

**Response to Queries 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.	Page No. /Clause No. in Tender Document	Existing Clause /Reference	Bidder’s Query	Response of NEEPCO
1)	Page No. 9	TOR (i) To identify business objectives that reflects the interest of all beneficiaries / stakeholders	Pleas elaborate.	Business objectives include strategy for business expansion, Joint Venture, investment, human resources any other items of importance for fulfilling the business objectives.
2)	Page No. 5	Qualifying Requirement of the Bidder (point A.ii) <i>"End User Certificate and copies of Work Order shall be provided along with tender proposal (Techno Commercial Bid) to prove the qualification for meeting the above requirement".</i>	We do not possess End User certificate for all our past works. We will furnish work orders for all our credentials, but wherever we do not possess end user certificate, will a Statutory auditor certificate certifying completion of work suffice?	End User certificate / completion certificate is required. However, in case End User certificate cant be provided alongwith the Tender, the copy of Work Order & completion certificate from the Statutory Auditor will be accepted for evaluation purposes. In case, the Bidder is selected he has to submit the End User certificate.
3)	Page No. 9	Clause 3 (ii) under Terms of Reference <i>" The bidder is required to visit all 'functional' units of the Corporation for this purpose."</i>	Although the scope of ERM framework includes all units mentioned in the tender document on Page 8, however as far as visits to these units is concerned, does the scope include ONLY those units that are currently functional or projects under construction are also within the scope and are expected to be visited?	Projects under construction are also included in the scope.
4)	Page No. 20	Technical Capability criteria under Clause 19.2 (E) - <i>"Equipments/ use of Software:</i>	Need to understand the exact requirement of this technical capability assessment criteria.	Available Hardware (PC, Laptop etc.) with the Firm and Software available / to be applied in the job may be indicated.

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		<i>Software/PC/Server/ Architectural CAD facilities etc."</i>	For instance, would 'PC' means number of laptops or computers bidder will be using during the assignment?	
5)	Page No. 50	<u>Section 4 - Schedule IV</u> Details of major equipment/instrument/office equipment owned by the bidder	In our view, this information request is NOT APPLICABLE to a consulting services company like ours.	Schedule -IV is linked with Evaluation Criteria No.-E (Clause No. 19.2 E)at page No. 20.
6)	Page No. 52	<u>Section 4 - Schedule VI</u> Financial Data	1. What is the relevance of 2 columns under "CURRENT YEAR"? 2. We do not have any projected financial information for our company. In absence of this information, can we fill "NOT AVAILABLE / NOT APPLICABLE" for 'Projected For' and 'Next 2 years' columns in this schedule?	1. Schedule-VI of Section - 4 shall be amended and published in our Website www.neepco.gov.in 2. If projected financial information is not available, the relevant column may be filled up as "NOT AVIALABLE"
7)	Page No. 56-57	<u>Section 4 - Schedule VI</u> Financial Position of applicant - points 16, 17	Need clarity on what information is requested in "16. Amount of balance" and "17. Date of balance".	Schedule-VI of Section - 4 shall be amended and published in our Website www.neepco.gov.in
8)	Section –II 4.0 Qualifying Requirement of the Bidder A. TECHNICAL	(iv) The intending bidder should have experience during the last 3 years in preparation of Risk Management Policy in listed Companies/Public Sector Undertaking/Organisation of Repute & FORM – IV	As per Technical Qualification Clause the intending bidder should have experience during the last 3 years in preparation of Risk Management Policy in listed Companies/Public Sector Undertaking/Organisation of Repute Whereas in Form-IV Details of experience in the field of preparation of risk management policy in listed Company/PSU in preceding 10	

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			<p>years. Please clarify: (1) Whether preceding 10 years assignments of reputed organizations will be acceptable as Eligible Assignment? (2) Whether 1 assignment of preceding 3 years is sufficient for eligibility?</p>	<p>(1) Yes. (2) Yes.</p>
9)	SECTION-II 3.0 Terms of Reference	<p>(ii) To identify the Risks that threaten/hinders the achievement of business objectives including management system and business processes. The bidder is required to visit all functional units of the Corporation for this purpose. & (viii) To conduct risk awareness training & workshop.</p>	<p>(i) Please provide us the details of functional units of the Corporation. (ii) Please clarify whether the infrastructure for conducting training and workshops will be provided by the authority or by the bidder itself?</p>	<p>(i) As specified under clause No. 1.2 of Section – II. (ii) Training & Workshop may be conducted at the Existing Infrastructure available with the Corporation.</p>
10)	SECTION –II 7.0 EMD/Bid Guarantee	<p>EMD shall be submitted separately along with the Techno-Commercial Bid. The amount of EMD shall be Rs. 1,00,000.00 (Rupees One Lakh) only (Non-Refundable) in the form of a crossed Bank Draft/Banker's Cheque. The EMD of all Bidders except that of the successful bidder will be returned after the unconditional acceptance of the LOI/Letter of Award by the successful bidder.</p>	<p>Please clarify (1) Whether the EMD is refundable or Non-refundable. (2) If EMD is Refundable, whether it will be acceptable in the form of Bank Guarantee? Please accept the EMD in the form of Bank Guarantee.</p>	<p>(1) EMD is refundable. The EMD of all Bidders except that of the successful bidder will be returned after the unconditional acceptance of the LOI/Letter of Award by the successful bidder. (2) No. EMD is to be submitted in the form of Bank Draft.</p>

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11)	SECTION-III 3.0 PRICES	3.2 The bidders shall quote FIRM LUMP-SUM price only, no price escalation shall be allowed. The bidders shall clearly indicate the service tax and all other taxes, duties, levies, cess, as applicable separately as per rate applicable at the time of submission of the bid. Tax component shall be reimbursable at actual as per rate prevailing at the time of service rendered upon submission of documentary evidences. No other taxes & duties shall be payable to the consultant. <u>Prices shall be indicated both in figures and in words.</u>	Please clarify whether the out of pocket expenses such as travelling /lodging Boarding etc. will be included in the LUMSUM price or it will be reimbursable at actual.	<p>Only the Tax component shall be reimbursable at actual as per rate prevailing at the time of service rendered upon submission of documentary evidences.</p> <p>All other incidental expenses (out of pocket) is to be included in the LUMSUM price quoted.</p>
12)	5.0 of Section III PAYMENT TERMS	For Mobilization Advance	Considering the scope of work of the assignment we have to depute our dedicated team for the assignment. We therefore request you to kindly allow the Mobilization advance at least 10% on signing the Agreement.	The clause will remain same.

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13)	SECTION – III, Cl. No. 9	<p>FACILITIES TO OTHER CONTRACTORS</p> <p>The Contractor shall, in accordance with the requirements of the works as decided by the Engineer-in- Charge, afford all reasonable facilities to other contractors, engaged simultaneously on separate contracts, departmental labour and labour of any other properly authorized authority or statutory body which may be employed at site for execution of any work, not included in the Contract, in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties. The Contractor shall permit, without charge, the Corporation, any other contractor and any other properly authorized authority or statutory body to use any facilities constructed or acquired by the Contractor for use in the performance of the work under these specifications as are available, without any extra payment to the Contractor.</p>	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.
14)	SECTION – III, Cl. No. 10	<p>APPROACH TO WORK SITE</p> <p>I. The Contractor shall make his own arrangements at his own cost for getting access to the work sites. The Corporation would not be in any manner responsible for making any permanent or temporary access roads/trace paths/footpaths etc.</p> <p>II. Occasional obstruction to all access roads upgrading activities etc. are not ruled out. The contractor shall thus plan all transportation activities of men/ machineries / materials etc. suitably. No additional cost whatsoever or delay on account of such disruption shall be entertained by the Corporation.</p>	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.

15)	SECTION – III, Cl. No. 14	LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTION AND RECTIFICATIONS I. If the Contractor or his labour or sub-contractor injure, destroy or damage roads, fences, enclosures, water pipes, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the areas contiguous to the premises on which the work or any part of it is being executed or if any damage is caused during the work, the Contractor shall upon receipt of a notice in writing on that behalf from the Engineer-in-Charge, made the same good at his costs. II. If it appears to the Engineer-in-Charge or his Representative at any time during the work or prior to the expiration of the Defects Liability Period as specified elsewhere, that any work has been executed with unsound, imperfect, or unskilled workmanship, or otherwise not in accordance with the Contract or that any defect in assigned work, has taken place, the Contractor shall, upon receipt of a notice in writing on that behalf from the Engineer-in-Charge, forthwith rectify or remove or reconstruct the works so specified in whole or in part as the case may be, at his expense. III. If the contractor does not carry out his obligations under the above clauses, the Corporation shall do the rectification at the risk and cost of the contractor	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.
16)	SECTION – III, Cl. No. 15	CONTRACTOR’S LIABILITY AND INSURANCE I. From commencement to completion of the work(s), the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage or to minimise loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen, to the works or any part thereof, and all	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable.

		<p>Corporation's Plant, equipment and materials and shall at his own cost repair and make good the same.</p> <p>II. In the event of any loss or damage to the works or any part thereof or to any T&P or any material or articles at the site caused by "Force Majeure", the following provisions shall have effects:</p> <p>The contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged, taking to the Corporation's store such Corporation's T&P, articles and/or materials as may be directed.</p> <p>b. The contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the erection and completion of the works under and in accordance with the provisions and Conditions of the Contract; and</p> <p>c. There will be added to the contract sum, the net amount due, ascertained in the same manner, as for deviations, or as prescribed for payment, in respect of the re-execution of the works loss or damaged; the replacement of any T&P and of any materials and articles loss or damage, but not incorporated in the works on the day when the loss or damage occurred and the removal by the contractor as provided above of Corporation's T&P, articles and /or materials to the Corporation's store and of the debris and damaged works refer to therein and the compensation paid by him under any law for the time being in force, to any workman employed by him for any injury caused to him, or to the workman's legal successors for loss of the workman's life.</p> <p>III. Provided always that the contractor shall not be entitled to payment under the above provisions in respect of so much loss or</p>		<p>However, withdrawal of this clause is not contemplated.</p>
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		<p>damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage.</p> <p>IV. Without limiting the obligations and responsibilities under this Condition the Contractor shall insure his manpower, equipment, vehicles etc., to their full value against the risk of loss or damage from whatever cause arising other than “Force Majeure”. The Contractor shall also adequately insure against possible damages to third parties.</p> <p>V. Where the Corporation’s building or a part thereof is rented by the contractor, he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.</p> <p>VI. The contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, providing, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for/or in respect of /or to indemnify the Corporation against any compensation or damage the caused by “Force Majeure”.</p> <p>VII. Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities, insure against his liability for any material or physical damage, loss or injury which may occur to any property including that of</p>		
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		<p>X. The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge.</p> <p>XII. If the Contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be require to effect under the terms of the Contract then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due to which may become due to the Contractor or recover the same as a debt due from the Contractor.</p>		
17)	SECTION – III, Cl. No. 16	<p>Suspension of works The contractor shall, on the instructions of Engineer-in-Charge suspend the progress of the works or any part thereof for such time and in such manner as may be considered necessary. No compensation, except extension of time, would be admissible to the contractor for any stoppage/suspension of work ordered by the Engineer-in-Charge.</p>	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.
18)	SECTION – III, Cl. No. 18 II	The Engineer-in-Charge shall, on such termination of the Contract, have powers to take possession of:	Not applicable for the proposed scope of work which involves	This is a general condition of contract applicable to all types of works.

		<p>a. the site of work under the Contract as well as the land/premises allotted to the Contractor for his preliminary, enabling and ancillary works and</p> <p>b. also any materials, construction plant, equipment, implements, stores, structures etc. thereon.</p> <p>The Engineer-in-Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the Contractor. In such a case, the value of the work done through such agencies shall be credited to the Contractor at his Contract prices and the Contractor shall pay the excess amount, if any, incurred in completing of the works as aforesaid and as stipulated under sub-clause-(v) hereunder.</p>	<p>consultancy services and hence Bidder proposes this clause to be removed.</p>	<p>If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.</p>
19)	SECTION – III, Cl. No. 18 III	<p>Unless prohibited by law, the Contractor shall, if so instructed by the Engineer-in-Charge within 14 days of such entry and termination, assign to the Corporation the benefit of any agreement for the supply of any goods or material or services and/or for the execution of any work for the purposes of the Contract, which the Contractor may have entered into.</p>	<p>Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.</p>	<p>This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.</p>
20)	SECTION – III, Cl. No. 18 IV	<p>On termination of the Contract in full or in part, the Engineer-in-Charge may direct that a part or whole of such plant, equipment and materials, structures be removed from the site of work as well as from the land/premises allotted to the Contractor for his preliminary, enabling and ancillary works within a stipulated period. If the Contractor shall fail to do so within the period stipulated in a notice in writing by the Engineer-in-Charge, the Engineer-in-Charge may cause them to be sold, holding the net proceeds of such sale to the credit of</p>	<p>Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.</p>	<p>This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this</p>

		the Contractor, which shall be released after completion of works and settlement of amounts under the Contract.		clause is not contemplated.
21)	SECTION – III, Cl. No. 18 V	If the expenses incurred or to be incurred by the Corporation for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the works credited/to be credited to the Contractor, the difference shall be paid by the Contractor to the Corporation. If the Contractor fails to pay such an amount, as aforesaid, within 30 days of receipt of notice in writing from the Engineer-in-Charge, the Engineer-in-Charge shall be empowered to recover such amount from any sums due to the Contractor under this or any other contract or from his Security Deposit or otherwise.	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.
22)	SECTION – III, Cl. No. 18 VI	Also the Engineer-in-Charge shall have the right to sell any or all of the Contractor's materials, equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there may be any balance outstanding from the Contractor, the Engineer-in-Charge shall have the powers to recover the same in accordance with provisions of the Contract.	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.
23)	SECTION – III, Cl. No. 18 VII	All decision, actions of the Engineer-in-Charge under the clause as aforesaid shall be conclusive and binding on the Contractor.	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this

				clause is not contemplated.
24)	SECTION – III, Cl. No. 23	<p>SETTING OUT OF THE WORK</p> <p>I. The Contractor shall be responsible for carrying out the entrusted work by engaging all necessary instruments, appliances and labour.</p> <p>II. If, at any time during the execution of the Works, any error appears in any part of the Works, the Contractor, on being required so to do by the Engineer-in-Charge, shall, at his own cost, rectify such error to the satisfaction of the Engineer-in-Charge.</p> <p>III. The checking of any setting-out or of any line or level by the Engineer-in-Charge shall not in any way relieve the Contractor of his sole responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the Works.</p>	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.
25)	SECTION – III, Cl. No. 24	<p>URGENT WORKS</p> <p>If any urgent work (in respect of which, the decision of the Engineer-in-Charge shall be final and binding to the contractor) becomes necessary, the Contractor shall execute the same as may be directed.</p>	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.
26)	SECTION – III, Cl. No. 25	<p>PATENTS AND/OR COPYRIGHTS</p> <p>The Contractor shall hold and save the Corporation, its officers, agents, servants and employees harmless from liabilities of any nature or kind, including cost and expenses on account of any copyrighted composition, secret process, patented or un-patented invention, article or appliance manufactured or used in the performance of the Contract</p>	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	This is a general condition of contract applicable to all types of works. If the same does not have any

		including their use in the Corporation, unless otherwise specifically stipulated in the Contract. On any patented invention, the use of which by these specifications is required or permitted in the alternative to be used, and which the Government of India has the right to use, royalty free use shall be available to the Contractor without the payment of royalty. In the event of any claim being made or action brought against the Corporation in respect of any such matter as aforesaid, the Contractor with the assistance of the Corporation if required, but on his own expenses, conduct all negotiations for settlement of the same or any litigation that may arise there from.		impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.
27)	SECTION – III, Cl. No. 26	<p>LABOUR</p> <p>I. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.</p> <p>II. The Contractor and its sub-contractor shall at its expenses, ensure due compliance with all applicable and governing India Laws of the Central and State Governments and all other local authorities and shall keep NEEPCO harmless and indemnified in respect thereof.</p> <p>III. The Contractor and its subcontractor shall ensure due compliance with the provision of relevant Minimum Wages Act, Payment of Wages Act, Contract Labour (Regulation and Abolition) Act, Workmen’s compensation Act, Employees Provident Fund Act and other labour/industrial laws in force in India</p> <p>IV. Except as may be specifically provided in the contract, the contractor shall indemnify NEEPCO against all action, proceedings, claims, demands, costs and expenses whatsoever which may be made against him or in respect and/or arising out any failure by the</p>	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	This is a general condition of contract applicable to all types of works. If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.

		contractor, including its sub-contractors in the performance of his obligations under the contract		
28)	SECTION – III, Cl. No. 27	<p>TIME FOR PAYMENT AND INTEREST</p> <p>No claims for interest or damages will be entertained by the Corporation with respect to any money or balance which may be lying with the Corporation owing to any dispute, difference or misunderstanding between the engineer-in-charge on the one hand and the contractor on the other or with respect to any delay on the part of the engineer-in-charge making periodical or final payments or in any other respect whatsoever.</p>	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	<p>This is a general condition of contract applicable to all types of works.</p> <p>If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.</p>
29)	SECTION – III, Cl. No. 28	<p>RIGHT TO CHANGE LOCATION AND PLANS</p> <p>Based on selection of appropriate site, field data or otherwise, if it is desirable to change the location, or appurtenant services to conform to such conditions, the Corporation reserves the right to make such reasonable changes in the work and appurtenant works, as in the opinion of the Engineer-in-Charge, may be considered necessary or desirable. The Contractor shall accommodate any such reasonable changes in the services and appurtenant works, or any part thereof without additional cost to the Corporation.</p>	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.	<p>This is a general condition of contract applicable to all types of works.</p> <p>If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.</p>
30)	SECTION – III, Cl. No. 29	<p>CONTRACTOR’S RISK</p> <p>(i)The Contractor shall take upon himself the whole risk of executing the works and all materials obtained for the purpose of the Contract and all works executed shall be at his risk until a certificate of</p>	Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this	<p>This is a general condition of contract applicable to all types of works.</p>

		<p>completion of the works has been issued by the Corporation.</p> <p>(ii)The Contractor shall at his own cost make good to the satisfaction of the Corporation all damages, loss or injury that may happen to any portion of the Works from whatsoever cause arising and shall deliver up the Works complete and undamaged.</p>	<p>clause to be removed.</p>	<p>If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.</p>
31)	<p>SECTION III, Cl. No. 30</p>	<p>SAFETY SECURITY AND PROTECTION OF THE ENVIRONMENT</p> <p>(i) The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:</p> <p>a. have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Corporation) in an orderly state appropriate to the avoidance of danger to such persons,</p> <p>b. provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and</p> <p>c. take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.</p> <p>(ii)The Contractor shall at his own expenses arrange for the general safety provisions indicated in Appendix to these Conditions of Contract or as required by the Engineer-in-Charge, in respect of all</p>	<p>Not applicable for the proposed scope of work which involves consultancy services and hence Bidder proposes this clause to be removed.</p>	<p>This is a general condition of contract applicable to all types of works.</p> <p>If the same does not have any impact on the performance of the instant Consultancy Services, the same shall not be applicable. However, withdrawal of this clause is not contemplated.</p>

		<p>labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therein. In case the Contractor fails to make arrangements as aforesaid the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.</p> <p>(iii)If under Clause 18 of this Part the Corporation employs other Contractors for carrying out any work, who employ his own men for carrying out the bonafide works assigned to them, then the bidder shall ensure that:</p> <p>a.all persons entitled to be upon the Site have full and effective safety , and</p> <p>b.the Site is kept in an orderly state appropriate to the avoidance of danger to all such persons.</p> <p>(iv)If the Corporation deploys its own men at site, then the contractor shall ensure that all deployed persons shall have the same safety and avoidance of danger as mentioned at Clause 30 (iii) above.</p>		
32)	SECTION -III Cl. No. 17 (II)	The Contractor shall be paid at Contract rates for actual amount of the works executed at site.	The Bidder proposes this sub clause to be replaced with following: “Upon termination the Bidder shall be entitled to receive payments from the Client for the Services performed, work in progress and expenses incurred by it, till the date of such termination.”	Clause 17 stands deleted.
33)	SECTION	The Contractor shall take necessary steps to ensure that all persons	The Bidder proposes to	Clause will remain same.

	- III, Cl. No. 31 (ii)	employed on any work in connection with the Contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such works under the Contract.	add the following words in the end of the clause, "for a period of 3 years from the date of termination/expiration of the Contract."	
34)	SECTION - III, Cl. No. 33 (vi) (a)	A dispute with the Contractor (Indian or Foreign) shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (Act. No.26 of 1996) any Rules made there under and to such other order or orders, instructions issued by the Government of India from time to time in this connection. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by the Chairman & Managing Director of NEEPCO or by his duly authorised representative out of a Panel of names of three Arbitrators, proposed by him and selected by the Contractor. For the purposes of the sub-clause, the term "Contractor" means a contractor who is registered in India or Abroad and is a juristic person as well as Joint Venture between such a Contractor and a Foreign Contractor or two foreign Contractors.	The Bidder proposes that the Sole Arbitrator should be appointed mutually by the Parties rather than by the Chairman and Managing Director of NEEPCO.	Clause will remain same.
35)	SECTION - III, Cl. No. 33 (vi) (c)	No dispute or difference of opinion, whatever, shall be referable to the Arbitration after the expiry of period of six months from the date when such dispute or difference of opinion arises.	The Bidder proposes to replace "six months" with "three years", as this is time limit available under Limitation Act 1963 for recovery of dues.	Clause will remain same.