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& 45001

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(मिनी रत्न, [णी-1, भारत सरकार का उद्यम)

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(Mini Ratna, Category-I, Government of India Enterprise)

Office of the Executive Director, Contracts & Procurement

Brookland Compound, Lower New Colony

Shillong-793 003, Meghalaya, India

Tel. No. 0364-2227784 :: E-mail: contract_neepco@yahoo.com

Website: www.neepco.co.in, CIN-U40101ML1976GOI001658

Corrigendum No. 3 Dated 23-11-2020

To

NIB No. 372 Dated 30-09-2020

(DOMESTIC COMPETITIVE BIDDING)

FOR

"CIVIL WORKS PERTAINING TO RESTORATION OF KOPILI HYDRO ELECTRIC PLANT, UMRONGSO, ASSAM"

The following corrigendum to the Bid document is hereby issued:

Part-1: Detail NIB

1. In Clause 3, the words "Earnest Money Deposit (EMD)," indicated against "Techno-Commercial Bid (Envelope No. 1)" stand deleted.
2. Clause 5 shall be read as below:
"Bid Security Declaration: The bidder shall furnish, along with his bid, "Bid Security Declaration" as per provision stipulated in Part-3 of Bid Document."
3. Clause 6.2 shall be read as below:
"The bidder shall have experience of successful completion of the similar work(s), fulfilling any one of the following during last 10 (ten) years, ending on the last day of the month previous to the one in which the tenders are invited:
(i) 1 (one) similar work valued at Rs. 63.73 Crore or more,
Or,
(ii) 2 (two) similar works each valued at Rs. 39.83 Crore or more,
Or,
(iii) 3 (three) similar works each valued at Rs. 31.87 Crore or more,
Or,
(iv) 1 (one) civil work involving concreting (both PCC& RCC) of more than 30,000 Cubic Meter in Hydro Power/ Water Resource Project.
Similar works are defined as "Civil Works involving Pump Concreting Works, Reinforcement, Drilling, Grouting, etc. in Hydro Power/ Water Resource Project.
Documentary evidence in support of the above experience indicating details like value of works executed, name of the clients/employers, proof of satisfactory completion of work, shall be furnished along with the Techno-commercial bids for establishing eligibility. The documents should be in the form of Certificate of Clients/ Owner."
4. In Clause 6.3 (i), the value of MAAT of "Rs. 102.43 crore" shall be read as "Rs. 85 Crore".
5. In Clause 6.4(e), 1st sentence, the words "5%(five percent) of the Contract Sum, in addition to normal Performance Bank Guarantee (i.e. Initial Security Deposit (ISD)) to be submitted by the Bidder company" shall be read as "3 % (three percent) of the Contract Sum."

6. Clause 8.4 shall be read as below:

"The MSEs registered with above mentioned agencies/bodies are exempted from payment of Bid Fees. In addition, MSE bidders shall get some other preferences as detailed in Clause 23.3.3, Part-3 of Bid Document."

7. In the captioned/heading of Clause 11.4, the words "EMD &" stand deleted.

8. The stipulations in STEP-5 (ii) of Clause 11.4 shall be read as below:

"Under Short Details of Payment: The Bidder shall indicate BID FEE as applicable and the NIB No. (Example: for payment of Bid fee against NIB No. XX dated DDMMYYYY, the bidder has to fill under this option as "Bid fee for NIB No. XX dated DDMMYYYY")."

9. Clause 12.1 (a) stands deleted and accordingly Sl. Nos. "(b)" & "(c)" under Clause 12.1 shall be read as "(a)" & "(b)".

Part-3: ITB

10. In Clause 3(viii), the words "forfeiture of his EMD and" stand deleted.

11. Clause 10.1 (i) (C) shall be read as "Bid Security Declaration".

12. Clause 10.1 (iv) (a) stands deleted and accordingly Sl. Nos. "(b)" & "(c)" under Clause 10.1 (iv) shall be read as "(a)" & "(b)".

13. Clause 14(ii) shall be read as below:

"The Corporation may request the bidders to extend the period of validity of Bid for a specified additional period. The request and the bidders' responses shall be made in writing or by cable/facsimile/e-mail. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify its bid."

14. Clause 15 stands modified as below:

"Bid Security Declaration: The bidder shall furnish, along with his bid, "Bid Security Declaration" under Form-C, Part-7 of Bid Document, accepting that if the bidder withdraws or modifies his bid after the bid opening during the period of bid validity and extension thereof, he will be suspended from participating in future tenders of the Corporation for a period of 2 (two) years from the date of issue of notice of such suspension by the Corporation."

15. In Clause 19 (iii), the words "forfeiture of the Bid Security pursuant to Sub-Clause 15(vi) hereby" shall be read as "suspension of the bidder from participating in future tenders of the Corporation for a period of 2 (two) years from the date of issue of notice of such suspension by the Corporation pursuant to Clause 15 here above."

16. In Clause 22, last para shall be read as below:

"If the Bidder withdraws his Bid while it is under consideration and within the validity period of Bids, the bidder will be suspended from participating in future tenders of the Corporation for a period of 2 (two) years from the date of issue of notice of such suspension by the Corporation"

17. In Clause 23.2.1 (a) (i), the words "EMD, " stand deleted.

18. Clause 23.2.1 (b) (ii) stands deleted and accordingly Sl. No. "(iii)" under Clause 23.2.1 (b) shall be read as "(ii)".

19. In Clause 25(iii), the words "forfeit the Bid security" shall be read as "suspend him from participating in future tenders of the Corporation for a period of 2 (two) years from the date of issue of notice of such suspension by the Corporation".

20. Clause 27 shall be read as below:

"(i) The Security Deposit, being 3% of the total value of the work actually executed including escalation, if any, shall be retained from payments to the Contractor as stipulated in the Conditions of Contract."

(ii) In case Subsidiary company gets qualified and awarded the work package, the Parent company will be required to furnish to the Owner an additional Performance Bank Guarantee as per Clause 6.4(e) of Detail NIB of value equivalent to 3% (three percent) of the Contract Sum, in the form of Bank Guarantee as per the prescribed form provided in Annexure-I of this Part of Bid Document besides entering into a separate Agreement in the requisite Format provided in the Bid Document.

(iii) The Bank Guarantees against the Performance Security/Security Deposit including additional Performance Bank Guarantee shall be issued at the Bidder's option, by a Nationalised Bank/Scheduled Bank in the country of the Corporation or a Non-Nationalized Bank to be confirmed by any of the Nationalized Bank in India or a foreign bank confirmed by State Bank of India, London or New Delhi Main Branch. Such Performance Bank Guarantee shall be in the form of an unconditional Bank Guarantee and shall be denominated in the currency in which the Contract Sum is payable.

The Bank Guarantee issued must be routed through SFMS (Structured Financial Messaging System) platform. The details of the NEEPCO's Bank for SFMS platform is given below:

- a) Name of the Bank: SBI, Main Branch, Shillong
- b) Name as per bank record: North Eastern Electric Power Corporation Ltd.
- c) Bank A/c No: 10881522463
- d) Type of A/c : Cash Credit A/c
- e) IFS Code: SBIN0000181

(iv) Bank Guarantees against Performance Security/Security Deposit including additional Performance Bank Guarantee shall be valid until the expiry of 90 (The ninety) days from the date of expiry of Defect Liability period or until the Contractor has executed and completed the works and remedied any defects therein, in accordance with the Contract, whichever is later. No interest shall be payable to the Contractor by the Corporation against such Performance Bank Guarantee.

(v) The cost of complying with the requirements of this Clause shall be borne by the Contractor."

21. In Sl. No. 3) under 'SUBMISSION OF BIDS' of APPENDIX-B, the words "/ EMD" stand deleted.

22. Sl. No. 4) under 'SUBMISSION OF BIDS' of APPENDIX-B stands deleted. In view of said deletion of Sl. No. 4, Sl. No. "5" to "9" under 'SUBMISSION OF BIDS' of APPENDIX-B shall be read as "4" to "9".

Part-4: Conditions of Contract

23. Clause 1 (h) (c) stands deleted.

24. Clause 3(i) shall be read as below:

"Security Deposit will be 3% (three percent) on the total value of the work actually executed inclusive of escalation and value of extra works etc. will be deducted from every interim payment made on account of this work for the due performance of the Contract under the terms and conditions laid in the Contract, which shall include all works payment, escalation payment and any other payment made to the Contractor for the work during the period of Contract."

25. Clause 3(iv) shall be read as below:

"In case, the Contractor is a Subsidiary Company, the parent company will be required to furnish an additional performance bank guarantee of value equivalent to 3% (three percent) of the Contract Sum in the types and proportions of currencies in which the Contract Sum is payable to the Owner besides entering into a separate Agreement (in the requisite format included in Bid Document). The additional Performance Bank Guarantee shall be in the form of an unconditional Bank Guarantee. The additional Performance Bank Guarantee shall be denominated in the types and proportions of currencies in which the Contract Sum is payable."

Part-7: Tender Forms and Data Sheets

26. Sl. No. 4 in Form-A stands deleted and Sl. No. 5 in Form-A shall be read as below:

"I/We agree that if I/We fail to keep the validity open, as aforesaid or make any modification in the terms and conditions of my/our bid of our own accord and/or after the acceptance of our bid or if I/We fail to

enter into contract or fail to commence the execution of the works as provided in the documents referred to in paragraph-1 above, I/We shall become liable for suspension from participating in future tenders of the Corporation for a period of 2 (two) years from the date of issue of notice of such suspension by the Corporation."

In view of said deletion of Sl. No. 4, Sl. No. "5" to "9" in Form A shall be read as "1" to "8".

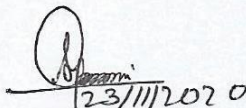
27. **FORM-C** stands modified and the **modified Form-C** is enclosed herewith at **Annexure-A**.
28. In **FORM-E**, Sl. No. (ii), the words "five (5%) percent" shall be read as "3 % (three percent)".
29. In 2nd para of **FORM-F**, the words "5% of the Contract Price" shall be read as "3 % of the Contract Price".
30. In Sl. No. 6 of **FORM-K**, the words "the EMD will be forfeited and that" stand deleted.
31. Sl. No. 6 of DATA SHEET-15 shall be read as below:

6.	FORM-C: Bid Security Declaration	Part-7: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload Bid Security Declaration, duly filled up, signed and stamped with online Techno-Commercial bids.
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Part-8: Bill of Quantities and Other Forms

32. The words "**Without Plasticizer**" under item No. 5.2.1, 5.2.2, 5.2.3, 5.2.4.1, 5.2.4.2 & 5.2.4.3 shall be read as "**With Plasticizer**".

All others terms and conditions of the Bid Document shall remain unchanged.


(S. Goswami)
Chief General Manager (C)
I/C Contracts & Procurement

FORM-C: Bid Security Declaration

(Bidders shall submit this DECLARATION online)

I/We(Name of the Bidder) do hereby solemnly affirm and declare that if I/We withdraw or modify my/our bid after the bid opening during the period of bid validity and extension thereof, I/We will be suspended from participating in future tenders of the Corporation for a period of 2 (two) years from the date of issue of notice of such suspension by the Corporation."

Place, date

(Signature)
(Name of Signatory, duly authorised to sign the bid
on behalf of the Bidder (In block letters))

(Designation / Title of Signatory)
(Seal of the Bidder)