

REPLIES TO PREBID QUERIES IN RESPECT OF EPC TENDER FOR 14.1 MW PHAGLA

S. NO	RFQ DOCUMENT TENDER CLAUSE NO. BID REQUIREMENTS		QUERY	JKSPDC RESPONSE
1.	<p>Volume-III Section-5 GCC page 5</p> <p>Cl. no. 1. Definitions</p>	<p>1.0 <i>"In consideration of the award of Contract by the Owner to the Bidder (hereinafter referred to as the "Contractor") we, the Sub-Contractor and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound to the J&K Power Development Corporation Limited., for the successful performance of the proposed sub-let works in accordance with the Contract."</i></p>	<p>This form ITB-6 is regarding joint undertaking by Subcontractors. The Sub contractors are not ready for taking responsibility of whole contract as it is not clear from contents of this form The Sub contractors will be responsible for their scope of work and therefore it is requested to kindly modify this clause as follows: 1.0 "In consideration of the award of Contract by the Owner to the Bidder (hereinafter referred to as the "Contractor") we, the Sub-Contractor and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound to the J&K Power Development Corporation Limited., for the successful performance of the proposed sub-let works in accordance with ourscope of work(hereinafter referred to as the Sub-let Work). The maximum liability of Sub contractor will be limited to its sub-contract price only." (M/s Andritz)</p>	<p>Bid provisions shall prevail</p>
2.	<p>Request for Qualification Application Form 4A</p>		<p>Request you to kindly modify the clause as: ".....manufactured by us and shall be jointly and severally responsible with M/s _____ (Name of the EPC Contracting</p>	<p>Bid provisions shall prevail.</p>

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	<p>Letter of Authorization Vol.0 ,Part-3</p> <p>Instruction to Applicants</p> <p>Application Form 4A Letter of Authorization</p>	<p><i>5th Para from Top "...manufactured by us and shall be jointly and severally responsible with M/s _____ (Name of the EPC Contracting Company) for the performance of the Contract(s), for the items of equipment mentioned, if awarded."</i></p>	<p>Company) for the performance of our sub-contract (proposed sub-let work), for the items of equipment mentioned, if awarded. (M/s Andritz)</p> <p>You will kindly agree that AF – 4A is applicable for Sub contractors and these Sub contractors shall be responsible for their scope of Work and not the whole contract work. Therefore it is request you to kindly modify the 5th Para of AF 4A , as follows: "... manufactured by us and shall be jointly and severally responsible with M/s _____(Name of the EPC Contracting Company) for the performance of our proposed sub-let work, for the items of equipment mentioned, if awarded." (M/s Power Mech)</p>	<p>Bid provisions shall prevail</p>
<p>3.</p>	<p>General Application Form 4A</p>	<p>Proforma of Joint Undertaking</p>	<p>We understand that the intent of these documents are:</p> <ol style="list-style-type: none"> 1) To bind the Sub-Contractor (E&M sub-contractor) only for the successful technical performance of the guaranteed parameters of the item(s) /equipment as specified in the Sub-contract, supplied by such Sub-Contractor. 2) To bind the Sub-Contractor for guarantees and warrantees for the item(s)/ equipment supplied by the subcontractor. <p>Kindly confirm the same. (M/s Andritz)</p>	<p>Bid provisions shall prevail</p>
		<p>Proforma of Joint Undertaking</p>	<p>We understand that the intent of this Letter of Authorization is:</p> <ol style="list-style-type: none"> 3) To bind the Sub-Contractor (E&M sub-contractor) only for the successful technical performance of the guaranteed parameters of the item(s) /equipment as specified in the Sub-contract, supplied by such Sub-Contractor. 4) To bind the Sub-Contractor for guarantees and warrantees for the item(s)/ equipment supplied by the subcontractor. 	<p>Bid provisions shall prevail</p>

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			Kindly confirm our understanding is in line with JKSPDC. (M/s Power Mech)	
4.	Volume-III Section 6.3 Special Conditions of Contract Supply of Hydro Mechanical and Electromechanical Plant & Machinery.	7.Performance Guarantee	Request you to please add the following as new sub-clause 7.3: “The aggregate liability of the Sub-Contractor for Performance Liquidated Damages for failure to meet the guaranteed output, Turbine efficiency, Generator efficiency, Transformer losses shall be limited to 10% of the Sub-contract price.” (M/s Andritz) Request you to please add the following as new sub-clause 7.3: “The aggregate liability of the Sub-Contractor for Performance Liquidated Damages for failure to meet the guaranteed output, Turbine efficiency, Generator efficiency, Transformer losses shall be limited to 10% of the Sub-contract price.” (M/s Angelique)	Bid provisions shall prevail.
5.	Vol.-III Section-5 SCC Cl 5 LD for Failure to meet the Guaranteed Output	<i>“If all the generating units together fail to generate guaranteed output at the generator terminals with a power factor as set out in Article 9.2 of GCC, then Rs.15,00,00,000 (Hundred Fifty Million Indian Rupees) shall be paid by the bidder as liquidated damages for each MW of shortfall and fraction of one MW shall be paid on prorate basis.</i>	<i>The Liquidated Damages are subject to maximum limit of 10% of contract Price and accordingly this clause may kindly be modified as shown below.</i> <i>If all the generating units together fail to generate guaranteed output at the generator terminals with a power factor as set out in Article 9.2 of GCC, then Rs.15,00,00,000 (Hundred Fifty Million Indian Rupees) shall be paid by the bidder as liquidated damages for each MW of shortfall and fraction of one MW shall be paid on prorate basis. Liquidated damages in case of individual components shall be as per section 6.3. However, aggregate sum of this LD shall not be more than 10 % of contract price.</i> (M/s Power Mech)	Bid Provisions shall prevail

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		<i>Liquidated damages in case of individual components shall be as per section 6.3.”</i>		
6.	Volume-III Section-5: General Conditions of the Contract 7.Care of Works Volume-III Section-5 GCC		Request you to kindly modify the clause as: “The Contractor shall take full responsibility for the care of the Works or any Section or part of the Works from the Date of Order to Commence as defined in Article 22 until the Date of Completion. <u>Note:</u> Since the Employer will Take over the works by means of issuing a Completion Certificate(Transfer of Ownership and Risks) , the Employer shall be responsible for taking care of the Works, however the Contractor shall be liable for the defects arising during the Defect Liability Period as per clause 27. (M/s Andritz)	Bid provisions shall prevail. EPC contractor shall have to maintain minimum required deployment of technical staff for the entire DLP.
7.		7.1 “ <i>The Contractor shall take full responsibility for the care of the Works or any Section or part of the Works from the Date of Order to Commence as defined in Article 22 until the Date of Completion and thereof till Defect Liability</i>	You will kindly appreciate that Employer will Take over the works by means of issuing a Completion Certificate(Transfer of Ownership and Risks) , the Employer shall be responsible for taking care of the Works, however the Contractor shall be liable for the defects arising during the Defect Liability Period as per clause 27. You are requested to kindly modify the clause as follows: “The Contractor shall take full responsibility for the care of the Works or any Section or part of the Works from the Date of Order to Commence as defined in Article 22 until the Date of Completion. (M/s Power Mech) Request you to kindly modify the clause as: “The Contractor shall take full responsibility for the care of the Works or any Section or part of the Works from the Date of Order to Commence as defined in Article 22 until the Date of Completion.	Bid Provisions shall prevail

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		Period as specified in contract (as defined in Article 26 and 27),	<u>Note:</u> Since the Employer will Take over the works by means of issuing a Completion Certificate(Transfer of Ownership and Risks) , the Employer shall be responsible for taking care of the Works, however the Contractor shall be liable for the defects arising during the Defect Liability Period as per clause 27. (M/s Angelique)	
8.	Volume-III Section-5: General Conditions of the Contract 24. Extension of time for Completion	New Sub clause to be added	Request you to kindly include a new clause 24.4 as follows: “Notwithstanding anything in this contract, the contractor has right to an extension of Time for Completion plus the reimbursement of additional costs, if he is delayed in completing the Works by any of the following causes: a) Extra or Additional work ordered by the Employer including any change in scope of work. b) Physical obstructions or conditions which could not reasonably have been foreseen by the contractor, including all seismic, hydrological, geological and other surface or sub-surface conditions or concealed conditions on site.” c) Any default or delay in the timelines for the reasons not attributable to the contractor.” (M/s Andritz)	Bid provisions shall prevail.
			Request to kindly include the following as a new sub clause as 24.4: “Notwithstanding anything in this contract, the contractor has right to an extension of Time for Completion plus the reimbursement of additional costs, if he is delayed in completing the Works by any of the following causes: d) Extra or Additional work ordered by the Employer including any change in scope of work. e) Physical obstructions or conditions which could not reasonably have been foreseen by the contractor, including all seismic, hydrological, geological and other surface or sub-surface conditions or concealed conditions on site.” f) Any default or delay in the timelines for the reasons not attributable to the contractor.”	

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			<p>(M/s Power Mech)</p> <p>Request you to kindly include a new clause 24.4 as follows: “Notwithstanding anything in this contract, the contractor has right to an extension of Time for Completion plus the reimbursement of additional costs, if he is delayed in completing the Works by any of the following causes:</p> <ul style="list-style-type: none"> g) Extra or Additional work ordered by the Employer including any change in scope of work. h) Physical obstructions or conditions which could not reasonably have been foreseen by the contractor, including all seismic, hydrological, geological and other surface or sub-surface conditions or concealed conditions on site.” i) Any default or delay in the timelines for the reasons not attributable to the contractor.” <p>(M/s Angelique)</p>	
9.	<p>Volume-III Section-5: General Conditions of the Contract 26. Completion Of Works</p>	<p>26.3 <i>“..... In such case, any remaining tests shall be performed by the Contractor thereafter at the first available opportunity during the said Defects Liability Period.”</i></p>	<ol style="list-style-type: none"> 1. Request you to please replace the last sentence with the following in sub-clause 26.3: “In such case, any remaining tests shall be performed by the contractor thereafter at the first available opportunity, within 3 months of the start of Defect Liability. In case the tests are not performed within 3 months of the Certificate of Completion due to reasons notlll attributable to the contractor, such tests shall be deemed to be done and the contractor shall be relieved of all his obligations with respect to such tests.” 2. Also, request you to add the following paragraph at the end of clause no. 26: “The units shall be deemed to be taken over in case of the following: <ul style="list-style-type: none"> a) Usage of the Equipment by the Employer for Commercial operation. b) The taking over is delayed for more than 30 days from the date of commissioning for reasons not attributable to the contractor. 	<p>Bid provisions shall prevail.</p>

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			<p>c) Project execution is delayed, for reason(s) beyond contractor control, for more than 12 months from the date of delivery of last substantial consignment or from storage certificate/warehouse receipt. The Employer shall issue a Certificate of Completion in the above case and the Defect liability period shall start.” (M/s Andritz)</p> <p>Request to please replace the last sentence with the following in sub-clause 26.3: “In such case, any remaining tests shall be performed by the contractor thereafter at the first available opportunity, within 3 months of the start of Defect Liability. In case the tests are not performed within 3 months of the Certificate of Completion due to reasons not attributable to the contractor, such tests shall be deemed to be done and the contractor shall be relieved of all his obligations with respect to such tests.” Also, request you to add the following paragraph at the end of this clause no. 26: “The units shall be deemed to be taken over in case of the following:</p> <p>d) Usage of the Equipment by the Employer for Commercial operation. b) The taking over is delayed for more than 30 days from the date of commissioning for reasons not attributable to the contractor. (M/s Power Mech)</p> <p>3. Request you to please replace the last sentence with the following in sub-clause 26.3: “In such case, any remaining tests shall be performed by the contractor thereafter at the first available opportunity, within 3 months of the start of Defect Liability. In case the tests are not performed within 3 months of the Certificate of Completion due to reasons notlll attributable to the contractor, such tests shall be deemed to be done and the contractor shall be relieved of all</p>	
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			<p>his obligations with respect to such tests.”</p> <p>4. Also, request you to add the following paragraph at the end of clause no. 26: “The units shall be deemed to be taken over in case of the following: a) Usage of the Equipment by the Employer for Commercial operation. b) The taking over is delayed for more than 30 days from the date of commissioning for reasons not attributable to the contractor. c) Project execution is delayed, for reason(s) beyond contractor control, for more than 12 months from the date of delivery of last substantial consignment or from storage certificate/warehouse receipt. The Employer shall issue a Certificate of Completion in the above case and the Defect liability period shall start.”</p> <p>(M/s Angelique)</p>	
10.	<p>RfP Document: Volume III Section-5: General Conditions of the Contract GCC Clause No. 27.1 Request for Qualification - 1.4 Completion time.</p>	<p>DEFECTS LIABILITY PERIOD: Defects Liability Period" shall be 36 (thirty six) months from the Date of Completion</p>	<p>Generally, Defect Liability Period is 365 days from the date of commissioning of the project. Even in Durbuk shoyk Hydro Electric Project, defect liability period is 12 months.</p> <p>We request you to keep 12 months of DLP period for this tender as well.</p> <p>(M/s Angelique)</p> <p>In Hydro Projects, the Defect Liability Period is generally 12 months from the date of commercial operation of the particular generating unit. Also JKSPDC have kept 12 months Defect Liability Period in their EPC projects like Lower Kalnaietc Also JKSPDC have allowed Price Variation in their EPC projects like Lower Kalnaietc Further, JKSPDC had also modified Defect Liability Period of Ans-llto 12 months during Pre-bid meeting held earlier. Kindly incorporate DLP of 12 months in line with the practice prevailing in the Hydro Projects..</p>	<p>Bid Conditions shall prevail.</p>

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			<p>(M/s Power Mech)</p> <p>In this sub clause 27.6 - replace the words “36 months” with “12 months” and replace the words “66 months” with “24 months”</p> <p>(M/s Power Mech)</p>	<p>Bid Provisions shall prevail.</p>
11.	<p>Vol.-III Section-5 GCC Cl. No. 27</p> <p>Defect Liability Period</p>	<p>27.3 “If any such defect shall appear or damage occur, the Owner shall forthwith inform the Contractor thereof stating in writing the nature of the defect or damage. The Contractor shall have no liability under this Article in respect of any claim unless notice thereof has been given by the Owner to the Contractor within 50 days after the event giving rise to the claim has come to the notice of the Owner.”</p>	<p><i>Defects observed during DLP are normally informed to Contractor within two or three days. Therefore 50 days’ time mentioned in this sub clause should be modified to maximum 5 (five) days. Kindly modify this clause.</i></p> <p>(M/s Power Mech)</p>	<p>Bid Provisions shall prevail</p>
12.	<p>Vol.-III Section-5 GCC Cl. No. 23.1 Page 33</p>	<p>“Completion time for the Project as a whole i.e. commissioning of all the three units is 30 months from the date of</p>	<p>You will kindly appreciate that generally Hydro Projects are located in remote areas and proper mobilization to site is possible only after handing over of site by Owner to Contractor. Therefore, commencement of contractual completion period is normally considered from the date of Handing over of Site to Contractor for execution of work. Request to kindly modify this clause as follows:</p>	<p>Bid provisions shall prevail.</p>

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		issuance of letter of award.”	<i>Completion time for the Project as a whole i.e. commissioning of all the three units is 42 months from the date of handing over of site to Contractor.”</i>	
13.	Volume-III Section-5: General Conditions of the Contract Clause 29. Extent of General Liability	<i>New Sub clause to be incorporated.</i>	<p>We request you to kindly include the following new Clause 29.5 : “Contractor’s aggregate liability for and all claims of any kind, for any loss, damage or expenses arising out of or connected with the Works or this Contract or breach thereof, together with the cost of performing make good obligations to pass performance tests shall in no event exceed 100 % of the Contract Price. The limitations and exclusions of liability set forth in this clause shall take precedence over any other provision of this Contract and shall apply whether the claim for liability is based on contract, tort (including negligence) or otherwise.” (M/s Andritz)</p> <p>We request you to kindly include the following new Clause 29.5 : “Contractor’s aggregate liability for and all claims of any kind, for any loss, damage or expenses arising out of or connected with the Works or this Contract or breach thereof, together with the cost of performing make good obligations to pass performance tests shall in no event exceed total Contract Price. The limitations and exclusions of liability set forth in this clause shall take precedence over any other provision of this Contract and shall apply whether the claim for liability is based on contract, tort (including negligence) or otherwise.” (M/s Power Mech)</p> <p>We request you to kindly include the following new Clause 29.5 : “Contractor’s aggregate liability for and all claims of any kind, for any loss, damage or expenses arising out of or connected with the Works or this Contract or breach thereof, together with the cost of performing make good obligations to pass performance tests shall in no event exceed total Contract Price. The limitations and exclusions of liability set forth in this clause shall take precedence over any other provision of this Contract and shall apply whether the claim for liability is based on contract, tort (including negligence)</p>	Bid provisions shall prevail.

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			or otherwise.” (M/s Angelique)	
14.	Volume-III Section-6: Special Conditions of the Contract Section 6.3: Special Conditions Of Contract Supply Of Hydro mechanical And Electromechanical Plant & Machinery.	<i>New Sub clause to be incorporated.</i> “Termination by the Contractor:”	Request to include the following clause pertaining to the suspension and termination rights for the contractor as below: “Suspension by the Contractor: The contractor may suspend performance of all or any part of his obligations for such period of time that the Employer is in delay with any of his obligations in connection with the Contract including, amongst others, payment of any due amount or opening, amendment, and extension of L/C as required by the contractor. Additionally, the contractor shall have the right to extend such suspension for the time the contractor reasonably may need to resume his obligations (e.g. for reason of machine utilization, remobilization of workforce, etc.). Upon such suspension, the contractor shall be entitled to an adequate extension of Time for Completion and to reimbursement of any costs, damages and losses incurred by the Contractor due to such suspension. Termination by the Contractor: a) The Contractor may terminate the Contract if: (i) the Employer does not remedy the default of delay in payment or issuance, amendment or maintenance of payment security within 30 (thirty) days after having received the notice of suspension of the Contract by the contractor, or (ii) if the Employer substantially fails to perform his obligations under the Contract, or (iii) if the execution of delivery or the inception or continuation of Works is made impossible for reasons within the responsibility of the Employer and if the delay is extended beyond a grace period of 30 (thirty) days. b) The Contractor shall further be entitled to receive from the Employer the agreed Contract Price deducted by the costs saved by reason(s) of termination prior to completion of the Contract. c) Any such termination shall be without prejudice to any other	Bid provisions shall prevail.

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			<p>rights of the contractor under the Contract or the Law. On such termination, the Contractor shall be entitled to stop all Works related to the Contract and to remove immediately all Contractor's equipment and property.”</p> <p>(M/s Andritz)</p>	
15.			<p>“Termination by the Contractor:”</p> <p>d) The Contractor may terminate the Contract if:</p> <p>(iv) the Employer does not remedy the default of delay in payment or issuance, amendment or maintenance of payment security within 30 (thirty) days after having received the notice of suspension of the Contract by the contractor, or</p> <p>(v) if the Employer substantially fails to perform his obligations under the Contract, or</p> <p>(vi) if the execution of delivery or the inception or continuation of Works is made impossible for reasons within the responsibility of the Employer and if the delay is extended beyond a grace period of 30 (thirty) days.</p> <p>e) The Contractor shall further be entitled to receive from the Employer the agreed Contract Price deducted by the costs saved by reason(s) of termination prior to completion of the Contract.</p> <p>Any such termination shall be without prejudice to any other rights of the contractor under the Contract or the Law. On such termination, the Contractor shall be entitled to stop all Works related to the Contract and to remove immediately all Contractor's equipment and property.”</p> <p>Request to include the following clause pertaining to the suspension and termination rights for the contractor as below:</p> <p>“Suspension by the Contractor:</p> <p>The contractor may suspend performance of all or any part of his obligations for such period of time that the Employer is in delay with any of his obligations in connection with the Contract including, amongst others, payment of any due amount or opening,</p>	Bid Provisions shall prevail

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			<p>amendment, and extension of L/C as required by the contractor. Additionally, the contractor shall have the right to extend such suspension for the time the contractor reasonably may need to resume his obligations (e.g. for reason of machine utilization, remobilization of workforce, etc.). Upon such suspension, the contractor shall be entitled to an adequate extension of Time for Completion and to reimbursement of any costs, damages and losses incurred by the Contractor due to such suspension.</p> <p>Termination by the Contractor:</p> <p>f) The Contractor may terminate the Contract if:</p> <p>(vii) the Employer does not remedy the default of delay in payment or issuance, amendment or maintenance of payment security within 30 (thirty) days after having received the notice of suspension of the Contract by the contractor, or</p> <p>(viii) if the Employer substantially fails to perform his obligations under the Contract, or</p> <p>(ix) if the execution of delivery or the inception or continuation of Works is made impossible for reasons within the responsibility of the Employer and if the delay is extended beyond a grace period of 30 (thirty) days.</p> <p>g) The Contractor shall further be entitled to receive from the Employer the agreed Contract Price deducted by the costs saved by reason(s) of termination prior to completion of the Contract.</p> <p>h) Any such termination shall be without prejudice to any other rights of the contractor under the Contract or the Law. On such termination, the Contractor shall be entitled to stop all Works related to the Contract and to remove immediately all Contractor's equipment and property.”</p> <p>(M/s Angelique)</p>	
16.	Volume-III Section-6: Special Conditions of the Contract Section 6.4:	1.2. Any requirements of work whether requested by the	Request you to delete this sub-clause 1.2 (M/s Angelique)	Bid Provisions shall prevail

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	Special Conditions Of Contract Supply Of Hydro mechanical And Electro mechanical Plant & Machinery	Owner or otherwise and whether specifically described in the Contract or not but are necessary or required for the proper completion and functioning of the Works in accordance with the Contract including remedying of any gaps and deficiencies in the Works shall not be deemed to be any change in the scope of work, and shall not entitle the Contractor for any payment over and above Contract Price.		
17.	Volume -V_ DPR Chapter 9: PLANNING & DESIGN ASPECTS OF ELECTRO-MECHANICAL WORKS 9.4 GENERATOR-TRANSFORMER CONNECTION / 6.6 KV BUS DUCTS SYSTEM	9.4 GENERATOR-TRANSFORMER CONNECTION / 6.6 KV BUS DUCTS SYSTEM	Material of conductor is not specified in the tender documents. Can we consider 11kV SPBD with Aluminium conductor. Kindly confirm acceptance (M/s Power Mech)	11 Kv copper bus duct shall be provided

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<p>18.</p>	<p>Vol.0 ,Part -1 Cl. no.1.0 Notification of Invitation of RFQ</p> <p>Vol -I ,Section-1 Cl. 17.2</p> <p>Vol -III, Section-5 Cl. 32 Price Adjustment</p>	<p><i>“..... International Competitive Bidding (ICB) under EPC Turnkey Lump Sum Fixed Cost Basis.....”</i></p> <p><i>“This being a Lump-Sum EPC contract, the Contract Price of the Bid shall remain fixed and shall not be subject to any Price-Adjustment/ variation.”</i></p> <p><i>“The Contract Price shall remain firm and there shall be no scope for price adjustment...”</i></p>	<p>Generally, Hydro Power Projects are having gestation period of more than 18 months. NHPC and other Power Utilities are allowing price variation during the contract period, in their contracts if gestation period is more than 18 months. Even CEA also recommends price Adjustment during the currency of the contract if gestation period is more than 18 months so that unnecessary extra loading of bid price by bidders on account of price variation, is avoided. Also JKSPDC have allowed Price Variation in their EPC projects. JKSPDC is requested to incorporate the provision of Price Adjustment during the performance of the contract . (M/s Power Mech)</p>	<p>Bid conditions shall prevail.</p>
<p>19.</p>	<p>Vol.-III Section-5 SCC Cl. No 3 Price Adjustment</p>	<p><i>Delay of more than six months in handing over of encumbrance-free land to the EPC Contractor for a project component from the start date of that project component as per the agreed construction schedule.</i></p>	<p><i>You will kindly appreciate every delay will result in cost overrun. This is not justified if six months' delay is there then only Price adjustment will be applicable.</i></p> <p><i>Provisions of Price Adjustment clause shall be applicable if delay of more than one-months occurred in handing over of site. Kindly modify this clause.</i> (M/s Power Mech)</p>	<p>Bid Provisions shall prevail</p>

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20.	Vol.-III Section-5 GCC Cl. No. 49 Effect of Change in Law	“ There shall be no scope for price adjustment on account of change in law after the submission of Price Bids for the Contract including changes to any National or State Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation.”	This is one sided tender clause. Both the parties of contract have to adhere the statutory obligations. These provisions are clearly mentioned in JKSPDC’s Lower Kalnai EPC project.This tender clause need to be modified.. Further, kindly clarify if GST percentage is reduced by Govt. of India during execution of contract then JKSPDC will reimburse the higher percentage of GST applicable at the time of bidding & same is mentioned by contractor in his bid Kindly clarify. (M/s Power Mech)	Bid Provisions shall prevail.
21.	Vol.0 ,Part -2 Cl. No.5.1.4 Instruction to Applicants shall be in successful operation for last 3 years.	The three years criteria of successful operation may be modified to 2 years criteria. (M/s Power Mech)	Bid Provisions shall prevail.
22.	Volume-III Section-5 GCC page 5 Cl. no. 1. Definitions	1.7 " Contract Price " means the Lump sum fixed Contract Price stated in the Letter of Acceptance payable to the contractor for Engineering	Request you to kindly modify the clause as follows: " Contract Price " means the Contract Price stated in the Letter of Acceptance payable to the contractor for Engineering Procurement and Commissioning of the project and the remedying of any defects therein in accordance with the provisions of the contract." (M/s Power Mech) Request you to kindly modify the clause as follows: " Contract Price " means the Contract Price stated in the Letter of Acceptance payable to the contractor for Engineering Procurement	Bid Provisions shall prevail

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		<p><i>Procurement and Commissioning of the project and the remedying of any defects therein in accordance with the provisions of the contract. Fixed price contract shall include every financial liability created under the terms of contract and any other liability created during and after the execution of the Contract viz-a-viz Contract”.</i></p>	<p>and Commissioning of the project and the remedying of any defects therein in accordance with the provisions of the contract.</p> <p>(M/s Angelique)</p>	
23.	<p>Vol.-III Section-5 GCC</p> <p>Cl. No. 21</p> <p>Suspension of Work</p>	<p>21.1 “..... <i>The extra cost, including that occasioned by the subsequent resumption of work, incurred by the Contractor in giving effect to the Owner's instructions under this Article</i></p>	<p>The reasons mentioned at sl. no.a), c) & d) of this sub clause are not attributable to Contractor and therefore should be deleted from this clause.</p> <p>As per prevailing industrial practices, if suspension of work is due to any reason which is not attributable to Contractor, then extra cost towards” idling of resources” is payable to contractor. The provisions of this clause should be similar to JKSPDC’s Lower Kalnai EPC Project.</p> <p>This tender clause is one sided. If Owner is allowed to suspend the contract for certain reasons, then contractor should be allowed to</p>	<p>Bid Provisions shall prevail</p>

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		<p>21.1 shall be borne and paid by the Owner unless such suspension is:</p> <p>a) otherwise provided for in the Contract, or</p> <p>b) necessary by reason of any default on the part of the Contractor, or for which he is responsible or</p> <p>c) necessary by reason of abnormal climatic conditions (i.e. climatic conditions which have not been observed in the project area during last 20 years) or the consequences thereof on the Site, or</p> <p>d) necessary for the proper execution of the Works, or for the safety of the</p>	<p>suspend the contract for breach of contract by Owner. It is requested to kindly include the following clause pertaining to the suspension rights of the contractor also, as mentioned below:</p> <p>“Suspension by the Contractor:”</p> <p>The contractor may suspend performance of all or any part of his obligations for such period of time that the Owner is in delay with any of his obligations in connection with the Contract including, amongst others, payment of any due amount. Additionally, the contractor shall have the right to extend such suspension for the time the contractor reasonably may need to resume his obligations (e.g. for reason of machine utilization, remobilization of workforce, etc.). Upon such suspension, the contractor shall be entitled to an adequate extension of Time for Completion and to reimbursement of any costs, damages and losses incurred by the Contractor due to such suspension</p> <p>(M/s Power Mech).</p>	
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		<i>Works or any part thereof."</i>		
24.	Vol.-III Section-5 GCC Cl. No. 28 Final Acceptance Certificate	28.1 "A <i>Final Acceptance Certificate shall be issued to the Contractor at its request by the Owner within thirty days after the expiry of the Defects Liability Period applicable to the Works or part thereof, or the date of rectification of outstanding deficiencies/ damages/defects as per Article 27 above whichever is later.</i> "	As per global practice, Final Acceptance of machine is the event when Field Efficiency & Output Tests are successfully conducted on Turbine and Generator in Hydro Power Plant. After acceptance of Generating Equipment, it is put on Commercial run by Owner. Final Acceptance Certificate is issued to Contractor at this point of time and not after Defect Liability Period as mentioned in this clause. It is requested to kindly modify this clause accordingly. (M/s Power Mech)	Bid Provisions shall prevail.
25.	Vol.-III Section-5 GCC Cl. No. 33 Taxes & Duties	<i>New Sub clause to be incorporated.</i> <i>"Statutory Obligations"</i>	Kindly incorporate the following provision of Statutory Obligations in this clause: " However, if a new tax or duty or levy, other than those existing on the date of submission of bid, is imposed in India under a statute or law during the currency of the Contract and the Contractor becomes legally liable thereunder to and actually pays the same for bonafide use on the Works contracted, then the Contractor shall immediately inform the Owner in this regard. The Owner will reimburse the same to the Contractor on production of satisfactory proof of payment, provided that the amount thus claimed is not paid under the Contract."	Bid Provisions shall prevail

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			(M/s Power Mech)	
26.	Vol.-III Section-5 GCC Cl. No36 Force Majeure	<i>New Sub clause to be incorporated.</i>	Kindly incorporate the following in this clause: “Notwithstanding any other provision of this clause, Force Majeure shall not apply to any obligations of the Owner to make payments to the Contractor under the Contract.” (M/s Power Mech)	Bid Provisions shall prevail
27.	Vol.-III Section-5 SCC Cl 4.4 Down Payment	<i>“(a) The Owner will make, if so opted for by the Contractor, an interest bearing down payment to him exclusively for the costs of mobilization in respect of the Works in an amount not exceeding 10 (Ten) percent of the Contract Price, which shall be paid in four installments of 30%, 30%, 20% & 20%. Each successive installment shall be released after utilization of previous installment, duly supported by</i>	a) <i>It is requested to provide Interest free advance / down payment.</i> b) From this clause we understand that down payment will be max. upto 10% of total Contract Price . Kindly confirm. (M/s Power Mech)	Bid Provisions shall prevail. Bid Provisions are clear.

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		<i>documentary evidence and verified by the Engineer-in-Charge.”</i>		
28.	<p>Vol.-III Section-6.3 SCC</p> <p>Clause 7</p> <p>Performance Guarantee Test</p>	<p>7.1 <i>“Turbine Efficiency - To prove the weighted average efficiency of the turbine as guaranteed in the Owner’s Requirements a field test will be carried out on each turbine according to IEC.....”</i></p> <p>7.2 <i>“To prove the weighted average efficiency of the generator as guaranteed in the Owner’s Requirements, a field test will be carried out on each generator according to IEC.....”</i></p>	<p>As per standard practice in Hydro Projects if Powerhouse contains multiple generating units of same design then Field Efficiency Tests are conducted on only one unit which is mutually decided by Owner and Contractor. The test results are applicable to all generating units.</p> <p>In case of JKSPDC’s Lower Kalnai EPC Project also the Field Acceptance Tests shall be conducted on one generating unit as selected by Employer.</p> <p>As per the tender provisions under clause no. 7, we understand that Field Efficiency Test is to be conducted on each generating unit. Each test takes around 15 to 20 days’ time for one unit and during this period Unit will not generate the power. To save time and also to save generation loss, all Power Utilities, including NHPC etc. are conducting Efficiency Test on one generating unit only and its results are applied to all other generating units of the Power House for the purpose of LD etc.</p> <p>This clause may please be modified accordingly. (M/s Power Mech)</p>	Bid Provisions shall prevail
29.	RFQ Document Part-2: Information & Instruction to	Electro-Mechanical works: The bidder should	Kindly modify the sub clause as follows Design, manufacture, erection, testing and commissioning of one Hydro Turbine and/or Hydro Generator with necessary ancillary	Bid conditions shall prevail.

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	<p>Applicants Clause No. 5.1.4, Electro-Mechanical Works</p>	<p>have carried out design, manufacture, erection, testing and commissioning of One Hydro turbine and hydro generator, with necessary ancillary equipment, having unit size not less than 9.2 MW and shall be in successful operation for 03 years post commissioning.</p>	<p>equipment (M/s Power Mech)</p> <p>As per the tender clause, Electro-Mechanical subcontractor should be a manufacturer of both turbine and Generator. We request JKSPDC to kindly modify this clause as under:</p> <p>One Hydro Turbine and/or Hydro Generator, with necessary ancillary equipment, having unit size not less than 2.8 MW and shall be in successful operation for 03 years post commissioning.</p> <p>(M/s Angelique)</p> <p>The bidder should have carried out the following electro-mechanical works and equipment in the preceding 10 Years:-</p> <p>Design, manufacture/supply, erection, testing and commissioning of Hydro Turbine and Hydro Generator with necessary ancillary equipment having unit size..... (M/s Mecamidi)</p>	
<p>30.</p>	<p>RfP Document Volume I Section-I : Instruction to Bidders Clause No. 5.5</p>	<p>5. ELIGIBILITY AND QUALIFYING REQUIREMENTS: In the event of delay in the completion of the project due to reason/s attributable to the EPC contractor, the payments to the PMC as may be due shall be recovered from the EPC contractor. Sub-contractors</p>	<p>This requirement is a change in the standard set of tenders floated by JKSPDC and was never a part of previous tenders.</p> <p>We request you to delete this clause and make applicable the standard JKSPDC requirements to this project as well.</p> <p>(M/s Angelique)</p>	<p>Bid Conditions shall prevail.</p>

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		qualified through RFQ shall be treated as subcontractors approved by the Owner.		
31.	Detailed Project Report For PHAGLA HEP: Sailable Features, 15. TURBINES	Sailable Feature : Rated Speed: 428.6 rpm	Under Chapter 9, Section 9.2.2.5.1 Unit Selection, the Turbine speed mentioned is 750 RPM. Please clarify the RPM of the Machine. (M/s Voith)	Bidder to optimize.
32.	Detailed Project Report for PHAGLA HEP: Chapter 9, Section 9.3.2- Generator	The Generators will have the following parameters, Type: Sailable Pole	For such rating of project Cylindrical Pole Rotor is viable. Please accept the same. (M/s Voith)	Bid conditions shall prevail.
33.	Detailed Project Report for PHagla HEP: Chapter 9, Section 9.3.18- GIS Substation	GIS Substation	For such small rating of project it is recommended to have 33 kV outdoor switchyard so as to make the project more economically viable and get quick return on investment. (M/s Voith)	Accepted.