



ISO: 9001, 14001
& 45001

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(मिनी रातना, श्रेणी-I, 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

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Corrigendum No. 4 Dated 26-11-2020

To

NIB No. 372 Dated 30-09-2020

(DOMESTIC COMPETITIVE BIDDING)

FOR

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

The following corrigendum to the Bid document is hereby issued:

Part-1: Detail NIB

1. In Clause 1, the estimated cost of "Rs. 79,66,55,242.00 (inclusive of GST)" shall be read as "Rs. 69,11,24,988.00 (inclusive of GST)".
2. In Clause 6.2, after the para on "Similar works", the following provision is added:
"For evaluation purpose, the value of such work(s) shall be brought to the current price level by considering an average inflation rate of 5% per year."
3. In Clause 6.3 (ii), the value of Liquid Asset of "Rs. 14.23 Crore" shall be read as "Rs. 12.34 Crore".
4. Sl. No. (d), (e) & (f) of Clause 14 shall be read as below:

d)	Last date & time for submission of online bids	Upto 14:00 Hours of 07-12-2020
e)	Last date & time for receipt of offline documents to be submitted as per bid conditions	Upto 14:00 Hours of 14-12-2020
f)	Date & time for opening of Techno-Commercial bids online	At 14:00 Hours on 08-12-2020

Part-3: ITB

5. Clause 31(i) shall be read as below:

"(i) Cement & reinforcement steel required for the items of BOQ including approved extra items, if any which are necessary for incorporation and completion of the works, shall be supplied by the Corporation from Corporation's Store at Project site to the Contractor free of cost. All other materials, consumables etc. required for incorporation and completion of the works shall be supplied by the contractor conforming to specification, Part-5 of Bid Document and accordingly include the cost within his quoted rates.

(ii) Immediately after the award of work, the contractor shall submit a monthly requirement of reinforcement steel and cement to the Engineer-In-Charge to enable timely availability of these materials. Further, the contractor shall send a requisition in writing to the Engineer-in-Charge requesting issue of these materials to the Contractor under the contract, atleast 30 (thirty) days before

the requirement in accordance with the agreed programme of construction of work(s). The issue of such materials (i.e. cement and reinforcement steel) shall be subject to the following terms and conditions:

- (a) Such materials shall be supplied against submission of Indemnity Bond as per the prescribed format (attached herewith at **Annexure-A**) as per requirement of the work as assessed by the Engineer-in-Charge.
- (b) Surplus/unutilized materials, if any shall be returned back by the contractor to the Corporation in good conditions, failing which cost shall be recovered from the contractor at following rates:

Cement: Rs. 500 per Bag

Reinforcement Steel: Rs. 70,000 per MT.

- (c) All materials issued by the Corporation and taken out from the Corporation's store by the Contractor for use in the work will be at the custody of the Contractor and in that case the Corporation in no way be responsible for any loss or damage to the materials issued.
- (d) All costs, such as loading, transportation, unloading, handling and storage etc., whatsoever as may be required (a) From the place/point of issue /supply by the Corporation to the ultimate use for/ in the works and/or (b) In connection with the return/ removal of materials by the Contractor to the Corporation's stores wherever necessary, shall be borne by the Contractor without any extra cost to the Corporation.
- (e) The Contractor shall maintain an account of receipt and use of materials issued by the Corporation date-wise and submit the same on monthly basis to the Engineer-in-Charge in the format to be prescribed by Engineer-in-Charge for the purpose of monitoring, checking and accounting.

✓ **Cement:**

- i. Cement will be issued to the contractor in bags (50 Kg approximate) or by weight and will be consumed in work as per mixed design approved by the Engineer-in-Charge.
- ii. In case, cement is issued in bags and consumed by weight, an allowance for wastage at the rate of 3% (maximum) of the utilization quantity, shall be allowed to account for the wastage on account of handling, re-handling, transportation, storage, etc. Alternatively, if cement is supplied by the Corporation in weight, an allowance for wastage at the rate of 1% (maximum) of the utilized quantity shall be allowed to account for wastage on account of handling, re-handling, transportation, storage, etc. However, quantity of Cement, if issued in excess over the utilization quantity including the aforesaid allowances shall be returned back by the Contractor in good and acceptable condition, failing which cost shall be recovered by the Corporation from the Contractor at rates indicated at preceding para (ii) (b).

✓ **Reinforcement Steel:**

- i. Steel will be supplied to the contractor on sectional weight /direct weight. The same shall be accounted for on sectional weight basis while working out consumption.
- ii. In respect of reinforcement steel, unutilized cut pieces of 3 meters in length or more shall be returned by the contractor to the Corporation. For calculation of actual consumption of reinforcement laid at site (for purpose of accounting) according to bar bending Schedule, including lapping as authorized by the Engineer-in-Charge, shall be taken into account. For the purpose of account, the contractor shall be allowed an allowance of 3% (maximum) in case of reinforcement steel supplied to the contractor, as extra to cover any wastage (for cut pieces, non-refundable spacers, chairs etc.), and also to take care of the difference in the weights as per actual weight and as per sectional measurement. Quantity of reinforcement steel, if issued in excess over the utilization quantity including the aforesaid allowances shall be returned back by the Contractor in good and acceptable condition, failing which cost shall be recovered by the Corporation from the Contractor at rates indicated at preceding para (ii) (b).
- (f) At the time of submission of bills, the contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-Charge and certify that balance of materials supplied is available at site.
- (g) Materials rendered surplus shall on completion of the works or on foreclosure of the work or cancellation of the contract, shall be returned by the contractor at his expenses at the place from

where the same is issued from the Corporation. If the Contractor is advised to return such materials at a place other than from where it was issued, the contractor shall deliver the materials accordingly and in that case the Corporation shall bear the extra charge, if any, on this account in respect of handling and transportation as decided by the Engineer-in-Charge.

- (h) On completion of works/foreclosure/cancellation, the Contractor shall return forthwith all materials issued to him by the Corporation lying unutilized in his possession/custody, failing which the Engineer-in-Charge shall recover the cost at rates indicated at preceding para (ii) (b).

Part-4: Conditions of Contract

6. Clause 33 (iv) shall be read as below:

"Items of Work for which rates have been derived as per clause 33 (ii) (a) & (b) above, shall be eligible for price adjustment as per clause 73 of this Part with Base date corresponding to 28 days prior to the latest date of submission of bids.

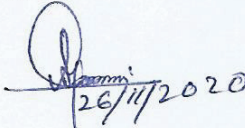
Items of Work for which rates have been derived as per clause 33 (ii) (c) above, shall remain firm (no price variation shall apply) upto a period of 12(twelve) months from the date of commencement of such work. If such items of work continues beyond this period of 12(twelve) months, rates for the part of the extra work that continued beyond 12(twelve) months shall be eligible for Price Adjustment as per clause 73 of this Part with Base date corresponding to the date of input cost considered for working out the rates."

7. Following Sub-Clause is added at Clause 48:

"(viii) In case of departmental materials issued by the Corporation, materials rendered surplus on completion of the work or on foreclosure of work or cancellation of the Contract, shall be returned by the Contractor in good condition at the Corporation's store at Project site. In case, used materials rendered surplus after the work are to be accepted, the decision of the Engineer-in-Charge in this respect shall be final and binding on the Contractor. On completion of works/foreclosure/cancellation, the Contractor shall return forthwith all materials to the Corporation lying unutilized in his possession/custody, failing which the Engineer-in-Charge shall recover the cost at rates indicated at Clause 31 (ii) (b), Part-3: ITB of Bid document.

8. Clause 71(iii) stands deleted.
9. Clause 73(i) & (ii) stand modified and the modified Clauses are enclosed herewith at **Annexure-B**.

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


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

INDEMNITY BOND

(TO BE DRAWN UP IN NON-JUDICIAL STAMP PAPER)

This INDENTURE made on the day of _____ 20 ____ between _____ (herein after called the Contractor) on the ONE PART and the North Eastern Electric Power Corporation Ltd. (hereinafter called NEEPCO Ltd. which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) on the OTHER PART.

WHEREAS against Order No.: _____ (herein after called the said Order) and the Agreement the Contractor have agreed to execute the work of _____ to the North Eastern Electric Power Corporation Ltd., Shillong and whereas the Contractor have applied to NEEPCO Ltd., that they may be allowed to retain quantities of materials/equipment as required for construction of the work etc. belonging to the North Eastern Electric Power Corporation Ltd., at the site and at their cost for purpose of the said order and the said Agreement. Now THIS INDENTURE WITNESSETH that in purpose of the said order and the said Agreement the Contractor do hereby covenant and agree with NEEPCO Ltd., and declare as follows:

1. That the Contractor shall make at their own cost all necessary and adequate agreements for the proper watch, safe custody and protection against all risks of the quantities of materials/equipment issued to them and that until used in the construction of the work and delivered to the Project Authority of(Name of Project), as aforesaid the quantities of materials/equipment shall remain at the site of the Contractor and in their custody and their own responsibility and shall at all times be open for inspection by the NEEPCO officers deputed by Project Authority, ...(Name of Project). In the event of the said quantities of materials/equipment or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quantity as required by the Corporation at the Contractor's cost.
2. That the said materials shall not on any account be removed from the Contractor's site except with the written permission of the Head of Department, Contracts & Procurement, NEEPCO Ltd., Shillong or an Officer authorized by him on that behalf.
3. That in event of any conflict between the provision of these presents and the said Agreement, the provision of these presents shall prevail and in the event of any dispute or difference arising ever the construction effect of these presents the settlement of which has not been here-in-before expressly provided or the same shall be referred to the Executive Director (C), Contracts & Procurement, NEEPCO Ltd., Shillong whose decision shall be final and provisions of the Indian Arbitration Act for the time being in force shall apply to any such reference.
4. If at any time for any reason recourse has to be taken to Court of Law for any matter arising out of this Contract, the proper form shall be Shillong in the State of Meghalaya where the said Agreement has been signed in acceptance.

IN WITNESS WHEREOF the Head of Department, Contracts & Procurement, NEEPCO Ltd., Shillong for and on behalf of the North Eastern Electric Power Corporation Ltd., Shillong and the said _____ have herein set their respective hands and seals on the day and year first above written at Shillong in the State of Meghalaya, India.

SEALED AND DELIVERED

Signed by:

By the Contractor in presence of:

For and on behalf of North Eastern Electric Power Corporation Ltd., Shillong.

1st Witness:

1st Witness:

2nd Witness:

2nd Witness:

.....

73. PRICE ADJUSTMENT / VARIATION

- (i) Payment to Contractor for work done shall be adjusted for increase or decrease in the Local Currency cost of Labour, Materials and High Speed Diesel, except for those materials supplied by the Corporation, according to the procedure mentioned hereunder and total percentage components of these shall be 80% (eighty percent) only. The base indices for price adjustment against labour, materials (other than cement and steel) and High Speed Diesel shall be on the day 28 (twenty-eight) days prior to the latest date for submission of bids.
- (ii) The Price adjustment formula for the various components of the Contract Price shall be construed as stipulated hereinafter. The formula designed for governing and calculating the price adjustment to be applied to the Contract Price shall be as follows:

$$V = R \left\{ l * X \frac{L_1 - L_0}{L_0} + m * X \frac{M_1 - M_0}{M_0} + d * X \frac{D_1 - D_0}{D_0} \right\}$$

Where,

- V = Amount to be adjusted in Contractor's payment for the work done month-wise;
- R = Value of work done and payable month-wise (excluding those extra, additional, substituted and altered items of work, those rates have been worked out and paid on the basis of actual analysis of costs or are based on the current market rate);
- 'l*' = Co-efficient of labour (for all categories) content in the cost of work=0.20
- 'm*' = Coefficient of Materials (other than Cement and Steel) content in cost of work = 0.50
- 'd*' = Coefficient of High Speed Diesel Oil content in the cost of work = 0.10
- 'L' = Index Number for Labour corresponding to Consumer Price Index Numbers for Industrial Workers - All India (**Base 2001=100**) published in RBI Bulletin, as available in Table No. 19, or published by Labour Bureau, Ministry of Labour and Employment, Government of India.
- 'M' = Index Number for Materials (other than Cement and Steel) corresponding to Index Numbers for wholesales price in India (**Base 2011-12=100**), published in RBI Bulletin, Table No. 21 or Published by Office of the Economic Advisor, Ministry of Commerce and Industry, Govt. of India under Head: '**All Commodities**'.
- 'D' = High Speed Diesel Oil price at outlet of Indian Oil Corporation nearest to the project site (Selling price inclusive of taxes and duties per litre of H.S.D oil).

Sub-Script for all categories:

- 'o' = Refers to index/price as on 28 days prior to latest date of submission of bids.
- '1' = Refers to index / price as applicable for the month in which the work is executed for which adjustment is applicable.