

Pre Bid Commercial Clarification No.1 dated 28.03.2025 to NIB No.475 dtd 21.01.2025 for Pkg-III, EM Works of Tato-I HEP.

Sr. No.	Bid Stipulation	Bidders Queries	NEEPCO Replies
1	Sec-III A: General Conditions of Contract: Clause No.: 41.5: Due date of Payment	<p>In the event of failure of the Purchaser on any account to make any payment which has become due as set forth in the Contract, interest on the amount of such delayed payment(s) shall be paid by the Purchaser at the Base Lending rate of State Bank of India.</p> <p>We would also like to mention that many central and State Utilities (like NHPC & SJVNL etc) tenders provide interest of delayed payment, so we request you kindly consider our request.</p>	Bid stipulations shall prevail.
2	Bid Forms/Other Forms/ Formats BG/Contract Agreement, Vol-I, Sec-VI: Form- G: Deed of Joint Undertaking format	<p>Please appreciate that merely by using Parent Company credentials for the purpose of pre-qualification in the tender does not bind the Parent Company to be jointly and severally liable to execute the Project alongwith the Bidder in the absence of Bidder's default. Please note Parent Company is not a party to the Contract that shall be executed between the Purchaser (NEEPCO) and the successful Bidder. Parent Company's obligations shall come into play (by virtue to the Parent Company Agreement) only when the Bidder defaults in performing its obligations under the Contract.</p> <p>In view of the above, it is therefore requested Bidder requests NEEPCO to replace the Deed of Joint Undertaking format with Letter of Undertaking as per Annexure-1. We would also like to mention that similar format are applicable in many Central /state PSUs(like NHPC & SJVNL etc).Therefore, we request you to kindly consider our request.</p>	Bidder is requested to refer to Corrigendum No.2 dtd 07.03. 2025.
3	Bid Forms/Other Forms/ FormatsBG/Contract Agreement, Vol-I, Sec-VI: Form- F: Parent Company Agreement format	We request NEEPCO to change the Parent Compant Agreement format as per Annexure-2. We would also like to mention that similar format are applicable in many Central /state PSUs(like NHPC & SJVNL etc).Therefore, we request you to kindly consider our request	Bidder is requested to refer to Corrigendum No.2 dtd 07.03. 2025.

4	1-Sec-1_Short_and_Detail_NIB: Clause 1: Estimated cost of INR 338.48 Crore (including GST).	Budget seems on lower side for the scope of work as per tender requirement. We request you to please look in to the same for adequacy.	Bid stipulation shall prevail.
5	1-Sec-1_Short_and_Detail_NIB: Clause-4 Time for completion: The scheduled Time for Completion of Works shall be 39 (thirty-nine) months reckoned from the date of issue of Letter of Intent (LOI) by the Employer	Bidder 1 Query: Time for completion for such size of project is very much on lower side considering the time required for Model test as well as Turbine and Generator shall be build at site. Time for completion may please be increased to atleast 45 months from the date of Contract signing instaed of Lol. Bidder2 Query: Please note that 39 months are not sufficient to execute the 3 X 62 MW Hydro-Electric project. M/s NEEPCO is requested to kindly increase the time of completion from 45-50 months instead of 39(thirty-nine) months from the date of issue of Letter of Intent (LOI).	Bid stipulation shall prevail
6	1-Sec-1_Short_and_Detail_NIB: 6.3.3. Net worth: The bidder shall have positive “Net Worth” in at least 02 financial years out of the last 03 financial years, with the condition of positive Net Worth in the immediately preceding financial year	The bidder shall have positive “Net Worth” in at least 03 financial years out of the last 05 financial years, with the condition of positive Net Worth in the immediately preceding financial year	Bid stipulation shall prevail.
7	1-Sec-1_Short_and_Detail_NIB : 15 Tender timelines : Last date & time for submission of online bids Up to 22-03-2025	Bidder1 Query: We request you to please provide atleast 8 weeks time for bid submission from the date of pre bid clarifications. Bidder2 Query: Given the complexity of the scope and multiple interfaces requiring clarification with the Employer, as well as internal coordination among various functions and departments, we kindly request an extension of the bid submission deadline To ensure a well-prepared and competitive bid submission, we	Bidder is requested to refer to Corrigendum No.4 dated 21.04.2025

		request that the bid submission deadline be extended by a minimum of 8–10 weeks from the date of receiving responses to our submitted queries.	
8	<p>ANNEXURE-III</p> <p>INTEGRITY PACT</p> <p>Clause No. 4.1 & 4.2, Page 43 & 44 of 68</p> <p>Section 4 – Compensation for damages</p> <p>Clause No.4.1: If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.</p> <p>Clause No.4.2: If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages equivalent to 10% of the Contract Price or the amount equivalent to Security Deposit/Bank Guarantee, whichever is higher.</p>	<p>We request you kindly delete 4.2 under the Integrity Pact because, during the pre-award stage, we are submitting only EMD in the form of a bank guarantee. Moreover, we would like to mention that in the EMD format mentioned under Bid Document, Vol-I, Sec-VI—Bid Forms/Other Forms/Formats BG/Contract Agreement, there is no provision saying that the EMD can be forfeited in case the bidder adopts corrupt, collusive, coercive, or fraudulent practices or defaults under the Integrity Pact.</p> <p>Request you kindly amend the EMD format accordingly and delete clause 4.2 in the Integrity pact format.</p>	<p>Instruction of CVC on Integrity Pact are to be adopted and implemented mandatorily by all Govt. Organizations.</p> <p>Accordingly, bid stipulation shall prevail.</p>

9	<p>ANNEXURE-III INTEGRITY PACT Clause No. 8.1, Page 44 of 68 Section 8 – Independent External Monitor(s) Clause No.8.1: The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.</p>	<p>Our understanding of this clause is as under:-</p> <p>Audit and access rights shall be limited to records and documents directly related to the project concerned and shall only be exercised in cases of suspected violations of this Integrity Pact. Access to offices, production premises, or sites shall be granted solely in instances of confirmed violations of this Integrity Pact and shall be restricted to those offices, production premises, or sites involved in the project concerned. On-site audits shall only be conducted by prior notice and during normal business hours. Confidentiality obligations on the part of the supplier towards third parties and confidential information in the sense of business secrets must be taken into account and documents may only be inspected to the extent necessary to verify the obligations arising from this Integrity Pact. The costs of the audit shall be borne by the Principal.</p> <p><u>Please confirm our understanding is correct.</u></p>	<p>Instruction of CVC on Integrity Pact are to be adopted and implemented mandatorily by all Govt. Organizations.</p> <p>Accordingly, bid stipulation shall prevail.</p>
10	<p>Section-IIIA, GCC Clause No.34, Page 32: Sub Clause No.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>	<p>We request NEEPCO to accept our suggestion which is as under:-</p> <p>The provision of latent defects shall be applicable up to the end of <u>3 (three)</u> years from the date of successful commissioning of the unit.</p>	<p>Bid stipulations shall prevail.</p>
11	<p>Section -II(b)/ITB Section -II(b)/ITB Section-IIIA, GCC Section IIIA / GCC Section IIIA /GCC Clause No.5, Page 5 of 68 Clause No.25, Page 27 of 68 Clause No.11, Page 14</p>	<p>With aforesaid clauses we understand that the NEEPCO will issue the Letter of Intent, please confirm. However, we propose that “the Time Schedule /Completion Period / Zero Date / Commencement, Execution and Completion of Work “shall be reckoned from the date of following instead of Letter of Intent: -Contract is signed by both parties -Down payment is received by the Contractor.</p> <p>Please confirm.</p>	<p>Bid stipulations shall prevail.</p>

	<p>Clause No.1.1 (x), Page 5</p> <p>Clause No.51, Page 44</p> <p>Time Schedule</p> <p>Award Criteria</p> <p>Completion Period</p> <p>Zero Date</p> <p>Commencement Execution and Completion of Work</p>		
12	<p>Section-III A, GCC, Clause No.15, Page 20 & 21</p> <p>Liquidated damage:</p>	<p>We understand that the Contract may be Terminated only after the maximum LD is reached. Please confirm</p>	<p>Bid stipulations shall prevail</p>
13	<p>Section-III A, GCC, Clause No.18, Page 22 & 23</p> <p>Inspection and Testing</p>	<p>We request NEEPCO to add the following as a new sub-clause 18.10 & 18.11 as under: -18.10 – All cost/expenses for attending test or inspection by Purchaser or its representatives shall be borne by Purchaser.18.11 - After the Contractor has delivered the material the Engineer in Charge will inspect the material delivered within ten (10) days of date of arrival of material and will issue a material receipt certificate. If the Engineer in Charge fails to issue a material receipt certificate within fifteen (15) days from date of arrival of material due to reasons not within the Contractors responsibility, the material is deemed to be accepted. In such case the Contractor will issue a deemed material receipt certificate and the applicable payments shall be released.</p> <p>Please confirm.</p>	<p>Material receipt is the responsibility of the contractor. After receipt, joint verification by contractor with NEEPCO's supervision engineer will be carried out. Subsequently, MRC will be issued.</p> <p>Hence, Bid stipulations shall prevail.</p>
14	<p>Section-III A, GCC, Clause No.34, Page 31 & 32</p> <p>GUARANTEE / WARRANTY:</p>	<p>We request you to kindly add the following at last of subclause 34.1:</p> <p>The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:</p> <p>(a) improper operation or maintenance of the Facilities by the Employer</p> <p>(b) operation of the Facilities outside specifications provided in the Contract</p> <p>(c) normal wear and tear.</p> <p>We would also like to mention that above clause is applicable in</p>	<p>Bid stipulations shall prevail.</p>

		many Central /state PSUs (like NHPC & SJVNL etc).Therefore, we request you to kindly consider our request. Please confirm.	
15	Section-III A, GCC, Clause No.44, Page 41, Responsibility of the Contractor	We request NEEPCO to add the following as a new sub-clause 44.3 as under: - “Any change/modifications/addition to the Facilities or Scope of Work will be mutually agreed for adjustment in time and cost between Purchaser and Contractor during contract execution.” Please confirm.	Bid stipulations shall prevail.
16	Section-III A, GCC, Clause No.47, Page 42 Materials and Workmanship	We request NEEPCO under Clause no. 47.1(c) - Please change the word “severest” to “normal”. Please confirm.	Bid stipulations shall prevail.
17	Section-III A, GCC, Clause No.50, Page 43 & 44 Compliance with Regulations	We request NEEPCO to add the following as a new sub-clause 50.3 as under: - If the Contractor suffers or will suffer delay and/or incurs or will incur additional Cost as a result of any changes in the Laws or in such interpretations, the Contractor shall give notice to the Purchaser and shall be entitled to extension of Time for Completion and/or additional payment. P Please confirm	Bid stipulations shall prevail.
18	Section-II (a), Information for Bidder & Vol-I, Sec-III B, Clause No.16.2 & 14.8 Power Supply	We request NEEPCO to provide construction Power at the worksite /colony for cost optimization point of view. <u>Please Confirm.</u>	Bid stipulations shall prevail.
19	Section-II (a), Information for Biider & Vol-I, Sec-III B, Clause No.16.5 & 13.2 Water Supply	We request NEEPCO to provide construction water as well as potable water for labor and other personnel at the worksite /colony. <u>Please Confirm.</u>	Bid stipulations shall prevail.

20	Section-II (a), Information for Biider & Vol-I, Sec-IIIB, Clause No.16.7 & 18 Land for Accomodation, insallation and Storage Area	We request NEEPCO to please add following line in this clause" Levelled land of required size within close vicinity of power house shall be provided to Contractor on free of cost basis for Construction of store, sheds required for handling of EM material as well as accomodation for site staff. Land shall be above high flood level for safe storage and safety of contractor's personnel. NEEPCO shall also provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the Contractor and occupiers. Please accept our request.	Bid stipulations shall prevail
21	Section-II (a), Information for Bidder, Clause No.16.2, Power Supply	We request NEEPCO to provide construction Power at the worksite /colony for cost optimization point of view. <u>Please Confirm.</u>	Bid stipulations shall prevail.
22	Vol-I, Sec-IIIB, Clause No.7.4 Delays	We request NEEPCO to provide both Time extension and cost compensation in case reason for delay is not attributable to Contractor.	Bid stipulations shall prevail.
23	Vol-I, Sec-IIIB, Clause No.11.5 Protection of material and works	We request NEEPCO to modify the clause " Should any damage to the Contractor's work occur because of the other party not being under his supervision or control, the Contractor shall make his claim directly with the party concerned <i>Employer</i> ". Please accept our request as we do not have any direct relation with other party.	Bid stipulations shall prevail.
24	Vol-I, Sec-IIIB, Clause No.20.2 Commissioning	We request NEEPCO to consider the successful trail run of 72 hours as commissioning. This is in line with standard market practise. One month trail period is long time and will invite more cost to project.	Bid stipulations shall prevail.
25	Vol-I, Sec-IIIB, Clause No.20.3 Statutory clearance	We request NEEPCO 'to obtain all statutory clearances from the concerned Authority including payment of fees to the concerned authority / electrical inspector' in their scope being owner of the project. Contractor shall assist the NEEPCO with documentation as per requirement.	Bid stipulations shall prevail.

26	Vol-I, Sec-IIIB, Clause No.20.5, Delay in commissioning	We request NEEPCO to modify the clause " If for reasons not attributable to the Contractor including but not limited to shortage or unavailability of water or power grid, it is not possible to commission the Units immediately after completion of work within 1 month time from the date of Completion or any other period agreed upon by the Employer and the Contractor, the Contractor shall serve notice on the Employer to this effect and in case no communication is received from the Employer within 15 days of receipt of such notice from Contractor in this regard, the Contractor shall be deemed to have fulfilled its obligations with respect to commissioning. Clause no. 20.2, 20.3 and 20.4 shall not apply in this case and Defect liability period shall start from this date. Contractor shall be demobilised / removed from the site along with tools and tackles and NEEPCO shall be responsible for further watch and ward, periodic maintenance and further care of the equipment. Kindly appreciate that Contractor shall not be bound for unlimited period under the contract.	Bid stipulations shall prevail.
27	Vol-I, Sec-IIIB, Clause No.20.5 Time is essence	We request NEEPCO to delete this phrase as the project of such nature comes with its own uncertainties and challenges. LD provisions are already available in tender document for any delay.	Bid stipulations shall prevail.
28	Vol-I, Sec-IIIB, Clause No.34 Monsoon/ dewatering	We request NEEPCO to consider "necessary dewatering of powerhouse or any other area during construction phase till wet commissioning and adequate flood protection arrangement for powerhouse complex shall be ensured by the NEEPCO. Please accept	Bid stipulations shall prevail.
29	Vol-I, Sec-IIIB, Clause No.38.1 Protest	We request NEEPCO to modify the last line as " Such decisions of the Corporation / Head of Project, shall be communicated to the Contractor under the title "Decisions revoked by the Head of Project," and shall be binding on the Contractor and shall be mutually agreed between Contractor and NEEPCO.	Bid stipulations shall prevail.

30	<p>General</p> <p>Employer responsibilities for erection and commissioning</p>	<p>We request NEEPCO to consider the following in their scope:</p> <ol style="list-style-type: none"> 1. HSE conditions (Security in & around site, safe access to the work sites, covering of openings/hatches, handrails, general area lighting, evacuation plan, arresting of water seepages/rock falling, general cleanliness, dust free conditions for erection of critical equipment, ventilation during construction, public facilities etc) during construction to be ensured by the Employer. 2. No blasting/Overhead works shall be allowed at the time E&M installation in/nearby area where E&M erection is ongoing. 3. Erection of all equipment including draft tube and spiral casings to be installed by power house EOT crane. In case working front for installation of EOT crane is not available, NEEPCO shall provide suitable cost and time extension. 4. All testing & commissioning power supply to be arranged by NEEPCO without any cost to bidder. 5. Welding of penstock pieces with MIV shall be in NEEPCO scope. 6. The connection between Take-off gantry to Grid transmission line tower to be made by the NEEPCO. 7. Necessary forms / support for registration of our erection sub-contractor shall be provided by NEEPCO. 	<p>Bid stipulations shall prevail.</p>
31	<p>General</p> <p>Bank Guarantee formats</p>	<p>Comments received from our bank on the bank guarantee formats as attached as per Annexure-1</p> <p>We request NEEPCO to kindly review and confirm the same.</p>	<p>Bank Guarantees format submitted by bidder with TC Bids shall be checked and any modifications/amendment in formats are not acceptable to NEEPCO.</p>
32	<p>General</p> <p>Transport limitations</p>	<p>We request to provide the details with respect to transport limitation in weight and dimensions. After dismantling of equipment to possible extent, tentative Dimension of EM equipment would be : Length (m) x Width (m) x Height (m)- 10x5x5 and weight should not be less than 60 Tons excluding trailer. Please confirm. We understand that any Upgradation and maintenance of all roads for access to and within Power House shall be NEEPCO responsibility.</p>	<p>Bidder is requested to refer to Sl.No.60 of Pre Bid Technical Clarifications No.1 dtd 07.03.2025.</p>

33	<p>Sec-IIA, Information for Bidders</p> <p>Clause 8: ACCESS ROAD WITHIN PROJECT AREA:</p> <p>NEEPCO shall provide an approach road up to the weir and Power House location.</p>	<p>Bidder1 Query:</p> <p>Please inform of the length of this approach road and accordingly the weight and dimension limitation.</p> <p>Bidder2 Query:</p> <p>Kindly confirm the maximum load carrying capacity & its healthiness of all Bridges/roads on the way untill the start of Approach Road (which is to be constructed by NEEPCO).</p>	<p>Bidder is requested to refer to SI No.60 of Pre Bid Technical Clarification No.1 dtd 07.03.2025 published on CPP Portal(etenders.gov.in).</p>
34	<p>Section IIb, ITB, Clause 27: SIGNING OF CONTRACT / AGREEMENT</p> <p>Commencement Date:</p> <p>a. After issue of the Letter of Intent (LOI), the Detailed Order will follow on un-conditional acceptance of LOI by the bidder. After issue of Detailed Order and their un-conditional acceptance and acceptance of Contract Performance Guarantee (CPG), the Purchaser/Contractor shall prepare the Contract Agreement on Non-Judicial Stamped Paper and the successful bidder will be informed for signing of the Contract Agreements on a notified date. Signing of the Contract Agreement will be done in the office of the Executive Director, Contracts & Procurement, NEEPCO Ltd, Shillong.</p>	<p>We request the following to be mentioned for Commencement/Zero Date:</p> <p>“Commencement Date shall be date of issue of the Letter of Intent (LOI) as per Notification of Award issued by the Employer and subject to following conditions have been fulfilled:</p> <p>a) Signature of the Contract Agreement by both the Parties within 15 days from the date of the LOA</p> <p>b) Submission of the Performance Security by the Contractor within 28 days of receiving the LoA</p> <p>c) Submission of the advance payment security by the Contractor within 28 days of receiving the LoA</p> <p>d) Receipt of the advance into the Contractor’s account within 21 days of having the Performance Security</p> <p>e) Opening of at sight Letter of Credit for full value minus advance of the total Accepted Contract Amount and 100% of applicable taxes and duties</p> <p>If any of the conditions stipulated above are not fulfilled within 42 (forty-two) days from the date of LoA, because of the reasons not attributable to the Contractor, the Contract Agreement would commence only from the date of fulfilment of all pending conditions, and the Parties shall mutually</p>	<p>Bid stipulation shall prevail</p>

		discuss and agree upon an equitable adjustment to the Time for Completion, and/or other relevant Conditions of Contract. Further, if the conditions are not fulfilled within 90 days from the date of LOA, either Party may terminate the Contract without any liability whatsoever."	
35	Section IIIA, GCC, Table of Contents:	Clause no. indicated in Table of Contents are not completely aligned with the actual clauses, kindly modify the same for referring the right clause numbers (Clause 11 is repeated in Table of Contents). Bidder here for raising the queries is referring the chapter numbers instead of numbers from Table of Contents.	No comment.
36	Section IIIA, GCC, Clause 12: Deductions From Contract Price: 12.3 In addition to the provision of Clause no. 12.1 above, which relates to the recovery by the Purchaser of any amounts that the Purchaser may have paid for which the Contractor is liable under the Contract, the Purchaser shall also be entitled to recover all dues in terms of the Contract including, but not limited to, Liquidated Damages for delay etc. by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities/guarantees under the Contract and/or otherwise.	We request to delete the last words "and/or otherwise" from this clause, so that any deductions or set-offs remain applicable to this Contract only and the said clause does not imply to any other existing or upcoming contracts.	Agreed.
37	Section IIIA, GCC, Clause 16: Force Majeure: i) The "Force Majeure" risks are those which are beyond the control of either the Corporation or the Contractor and are defined as below:	Kindly modify the statement as: i) The "Force Majeure" risks (whether foreseeable or not) are those risks which are beyond the control of either the Corporation or the Contractor and are defined as below:	Bid stipulation shall prevail.

38	<p>Section IIIA, GCC, Clause 16: Force Majeure:</p> <p>paragraph below point j):In the event of either party being rendered unable by “Force Majeure” toperform, thereby shall notify within 10 (ten) days of the alleged beginning and ending thereof giving fullevidence in support of such cause.</p>	We request to give at least 21days for notifying such events.	Bid stipulation shall prevail.
39	<p>Section IIIA, GCC, Clause 33: POWER TO VARY/OMIT WORK:</p> <p>33.3 Any agreed difference in cost, occasioned by such variations, should be added to or deducted from the Contract price, as the case may be. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the Contract Agreement. In case such rates are not available in the Contract Agreement they shall be settled as per formula laid down in Clause No. 69.0, Volume –I, Section IIIB, of Erection Conditions of Contract for Erection work, hereinafter provided. If there is disagreement regarding the rates to be paid, the Contractor shall carry out the work inclusive of the variations. Provided that, in case no final settlement is arrived for such rates, then the Purchaser shall have the power to determine the rates finally and such rates shall be binding on the parties.</p>	<p>We request to kindly modify the stated clause as hereunder:</p> <p>33.3 Any agreed difference in cost, occasioned by such variations, should be added to or deducted from the Contract price, If there is disagreement regarding the rates to be paid, the Contractor shall carry out the work inclusive of the variations only once the rates for this variation works are agreed in writing. Provided that, in case no final settlement is arrived for such rates, then the Parties may refer the matter to the dispute board for the settlement.Purchaser shall have the power to determine the rates finally and such rates shall be binding on the parties.</p>	Bid stipulation shall prevail.
40	<p>Section IIIA, GCC, Clause 33: POWER TO VARY/OMIT WORK:</p> <p>33.6 In all above cases, in the event of any disagreement as to the reasonableness of the said sum, the decision of the Purchaser shall be final and binding</p>	The said clause is requested to be deleted	Bid stipulation shall prevail.

41	<p>Section IIIA, GCC, Clause 34: GUARANTEE / WARRANTY:</p> <p>New clause to be added</p>	<p>We request to add the following paragraph at the end mentioning as new clause 34.9:</p> <p>[All work i.e. remedying defect / replacement related to warranty of plant / equipment shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:</p> <ul style="list-style-type: none"> (a) the design of the Works, other than a part of the design for which the Employer is responsible (if any); (b) Plant, Materials or workmanship not being in accordance with the Contract; (c) improper operation or maintenance which was attributable to matters for which the Contractor is responsible]. 	<p>Bid stipulation shall prevail</p>
42	<p>Section IIIA, GCC, Clause 34: GUARANTEE / WARRANTY:</p> <p>New clause to be added</p>	<p>Kindly add the below as penultimate paragraph for clause 34:[The warranties contained above is the only liability of the Contractor that shall apply. No other liabilities for defects or warranties or conditions, whether statutory, oral, expressed, or implied shall apply. In particular, there are no implied warranties of merchantability or fitness for a particular purpose.]</p>	<p>Bid stipulation shall prevail</p>

43	<p>Section IIIA, GCC, Clause 41.4: Terms of Payment:</p> <p>a) For Supplies:(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,</p>	<p>Bidder1 Queries:</p> <ol style="list-style-type: none"> 1. We request this advance be provided on interest-free basis and be paid alongwith the Supply payment advance. 2.We request that the advance payment be provided on an interest-free basis, secured by an equivalent-value Bank Guarantee. This approach aligns with industry standards, ensures project cost efficiency, and supports smooth execution without imposing an undue financial burden on either party.Advance payments serve as a means to cover initial expenditures such as procurement advance payments, mobilization, and engineering activities. Imposing an interest rate on this amount adversely affects the Contractor's working capital. Management. <p>Bidder2 Queries:</p> <p>Advance provided by Owner enable the contractor in purchasing raw material and doing Engineering.</p> <p>In view of above, M/s NEEPCO is requested to kindly provide an interest free advance to the contractor.</p>	Bid stipulation shall prevail.
44	<p>Section IIIA, GCC, Clause 41.4: Terms of Payment:</p> <p>c) erection, testing and commissioning 10% (Ten percent) of the Contract price for erection, testing and commissioning price shall be paid as interest-bearing recoverable Mobilization Advance at the rate of 1.5% (one and half percent) above BPLR of</p>	<p>We request this advance be provided on interest-free basis and be paid alongwith the Supply payment advance.</p>	Bid stipulation shall prevail.

	State Bank of India, against submission of Bank Guarantee, equivalent to 110% of total advance amount, as per proforma enclosed. The advance shall be paid in 2(two) installments; the first installment of 5% (five percent) shall be paid for site mobilization and site Office establishment on handing over of site by the Corporation. The remaining 5% (five percent) of the Contract sum for erection, testing and commissioning shall be released in such installments as may be considered commensurate with the progress of the initial mobilization, preliminary and ancillary works, duly certified and evaluated by the Engineer-in-Charge.		
45	<p>Section IIIA, GCC, Clause 41.4: Terms of Payment, Page 39:</p> <p>(v) Balance 10%(Ten Percent) of the total contract price Erection, Testing and Commissioning along with balance 10% Price adjustment amount shall be paid after “Final Acceptance” of the entire plant/equipment.</p> <p>Alternatively, on written request by the Contractor, balance (Ten percent) of the total contract price for Civil, Architectural and Structural works, Erection, Testing and Commissioning along with balance 10% Price adjustment amount shall be released against submission of Bank Guarantee for equivalent amount and the BG to be kept valid till “Final Acceptance” of the entire plant/equipment.</p>	We request to remove the words "Civil, Architectural and Structural works," from this paragraph	Agreed.
46	<p>Section IIIB, ECC Clause 43: POSSESSION PRIOR TO COMPLETION:</p> <p>The Engineer-in-charge shall have the right to take possession of or use any completed part of work. Such possession or use shall not be deemed as an acceptance of any work completed in accordance with the Contract.</p>	In order to have a fair approach, if E-I-C is taking possession of any completed part of work , then such possession or use shall be deemed as an acceptance of such completed work.	Bid stipulation shall prevail.

47	General	We request NEEPCO to kindly arrange to provide the editable copy of Tender Documents (i.e. Bid form, Forms/ attachments, Technical Data Sheet (TDS), Eligibility Forms, Price Schedules) for our use in preparing the bid.	Bidder may refer to Pre-Bid Technical Clarification No.1 dated 07.03. 2025.
48	Sec-IV, General Technical Conditions Clause 15.0: PERFORMANCE GUARANTEE TEST: The final test as the performance guarantee test shall be conducted at site, by the Contractor in association with the Purchaser. The contractor's commissioning and start-up Engineer shall make the unit ready for such tests and assist the Purchaser in conducting such tests free of cost. Such test shall be commenced within a period of six (6) months after the date of successful completion of trial operation. Any extension of time beyond the above six (6) months shall be mutually agreed upon but not later than eight (8) months from the date of completion of successful trial operation of last unit.	Bidder insists to add this penultimate paragraph in order to have sunset period in case of delays in performance guarantee test especially if the delays are not attributable to the Contractor: "Parties agrees that performance guarantee test shall be conducted within 12-months of supply of Equipment and Contractor's notice stating that Contractor is ready for Installation and/or carry out the Commissioning works, however, if such performance guarantee test are delayed (due to installation works cannot be carried out because of non-availability of civil front, and/or delay in Commissioning due to shortage of power, water, grid connection, non-fulfillment of obligation of Employer's other contractors etc.) and cannot be conducted due to reasons not attributable to Contractor, these performance guarantee test shall be deemed to have been carried out and accepted by the Employer and Final Acceptance Certificate shall be deemed to have been issued."	Bid stipulations shall prevail.
49	Sec-1, DNIB, Clause No.5: Earnest Money Deposit/ Bid Security The Earnest Money Deposit shall be INR 4 (Four) Crore (Rupees Four Crore only).	The estimated cost of project is 338.48 Crores (including GST). As per practice being followed in Hydro Projects EMD is @ 1% of the estimated cost. Accordingly, NEEPCO is requested to consider EMD as Rs 3.3 Cr against 4 Cr.	Bid stipulation shall prevail.
50	Sec-IIa, IFB, Clause No.16.2: POWER SUPPLY: The responsibility of arranging power for the work shall lie in bidder's scope	M/s NEEPCO is requested to provide 3 phase 415 power supply for construction Power, free of cost at Power House, Switchyard and other work areas.	Bid stipulation shall prevail

51	<p>Sec-IIIa, GCC, Clause No. 41.4: (iii) 15% (Fifteen percent) of Ex-Works Price along with 90% (Ninety Percent) Price Adjustment amount shall be paid on receipt of materials at site in full and good condition, and duly certified by Engineer In Charge.</p>	NEEPCO is requested to kindly specify the time limit in which NEEPCO will issue the certificate of the receipt of material at site.	Material receipt is the responsibility of the contractor. After receipt, joint verification by contractor with NEEPCO's supervision engineer will be carried out. Subsequently, MRC will be issued.
52	<p>Vol-I, Sec-II(a) Clause No.16.1 AVAILABILITY AND EMPLOYMENT OF THE LABOUR: The Contractor shall be expected to employ skilled local Indian personnel for supervisory work as far as possible. In order to minimize problems arising from the employment of labour...Contractor must ensure close liaison and good relations at all times with the local authorities and the populace of the project area.</p>	NEEPCO is requested to extend necessary support for lesioning with local authorities/agencies/parties for smooth execution of project.	<p>Bidder has to liaison with local authorities/agencies/parties for smooth execution of project.</p> <p>However, NEEPCO will extend the support wherever required by bidder.</p>
53	<p>Vol-I, Sec-IIIa, Clause No.11.7: "However, if the work is delayed on account of: a) Suspension of work as per Clause 31.0 for reasons attributable to the Corporation or, b) "Force Majeure" at Clause 15, or c) Any other cause which, at the absolute discretion of the Engineer-in-Charge, is beyond the Contractor's control, Then immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-Charge accordingly, but the Contractor shall nevertheless use constantly his best endeavour to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time to which he may consider himself eligible under the Contract within 7 (Seven) days of the date of happening of any such event as indicated above. However, the time extension, if granted by the Corporation will not relieve the Contractor from the</p>	<p>However, if the work is delayed on account of: a) Suspension of work as per Clause 31.0 for reasons a.....However, the time extension, if granted by the Corporation will not relieve the Contractor from the payment of compensation for delay, and the decision of the Engineer-in-Charge shall be final and binding. If delay is not attributable to the contractor, an amount of Rs. 30 Lakhs/month as over run compensation shall be paid by NEEPCO. And suitable additional compensation shall also be paid to the contractors if ORC is inadequate to meet its expenses.</p>	Bid stipulation shall prevail.

	payment of compensation for delay, and the decision of the Engineer-in-Charge shall be final and binding.		
54	<p>Vol-I, Sec-IIIB, ClauseNo.20.5:</p> <p>If, on account of shortage of water and or power, it is not possible to commission the Units immediately after completion of the work, the commissioning and the trial run period of 1(one) month, as stated herein above, shall be carried out at a later date as instructed by the Engineer-in-charge without any extra cost to the Corporation. In such event, the defect liability period / warrantee will start form the date of taking over after successful commissioning.</p>	<p>"Kindly modify the clause as below:</p> <p>If, on account of shortage of water and or power, it is not possible to commission the Units immediately after completion of the work, the commissioning and the trial run period of 1(one) month, as stated herein above, shall be carried out at a later date as instructed by the Engineer-in-charge without any extra cost to the Corporation , however if there is delay beyond six months from synchronisation of the respective unit, it shall be deemed to be taken over by NEEPCO. In such event, the defect liability period/ warrantee will start form the date of taking over after successful commissioning/deemed taking over by NEEPCO.</p>	Bid stipulation shall prevail.
55	General	Does the tender inviting authority allow procurement and supply of equipment from international sources.	<p>In terms of Clause No.6.1(II) of the Section-I, Vol-I of Bid document, Instant tender is only for Class -I Local supplier.</p> <p>Accordingly, Bid stipulation shall prevail.</p>
56	General	In the event that overseas procurement is permitted, who shall bear the responsibility for customs clearance, along with any applicable taxes and duties?	Responsibility for customs clearance is in the bidder scope.
57	General	Do the tender provisions permit the formation of a consortium comprising one Indian company in collaboration with two foreign entities?	Bidder may refer to Clause No.6.4, 6.5 and 6.6 of the Section-I, Vol-I of Bid document on the nature pf bidders.
58	General	Is it permissible under the tender conditions for the consortium members to collectively fulfill the	Bidder may refer to Clause No.6.4, 6.5 and 6.6 of the Section-I, Vol-I of

		requisite qualification criteria through their combined expertise?	Bid document on the nature pf bidders.
59	General	Will the tender inviting authority permit the consideration of references for supplies made outside India?	Bidder may refer to Clause No.6.2(Technical Qualifying Requirement) of the Section-I, Vol-I of Bid document.
60	General	Are advance payments permitted for the qualified entity, whether it be a single company, a consortium, or a joint venture (JV), without incurring any interest charges?	Regarding advance payment, Bidder may refer to Clause No.41.4(Terms of Payment), Section-III A(GCC), Vol-I of Bid document.
61	Vol-I, Sec-III A: GCC 41 PAYMENT	Vol-I, Sec-III A: GCC 41 PAYMENT: 41.4 Terms of Payment: 41.4(c): Loading and unloading at site, handling and transportation within site, Storage and Preservation at site and erection, testing and commissioning: Sub Clause No.41.4(C) (a, b, c and d)	41 PAYMENT: 41.4 Terms of Payment: 41.4(c): Loading and unloading at site, handling and transportation within site, Storage and Preservation at site and erection, testing and commissioning: Sub Clause No.41.4(C) (a, b, c and d) shall be read as: Sub Clause No.41.4(C) (i, ii, iii and iv)
62	Vol-I, Sec-II(b): Instruction to bidders:	Bidder Queries on PV Formulae: We request for following changes in PV formula. Po to be changed to 100% of the Ex-Works price as advance given is interest bearing. Co, C1 'Copper shapes' to be changed to 'Copper wire' which is a more appropriate index.	Bid stipulations shall prevail.
63	Liquidated Damage: Sec-III A: General Conditions of Contract: Clause No.15(i): 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 Section III A, GCC,	Bidder Queries on Clause No.15(i): Performance Liquidated damages are not capped. Please appreciate, any uncapped liability is not acceptable. Therefore 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	Bid stipulation shall prevail.

	<p>Clause 15: LIQUIDATED DAMAGE and Volume II, Sec-II, Sub-Sec-01, clause 1.2.4 Volume II, Sec-II, Sub-Sec-02, clause 2.3.6.1 Volume II, Sec-II, Sub-Sec-10, clause 10.6 Volume II, Sec-II, Sub-Sec-29, clause 29.22:</p> <p>Clauses related to Penalties due to Shortfall in Performance</p>	<p>Ten percent (10%) of the contract price of the individual unit.</p> <p>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.</p> <p>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.</p> <p>Bidder Queries: Please add the following as a new paragraph ensuring that the total liability of the Contractor is capped and does not result in disproportionate financial exposure to the Contractor (a) Cumulative Cap on Damages due to Shortfall in Performance: [The maximum amount of Performance Damages payable shall not exceed 10% of the Contract Price. The Performance Damages shall be the sole and exclusive remedy for failure to meet the Performance Guarantees and shall be in lieu of any other damages or penalties related to performance].</p> <p>These modifications aim to create a more balanced and equitable approach to Performance Damages, protecting the interests of both the Employer and the Contractor.</p>	
64	<p>Vol-I, Sec-III A: GCC:</p> <p>Clause 15: Liquidated Damages:</p>	<p>Bidder Queries: We kindly request to modify the clause establishing a more balanced, fair, and mutually beneficial framework while still</p>	<p>Bid stipulations shall prevail.</p>

	<p>Time is the essence of the contract. If the performance of the Contract is delayed beyond the time schedules incorporated in the Contract, due to reasons attributable to the Contractor, the Purchaser shall, without prejudice to his right, recover the following damages for breach of the Contract: -(i) 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.(ii) Execute or authorize the incomplete/unfinished work from elsewhere departmentally or through any other Agency at the risk and cost of the Contractor. Action against this sub-clause shall be taken after giving notice of 15(Fifteen) days by the Purchaser to the Contractor for any delay in performance of the Contract. The decision of the Purchaser in this regard shall be final and binding upon the Contractor. However, the above action shall be taken without canceling the Contract in respect of work not yet due for execution.(iii) Cancel the entire Contract or a portion thereof and, if so desired, execute or authorize the execution of the work departmentally or through any other agency at the risk and cost of the Contractor. If the Contractor had defaulted in the performance of the Contract, the Purchaser may ignore the rates quoted by him for respective work even though the lowest for executing through other agency.(iv) Where action is taken under Sub-clause (ii) or (iii) above for failure to complete the work, the Contractor shall be liable for any loss, which the Purchaser may sustain on that account. However, the Contractor shall not be entitled to any gain on such execution and the manner and method of such execution shall be at the entire discretion of the Corporation. It shall not be necessary for the</p>	<p>safeguarding the Purchaser's interests. Accordingly, we respectfully request to modify the stated clause as below to align with industry practices and standard contractual principles: Liquidated Damages for Delay) If the Contractor fails to complete the Works or any part thereof within the Time for Completion due solely to reasons attributable to the Contractor, the Contractor shall be liable to pay Liquidated Damages (LD) to the Employer. b) LD shall be levied at the rate of 0.5% (one-half percent) of the Contract Price per week of delay, or part thereof, subject to a maximum cap of 10% of the Contract Price for the delayed portion of the Works. Execution of Unfinished Work a) If the Contractor fails to remedy the delay despite receiving a formal written notice from the Employer specifying the default and providing a reasonable period (21 days) to address rectifying the delay, the Employer may, at its discretion, arrange for execution of the delayed portion of the Works through a third party.b) The cost recoverable from the Contractor for such third-party execution shall be limited to the actual additional cost incurred by the Employer, duly supported by cost records and reasonable justifications. Contract Termination for Delaya) If the Contractor's delay significantly affects the end date of project completion and the Contractor fails to take remedial measures within the notice period specified above, the Employer may, as a last resort, terminate the affected portion of the Contract or, where necessary, the entire Contract.....continued as below.... b) Termination can only be triggered upon reaching the maximum LD cap for delay or performance.</p>	
--	---	--	--

	<p>Purchaser to serve a notice of such execution on the Contractor.</p>	<p>c) Before termination, the Employer shall provide the Contractor with a final notice specifying the grounds for termination and allowing a period of not less than 21 days for corrective action.</p> <p>d) The Contractor shall not be liable for any indirect, consequential, or punitive damages, including but not limited to loss of revenue, business reputation, or anticipated profits.</p> <p>e) 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 mutually decided by the parties.</p>	
--	---	--	--