I, Sec-VI_Bid Forms		Bank Guarantee formats Proforma of Bank Guarantee for Down Payment	Page 42 of 62	<p>Bank Guarantee formats Proforma of Bank Guarantee for Down Payment</p> <p>3. We, the said Bank further agree thatfully utilized by the said Contractor, and accordingly shall have no claim under this guarantee after 03 (Three) months from the date of satisfactory completion of the said Contract (as per certificate issued by the Corporation) whichever is earlier. Unless a notice of the claim under this Guarantee has been served on the bank before in which case the sameexpiry of the said period.</p> <p>7.The liability or obligation of the Bank under this guarantee bond shall not be under this guarantee bond need not wait under the guarantee bond shall be deemed to have been rightfully and lawfully made.</p> <p>8.Lastly the Bank also assure that the guarantee bond will not be discharged or the contractor.</p> <p>Not withstanding and shall be extended from time to time claim by the purchaser on the Bank.</p>	<p>We request to modify the mandatory comments proposed by our bank on the formant of Down payment (Bank Guarantee)is as under:-</p> <p>3. We, the said Bank further agree thatfully utilized by the said Contractor or till <expiry date> whichever earlier, and accordingly shall have no claim under this guarantee after 03 (Three) months from the date of satisfactory completion of the said Contract (as per certificate issued by the Corporation) or after <claim date> whichever is earlier. Unless a notice of the claim under this Guarantee has been served on the bank on or before <claim date> in which case the sameexpiry of the said period.</p> <p>7.The liability or obligation of the Bank under this guarantee bond shall not be under this guarantee bond need not wait under the guarantee bond shall be deemed to have been rightfully and lawfully made.</p> <p>8.Lastly the Bank also assure that the guarantee bond will not be discharged or the contractor.</p> <p>Not withstanding and shall may at our sole discretion be extended from time to time claim by the purchaser on the Bank.</p> <p>Please refer Annexure 1 for our Bank's comments in Bank Guarantee format. Kindly consider our request.</p>	Bid stipulation shall prevail
5	General			Transfer of Risk	<p>We understand that the "Transfer of Risk" shall be passed on to the Purchaser after the Commissioning of the individual Units. Please confirm .</p> <p>Since the same is not defined in tender document it is required to know the same at this stage.</p>	Bidder may refer to SI.No.2 of Pre Bid Commercial Clarification No2 dtd 05.05.2025	
6	Vol-I , Section-III A, Cl.N.41.4a)(i)			10% (ten percent) of the total Ex Works price for supply shall be paid as non- recoverable down payment on submission of Bank Guarantee of equivalent amount, along with interest at the rate of 1.5% (one and half percent) above BPLR of State Bank of India, as per the Proforma of Bank Guarantee (enclosed), with validity period upto 90 (ninety) days after the scheduled date of successful completion.....		Down payment shall be made on submission of BG along with interest as specified in the Bid Document(Cl.N.41.4a)(i).Vol-I , Section-III A).	

7	BOCW Cess			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.
8	Vol-I, Sec-III A, Cl.No. 41.4(c) (i),: Loading and unloading at site, handling and transportation within site, Storage and Preservation at site and erection, testing and commissioning:			Bid Stipulation shall prevail