

Response to Queries (2nd phase) against our NIT No. NEEPCO/ED(CP)/2014-15/01 Dtd. 04.06.2014
for “Consultancy services for preparation of Risk Management Policy of NEEPCO”

Sl. No.	Section	Bidder's Query	Response from NEEPCO
1	<p>Form no. II Statement of Bidder</p> <p>Total Number and Category of Permanent Employees:</p> <p>13.2: Qualifications for Technical personnel 13.5 Total number of others.</p>	<p>Technical personnel for this section, includes engineers only or personnel with CA and MBA degrees also?</p> <p>For this section, do “Other” personnel mean contract/interns/part-time employees?</p>	<p>Technical Personnel includes CA, MBA and other relevant Professional Qualification.</p> <p>Yes.</p>
2	<p>Schedule I: Schedule of company's network/branch offices including staffing pattern and business trend</p>	<p>Bidder does not publish branch wise financial data. Can details on a consolidated level be submitted?</p>	<p>Number and locations of Branch may be specified. Either Branch wise financial statement or consolidated financial statements is to be submitted.</p>
3	<p>Schedule VI: Financial Data – Data sheet to be duly filled by a CA</p>	<p>Please elaborate the following: 4. Unallocated balance surplus 5. Expenses not written off</p>	<p>No changes.</p>
4	<p>Schedule VI: Financial Data - Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments</p>	<p>Not applicable for the proposed scope of work which involves consultancy services and hence we proposes this requirement to be removed.</p>	<p>No comment.</p>
5	<p>Section II – Instruction to Bidders Clause 7 - Earnest Money Deposit /Bid Guarantee</p> <p>The EMD of all Bidders except that of the</p>	<p>Will there be any additional T&Cs in this LOI/LOA.</p> <p>Can we get a copy of draft of LOI/LOA before the bid?</p>	<p>No change is anticipated.</p> <p>No.</p>

	successful bidder will be returned after the unconditional acceptance of the LOI/Letter of Award by the successful bidder.		
6	<p>Section III - General Conditions of the contract Clause 18 - Default by the Contractor and termination of contract in full or in part</p>	<p>Do the consultants also get the right to terminate the contract for non-payment of our fees within the agreed time period and levy penalty</p> <p>Do the consultants also get the right to terminate the contract change of laws/regulation due to which the services rendered becomes illegal as per clause 4(a) of our GBT</p>	No change in existing clause.
7	<p>Section III - General Conditions of the contract Clause 19 - Completion time and extension</p> <p>I. Time allowed for execution of the work as specified in the Contract or the extended time, if any, in accordance with those conditions shall be the essence of the Contract.</p> <p>II. The whole of the Works required to be completed shall be completed within the time period as specified in the Contract for the whole of the Works, calculated from the date of the Letter of Intent/Award or such extended time as may be allowed under this clause</p>	Is there any action plan strategy that NEEPCO will undertake to ensure that the data/information required for the project will be made available on time to avoid the delays?	Yes.

<p>8</p>	<p>Section III – General Conditions of the contract Clause 33 (vi –a) - Settlement of Disputes and Arbitration</p> <p>The Arbitrator appointed shall have no power to award interest on any claim referred to the Arbitration. No claims for interest or damages on whatsoever count will be entertained by NEEPCO with respect to any dispute, difference or misunderstanding between NEEPCO and the contractor</p>	<p>If the dispute is out of non-payment of fees or late payment of fees, interest is naturally a part of the award, bidder suggests that this clause should be deleted.</p>	<p>No change of the clause.</p>
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NOTE: No further clarifications /amendments to the NIT shall be made.