



ISO 9001. 14001

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

North Eastern Electric Power Corporation Ltd.

(A Govt of India Enterprise)

OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)

Brookland Compound, Lower New Colony, Shillong-793003

Website: <http://www.neepco.co.in> E mail: contract@neepco.co.in, contract_neepco@yahoo.com

Fax: 91 364 2222928/2222578



CORRIGENDUM No. 5 Dated 18.11.2022

To

NIB No.427 Dated: 30.09.2022

For

Detailed Design and Engineering, Manufacture, Testing at Works, Despatch, Inland Transportation including Freight and Insurance, Delivery to Project Site, Comprehensive Insurance for taking care of eventualities till Handing Over of the Plant/Work, Storage and Preservation of all Equipment at site or any intermediate locations, Erection, Testing and Commissioning at site of all Electro-Mechanical Equipment along with all station auxiliaries to be installed in Khandong Power Station (2x23MW), Assam, India.

Corrigenda to the Bid Document are hereby issued as below:

Sl. No	Bid Stipulation	Proposed Amendment
1	<p>Clause No. 2.1(Technical Eligibility Criteria) of Section-I, NIB:</p> <p>Sub Clause No.2.1.1: Bidder shall have successfully designed, engineered, manufactured, supplied, erected, tested and commissioned 1 (one) Hydro Generating Unit of rating 23 MW (Twenty-three Mega Watt) category or above along with unit and station auxiliaries, which must have been in satisfactory operation for a period of at least 3 (three) consecutive years within a period of 10(Ten) years ending last day of the month previous to the one in which this Bid is floated.</p> <p>NOTE: Documentary evidence in support of the above shall be furnished only from Central / State Govt. Power Utilities or Central / State Govt. PSU of India.</p>	<p>Sub Clause No.2.1.1: Bidder shall have successfully designed, engineered, manufactured, supplied, erected, tested and commissioned at least 1 (one) vertical Hydro Generating Unit of rating 23 MW (Twenty-three Mega Watt) category or above along with unit and station auxiliaries, which must have been in satisfactory operation for a period of at least 3 (three) consecutive years within a period of 10(Ten) years ending last day of the month previous to the one in which this Bid is floated. The Bidder shall have the above experience as manufacturer of both Turbine and Generator to be considered as Technically eligible.</p> <p>NOTE: Documentary evidence in support of the above shall be furnished from Central / State Govt. Power Utilities or Central / State Govt. PSU of India and IPPs that are listed in India having a minimum turnover not less than Rs 500 Crores.</p>



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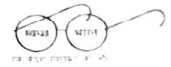
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2	<p>Section-II / ITB / Cl. 7: Time Schedule</p> <p>Section-III A / GCC / Cl. 10: Completion Period:</p> <p>Supply of all equipment associated with Unit # I Along with all common systems and Erection, Testing and Commissioning of Unit #I along with common systems: 14(Fourteen) months from LOI.</p> <p>Supply of all equipment associated with Unit # II Along with all common systems and Erection, Testing and Commissioning of Unit #II along with common systems: 15(Fifteen) months from LOI.</p>	<p>Section-II / ITB / Cl. 7: Time Schedule</p> <p>Section-III A / GCC / Cl. 10: Completion Period:</p> <p>Supply of all equipment associated with Unit # I Along with all common systems and Erection, Testing and Commissioning of Unit #I along with common systems: 17(Seventeen) months from LOI.</p> <p>Supply of all equipment associated with Unit # II Along with all common systems and Erection, Testing and Commissioning of Unit #II along with common systems: 18(Eighteen) months from LOI.</p>
3	<p>Clause No.29, Section-II, SIGNING OF CONTRACT / AGREEMENT:</p> <p>a. After issue of the Letter of Intent (LOI), the Detailed Order will follow on un-conditional acceptance of LOI by the bidder. After issue of Detailed Order and its un-conditional acceptance and acceptance of Contract Performance Guarantee, the Purchaser shall prepare the Contract Agreement on Non-Judicial Stamped Paper and the successful bidder will be informed for signing of the Contract Agreement on a notified date. Signing of the Contract Agreement will be done in the office of the Executive Director, Contracts & Procurement, NEEPCO Ltd, Shillong.</p>	<p>a. After issue of the Letter of Intent (LOI), the Detailed Supply Order (DSO) & Detailed Work Order (DWO) will follow on un-conditional acceptance of LOI by the bidder. After issue of DSO & DWO and their un-conditional acceptance and acceptance of Contract Performance Guarantee, the Purchaser shall prepare the Contract Agreement on Non-Judicial Stamped Paper and the successful bidder will be informed for signing of the Contract Agreements on a notified date. Signing of the Contract Agreement will be done in the office of the Executive Director, Contracts & Procurement, NEEPCO Ltd, Shillong.</p>
4	<p>Clause No.5, Section-III A, DETAILED WORK/SUPPLY ORDER:</p> <p>After issue of the Letter of Intent and on receipt of its unconditional acceptance by the successful bidder, the Purchaser shall issue the Detailed Order.</p> <p>The Detailed Order shall cover the scope for supply of all plant, equipment, materials and other components, including scope of transportation, storage, as defined in the bidding documents.</p>	<p>After issue of the Letter of Intent and on receipt of its unconditional acceptance by the successful bidder, the Purchaser shall issue the Detailed Supply Order and Detailed Work Order.</p> <p>Detailed Supply Order shall cover the scope for supply of all plant, equipment, materials and other components, as defined in the bid documents.</p> <p>Detailed Work Order shall cover the scope of work and service covering inland transportation</p>



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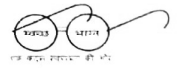
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		and delivery to site, insurance, unloading, storage, preservation, handling at site, erection, testing and commissioning including Performance Guarantee Test, as defined in the bid documents. This order shall also cover all activities other than those in the scope of the Detailed Supply Order.
5	<p>Clause No.6, Section-IIIA, CONTRACT AGREEMENT:</p> <p>After issue of the Detailed Order and on receipt of its unconditional acceptance, the Purchaser shall prepare the Agreement on stamped paper and the Contractor will be informed for signing of the Agreement on a notified date. Signing of the Contract Agreement will be done in the Office of the Executive Director (Contracts and Procurement), North Eastern Electric Power Corporation Limited, Shillong.</p>	<p>After issue of the Detailed Supply Order and Detailed Work Order and on receipt of their unconditional acceptance, the Purchaser shall prepare the Agreement on stamped paper and the Contractor will be informed for signing of the Agreement on a notified date. Signing of the Contract Agreement will be done in the Office of the Executive Director (Contracts and Procurement), North Eastern Electric Power Corporation Limited, Shillong.</p>
6	<p>Section-IIIB, Conditions of Contract: CROSS – FALL BREACH LIABILITY</p> <p>New Clause Proposed</p>	<p>As the supply-cum-erection Contract is of single source responsibility, to facilitate the execution, the Contract shall be divided into two i.e. one for supply and the other for work and service. Further, there shall be Cross-fall-breach liability covering both the Contracts. The Contractor agrees and confirms that all the terms and conditions applicable in Supply Contract shall also be applicable in Works Contract and vice versa and it is expressly understood and agreed to by the bidder that any breach in the Supply Contract shall automatically be deemed to be a breach in the Work Contract and vice versa. Any breach or occurrence giving the Corporation the right to terminate the Supply Contract and / or recover damages there under shall also give the Corporation the right, at its sole discretion, to terminate the Works Contract and / or to recover damages and / or to get the work done under the Works Contract from alternative sources at the risk, cost and responsibility of the Contractor, but without any right to the Contractor for any</p>



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		<p>compensation, whatsoever. Any such breach in the Supply Contract shall not relieve / discharge the Contractor in any manner, whatsoever, from any of the Contractor's obligations under the Works Contract, unless permitted in writing by the Corporation. It is also agreed by the Contractor that plant / machinery / equipment supplied under the Supply Contract, when erected and commissioned under the Works Contract, shall give satisfactory performance in accordance with the terms and conditions of the Supply Contract.</p>
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All other terms and conditions of the Bid Document shall remain unchanged.

Executive Director
Contract & Procurement
NEEPCO, Shillong.



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NIO

Memo No. QP/C&P/F/E/Khandong E/M/ /PKG/2104/ VOL-1/ 1304-1313 Dated: 18.11.2022

1. The Chairman and Managing Director, NEEPCO, Shillong, for favour of kind information please.
2. The Director (Finance), NEEPCO, Shillong, for favour of kind information please.
3. The Director (Technical), NEEPCO, Shillong, for favour of kind information please.
4. The ED(S&I), NEEPCO, Guwahati, for favour of kind information please.
5. The ED (D&E), NEEPCO, Guwahati, for favour of kind information please.
6. The CGM(Finance), i/c HOD, NEEPCO, Shillong for favour of information please.
7. The CGM(CPMG), NEEPCO, Guwahati for favour of information please.
8. The CGM(F), Concurrence, NEEPCO, Shillong for favour of information please.
9. The HOP, KHPS, NEEPCO, Dist- Umrangso, Assam for favour of information please.
10. The GM (IT), NEEPCO, Shillong for information please. She is requested to arrange for uploading the Corrigendum against NIB No.427 dated 30.09.2022 at NEEPCO Website.

Executive Director
Contract & Procurement
NEEPCO, Shillong.