



नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम)

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(A Govt. of India Enterprise)

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ISO – 9001 :2015, 14001 :2015 & 45001 :2018

Corrigendum No. 01 Dated 26.11.2020

To

NIB No. 375 DATED 10.11.2020

Name of Work: Tender for Supply, Installation, Testing and Commissioning of 2(two) Nos. of Potable Water Treatment Plant of 12,500 LPH capacity with associated supporting structures at two designated locations at Doyang Hydro Electric Plant, Doyang, Nagaland.

The following corrigendum to the Bid document is hereby issued:

Part-I: Detail Notice Inviting Bids

1. Under Clause 2, the words "Earnest Money Deposit (EMD)" indicated against "Techno-Commercial Bid (Envelope No. 1)" stands deleted.
2. Clause 4 shall be read as below:

"Bid Security Declaration: The bidder shall furnish, along with his bid, "Bid Security Declaration" as per the format provided under Form-C: Bid Security Declaration, Part-III, Tender Forms & Data Sheets of the Bid Document".

3. Under Clause 8.2, wherever the word "EMD" is indicated shall stand deleted. Further, Clause 8.2, STEP 5 (ii) shall be read as below:

"Under Short Details of Payment: The Bidder shall indicate BID FEES 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)".

4. Clause 9.1 (ii) shall be read as "Bid Security Declaration as per the format provided under Form-C: Bid Security Declaration of Part-III, Tender Forms & Data Sheets of the Bid Document (In original)".
5. Under Clause 12(b), the words "Earnest Money Deposit: Rs. 1,14,000.00 (Rupees one lakh fourteen thousand only)" stands deleted.
6. Clause 15.5 shall be read as "The MSEs registered with above mentioned agencies/bodies are exempted from payment of BID FEES".

Part-III: Instruction to Bidders

1. Under Clause 1.2.2, the word "& EMD" stands deleted.
2. Clause 1.6(vi) shall be read as "In case any of the information furnished by the bidder is found to be false/ misrepresented in the bidding process, then the bid will be cancelled with banning of the concerned bidder for 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".
3. In Clause 3.2.1 (i), the "Form-C: Bid Security/EMD Form" under the heading 'Forms' shall be read as below:

"Form-C: Bid Security Declaration

The bidder shall submit along with the bid, "Bid Security Declaration" under Form-C, Part-III, Tender Forms and Data Sheets 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(s) thereof, 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".

4. Clause 3.2.1 (iii) (b), shall be read as "Bid Security Declaration as per format provided in Form-C: Bid Security Declaration, Part-III, Tender Forms and Data Sheets of the Bid Document (In original).

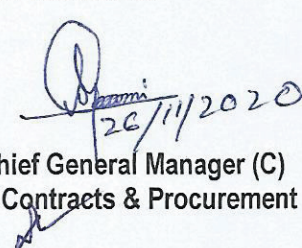
5. Clause 3.6 (ii), shall be read as "The Corporation may request the bidders to extend the period of validity of Bid for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to otherwise modify his bid, but will be required to extend the validity of Bid".
6. Clause 3.7 shall be read as
- "Bid Security Declaration:**
- i) The bidder shall submit along with his bid, "Bid Security Declaration" under Form-C: Bid Security Declaration, Part-III, Tender Forms and Data Sheets of the Bid Document, accepting that if the bidder withdraws or modifies his bid after the bid opening during the period of bid validity and extension(s) thereof, 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.
- ii) Any bid not accompanied by Bid Security Declaration as per the prescribed format shall be rejected by the Corporation".
7. Clause 4.4.2.2(ii) shall be read as "The Bid Security Declaration shall be scrutinised, whether it is submitted as per the prescribed format".
8. Clause 5.5(i) shall be read as "Within 15(fifteen) days from the date of issue of the LOI, the successful bidder shall for due performance of the Contract, deposit to the Corporation a Contract Performance Guarantee (CPG) equivalent to 3% (three percent) of the Contract Price, in the form of Bank Guarantee as per the prescribed form provided under Appendix GCC-I, Part-IV of the Detailed Bid Document."

Part-III: Tender Forms & Data Sheets

1. Para 4 & 5 of Form-A: Bid Form is modified. Accordingly, the modified Form-A: Bid Form is attached at **Annexure-1**.
2. Form C: Bid Security/ EMD Form shall be read as "**Form C: Bid Security Declaration**": The format of Form C: Bid Security Declaration is attached at **Annexure-2**.
3. At Sl. No. 10 of Data Sheet-10: Check-list of documents to be submitted with the Techno-Commercial Bids, the word "Form C: Bid Security/ EMD Form" shall be read as "**Form C: Bid Security Declaration**".

Part-IV: General Conditions of Contract

1. Clause 1(w) shall be read as "**Contract Performance Guarantee**" shall mean a Guarantee amount equivalent to 3% (three percent) of the Contract Price to be submitted after issue of the Letter of Intent by the Successful Bidder as per provision of the Bid in the form of a Bank Guarantee from Nationalized/Scheduled Bank located in the country of the Corporation or any International Bank situated in India and registered with RBI as scheduled Foreign Bank. The Bank Guarantee submitted by any foreign bank which is not a scheduled Bank in India shall be duly counter signed by any Nationalised Bank/Scheduled Bank in India".
2. Clause 3(i) shall be read as "Within 15(fifteen) days from the date of issue of the LOI, the successful bidder shall for due performance of the Contract, deposit to the Corporation a Contract Performance Guarantee (CPG) equivalent to 3% (three percent) of the Contract Price, in the form of Bank Guarantee as per the prescribed form provided under **Appendix GCC-I**, of this part of the Detailed Bid Document".
3. The modified Appendix GCC-I: Proforma for Bank Guarantee for Contract Performance, is attached at **Annexure-3**.
- All other terms and conditions contained in the Detailed Bid Document shall remain unchanged.


26/11/2020
Chief General Manager (C)
i/c Contracts & Procurement

North Eastern Electric Power Corporation Limited Supply, Installation, Testing & Commissioning of 2 Nos. of potable Water Treatment Plant at Doyang H.E. Plant, Nagaland.		Part-III Instructions to Bidders and Tender Forms & Data Sheets
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FORM-A: BID FORM

To,

**The Chief General Manager (C),
i/c Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong-793003
Meghalaya, India.**

1. I/We have read and examined the following documents in connection with the work of **"Supply, Installation, Testing and Commissioning of 2(two) Nos. of Potable Water Treatment Plant of 12,500 LPH capacity with associated supporting structures at two designated locations at Doyang Hydro Electric Plant, Doyang, Nagaland"**:

Part -I	Notice Inviting Bids
Part-II	Information for Bidders
Part-III	Instruction to Bidders and Tender Forms & Data Sheets
Part-IV	General Conditions of Contract
Part-V	Technical Specifications
Part-VI	Tender Drawings
Part-VII	Price Schedule & Connected Forms

2. I/We hereby bid for execution of the works referred to in the documents mentioned above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects with the details given therein and at the rates contained in Price Schedule & Connected Form and within the period(s) of completion and subject to such terms and conditions as stipulated in the above noted Part-I to VII.
3. I/We agree to keep this bid open for acceptance for 180 (One Hundred Eighty) days from the date of opening of the bid thereof and also agree not to make any modifications in its terms and conditions of our own accord.
4. The requisite Form-C: Bid Security Declaration is submitted along with the bid.
5. 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.
6. Should the bid be accepted, I/We agree to abide and fulfil all the terms and conditions and provisions of the above Bid documents.
7. I/We certify that the Bid submitted by me/us is strictly in accordance with the terms and conditions etc., as contained in your bid documents, referred above, and it is further certified that it does not contain any deviations to the aforesaid documents except deviations as contained in DATA SHEET-8 of this Part.




8. I/We declare that all information provided in my/our bid and attachment thereof is true and correct and in line with the requirement of the Bid documents.
9. I/We also undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours faithfully,

(Signature)

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

(Designation / Title of signatory)

(Common Seal)

Witness _____

Signature in the capacity of _____

Date:

Place:

Postal Address of the Bidder: _____

Telegram/Telex: _____

Phone: _____ Fax: _____

E-mail Address: _____



North Eastern Electric Power Corporation Limited
Supply, Installation, Testing & Commissioning of 2 Nos.
of potable Water Treatment Plant at Doyang H.E. Plant,
Nagaland.



Part-III
Instructions to Bidders and
Tender Forms & Data Sheets

FORM-C: BID SECURITY DECLARATION

[On Non-Judicial Stamp Paper of appropriate value]

Bidders shall enclose Form-C: Bid Security Declaration in Original.

I/We (Name of Bidder), hereby accepts that if I/We withdraws or modifies my/our bid after the bid opening during the period of bid validity and extension(s) 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.

Dated _____

Signature of Bidder _____

A handwritten signature in blue ink, appearing to be "Bm".

A handwritten signature in blue ink, appearing to be "Bm".

North Eastern Electric Power Corporation Limited
Supply, Installation, Testing & Commissioning of 2 Nos. of
potable Water Treatment Plant at Doyang H.E. Plant,
Nagaland.



Part-IV
General Conditions of Contract

APPENDIX GCC-I : PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref:..... Bank Guarantee No.....

Date:.....

To,

The Chief General Manager (C),
i/c Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound,
Lower New Colony,
Shillong – 793 003
Meghalaya, India

Dear Sirs,

In consideration of the North Eastern Electric Power Corporation Ltd., Shillong (hereinafter referred to as the '**Owner**' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ with its Registered / Head Office _____ (hereinafter referred to as the '**Contractor**' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, or and assigns) a Contract by issue of Owner's Letter of Intent No. _____ Dated _____ valued at INR _____ (Rupees _____ only) for the work **"Supply, Installation, Testing and Commissioning of 2(two) Nos. of Potable Water Treatment Plant of 12,500 LPH capacity with associated supporting structures at two designated locations at Doyang Hydro Electric Plant, Doyang, Nagaland"** and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 3% (three percent) of the said value of the Contract to the Owner.

We _____ (name & address of the bank) _____ at _____ (hereinafter referred to as the '**Bank**', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors or and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of INR _____ * _____ as aforesaid at any time upto _____ ** without any demure reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other Authority. The bank undertakes not to revoke this guarantee during its currency without prior consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges the guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to extend time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The bank shall not be released of its obligations

ABM

[Signature]

under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason or any other act of forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter of thing whatsoever which under law would, but for this provision, have the effect or relieving the bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the Owner and the Contractor and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the Owner under this guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly, the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the Bank or the Contractor.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____* (Rupees _____) only and it will remain in force upto and including _____** and shall be extended from time to time for such periods as may be advised by the Owner who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension with the validity period, this shall be treated as a claim by the Owner on the bank.

Dated this day of 2020 at

WITNESSES:

Signature_____

(Signature)

Name: _____

Name:_____

(Designation with bank stamp)

Authority as per

Power of Attorney No. _____

Dated: _____

(Official Address)

Note:

1. * This sum shall be 3% (three percent) of the Contract Price.
** The date will be 90 (Ninety) days beyond the 'Defects Liability Period' of the work.
The stamp papers of appropriate value shall be purchased in the name of the Bank issuing the guarantee.
2. The BG shall be submitted from a Nationalized Bank/Scheduled Bank in India.
3. In case of Bank Guarantee issued by a Foreign Bank the same shall be duly counter signed by any Nationalised Bank/Scheduled Bank in India.

