

Clarification response by NPL dated 22/07/2023

S. No.	Clause No.	Page No.	Description	Clarification	Clarification response
1	GENERAL TERMS AND DISCLAIMERS-13.	5 of 76	Bidder shall not assign or transfer the Contract or any part thereof, without prior written consent of NPL.	1. Bidder will offload this job to one "Integrated Maintenance Services Pvt Ltd" (IMS), an extended arm of our Total Maintenance Division which is formed exclusively for manpower supply to this Division. All the required employees taken for this work would be in the roll of "IMS" and all the statutory documents would be in the name of IMS. 2. However, Bidder will be responsible of all statutory, other compliances & performance of the Contract as per scope of work.	Bidder to note that, if the bidder is found successful, they must obtain written consent from NPL (Nabha Power Ltd.) before proceeding further.
2	Instruction to Bidders:2.e (Earnest Money Deposit)	12 Of 76	The Bidders are required to make an Earnest Money Deposit (EMD) of INR 10,00,000/- (Rupees Ten Lakhs only) by way of a Demand Draft (DD) in favour of Nabha Power Limited payable at Rajpura/Chandigarh. EMD shall remain valid for a period of thirty (30) days beyond the original Bid validity period as provided by the Bidder in Annexure III.	We are MSME / NSIC registered company so we are eligible for Exemption in EMD. Thus we hereby request you to kindly give us Exemption in EMD Submission as per MSME / NSIC Government Guidelines.	Bidder to note that MSME/NSIC vendor is not exempted from EMD.
3	4.2.1.26	24 Of 76	Cold lagging of conveyor pulleys	Lagging Machine and Sheet shall be provided by M/s NPL.	Bidder to note that no lagging machine is required in cold lagging.
4	4.2.5.12	26 of 76	Do hard facing of rotor end disc, inner arms once in six months.	Hard facing electrode shall be in NPL scope.	Bidder to refer clause no. 8.14.4
5	4.2.6.7	26 of 76	Check the slew BRG. Greasing auto pump & ensures proper lubrication.	Lubrication oil shall be provided by Client	Bidder to refer clause no. 8.14.6
6	4.2.16	29 of 76	Overhauling of Equipment's	Manpower for the overhauling jobs shall be paid extra. Or Overhauling job will be done by running Amc manpower.	Bidder to note that overhauling job will be in Bidder's Scope and will be carried out through AMC manpower.
7	4.2.21.1	31 of 76	Modification required if any in the existing system for safety & reliable operation, shall be done by Contractor without any additional cost to NPL.	Noted, with existing manpower and setup, if any extra manpower required due to high volume of work, same shall be treated as a additional manpower on extra payment basis @ of additional manpower rate.	The bidder should note that Clause No. 4.2.21.1 of the Tender Document will remain unchanged and will be applicable as stated in the original document.
8	4.2.21.2	31 of 76	For safe working and operation of system wherever Platform or scaffolding is required at workplace either temporary or permanent will be prepared by Contractor without any additional cost.	Noted, with existing manpower and setup, if any extra manpower required due to high volume of work, same shall be treated as a additional manpower on extra payment basis @ of additional manpower rate.	The bidder should note that Clause No. 4.2.21.2 of the Tender Document will remain unchanged and will be applicable as stated in the original document.
9	4.2.21.3	31 of 76	Any fabrication and erection work like working platform, toe guard, hand railing etc. for safety compliance is covered in Contractor Scope of Work without any additional cost to NPL up to 30T/yearly.	Noted, with existing manpower and setup, if any extra manpower required due to high volume of work, same shall be treated as a additional manpower on extra payment basis @ of additional manpower rate.	The bidder should note that Clause No. 4.2.21.3 of the Tender Document will remain unchanged and will be applicable as stated in the original document.
10	4.2.21.3	31 of 76	Any fabrication and erection work like working platform, toe guard, hand railing etc. for safety compliance is covered in Contractor Scope of Work without any additional cost to NPL up to 30T/yearly.	Fabrication of any Duct, Platform, Toe Guard, Hand Railing etc shall be limited to 2 MT/ Month	The bidder should note that Clause No. 4.2.21.3 of the Tender Document will remain unchanged and will be applicable as stated in the original document.
11	4.2.21.4	31 of 76	Re-painting of equipment, valves, fittings, pipes etc. to be done by Contractor wherever existing paints got damage, removed, after maintenance of equipment's etc. as per instruction of NPL in charge.	Noted, with existing manpower and setup, if any extra manpower required due to high volume of work, same shall be treated as a additional manpower on extra payment basis @ of additional manpower rate.	The bidder should note that Clause No. 4.2.21.4 of the Tender Document will remain unchanged and will be applicable as stated in the original document.

12	4.2.21.5	31 of 76	Painting of new parts done by Contractor whatever added or replaced for system improvement or modification.	Noted, with existing manpower and setup, if any extra manpower required due to high volume of work, same shall be treated as a additional manpower on extra payment basis @ of additional manpower rate.	The bidder should note that Clause No. 4.2.21.5 of the Tender Document will remain unchanged and will be applicable as stated in the original document.
13	4.2.21.6	31 of 76	Filtration machines O&M.	1.Oil filtration machine and Oil analysis shall be in the scope of NPL. 2.Oil replacement will be done by Bidder.	Noted
14	4.2.21.7	31 of 76	Replacement of electrical motor 50 KW or more	Please Confirm- 1. Rewinding LT/ HT Motor , Exhaust fan excluded from Vendor Scope. 2. Transportation of Motor & Equipment out side the plant permises not in Vendor Scope.	The Bidder to note that Contractor needs to replace motor only, Rewinding of Motor and its Transportation will be in NPL Scope.
15	4.3.4	31 of 76	Clean all sump pump pits, CHP drains including coal yards, tunnels drain periodically as per requirement	Noted, Dewatering machine shall be provided by NPL	The Bidder to note that as per Annexure-V (List of minimum Tools, tackles to be maintained on regular basis), S. No. 81, Dewatering Pump, (3HP & 5 HP each) will be in Bidder's scope.
16	4.3.8	32 of 76	Tractor trolley required for disposal of coal, tramped materials and debris shall be arranged by the Contractor.	Boulder loading unloading shall not be a part of vendor scope of work.	The bidder should note that Clause No. 4.3.8 of the Tender Document will remain unchanged and will be applicable as stated in the original document.
17	4.3.12	32 of 76	Dedicated office boy shall be provided for pantry services and other miscellaneous works.	Kindly share the number of office boys to be engaged under this contract	01 No. in General Shift (included in daily deployment manpower)
18	4.3.12	32 of 76	Dedicated office boy shall be provided for pantry services and other miscellaneous works.	Office Boy will be in General Shift or in all 3 shifts	Bidder to note that Office boy is included in daily deployment manpower sheet and it is required in General shift only
19	7.6	48 of 87	Office Infrastructure: NPL will provide space to the Contractor for construction of site office, however, the construction, furnishing, maintenance of office with all infrastructures including IT will be arranged by the Contractor at his own cost. The same shall be demolish and space/site shall be cleared by the Contractor at the time of leaving the NPL Plant.	Kindly clarify whether store space also provided by NPL and if there is any rent will be involved for the space provided by the NPL	Bidder to note that no rent is involved for providing the space for store/office to Contractor.
20	8.3.5	37 of 76	Additional manpower as per the requirement up to 10% will be deployed within 48 hours by the Contractor without any financial implication to NPL for handling the emergency.	Any Additional manpower required for any emergency same shall be deployed on additional manday charges basis.	The bidder to note that Clause No. 8.3.5 of the Tender Document will remain unchanged and will be applicable as stated in the original document. Additional manpower upto 10% will be in Contractor Scope only in case of Emergency.
21	8.3.6	37 of 76	Bidder should comply with the NPL's expectations to retain existing contractual manpower up to level of 30% to ensure seamless round the clock operation of CHP.	Please confirm the Current Wages & Salary of that 30% Manpower.	Bidder may visit NPL site for same.
22	8.9	43 of 76	Payment Terms	2.1 NPL shall pay an amount of ten percent (10%) of the Annual Base Price toBidder as advance payment. The advance shall be recovered in equal installments in the next 10 running account bills. 2.2 Against the Advance Payment, Bidder shall give an Advanced PerformanceBank Guarantee (APBG) to NPL. 2.3 APBG shall become effective only upon the receipt of the advance Payment by Bidder.	The bidder should note that Clause No. 8.9 of the Tender Document will remain unchanged and will be applicable as stated in the original document.
23	8.9.1	43 of 76	95% payment along with 100% taxes & duties, if any, will be made by EFT (Electronic Fund Transfer) within 60 days against receipt of monthly invoices along with all the required documents and acceptance of work by the NPL's Engineer In-Charge (EIC).	Payment shall be made by NPL within 30 days from the submission of RA bills.	The bidder to note that Clause No. 8.9.1 of the Tender Document will remain unchanged and will be applicable as stated in the original tender document.

24	8.9.3 & 8.9.4	43 of 76	1. Balance 5% of the basic monthly amount will be kept as retention from monthly invoices, which will be released annually within 30 days on successful completion of 1st year. 2. Performance Bank Guarantee (PBG) shall be submitted within 30 days from the date of issuance of PO as per format provided in Annexure-VIII equivalent to 10% of the Yearly Basic Contract Price valid for 12 months + 3 months claim period.	We shall provide the Performance Bank guarantee @ rate 5 % of Yearly basic value. No retention shall be hold.	The bidder to note that Clause No. 8.9.3 & 8.9.4 of the Tender Document will remain unchanged and will be applicable as stated in the original tender document.
25	8.9.5	44 of 76	During the currency of the contract, at any point of time, NPL Engineer In-charge may require deployment of additional manpower for any of the under-mentioned categories. The payment for this deployment shall be paid as tabulated below. And this man-day rate will remain firm and fixed for entire contract duration. Taxes and duties shall be paid extra.	Please confirm- 1. Given Rates are for 8 or 12 Hours Working Shift 2. given rates shall be amend if the as per minimum wages of state govt. 3. safety Ppe's charges shall be paid extra.	The bidder to note that Clause No. 8.9.3 & 8.9.4 of the Tender Document will remain unchanged and will be applicable as stated in the original tender document.
26	8.11.1	44 of 76	For Resources: 100% resources shall be mobilized at NPL Plant within 30 days from the date of issue of PO (or) Sep 25, 2023, whichever is earlier.	Minimum 45 days required for mobilization of manpower	Bidder to note that mobilization period will remain same as per the Tender Document
27	8.13.18	46 of 76	The Contractor shall deploy technician /electrician for repairing & healthiness of their Own T&P deployed at the site (Welding m/c with VRD for both single & 3-phase machine), grinder, chain block, Hydraulic jack & extension board etc).	Will be permanent or Visiting basis	The bidder to note that as per Annexure-V (List of minimum Tools, tackles to be maintained on regular basis), manpower will be in Contractor's scope for maintaining the same.
28	8.15.1	47 of 76	In case of any failure whatsoever towards timely completion of work / mobilization of resources due to any reason not attributable to Owner, the Contractor shall be liable to pay to the Owner liquidated damages, an amount calculated at the rate of 1% per week of delay or part thereof subjected to maximum of 10% of the Basic Contract Price. The Parties acknowledge and accept that the LD is genuine pre-estimate of loss that will be suffered by the Owner in case of delay.	1. Agreed. But LD shall be applied on the bill value of the remaining period of contract. 2. We request you to fix the maximum LD limit to 5%.	The bidder should note that the basis of LD (Liquidated Damages) calculation will remain the same as specified in the Tender Document
29	8.16.10	49 of 76	Non-Readiness of spare assembly: The Contractor shall always ensure readiness of all spare assembly at all times for replacement. If any assembly is not ready for replacement, a penalty @ Rs 1000(Rupees one thousand only) per day shall be charged and recovered from the monthly bill.	To ensure the readiness of the spares assembly, NPL should provide the required internal spares on time.	Noted
30	9.15	55 of 76	The aggregate liability of the Contractor under this Contract shall not exceed 100% of the basic Contract Price, except in respect of the matters covered under indemnity and/or damage to property clause.	Limitation of Liability: The total aggregated liability of the CONTRACTOR under this contract agreement shall be limited to maximum of 10% of the Monthly Contract Price. Such penalty shall be deducted from the respective monthly payment and shall neither be carry forward nor be considered retrospectively	The bidder to note that Clause No. 9.15 of the Tender Document will remain unchanged and will be applicable as stated in the original tender document.
31	Annexure -III (Billing Break Up)	63 of 76	Second year rate at an escalation of 2.5 %.	Given 2.5% escalation is Low as per Wages & Cost Rise on each & Every year. Request to you kindly change it of 5% yearly escalation.	The bidder to note that escalation mentioned in Annexure III for 2nd year of the Tender Document will remain unchanged and will be applicable as stated in the original tender document.
32	Annexure -III (Billing Break Up), Note b	63 of 76	For 1.3., Bidder must quote individual tools & tackles rates on monthly basis as per Annexure-XII	T&P will be hired for 24 months or as per requirement basis	Bidder to note that Owner will place the PO for required tools & tackles at its sole discretion.