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नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लि.  
(भारत सरकार का उधम)



**NORTH EASTERN ELECTRIC POWER CORPORATION LTD.**

(A GOVT. OF INDIA ENTERPRISE)

**OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)**

**Brookland Compound, Lower New Colony, Shillong-793003**

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Corrigendum No. 3 dtd. 28.03.2019


To

NIB No. 306 dtd. 01.02.2019

for

Operation & Maintenance including Annual Planned Maintenance of 2 x 30  
MW Turrial Hydro Electric Plant in Kolasib District of Mizoram

The pre-bid meeting was held on 25/03/18. The Minutes of Meeting is attached hereto for information of all prospective bidders.

  
28/03/19

General Manager (C)  
I/c Contracts & Procurement  
NEEPCO Ltd



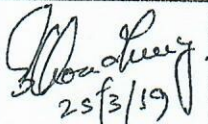


**पंजीकृत कार्यालय: ब्रुकलैंड कम्पाउंड, लोअर न्यू कॉलोनी, शिलांग-793003**

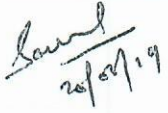
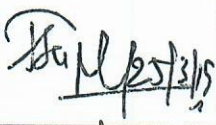
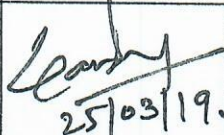
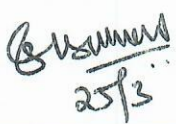
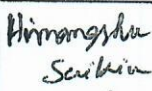

**REGISTERED OFFICE: BROOKLAND COMPOUND, LOWER NEW COLONY, SHILLONG-793003**

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CIN - U40101ML1976GOI001658

**MINUTES OF PRE-BID MEETING AGAINST NIB NO.306 FOR OPERATION & MAINTENANCE OF TUIRIAL H.E. PROJECT  
HELD ON 25.03.2019 AT BIDDING-CUM-CONFERENCE ROOM IN THE O/O THE ED(C&P), NEEPCO LTD., SHILLONG-793003**

<b>NEEPCO LTD</b>		
<b>Sl. No.</b>	<b>Name of Officers</b>	<b>Signature</b>
1	Sri S.Goswami, GM(C), i/c C&P, Shillong	 25/03/19
2	Sri A.K. Das, DGM(Fin), Shillong	 25/3/19
3	Smt. B. Choudhury, DGM(E/M), O&M, Shillong	 25/3/19
4	Sri J. Roy, Sr. Mgr.(E/M), O&M, Shillong	 25/3/19
5	Smt. R. Laloo, Sr. Mgr. (E/M), C&P, Shillong	 25/3/19

<b>Participating Bidders</b>		
<b>Sl. No.</b>	<b>Name of Representatives</b>	<b>Signature</b>
1	<b>M/S VOITH HYDRO</b>	
(a)	Sri Saurabh Gupta, Manager Cont.No.9971122309	 25/03/19
2	<b>M/S ANDRITZ O&amp;M</b>	
(a)	Sri TSV Prasad Varma, GM Cont.No.8506870636	 25/3/19
(b)	Sri Atulya Pandey, Team Member Cont. No.9958484144	 25/03/19.
3	<b>M/S PES Engineers Pvt. Ltd.</b>	
(a)	Sri A. Suresh Kumar, Project Manager Cont. No.9959999450	 25/3
4	<b>M/S Hydromagus Pvt. Ltd.</b>	
(a)	Sri Himangshu Saikia, Representative Cont. No.7399763909	 Himangshu Saikia
(b)	Sri Neil Sootinck Representative Cont. No.9436103685	

NIB No. 306 dtd 01.02.2019		Statement of Pre-bid queries and clarifications			Annexure – II
SN	Query From	Clause Ref	Clause as per Bid Document	Bidder's Query	NEEPCO's clarification
1	M/s PES Engineers Pvt Ltd	Cl. 3.1.2 of DNIB	If a bidder (Individual/firm/Company) fulfilling <b>condition (c)</b> fails to simultaneously fulfil conditions (a) <b>or (b)</b> mentioned at 3.1.1, may form Joint Venture or Consortium with another Individual/firm/Company having credentials to fulfil condition (a) <b>or (b)</b> to collectively fulfil combination of conditions (a) and (c) or combination of conditions (b) and (c) to qualify for participation in the Bid. In such JV/Consortium, the partner fulfilling conditions (c) shall be termed as LEAD PARTNER and the partner fulfilling conditions (a) or (b) shall be termed as OTHER PARTNER.	A firm which qualifies as per Sr.no.3.1.1 (c) cannot find partner to form Joint venture or Consortium with such firms which meet technical criteria as per Sr.no.3.1.1 (a) or as per Sr.no.3.1.1 (b). This is because the firms which meet technical eligibility criteria by themselves, need, not require /not at all interested to form JV / consortium. Thus the firms which fulfil Sr.no.3.1.1 (C) will not be able to find a firm / company to form JV / consortium as per this technical eligibility condition.	<b>Bid condition shall prevail</b>
2	M/s PES Engineers Pvt Ltd	3.1.1(a)	Executed Operation and Maintenance work involving Mechanical, Electrical and C&I equipment/ system and all other auxiliary equipments and Hydro–Mechanical system in at least 1 (one) Hydro Electric Power Plant of any Government / Public Sector Enterprises with minimum installed capacity of 50MW and unit size of 25 MW for at least 2 (two) years during last 7 (seven) years ending on 31 <sup>st</sup> Jan'19.	The Operation of Mechanical, Electrical and C&I equipment / system and all other auxiliary equipment and Hydro mechanical system in Hydro power plants of all Govt/Public sector Enterprises Hydro power plants were carried out by Owner itself till now and recently for the past two years at Sardar Sarovar Hydro Electric Project (O&M) Unit started placing biennial Job Contract for providing for Operation of hydro power plant”  Further few of the hydro power plants commissioned on private sector during last couple of years were Operated & Maintained by the Hydro power plant supplier itself and this was an integral agreement had by private owner initially at the time of placing supply order and one firm/ company might be executing Operating and Maintaining Hydro power plant.	<b>Bid condition shall prevail</b>

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				Thus, only two entities may meet the eligibility criteria "Operation work involving Mechanical, Electrical and C&I equipment /system and all other auxiliary equipment" resulting in very limited participation in the subject bid thus depriving sufficient competition .This is our observation please.	
3	<b>M/s PES Engineers Pvt Ltd</b>	3.1.1(b)	Manufacturer of hydro generating units and shall have supplied Hydro Turbine-Generating sets with all related auxiliaries to any Hydro Project of Government / Public Sector Enterprises having minimum installed capacity of 50 MW and minimum unit size of 25 MW which must have been commissioned during last 7 (seven) years ending on 31 <sup>st</sup> Jan'19 and is in successful operation as on the date of bidding.	Manufacture supplies the equipment and installation is carried out by outsourcing to an agency appointed either by the Manufacturer or Owner. Till now no manufacturer has carried out Installation of TG equipment by directly engaging technicians & manpower and no manufacturer has executed day to day maintenance works, Annual planned maintenance works & Repair works on machine directly except one company and this manufacturer does not have full-fledged team for attending these works in power house. Since 'operation & day to day maintenance including APM service' of a hydroelectric plant and 'manufacture of hydro generating units are very different type of activity, qualifying an entry for day to day operation & maintenance including APM service of a hydro power plant based solely on their manufacturing experience does not appear to be justified.	<b>Bid condition shall prevail</b>
4	<b>M/s PES Engineers Pvt Ltd</b>	3.1.1(c)	Executed erection, testing and commissioning work involving Mechanical, Electrical and C&I works and all other auxiliary equipments in at least 1 (one) Hydro Electric Power Plant of any Government / Public Sector Enterprises with minimum installed capacity of 50 MW and	If a Bidder (individual/firm/Company) executed erection, testing and commissioning work involving Mechanical, Electrical and C&I works and all other auxiliary equipment in at least 1 (one) hydroelectric power plant of any Government/ public sector enterprises with minimum installed	<b>Bid condition shall prevail</b>

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			<p>minimum unit size of 25 MW which must have been commissioned during last 7 (seven) years ending on 31<sup>st</sup> Jan'19, and is in successful operation on the date of bidding.</p>	<p>capacity of 50 MW which must have been commissioned during last 7(seven) years ending on 31<sup>st</sup> Jan 2019 and is in successful operation on the date of bidding, then, <b>this bidder can be given an opportunity to form</b> Joint Venture or consortium with the firm who executed Day to Day Maintenance works , APM works of minimum installed capacity of 50 MW Power house and minimum unit size of 25 MW which must have been commissioned during last 7(seven) years ending on 31<sup>st</sup> JAN 2019 in case bidder (individual / firm/ company) does not possess Day to Day Maintenance including APM works criteria.</p> <p><b>Request to amend the sr. no. 3.1.1(C), page no.10 of 179 of NIB as below:-</b></p> <p>i) "Executed Erection, Testing and Commissioning work involving Mechanical, Electrical and C&amp;I works and all other auxiliary equipment in at least 1(one) hydro power electric power plant of any Government/public sector enterprises with minimum installed capacity of 50MW and minimum unit size of 25MW which must have been commissioned during last 7(seven) years ending on 31<sup>st</sup> Jan 2019 and is in successful operation on the date of bidding <b>AND</b></p> <p>ii) Executed Day to Day Maintenance including Annual Planned Maintenance work involving Mechanical, Electrical and C&amp;I equipment/system and all other auxiliary equipment in at least 1(one) hydro power plant of any Government/public sector</p>	



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				<p>enterprises with minimum installed capacity of 50MW and minimum unit size of 25MW for at least 2(two) years during last 7(seven) years ending 31<sup>st</sup> Jan 2019 <b>AND</b></p> <p>iii) Executed Erection, Testing and commissioning works involving Hydro Mechanical Equipment including Spillway gates, Draft tube gates, Intake gates and other auxiliary equipment in at least 1(one) hydro power electric poser plant of any Government / public sector enterprises with minimum installed capacity of 50MW and minimum unit size of 25MW which must have been commissioned during last 7(seven) years ending on 31<sup>st</sup> Jan 2019 and is in successful operation on the date of bidding.</p> <p><b>Request to amend the sr. no. 3.1.2 &amp; sr. no. 3.1.3, page no. 10 of 179 of NIB as below:-</b></p> <p>If a bidder (individual / firm / Company) not meeting all the three (I, ii, iii) criteria of Condition Sr. no. 3.1.1(c) above fully may form Joint Venture or Consortium with another Individual / firm/ Company to meet all the three criteria of Condition Sr. no. 3.1.1(c) above.</p> <p>The reason for us to approach NEEPCO with the above specific request for amending the Technical Eligibility Criteria is to have wider participation in bidding for the subject work by giving an opportunity to those who have executed Installation works of TG sets for the past two decades and those who have executed Day to Day maintenance, APM works, capital maintenance works in power houses for over a decade with</p>	

NIB No. 306 dtd 01.02.2019		Statement of Pre-bid queries and clarifications			Annexure – II
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				various state electricity boards, state/ central power corporations and to prevent limiting the completion to one or two bidders only.	
5	M/s PES Engineers Pvt Ltd	24.3, ITB, Section-II	Marking Criteria	We also requesting NEEPCO to review the Marking Criteria given under sr. no. 24.3 SECTION-II (page no. 37 of 179 to page no. 43 of 179) against Techno-commercial Evaluation Criteria as the marking procedure seems to be biased in favour of manufacturers. Since this is a bid for carrying out day to day operation & maintenance including APM service of a hydroelectric plant and not a bid for supply of equipment by a manufacturer it is our humble request that the maximum marks are be amended suitably in consonance with the scope of work.	For marking criteria, bid condition shall prevail.
6	M/s PES Engineers Pvt Ltd	24.6 of ITB, Section-II	<p>The Price Bid scores of all the bids will be computed as follows:</p> $P = 100 \times B_{min} / B$ <p>Where,  “Bmin” is the lowest bid received as per quoted price in Price Schedule(BOQ1)  “B” is the bid price of the bidder as per quoted price in. Price Schedule(BOQ1)  The bidders will be ranked according to their combined Techno-Commercial (TC) score as per Cl. 24.3 and Price Bid (P) scores as above using a weight of 70% for techno-commercial bids and 30% for price bids. Overall Ranking (R) shall be calculated as under:</p> $R = TC \times 0.70 + P \times 0.30$ <p>The bidders securing the highest Ranking (R) shall be the successful bidder and so on. If</p>	<p>We find as per the Sr. no. 24.2, Section II, page no. 44 of 179 for techno-commercial part weightage shall be 70% &amp; for price part weightage shall be 30% and for opening of price bid, Bidders would need to scope at least 50% of maximum marks in each item of Cl. 24.3 above along with overall 60% of total score for technical qualification, we request NEEPCO to amend the sr. no. 24.6 as per the following formula for calculating Overall Ranking @:</p> $R = TC \times 0.50 + P \times 0.50$ <p>The Bidder securing the highest ranking (R) shall be the successful bidder and so on. If bidder obtain same combined score, the contract shall be awarded to the bidder whose techno-commercial score is highest. The above</p>	NEEPCO shall publish clarification subsequently.

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			bidders obtain same combined score, the contract shall be awarded to the bidder whose techno-commercial score is highest.	is our humble request for issuing of amendment.	
7	M/s PES Engineers Pvt Ltd	Cl 13, Section- IIIB	<p>SECURITY</p> <p>The Contractor shall have total responsibility for safety and security of all equipment, materials and work in his custody and under erection by him at site. The Contractor shall, at his own cost, make suitable security arrangement, including employment of security personnel, to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and losses from commencement to the completion of work. All material of the Contractor shall enter and leave the project site only with the written permission of the Engineer-in-charge in the prescribed manner.</p>	<p>As per this clause we find the Contractor shall, at his own cost make suitable arrangement, including employment of security personnel, to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and losses from commencement to the completion of works.</p> <p>But as per Sr. no. 4.4, Section-IV, page no. 42 of 179, Security shown under NEEPCO's responsibility. Please clarify the detailed scope limit on security personnel deployment and number of security personnel to be accounted under Contractor's scope if to be included.</p>	Security of equipment, materials and work within the project area and under the scope of the contract shall be Corporation's responsibility.
8	M/s PES Engineers Pvt Ltd	Cl 2.2(xix), Section- IV	Under normal conditions, the maintenance personnel will be working in day shift. However, in the event of a breakdown maintenance or emergency requirement of preventive maintenance, the maintenance personnel will be required to attend to the same, irrespective of working hours.	Please clarify whether the number of working hours deployed by maintenance personnel beyond normal working of eight, considered for extra payment as per man day rates of skilled and unskilled manpower on actual deployment basis AND Double the man hour rate basis is considered for extra payment.	<b>Bid condition shall prevail. No extra payment shall be made for services rendered under this clause.</b>
9	M/s PES Engineers Pvt Ltd	Annexure-II, Section- IV	Minimum manpower requirement	<p>i) As per the Sr. No. B – Operation of Powerhouse and Switchyard, the total manpower listed under Sub-Total B shown as 33 in number, but the total listed is 30 in number. Please clarify this.</p> <p>ii) The total number of manpower computed at Sub Total B, under Sr. no. B – Operation of</p>	<p>i) In Annexure-II, Section-IV, the no. of Electrician under Sl. B may be read as 6(six) instead of 3(three).</p> <p>ii) The manpower listed as per Sl B(33 Nos) are for round the clock operation</p>

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				<p>Power House and Switchyard is the maximum number of personnel to be posted and is this number of manpower including the manpower who avails weekly off (maximum six working days) OR this manpower excluding the manpower to be deployed additionally to cover the manpower who avails weekly off after presenting six days in continuity. Please clarify this.</p> <p>iii) As per the Sr. no. C – Maintenance in power hose, switchyard, HM gates and Transformer maintenance, housekeeping of PH premises works is the maximum number of personnel to be posted and is this number of manpower including the manpower who avails weekly off (maximum six working days) OR this manpower excluding the manpower to be deployed additionally to cover the manpower who avails weekly off after presenting six days in continuity. Please clarify this.</p>	<p>of the Power Station, SY, HM gates. The is minimum guaranteed manpower requirement. The Contractor to manage their manpower duly observing statutory rules and regulations. In this connection, the prospective bidders may refer cl. no. 4.2 of Section-IV, page-32 of 179.</p> <p>iii) The working days in a week will be 6(six) days. However, clause No. 2.2-xix of section-IV Page -30 shall prevail.</p>
10	M/s PES Engineers Pvt Ltd	Cl. 2.2 (xii) Section-IV	For housekeeping of the powerhouse premises, SY control room and spill way radial gates/DG sets rooms are to be maintained neat and clean for which at least 4(four) nos. of unskilled manpower shall be engaged by the contractor on daily basis without fail.	Housekeeping of powerhouse premises, SY control room and spillway radial gates / DG sets rooms are to be maintained by four unskilled workmen daily basis. Please clarify whether these four un skilled manpower is included under the Unskilled worker as listed under Sub-total C given at page no. 38 of 179, Annexure II, Section –IV or to be considered in addition to Unskilled worker – 15 in number listed. Please clarify.	The required unskilled worker for housekeeping is included in the 15 Nos of unskilled worker considered under Sl. C of Annexure-II, Section-IV, Page No. 38.
11	M/s PES Engineers Pvt Ltd	Cl 11.6, ITB,	A pre-bid conference amongst the intending bidder may be held, if felt necessary by the Purchaser, for clarifying the bidders queries,	We, request NEEPCO to call for a pre-bid meeting at an early date so that clarification/conformation	Pre-bid meeting held on 25/03/2019

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		Section-II	prior to the submission of the Techno-Commercial bids, where decisions of the Purchaser shall be final and binding. <b>However, queries should reach not later than 3 (three) days prior to the date fixed for pre-bid meeting</b>	on the above along with other bidders' queries are answered	
12	<b>M/s PES Engineers Pvt Ltd</b>	Annexure - II Section - IV	MAN POWER REQUIREMENT	Line no 3 given under MAN POWER REQUIREMENT - Annexure - II ,Section -IV of Bid document which read as " However, the guaranteed manpower given in Data Sheet-12 shall not be less than the minimum manpower requirement mentioned below; Whereas in Data sheet -12 (Page 80 of 179, section -VI given in bid doc) as "List of Tools and Consumables to be supplied by the Contractor to maintain during the contract period at site:  Please clarify the above.	In line no 3, "Data Sheet-12" may be read as "Data Sheet - 3"
13	<b>M/s PES Engineers Pvt Ltd</b>	Cl. No.5.3, Page no.33 of 179, Section-IV	Penalty for non-achievement of Targeted Availability	Please refer to Sr.No.5.3, Page no.33 of 179, Section-IV of Bid document which reads “: The Contractor shall ensure Station availability of 95% in each month, failing which penalty will be imposed at the rate of 1% of monthly contract price for each 1% drop in availability below the targeted availability of 95%.” As per this clause, we find there is no limit on Penalty imposed for non -achievement of Targeted Availability in each month. We request NEEPCO to limit the Penalty amount to maximum up to 5 % (five percent) of monthly contract price.	Bid Condition shall prevail

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14	M/s PES Engineers Pvt Ltd	Cl. No. 3.1.1(b) of Section-I	Manufacturer of hydro generating units and shall have supplied Hydro Turbine-Generating sets with all related auxiliaries to any Hydro Project of Government / Public Sector Enterprises having minimum installed capacity of 50 MW and minimum unit size of 25 MW which must have been commissioned during last 7 (seven) years ending on 31st Jan'19 and is in successful operation as on the date of bidding.	Manufacturer of hydro generating units and shall have supplied Hydro Turbine-Generating sets with all related auxiliaries to any Hydro Project of Government / Public Sector Enterprises / <b>Private Sector</b> having minimum installed capacity of 50 MW and minimum unit size of 25 MW which must have been commissioned during last 7 (seven) years ending on 31st Jan'19 and is in successful operation as on the date of bidding.	Bid condition shall prevail
15	M/s PES Engineers Pvt Ltd		Executed erection, testing and commissioning work involving Mechanical, Electrical and C&I works and all other auxiliary equipments in at least 1 (one) Hydro Electric Power Plant of any Government / Public Sector Enterprises with minimum installed capacity of 50 MW and minimum unit size of 25 MW which must have been commissioned during last 7 (seven) years ending on 31st Jan'19, and is in successful operation on the date of bidding.	Executed erection, testing and commissioning work involving Mechanical, Electrical and C&I works and all other auxiliary equipments in at least 1 (one) Hydro Electric Power Plant of any Government / Public Sector Enterprises / Private Sector with minimum installed capacity of 50 MW and minimum unit size of 25 MW which must have been commissioned during last 7 (seven) years ending on 31st Jan'19, and is in successful operation on the date of bidding.	Bid condition shall prevail
16	M/s PES Engineers Pvt Ltd	CL.No: 3.1.3 of DNIB	If a bidder (Individual/firm/Company) fulfilling condition (c) fails to simultaneously fulfil conditions (a) or (b) mentioned at 3.1.1, may engage a sub-contractor (Individual/firm/Company) having credentials to fulfil condition (a) or (b) to collectively fulfil combination of conditions (a) and (c) or combination of conditions (b) and (c) to qualify for participation in the Bid. In such case the bidder shall submit an undertaking signed by the proposed sub-contractor that it shall perform the scope of O&M works indicated in the NIB as a	As the contract is called for 100% operation and maintenance of Turbine & Generator sets and associated switch yard and since we have experience in day to day maintenance only, as such qualifying partially for "a" as per tender specification i.e. <b><i>"Operation and Maintenance work involving Mechanical, Electrical and C&amp;I equipment/ system, all other auxiliary equipments"</i></b> and fully qualifying for "C" i.e. <b><i>"Executed erection, testing and commissioning work involving Mechanical, Electrical and C&amp;I works and all other auxiliary equipments"</i></b> .	Bid condition shall prevail. In such case the bidder shall submit an undertaking signed by the proposed sub-contractor that it shall perform the relevant scope of works indicated in the NIB as a sub-contractor in the event of award of the work to the bidder. Bidder shall submit Data Sheet-11 for proposed sub-vendor/contractor along with

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			sub-contractor in the event of award of the work to the bidder.	<p>Here we wish to inform you that, to fulfil the eligibility criteria, instead of forming JV / Consortium, we would like to identify a firm / company who have an experience in Operation work involving Mechanical, Electrical and C&amp;I equipment/ system and all other auxiliary equipment in a Hydro power plant and propose to have an internal agreement with such an agency who will perform all operation works inside power house as subcontractor to us in case if our bid be successful. Thus, we propose to submit bid in the name of us with an internal agreement with an agency who meets the eligibility criteria as given in operation of hydropower plant to full fill the eligibility criteria as given in sr.no. 3.1.3 ( a) jointly by us.</p> <p>We request a conformation from your end on the above proposal made by us to submit the Bid in the name of us individually furnishing a letter of association with an agency having experience in operation of hydro power plant who will be worked as sub-contractor.</p>	full credential as per requirement with qualification and experience to assess their acceptance.
17	M/s PES Engineers Pvt Ltd	Cl.No. 24.3 of Section-II	Marking Criteria:	We also request you to consider granting equal marks as that of bidder having eligibility criteria (a) & (b) i.e. 30 marks to that of bidder having eligibility criteria of (a) & (c).	Bid Condition shall prevail
18	M/s PES Engineers Pvt Ltd	Cl. 11.2 of Section-II	Clarification on bid document	It is requested to call for a pre bid meeting at the earliest to get clarified for all the query	Pre bid meeting held on 25/03/2019

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19	M/s Voith Hydro	Cl. 12.2, Section- IIIA	The in-house expert/engineer of the Contractor should report at site within 48 (forty eight) hours after occurring any major fault in specified field which are not resolved by the guaranteed manpower. In the event, the time for deployment is longer than the above, penalty for short fall in manpower @ INR 1500/- (Rupees One Thousand, Five hundred) shall be applicable per person per hour beyond 48 hours. However, this penalty will not be applicable for delay in deployment due to "Force Majeure" conditions.	We request to modify the clause as below: In the event, the time for deployment is longer than the above, penalty for short fall in manpower @INR 500/- (Rupees five hundred) shall be applicable per person per hour beyond 48 hours. However, this penalty will not be applicable for delay in deployment due to "Force Majeure" conditions. The maximum penalty on account of delay in deputation of in-house expert/engineer shall not exceed 2% of the monthly contract value for that year.	Bid condition shall prevail
20	M/s Voith Hydro	Cl.30, Section- IIIA	<b>Limitation of Liabilities:</b> The final payment to the Contractor shall be released after fulfillment of all contractual liabilities and responsibilities of the Contractor	Referring to other tender (extract attached) of NEEPCO, Limitation of Liability Clause is part of NEEPCO's Tender - Commercial Clauses. Based on above, please add below in existing clause:  The Contractor shall not be liable to the Employer, whether under the Contract, in tort or otherwise for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs.  The Aggregated liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract price.	NEEPCO shall publish clarification subsequently.

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SN	Query From	Clause Ref	Clause as per Bid Document	Bidder's Query	NEEPCO's clarification
21	M/s Voith Hydro	Cl.23, Section- IIIB	No claim 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 in making periodical or final payments, or in any other respect whatsoever provided the delay contemplated herein above shall not be unreasonable.	We request to delete this clause. Contractor shall be liable for claim for delayed payment in case the reasons of delayed payments are not attributable to the direct default of the Contractor	Bid condition shall prevail
22	M/s Voith Hydro		New Clause:: Suspension & termination by Contractor	<p>We seeks to add the following clause:</p> <p>Upon prolonged suspension for more than 30 days or in case of inordinate delays in payments, the Contractor shall have the right to terminate the Contract by giving a notice of 28 days and recover from the Purchaser all dues, prices, cost and expenses and claim towards commitments already made by the Contractor for equipments yet to be supplied.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to an extension of time for any such delay, if completion is or will be delayed and payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.</p>	Additional clause not acceptable

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SN	Query From	Clause Ref	Clause as per Bid Document	Bidder's Query	NEEPCO's clarification
23	M/s Voith Hydro	Cl. 3.5, Section-I, DNIB	The bidder should have in house experts/engineers to attend major trouble shooting and restoration in following fields: a. At least 1(one) Engineer in the field of MAX DNA control & SCADA system alongwith SEE and DVR with at least 3(three) years of experience in the field.	At least 1(one) Engineer in the field of MAX DNA control & SCADA system alongwith SEE and DVR OR any other (PCS7/TIA Portal) control & SCADA system alongwith SEE and DVR with at least 3 (three) years of experience in the field.	Bid condition shall prevail
24	M/s Voith Hydro	Cl. 3.5, Section-I, DNIB	The bidder should have in house experts/engineers to attend major trouble shooting and restoration in following fields: b. At least 1(one) Engineer in the field of HMC & MAX DNA based control system EHGC with at 3(three) years of experience in the field	At least 1(one) Engineer in the field of HMC & MAX DNA based control system EHGC or any HMC & other system (PCS7/TIA Portal) based control system EHGC with at least 3(three) years of experience in the field.	Bid condition shall prevail
25	M/s Voith Hydro	Cl 24.1.3 (1)	Expert/Engineer in the field of MAX DNA control & SCADA system alongwith SEE and DVR	Expert/Engineer in the field of MAX DNA control & SCADA System or any other (PCS7/TIA Portal) control & SCADA system alongwith SEE and DVR.	Bid condition shall prevail
26	M/s Voith Hydro	Cl 24.1.3 (2)	Expert/Engineer in the field of HMC & MAX DNA control EHGC	Expert/Engineer in the field of HMC & MAX DNA control & EHGC or any HMC & other system (PCS7/TIA Portal) based control system EHGC.	Bid condition shall prevail
27	M/s Voith Hydro	Cl.No 2.1.1, Section-IV	The contractor's scope of works shall include round the clock operation of all equipment and systems of the Plant in 3 (three) shifts. For this purpose the contractor shall adequately man the operation services with requisite personnel having necessary experience in similar type of job	Please clarify, how minimum manpower (68 Nos.) will be deputed in 3 shifts.	Bidder may refer to clauses 2.1, 2.2, 4.2, of Section-IV (Page-28 & 32) and Annexure-II, Section-IV (page-38) of bid document.

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SN	Query From	Clause Ref	Clause as per Bid Document	Bidder's Query	NEEPCO's clarification
28	M/s Voith Hydro	Cl. No. 5.2, Section-IV	<b>Penalty for shortfall of manpower:</b> The contractor shall maintain records of availability of manpower on daily basis and submit the same to the Engineer in Charge for authentication. From such statement the overall shortage of man days in the month shall be calculated. In the event such manpower deployment falls below 90% of guaranteed manpower, penalty shall be imposed @ 1.0% of the monthly contract price for that year for each 1% drop of part thereof.	We request you to add: The maximum penalty on account of shortfall of manpower shall not exceed 4% of the monthly contract price for that year.	Bid condition shall prevail
29	M/s Voith Hydro	Cl. No. 5.3, Section-IV	<b>Penalty for non-achievement of Targeted Availability:</b> The contractor shall ensure Station availability of 95% in each month, failing which penalty will be imposed at the rate of 1% of monthly contract price for each 1% drop in availability below the target availability of 95%.	Request to add The maximum Penalty for non-achievement of Targeted Availability shall not exceed 4% of the monthly contract price for that year.	Bid condition shall prevail
30	M/s Voith Hydro	Cl. 12.2, Section-III A & Cl. 5.2 & 5.3, Section-IV	<b>Delay in deployment of In-house expert:</b> The in-house expert/engineer of the Contractor should report at site within 48 (forty eight) hours after occurring any major fault in specified field which are not resolved by the guaranteed manpower. In the event, the time for deployment is longer than the above, penalty for short fall in manpower @ INR 1500/- (Rupees One Thousand, Five hundred) shall be applicable per person per hour beyond 48 hours. However, this penalty will not be applicable for delay in deployment due to "Force Majeure" conditions	The aggregate penalty on account of delay in deployment of additional experts during major fault, on account of shortfall of manpower and for non-achievement of Targeted Availability shall not exceed 10% of the monthly contract price for that year.	Bid condition shall prevail

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31	M/s Andritz O&M Pvt Ltd	Cl. No. 8, Section-II	The Contract shall remain valid for 2(two) years from the date of mobilization at site by the Contractor. The Contractor shall mobilize within 30 days from the date of issuance Letter of Intent (LOI). The Corporation may consider to extend the period of contract beyond 2(two) years if the performance of the successful bidder is found satisfactory	The Contract period shall be extended for minimum ten(10) years viewing the site establishment and infrastructures for man and material of the Contractor	Bid condition shall prevail
32	M/s Andritz O&M Pvt Ltd	Cl. A 2.03, Section-A/Section-III B	SECTION–A: CONTRACTOR'S LABOUR REGULATIONS AND LABOUR WELFARE  ACCOMMODATION FOR LABOUR: The Contractor shall, during the progress of the works, provide, erect and maintain necessary living accommodations and ancillary facilities for labour at his own expenses and to standards and scales as approved by the Engineer-in-Charge	Residential accommodation with water to the Contractor shall be provided by the Purchaser free of cost as per requirement submitted by the Contractor	Bid condition shall prevail
33	M/s Andritz O&M Pvt Ltd	Cl. 11.1 Sec IIIA	<b><u>Insurance and Indemnity</u></b> NEEPCO will arrange Insurance for all the properties of NEEPCO against this work. However, it will be the responsibility of the contractor to arrange insurance for all his manpower, machineries, T&P, vehicle etc. deployed by him at his own cost and settle all such Insurance matters by themselves. In the event of any loss or damage, it shall be the responsibility of contractor to lodge the claim with insurer and Contractor shall put his best effort with the insurer for early settlement of the claim. The said insurance shall be valid from the Date of commencement upto the Date of Completion period of the contract.	Please modify the clause after 1 <sup>st</sup> line “NEEPCO shall arrange Property All-Risk and Machinery breakdown insurance alongwith a business interruption insurance. These insurances shall name the Contractor and its sub-contractor of any tier as co-insured with a waiver of subrogation against them.” NEEPCO shall take and maintain General Liability Insurance Policy with a waiver of subrogation against the Contractor and its sub-contractor of any tier. “The copies of the policies shall be duly provided to the contractor”.	Bid condition shall prevail.



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SN	Query From	Clause Ref	Clause as per Bid Document	Bidder's Query	NEEPCO's clarification
34	M/s Andritz O&M Pvt Ltd	Cl. 11.2 Sec IIIA	<p><b>Insurance and Indemnity</b></p> <p>In case of damage of any property of NEEPCO, immediate intimation shall be given by the contractor to Engineer-in-Charge for Insurance purposes. If no such intimation is received in due time and claim becomes time barred, Corporation will recover such damages from the bills of the contractor.</p> <p>In case the Contractor fails to arrange the Insurance as mentioned above against any or all insurable risks, the Contractor shall be liable for loss or damage arising from such events or causes</p>	Please delete "against any or all insurable risks"	Bid condition shall prevail.
35	M/s Andritz O&M Pvt Ltd	Cl. 20 (iii), b(i), Sec IIIA	<p>Arbitration:</p> <p>Any dispute in respect of which</p> <p>a. The decision, if any, of the Engineer-in-Charge has not become final and binding pursuant to Sub-clause 20(i) and</p> <p>b. Amicable settlement has not been reached within the period stated in Sub-clause 20(ii) shall be finally settled, unless otherwise specified in the contract as below:</p> <p>(i) A dispute with an Indian Contractor shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) and its subsequent amendments from time to time and 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</p>	Please delete this line and add "The Arbitration Tribunal shall consist of a Sole Arbitrator to be jointly appointed by Contractor & NEEPCO."	Bid condition shall prevail.

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			appointed by the Chairman and 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 "Indian Contractor" means a Contractor who is registered in India and is a juristic person created under Indian law as well as Joint Venture between such a Contractor and a Foreign Contractor		
36	M/s Andritz O&M Pvt Ltd	Cl. 30, Sec IIIA	<p><b>LIMITATION OF LIABILITIES:</b> The final payment to the Contractor shall be released after fulfillment of all contractual liabilities and responsibilities of the Contractor.</p>	<p>Please add the following:</p> <p>1.1 Neither Party shall be liable to the other, for any loss of profit or revenue, loss of use, loss of production of power, loss of business, loss of anticipated saving, cost of substitute equipment, facilities, services or replacement power, loss or reduction or incentive and/or subsidy, loss of contracts, in each case whether foreseeable or not or any special, exemplary or punitive damages, indirect or consequential losses suffered by the other Party howsoever and whensoever arising. The exclusion of liability set forth in this sub-clause includes claims of the Purchaser's customers and the Contractor's subcontractors for any of the listed types of damages and losses.</p> <p>1.2 Notwithstanding to anywhere else mentioned in the Contract, the Parties agree that the risk of loss or damage to the Purchaser's tangible property, remains with the Purchaser. Any damage to</p>	NEEPCO shall publish clarification subsequently.

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SN	Query From	Clause Ref	Clause as per Bid Document	Bidder's Query	NEEPCO's clarification
				<p>Purchaser's tangible property or to third party whether caused by the Purchaser, the Contractor, its Sub Contractors or any third party, shall be handled entirely by the insurances the Purchaser has to take out according to the Contract. Therefore, the Contractor to the extent allowed by law shall not be liable to loss of or damage to the tangible property of the Purchaser (including the Plant) and claim of any third party. It is however clarified that damages due to gross negligence are not covered.</p> <p>1.3 Notwithstanding anything contained in this Contract, the Contractor's maximum per annum aggregate liability to the Purchaser under or in connection with this Contract, including also the maxima of Termination, shall not exceed twenty five percent (25%) of Operation and Maintenance Fees payable during that year in the Service Period in which the Contractor's acts or omissions giving rise to the Contractor's liability occurred.</p> <p>1.4 The limitations of liability set forth in this clause shall apply regardless of whether a claim is based in contract, indemnity, warranty, tort (including the tort of negligence) or restitution, or for breach of statutory duty or misrepresentation, or arising out of termination or otherwise.</p> <p>1.5 All the Parties' liability under this contract shall expire upon expiration of the Contract. Neither Party may commence</p>	

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				<p>any legal action against the other under this Contract or otherwise related to the Services after 1 (one) year from expiration of the Contract.</p> <p>1.6 The Contractor shall not assume any responsibility for damages to the plant or any other damages or loss to the Purchaser if</p> <p>i. A change suggested by the Contractor cannot be agreed upon within thirty (30) days calculated from the Contractor's provision of the necessary information.</p>	
37	M/s Andritz O&M Pvt Ltd	Cl. 32.3 Dec IIIA	<p><b>Terms of Payment:</b> The payment for Operation and Maintenance shall be made on monthly basis. The Contractor shall submit an invoice for the Operation and Maintenance Fee for each preceding month within 7 days of the completion of billing cycle of one month. The 100% payment shall be released within 30 days after clear invoice duly accepted by the Engineer-in-Charge</p>	<p>Please amend payment terms:-</p> <p>i. Customer shall pay an interest free mobilization payment of 10% of contract value along with LOI.</p> <p>ii. 90% of Contract value payment shall be made on monthly basis of O&amp;M service on pro rata basis.</p>	Bid condition shall prevail.
38	M/s Andritz O&M Pvt Ltd	Cl. 14, Sec IIIB	<p><b>ACCIDENT PREVENTION:</b> The Contractor shall, at all times, exercise reasonable and proper precautions for the safety of the people at the work and shall comply with the provisions of current safety laws and labour laws etc. of the State Governments or the Central Government and the local Authorities. He shall also provide all necessary measures required to protect public from accidents. All machinery and equipment and other sources of physical hazards</p>	<p>Please delete sentence 4 &amp; 5 i.e. 'The contractor shall be responsible for all risks to the lives and property and people ..... Shall be chargeable to the Contractor'.</p>	Bid condition shall prevail.

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SN	Query From	Clause Ref	Clause as per Bid Document	Bidder's Query	NEEPCO's clarification
			shall be guarded in accordance with the regulations or laws of the Government of India. The Contractor shall be responsible for all risks to the lives and property and people from whatsoever cause arising out of or in connection with the work being executed by him. In case the Corporation (either alone or jointly with the Contractor) shall be called upon by a Court of law to make good any such loss or damages or to pay compensation (including that payable under the provision of the workmen's Compensation Act or any other act or rules) to any person or persons sustaining damage as aforesaid by reason of any act, or of any negligence or omissions on the part of the Contractor, the amount which the Corporation may be required to pay in respect thereof and the amount of any cost of charges (including legal costs and charges in connection with legal proceedings) which the Corporation may incur in reference thereto shall be chargeable to the Contractor		
39	M/s Andritz O&M Pvt Ltd	Cl. 15.1 Sec III B	<b>Workmen's Compensation Insurance:</b> This Insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act 1923. This policy shall also cover the Contractor against claim for injury, disability, disease or death of his or his sub-Contractors and Owner's employees. The liabilities shall not be less than Workmen's compensation – As per statutory provision. Employee's liability – As per statutory provision.	Please delete "Owner's employees"; please amend "Employee's liability" to "Employer's liability".	NEEPCO shall publish clarification subsequently.

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40	M/s Andritz O&M Pvt Ltd	Cl. 15.3 Sec III B	<p><b>Comprehensive General Liability Insurance:</b> This Insurance shall protect the Contractor against all claims arising from injuries, disabilities, diseases or death of members of public or damage to property of others due to any act or commission on the part of the Contractor or his Sub-Contractor, his employees or his representative from riots strikes and civil commotion.</p> <p>The hazards to be covered will pertain to all the works and areas where, the Contractor, his Sub-Contractor, his agents and his employees have to perform work pursuant to the Contract.</p> <p>The above are only illustrative list of Insurance coverage normally required and it will be the absolute responsibility of the Contractor to maintain all necessary Insurance coverage to the extent of both time and amount to take care of all his liabilities either direct or indirect, pursuant to the Contract.</p>	<p>Please amend first sentence “..... against all claims for which he is legally liable arising from injuries .....”</p> <p>Please delete “from riots, strikes and civil commotion”</p>	Bid condition shall prevail.
41	M/s Andritz O&M Pvt Ltd		Termination on Purchaser's default	<p>Please add the below clause: The Contractor may terminate this agreement by written notice to the Purchaser:</p> <p>i. If the Purchaser becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable law) has a similar effect to any of these acts or events;</p>	Additional clause not acceptable.

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				<p>ii. If the Purchaser commits a material breach of this Agreement and fails to take effective steps to remedy such breach within 30 (thirty) days of being required to do so by written notice from the Contractor.</p> <p>Material breach by the Purchaser shall include without limitation:</p> <p>i. Failure of the Purchaser to pay any amount due to the Contractor for more than 30 (thirty) days past its due date (as set out in Section III A clause 32) and such amount is not subject to a dispute which was notified to the Contractor prior to its due date:</p> <p>ii. Failure of the Purchase to maintain insurances and provide copies of policy to the Contractor as per proposed deviation in Cl. no. 1 of this document.</p>	
42	<b>M/s Andritz O&amp;M Pvt Ltd</b>	Cl. 5.2 Sec IV	Penalty for shortfall of manpower: The contractor shall maintain records of availability of manpower on daily basis and submit the same to the Engineer in Charge for authentication. From such statement the overall shortage of man days in the month shall be calculated. In the event such manpower deployment falls below 90% of guaranteed manpower, penalty shall be imposed @ 1.0% of the monthly contract price for that year for each 1% drop of part thereof	Please delete the last line and insert the following new wording: “in the event of shortfall from the guaranteed manpower, recovery shall be applied @ INR 1500/- (Rupees One thousand Five hundred) only per person per day (or shift) for the period of shortfall. However, in case of ‘Force Majeure’ condition or other circumstance beyond the control of the Contractor (for instance, failure of law and order, epidemics, outbreak of infectious disease etc.) the recovery for shortfall in manpower shall not be effected.	Bid condition shall prevail.
43	<b>M/s Andritz O&amp;M Pvt Ltd</b>	Cl. 5.3, Sec IV	Penalty for non-achievement of Targeted availability:	The Contractor shall ensure Station availability of 95% in each month, failing which liquidated	Bid condition shall prevail.

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SN	Query From	Clause Ref	Clause as per Bid Document	Bidder's Query	NEEPCO's clarification
			The contractor shall ensure Station availability of 95% in each month, failing which penalty will be imposed at the rate of 1% of monthly contract price for each 1% drop in availability below the target availability of 95%	damages will be imposed at the rate of 1% of monthly contract price for each 1% drop in availability below the target availability of 95%. The maximum penalty in a month shall not exceed ten percent (10%) of the monthly contract price. The payment of above liquidated damages shall be the sole remedy of the Employer and the Contractor shall not be responsible for any loss or damage other than payment of liquidated damages. In case the Contractor is able to achieve more than the target availability of 95% in a month the Purchaser shall pay bonus at the rate of 1% of monthly contract price for each 1% increase in availability above the target availability of 95%. The maximum bonus in a month shall not exceed ten percent (10%) of the monthly contract price.	
44	M/s Andritz O&M Pvt Ltd	Cl. 8.2 Sec IV	<b>Residential Accommodation:</b> No residential accommodation shall be provided by the Corporation. The contractor will be required to arrange or establish his colony within the area / plot of land provided by the Corporation. All constructions required to be undertaken for establishment of the colony shall be temporary in nature and no permanent structure shall be allowed to be built on Corporation's land.	Please amend the clause: Residential accommodation for the Contractor's O&M staff and workers shall be provided by the Purchaser, free of cost as per requirement submitted by the Contractor.	Bid condition shall prevail.