



ISO: 9001, 14001,
& 45001

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लि. (भारत सरकार का उधम)

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(A Government of India Enterprise)

OFFICE OF THE EXECUTIVE DIRECTOR, CONTRACTS & PROCUREMENT

Brookland Compound, Lower New Colony, Shillong-793 003, Meghalaya, India

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Corrigendum No.5 dated 21-04-2023

To

NIB No.431 dated 10-03-2023

**Name of Work: Design, fabrication, supply, installation & commissioning of penstock & steel in-liner of
Khandong Power Station (2 x 23 MW), Umrongso, Assam**

Following corrigenda to the bid document are hereby issued.

Part-4: Conditions of Contract

1. The following clause is added as given hereunder:

Clause 75: Limitation of Liabilities:

Except in cases of criminal negligence or willful misconduct,

- (a) The Contractor and Employer shall not be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer, and
- (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

Part-8: Bill of Quantities and Connected forms

2. The Clause No. 2 : Schedule of Payment :

The para “1. Milestone- A: Supply of Steel Material for Penstock & Steel In-Liner.....” stands modified as below:

1 Milestone- A : Supply of Steel Material for Penstock & Steel In-Liner.

Payment at 50% (Fifty percent) of BOQ rate shall be released to the Contractor against procurement of materials required for completion of the works progressively, which shall be operated as under:



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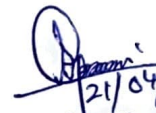
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- (a) For imported materials: On arrival of materials for penstock & steel in-liner at Indian port of import and on submission of Invoice along with Manufacturer's Invoice, Mill Test certificate and Custom clearance certificate.
- (b) For materials manufactured in India: On proof of dispatch of materials for penstock & steel in-liner from Manufacturer's Factory premises and on submission of Invoice along with Manufacturer's Invoice, Mill Test certificate and documents towards proof of dispatch.
- However, payment against this Milestone A shall be restricted to the quantity as per approved fabrication drawings.

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


21/04/2023

**Executive Director
Contracts & Procurement**

Clarification No.1 dated 21-04-2023 to Bidder's queries

NIB No.431 dated 10-03-2023

**Name of Work : Design, fabrication, supply, installation & commissioning of penstock & steel in-liner of Khandong Power Station (2 x 23 MW),
Umrongso, Assam**

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
1	NIB, CI 13	(d) Last date & time for submission of online bids: Upto 14:00 Hours of 20-04-2023	We request you to kindly modify the said sub-clause as (d) Last date & time for submission of online bids: Upto 14:00 Hours of 08-06-2023 Please note that, considerable time is required to work out and submit competitive and comprehensive offer for such Hydro Mechanical Works of Penstock. Considering the magnitude of the work, we humbly request you to extend the bid submission due date from 20th April 2023 to 8th June 2023.	Bidders are requested to refer Corrigendum No.4 dated 20-04-2023.
2	Part 3, ITB, Clause no 23.2.2		Bidder should be permitted to mention the deviation if any on technical and commercial points if any in order to have well defined, well balanced document and to avoid ambiguity Therefore the sub-clause should be suitably modified in line with FIDIC / World Bank standard document followed in Hydro Industry in India.	Bid stipulation shall prevail
3	Part 4 CC, Clause 1, Definitions	(aa) "Letter of Intent (LOI)"	We request you to modify the said sub-clause as (aa) "Letter of Intent (LOI)" shall mean the official notice issued by the purchaser notifying the Contractor	Bid stipulation shall prevail

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
			that his proposal/ Bid is accepted for award subject to such reservations as may have been stated therein. The LOI shall deem to be the effective date of the Contract.	
4	Part 4 CC, Clause 1, Definitions	(jj) "Commencement Date"	We request you to modify the said definition as: "Commencement Date" shall mean the date of commencement of work which shall be reckoned from later of contract signing, receipt of advance and acceptable LC.	Bid stipulation shall prevail
5	Part 4 CC, Clause 3	Performance Security / Security Deposit	Please confirm that Performance Security/ Security Deposit in form of bank guarantee for 3% of contract value will be submitted within 21 days of contract signature and valid till 60 days of defect liability period. Please delete para iii) of the clause. Please delete the following paragraph from (iv) 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 1.5%(one point five percent) of the Contract Sum in the types and proportions of currencies in which the Contract Sum is payable, in addition to normal performance bank guarantee to be	Bid stipulation shall prevail. The Clause 3, of Part- 4 CC of the bid document shall be read in conjunction with the clause 6.4 of Part-1 of Detail NIB of bid document where in it is stated that in case a Subsidiary company gets qualified for award of work by virtue of experience of its Parent/ Holding Company, the Parent/Holding Company will be required to furnish an additional Performance Bank Guarantee of value equivalent to 1.5% (one point five percent) of the Contract Sum, in addition

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			submitted by the Contractor to the Owner besides entering into a separate Agreement (in the requisite format included in Bid Document).	to normal Performance Bank Guarantee (i.e. Initial Security Deposit (ISD)) to be submitted by the Bidder company to the Owner besides entering into a separate Agreement in the requisite Format provided in the Bid Document. The experience of subsidiary companies of the Parent/ Holding Company will be considered experience of the Parent/ Holding Company
6	Part 4, CC, Clause 16	Environmental Protection Measures	As the Contractor's scope is limited to works specified under the Contract, we request that all its obligations towards environmental indemnity shall be restricted to only those hazardous materials bought by it on the project site. Kindly modify the said sub-clause suitably	Bid stipulation shall prevail
7	Part 4 CC, Clause 17,	Force Majeure	We request to add the following as point (k): “(vi) epidemic, pandemic and other diseases including any quarantine restrictions”.	Bid stipulation shall prevail. Events or circumstances that satisfy conditions (a) to (d) of clause 17 of Part-4 of CC of bid document shall qualify Force Majeure.

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
8	Part 4 CC, Clause 18,	Liability for Damage, Defects or Imperfection and Rectifications	As per the mentioned clause the extent of liability is not clear. We would request you to make necessary changes and limit the liability of the Contractor up to 100 % of the Contract value. Also neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract,	Bidders are requested to refer Corrigendum No.5 dated 20-04-2023.
9	Part 4 CC, Clause 19,	Insurance and Indemnity	We request you to add the following at the end of the said sub-clause as "The Contractor shall only be obliged to indemnify and hold the Employer harmless if he has been given at all times full right to defend or settle any claims covered by its indemnity obligation hereunder. Furthermore the Employer, the Employer's Personnel, or any of their respective agents shall take no prejudice action and shall fully support the Contractor."	Bid stipulation shall prevail
10	Part 4 CC, Clause 21,	Forclosure of Contract In Full or Part Due to	Please modify the said sub-clause as	Bid stipulation shall prevail

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
		Abandonment or Reduction in Scope of Work	i) If, at any time after acceptance of the bid, the Corporation decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have right to no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the works.	
11	Part 4 CC, Clause 24,	Completion Time and Extension	Please add the following as (h) at the end of (iii) the said sub-clause (h) any delays attributable to the Employer or others but not attributable to Contractor Please modify the said paragraph as iv) In any such case as may have arisen due to any of the events, as aforesaid, and which may have been notified by the Contractor in writing, the Engineer-in-Charge will may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of execution of the work during the period of extension	Bid stipulation shall prevail

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
12	Part 4 CC, Clause 25	Compensation for Delay	Please modify the said sub-clause as ii) The amount of compensation will not may be adjusted/withhold/deducted or set off against any sum payable to the Contractor under this or any other contract with the Corporation.	Bid stipulation shall prevail
13	Part 4 CC, Clause 27	Commencement of Work	We request you to modify the said sub-clause as i) The Contractor shall commence the work(s) immediately but not later than 30 (thirty) days after the issue of Letter of Intent and shall proceed with the same without delay as may be expressly sanctioned or ordered by the Engineer-in-Charge. If the Contractor commits default in the commencement of work as aforesaid, the Engineer in Charge shall, without prejudice to any other right or remedy, be at liberty to cancel the Contract and forfeit the Bid Security. However the Time of Completion shall be determined from the date of Letter of Intent provided all of the following conditions have been fulfilled within a period of two (2) months from the date of said Letter of Intent (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;	Bid stipulation shall prevail.

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			(b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee; (c) Advance payment to be made by employer against advance payment security (d) Acceptable LC has been opened by Employer for Contract Value in favour of Contractor Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable. If the conditions mentioned above are not fulfilled within 2 months from the date of Letter of Intent because of reasons attributable to the Employer, the Contract would become effective only from the date of fulfilment of all the above mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.	
14	Part 4 CC, Clause 30	Setting out of the Work	Please add the following at the end of the said sub-clause The Employer shall be responsible for any error in the provided specifications, details in the tender documents and in case the Contractor suffers delay	Bid stipulation shall prevail. Extension of time shall be regulated as per Clause 24 of CC, Part 4.

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
			and/or incurs cost from executing works which was based necessitated by an error in these provided specifications, in such case the Contractor shall be entitled for (i) Extension of Time Payment of any such cost plus reasonable profit, which shall be included in the Contract Price	
15	Part 4 CC, Clause 37	Inspection and Approval	Please modify the said sub-clause as No work shall be covered or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall afford full opportunity for examination of foundations before permanent works is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorised representative whenever any such work of foundation is ready for examination, and the Engineer-in-Charge or his authorised representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, examine and measure such works or such foundations. However in the event of delay of more than 15 days from the Enigneer In-Charge after receiving Contractor's notice, it shall be deemed Inspected and Approved. In the event of failure of the Contractor to	Bid stipulation shall prevail

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			give such notice, he shall, if required by the Engineer-in-Charge, uncover such works at his own expense.	
16	Part 4 CC, Clause 38	Completion Certificate	Please modify the said sub-clause as (i) The work shall be completed to the entire satisfaction of the Engineer-in-Charge and in accordance with the time mentioned in the Contract. As soon as the work under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Engineer-in-Charge along with an undertaking to complete any outstanding work during the Defect Liability Period. The Engineer-in-Charge, within thirty (30) days of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a Certificate of Completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the works or the works are not considered to be completed, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the Engineer-in-Charge shall inspect the work and issue completion certificate in the same manner as aforesaid. However in the event of no reply from the Enigneer In-Charge	Bid stipulation shall prevail

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
			after 30 days of receiving Contractor's notice, it shall be deemed Completed and Completion Certificate shall be issued without any further delay.	
17	Part 4 CC, Clause 46	Testing, Inspection And Quality Assurance Control Programme Identifying Defects	Please modify the said sub-clause as iv) Time for Correction of Defects: Every time notice of a defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge's notice or reasonable time as the case may be..	Bid stipulation shall prevail
18	Part 4, CC, Clause 52, 53	Payment on Account Payment of Final Bill	We request for All Payments except Advance payment through an irrevocable at sight Letter of Credit (LC), based on latest UCP version, in the form and manner acceptable to Contractor, having validity of contractual completion period+60 days. The same will be maintained, extended and amended as requested by the Contractor. Please delete clause (v) (e) and (x). We want to discuss procedures for payment under LC and finalize documents to be submitted for claiming the payment	Bid stipulation shall prevail.
19	Part 4, CC, Clause 54	Over Payments and Under Payments	Please delete the said sub-clause in entirety	Bid stipulation shall prevail

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
20	Part 4, CC, Clause 56	Right to Change	We request you to modify the said sub-clause as ii) Sub-clause 56(i) above shall apply to reasonable changes and with mutual agreement with Contractor only. However, for other changes, the cost and payment thereof shall be regulated by Clause No. 33 of Part-4 (CC) of Bid document.	Bid stipulation shall prevail
21	Part 4, CC, Clause 65,	Defect Liability Period	We request you to modify the said sub-clause as (ii) The Contractor shall be responsible for fulfilling of all his obligations and making good as soon as practicable at his expenses any defect in or damage to any section or part of the Works which may appear or occur during the Defects Liability Period and which arises either from quality deficiency in design or materials or workmanship or from any act or omission, of the Contractor. Repair, modification or replacement of work or part thereof as required to make good such defect or deficiency or damage shall constitute complete fulfilment of the Contractor's obligations under the contract and upon such repair, modification, or replacement pursuant hereto or upon the expiration of the Defects Liability Period whichever is later earlier, all such obligations shall terminate. (v) If during the defects Liability Period any portion of the Works is found defective or deficient in any manner	Bid stipulation shall prevail

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
			and is repaired/rectified/replaced pursuant to the defects liability provisions of the Contract, the Defects Liability Period for such portion of the Works, shall, notwithstanding anything to the contrary contained herein, be operative for a further period of 12(twelve) months from the date of such repair/ rectification/ replacement or any part thereof or upto eighteen (18) months from the date of Completion Certificate of the Facilities/Works (or any part thereof) whichever is earlier.	
22	Part 4,CC, Clause 69	Finality Clause	Please delete the said sub-clause in entirety	Bid stipulation shall prevail
23	Part 4,CC, Clause 71	Advances and Recoveries thereof	Please provide interest bearing free advance against equivalent ABG in clause (i) and (ii). The advance will be recovered on prorated basis on dispatch of material upon submission of respective invoices to the ABG issuing bank.	Bid stipulation shall prevail
24	Part 4,CC, Clause 73	Price Adjustment / Variation	In case the award of Contract is delayed due to other relevant government authorities beyond 180 days after Price Bid opening, Employer shall correct and amend the Contract Price in accordance to the Price adjustment so as to bring it to the present level. Base date of Price Adjustment shall also be modified accordingly. Please confirm.	Bid stipulation shall prevail

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25		Bank Guarantee formats	Please insert the following standard Notwithstanding clauses in each Bank Guarantees (BGs): Notwithstanding anything stated hereinbefore: 1) The liability of the Guarantor under this Guarantee is restricted to(in words.....Only). 2) This Guarantee shall be valid up to (Expiry Date) 3) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon us a written claim or demand on or before (Expiry date including claim period, if any) 4) Thereafter the Guarantor shall stand discharged from all its liability under this Guarantee and the rights of Employer under this Guarantee shall stand extinguished, irrespective of the fact whether the Guarantee in original is returned back to us or not. We also want to discuss and finalise the formats of Advance BG and Performance Security to bring them in line with prevailing banking practices.	Bid stipulation shall prevail
26	Corrigendum no.: 01 dated 31-03-2023	Form L, Annexure I	Please insert the following standard Notwithstanding clauses in Bid Security Form:	Bid stipulation shall prevail

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
		Bid Security Form	Notwithstanding anything stated hereinbefore: 1) The liability of the Guarantor under this Guarantee is restricted to(in words.....Only). 2) This Guarantee shall be valid up to (Expiry Date) 3) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon us a written claim or demand on or before (Expiry date including claim period , if any) 4) Thereafter the Guarantor shall stand discharged from all its liability under this Guarantee and the rights of Employer under this Guarantee shall stand extinguished, irrespective of the fact whether the Guarantee in original is returned back to us or not. Please delete the following clause: And that if any further extension of this guarantee is required the same shall be extended to such required period on receiving instruction from the Corporation. Please delete the following clause: In witness where-of I _____ The Agent /Manager of the Bank who is duly	

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
			authorized in this behalf as per rules of the Bank hereby set my hand and seal to this on this the _____ the day of _____/ .	
27	Part 7, Tender Form and Data Sheet	Form A- Bid Form	We request you to modify the said sub-clause as 6. 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. Any deviation stated elsewhere in the Bid submitted by me/us shall therefore be treated as withdrawn.	Bid stipulation shall prevail.
28	Part 8, Bill of Quantities and Other forms		We request you to modify the Schedule of Payment (SOP) as 1. Milestone- A : Supply of Material for Penstock & Steel In-Liner Payment at 50% (Fifty percent) of BoQ rate shall be paid to the Contractor against procurement of materials required for completion of the works progressively on submission of proforma invoice and verification of Mill test certificate etc. by the Owner. However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.	Bidders are requested to refer Corrigendum No.5 dated 20-04-2023

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
			2. Milestone- B : Fabrication of Penstock & Steel In-Liner. Payment at 20 % (Twenty percent) 35% (Thirty Five percent) of BoQ rate shall be paid to the Contractor after fabrication of the structure as per approved fabrication drawings progressively on the basis of acceptance certificate issued by the Owner in two phases. a) 75 % of the above eligible payment shall be released on completion of fabrication works b) 25 % of the above eligible payment shall be released on fulfilment of testing requirement. However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings. 3. Milestone- C : Erection of Penstock & Steel In-Liner. Payment at 20 % (Twenty percent) 10% (Ten percnet) of the BoQ rate shall be paid to the Contractor after erection of the structure as per progress achieved in the erection works and acceptance of the same by the Owner. However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.	

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
			4. Milestone- D : Commissioning and trial run of the Penstock & Steel In-Liner. Payment at 10 % (Ten percent) 5% (Five Percent) of BoQ rate shall be paid to the Contractor after successful commissioning and trial run of the entire Penstock system on the basis of acceptance certificate issued by the Owner. However, payment against this milestone shall be restricted to the quantity as per approved fabrication drawings.	
29	New Clause	Sequence of Activities and Deeming Provision	Sequence of Activities (Completion Certificate, Commissioning, Operational Acceptance, Acceptance) and Deeming Provision We request you to add the new clause defining sequence of activities e.g Completion Certificate, Commissioning, Operational Acceptance, Acceptance etc. and issuance of respective Certificates for each activity in case the same could not be achieved for reasons not attributable to Contractor, Deeming provision should be provided in line with FIDIC / World Bank standard document followed in India as well as across the Globe in order to have a well balanced document and to avoid ambiguities.	Bidders are requested to refer Clause 19: Commissioning and Trial Run, Part-5 Technical Specification of bid document.
30	New Clause		The tender document doesn't contain the following (i) Employer's Responsibilities (ii) Unforeseen Conditions	Conditions included in different parts of the bid document shall prevail.

Sl. No	Reference to NIB Clause	Provision of Bid document	Pre-bid Queries	Clarification of NEEPCO
			(iii) War Risks (iv) Transfer of Ownership (v) Intellectual Property Rights (vi) Confidentiality We request you to add separate clause for each one of them in line FIDIC / World Bank standard document followed in India as well as across the Globe in order to have a well balanced document and to avoid ambiguities.	