



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

मिनीरत्न : श्रेणी-I Miniratna : Category-I

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

Website: www.neepco.co.in, E-mail: contract@neepco.co.in

OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)

Brookland Compound :: Lower New Colony

Shillong-793 003

Corporate Identity Number (CIN): U40101ML1976GOI001658



ISO:9001, 14001 &
45001

CORRIGENDUM NO. 5 DATED 23.01.2025

TO

NIB NO. 457 DATED 25-10-2024

(INTERNATIONAL COMPETITIVE BIDDING)

Name of Work: Package-I: Construction of Civil Works on Item Rate for Tato-I Hydro Electric Project, Arunachal Pradesh, comprising of Headworks & allied works, Head Race Channel, Head race Pipe, Intake, Headrace tunnel, Surge shaft, Pressure shaft, Valve house, Power house & allied works and Infrastructure works.

Following corrigenda to the bid document are hereby issued:

Part- 1: Short & Detail NIB

1. The Scheduled Time for Completion, mentioned in the Clause No. 4 of Part-1: Short & Detail NIB of Bid Document stand modified as **45 (forty five) months** from the date of issue of Letter of Acceptance (LOA) by the Employer.
2. The provisions stipulated in Clause No. 6.2.3 of Part-1: Short & Detail NIB of Bid Document stand modified as below:

Documentary evidence in support of the above experience indicating details like scope of work; value of works executed; date of completion/substantial completion of the work; name & address including contact no., email address of the clients/employers/owners; satisfactory completion/substantial completion of work shall be furnished along with the Techno-Commercial bids for establishing eligibility in terms of Qualifying Requirements. The documents should be in the form of copies of Work Order and certificate of completion/substantial completion from clients/employers/owners.

In case the Client is a Private entity, it should be listed in the respective country of it's own having a minimum turnover of Rs. 500 Crores or equivalent other foreign currencies, i.e. US\$ / Euro etc. with exchange rate as on the date of issue of NIB. Bidder shall submit documentary evidence to this effect. Further, in such case, the certificate of completion/substantial completion shall be supported by audited financial statements, proof of payment of bills duly certified by a Certified Public Accountant (CPA)/ Chartered Accountant with UDIN (Unique Document Identification Number)

3. The provisions stipulated in Clause Nos. 6.3 (i) and 6.3 (ii) of Part-1: Short & Detail NIB of Bid Document stands modified as below:

i) Minimum Average Annual Turnover (MAAT):

Average Annual Construction Turnover of the bidder in the best three Financial Years out of the last 5(five) Financial years, ending 31st March of the previous financial year shall be at



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least **INR 184.00 Cr.** (Rupees One Hundred Eighty Four Crore) only or Equivalent US \$ / Euro etc.

Annual Turnover should be from general construction works as certified by practicing Chartered Accountant/Certified Public Accountant (CPA). Other income shall not be considered for arriving at the minimum average annual turnover.

For conversion of US \$ / Euro etc. to INR, the exchange rate at the end of the respective accounting year shall be considered.

For evaluation purpose, the annual turnover of preceding years shall be brought to the current price level by considering an average inflation rate of 6% per year.

ii) Working Capital:

Capacity to have a cash flow amount/working capital judged from the immediately preceding financial year as per the audited balance sheet / equivalent financial statements. The bidder shall have working capital of not less than **INR 25 Crore** (Rupees Twenty Five Crore) only or Equivalent US \$ / Euro etc. Working Capital/Cash Flow amount shall be calculated by subtracting Current Liabilities (CL) from Current Assets (CA) i.e. (CA-CL) as per the audited balance sheet/ equivalent financial statements including profit and loss statement of the immediately preceding financial year. If audited financial statement for the immediate preceding financial year is not available, then the bidder shall submit these statements certified by a practicing Chartered Accountant/Certified Public Accountant (CPA).

Part- 3: Instruction to Bidders

4. The 1st Para of Clause No. 10.3 of Part-3: Instruction to Bidders of Bid Document stand modified as:

The scheduled Time for Completion of the Works shall be **45 (forty five) months** from the date of issue of Letter of Acceptance (LOA for reference

Part- 4: GCC(FIDIC1999), Particular Conditions of Contract, Appendix to Tender

5. The Time of Completion of the Works under Clause No. 1.1.3.3 in Appendix to Tender, PCC stands modified as **45 months** from the date of issue of Letter of Acceptance (LOA)
6. The following provision is added at the end of Bid Stipulation under Clause 14.2: Advance Payment of Part-4: Particular Conditions of Contract:

Secured Advance:

Secured Advance on the security of materials (which are not combustible, fragile or perishable in nature, for example: cement & steel) brought to the site but not yet incorporated in the works shall be made up to 75 (seventy-five) per cent of value of the materials, after the materials are received at site, duly certified by the Engineer in Charge. The amounts of Secured Advance in any case, shall not exceed 50% of the total cost of items where such materials are required to be used. The contractor will be required to sign an indenture bond, hypothecating the goods to the



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procuring entity, and also be responsible for their safe custody. Before the advance is released, the procuring entity may inspect the site to ensure that the Contractor has safeguarded the materials against pilferage and deterioration. It may be ensured that the contractor has not taken any loan/ limit from banks against hypothecation of the materials against which the secured advance is claimed. An undertaking in this regard must be taken from the contractor as a measure of the above. No escalation on such component of cost will accrue from the date of release of advance till it is fully recovered. This shall be recovered on monthly basis from the work bill to the extent of utilisation of material. However, such advance will be recovered fully within a period of 6(six) months from the date of grant of advance or on utilization of the material whichever is earlier.

Secured Advance will be released, generally, subject to fulfilment of the following:

- Submission of Invoice;
- On production of documentary evidence by the Contractor to the Engineer-In-charge about receipt of the materials at the site and cost thereof.

Format of Indemnity Bond for Secured Advance is enclosed as **Annexure – A**.

7. The provisions under Para No. 1st, 2nd and 3rd of Clause 14.8: Delayed Payment of Part-4: Particular Conditions of Contract stand modified as below:

The sub-clause 14.8 is replaced with the following:

Omissions on the part of the Engineer to pay the amount due upon measurement or otherwise shall neither vitiate nor make the Contract void. Further, no claims for interest or damages shall be entertained or payable by the Employer upon:

- Any Bank Guarantee, or
- payments in arrears, or
- any balance which may become due on final settlement / re-conciliation of the account, or
- any claims which constitute the subject matter of dispute or difference between the Parties.

Save as above, if the Contractor does not receive undisputed payment in accordance with Sub-clause 14.7 [Payment], the Contractor shall be entitled to receive simple interest as financing charges on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued.

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


23.01.25
Executive Director
Contracts & Procurement

INDEMNITY BOND
(TO BE DRAWN UP IN NON-JUDICIAL STAMP PAPER)

This INDENTURE made on the day of _____ 20 ____ between _____
(herein after called the Contractor on the ONE PART and the North Eastern Electric Power Corporation Ltd. (hereinafter called NEEPCO Ltd. which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) on the OTHER PART.

WHEREAS against Order No.: _____ (herein after called the said Order) and the Agreement the Contractor have agreed to execute the work of _____ to the North Eastern Electric Power Corporation Ltd. and whereas the Contractor have applied to NEEPCO Ltd., that they may be allowed to retain quantities of materials/equipment as required for construction of the work etc. belonging to the North Eastern Electric Power Corporation Ltd., at the site and at their cost for purpose of the said order and the said Agreement. Now THIS INDENTURE WITNESSETH that in purpose of the said order and the said Agreement the Contractor do hereby covenant and agree with NEEPCO Ltd., and declare as follows:

1. That the Contractor shall make at their own cost all necessary and adequate agreements for the proper watch, safe custody and protection against all risks of the quantities of materials /equipment issued to them and that until used in the construction of the work and delivered to the Project Authority of, as aforesaid the quantities of materials/equipment shall remain at the site of the Contractor and in their custody and their own responsibility and shall at all times be open for inspection by the NEEPCO officers deputed by Project Authority, (Name of Project) In the event of the said quantities of materials /equipment or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quantity as required by the Corporation at the Contractor's cost.
2. That the said materials shall not on any account be removed from the Contractor's site except with the written permission of the Engineer/Employer or an Officer authorized by him on that behalf.
3. That in event of any conflict between the provision of these presents and the said Agreement, the provision of these presents shall prevail and in the event of any dispute or difference arising ever the construction effect of these presents, the settlement of which has not been here-in-before expressly provided or the same shall be referred to the Engineer/Employer, whose decision shall be final and provisions of the SETTLEMENT OF DISPUTES AND CONCILIATION/ ARBITRATION under the contract, for the time being in force shall apply to any such reference.
4. If at any time for any reason recourse has to be taken to Court of Law for any matter arising out of this Contract, the proper forum shall be Shillong in the State of Meghalaya, where the said Agreement has been signed in acceptance.

IN WITNESS WHEREOF the _____ for and on behalf of the North Eastern Electric Power Corporation Ltd., Shillong and the said _____ have herein set their respective hands and seals on the day and year first above written at _____ in the State of _____, India.

SEALED AND DELIVERED

Signed by:

By the Contractor in presence of:

For and on behalf of North Eastern Electric Power Corporation Ltd., Shillong.

1st Witness:

1st Witness:

2nd Witness:

2nd Witness:

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