

Pre Bid Commercial Clarification No. 1 against NIB No.397 dated 01.07.2021

Sl. No.	Bid Stipulation	Bidder's Query	NEEPCO's Reply
1	Cl 14 of Sec-III A / GTC/ Liquidated Damages	Please clarify if the Liquidated damages stated herein shall be the sole and exclusive financial remedy for Purchaser's loss and damage due to Contractor's delay.	Regarding liability of the Contractor due to delay, Bidder may also refer Clause No. 37.2 and 49, Section IIIA of the Detailed Bid Document.
2	Cl 15 of Sec-III A / GTC/ Force Majeure	Please clarify if "epidemic" and/or "pandemic" are included as Force Majeure risks.	Bidder may refer Clause No. 15(j), Section IIIA of the Detailed Bid Document.
3	Cl 16 of Sec-III A / GTC/ TERMINATION OF THE CONTRACT ON THE PURCHASER'S INITIATIVE	<p>Please clarify if following additional costs due to Purchaser's termination are acceptable:</p> <p>(a) the Contract Price, properly attributable to the parts of the Works executed by the Contractor as of the date of termination.</p> <p>(b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its subcontractors' personnel</p> <p>(c) any amounts to be paid by the Contractor to its subcontractors in connection with the termination of any subcontracts, including any cancellation charges</p> <p>(d) costs incurred by the Contractor in protecting the Works and leaving the Site in a clean and safe condition.</p> <p>(e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third Parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.</p>	Bidder may refer Clause No. 16.3, Section IIIA of the Detailed Bid Document

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(J. Sultan)  
DGM (E/M)

*Visay Prakash*  
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Manager (E/M)

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4	CI 21 of Sec-IIIA / GTC/ Arbitration	Please clarify that the arbitration shall be conducted by the sole arbitrator to be mutually appointed by the Parties.	Bidder may note that the panel of three Arbitrators, from which the sole Arbitrator shall be appointed by NEEPCO, will have endorsement of the Contractor. Accordingly, bid stipulation shall prevail.
5	CI 17 of Sec-IIIB / ETC/ INDEMNIFICATION FROM LOSS AND DAMAGE	Contractor's liability shall be limited to the extent caused by Contractor's negligence. Please confirm.	The concerns of the Bidders are already addressed in the clause.
6	CI 43 of Sec-IIIB / ETC/ POSSESSION PRIOR TO COMPLETION	Please note that in the event of such possession, the DLP shall commence from the date of use of such part of work. Please confirm.	Defect Liability Period shall be as per terms of Clause No. 30, Section IIIA of the Detailed Bid Document.
7	Additional Clause	Suspension of the Work: Contractor shall have right to suspend the Contract if the Purchaser has failed to pay the Contractor any sum due under the Contract within the specified period. In the event of such suspension continuing for more than 30 days, then the Contractor may terminate the contract by issuing 15 days written notice. Upon such termination, the Contractor shall be entitled to the payment for the works performed.	Not Agreed.
8	Additional Clause	Extension of time and Cost Compensation: Contractor shall be entitled to a reasonable extension of time for the performance of its obligations to perform the Works where any of the following causes a delay: a Variations in scope of obligation of the Contractor; b. changes in law or any delays of any government or statutory;	Extension of time shall be granted in the genuine cases depending upon circumstances prevailing at the time. However, cost compensation will not be applicable except in cases of variation in the scope of work on the initiative of purchaser.





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		<p>c. Suspension or delays caused for the reasons not attributable to Contractor;</p> <p>d. Any delays caused by Purchaser or other contractor of Purchaser</p> <p>e. Any unforeseen conditions obstructing progress of works;</p> <p>Upon occurrence of any or all of the above, Contractor shall be entitled for the following:</p> <p>(1) extension of time to the extent of period of delay, and</p> <p>(2) the any amount of such additional costs shall be added to the Contract Price.</p>	
9	Additional Clause	<p>COVID-19 Clause: The Parties are aware of the current worldwide outbreak of a Coronavirus (commonly known as COVID-19) or any mutation of such virus which is or may impact normal business and execution of this Contract. Contractor shall be entitled to cost compensation, time extension, or other reasonably required contract adjustments, if any consequences whether directly or indirectly resulting out of, or in connection with the coronavirus outbreak, lead to delays in performance of Works or otherwise affect Contractor's contractual obligations or duties. Contractor hereby reserves the right to amend the delivery, the price, the scope and the other terms and conditions of contract set out in this offer due to the current epidemic of novel coronavirus outbreak. Notwithstanding anything to the contrary, the forgoing paragraph is deemed to be incorporated into any subsequent concluded contract.</p>	Not Agreed. Bidder may refer NEEPCO's reply at Sl. No. 2 above.

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10	Additional Clause	Change in Laws and Regulations: If, from the Effective Date, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.	Not Agreed. Bidder may refer Clause No. 23 Section-II (Instruction to Bidder) of the Detailed Bid document, in this regard.
11	Additional Clause	Indemnification: Purchaser, on behalf of itself and its successors, agrees to save, indemnify and hold harmless Contractor against any and all losses, claims, expenses, liabilities, damages and costs whatsoever for: (i) personal injury to or death of any employee of Purchaser or any third party; and (ii) loss or damage to any property of Purchaser or any third party, except in the event such personal injury, death, loss or damage is a direct result of Contractor's Gross Negligence.	NEEPCO is the Owner of the plant. It is accordingly necessary that the contractor indemnifies NEEPCO from loss and damage. Clause No.17.0, Section-IIIB of Detailed Bid Document shall prevail.

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