



**BIHAR STATE HYDROELECTRIC POWER
CORPORATION LIMITED**

**Reply of Pre bid queries received from different bidders
against NIT No. 02/Elect./2023-24 Dated: 05/07/2023**

Participation in the Pre-bid meeting held on 28.07.2023
for
NIT No. 02/Elect./2023-24 dated 05.07.2023

Sl No.	Name of Firm	Name of representative	Signature	Mobile No.
1.	HOC	Nikhil	Nikhil	9431271857
2.	Balaji Enterprises	Shadab Afreen	Shadab Afreen	9808426254
3.	Prakash Power Engineers Works	Ravi Prakash Ravi	Ravi	9801134908
4.	Dweepsh Kr. Upadhyay G. D. SIK Infra project Pvt Ltd	Do	D. Upadhyay	7546979516
5.	Ratan & Sons electronics P.V.T.LTD	Lal Ratan	Lal Ratan	9431437452
6.	Latent renewable Energies Pvt Ltd	Vidhan Kumar Rai	Vidhan Kumar Rai	7733403216
7.	Buchiya Controls Pvt Ltd Joint Venture	S Praveen & faisal Abun	S Praveen	9891345001
8.	Ytek Controls	Rajeev Babbar	Rajeev Babbar	9412075711
9.	Shahabud Enggs Pvt. Ltd.	A.K. Singh	A.K. Singh	943103108
10.	Purochan Construction Pvt Ltd.	M.K. Singh	M.K. Singh	8857999019

Time Extension Notice

Dated 03.08.2023

Due date for opening of online tender for Group-I, II, III & IV of NIT No. 02/Elect./2023-24 dated 05.07.2023 for Restoration, Operation and Maintenance of small hydro projects on rate of sale of energy basis situated on Sone Canal System in Bihar is extended as below:-

Sl. No.	Activity	Duration
1.	Online Sale/Download date of Tender documents	upto 29/08/2023 (18:00 Hrs.) (www.eproc2.bihar.gov.in)
2.	Date/Time for submission/ uploading of offer/Bid	30/08/2023 (18:00 Hrs.) (www.eproc2.bihar.gov.in)
3.	Submission of form fee & EMD in Hard copy/Original	31/08/2023 15: 00 Hrs. (Sone Bhawan, Patna)
4.	Date & time for opening of technical and commercial bid	31/08/2023 (16:00 Hrs.) (www.eproc2.bihar.gov.in)
5.	Date time and place of opening of Financial Bid	Will be announced later by competent authority (www.eproc2.bihar.gov.in)

Queries received from following firms:

S.No.	Firms
1	M/s Shahabad Engineers Pvt. Ltd.
2	M/s Perfect Hydel Power
3	M/s Prakash Power
4	M/s Balaji Enterprises
5	M/s Inorganic World
6	M/s Khushi Enterprises
7	M/s Latent Renewable Energies Pvt Ltd
8	M/s Manikaran Power
9	M/s Ytek Controls

M/s Shahabad Engineers Pvt. Ltd.

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
M/s Shahabad Engineers Pvt. Ltd.,	A.	Commercial		
	1.	Rates		
		(i) The rate has been asked from for the entire contract period i.e. period for restoration and Operation for 20 years. The rate of spares, consumables and labour will increase every year Can corporation think for any price variation formula to compensate the price rise.?	<p>Volume- I - 2.12 BID PRICES</p> <p>The bidders shall quote their rates in the online standard format of the Financial Bid. (Format shown as Annexure-II)</p> <p>The prices quoted shall be all inclusive.</p>	The rate has been asked from the firm for the entire contract period. Hence there is no variation in price applicable.
		(ii) Has corporation fixed any upper limit of per unit rate	Duties and taxes: Contractor shall be responsible for timely and full payment of all taxes, duties and surcharges on taxes to concerned authorities as may be applicable & due for execution of contract.	Provision as per NIT
		(iii) In the tender document, it has been mentioned that quoted price shall be inclusive. It may be clarified inclusive of what"	Price adjustment: The rate quoted by the Bidders shall remain firm for the entire period of contract.	Provision as per NIT
	(iv) Per unit rate shall be on the basis of Power Generated or Export of Power?	<p>Volume – I – 3.28(iv)The billing will be normally done on the basis of readings on recorded by meters installed at the Delivery Point (Main Meters) at grid substation of BSPTCL. In case the metering equipment of Delivery Point becomes defective, the billing shall be done on the basis of meter readings of the meters installed at generating station switchyard (i.e. the Check Meter)</p>	Per unit rate shall be on the basis of Export of Power which has been clarified on the clause 3.28 (iv) of the NIT	

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
	2.	<p>Insurance</p> <p>Since the assets of the Project is of BHPC hence BHPC is only illegible for Insurance of the Property of BHPC</p>	<p>Volume-I -3.23.1 Insurance</p> <p>The contractor at his cost shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect the interests of the Owner, against all risks as detailed herein.</p> <p>All costs on account of insurance liabilities covered under the Contract will be on contractors account and will be included in Contract Price. However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to increase/decrease the insurance coverage risks and in such case, the parties to the Contract will agree for a mutual settlement, for refund/reimbursement/adjustment to the altered or reduced premium amounts..</p>	<p>Provision as per NIT.</p>

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
	3.	Qualifying Criteria		
		(i) In the tender documents it has been mentioned that "The Bidder, who have minimum experience of three years in Operation & Maintenance of such Small Hydro Power Project" are illegible for bidding, but in form. 1. details of Restoration and Operation & Maintenance works of Hydro Power Station executed in only for the last 3 years. If the bidder has experience of 3 years but not within last 3 years, are they illegible?	Volume – I - 5.0 QUALIFYING CRITERIA i) Manufactures of Small Hydro Power Plants. Or The bidders who have minimum experience of three years in operation and maintenance of Small Hydro Project. Or Have experience in developing, constructing & commissioning of such Small Hydro Power projects. ii)The bidders should be registered under the Indian Companies Act or under the laws of Bihar State or equivalent within legal framework of State/Govt. of India.	The bidder should have experience of 3 years within past 7 years.
		(ii) In the tender it has mentioned that the bidder who have experience in developing, constructing & commissioning of such small hydro power plants are illegible for bid, but there is no format for experience of such work in tender documents.	iii) The bidder should be Registered Electrical Contractor having valid H.T. Contractor License.	Form 1 may be used for experience in developing, constructing & commissioning of such small hydro power plants
		(ii) If the bidder has experience of above said works for the work of BHPC, they have also to submit experience certificate? If yes, Certificate shall be of which level of the officer of the BHPC	iv) The bidder should be registered under EPF and Miscellaneous Provisions Act, 1952 with EPF, IT, Labour and GST Departments etc.	The certificates for BSHPC work to be obtained from Chief Engineer, BHPC
		(iv) For, labour license, it is necessary to submit copy of L.O.I. of the work and Form-V from the customer of the work. It can only be obtained after allotment of the work. The bid without labour license will be entertained or not?	v)The bidder must be a profit making company having following average net-worth during last three financial years as per audited financial report.	The agency can submit these licenses after issue of LOI but the work order will be given by BSHPC only after submission of these documents.
		(v) Now Employee Insurance Act is applicable for most of the Projects. ESIC registration is mandatory or not?	vi) In case the firm bids for more than one group then eligible criteria will be cumulative for those groups in which the	ESIC registration is mandatory

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>bidder shall be found L1</p> <p>vii) Bids should be kept valid for acceptance for a period of 180 (one hundred eighty) days from the day bids are opened. A bid valid for a shorter period shall be rejected.</p> <p>viii) Joint Venture are also eligible to participate in the tenders, having following eligibility criteria:-</p> <p>a) Either of the partner of Joint Venture should be technically qualified.</p> <p>b) Each partner of Joint Venture shall fulfill the financial qualifying criteria in ratio of their respective stake made in Joint Venture.</p> <p>c) The share of any partner of the Joint Venture shall not be less than 26%</p> <p>d) All constituents firms of joint venture shall be jointly and severally responsible and liable for the execution of the contract as per terms and conditions of contract.</p> <p>e) The Joint Venture Company has to be registered under company act within 30 days of issue of LOI/ award of the contract.</p> <p>f) If any bidder is quoting against one or more groups in his individual capacity, he cannot be a part of joint ventures to participate in same group(s).</p> <p>ix) The bidder should</p>	

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			not be a blacklisted contractor/company by BHPCL, Bihar Govt./ State Electricity Board/ Power Distribution Company of State Governments or any department of any State or Government of India.	
	4.	Incentive & Penalty		
		(i) Normative Energy mentioned in the tender seems to be higher side. Either it should of average of last 10 years or calculated average, monthly Power Potential of the Project, cumulative for a year	Volume-I - 4.2 INCENTIVES/PENALTIES FOR POWER GENERATION The company shall pay to the contractor incentives or impose penalties as indicated below on yearly basis during a financial year (from 0.00 hrs. of 1 st April of a particular year up to 24.00 hrs. of 31 st March of the following year Incentive @ 5% over and above the “Normative Annual Output” as indicated in the Table “Normative Energy” Penalty @ 10% below 80% of the Normative Annual Output as indicated in the table “Normative Energy”	Provision as per NIT
		(ii) For purpose of Incentive & Penalty. Power Generation will be considered or Power Export?		Provision as per NIT
		(iii) Force Majeure condition will be considered for imposing of Penalty?		Provision as per NIT
		(iv) Penalty should be imposes not on the basis of Normative Annual Output, but on basis of PAA.	(i) The incentives shall be computed on energy generation on yearly basis. All the projects shall be taken together for computation of incentive/penalties. Incentives shall be payable even during the restoration period. (ii) The contractor, will not be entitled to any compensation/relief in this regard on account of canal closure, non-availability of water,	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>scheduled outages, maintenance outages, forced outages, reserved outages and interruption/curtailment in delivery of energy required by BSPHCL/Owner, grid shut down or any reasons for not generating power.</p> <p>(iii) The aforesaid incentives will be applicable from the time and date on which the power projects are handed over to the Contractor. For incomplete year the incentive will be applicable from the time and date of handing over of the project to the Contractor up to the following 24.00 hrs. of 31st March or from 00.00 hrs. of 1st April to the following time and date on which the power plant is handed over back to the Owner on pro-rata basis.</p> <p>(iv) No penalties shall be levied during the “Restoration Period” of eighteen (18) months commencing from the date of handing over the Project to Contractor.</p> <p>(v) No claim will be admissible by BHPC for deemed generation or no penalties will be imposed on the contractor for no generation in the situation which are beyond the control of the Company/agency</p>	

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	5.	Accommodation		
		(i) If BHPC hand over available accommodation & office to facilitate round the clock O&M, it will be free of cost or chargeable basis? If chargeable what will be charge?	Volume-I- 4.20- FACILITIES TO BE PROVIDED TO THE CONTRACTOR	Provision as per NIT
		(ii) If we want to set up a workshop in campus of the project at our own cost, will corporation provide space for same and Power Supply?	<p>(i) Stores & Office Suitable covered stores and office out of the already available ones shall be allocated to the Contractor for storing spares, tools and tackles and office equipment free of rent. Providing safety gadgets, furniture and proper lighting etc. in stores and offices will be Contractor's responsibility.</p> <p>(ii) Residences at Site Subject to availability, accommodation can be allotted only to few operating staff of Contractor on shift duty on prevailing rate of BHPC or commercial rent basis for the duration of the Contract. Contractor shall be responsible to get the accommodation vacated and handover to Owner within 30 (thirty) days of the expiry of Contract period. However, Contractor shall be fully responsible for arranging the accommodation for his staff.</p>	Provision as per NIT
	6.	Payment		
		Can BHPC issue letter of credit with a Bank to facilitate payment of our bill. If yes what rebate will be expected from the contractor?	Volume- I - 3.28 TERMS OF PAYMENT	Provision as per NIT
			(i) All expenses to be incurred under this contract for "Restoration and O&M" of the projects under this group	

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			<p>shall be borne by the Contractor. Payment shall be made only for the energy generated on the awarded rate of energy as per contract agreement. No other payment, on whatsoever reasons, shall be admissible.</p> <p>(ii) The contractor will have “Performance Incentives” and Penalties for over/under-performance as stipulated in the particular conditions of the contract.</p> <p>(iii) The accepted “Rate of Energy” shall remain firm for the entire period of contract.</p> <p>(iv) The billing will be normally done on the basis of readings on recorded by meters installed at the Delivery Point (Main Meters) at grid substation of BSPTCL. In case the metering equipment of Delivery Point becomes defective, the billing shall be done on the basis of meter readings of the meters installed at generating station switchyard (i.e. the Check Meter)</p> <p>(v) <u>Payment</u>: - 90% value of Billed Amount against Energy Charges shall be paid to the contractor on the basis of monthly joint meter reading for energy exported duly signed by the representative of agency and authorized person of the Corporation. The “Due</p>	

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			<p>Date” for release of payment shall be the last day of the succeeding month in which the bill has been duly accepted by BHPC.</p> <p>Balance 10% value of Billed Amount against Energy charges shall be paid after assessment of performance of contract at the end of the financial year.</p> <p>(vi) <u>Rebate</u>: - For payment of any Bill within due date (Due date being the last day of the succeeding month), the following Rebate shall be paid by the contractor to the BHPC in the following manner.</p> <p>a. A rebate of 2% shall be payable to the BHPC for the payments made in full within three Business Days of receipt of the Bill by the BHPC.</p> <p>b. For payment of Bill subsequently but within the Due Date a rebate of 1% shall be allowed for the payments made in full.</p> <p>c. No rebate shall be payable on the Bills raised on account of taxes, duties and surcharge etc.</p> <p>(vii) Payment to be made to the agency within three months (90 days) of the date of submission of the bill</p>	
	B.	Technical		
	1.	Drawing & Manual		
		In the tender document only layout drawings are available for Restoration works Drawings of its all components	Volume- II- Section -III 3.1.2.1 Operation of Generating Units and Auxiliaries	Drawing has been uploaded on BHPC website as well as e-proc2. For any

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		along with specifications and previous pre commissioning reports an required, which is not available at site/site office. Where from we would obtain the above document If these are not available. reengineering will be required, which would increase the cost of Restoration work	Any required detail may be obtained during visit of project	further queries contact to BHPC HQR. Office
	2.	Supervision		
		Manufactures experts would be available for restoration work or not? If yes at whose cost?	<p>Volume-II, Section-I-1.1.1.1 Scope</p> <p>The work shall include providing materials, all necessary plant and equipment, providing adequate engineering supervision and technical personnel, skilled and unskilled labour etc. as required to carry out the entire work described herein subsequently and/or as directed by the Engineer in conformity with E&M equipment manufacturer.</p> <p>The Contractor shall carry out all works meant within the intent of this specification even if not explicitly mentioned herein. All works shall be executed to the satisfaction of the Engineer.</p>	Provision as per NIT
	3.	Pre shutdown/Post shutdown readings/report shall be provided to assess the extent of repair.	<p>Volume- II -1.3.6.1.1 Pre-shutdown and Pre-teardown readings</p> <p>The purpose of pre-shutdown and pre-teardown readings are to determine the condition of the unit prior to the overhaul so necessary repairs can be made during the overhaul. Operational readings, such as vibration and temperature data, can provide a signature of the</p>	<p>These details may be obtained during visit of project. Details of Site Incharge as follows:</p> <p>Dehri-Rajiv Ranjan (AE.Elect.) 8102677477 Barun-Uday Kumar Singh(A.E – Civil)6366129352 Nasriganj,Dhelabagh -Rajiv Ranjan (J.E)7061854872</p>

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>condition of the unit before teardown. The pre-teardown readings are also useful as reference data during reassembly. In taking the readings, it is important that all readings are consistent. For example, the north, south, east, and west positions used for the shaft alignment readings do not necessarily have to correspond exactly with the actual directions, but the position the bearing, seal ring, and air gap readings are taken must correspond within a few degrees, with each other, and the alignment readings. Referring to the readings as downstream, upstream, right, and left may help with consistency. Pre-shutdown readings should include all pertinent information such as reservoir and tailrace elevations, wicket gate opening, and unit load.</p>	<p>Jainagra,Shirkhinda –Rajesh Kumar(J.E-Elect) 9905900925 Sebari-Rajkumar J.E-Elect-8409501923 Belsar.Agnoor-Ashish Mohan Sharma-A.E,9801800220 Arwal-Ravi Shankar Sharma,A.E,957227054</p>
	4.	Cable schedule of Power House would be required to assess the extent of replacement of cable.		These details may be obtained during visit of project from site in charge.
	5.	List of manufactures of each equipment are required, to assess the cost of spears required.		These details may be obtained during visit of project from site in charge.
	6.	Description and cross section of boundary wall is required to assess the cost.		These details may be obtained during visit of project from site in charge .
	7.	Dismantling device, Erection device and Special Tools and plant are available or not?		These details may be obtained during visit of project from site in charge.
	8.	Dismantling and erection manual of manufacture is required.		These details may be obtained during visit of project from site in charge.

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
	9.	The scope of work for Restoration is limited to the description of work for Restoration work in tender document only? If any additional work is required to be done as per direction of Engineer in Charge or Supervisor, it will be treated as extra work and extra payment would be done for the same. Please confirm.	<p>Volume –II- 2.1.3.1 - Restoration of Plant</p> <p>(i) Restoration work on Civil, Hydro-Mechanical and Electro-Mechanical works on power station is to be carried as per details given in the Technical Specification.</p> <p>(ii)The activities and works for restoration as stipulated in the particular technical specifications as well as the periodic maintenance shall be Mandatory and no deviation shall be permitted. Apart from the stipulations described in detail these have been summarized for project to serve as a check-list.</p>	Provision as per NIT
	10.	The time for submission is very short, because the extent of quantum of repair and its cost would not be ascertained in this period. It should be extended for at least one month from the date of clarification of doubts and availability of drawings and specifications.		Time Extension Notice has been uploaded New Date/Time for submission/ uploading of offer/Bid is 30/08/2023 (18:00 Hrs.) www.eproc2.bihar.gov.in
	C.	In continuation of our letter no. SEPL/DHR/77/23-24, we have to say that for restoration of Dehri-On-Sone SHP (GHR.-1) as per the tender document (Restoration Details of Electrical & Mechanical works). Replacement of Turbine Shaft Seal including machining of wearing cylinder and wearing ring of all the 4 units are to be done, for which Turbine runner would be	<p>Volume-I- 3.9 TIME- THE ESSENCE OF CONTRACT</p> <p>The time and the date of completion of the works as stipulated hereunder, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the stipulated time period.</p>	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
		<p>deassembled and to be stored at service bay. Also stator winding of all the 4 units are to be replaced from class 'B' insulation to class 'F' insulation. For this work of stators of all the four units are to be dismantled and is to be brought to service bay.</p> <p>The area on service bay is sufficient to accommodate only items of one unit at a time and for completing restoration of one unit would take at least six months. Thus total minimum period for restoration work would not be less than 2 years.</p> <p>It is requested to extend the restoration period of Dehri SHP (Gr-1) from 18 months to 24 months.</p>	<p>For Restoration 18 months- For O&M-20 years (Post Restoration Period)</p> <p>If the restoration period exceeds 18 months due to agency, then the additional restoration period will be valid after deducting it from the 20 years laid down for operation & maintenance.</p>	

M/s Perfect Hydel Power

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
M/s Perfect Hydel Power	1.	In News Paper Tender Notice, it was mentioned as Sale of Energy but in Tender Document it is mentioned as for Restoration and O&M. Nowhere mentioned as Sale of Energy. (In sale of Energy at present there is no GST, but when it comes to O&M GST of 18% is applicable at present. So this Tender has to be in O&M and Sale of Energy.	<p>News paper: E-tenders are invited from interested, reputed & experienced firms/contractors/developers for Restoration, Operation and Maintenance of the following small hydro projects on rate of sale of energy basis in Bihar: Group-I Dehri (4x1.65MW), Group-II Barun (2x1.65MW), Group-III Nasriganj (2x500KW), Dhelabagh (2x500KW), Sebari (2x500KW), Shrikhinda (2x350KW), & Jainagra (2x500KW) and Group-IV Agnoor (2x500KW), Arwal (1x500KW) & Belsar (2x500 KW). The tender can be downloaded from the website upto 07.08.2023 (18:00 Hrs.).</p> <p style="text-align: center;">Annexure –II of Tender Document Volume-I</p>	Provision as per NIT
	2.	It has been mentioned that quote rate should be firm for 20 years and not giving any price escalation. As each and every year the expenditure for the maintenance and running cost increases. So in order to meet this rise in expenditure every year we request you to give any appreciation in price yearly wise or at least in interval of 2 years.	<p>Volume- I - 4.7 PRICE ESCALATION</p> <p>No escalation shall be admissible in the quoted “Energy Rate” on account of variation in the price index for labour and materials etc.</p>	Provision as per NIT
	3.	As the Machines are already more than 15 years of life, it seems for further 20 years will be a long time. So we kindly request you to reduce to 10 years.	<p>Volume –I - 3.9 TIME-THE ESSENCE OF CONTRACT</p> <p>The time and the date of completion of the works as stipulated hereunder, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the stipulated time period.</p>	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>For Restoration 18/12 months</p> <p>For O&M 20 years (Post - Restoration Period)</p> <p>If the restoration period exceeds 18 months due to agency, then the additional restoration period will be valid after deducting it from the 20 years laid down for operation & maintenance.</p>	
	4.	<p>It has been mentioned in your Tender Document that if any Taxes and Statuaries imposed by the Government in future, the same shall be also paid by the Contractor. We would be very much sorry for that, with all these conditions and without any price escalation it would be impossible for us to participate in the Tender.</p>	<p>Volume- I, 4.8 -TAXES, DUTIES AND OCTROI</p> <p>Taxes, duties, Insurance and octroi as levied by Central/State Government or by statutory bodies on the power plant/energy generated/materials procured shall be paid by the Contractor.</p>	Provision as per NIT
	5.	<p>In Tender Document Volume-I, Section 4.1, under Power Generation, it is mentioned as ' Normative Energy for three power Houses combined is 2.77MU's and penalty of 10% will be imposed if Generation is 80% below of Normative Energy. As the Operation and Maintenance works is for 20 years and is based on per Unit based Generation, it is very much necessary to generate to the maximum extent. But at initial conditions during 2 to 3 years, it may not be possible to attain the mentioned Normative</p>	<p>Volume-I, 4.2 INCENTIVES/PENALTIES FOR POWER GENERATION</p> <p>The company shall pay to the contractor incentives or impose penalties as indicated below on yearly basis during a financial year (from 0.00 hrs. of 1st April of a particular year up to 24.00 hrs. of 31st March of the following year</p> <p>Incentive @ 5% over and above the "Normative Annual Output" as indicated in the Table "Normative Energy"</p> <p>Penalty @ 10% below 80% of the Normative Annual Output as indicated in the table "Normative Energy"</p> <p>(vi) The incentives shall be computed on energy generation on yearly basis. All the projects shall be taken together for computation of incentive/penalties. Incentives shall be payable even during the</p>	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
		<p>Energy. So we kindly request you to remove this Penalty clause or reduce it from 80% to 20%.</p>	<p>restoration period. (vii) The contractor, will not be entitled to any compensation/relief in this regard on account of canal closure, non-availability of water, scheduled outages, maintenance outages, forced outages, reserved outages and interruption/curtailment in delivery of energy required by BSPHCL/Owner, grid shut down or any reasons for not generating power. (viii) The aforesaid incentives will be applicable from the time and date on which the power projects are handed over to the Contractor. For incomplete year the incentive will be applicable from the time and date of handing over of the project to the Contractor up to the following 24.00 hrs. of 31st March or from 00.00 hrs. of 1st April to the following time and date on which the power plant is handed over back to the Owner on pro-rata basis. (ix) No penalties shall be levied during the “Restoration Period” of eighteen (18) months commencing from the date of handing over the Project to Contractor. (x) No claim will be admissible by BHPC for deemed generation or no penalties will be imposed on the contractor for no generation in the situation which are beyond the control of the Company/agency</p>	
	6.	<p>Almost many of the Technical Specification mentioned in the Tender Document Volume II Group-IV Projects is based on, terms of new Plant Erection or</p>	<p>Volume – I - 3.9 TIME-THE ESSENCE OF CONTRACT The time and the date of completion of the works as stipulated hereunder, shall be deemed to be the essence of the</p>	<p>Provision as per Tender Document</p>

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
		<p>complete Renovation of the Project, which involve a very high initial investment and also within a time span of 12 months. So to complete the Restoration Works as per your given Technical Specifications and time period will be not possible by us</p>	<p>Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the stipulated time period.</p> <p>For Restoration 18/12 months</p> <p>For O&M 20 years (Post - Restoration Period)</p> <p>If the restoration period exceeds 18 months due to agency, then the additional restoration period will be valid after deducting it from the 20 years laid down for operation & maintenance.</p>	
	7.	<p>As the O&M is for 20 years, the Restoration works cannot be done at a single stretch instead we give the repairing priority, first to put the Machines in service. From this we can find the necessary modifications or further repairing required to improve the Generation and Machine performance. This will be followed each and every Season to improve the Generation and performance of the Machines further. At the same time repairing, retrofication and restoration of all other equipment's will be also done sequentially as per our requirement.</p>	<p>Volume – I - 3.9 TIME-THE ESSENCE OF CONTRACT</p> <p>The time and the date of completion of the works as stipulated hereunder, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the stipulated time period.</p> <p>For Restoration 18/12 months</p> <p>For O&M 20 years (Post - Restoration Period)</p> <p>If the restoration period exceeds 18 months due to agency, then the additional restoration period will be valid after deducting it from the 20 years laid down for operation & maintenance.</p>	Provision as per NIT

M/s Prakash Power Engineering Works

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
M/s Prakash Power Engineering Works	1	To be kept on the basis of Normatic Generation, 10 year generation, , Valmikinagar, Kataiya, Triveni SHP.	Volume – I -4.1 POWER GENERATION The normative power generation corresponds to maximum energy generated in a year since commissioning	Provision as per NIT
	2	E.M.D., Security should be kept on the basis of SHP Valmikinagar Triveni, Kataiya.	Volume – I- 6.0 EARNEST MONEY DEPOSIT (EMD) i) All the tenders/bids must be accompanied by Earnest Money as above in the form of a Demand Draft or payment through online mode or a Bank Guarantee of any Nationalized / Scheduled Bank drawn as per the BG format of BHPC. ii) Technical Bids of only those bidders who have submitted EMD of the requisite amount shall be opened. iii) Unsuccessful Bidder's Earnest Money shall be refunded within 30 (Thirty) days of the award of Contract/issue of LOI to the successful bidder. iv) The successful bidder's earnest money will be refunded after receipt of full Performance Security and signing the contract. v) The earnest money may be forfeited, if the successful bidder fails to sign the contract agreement within 30 (Thirty) days of issue of Letter of Intent. vi) The tenderers of following categories are	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>exempted from depositing Earnest Money.</p> <p>(a) The firms registered with Govt. as MSME (Micro, Small and Medium Enterprises) shall be exempted from depositing Earnest Money, provided that a certificate of registration as MSME is submitted.</p> <p>Public Sector undertakings, fully owned by the Bihar Government/ Central Government/other State Governments shall be exempted from depositing Earnest Money, provided</p>	
	3	Incentive and penalty should be kept equal.	<p>Volume – I- 4.1 POWER GENERATION</p> <p>The company shall pay to the contractor incentives or impose penalties as indicated below on yearly basis during a financial year (from 0.00 hrs. of 1st April of a particular year up to 24.00 hrs. of 31st March of the following year</p> <p>Incentive @ 5% over and above the “Normative Annual Output” as indicated in the Table “Normative Energy”</p> <p>Penalty @ 10% below 80% of the Normative Annual Output indicated in the table “Normative Energy”</p> <p>The incentives shall be computed on energy generation on yearly</p>	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>basis. All the projects shall be taken together for computation of incentive/penalties. Incentives shall be payable even during the restoration period.</p> <p>The contractor, will not be entitled to any compensation/relief in this regard on account of canal closure, non-availability of water, scheduled outages, maintenance outages, forced outages, reserved outages and interruption/curtailment in delivery of energy required by BSPHCL/Owner, grid shut down or any reasons for not generating power.</p> <p>The aforesaid incentives will be applicable from the time and date on which the power projects are handed over to the Contractor. For incomplete year the incentive will be applicable from the time and date of handing over of the project to the Contractor up to the following 24.00 hrs. of 31st March or from 00.00 hrs. of 1st April to the following time and date on which the power plant is handed over back to the Owner on pro-rata basis.</p> <p>No penalties shall be levied during the “Restoration Period” of eighteen (18) months commencing from the</p>	

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>date of handing over the Project to Contractor.</p> <p>No claim will be admissible by BHPC for deemed generation or no penalties will be imposed on the contractor for no generation in the situation which are beyond the control of the Company/agency</p>	
	4.	<p>Period of Renovation</p> <p>1. Dehri-On-Sone HEP 2.0 years</p> <p>2. Barun HEP 2.5 years</p> <p>3. And other HEP 1.5 years</p> <p>This is the reason for keeping the renovation period.</p> <p>(a) The plant is no longer available in the market. Available within 6 months to 1 year from the date of placing the order.</p> <p>(b) It will take time to do the work.</p> <p>(c) Repairing of shaft of Unit No. 1 of Barun project will have to do dismantle the whole machine, then the shaft will have to be sent out for repair. Have to assemble after repair.</p>	<p>Volume – I -3.9 TIME-THE ESSENCE OF CONTRACT</p> <p>The time and the date of completion of the works as stipulated hereunder, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the stipulated time period.</p> <p>For Restoration 18/12 months</p> <p>For O&M 20 years (Post - Restoration Period)</p> <p>If the restoration period exceeds 18 months due to agency, then the additional restoration period will be valid after deducting it from the 20 years laid down for operation & maintenance.</p>	Provision as per NIT
	5	<p>Per unit, rate increase should be in between 5% to 10% every year. A copy of the order of the other state is attached.</p>	<p>Volume- I - 4.7 PRICE ESCALATION</p> <p>No escalation shall be admissible in the quoted “Energy Rate” on account of variation in the price index for labour and materials etc.</p>	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
	6	In other states the distributor who produces electricity from hydel is paid at the rate of four rupees (Rs. 4.0) to four rupees fifty paise (Rs. 4.50) per unit.	Volume- I - 4.7 PRICE ESCALATION No escalation shall be admissible in the quoted “Energy Rate” on account of variation in the price index for labour and materials etc.	Provision as per NIT
	7	Valmiknagar HEP and Dehri HEP has come in Generation in about 1993. At that time the project cost was around 7 crores per MW. In this way the cost of Valmiki Nagar is around 105 crores. The cost of Dehri is around 46.5 crores. Project Barun came into generation in about 1996. In this way the cost of Barun is around 24 crores.	Volume –II- 2.1.3.1 - Restoration of Plant (i) Restoration work on Civil, Hydro-Mechanical and Electro-Mechanical works on power station is to be carried as per details given in the Technical Specification. (ii) The activities and works for restoration as stipulated in the particular technical specifications as well as the periodic maintenance shall be Mandatory and no deviation shall be permitted. Apart from the stipulations described in detail these have been summarized for project to serve as a check-list.	Provision as per NIT
	8	Payment should be made within 15 days after submitting the monthly bill.	Volume- I - 3.28 TERMS OF PAYMENT	Provision as per NIT
	9	If the bill is not paid, interest payment at the rate of 2% per month should be done along with the bill payment after one month of bill submission.	Payment to be made to the agency within three months (90 days) of the date of submission of the bill	

M/s Balaji Enterprises

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
M/s Balaji Enterprises	1	(1) Regarding reducing Normative Energy / Generation -	Volume- I - 4.1 POWER GENERATION	Provision as per NIT
		<p>(i) Valmiki Nagar SHP, Kataiya SHP and Triveni SHP which is already given on unit rate. Normative Energy / Generation has been given on the basis of its Capacity, similarly Normative Energy / Generation should be kept on the basis of average of all the projects.</p> <p style="text-align: center;">Or</p> <p>(ii) From the time the project comes into generation, it should be kept on the basis of 'average' of the generation till the session 2022-23.</p> <p style="text-align: center;">Or</p> <p>(iii) Normative energy / generation should be kept keeping in mind the availability of water in the canal by the Irrigation Department.</p> <p style="text-align: center;">Or</p> <p>(iv) Normative Energy / Generation should be kept keeping in mind the machine being old, because it is not possible to give generation like new if Ni machines are repaired at any level.</p>	The normative power generation corresponds to maximum energy generated in a year since commissioning	
	2	Regarding increasing the incentive		
		<p>(i) Penalty on Generation less than 50% of Normative Energy / Generation and provision of Incentive if Generation is more than 50%.</p> <p style="text-align: center;">Or</p> <p>(ii) Incentive should be increased from 5% to 10%.</p>	Volume – I 4.2 INCENTIVES/ PENALTIES FOR POWER GENERATION	Provision as per NIT
			The company shall pay to the contractor incentives or impose penalties as indicated	

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>below on yearly basis during a financial year (from 0.00 hrs. of 1st April of a particular year up to 24.00 hrs. of 31st March of the following year</p> <p>Incentive @ 5% over and above the “Normative Annual Output” as indicated in the Table “Normative Energy”</p> <p>Penalty @ 10% below 80% of the Normative Annual Output as indicated in the table “Normative Energy”</p> <p>(xii) The incentives shall be computed on energy generation on yearly basis. All the projects shall be taken together for computation of incentive/penalties. Incentives shall be payable even during the restoration period.</p> <p>(xiii) The contractor, will not be entitled to any compensation/relief in this regard on account of canal closure, non-availability of water, scheduled outages, maintenance outages, forced outages, reserved outages and interruption/curtailment in delivery of energy required by BSPHCL/Owner, grid shut down or any reasons for not generating power.</p> <p>(xiv) The aforesaid incentives will be</p>	

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>applicable from the time and date on which the power projects are handed over to the Contractor. For incomplete year the incentive will be applicable from the time and date of handing over of the project to the Contractor up to the following 24.00 hrs. of 31st March or from 00.00 hrs. of 1st April to the following time and date on which the power plant is handed over back to the Owner on pro-rata basis.</p> <p>(xv) No penalties shall be levied during the “Restoration Period” of eighteen (18) months commencing from the date of handing over the Project to Contractor.</p> <p>(xvi) No claim will be admissible by BHPC for deemed generation or no penalties will be imposed on the contractor for no generation in the situation which are beyond the control of the Company/agency</p>	
	3	Regarding increasing the Per unit generation rate		
		<p>Sir, I would like to draw attention to the fact that almost every year the labour rate is increased by the government and the rate of material, spare parts, diesel, etc. is continuously decreasing and this project is being given for the next twenty years, due to which It seems impossible to work at the same rate. Therefore,</p>	<p>Volume- I - 4.7 PRICE ESCALATION</p> <p>No escalation shall be admissible in the quoted “Energy Rate” on account of variation in the price index for labour and materials etc.</p>	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
		it is requested to increase the generation rate by at least 5% every year or as much as possible in the above mentioned tender.		

M/s Inorganic World

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
M/s Inorganic World	1.	<p>Regarding reducing Normative Energy / Generation (i) Valmiki Nagar SHP, Kataiya SHP and Triveni SHP which is already given on unit rate. Normative Energy / Generation has been given on the basis of its Capacity, similarly Normative Energy / Generation should be kept on the basis of average of all the projects. Or (ii) From the time the project comes into generation, it should be kept on the basis of 'average' of the generation till the session 2022-23. Or (iii) Normative energy / generation should be kept keeping in mind the availability of water in the canal by the Irrigation Department. Or (iv) Normative Energy / Generation should be kept keeping in mind the machine being old, because it is not possible to give generation like new machines are repaired at any level.</p>	<p>Volume – I - 4.1 POWER GENERATION</p> <p>The normative power generation corresponds to maximum energy generated in a year since commissioning</p>	Provision as per NIT
	2.	<p>Regarding increasing the incentive (i) Penalty on Generation less than 50% of Normative Energy / Generation and provision of Incentive if Generation is more than 50%. Or (ii) Incentive should be increased from 5% to 10%.</p>	<p>Volume – I - 4.2 INCENTIVES/PENALTIES FOR POWER GENERATION</p> <p>The company shall pay to the contractor incentives or impose penalties as indicated below on yearly basis during a financial year (from 0.00 hrs. of 1st April of a particular year up to 24.00 hrs. of 31st March of the following year Incentive @ 5% over and above the “Normative Annual Output” as indicated in the Table “Normative Energy” Penalty @ 10% below 80% of the Normative Annual Output as indicated in the</p>	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>table “Normative Energy”</p> <p>(xvii) The incentives shall be computed on energy generation on yearly basis. All the projects shall be taken together for computation of incentive/penalties. Incentives shall be payable even during the restoration period.</p> <p>(xviii) The contractor, will not be entitled to any compensation/relief in this regard on account of canal closure, non-availability of water, scheduled outages, maintenance outages, forced outages, reserved outages and interruption/curtailment in delivery of energy required by BSPHCL/Owner, grid shut down or any reasons for not generating power.</p> <p>(xix) The aforesaid incentives will be applicable from the time and date on which the power projects are handed over to the Contractor. For incomplete year the incentive will be applicable from the time and date of handling over of the project to the Contractor up to the following 24.00 hrs. of 31st March or from 00.00 hrs. of 1st April to the following time and date on which the power plant is handed over back to the Owner on pro-rata basis.</p> <p>(xx) No penalties shall be levied during the “Restoration Period” of eighteen (18) months commencing from the date of handing over the Project to Contractor.</p>	

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			(xxi) No claim will be admissible by BHPC for deemed generation or no penalties will be imposed on the contractor for no generation in the situation which are beyond the control of the Company/agency	
	3.	<p>Regarding increasing the Per unit generation rate</p> <p>Sir, I would like to draw attention to the fact that almost every year the labor rate is increased by the government and the rate of material, spare parts, diesel, etc. is continuously decreasing and this project is being given for the next twenty years, due to which It seems impossible to work at the same rate. Therefore, it is requested to increase the generation rate by at least 5% every year or as much as possible in the above mentioned tender.</p>	<p>Volume – I - 4.7 PRICE ESCALATION</p> <p>No escalation shall be admissible in the quoted “Energy Rate” on account of variation in the price index for labour and materials etc.</p>	Provision as per NIT
	4.	<p>Date of submission</p> <p>Under the rule of SBD, the date of submission of the tender should be extended so that the paper can be prepared and participated in the tender.</p>	<p>Date/Time for submission/ uploading of offer/Bid</p> <p>30/08/2023 (18:00 Hrs.) (www.eproc2.bihar.gov.in)</p>	<p>Time Extension Notice has been uploaded New Date/Time for submission/ uploading of offer/Bid is 30/08/2023 (18:00 Hrs.) (www.eproc2.bihar.gov.in)</p>

M/s Khushi Enterprises

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	Clarification
M/s Khushi Enterprises	1.	Normative generation to be kept on the basis of average of electricity produced from the project.	Volume - 4.1 POWER GENERATION The normative power generation corresponds to maximum energy generated in a year since commissioning	Provision as per NIT
	2.	A provision should be made to increase the Per Unit Rate by 5% every year.	Volume - I- 4.7 PRICE ESCALATION No escalation shall be admissible in the quoted “Energy Rate” on account of variation in the price index for labour and materials etc.	Provision as per NIT
	3.	Provision should be made to pay the monthly bill within 15 days of bill submission.	Volume – I - 3.28 TERMS OF PAYMENT Payment to be made to the agency within three months (90 days) of the date of submission of the bill	Provision as per NIT
	4.	Security should be reduced, so that the sensors of Bihar are comfortable.	Volume –I, GR-I 3.25PERFORMANCE SECURITY DEPOSIT/CORRECT PERFORMANCE GUARANTEE As a contract security, the successful tenderer, to whom the work is awarded shall be required to furnish in favour of the Owner a performance guarantee in the proforma as at Appendix-2. The guarantee amount shall be equal to Rs. 85.0 Lakh (Eighty-Five Lakh Only) during the “Restoration period” and Rs. 30 Lakh (Thirty Lakh Only) during the O&M period for the faithful performance of the Contract in accordance with the terms and conditions specified in the Contract and in the tender Documents/ Specification; the guarantee shall be valid till the expiry of 90 days after the end of the Contract.	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	Clarification
			<p>Such guarantee period shall also cover the period of extension agreed upon.</p> <p>The guarantee amount shall be payable to the Owner without any condition whatsoever.</p> <p>Whether or not the equipment has been installed under his supervision, the Contractor shall give the following guarantees. in respect of the equipment to be furnished.</p> <p>(a) All equipment shall be free from any defect due to faulty design materials and /or workmanship.</p> <p>(b) The equipment shall operate satisfactorily and reliably and the Performance and efficiencies of the equipment shall not be less than the respective guaranteed values.</p> <p>The equipment guarantees shall be valid for a minimum period of twelve (12) calendar months commencing immediately on the satisfactory completion of the final tests at site.</p> <p>The Contractor shall indemnify the Owner against any infringement of patent rights.</p>	
	5.	Under the rule of SBD, the date of submission of the tender should be extended as the paper can be prepared and participated in the tender.	Date/Time for submission/ uploading of offer/Bid 30/08/2023 (18:00 Hrs.) (www.eproc2.bihar.gov.in)	Time Extension Notice has been uploaded New Date/Time for submission/ uploading of offer/Bid is 30/08/2023 (18:00 Hrs.) (www.eproc2.bihar.gov.in)

M/s Latent Renewable Energies Pvt Ltd

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	Clarification
M/s Latent Renewable Energies Pvt Ltd	1.	<p>Projects are offered for 20 years. Request to kindly provide the year of commissioning of respective projects to assess the useful life of the projects. As per the GoI norms for small hydro the useful life is for 35 years and as understood when these projects were commissioned during then the useful life considered were of 25 years. Given such long period there are certain parts which are not available in market and also the building life itself deteriorates to that extend so as to sustain operation.</p>	<p>Volume- I- 2.0 COMPLETION PERIOD The completion period for this work is as follows from the effective date of contract 20 years for all the project.</p>	<p>Year of commissioning- (Gr.I- Dehri- 1993) (Gr.II-Barun – 1996) (Gr.III- Dhelabagh-2006 Nasriganj-2007 Jainagra-2008 Sebari- 2010 Shrikhinda-2010 (Gr-IV- Agnoor -2006) Arwal-2012 Belsar – 2012</p>
		<p>i) The experience criteria of " The bidders who have minimum experience of three years in operation and maintenance of Small Hydro Project." Kindly be clarified to be counted from which date and of what capacity for respective projects.</p>	<p>Volume – I 5.0 QUALIFYING CRITERIA Technical criteria for e-tender is open to all Companies/Corporations/limited concerns/ registered firms/ reputed contractors who meet with the following qualifying criteria:</p>	<p>The bidder should have experience of 3 years within past 7 years.</p>
		<p>(ii) It is submitted that condition may not be insisted upon at this stage. We can get registered if we are successful in the project bid.</p>	<p>i) Manufactures of Small Hydro Power Plants. Or The bidders who have minimum experience of three years in operation and maintenance of Small Hydro Project.</p>	<p>Provision as per NIT</p>
		<p>(iii) As labour license is specific to the work, it is submitted that this we may be allowed to obtain if we are successful in the bid.</p>	<p>Or Have experience in developing, constructing & commissioning of such Small Hydro Power projects. ii) The bidders should be registered under the Indian Companies Act</p>	<p>Provision as per NIT</p>

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	Clarification
			<p>or under the laws of Bihar State or equivalent within legal framework of State/Govt. of India.</p> <p>iii) The bidder should be Registered Electrical Contractor having valid H.T. Contractor License.</p> <p>iv) The bidder should be registered under EPF and Miscellaneous Provisions Act, 1952 with EPF, IT, Labour and GST Departments etc.</p> <p>v) The bidder must be a profit making company having following average net-worth during last three financial years as per audited financial report.</p> <p>Groups Net-Worth (Rs. In Crore)</p> <p>Group-I 5.00</p> <p>Group-II 2.00</p> <p>Group-III 2.00</p> <p>Group-IV-1.00</p>	
		<p>(v) Since the tender is mainly for O&M , however the financial criteria is considered as "Net Worth". This is normally considered for IPP projects as per GoI SBD. Since this is O&M work it is requested to specify "turn over" as qualifying criteria instead of net worth. It is also submitted that in Vol-1, Form-4 is also for Turn Over.</p> <p>As per the GoI SBD for solar projects the network is 20% of the CERC considered project cost for new IPP projects. Here the projects are depreciated to</p>	<p>Volume- I-2.11 TENDERING PROCESS AND SUBMISSION OF DOCUMENTS</p> <p>(i) Technical Bid Document</p> <p>(14) Proof of average annual Networth of Rs. 5 Crore for Gr I, Rs. 2.00 Crore for Gr II, Rs. 2.00 Crore for Gr III & Rs. 1.00 Crore for Gr IV or more during last three years (duly certified) more during last three years (duly certified)-(Gr-I)</p>	<p>Provision as per NIT</p>

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	Clarification
		almost 50% of the cost as such the Net worth considered are high and may be reduced if not changed to turn over.		
	2.	1.Kindly confirm the project cost at which project insurance is to be taken? This has impact on cost working. 2. It is mentioned that owner may ask to increase the insurance during course of contract. This will make it uncertain. As per norms the insurance is taken on depreciated amount of the value taken in first year. As such modify the clause accordingly and provide the first year value for insurance	Volume – I- 3.23- INSURANCE 3.23.1 The contractor at his cost shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect the interests of the Owner, against all risks as detailed herein. 3.23.2 All costs on account of insurance liabilities covered under the Contract will be on contractors account and will be included in Contract Price. However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to increase/decrease the insurance coverage risks and in such case, the parties to the Contract will agree for a mutual settlement, for refund/reimbursement/ adjustment to the altered or reduced premium amounts.	Provision as per NIT
	3.	It may please be clarified that "restoration period " performance guarantee would be returned after the units are in operation and contractor has to submit separate O&M guarantee.	Volume – I- 3.25 - PERFORMANCE SECURITY DEPOSIT/CORRECT PERFORMANCE GUARANTEE Performance Security As a contract security, the successful tenderer, to whom the work is awarded shall be required to furnish in favour of the Owner a performance guarantee in the proforma as at Appendix-2.	After restoration period, the performance guarantee for restoration period will be returned after the performance guarantee for O&M period is deposited by bidder.
	4.	iv) Holding 10% amount is	Volume- I- 3.28	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	Clarification
		<p>too harsh. It is requested that first year amount may be released as actual till 9th month and then if propotionate shortfall appears then same may be deducted from the 10th, 11th and 12th month. vi) Rebate: The normal billing payment period is last date of same month as understood. As such is on early payment. It may please be seen that GST is due on 10th of falling month, if not paid then it becomes a penal provision. As such at least taxes should be paid timely.</p>	<p>TERMS OF PAYMENT v) Payment: - 90% value of Billed Amount against Energy Charges shall be paid to the contractor on the basis of monthly joint meter reading for energy exported duly signed by the representative of agency and authorized person of the Corporation. The “Due Date” for release of payment shall be the last day of the succeeding month in which the bill has been duly accepted by BHPC. Balance 10% value of Billed Amount against Energy charges shall be paid after assessment of performance of contract at the end of the financial year. (vi) Rebate: - For payment of any Bill within due date (Due date being the last day of the succeeding month), the following Rebate shall be paid by the contractor to the BHPC in the following manner. a. A rebate of 2% shall be payable to the BHPC for the payments made in full within three Business Days of receipt of the Bill by the BHPC. b. For payment of Bill subsequently but within the Due Date a rebate of 1% shall be allowed for the payments made in full. c. No rebate shall be payable on the Bills raised on account of taxes, duties and surcharge etc.</p>	
	5.	This may please be clarified how it will be effected	<p>Volume – I- 3.29.2 Interim payments Payment due to the contractor on energy generated and price adjustments shall be made on monthly billing cycle. No</p>	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	Clarification
			amount will be paid until the employer has received and approved the performance security. Thereafter, the owner shall within 30 days after receiving a statement and supporting documents, give to the contractor notice of any items in the statement	
	6.	Kindly see the projects are old as such instead of taking best generation as normative average of best 3 years be taken as normative.	<p>Volume – I - 4.1 POWER GENERATION</p> <p>The normative power generation corresponds to maximum energy generated in a year since commissioning</p>	Provision as per NIT
	7.	It is suggested that since incentive is proposed as 5% on pari pasu the penalty should also be 5% instead of 10%. Further it is mentioned that contractor will not be entitled for compensation / relief on account of canal closure... It is requested to consider that water is not in contractor's control and in 20 long years canals may behave differently. As such the penalty may be considered to 60% of normative generation instead of 80% to cover other outages.	<p>Volume - I - 4.2 INCENTIVES/ PENALTIES FOR POWER GENERATION</p> <p>Incentive @ 5% over and above the “Normative Annual Output” as indicated in the Table “Normative Energy” Penalty @ 10% below 80% of the Normative Annual Output as indicated in the table “Normative Energy” (i) The incentives shall be computed on energy generation on yearly basis. All the projects shall be taken together for computation of incentive/penalties. Incentives shall be payable even during the restoration period. (ii) The contractor, will not be entitled to any compensation/relief in this regard on account of canal closure, non-availability of water, scheduled outages, maintenance outages, forced outages, reserved outages and interruption/curtailment in delivery of energy</p>	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	Clarification
	8.	From the clause it is not clear the purpose of it.	<p>required by BSPHCL/Owner, grid shut down or any reasons for not generating</p> <p>Volume – I - 4.4 AVAILABILITY OF THE POWER PROJECT</p> <p>The shutdown time of any generating unit during a year or during an incomplete year on account of maintenance outages, scheduled outages and forced outages except included for D above shall not be taken into account for calculating the percentage annual availability of the generating unit. Record of the unit wise availability shall be kept in the format prescribed by BHPC and submitted quarterly</p>	Provision as per NIT
	9.	The CERC in its guideline for small hydro tariff has considered YoY tariff. They have considered 5.72% as O&M escalation. Since it's a long period contract the escalation in rates are must to ramin it workable. Since projects are of owner, the contractor cannot use any asset for loan purpose though he may be required to invest more than 5 Cr in Group I project. It is requested to consider escalation in O&M as per CERC norms.	<p>Volume – I - 4.7 PRICE ESCALATION</p> <p>No escalation shall be admissible in the quoted “Energy Rate” on account of variation in the price index for labour and materials etc..</p>	Provision as per NIT

M/s Manikaran Hydro

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
M/s Manikaran Hydro	1	<p>We understand that these projects are linked to Irrigation and the flow of water would have linkages with respect to policy and requirement of irrigation department. You have already mentioned your expectations around Normative generation" however, we could not relate this to assurance of availability of water on which the prospective bidder would have no control. We would like to understand, the carve outs and the flexibility over this requirement and the incentive and penalty for lesser generation on account of unavailability of power.</p>	<p>Volume – I -3.10 FORCE MAJEURE</p> <p>3.10.1 Force Majeure is herein defined as any cause which is beyond the Control of the Contractor or the Owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:</p> <p>(a) Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:</p> <p>(b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes:</p> <p>Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.</p>	Provision as per NIT
	2	<p>In order to have deeper visibility on the historic performance of the respective plants, it would be beneficial for us to have the status of the monthly generation and discharge of hydropower projects under the Group-I & Group-II category for the past five financial years. This information will help us in assessing our capabilities and resources to undertake</p>		The generation data for previous years may be obtained during the project visit.

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
		the project.		
	3	<p>We would also like to understand the current capacity at which these plants are operating and the limitations for any non- performance. In case such non-performance is on account of equipment performance, we are sure this needs to be handled as part of the scope by the prospective bidder for refurbishment.</p> <p>However, in case this is attributed to water availability/ decisions from irrigation department, this may not be directly controlled by the bidder. You may like to indicate the mechanisms to address this.</p>	<p>Volume – I -3.10 FORCE MAJEURE</p> <p>3.10.1 Force Majeure is herein defined as any cause which is beyond the Control of the Contractor or the Owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:</p> <p>(a) Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:</p> <p>(b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes:</p> <p>Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.</p>	Provision as per NIT
	4	<p>On the pre-qualification requirement, a suggestion to have the Minimum experience requirements in Operation & Maintenance of SHPs to be 2 Years instead of 3 Years.</p>	<p>Volume- I 5.0 QUALIFYING CRITERIA</p> <p>Technical criteria for e-tender is open to all Companies/Corporations/limited concerns/ registered firms/ reputed contractors who meet with the following qualifying criteria:</p> <p>i) Manufactures of Small Hydro Power Plants.</p> <p>Or</p> <p>The bidders who have</p>	The bidder should have experience of 3 years within past 7 years

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>minimum experience of three years in operation and maintenance of Small Hydro Project.</p> <p>Or</p> <p>Have experience in developing, constructing & commissioning of such Small Hydro Power projects.</p> <p>ii) The bidders should be registered under the Indian Companies Act or under the laws of Bihar State or equivalent within legal framework of State/Govt. of India.</p> <p>iii) The bidder should be Registered Electrical Contractor having valid H.T. Contractor License.</p> <p>iv) The bidder should be registered under EPF and Miscellaneous Provisions Act, 1952 with EPF, IT, Labour and GST Departments etc.</p> <p>v) The bidder must be a profit making company having following average net-worth during last three financial years as per audited financial report.</p> <p>vi) In case the firm bids for more than one group then eligible criteria will be cumulative for those groups in which the bidder shall be found L1</p> <p>vii) Bids should be kept valid for acceptance for a period of 180 (one hundred eighty) days from the day bids are opened. A bid</p>	

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>valid for a shorter period shall be rejected.</p> <p>viii) Joint Venture are also eligible to participate in the tenders, having following eligibility criteria:-</p> <p>a) Either of the partner of Joint Venture should be technically qualified.</p> <p>b) Each partner of Joint Venture shall fulfill the financial qualifying criteria in ratio of their respective stake made in Joint Venture.</p> <p>c) The share of any partner of the Joint Venture shall not be less than 26%</p> <p>d) All constituents firms of joint venture shall be jointly and severally responsible and liable for the execution of the contract as per terms and conditions of contract.</p> <p>e) The Joint Venture Company has to be registered under company act within 30 days of issue of LOI/ award of the contract.</p> <p>f) If any bidder is quoting against one or more groups in his individual capacity, he cannot be a part of joint ventures to participate in same group(s).</p> <p>x) The bidder should not be a blacklisted contractor/company by BHPCL, Bihar Govt./ State</p>	

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			Electricity Board/ Power Distribution Company of State Governments or any department of any State or Government of India.	
	5	Clarification as to how deemed generation will be treated due to power curtailment and inadequate water availability. This information will help us in understanding the impact of power curtailment on the project's financials.	<p>Volume – I - 4.2 INCENTIVES/PENALTIES FOR POWER GENERATION</p> <p>(V) No claim will be admissible by BHPC for deemed generation or no penalties will be imposed on the contractor for no generation in the situation which are beyond the control of the Company/agency</p>	Provision as per NIT
	6	Please provide Information regarding the present staff availability & their expertise under the Hydro Power Projects under the Group-I & Group-II category , as this information will help us in assessing our staffing requirements for the project.	<p>Volume – I 4.9 MANPOWER DEPLOYMENT BY CONTRACTOR</p> <p>The Contractor will deploy the required experienced, competent & well qualified manpower for round the clock smooth and efficient operation & maintenance, supervision, proper liaison with the concerned departments/authorities and proper interaction with the Owner for all related matters to the project.</p> <p>The Contractor must submit a detailed list along with the bio data of personnel deployed for operation and preventive and planned maintenance of equipment for approval by the Owner. The list of staff employed by the Contractor indicating categories and their full postal address shall be maintained by Contractor under intimation of Engineer-in-Charge. Any request for the proposed replacement of key personnel working in the</p>	The details of the staff engaged in these activities may be obtained from them during the site visit.

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>power house will be approved by Owner.</p> <p>Owner will depute its staff for inspection, supervision & monitoring of operation and maintenance of project and other covenants to the project areas under the contract agreement. Such visits may be made from time to time without prior information to the Contractor.</p> <p>An inspection book will be kept in the control room of the project for any written instructions by the Owner or its authorized representatives as may be necessary. The Contractor will comply with these instructions.</p>	
	7	<p>We understand that the calculations for penalties and incentives are applicable on the lower than 80% or higher than 100% absolute value of generation numbers. Need clarity.</p>	<p>Volume- I -4.2 INCENTIVES/ PENALTIES FOR POWER GENERATION</p> <p>The company shall pay to the contractor incentives or impose penalties as indicated below on yearly basis during a financial year (from 0.00 hrs. of 1st April of a particular year up to 24.00 hrs. of 31st March of the following year Incentive @ 5% over and above the “Normative Annual Output” as indicated in the Table “Normative Energy” Penalty @ 10% below 80% of the Normative Annual Output as indicated in the table “Normative Energy”</p> <p>(i) The incentives shall be computed on energy generation on yearly basis. All the projects shall be taken together for computation of incentive/penalties. Incentives shall be payable</p>	Provision as per NIT

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
			<p>even during the restoration period.</p> <p>(ii) The contractor, will not be entitled to any compensation/relief in this regard on account of canal closure, non-availability of water, scheduled outages, maintenance outages, forced outages, reserved outages and interruption/curtailment in delivery of energy required by BSPHCL/Owner, grid shut down or any reasons for not generating power.</p> <p>(iii) The aforesaid incentives will be applicable from the time and date on which the power projects are handed over to the Contractor. For incomplete year the incentive will be applicable from the time and date of handling over of the project to the Contractor up to the following 24.00 hrs. of 31st March or from 00.00 hrs. of 1st April to the following time and date on which the power plant is handed over back to the Owner on pro-rata basis.</p> <p>(iv) No penalties shall be levied during the “Restoration Period” of eighteen (18) months commencing from the date of handing over the Project to Contractor.</p> <p>(v) No claim will be admissible by BHPC for deemed generation or no penalties will be imposed on the contractor for no generation in the situation which are beyond the control of the Company/agency</p>	

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	clarification
	8	We would appreciate it if you could provide us with information on how Bihar State Hydro Electric Power Corporation Ltd. will provide hypothecation of Group-I & Group-II hydro projects to the Successful Bidder as the same will be mandatorily required for any investment to be done on the project for refurbishment purpose.		The owner of these project shall remain BHPC. For investment purpose, the award letter of BHPC for this assignment may be used.
	9	For further technical evaluation, please share the present asset running concerns as this information will help us in assessing the technical feasibility of the project & way forward.		The details present assets may be obtained during the site visit
	10	Lastly, can parent company arrange to give performance bank guarantee on behalf of its subsidiary participating in the tender.	<p>Volume- I- 2.19 - PERFORMANCE SECURITY</p> <p>The successful bidder shall furnish the performance security in accordance with the terms of the contract in the prescribed format provided in the tender document. (Appendix-2)</p> <p>The performance security in the form of a Bank Guarantee shall be of Rs. 85.0 Lakh (Eighty-Five Lakh Only) during the “Restoration period” and Rs. 30 Lakh (Thirty Lakh Only) during the O&M period.</p>	No. The bank guarantee shall be submitted by the company to whom the order shall be awarded.

M/s Ytek Control

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	Proposed clarification
M/s Ytek Control	1	<p>5.0 Qualifying Criteria point iii- Electrical License</p> <p>We have Electrical license of other state. But we can provide declaratiOn to obtain the electrical License of Bihar State upon award of Tender. Will it be valid and allowed to participate in tender</p>	<p>Volume- I -5.0 QUALIFYING CRITERIA</p> <p>Technical criteria for e-tender is open to all Companies/Corporations/limited concerns/ registered firms/ reputed contractors who meet with the following qualifying criteria:</p> <p>i) Manufactures of Small Hydro Power Plants. Or The bidders who have minimum experience of three years in operation and maintenance of Small Hydro Project. Or Have experience in developing, constructing & commissioning of such Small Hydro Power projects.</p>	<p>The agency can submit these licenses after issue of LOI but the work order will be given by BSHPC only after submission of these documents.</p>
	2	<p>5.0 Qualifying Criteria point iv - Labour License</p> <p>To obtain Labour License, it is necessary to submit copy of work order along with Form V from the concerned department. We can provide declaration to obtain the license after allotment of work and when BSHEPCL provides the Form V.</p>	<p>ii) The bidders should be registered under the Indian Companies Act or under the laws of Bihar State or equivalent within legal framework of State/Govt. of India.</p>	<p>The agency can submit these licenses after issue of LOI but the work order will be given by BSHPC only after submission of these documents</p>
	3	<p>2.11 (i) Technical Bid Document Point 9- Work Experiencein Past 3 Years</p> <p>We request you to Extend the duration of Work Experience soas to demonstrate our Experience in field of Hydro Power.</p>	<p>iii) The bidder should be Registered Electrical Contractor having valid H.T. Contractor License. iv) The bidder should be registered under EPF and Miscellaneous Provisions Act, 1952 with EPF, IT, Labour and GST Departments etc. v) The bidder must be a</p>	<p>The bidder should have experience of 3 years within past 7 years.</p>

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	Proposed clarification
			<p>profit making company having following average net-worth during last three financial years as per audited financial report.</p> <p>vi) In case the firm bids for more than one group then eligible criteria will be cumulative for those groups in which the bidder shall be found L1</p> <p>vii) Bids should be kept valid for acceptance for a period of 180 (one hundred eighty) days from the day bids are opened. A bid valid for a shorter period shall be rejected.</p> <p>viii) Joint Venture are also eligible to participate in the tenders, having following eligibility criteria:-</p> <p>a) Either of the partner of Joint Venture should be technically qualified.</p> <p>b) Each partner of Joint Venture shall fulfill the financial qualifying criteria in ratio of their respective stake made in Joint Venture.</p> <p>c) The share of any partner of the Joint Venture shall not be less than 26%</p> <p>d) All constituents</p>	

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	Proposed clarification
			<p>firms of joint venture shall be jointly and severally responsible and liable for the execution of the contract as per terms and conditions of contract.</p> <p>e)The Joint Venture Company has to be registered under company act within 30 days of issue of LOI/ award of the contract.</p> <p>f)If any bidder is quoting against one or more groups in his individual capacity, he cannot be a part of joint ventures to participate in same group(s).</p> <p>xi) The bidder should not be a blacklisted contractor/company by BHPCL, Bihar Govt./ State Electricity Board/ Power Distribution Company of State Governments or any department of any State or Government of India.</p>	
	4	<p>2.11 (i) The Balance Sheet for last three (3) years- Balance Sheet For year 2022-23 Balance sheets are still to be filled, as per IT department last date is 31st August 2023. Will a CA certified Provisional Balance</p>	Volume-I - 2.11 (13) -The Balance Sheet for last three (3) years (duly Certified by Statutory Auditor)	OK. a CA certified Provisional Balance sheet for year 2022-23 acceptable

Agency	S. No.	Pre bid Queries/Points	Provision as per NIT	Proposed clarification
		sheet for year 2022-23 acceptable and considered valid.		
	5	<p>2.11 (i) Technical Bid Document Point 9 Annual Turnover (Form-4) - Average annual Turnover of last 3 years</p> <p>Is there any minimum turnover required for qualification.</p>	Volume- I – 2.11 (14) Proof of average annual Networth of Rs 5.00 Crore(Gr-I), Rs. 2.00 Crore (Gr.II), Rs. 2.00 Crore(Gr.III) and Rs. 1.00 Crore (Gr.IV), or more during last three years (duly certified)	Provision as per NIT

