

Pre Bid Commercial Clarification No.6 dated 28.08.2025 to NIB No.477 dated 26.02.2025 for EPC execution of 240 MW Heo HEP.

Sl. No.	Bid Stipulation	Bidders Queries	NEEPCO Replies
1		<p>1. <u>Capping of Force Majeure event period:</u> In clause no 16 of GCC (Pg 20-21 of 54), single or aggregate delay period on account of Force Majeure is not mentioned which is of high importance to avoid any dispute in execution stage. Therefore, please add the following two clauses after sr. no. (iii). Reference can be drawn to this from attached Annex.1 (clauses taken from NHPC, UJVNL & SJVNL tenders) for your ready reference please.</p> <p>iv. <u>If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute will be resolved in accordance with GCC, Clause 21.</u></p> <p>v. <u>Notwithstanding GCC clause 16 (iii), Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.</u></p>	Bid stipulation shall prevail.

2		<p><u>Capping of cavitation revolving guarantee:</u> As per tender clause No 1.19 (Pg 17 of 83, PTS, Volume II, Section II, M1 – Turbine and MIV), in case of excessive cavitation the Contractor shall, at his cost, rectify/ replace the parts thus affected and carry out such modifications. It is mentioned in this clause that the replacement shall be subject to the same guarantees as per the original equipment. Kindly confirm that this rectification/ replacement period shall be as per clause 34, Guarantee/ Warranty, Sec-III A (GCC) of Contract. i.e. <u>the Warranty for such defects shall be 12 months from the time such replacement/repair subject to maximum period of thirty-six (36) months from the date of putting plant and equipment into operation.</u> The same clause is there in SJVNL, UJVNL tenders. Please find enclosed Annex.2 for your ready reference. Kindly confirm.</p>	<p>Bid stipulation shall prevail.</p> <p>Please refer sl. no.19 of Pre-Bid Technical Clarification No. 3 dated 27-05-2025.</p>
3		<p><u>Model Acceptance test:</u> We kindly request you to modify the model acceptance clause “ If the model fails to meet the guarantees and requirements, the penalty shall be imposed up to shortfall in WAE up to 1.5% as per LD defined in clause 1.18. If the Model WAE falls below the guaranteed figure by more than 1.5% then turbine may be subjected to rejection.</p>	<p>Bid stipulation shall prevail.</p>

4		<u>Consideration of Proforma for Idling Time cost Claims:</u> As there is no proforma in the Tender documents for claiming the idling time costs resulting from extension of Time for Completion, we request you to please consider the attached Annex.3 for this purpose. These Proformas have been taken from NHPC, UJVNL, SJVNL tenders.	Bid stipulation shall prevail
5		<u>Interest bearing Advance payment for Services:</u> In clause no 41.4, Sec IIIA GCC, 10% 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% above BPLR of State Bank of India. However, "BPLR" term is not existing at present as it was replaced by "Base rate" & then by "MCLR rate". Please confirm that it is MCLR rate & not BPLR rate.	Confirmed
6		<u>Amendment in the EAR Insurance policy:</u> Initially, all the Insurances as per GCC clause No 14 of the tender Documents were in the scope of bidder/ Contractor. However, vide Corrigendum No 6 dated 22-04-2025, EAR Insurance scope was taken over by NEEPCO. We therefore request you to confirm that the EAR policy to be purchased by NEEPCO shall be in the Joint names of the Purchaser & the Contractor as was there when the EAR Insurance was in the scope of Contractor. In line with the same please amend Para 2 clause no 14.9 (Pg 5 of 7) as "The owner shall take EAR policy, <u>in the joint names of the Purchaser and the Contractor</u> , for the Erection Works and	Agreed

		Storage of materials & equipment at site for a period from the date of receipt of material at site up to the date of successful Erection, Testing, Commissioning and handing over of Equipment/Plant.” Kindly confirm.	
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