

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED



भारत सरकार का उद्यम: A Govt. of India Enterprise

मिनीरत्न : श्रेणी-I: Miniratna : Category-I

एनटीपीसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी

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OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)

CORRIGENDUM No.8 Dated 09.05.2025

To

NIB No.477 Dated: 26/02/2025

For

EPC execution of Electro-Mechanical Works for the 240 MW Heo HEP

Corrigenda to the Bid Document are hereby issued as below:

Sl. No.	Bid Stipulation	Amendment
1	Vol-I, Sec-II: Instruction to bidders Cl. 18.5: The total adjustment (plus or minus) shall be subject to a ceiling amount of 10% of the contract price during contractual completion period.	Cl. No. 18.5: Vol-I, Sec-II: Instruction to bidders. The total adjustment (plus or minus) shall be subject to a ceiling amount of 20% (Twenty percent) of the contract price during contractual completion period.

[Signature]

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2	Vol-I, Sec-II: Instruction to bidders: Clause No.20: TAXES AND DUTIES: Sub Clause No.20.1: Taxes, duties and levies as indicated by the Bidder at price schedules Section -VII and taxes, duties and levies imposed by the Government as on the date 28 (twenty eight) days prior to the latest date for submission of bids except whatever is specified hereunder, shall be paid to the concerned authorities by the Contractor and the same shall be reimbursed by the Purchaser at actual against production of documentary evidence. In the event of increase or decrease in Taxes and Duties and / or imposition of new Taxes or Duties if any, as on the date 28 (twenty eight) days prior to the latest date for submission of bids the same will be reimbursed/ recovered by the Purchaser to/ from the Contractor as the case may be, at actual on production of documentary evidence. In case of replacement or re-structuring of any tax in lieu of existing tax which is in force as on the date 28 (twenty eight) days prior to the latest date for submission of bids the differential amount will be reimbursed to or recovered from the Contractor by the Purchaser at actuals on production of documentary evidence.	Vol-I, Sec-II(b): Instruction to bidders: Clause No.20: TAXES AND DUTIES: Sub Clause No.: 20.1 Taxes, duties and levies as indicated by the Bidder at price schedules Section - VII shall be inclusive of all existing Taxes, Duties, Levies, Monopolies, Mahal Charges, Royalties, Octroi, Cess, etc. imposed by the Government as on the date 28 (twenty eight) days prior to the latest date for submission of bids except whatever is specified hereunder, and shall be paid to the concerned authorities by the Contractor and the same shall be reimbursed by the Purchaser at actual against production of documentary evidence. In the event of increase or decrease in Taxes and Duties and / or imposition of new Taxes or Duties if any, as on the date 28 (twenty eight) days prior to the latest date for submission of bids the same will be reimbursed/ recovered by the Purchaser to/ from the Contractor as the case may be, at actual on production of documentary evidence. In case of replacement or re-structuring of any tax in lieu of existing tax which is in force as on the date 28 (twenty eight) days prior to the latest date for submission of bids the differential amount will be reimbursed to or recovered from the Contractor by the Purchaser at actuals on production of documentary evidence.
3	Vol-I, Sec-III A: GCC, Clause No.17: TERMINATION OF THE CONTRACT ON THE PURCHASER'S INITIATIVE: 17.1 The Purchaser reserves the right to terminate the Contract either in part or in full due to reasons other than any reasons of default of the Contractor. The Purchaser, shall, in such an event, give 15(fifteen) days' notice in writing to the Contractor of his decision to do so. 17.2 The Contractor, upon receipt of such	Vol-I, Sec-III A: GCC, Clause No.17: TERMINATION OF THE CONTRACT ON THE PURCHASER'S INITIATIVE: 17.0 The Contractor shall not neglect to execute the works with due diligence and expedition or shall not refuse or neglect to comply with any reasonable orders given to him, in writing, by the Engineer-in-Charge in connection with the works or shall not contravene the provisions of the Contract

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	notice, shall discontinue the work on the date and, to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and upon terms favourable to the Purchaser, stop all further sub- Contracting or purchasing activity related to the work terminated. 17.3 In the event of such termination, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination, as decided by the Purchaser. 17.4 In the event of termination of the Contract on Purchaser's initiative, Bank Guarantee for Contract Performance shall be released to the Contractor on receipt of a Bank Guarantee equivalent to 10% (Ten percent) of the value of Supply/Works completed by the Contractor.	<u>17.1 Termination for Employer's Convenience</u> 17.1.1 The Employer may at any time terminate the Contract either in part or in full for any reason and in such an event, give 15 days' notice in writing to the Contractor of his decision to do so that refers to the Clause 17.1. 17.1.2 Upon receipt of the notice of termination under Sub-Clause 17.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination (a) Cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition (b) Terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii) below (c) Remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and subject to the payment specified in Sub-Clause 17.1.3 (i) Deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination (ii) To the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and (iii) Deliver to the Employer all non-proprietary drawings, specifications, as-built drawings and other documents prepared by the Contractor or its

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		Subcontractors as at the date of termination in connection with the Facilities/works. 17.1.3 In the event of termination of the Contract under Sub-Clause 17.1.1, the Employer shall pay to the Contractor the following amounts: (a) The Contract Price, properly attributable to the parts of the Facilities /works executed by the Contractor as of the date of termination (b) The costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel (c) Any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges (d) Costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of above Sub-Clause 17.1.2 (e) The cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above. 17.2 Termination for Contractor's Default 17.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this Sub-Clause 17.2: (a) If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a Corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction),

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		a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt (b) If the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 8 (Assignment and Sub-letting). (c) If the Contractor, in the judgment of the Employer has engaged in corrupt, collusive, coercive or fraudulent practices, as defined in Cl. 28 of Vol-I Sec-II(b) of Bid Documents, in competing for or in executing the Contract. 17.2.2 If the Contractor (a) has abandoned or repudiated the Contract (b) has without valid reason failed to commence work on the Facilities /works promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed. (c) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause (d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities/works in the manner specified in the program furnished under GCC Clause 51 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities/works by the Time for Completion as extended then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer

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		may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Sub-Clause 17.2. 17.2.3 Upon receipt of the notice of termination under Sub-Clauses 17.2.1 or 17.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination, (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition (b) Terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below (c) Deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination (d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors (e) Deliver to the Employer all drawings, specifications as-built drawings and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities 17.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities/works itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or

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		injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities/works for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities. Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site. 17.2.5 Subject to GCC Sub-Clause 17.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities / works and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 17.2.3. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract. 17.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined. If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 17.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities/works, exceeds the Contract Price, the Contractor shall be liable for such excess. If such excess is greater than the sums due the Contractor under GCC Sub-Clause 17.2.5, the Contractor shall pay the balance to the Employer, and if such excess is

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		less than the sums due the Contractor under GCC Sub-Clause 17.2.5, the Employer shall pay the balance to the Contractor. The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid. 17.3 Termination by the Contractor 17.3.1 If (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to GCC Clause 41, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, which the Employer is required to obtain as per provision of the Contract or as per relevant applicable laws of the Country. then the Contractor may give a notice to the

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		Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GCC Sub-Clause 17.3.1, forthwith terminate the Contract. 17.3.2 The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GCC Sub-Clause 17.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt. 17.3.3 If the Contract is terminated under GCC Sub-Clauses 17.3.1 or 17.3.2, then the Contractor shall immediately (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii) (c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractor's personnel from the Site; and (d) subject to the payment specified in GCC

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		Sub-Clause 17.3.4, (i) Deliver to the Employer the parts of the Facilities /works executed by the Contractor up to the date of termination to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and (ii) Deliver to the Employer all drawings, specifications, as-built drawings and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities. 17.3.4 If the Contract is terminated under GCC Sub-Clauses 17.3.1 or 17.3.2, the Employer shall pay to the Contractor all payments specified in GCC Sub-Clause 17.1.3, and reasonable compensation for all loss, except for loss of profit or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination. 17.3.5 Termination by the Contractor pursuant to this GCC Sub-Clause 17.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 17.3. 17.4 In this GCC Clause 17, the expression "Facilities/works executed" shall include all work executed, Installation Services provided, and all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities/works, up to and including the date of termination. 17.5 In this GCC Clause 17, in calculating any

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		monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to GCC Clause 41.4(a)(i) and 41.4(c) (i and iii). 17.6 In the event of termination of the Contract due to Owner's convenience, Bank Guarantee for Contract Performance shall be released to the Contractor on receipt of a Bank Guarantee equivalent to 10% (Ten percent) of the value of Supply/Works completed by the Contractor. This BG shall be valid for a period of 12 months plus 90 days thereafter upon completion of the works in all respects.
4	Vol-I, Sec-III A: GCC: Clause No.31. SUSPENSION OF WORK 31.1 The Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the work. Order for suspension or reinstatement of the works will be issued by the Engineer-in-charge to the Contractor in writing. The time for completion of the works will be extended for a period equal to the duration of the suspension. 31.2 Any necessary and demonstrable costs incurred by the Contractor, as a result of such suspension of the works, will be paid by the Purchaser, provided that such costs are substantiated to the satisfaction of the Engineer-in-charge. The Purchaser shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub-Contractor.	Vol-I, Sec-III A: GCC: Clause No.31. SUSPENSION OF WORK The Contractor shall, on the instructions of Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary and shall, during such suspension, properly protect and secure the works or such part thereof so far as is necessary in the opinion of the Engineer-in-charge. Unless such suspension is: (a) otherwise provided for in the Contract, (b) necessary by reason of some default of or breach of Contract by the Contractor or for which he is responsible, (c) necessary by reason of climatic conditions on the site, or (d) necessary for the proper execution of the works or for the safety of the works or any part thereof, the sub-clause 31(ii) shall apply. Determination of the Engineer-in-charge following the suspension: - Where pursuant to sub-clause 31(i), this sub-clause applies and the Engineer-in-Charge, after due consultation with the Contractor, shall determine:-

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		(a) any extension of time to which the Contractor is entitled to under Sec-III A GCC, Clause 11, and (b) the amount which shall be entitled to the Contractor in respect of the cost incurred by him by reason of such suspension. Such amount shall be payable to the Contractor, in accordance with GCC Clause 31 (iii) below iii) Suspension (a) The Employer may request the Engineer In-Charge, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Engineer In-Charge. If, by virtue of a suspension order given by the Engineer In-Charge, other than by reason of the Contractor's default or breach of the Contract and other reasons as specified in Clause 31(i) above, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Engineer In-Charge requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with Sec-III A GCC Clause 33 (Power to vary/ omit work), excluding the performance of the suspended obligations from the Contract. If the Employer fails to do so within such period, the Contractor may, by a further notice to the Engineer In-Charge, elect to treat the suspension, where it affects a part only of the Facilities/ works, as a deletion of such part in accordance with Sec-III A GCC Clause 33 (Power to vary/ omit work) or, where it affects the whole of the

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एनटीपीसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी

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OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)

Sl. No.	Bid Stipulation	Amendment
		Facilities/ works, as termination of the Contract under GCC Sub-Clause 17.1 (Termination for Employer's Convenience). (b) If (i) The Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without justification / cause pursuant to GCC Clause 41 or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or (ii) The Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas in accordance with Sec-IIIB ECC Cl. 2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities/works; Then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress. (c) If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 31, then the Time for Completion shall be extended in accordance with GCC Clause 11, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction as determined provided that such costs are substantiated to the satisfaction of the Engineer-in-

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED



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		charge shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract and other reasons as specified in Clause 31(i) above. (d) During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment, any part of the Facilities/works or any Contractor's Equipment, without the prior written consent of the Employer, which shall not be unreasonably withheld
5	Vol-I, Sec-III A: GCC: 41. Payment 41.3: Mode of Payment: All payments due to the Contractor shall be disbursed under e-payment system. The Engineer in Charge or his authorized representatives will verify and certify the Contractor's invoices, indicating payment instructions (full bank details) for disbursement. The successful Bidder shall have to furnish the following information for receiving payment against the work through e-payment system: a) Name of beneficiaries: b) Name of the Bank: c) Branch of the Bank: d) IFSC code of the Branch: e) Account No.: f) City/Town: g) Fax No.: h) Telephone No.: i) E-mail address:	Vol-I, Sec-III A: GCC: 41. Payment 41.3: Mode of payment: Payment against Cl. 41.4 (ii) and (iii) will be effected through an irrevocable, operable, at sight Letter of Credit (LC) from scheduled Bank/ first-class bank, within sixty (60) days after issuance of LOI. LC format and document to be presented under LC shall be mutually agreed between NEEPCO and the successful Bidder after the award of the Contract. Charges towards opening of LC shall be borne by the Contractor. All other payments due to the Contractor shall be disbursed under e-payment system. The Engineer in Charge or his authorized representatives will verify and certify the Contractor's invoices, indicating payment instructions (full bank details) for disbursement. The successful Bidder shall have to furnish the following information for receiving payment against the work through e-payment system: a) Name of beneficiaries: b) Name of the Bank: c) Branch of the Bank: d) IFSC code of the Branch:

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OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)

Sl. No.	Bid Stipulation	Amendment
		e) Account No.: f) City/Town: g) Fax No.: h) Telephone No.: i) E-mail address.
6	Vol-I, Sec-III A: GCC Cl. 43: Death, Insolvency and Breach of Contract 43.1 If the Contractor dies or commits any act of bankruptcy or is imprisoned, or being a Corporation, commences to be wound up, not being voluntary winding up for the purpose only of amalgamation / reconstruction, or carries on its business under a receiver for the benefit of its creditors or any of them , or if the Engineer-in-charge is satisfied that the legal representative / heirs of the individual Contractor / proprietor and, in case of a partnership firm, the surviving partners are not capable of carrying out and completing the Contract, the Purchaser shall have the liberty to: a) terminate the Contract forthwith by notice in writing to the liquidator or receiver or to any person to whom the Contract may become vested and to act in the manner provided in clause entitled "Contractor's Default" as though the last mentioned notice has been the notice referred to in such clause and the equipment and materials have been taken out of the Contractor's hands: b) To give such liquidator, receiver or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract, upto an amount to be determined by the Purchaser. 43.2 The Purchaser may terminate the Contract by notice in writing if the Contractor commits breach of any provisions of the Contract, provided always that such determination shall not prejudice any right of	Vol-I, Sec-III A: GCC Cl. 43: Death, Insolvency and Breach of Contract Cl. 43.3 is added as below: In case of breach of any terms and conditions, major or minor, of the Contract by the Contractor, the Purchaser shall have the full power to rescind, cancel or terminate the whole or a part of the Contract and get it done through any other Agency at the risk and cost of the Contractor and without any prejudice to any right of the Purchaser provided in the Contract. The decision of the Purchaser in this regard shall be final and binding. Accordingly, the Cl. No. 55, Vol-I, Section-III A(GCC): Breach of contract stands deleted.

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Sl. No.	Bid Stipulation	Amendment
	action or remedy that has already accrued or shall accrue thereafter to the Purchaser. The Contractor shall be liable to pay compensation to the Purchaser for all losses, expenses or damages incurred by the Purchaser. The Contractor, however, shall under no circumstances, be entitled to any gain on account of such action by the Purchaser Cl. 55: Breach of Contract: In case of breach of any terms and conditions, major or minor, of the Contract by the Contractor, the Purchaser shall have the full power to rescind, cancel or terminate the whole or a part of the Contract and get it done through any other Agency at the risk and cost of the Contractor and without any prejudice to any right of the Purchaser provided in the Contract. The decision of the Purchaser in this regard shall be final and binding	

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

for M. L. Myrman
09/05/2025

Executive Director
Contracts & Procurement
NEEPCO, Shillong.