



नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम)

**NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED**

भारत सरकार का उद्यम A Govt. of India Enterprise

मिनीरल : श्रेणी-I Miniratna : Category-I

एनटीपीसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी A wholly owned subsidiary of NTPC Ltd

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ISO: 9001, 14001,  
& 45001

**Corrigendum No. 5 Dated 25-02-2025**

**To**

**NIB No. 467 Dated 27-11-2024**

**(International Competitive Bidding)**

**for**

**Engineering, Procurement, Construction and Commissioning of Civil, Hydromechanical Works and specified permanent Project Roads for Heo Hydro Electric Project (240 MW) in Shi Yomi District, Arunachal Pradesh**

The following Corrigendum to the Bid document are hereby issued:

**Vol-I, Part-1(Detail NIB)**

1. The provisions stipulated in 3<sup>rd</sup> paragraph under Clause 6.2.2.1 stand modified as under:

“Completion/ substantial completion of the similar work(s), fulfilling any one of the following:

At least 1(one) similar work of value not less than INR 438.00 Crore (or equivalent other foreign currencies, i.e. US \$ / Euro etc.),

Or,

At least 2(two) similar works each of value not less than INR 274.00 Crore (or equivalent other foreign currencies, i.e. US \$ / Euro etc.),

Or,

At least 3(three) similar works each of value not less than INR 219.00 Crore (or equivalent other foreign currencies, i.e. US \$ / Euro etc.).”

2. The provisions stipulated under Clause 6.2.2.2 stand modified as under:

“Successful experience as Sole/prime Contractor or Partner of the JV/Consortium or Subcontractor approved by the Owner for executing the following Major Civil Works in completed/ substantially completed Project during the preceding 25(twenty-five) years, ending on last date of submission of Bids.

**a) Dam:**

Completion of at least one Barrage/Dam of minimum height 15 m with Radial Gates.

**b) Power House:**

Completion of an underground/sub-surface/surface Power House in Hydro/Pumped Storage/Atomic Power Projects having installed capacity of 50 MW or above.

**c) Tunnel:**

Completion of excavation and concrete lining of at least one tunnel of minimum 5.0 m finished diameter with minimum length of 1800 m in Hydro/ Water Resource Project.

**Note:**

The experience of Highway, Railway and Metro tunnel shall also be considered under Specific Experience Criteria for tunnels.

**d) Pressure Shaft:**

Completion of excavation of at least one underground vertical/inclined shaft with minimum finished diameter 2.5 m & minimum length of 58 m in Hydro/Water Resource Project.

**Note:**

- (i) In case of inclined shaft, the height shall be considered as perpendicular distance between the centre lines of upper horizontal limb and lower horizontal limb of the shaft.
- (ii) The experience of Highway, Railway and Metro projects shall also be considered."

**Vol-I, Part-2(ITB)**

3. The sentence "The decision of the Employer shall be final and binding on all bidders." stipulated in 1<sup>st</sup> paragraph under Clause 22 stands deleted.

**Vol-III, Part-2 (Particular Conditions of Contract)**

4. The provisions stipulated in Clause 1.1.3.3 stand modified as under:

**"The time for completion of works:**

The scheduled time for completion of works shall be 44 (forty-four) months reckoned from the date of issue of Letter of Acceptance (LOA). Initial 6(six) months from the date of LoA (May 2025) shall be for mobilization, Road works and infrastructure development of the contractor. Balance 38(thirty-eight) months from November 2025 to December 2028 for completion of Main Works."

5. At the end of Sub-Clause 1.1.4.9, following sub-clause is added as under:

|  |   |
|--|---|
| <b>1.1.4.10 Gross value of work done</b> | "Gross value of work done" at any time consist of <ul style="list-style-type: none"><li>(i) Total Payment made as per Schedule of Payment and Accepted Contract Amount</li><li>(ii) Additional payment made on account of sharing of risk as stipulated in Employer's Requirements.</li></ul> |
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6. The provisions stipulated in Clause 1.5 stand modified as under:

|                                  |   |
|----------------------------------|---|
| <b>1.5 Priority of Documents</b> | Delete the documents listed from (a) to (e) in Sub- Clause 1.5 and substitute: <ul style="list-style-type: none"><li>(a) the Contract Agreement.</li><li>(b) the Letter of Acceptance,</li><li>(c) the Particular Conditions,</li><li>(d) the General Conditions,</li></ul> |
|----------------------------------|---|

|  |  |
|--|--|
|  | (e) the Employer's Requirements,                               |
|  | (f) Price Schedule   |
|  | (g) Instruction to Bidders,                                    |
|  | (h) the Data Sheets  |
|  | (i) Any other accepted documents forming part of the Contract. |

7. The provisions stipulated in Clause 2.6 stand modified as under:

"The Employer shall not be responsible regarding correctness of data/information provided in the Volume -II A: Project Profile & Volume -II B: Annexure to Project Profile of the bid document.

The bidder shall make their own assessment and judgments in regard to using these data/ information in respect of the bid.

No claim whatsoever shall be admitted on the basis of the data/ information and content provided in these volumes of the bid."

8. The provisions stipulated in last paragraph under Clause 4.2 stand modified as under:

"Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor or sub-contractor or Holding Company from time to time, are required to be extended/renewed, the Contractor shall at his cost get the validity periods of such guarantees extended/renewed, and furnish these to the Employer's Representative atleast one month before the expiry date of the aforesaid Guarantees originally furnished; failing which either the existing Bank Guarantees shall be invoked by the Employer's Representative or future payment shall be withheld until the Bank Guarantees are extended/renewed. Also, in case of any deficit in Bank Guarantees on any account as might occur or is noticed, the Contractor shall forthwith recoup/replace the same at his cost with acceptable Performance Security."

9. Under Clause 4 (The Contractor), the following Clause is added as under:

|  |  |
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| <b>4.13 Rights of Way and Facilities</b> | Sub-Clause 4.13 is substituted by the following paragraphs:<br><br>Rights of way required by the Contractor for accessing the site shall be provided by Employer. However, the Contractor shall provide/obtain, at his risk and cost, any additional facilities outside the site, which he may require for the purpose of the Works. |
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10. After the end of penultimate para starting with "Delay Damages for the Intermediate Contract Milestones: ..... each Intermediate Contract Milestone" in Sub-clause 8.7, the following para stands added:

*"If the Works as a whole are completed within specified Time for Completion then the Delay Damages recoverable for Intermediate Contract Milestones, shall be refundable to the Contractor."*

11. In "APPENDIX TO TENDER", the provisions stipulated against Clause 1.1.3.3 stand modified as "44 (forty-four) months reckoned from the date of issue of Letter of Acceptance (LOA)".

**Vol-III, Part-3: Contract Forms**

12. 'DRAFT CONTRACT AGREEMENT FORM' at Sl. No. 1 stands replaced by 'Rev\_DRAFT CONTRACT AGREEMENT FORM' attached herewith.

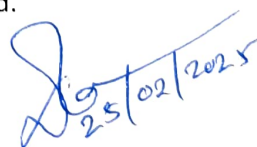
**Vol-IV: Employer's Requirements**

13. Certain modifications/additions under Clauses 1.6 & 1.7 have been made, which are attached herewith as '**Addendum to Employer's Requirements**'.

**Vol-VI, Part-2(Schedule of Payment)**

14. Percentage of milestone payments for "**5. Head Race Tunnel and Appurtenant Works (A5)**" stand modified as under:
- A) Sl. No. 5.1 to 5.7 : 7.5% of Schedule A5 each
  - B) Sl. No. 5.8 to 5.14 : 5% of Schedule A5 each
  - C) Sl. No. 5.15 : 7.5% of Schedule A5
  - D) Sl. No. 5.16 : 5% of Schedule A5
15. Percentage of milestone payments for "**8. Pressure Shaft, Penstock and Appurtenant Works (A8)**" stand modified as under:
- A) Sl. No. 8.1 to 8.4 : 15% of Schedule A8 each
  - B) Sl. No. 8.5 to 8.8 : 7% of Schedule A8 each
  - C) Sl. No. 8.9 : 7% of Schedule A8
  - D) Sl. No. 8.10 : 5% of Schedule A8
16. Percentage of milestone payments for "**9. Powerhouse, Transformer Hall, GIS & Pothead and Tail Race Basin (A9)**" stand modified as under:
- A) Sr. No. 9.1 & 9.2: 12% of Schedule A9 each
  - B) Sr. No. 9.3: 10% of Schedule A9.
  - C) Sr. No. 9.4 to 9.9: 6% of Schedule A9 each
  - D) Sr. No. 9.10 : 12% of Schedule A9
  - E) Sr. No. 9.11 to 9.13: 6% of Schedule A9 each

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



**Chief General Manager (C)  
Contracts & Procurement**