

Rehabilitation of Penstock in Kameng HEP using combination of CFRP and GFRP	  	<p style="text-align: right;">Corrigendum V NIB No. NEEPCO/PEN/IND/001 Date: 15/04/2019</p>
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Corrigendum V

Bidders are requested to note that with reference to **NIB No. NEEPCO/PEN/IND/001**, following Clauses and Forms in their respective parts as indicated in the below table have been revised. Bidders are instructed to use the revised clauses as under.

Sl. No.	Bid Clause No.	Bid Stipulations	Revised Bid Stipulations
1	Clause 12, Part-3	The bidders shall quote the unit rates and prices in US \$ or INR. The Indian/ domestic bidders shall quote in INR only and whereas foreign bidders may quote either in INR or US\$.	<p>The said bid stipulations shall be read as below:</p> <p>“The bidders shall quote the unit rates and prices in a single currency in their bids which shall be in US \$ or INR. The Indian/ domestic bidders shall quote in INR only and whereas foreign bidders shall quote either in INR or US\$.”</p>
2	Clause 11(iv), Part-3	<p>iv) The rates quoted by the bidder shall be inclusive of all applicable Indian and Non-Indian Taxes, Duties, etc. except Basic Customs Duty, Cess thereon and GST that may be leviable by Government or any other agency unless otherwise specifically mentioned herein or for any other cause as on the date 28 (twenty eight) days prior to the latest date for submission of bids, subject to Clause No. 61 (Part-4(A): General Conditions of Contract). Subject to the above, the Contractor shall be liable to pay all Indian and Non-Indian taxes, duties, cess, levies etc. assessed against him in pursuance of the contract and his personnel effects. The Contractor shall be solely responsible for the compliance of all the formalities as required under all the Taxation Laws in force.</p> <p>In case of overseas supplies, the Customs clearance will be done by NEEPCO. NEEPCO shall pay the Customs</p>	<p>The said bid stipulations shall be read as below:</p> <p>“iv) <u>In case of foreign/overseas bidders:</u> The rates quoted by the bidder shall be inclusive of all applicable Indian and Non-Indian Taxes, Duties, etc. except Basic Customs Duty, Cess thereon and GST that may be leviable by Government or any other agency unless otherwise specifically mentioned herein or for any other cause as on the date 28 (twenty eight) days prior to the latest date for submission of bids, subject to Clause No. 61 (Part-4(A): General Conditions of Contract). Subject to the above, the Contractor shall be liable to pay all Indian and Non-Indian taxes, duties, cess, levies etc. assessed against him in pursuance of the contract and his personnel effects. The Contractor shall be solely responsible for the compliance of all the formalities as required under all the Taxation Laws in force.</p>

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		<p>Duty, Cess thereon and GST. In case of Indian supplies, GST will be reimbursed to the supplier against submission of Tax invoice. Inland transportation charges and inland transit insurance will be borne by NEEPCO.</p>	<p>For overseas supplies, NEEPCO shall pay for Basic Customs Duty, Cess thereon & GST and the Customs clearance, Inland transportation & inland transit insurance will be done by NEEPCO at its own cost.</p> <p><u>In case of Indian/domestic bidders:</u> The rates quoted by the bidder shall be inclusive of all applicable Indian and Non-Indian Taxes, Duties etc. including Basic Customs Duty, Cess thereon except GST that may be leviable by Government or any other agency unless otherwise specifically mentioned herein or for any other cause as on the date 28 (twenty eight) days prior to the latest date for submission of bids, subject to Clause No. 61 (Part-4(A): General Conditions of Contract). Subject to the above, the Contractor shall be liable to pay all Indian and Non-Indian taxes, duties, cess, levies etc. assessed against him in pursuance of the contract and his personnel effects. The Contractor shall be solely responsible for the compliance of all the formalities as required under all the Taxation Laws in force.</p> <p>In case of overseas supplies, the Customs clearance, Inland transportation and inland transit insurance including Basic Customs Duty & Cess thereon shall be the responsibility of the contractor.</p> <p>GST will be reimbursed to the contractor against submission of Tax invoice.”</p>
3.	Clause 23.3 (ii), Part-3	<p>ii) The Price Bids shall be evaluated considering the following factors –</p> <p>a) Total Quoted Price for the entire scope.</p>	<p>The said bid stipulations shall be read as below:</p> <p>“ii) The Price Bids shall be evaluated considering the following factors –</p>



- For bid evaluation purpose, the following shall be considered:
 - A. In case of overseas bidders, the following cost components shall be loaded on the price quoted by foreign bidders importing materials to India:
 - i. Inland transportation from Kolkata port to Project site at Kimi @ Rs. 7.84 /Km /MT inclusive of loading & unloading at Kolkata port and unloading at Project site,
 - ii. Customs clearance charge shall be lump sum Rs. 30,000 per Consignment. The bidders shall indicate the quantity of imported materials and numbers of consignment(s) to be shipped to Kolkata Port in Construction methodology (Data Sheet-8) and based on the data provided in that Data Sheet, Customs clearance charge shall be calculated for bid evaluation;
 - iii. Inland transit insurance at the rate applicable as on 28 days prior to the latest date of submission of bids as charged by General Insurance Companies of India for the transportation from Kolkata port to Project site at Kimi.
 - iv. Following Customs duty & tax (IGST) shall be applicable on supply, and design & application component against BOQ items:
 - (a) **On supply component:** Customs Duty @ 30.98% on 101% of CIF price of BOQ Item No. 2 (CIF component of BOQ item No. 2 shall be considered as 85% of quoted price of BOQ Item No. 2). The CIF price of the imported material to be supplied quoted in US\$ will be converted to

- a) Total Quoted Price for the entire scope.
- For bid evaluation purpose, the following loading factors shall be considered for price comparison of bidders at equal footing:
 - A. **In case of foreign/overseas bidders**, the following cost components shall be loaded on the price quoted by foreign bidders importing materials to India:
 - i. Inland transportation from Kolkata port to Project site at Kimi @ Rs. 7.84 /Km /MT inclusive of loading & unloading at Kolkata port and unloading at Project site,
 - ii. Customs clearance charge shall be lump sum Rs. 30,000 per Consignment. The bidders shall indicate the quantity of imported materials and numbers of consignment(s) to be shipped to Kolkata Port in Construction methodology (Data Sheet-8) and based on the data provided in that Data Sheet, Customs clearance charge shall be calculated for bid evaluation;
 - iii. Inland transit insurance at the rate applicable as on 28 days prior to the latest date of submission of bids as charged by General Insurance Companies of India for the transportation from Kolkata port to Project site at Kimi.
 - iv. Following Customs duty & Cess thereon shall be applicable on overseas supply component against BOQ items:
 - (a) **On supply component:** Customs Duty @ 30.98% on 101% of CIF price of imported supply (at Kolkata port). The CIF price of the imported material to be supplied quoted in US\$ will be converted to INR by applying the exchange rate, i.e. Bills Selling rate of State Bank of India, Main Branch Sansad Marg, New Delhi, 110001, India, prevailing 28 days prior to the latest date of submission of bids;
 - B. **For Indian/domestic bidders**, the price to be quoted for all the



		<p>INR by applying the exchange rate, i.e. Bills Selling rate of State Bank of India, Main Branch Sansad Marg, New Delhi, 110001, India, prevailing 28 days prior to the latest date of submission of bids;</p> <p>(b) On design & application component: IGST @ 18% of quoted price of BOQ Item Nos.1,3,4,5 & 6 and IGST @ 18% on 15% of quoted price of BOQ Item No.2.</p> <ul style="list-style-type: none"> For domestic bidders, the price to be quoted for all the BOQ items as FOR site, shall include Basic price, inland transportation, inland transit insurance, GST. Therefore, the above loading shall not be required for bid evaluation purpose. 	<p>BOQ items as FOR site, shall include Basic price, Customs clearance, Basic Customs Duty & Cess thereon, Inland transportation and inland transit insurance. Therefore, the above loading shall not be required for bid evaluation purpose."</p>
4.	Clause 61(i), Part-IV(A)	<p>(i) The rates quoted by the bidder shall be inclusive of all existing Indian and Non-Indian Taxes, Duties, Levies, Cess, etc. that may be leviable by Government or any other agency, existing 28 (twenty eight) days prior to the Latest date of submission of the bids. The Contractor shall be liable to pay all Indian and Non-Indian taxes, duties, cess, levies etc. assessed against him in pursuance of the contract and his personnel effects. The Contractor shall be solely responsible for the compliance of all the formalities as required under all the Taxation Laws in force.</p> <p>In case of overseas supplies, the Customs clearance will be done by NEEPCO. NEEPCO shall pay the Customs Duty, Cess thereon and GST. In case of Indian supplies, GST will be reimbursed to the supplier</p>	<p>The said bid stipulations shall be read as below:</p> <p>"i) In case of foreign/overseas bidders: The rates quoted by the bidder shall be inclusive of all applicable Indian and Non-Indian Taxes, Duties, etc. except Basic Customs Duty, Cess thereon and GST that may be leviable by Government or any other agency, existing 28 (twenty eight) days prior to the Latest date of submission of the bids. The Contractor shall be liable to pay all Indian and Non-Indian taxes, duties, cess, levies etc. assessed against him in pursuance of the contract and his personnel effects. The Contractor shall be solely responsible for the compliance of all the formalities as required under all the Taxation Laws in force.</p> <p>For overseas supplies, NEEPCO shall pay for Basic Customs Duty, Cess thereon & GST and the Customs clearance, Inland</p>



		<p>against submission of Tax invoice. Inland transportation charges and inland transit insurance will be borne by NEEPCO.</p>	<p>transportation & inland transit insurance will be done by NEEPCO at its own cost.</p> <p><u>In case of Indian/domestic bidders:</u> The rates quoted by the bidder shall be inclusive of all applicable Indian and Non-Indian Taxes, Duties, Basic Customs Duty, Cess thereon etc. except GST that may be leviable by Government or any other agency, existing 28 (twenty eight) days prior to the Latest date of submission of the bids. The Contractor shall be liable to pay all Indian and Non-Indian taxes, duties, cess, levies etc. assessed against him in pursuance of the contract and his personnel effects. The Contractor shall be solely responsible for the compliance of all the formalities as required under all the Taxation Laws in force.</p> <p>In case of overseas supplies, the Customs clearance, Inland transportation and inland transit insurance including Basic Customs Duty, Cess thereon shall be the responsibility of the contractor.</p> <p>GST will be reimbursed to the contractor against submission of Tax invoice.”</p>
5.	Clause 61(v), Part-IV(A)	(v) Tax Deduction at Source/With-holding of Tax, as applicable under various Indian tax laws will be effected from the bills. The Corporation shall issue Tax Deduction Certificates on the said deductions as per the relevant tax law.	<p>The said bid stipulations shall be read as below:</p> <p>“(v) Tax Deduction at Source/With-holding of Tax, as applicable under various Indian tax laws will be effected from the bills. The Corporation shall issue Tax Deduction Certificates on the said deductions as per the relevant tax law.</p> <p>Income Tax and surcharge thereof leviable as per the taxation laws of India on the Contractor’s company or its personnel in respect</p>



			<p>of income arising in favour of either of the Company or its personnel under this Contract Agreement, shall be the absolute liability of the Contractor and not of the Owner.”</p>
<p>6.</p>	<p>CLAUSE 52 (PAYMENT ON ACCOUNT), Part- 4(A)</p>	<p>(v) Payment against the Contractor’s bills shall be made by the Corporation as per the guideline given below.</p> <ol style="list-style-type: none"> a. Payment for the Contractor’s running Bills (measured) shall be released within 15 (fifteen) days from the date of receipt of technically clear invoice/bill by the Engineer-in-Charge. b. Retention money: Retention money @ 10% of work executed shall be deducted from each interim bill till completion of work. The deducted retention money shall be released after 1 month from the date of successful completion of work and operation of Generating Units in actual working condition. c. Taxes as applicable as per the Central & State Govt. directive shall be deducted at source from the bill of the contractor by the Owner. Claim for exemption if any, shall be supported by necessary exemption certificates by the contractor well before time. d. All bank charges shall be to the Contractor’s account. e. Deduction from Contract Price: Costs, charges, damages or expenses of any nature for which the contractor is liable to the Owner under the Contract shall be deducted by the 	<p>(v) Payment against the Contractor’s bills shall be made by the Corporation as per the guideline given below.</p> <ol style="list-style-type: none"> a. Payment for the Contractor’s running Bills (measured) shall be released within 15 (fifteen) days from the date of receipt of technically clear invoice/bill by the Engineer-in-Charge. b. Payment for material mobilisation shall be regulated as per Clause 71(ii) of this Part. c. Retention money: Retention money @ 10% of work executed shall be deducted from each interim bill till completion of work. The deducted retention money shall be released after 1 month from the date of successful completion of work and operation of Generating Units in actual working condition. d. Taxes as applicable as per the Central & State Govt. directive shall be deducted at source from the bill of the contractor by the Owner. Claim for exemption if any, shall be supported by necessary exemption certificates by the contractor well before time. e. All bank charges shall be to the Contractor’s account. f. Deduction from Contract Price: Costs, charges, damages or expenses of any nature for which the contractor is liable to the Owner under the Contract shall be deducted by the Owner from payments of the Contract Price or any amount due on any other account to the contractor from the Owner and/or shall be deducted by the Engineer in-Charge from any securities/guarantees furnished



		<p>Owner from payments of the Contract Price or any amount due on any other account to the contractor from the Owner and/or shall be deducted by the Engineer in-Charge from any securities/guarantees furnished by the contractor under the Contract. Such deduction shall constitute a valid discharge of the obligation of the Contractor to make the payment to the Owner.</p> <p>f. Paying Authority: All payments shall be made by the Head of Finance, F&A, KaHEP, NEEPCO Ltd., Kimi, Arunachal Pradesh, who shall release the payment based on certification by the Engineer-in-Charge.</p>	<p>by the contractor under the Contract. Such deduction shall constitute a valid discharge of the obligation of the Contractor to make the payment to the Owner.</p> <p>g. Paying Authority: All payments shall be made by the Head of Finance, F&A, KaHEP, NEEPCO Ltd., Kimi, Arunachal Pradesh, who shall release the payment based on certification by the Engineer-in-Charge.</p>
7.	Clause 71, Part-4(A)	<p>Financial assistance, in the shape of recoverable advance, as considered necessary, by the Engineer-in-Charge and on written request in this regard from the Contractor, may be provided to the Contractor for augmenting / supplementing his resources in the manner indicated hereunder. Such assistance shall not be made a precondition by the Contractor for execution of the works.</p> <p>(i) Advances for Mobilisation: Mobilization Advance shall be interest bearing and limited to 10% (ten percent) of Contract value. Interest shall be charged at the rate of SBI BPLR plus 1.5%.</p> <p>Mobilisation Advance of 10% shall be released to the Contractor on receipt of request from him</p>	<p>The said bid stipulations shall be read as below: “Financial assistance, in the shape of recoverable advance, as considered necessary, by the Engineer-in-Charge and on written request in this regard from the Contractor, may be provided to the Contractor for augmenting / supplementing his resources in the manner indicated hereunder. Such assistance shall not be made a precondition by the Contractor for execution of the works.</p> <p>(i) Advances for Mobilisation: Mobilization Advance shall be interest bearing and limited to 10% (ten percent) of Contract value. Interest shall be charged at the rate of SBI BPLR plus 1.5%.</p> <p>Mobilisation Advance of 10% shall be released to the Contractor on receipt of request from him immediately after unconditional</p>



immediately after unconditional acceptance of work order. The Contractor has to submit the Bank Guarantee (BG) (**prescribed format of BG is enclosed at Annexure-A of this Part**) of equivalent amount along with interest @1.5% above Benchmark Prime Lending Rate of the State Bank of India (SBI BPLR) or 110% of Mobilization Advance amount, whichever is higher, within 7 days of release of the advance.

For the purpose of BG, interest @ 1.5% over SBI BPLR prevailing as on the date of LOI shall be adopted and interest will be calculated upto the period that the advance is fully adjusted.

The recovery of Mobilization advance shall be made from the 60% payment to be released against Bills of Lading for supply of materials through LC.

The BG shall be released after recovery of Mobilisation Advance amount in full.

acceptance of work order. The Contractor has to submit the Bank Guarantee (BG) (**prescribed format of BG is enclosed at Annexure-A of this Part**) of equivalent amount along with interest @1.5% above Benchmark Prime Lending Rate of the State Bank of India (SBI BPLR) or 110% of Mobilization Advance amount, whichever is higher, within 7 days of release of the advance.

For the purpose of BG, interest @ 1.5% over SBI BPLR prevailing as on the date of LOI shall be adopted and interest will be calculated upto the period that the advance is fully adjusted.

The recovery of full Mobilisation Advance shall be made from the Material Advance as stipulated at Clause 71(ii) of this Part at the time of releasing payment towards mobilisation of material.

The BG shall be released after recovery of Mobilisation Advance amount in full.

(ii) Mobilisation of material:

- a. Foreign Supplies : Payment up to 60% of the value of the imported supplies shall be released to the contractor against the Bills of Lading through LC.
- b. Domestic Supplies : Payment up to 60% of the value of the domestic supplies shall be released to the contractor upon delivery of the materials at project site.

The payment of BOQ items shall be released after deduction of 60% of the cost of materials consumed which is already released.”

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8.	Form-B, Part-7	FORM-B: BREAKDOWN OF SELECTED UNIT PRICE (RATES)	FORM-B shall be as per Annexure-I .
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All other terms & conditions contained in the Detailed Bid Document shall remain unchanged.



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Annexure-I

Form-B: Break up of Unit Price (Rates)

Name of Bidder: -

	Item No. (in the Schedule) :				
	Unit Price (or Rate) :				
Sl. No.	Description of various Cost components	Unit	Quantity	Rate	Amount
i.	Material Cost (Foreign supply)				
ii.	Material Cost (Indian / domestic supply)				
iii.	All other cost including Execution/Erection Cost				
	Total:				

- Note: 1. The bidders shall give the break-up of various cost components included in the Unit Price (Rate) of each BoQ item of work as per the above format.
2. While furnishing the break-up of Unit Price as above, the break-up of Unit Price shall clearly indicate the CIF price of imported supply (at Kolkata port) and FOR price of domestic supply (at Project site at Kimi) for foreign bidders as the said CIF price of imported supply (at Kolkata port) is required for loading applicable Customs Duty in the Price Bid evaluation. Both CIF price of imported supply and FOR at site price for domestic supply shall be accounted for payment of 60 % thereof in case of award of work to the successful bidder.
On the other hand, for Indian bidders, the Unit price break-up shall also clearly indicate the FOR at Site price of imported supply (at Project Site at Kimi) and domestic supply, which shall be accounted for payment of 60 % thereof in case of award of work to the successful bidder.

Date:-