



एनएचपीसी लिमिटेड

NHPC LIMITED

(भारत सरकार का उद्यम)  
(A Govt. of India Enterprise)

तीस्ता V पावर स्टेशन

Teesta V Power Station

सिंगतम, पूर्वी सिक्किम - 737134

Singtam, East Sikkim- 737134



IS/ISO 9001 IS/ISO 14001 IS 18001

आई एम एस प्रमाणित पावर स्टेशन

IMS certified Power Station

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Ref No. NH/TSV/Cont/EC-150/NIT-908/2024-25/ 33

Dated: 08-05-2024

### Corrigendum-II

Please refer to Tender invited vide NIT No.: NH/TSV/Cont/EC-150/NIT-908/2023-24/969  
Dated: 27/03/2024 (Tender ID: 2024\_NHPC\_802327\_1) for the work of "Upgradation of SCADA System at Teesta-V Power Station: Ensuring Efficiency and Security" in which following amendments are hereby made in referred NIT.

1	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	23.05.2024 (17:30 Hrs)
2	Last date of submission of Tender fee, EMD and other offline supporting documents.	27.05.2024 (16:30 Hrs)
3	Date & time of opening of Technical Bids	30.05.2024 (16:00 Hrs)

Further, some modifications have been done in technical bid documents at Section-II (ITB), Section-VI (SCC), Schedule-D of Section-IV (GCC), Form-V of Section-V, Section-VIII (Scope of work) & Section-XI (QAP). Details of Modification has been attached herewith as Annexure-I to Annexure-VII.

All other terms & conditions of Tender Documents shall remain unchanged.

**For & On behalf of NHPC Limited.**

Group Sr. Manager (Mech)  
Contract Division  
Teesta - V Power Station

A sub-clause 22.3 has been added in information to bidders (ITB i.e. Section-II of Tender documents) as under:

**22.3 e-Reverse Auction (e-RA) (if applicable)**

22.3.1 e-RA shall be followed after e-tender only if number of eligible bidders at price bid stage are at least 2 (two). Following Procedure shall be followed for e-RA:

- a. If the discovered price is upto 105% of the estimated cost, no e-RA will be conducted.
- b. If the discovered price is above the price mentioned in (a) above, then following procedure of e-RA shall be followed:

- In case the number of eligible Bidders is 3 or less than 3, then e-RA shall be conducted among all the bidders.
- In case the number of eligible Bidders are 4, then e-RA shall be conducted among the bidders except H1.
- In case the number of eligible Bidders are more than 4, then the bidders quoting higher rates shall be eliminated as per below formula, and e-RA shall be conducted among the remaining bidders:

Numbers of eliminated bidders =  $(n-3) \times 0.5$  where  $n$  = total bidders

(In case "Numbers of eliminated bidders" is a fraction, it shall be rounded off to lower whole number.)

22.3.2 In case of e-Reverse Auction, the procedure of e-RA shall be as hereunder:-

- i) Conditions of conducting e-RA after e-tendering (enclosed as Appendix-I)
- ii) Business Rule for e-RA (enclosed as Appendix-II)
- iii) Process Compliance form (enclosed as Appendix-III)
- iv) Price Confirmation form for e-RA (enclosed as Appendix-IV)

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### Conditions for conducting e-RA

- 1) e-RA shall be implemented at Application Service Provider's Portal intimated by NHPC.
- 2) e-RA shall be followed after e-tender as per provision of ITB.
- 3) The Start Bid Price for Reverse Auction shall be the L1 Bidder's total evaluated Bid Price (including taxes & duties etc.) as per ITB Clause 22. The bidder shall modify their Bid Price in the decremented slab in terms of 0.1% or its multiples.
- 4) e-RA will be done on total evaluated Bid Price and the unit rates of the winning bidder quoted in e-tender shall be reduced on pro-rata basis (excluding fixed rate items and abnormally low rated items) to match with the e-RA bid price.  
The rates/prices quoted by the bidder in Bill of quantities for certain items (considering online price bid submitted through e-tender) which are found to be having negative variation of 25% & more in relation to the estimate shall be identified as Abnormally Low Rate (ALR) items.
- 5) In cases where no bidder accepts to quote lower than the Base Price (Start Bid Price) , e-RA is to be treated as failed and in such cases, tender shall be evaluated based on already opened e-tender.
- 6) After e-Reverse Auction and evaluating the lowest bid, the award shall be processed as per bid conditions.
- 7) In case of failure of e-RA process for any reasons, e-tender results will be processed for award. Further, NHPC shall reserve the right to call the L1\* bidder for further process/negotiation/cancel the e-reverse auction process/ re-tender at any time.

**Note:** The estimated cost shall be converted to a common base for comparison considering TT Selling exchange rate established by State Bank of India as on date of submission of Price Bid

\*L1= Lowest Evaluated Bidder after e-tendering and/or e-Reverse Auction (as the case may be)



**Business Rules for e-Reverse Auction**

1. e-RA shall be implemented at Application Service Provider Portal intimated by NHPC. NHPC has made arrangements with a Service Provider, who will be NHPC's authorized Service Provider for e-Reverse Auction. Please go through the guidelines given below and submit your acceptance to the same.
2. Bidders who are found technically and commercially acceptable, after e-tender are eligible to participate in e-RA. The intimation of schedule date & time to conduct e-RA shall be sent to eligible bidders in advance. E-Reverse Auction (e-RA) shall be conducted by the service provider on scheduled date and time. Eligible bidders shall participate from their own offices/ place of their choice. Internet connectivity shall be ensured by the respective bidders themselves. Designated officials i.e., Tender Inviting Authority of NHPC shall have access to portal and shall witness e-RA process.

The Service Provider (for e-RA) shall arrange to demonstrate/ train (if not trained earlier) bidders' nominated person(s), without any cost. They will also explain all the Rules related to e-Reverse Auction/Business Rules Document to be adopted along with training manual. The Application Service Provider (ASP) shall arrange to demonstrate/ train (if not trained earlier) bidders' nominated person(s) through ONLINE training by ppts /Audio Visual file without any cost. These training materials are available on the portal all the time whenever bidders access the portal for such purposes. If bidders require any explanation in regard to the Rules related to e-Reverse Auction/ Business Rules Document to be adopted along with bid manual, the same shall be explained to the bidder through any means of communication i.e. telephonic/email.

For addressing any queries relating to the process of e-RA, the name and contact number of NHPC Authorized Service Provider for e-Reverse Auction shall be intimated in due course of time.

Any queries relating to the process of e-RA or in general, Tender Inviting Authority may be contacted.

3. Before start of e-RA process, NHPC will provide the template calculation sheet (Excel Sheet) which will help bidders to arrive at "modified Bid Price" for the total scope as per BOQ. Rank of the bidders would be displayed as per the "modified Bid Price" i.e., including Taxes and Duties as per the provisions of the Bidding Document.
4. The start bid price (SBP) for e-Reverse Auction shall be lowest bidder's total evaluated bid price after e-tender (including taxes & duties) arrived as per relevant ITB Clause defined in Appendix-I of ITB.
5. Procedure of e-Reverse Auctioning:

**Dynamic Template Bidding (Rank Disclosed)**

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- i) In 'Dynamic Template Bidding (Rank Disclosed)', bidders shall enter the Lump sum price in line with Clause 4 above for the total scope for subject Package. The value of decrement must be in decremented slab of minimum 0.1% and its multiple in terms of lowest bidder's total evaluated bid price after e-tender (SBP).
  - ii) In the "Dynamic Bidding" tie bid is not allowed on lowest price at e-RA Portal, i.e. if any higher price ranked vendor places bid equal to lowest price in e- reverse auction, their bid will be rejected. The bidder is required to click on "Rejected" to know the reason of bid rejection. In that case, the bidder will have to instantly reduce their price within **10 minutes** to submit lower quoted price otherwise the price will be considered as higher bid or rejected bid (system does not support tie bids in this type of auction).
  - iii) The modified bid prices received under e-RA shall be evaluated on the basis of evaluation method specified in the bidding document and the final evaluated prices thus obtained shall be used for comparison of bids.
6. Within one (1) hour after conclusion of e-RA, Successful bidder shall furnish confirmation of final price quoted in Reverse Auction in line with price schedule (already available with them), to NHPC, duly signed and stamped (without any new condition other than those already agreed before start of Reverse Auction) (Appendix-IV). In case, there is any variation between the final price quoted in Reverse Auction and the signed document received after Auction, the first i.e. Closing Price in Auction will be taken final offered price by the bidder. However, the detailed break-up of final prices as per price formats with pro rata reduction in unit rates (excluding fixed rate items and abnormally low rated items) without increase in unit rates of any items, shall be submitted by the successful bidder matching with the final price quoted during e-RA within 3 days from the date of conclusion of e-RA.
7. Auction shall be for a period of **60 minutes**. The bidding continues with an auto extension of **15 min** time if any Bidder quotes a further lower price within final 15 minutes of specified closing time of auction.

In final countdown and auto extension time, the lowest price at e-RA Portal would be visible to all the vendors who have placed valid bids. However, real identity of the bidder would not be disclosed during entire e-reverse auction process. The bidding could continue even after the final run till the time there are no changes in prices within aforesaid final **15 minutes**.
8. During Auction, if no bid is received within the specified time, NHPC, at its discretion, may decide to close the reverse auction process and proceed with results of e-tendering.
9. Each Bidder shall be assigned **Unique User Name & Password** by the service provider (for eRA). Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from the service provider (for e-RA) to ensure confidentiality. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
10. Bidders shall be able to view the following on their screens along with the necessary fields

*20/11/20*

**Process Compliance Form for e-Reverse Auction**

*(Bidders are required to submit this on Their Company's Letter Head and sign & stamp)*

To,

**The Dy. General Manager (Elect.),  
Contract Division, NHPC Ltd.,  
Teesta-V Power Station,  
Balutar, Distt.- East Sikkim**

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the e-Reverse Auction mentioned in the Business Rules for **"Upgradation of SCADA System at Teesta-V Power Station: Ensuring Efficiency and Security"** with Tender Specification No.:NIT No.- NH/TSV/Cont/EC-150/NIT-908/2023-24/969 Dated : 27/03/2024 and Tender ID. 2024\_NHPC\_ 802327\_1.

This letter is to confirm that:

1. The undersigned is authorized representative\* of the Company.
2. We have studied the e-Reverse Auction Terms & Conditions and the Business Rules governing the e-Reverse Auction as mentioned in your letter and confirm our agreement to them.
3. We also confirm that we shall take the training on the auction tool and shall understand the functionality of the same thoroughly, before start of e-RA.
4. We also confirm that we will submit price confirmation within an hour of conclusion of e- Reverse Auction through the Company email ID. However, break up of our final offered price in e-Reverse Auction as per NHPC's Price format and as per Conditions of e-RA shall be submitted within three working days. We also confirm that we will not increase unit rate of any item submitted in our bids.

We hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Signature with company seal

Name –

Bidder /Company / Organization – Designation  
within Company / Organization – Address of  
Company / Organization –

*\*Person having power of attorney for the subject package*

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during the auction.

- a) Rank of the respective bidder<sup>@</sup>
- b) Bid Placed by the respective bidder.

**<sup>@</sup> Price of Lowest bidders at e-RA Portal will be displayed in the last 15 minutes and in auto extension time**

- 11. Consequent upon completion of e-Reverse Auction, NHPC's decision on award of contract shall be final and binding on all the bidders.
- 12. NHPC shall be at liberty to call the\*L1 bidder for further process/ negotiation/ cancel the e-Reverse auction process/ re-tender at any time, without assigning any reason thereof.
- 13. NHPC/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- 14. NHPC along with Service Provider can decide to reschedule or cancel any Auction; the bidders shall be informed accordingly.
- 15. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders. The bidder shall also not divulge either his bid or any other exclusive details of NHPC to any other party. If it has come to notice of NHPC/Service Provider that bidders have colluded while submitting price in e-RA, the same be dealt as per provision of Integrity Pact.
- 16. Other terms and conditions shall be as per the bidding documents.

\*L1= Lowest Evaluated Bidder after e-tendering and/or e-Reverse Auction (as the case may be)

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**Format for submitting Price Confirmation for e-Reverse Auction**

*(To be submitted on Company Letter Head duly signed and stamped within 1 Hrs.)*

REF No. ....

Date:.....

To,

***The Dy. General Manager (Elect.),  
Contract Division, NHPC Ltd.,  
Teesta-V Power Station,  
Balutar, Distt.- East Sikkim***

Contact Person: .....

E-mail: .....

Re: Price Confirmation for the e-Reverse Auction of.....

Auction Notice Dated: .....

For Procurement of : **“Upgradation of SCADA System at Teesta-V Power Station: Ensuring Efficiency and Security”** .

For M/s NHPC LIMITED: Tender Specification No.:\_NIT No.- NH/TSV/Cont/EC-150/NIT-908/2023-24/969 Dated : 27/03/2024 and Tender ID. 2024\_NHPC\_802327\_1

Reference above, we hereby confirm that we have given our final offer in the e-Reverse Auction System as per the template, which is attached herewith duly signed and stamped from our end.

Signature:

Name:

Designation:

**Seal of the Bidder / Company:**



**Annexure-II**

Clause No. 28 of information to bidders (ITB i.e. Section-II of Tender documents) has been modified to as under:

28. **Advances**

The Employer will provide Mobilization Advance and Advance for procurement of new equipment as provided in ~~General Conditions of Contract~~ Special Conditions of Contract (Clause No. 31).

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SCC (Section-VI of Tender Documents) is modified to as under:

SPECIAL CONDITIONS OF CONTRACT

The following special conditions shall be read in conjunction with the corresponding relevant provisions made in the General Conditions of Contract and in case of any discrepancy or variation or contradiction between them, the provisions made under these Special Conditions of Contract, shall prevail.

**1.0 PRICES:**

Prices (INR) quoted are Firm and Final on FOR Site basis including provision of labour, tools, plants, materials and performance of work necessary for the Engineering, design, manufacture, quality assurance, quality control, shop assembly, shop testing, delivery at site, site storage and preservation, installation, commissioning, performance and acceptance testing, training of Employer's personnel, handing over to NHPC, availability of expert at site for one year and guarantee for two years of control and monitoring system as per the technical specifications mentioned, complete with all auxiliaries, accessories, spare parts and warranting a trouble free safe operation of the installation and considering the scope of work as a comprehensive functional system complete in every respect inclusive all taxes and duties.

**2.0 COORDINATION:**

In the event of contractor is offering equipment manufactured by different manufacturers, it will be his responsibility to fully coordinate the activities of each manufacturer in such a way that the complete equipment contracted for, is manufactured, supplied and generated for successful operation as per the requirement of the specification. This shall specifically apply to among other things, the agreed time schedule, quality control, testing process, dispatch, installation and commissioning etc.

**3.0 SPARES:**

**3.1 Defect Liability of Spares:**

The Contractor shall warrant that all spares supplied will be new and in accordance with the Contract Documents and will be free from defects in design, material and workmanship and shall further guarantee as under:

**3.1.1 For 5 years operational spares (Specified)**

- (a) For any item of spares ordered or to be ordered by the Employer for 5 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/ component, the

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defects liability period will be 24 months from the scheduled date of commercial operation of main equipment/ plant under the contract. Commercial Operation shall mean the conditions of operation in which the complete equipment covered under the contract is officially declared by the Employer to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the Employer, however, shall not relieve or prejudice the Contractor any of his obligations under the Contract. In case of any failure in the original component/ equipment's due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to the Employer unless a joint examination and analysis by the Employer and the Contractor of such spare parts prove that the defect found in original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same defect liability as applicable to the replacement made for the defective original part/ component provided that such replacement for the original equipment and the spare replaced are again manufactured together. The discarded spare parts will become the property of the Contractor as soon as they have been replaced by the Contractor.

- (b) For the item of spares ordered or to be ordered by the Employer for 5 years operational requirement of the plant, which with the written approval of the Employer, are not manufactured as a continuous operation together with the manufacture of the corresponding main equipment/ component, will be warranted for trouble free operation if used within a period of 24 months (reckoned from the date of delivery at Site). However, if such spare parts are put to use after 24 months of the delivery at site then the guarantee of such spares will stand valid till the expiry of 36 months from the scheduled date of the completion of commissioning of equipment/plant of trouble free operation after such spares are put in service.

3.1.2 The defect liability of spares that are not used within 24 months from the respective dates of the delivery at Site covered in para (b) above will, however, be subject to condition that all such spares being stored/ maintained/ preserved in accordance with Contractor's standard recommended practice, if any, and the same has been furnished to the Employer.

3.2 The Contractor shall guarantee the long term availability of spares to the Employer for the full life of the equipment covered under the Contract. The Contractor shall guarantee that before going out of production of spare parts of the equipment covered under the Contract, he shall give the Employer at least 2 years advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to Sub-Contractors. Further, in case of discontinuance of manufacture of any spares by the Contractor and/ or his Sub-Contractors, the Contractor will provide the Employer, six months in advance, with full non-proprietary manufacturing drawings, material specifications and technical information including

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information on alternative equivalent makes required by the Employer for the purpose of manufacture/ procurement of such items.

- 3.3 The prices of all future requirements of item of spares beyond 3 years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by Employer as a part of Specified spares. Ex-works order price of future spares shall be computed in accordance with the standard price adjustment provisions .
- 3.4 The Contractor will indicate in advance the delivery period of the items of spares, which the Employer may procure in accordance with above Sub clause. In case of emergency requirement of spares, the Contractor would make vary effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.
- 3.5 In case the Contractor fails to supply the specified spares in the terms stipulated, above for reasons attributable to the Contractor, the Employer shall be entitled to purchase the same from the alternate sources at the risk and the cost of the Contractor and recover from the Contractor, the excess amount paid by the Employer over the rates worked on the above basis. In the event of such risk purchase by the Employer, the purchases will be as per the Works and Procurement Policy of the Employer prevalent at the time of such purchases and the Employer at his option may include a representative from the Contractor in finalising the purchases.

#### **4.0 GUARANTEES/ WARRANTY**

- 51.1 The Contractor shall guarantee among other things the following:
1. Quality and strength of material used.
  2. Adequate factors of safety for all parts of equipment to withstand the mechanical and/ or electrical stresses developed therein. These shall be stated in the tender.
  3. Suitability of design and workmanship of the equipment for the conditions envisaged in these specifications.
  4. The efficiency and other performance data furnished for the equipment as applicable in accordance with relevant standards and provision of these specifications.
  5. It must be clearly understood that the Contractor shall be responsible for free of cost replacement at site, any parts of the equipment, that may prove faulty or fail by reasons of any of the causes as stated above, within Twenty four months after equipment has been put into operation.

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- 51.2 If it becomes necessary for the Contractor to replace or renew any defective parts of the Plant under this clause, the provisions of the first para, of this clause shall apply to the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of eighteen months, whichever may be later.
- 51.3 If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the Work at the Contractor's risk and expenses, but without prejudice to other rights, which the Purchaser may have against the Contractor in respect of such defects.
- 51.4 At the end of the warranty period, the Contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of such guarantee given to the Contractor by the original manufacturer of such goods.

After Sub-clause 51.4 of GCC, add new Sub-clauses as below:-.

- 51.5 The Supplier shall furnish copies of all the test certificates of material used for manufacture and also the test certificates of the tests conducted on the equipment after manufacture and assembly at their works/ works of sub-vendor.

**6.0 ELECTRICITY RULES:**

All works shall conform to the rules in force under the Indian Electricity Act and any other applicable legislation.

**7.0 LATENT DEFECTS AND OMISSIONS:**

Any apparatus or part thereof that shall develop defects not disclosed prior to the acceptance by the purchaser within a year after the equipment is placed in service, shall be promptly replaced by the supplier free of charge only if the Employer can prove that the defect was caused by the Contractor.

**8.0 DEMURRAGE WHARFAGE ETC.:**

In case of NHPC incurs any demurrage/ wharf age due to delay in receipt of LR/GR (through bank or direct as the case may be) or any other reason attributable to the contractor, the same shall be to the contractor's account and shall be recoverable from him.

**9.0 TROPICAL TREATMENT:**

Under the climatic condition prevailing at the site, the equipment furnished under these specifications shall be subjected to operation under ambient temperature as high as 46 degree C and very high relative humidity. All equipment shall therefore, be suitably designed and treated for normal life and satisfactory operation under hot and humid climatic conditions prevalent at the site and shall be dust and vermin proof.

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**10.0 ENGINEER-IN-CHARGE:** Shall be intimated separately.

**11.0 TRANSIT AND ERECTION INSURANCE:**

- a. All the supplies shall be insured by the Supplier/ Contractor, from manufacturer's unit to Power House, Teesta-V Power Station during transit, handling, storage and erection of the equipment by the Contractor himself. The claim for any damage/ shortage etc. will be lodged and settled by the Supplier/ Contractor.

In the event of the materials, supplied by the contractor against the specification, being lost, damaged or destroyed in transit or during handling/ erection the contractor shall be liable to replace the lost/ damaged materials immediately but not later than three months of consignee report.

- b. Any shortages/ damage during transit shall be reported to the contractor within 10 days of receipt of consignment at destination (Site). This will be reported by the consignee to the contractor by returning a copy of the receipted challan indicating the shortages/ damages and no other document shall be furnished.
- c. Site Engineer of the Contractor will also check physically each and every items of supplies before the shortage/ breakage/ damage is reported so as to avoid any problem during erection.
- d. Supplies of replacements for transit and other losses by the supplier shall be deemed to be covered in the scope of the contract. In case, supplier fails to supply the same, action in terms of clause covered in general conditions of contract shall be taken by the purchaser for the procurement of the same at the risk and cost of Contractor including recovery of loss to NHPC due to non-supply of such items.

**12.0 CONTRACT DELIVERY/ WORK SCHEDULE:**

The approval of Technical Document, supply of Control and Monitoring System, other components including Specified Spare parts and Dismantling & Erection works as defined in the scope of work shall be done as per table below:

S.N.	Description	Qty.	Delivery schedule
1	Approval of Technical documents & drawings	Lot	Work should be completed within 10 days after award of Contract.

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2	Supply of <b>Control and Monitoring System</b> (including Specified Spare Parts and all accessories)	Lot	Within 12 (Twelve) months after approval of Technical documents & drawings at sl.no. (1) above.
3	Dismantling of all old systems and Erection, Testing and Commissioning of new <b>Control and Monitoring System</b> including all other components.	Lot	

Supplier/ contractor has to plan to complete the job strictly during this period as Teesta-V PS is under major shutdown due to devastating flood on 04.10.2023 and any delay and corresponding outage will result in Generation loss which is undesirable given the present condition of plant..

**13.0 LIQUIDATED DAMAGES (LD): Clause no. 18.1 of GCC is deleted and is replaced with the following:**

Supply, Erection and Commissioning of the Equipment for all the units shall be completed by the Contractor during the prescribed period, as per schedule decided by the Engineer-In-Charge. In case of any delay in completion of works beyond that period, the contractor shall pay liquidated damages @ 0.05% of Contract price per day of delay subject to maximum 10% of Contract price.

**14.0 TERMS OF PAYMENT: Clause no 41.1 of GCC is deleted and is replaced as below:-**

41.1 Subject to any deduction which the Purchaser may be authorised to make under the Contract and/ or any additions or deductions provided for under clause 13.1 to 13.5 of these General Conditions, the Contractor shall be entitled to payment as follows:

**41.1.1 FOR SUPPLY OF PLANT/ EQUIPMENT ETC:**

**A) FOR SUPPLIES**

- l) 80% payment of the contract price of the material supplied along with 100% taxes and duties subject to documentary evidence against presentation of the following document:
- Invoice in triplicate (One Original + Two copy)
  - RR/LR/GR
  - Detailed packing list/ challan duly acknowledged by the consignee.
  - Guarantee/ Warrantee certificate.
  - Inspection report and/ or dispatch clearance of authorized Inspector (MDCC).

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- Insurance Declaration/ document.
  - Test/ Calibration Certificates.
  - E-way bill to be arranged by supplier
- II) Balance 20% of contract price of the material supplied shall be paid upon successful Erection, Testing & Commissioning and taking over of Control and Monitoring (SCADA) System.

**B) ERECTION AND COMMISSIONING:**

- I) 100% payment for transportation and insurance charges shall be released after receipt of material at site and on production of documentary evidence subject to maximum of price mentioned against this item in the price schedule.
- II) 100% payment for installation and commissioning charges shall be paid after successful completion of the total job.

After Sub-clause 41.3 of GCC, add new Sub-clauses as below:

**41.4 In case of MSE**

All the payments for the supplies and / or services [**as applicable**] rendered by MSEs (Micro & Small Enterprises) Supplier / Contractor under the Contract shall be released within forty five days from the day of acceptance.

**Day of Acceptance means** – day of the actual delivery of goods or the rendering of services; or where any objection is made in writing by the buyer regarding acceptance of goods or services within fifteen days from the date of the delivery of goods or the rendering of services, the day on which such objection is removed by the supplier.

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus compound interest with monthly rates from the date immediately following the date agreed upon @ three times of bank rates as notified by Reserve bank of India from time to time.

**41.5 In case of non-MSE**

All the payments for the supplies and / or services [**as applicable**] rendered by non-MSEs (non-Micro & Small Enterprises) Supplier / Contractor under the Contract shall be released within forty five days from the receipt of invoice/bills from the contractor/supplier complete in all respect.

In case, payment are not released as mentioned above, NHPC shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 8%(eight percent) per annum.

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## **15.0 TAXES & DUTIES:**

- 15.1 The Works shall be executed/ installed in the state of Sikkim (India), local taxes viz Work Contract Tax & BOCW may be applicable. Further the contractor has to acquaint themselves with prevailing rates of all taxes applicable in Sikkim.
- 15.2 All applicable taxes, duties & levies including Excise Duty, Service Tax, WCT, Octroi, Toll Tax etc. GST as applicable ~~twenty Eight (28) days prior to deadline for submission of bids,~~ shall be included in Price Bid and reimbursed accordingly against production of documentary evidence. However, the reimbursement shall be restricted upto the amount quoted in Schedule of Quantities and Prices.
- 15.3 The Contractor has to get themselves registered with Sikkim Sales Tax Authorities and get the item of the contract entered in their RC (Registration Certificate) if required.
- ~~15.4 The Contractor will dispatch the material / consignment to their registered office / godown in Jammu and bill has to be raised from their factory to registered office / godown.~~
- 15.5 The Contractor's registered office / godown will get the material verified and will raise the bill to Teesta-V Power Station for making payment on receipt of material at site store of contractor as per terms of contract.
- 15.6 Statutory variations in Taxes and Duties or levy of any new Tax after the date 28 (Twenty Eight) days prior to submission of bid will be adjusted/ reimbursed against production of documentary evidence.
- 15.7 Tax deducted at source, shall be applicable as per rules.

## **16.0 CONSIGNEE:**

GSM (Stores), Teesta-V Power Station./ Contractor's registered office /godown

## **17.0 PAYING AUTHORITY:**

DGM (Fin.), Teesta-V Power Station.

## **18.0 SETTLEMENT OF DISPUTES: Sub-clause no. 53.1 to 53.4 of GCC is deleted and is replaced with the following:-**

- 18.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 18.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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Any dispute or difference whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this Contract or the validity or the breach thereof, shall be settled by arbitration in accordance with Construction Industry Arbitration Council, New Delhi (CIAC). Such dispute & difference shall be settled in accordance with The Arbitration and conciliation Act 1996 and its amendments, if any.

The cost and expenses of Arbitration proceedings will be borne by each party as per terms of the named Institution in the NIT. The seat for arbitration shall be New Delhi. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

Performance under the Contract shall continue during the arbitration proceedings and payments due to the Supplier by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

The Arbitral Tribunal shall give a written reasoned Award and the final award by a majority of Arbitrators rendered in writing shall be binding upon the parties.

**In case of Contract with another Public Sector Undertaking/ Govt. Department/ Organization (Central or State), following Arbitration clause shall be applicable:-**

Any dispute in respect of which the Engineer In Charge's decision (if any) has not become final and binding shall be finally settled in terms of Office Memorandum No. 4 (1)/2011-DPE (PMA)-GL dated 12.06.2013 of the DPE or as amended from time to time. Unless otherwise agreed by both Parties.

In the event of any dispute or difference whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the provisions of the Contract or the validity of the breach thereof, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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## **19.0 LIMITATION OF LIABILITY:**

19.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, 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 Supplier to pay liquidated damages to the Purchaser, and
- (b) the aggregate liability of the Supplier to the Purchaser, 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 Goods, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

## **20.0 PROJECT IMPLEMENTATION:**

**The Contractor shall submit a bar chart for execution of the work along with the offer. The schedule of the shut-down required on each generating unit should be indicated in this bar chart.**

The proposed project implementation is a major replacement job, for this purpose, it is expected major shutdown of the generating units is required. However the successful bidder should make all necessary preparations such as:

- Pre-visit of the power station well in advance and prepare the schedule of implementation in consultation with site engineers.
- Study existing scheme, cable layout and prepare interfacing wiring schedule as required.
- Re-Design and Engineer the cubicles accordingly, Mounting & internal wiring of all auxiliary relays, Protection relays, energy meters, panel meters, switches/push buttons etc, and terminated upto the terminal blocks and kept ready for cable connections.

Permission to work in case of each generating unit will be communicated by the employer to the Contractor in advance.

## **21.0 FUNCTIONAL GUARANTEES:**

Functional Guarantees shall be governed according to the relevant clauses of the Technical Specifications & relevant IEC guide lines.

## **22.0 TEST SERVICE PERIOD:**

As soon as the Facilities or part thereof has passed the Commissioning Tests, the Engineer-in-Charge shall issue a Completion Certificate to the Contractor. The

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Completion Certificate shall indicate any outstanding works and/or minor unattended defects of the Facilities, which shall be rectified by the Contractor.

The Test Service Period shall commence immediately after the Completion Certificate has been issued. Tests shall be carried out in accordance with the specifications and as requested by the Employer under the sole responsibility of the Contractor.

The duration of the Test Service Period shall be 45 days.

After successful completion of the Test Service Period, the Engineer-In-Charge shall issue a Taking-Over Certificate to the Contractor.

The Employer and/ or Engineer-In-Charge reserve the right to delay the issuance of Taking-Over Certificate until such time he is satisfied that defects enlisted in the Test Certificate and other defects, if any, during the Test Service Period are rectified.

**23.0 CONTRACT DRAWINGS: Clause no.5.1, 5.2,5.3,5.4,5.5,5.6,5.7,5.8 & 5.9 of GCC is deleted and is replaced with the following:**

5.1 All the technical documents and drawings required to be furnished under this contract shall be prepared in internationally accepted software of latest version used for preparation of documents and drawings.

The Contractor shall submit six (6) copies (or as required) of drawings along with copy in electronic form media for approval/ review. At the time of completion of contract, the Contractor shall submit ten copies along with two reproducible and five copies in electronic form in DVD media flash drive, of approved and as built drawings together with operation and maintenance manual. Electronic form of O&M manual shall be interactive and user friendly preferable in e-manual form for easy retrieval of relevant information for assembly, disassembly and BOQ etc.

All the drawings and documents shall be submitted in presentable folders properly bound and catalogued for easy retrieval/ reference. Drawings shall be submitted in A0/ A2/A3 and all documentation in A4 size. All drawings shall be digitally printed/ plotted. Ammonia print/ blur print shall not be accepted.

5.2 The approval of drawings by the Engineer-in-Charge shall be the responsibility of both the contractor and the employer and this process shall be completed within one month from the date of issue of LOA which shall be the part of completion period. In the event of his disapproving the drawings, the Contractor shall submit fresh/ amended drawings as per requirement of the Purchaser for this approval.

5.3 No extension in contractual delivery time shall be allowed on account of the time consumed in submission and examination of the defective drawings and resubmission of the corrected drawings.

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- 5.4 These drawings when so signed shall become the property of the Purchaser and be deposited with the Engineer-in-Charge and shall not be deviated from in any way whatsoever, except with the written permission of the Engineer-in-Charge as hereinafter provided. During the execution of the works, one set of drawings shall be available for reference on the site also.
- 5.5 The Contractor, if required by the Engineer-in-Charge, shall supply additional copies of any drawings, which may reasonably be required for the purpose of the Contract.
- 5.6 The Engineer-in-Charge or his duly authorized representative whose name shall have previously been communicated in writing to the Contractor shall have the right at all reasonable times to inspect the goods under manufacture at the factory/ works of the Contractor during the currency of the Contract.
- 5.7 Any bid, drawings, technical data or correspondence which form the basis of an order or a Contract as aforesaid, or which may be furnished by the Contractor for the Purchaser's approval, or information as provided under the said order or Contract, shall be in English and if it is in any other language, a complete translation in English shall be duly furnished.

**24.0 RESPONSIBILITY OF THE CONTRACTOR:**

After Sub-clause 30.3 of GCC, add new Sub-clauses as below:-

- 30.4 Engineers/technicians/unskilled labour etc. required for the execution of job shall be arranged/deputed by the contractor. Their accommodation and local transportation at site shall be the sole responsibility of the contractor.
- 30.5 The contractor shall arrange all consumables, tools, test equipment etc required for the successful completion of the work.
- 30.6 The firm shall also be responsible for the safety of the equipment installed in the Power House and will execute the work in such a way that no damage occur to any plants and equipment.
- 25.0 Scope of work & Technical Specifications: As per Section-VIII of Tender Documents.
- 26.0 Court of Competent Jurisdiction (Clause no. 54.1 of GCC is deleted and is replaced with the following): Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the High Court of Sikkim at Gangtok.
- 27.0 In the case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, Technical Specifications, General Conditions of Contract, the Tender Drawings and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:
- a) Agreement;
  - b) Letter of Acceptance ;
  - c) Special Conditions of Contract;
  - d) General Conditions of Contract;
  - e) Bill of Quantities;
  - f) Technical Specifications;

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- g) Contractor's Bid;
- h) Tender Drawings;
- i) Safety Manual.
- j) Any other document forming part of the Contract

28.0 Clause No. 10.3 of ITB (Section-II) is replaced with:

10.3 "All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, as applicable 28 days prior to deadline for submission of Bid, shall be included in the rates, prices, and total Bid price submitted by the Bidder. All applicable taxes / duties including GST as applicable and assessed 28 days prior to bid submission date on the Employer shall also be included in the prices / rates, which shall be deposited by the contractor and the same will be reimbursed by the Employer on submission of documentary evidence. Employer will not entertain any claim whatsoever on this account."

29.0 Clause No. 39.2 of GCC (Section-IV) is deleted.

30.0 New clause Added.

- I. The rates already provided in the Schedule of Quantities and Prices, shall apply in respect of the same item(s) of work to be executed due to Variation in BOQ quantities, subject to the condition that the Variation so ordered do not exceed (+) 25% (plus twenty-five percent) in respect of quantities of individual items appearing in the Bill of Quantities. However, the quoted rates shall hold good for all minus Variations.
- II. In case of items for which rates are not available in Bill of Quantities, the rates of such items as far as practicable, shall be derived from the quoted rates of analogous item(s) in the Bill of Quantities.
- III. In the cases, where analogous items are not available in the Bill of Quantities and, such items shall be termed as extra items and the rates for such items and also for quantities of individual items appearing in the Bill of Quantities exceeding the prescribed limits as mentioned in clause (i) above, the Contractor, within 15 days (or as agreed by the Engineer) of receipt of order to execute such items shall submit rate analysis to the Engineer-in-Charge supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the rates for such items exist in the Contract, having regard to the cost of materials (including transportation and taxes, levies if paid), actual wages for labour and ownership & operational cost of Construction Equipment as per standard norms or if standard norms are not specified/available then on the basis of labour/materials/Equipment actually engaged for the particular work. The engineer-in-charge shall within 16 weeks of receipt of the such claim supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates based on the norms as mentioned in this clause. The standard norms for Equipment and labour specified herein shall mean those specified in "Guidelines for preparation of Project Estimates for River Valley Projects (Latest Version) of Central Water Commission, Govt. of India and if not available therein, then of State's Public Works Department. Standard norms for machinery use shall mean those of Bureau of Indian Standards (IS 11590:1995- Latest Version) and if not available therein, then those specified in "Guidelines for preparation of Project Estimates for River Valley Projects (Latest Version) of Central Water Commission, Govt. of India. Over and above the cost of labour, material arranged by the Contractor and ownership & operational cost of Equipment, an element of ----- (Such percentage as specified in Schedule D) shall be allowed to cover the Contractor's overheads, profits, and supervision charges. However, for materials issued by the Employer to the Contractor and/or Construction Equipment supplied on rental charge(s) by Employer to the Contractor for execution of Works, the Contractor shall be entitled to ----- (Such percentage as specified in Schedule D) of such costs to cover transportation, overheads, supervision,

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profit etc. The new rate shall be applicable only for the executed quantity exceeding 1.25 times the BOQ Quantities. The Engineer-in-Charge shall examine the rate analysis submitted by the Contractor and fix the rates accordingly whose decision shall be conclusive, final and binding on the Contractor.”

**31.0 ADVANCES AND RECOVERY THEREOF (New Clause Added):**

**31.1** Financial assistance in the shape of recoverable advance on written request from the Contractor, may be provided to the Contractor for augmenting/supplementing his resources in the manner indicated hereunder.

**31.1.1 Advances for Initial Mobilisation, Preliminary, Enabling and Ancillary Works**

Interest bearing Advance upto a maximum of ..... (as mentioned in Schedule D) of the Contract Price may be given to the Contractor for his preliminary mobilisation, subject to the following conditions:

- (i) The advance shall bear simple interest @ \_\_\_\_\_percent per annum (as mentioned in Schedule 'D'). The monthly interest shall be calculated on outstanding balance of advance on the last day of the previous calendar month. However, for calculation of interest for the month, in which such advance has been released, the period from the day of release of advance up to the last day of the calendar month (both days inclusive) shall be considered. Similarly for calculation of interest for the month, in which such advance is fully repaid, the period from 1<sup>st</sup> day of the calendar month upto the day of repayment of final installment of advance shall be considered.
- (ii) Initially a lump sum advance upto \_\_\_\_\_percent (refer Schedule D) of the Contract Price, shall be paid within one month of the signing of the agreement and on Contractor's furnishing the requisite Bank Guarantee on the approved form incorporated in the contract from a Nationalised Bank or a Scheduled Bank in India.
- (iii) The balance advance shall be released upon mobilization of resources at site on production of utilization certificate by the Contractor and on the satisfaction of the Engineer-in-charge and on furnishing the requisite Bank Guarantee from an Nationalised or Scheduled Bank.
- (iv) The Bank Guarantee so furnished shall be for amount equal to 1.1 times (110%) of the advance and shall be valid till the said advance alongwith interest there upon has been fully recovered, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payments. Should there arise any occasion under the Contract due to which the period of validities of such



Bank Guarantees, are required to be extended or the same be renewed, the Contractor at his own cost shall get the validity period of such guarantees extended or the same be renewed, as the case may be, and furnish the same to the Engineer-in-Charge before the due expiry date of the aforesaid guarantees failing which the Engineer-in-Charge shall be at liberty, to invoke the existing Bank Guarantee or to withhold the payments of the Interim bills till such time the amount of outstanding advance including interest thereupon is fully recovered.

- (v) The recovery of advance shall start after the Contractor has received a gross payment equivalent to 10% of Contract Price and shall be effected on pro-rata basis to the gross value of work billed in such a way that the full advance with interest thereupon is recovered by the time 90% of the Contract Price is paid.

The interest shall be calculated on the outstanding amount of principal at the close of each month. The recovery of interest shall be started when the Contractor has received a gross payment equivalent to 5% of the Contract Price and interest as accrued/accruing till the time 10% of Contract Price is paid shall be recovered in suitable instalments in such a way that the above said accrued interest is fully recovered by the time the Contractor receives a gross payment equivalent to 10% of the Contract Price and thereafter the interest as may be due on 1<sup>st</sup> of each month will be recovered from the Running Account bills of the Contractor to be paid during that month. Recoveries will first be credited to interest due and residual applied to the principal.

### **31.1.2. ADVANCE FOR CONSTRUCTION EQUIPMENT:**

Interest bearing advance upto a maximum of .....percent (refer Schedule 'D') of the Contract Price will be paid to the contractor against Bank Guarantee for procurement of new Construction Equipment subject to the following conditions:

- i) The advance shall bear simple interest @ ..... percent per annum (as mentioned in Schedule 'D') The monthly interest shall be calculated on outstanding balance of advance on the last day of the previous calendar month. However, for calculation of interest for the month, in which such advance has been released, the period from the day of release of advance up to the last day of the calendar month (both days inclusive) shall be considered. Similarly for calculation of interest for the month, in which such advance is fully repaid, the period from 1<sup>st</sup> day of the calendar month upto the day of repayment of final installment of advance shall be considered.

The Bank Guarantee so furnished shall be for amount equal to 1.1 times of the advance and shall be valid till the said advance along with interest there upon has been fully recovered, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payments. Should there arise

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any occasion under the Contract due to which the period of validities of such Bank Guarantees, are required to be extended or the same be renewed, the Contractor at his own cost shall get the validity period of such guarantees extended or the same be renewed, as the case may be, and furnish the same to the Engineer-in-Charge before the due expiry date of the aforesaid guarantees failing which the Engineer-in-Charge shall be at liberty, to invoke the existing Bank Guarantee or to withhold the payments of the Interim Payment till such time the amount of outstanding advance including interest thereupon is fully recovered.

- ii) The Construction Equipment, as are required for the actual execution of the works Construction Equipment must reach the Site before release of advance payment.

Further provided that Advance for Construction Equipment shall be released only after signing of agreement and submission of Performance Security as per Clause 3.2.

- iii) The Construction Equipment for which the advance is to be granted shall be of unencumbered ownership of the Contractor. The Contractor shall also get such Construction Equipment insured under CPM Policy in the joint name of the Contractor and the Employer for full value against all risks at his cost. The insurance policy shall be valid till such time the advance is recovered/repaid in full.

The Insurance Policy shall be deposited by the Contractor with the Engineer-in-Charge before the advance is released.

- iv) Subject to the maximum limit fixed for such advances as above and conditions thereto, the advance shall be granted to the extent of 90% of the cost of new Construction Equipment purchased by him duly supported by due proof of payment, purchase vouchers and other connected documents. The advance can be taken by the contractor any time during the contracts subject to condition that full advance is recovered by the time 90% of Contract price is period.
- v) In case the Contractor desires to shift any such Equipment from the Site of Work, he shall do so with the written permission of the Engineer-in-Charge and after repaying the outstanding advance of that particular Equipment.
- vi) The recovery of principal shall start after the Contractor has received a gross payment equivalent to 10% of Contract Price and shall be effected on pro-rata basis to the gross value of work billed in such a way that the full advance is recovered by the time 90% of the Contract Price is paid.

The interest shall be calculated on the outstanding amount of principal at the close of each month. The recovery of interest shall be started when the Contractor has received a gross payment equivalent to 5% of the Contract Price and the interest as

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accrued/accruing till the time 10% of the Contract Price is paid shall be recovered in suitable installments in such a way that the above said accrued interest is fully recovered by the time the Contractor receives a gross payment equivalent to 10% of Contract Price and thereafter the interest as may be due on 1st of each month will be recovered from the Running Account bills of the Contractor to be paid during that month. Recoveries will first be credited to interest due and residual applied to the principal.

- vii) The cost of the new Equipment for the purpose of this clause shall mean the cost as invoiced by the suppliers of the Construction equipment, inclusive of taxes and duties.

In respect of imported equipment, C.I.F. cost plus customs duty shall be deemed to be the cost of Equipment for the purpose of this clause.

- 31.2** The gross value of work billed/gross payment shall mean to include payment towards scheduled items, extra items, varied items, substituted items, altered items and price escalation bills for the purpose of this clause.

**32.0 Other terms and conditions:**

1. All the labour forces are to be engaged from the state of Sikkim and if the specialized quality workmen is not available, then the same may be arranged from outside. But on completion of the job, the contractor has to send back the non-Sikkimese Labour.
2. Any problem related to the said works not connected with the NHPC directly or indirectly is to be dealt and solved by the contractor for which NHPC will not be responsible.
3. If any taxes, Octroi, permission, fines & liabilities from Central/State statutory for transport/running the equipment at dam site will be arranged and borne by the contractor. Contractor shall pay all taxes properly and lawfully assessed or imposed on Contractor by any authority in connection with the carrying out services under the contract. Necessary clearances of equipment/manpower for entry into Sikkim state is to be arranged by the contractor.
4. The construction equipment/machinery should be in the custody and possession of the contractor. The safety, security and insurance of the equipment and manpower are contractor's risk.
5. It is obligatory for the contractor to obtain license under interstate migrant workmen Act 1979 from the Licensing Officer, Labour Department, Govt. of Sikkim, in case the labour employed is 5 or more. Failure to comply with the labour Act may attract penal action.

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6. The contractor shall ensure all the safety measures during the execution of work and in case of any mishap, all financial liabilities shall be borne by the contractor as per workmen compensation act.
7. The contractor shall provide persons with good manners who would perform the job as directed by Engineer-in-charge or his authorized representatives. In case, it is found that the behaviour of the personnel is not up to the mark, such persons shall be removed immediately from the site. The deputed persons shall not indulge in any unlawful activities in and around the project areas.
8. The estimated quantity of work may increase/ decrease during execution of any extent. Payment against the work shall be released as per the actual quantity of work executed. The positive deviation shall deal with Clause No. 13 of GCC. In case of individual quantity deviating in the lower side (negative deviation) no revision of the rate will be done for such items. The decision of EIC shall be final and binding.
9. All applicable taxes/duties including GST as applicable and assessed on the Employer shall also be included in the prices/rates, which shall be deducted from the Contractor and deposited to the concerned authority by the Employer.
10. Income tax shall be deducted from the bills as per the present tax rules of Central Govt.
11. The rates should be inclusive of EPF, GST& Insurance. However, contractor has to submit the proof Payment of EPF & Insurance and GST at the time of RA / Final bills. The contractor has to ensure that payment of wages to contract labourers is made preferably through account payee cheque /ECS.
12. All other rules of Govt. of Sikkim should be maintained.
13. The progress of the work by the contractor shall be reviewed by Engineer-in-Charge or his authorised representative time to time during execution of the work. Corporation reserve the right to terminate the contract in full or part if the contractor breaches any of terms and condition of the contract or the work is not found satisfactory. In such cases and abandonment of the work by the contractor during execution of the work, NHPC shall be at its liberty to forfeit the security deposit as per contract.
14. All materials, labours, Equipments, T&P etc. are to be arranged and provided/supplied by the contractor as per the provision of contract to successfully complete the work to the satisfaction of Engineer-in-Charge.
15. Contractor is instructed to comply with all applicable mandatory legal requirements in supplying of goods/ providing services to Teesta-V Power Station, NHPC Ltd Singtam relating to environment and occupational health and safety.
16. The above mentioned requirement is minimum and NHPC reserves the right to ask for additional information.

Dy. General Manager (Elect.)  
Contract Division  
Teesta-V Power Station, Balutar



Schedule-D of Section-IV is modified to as under:

SCHEDULE - D

Schedule for chargeable interest rates against advances, completion time, defect liability period, ~~percentages of various components for price variation/adjustment~~

S.NO	CLAUSE No.	DESCRIPTION	STIPULATION
1	4	Performance Security Deposit	5% of Contract Price
2	<del>3.3</del>	Retention Money	3% of Contract Price
3	31.1.1 of SCC	Mobilisation Advance Limit	5% of Contract Price Sub Clause 31.1.1 (of SCC) Applicable for Works with Estimated Cost of more than 1.0 Cr.
	31.1.1(i) of SCC	Simple interest per Annum on Mobilization Advance	State Bank of India MCLR for 3 years plus margin of 150 basis points as on 28 days prior to Price Bid submission date.
	31.1.1(ii) of SCC	Initial limit	2% of contract Price
4	31.1.2 of SCC	Advance for Construction Equipment limited to	10% of contract Price Sub Clause 31.1.2 (of SCC) Applicable for Works with Estimated Cost of more than 1.0 Cr.
	31.1.2(i) of SCC	Simple interest per Annum on sum advanced for purchase of new equipment	State Bank of India MCLR for 3 years plus margin of 150 basis points as on 28 days prior to Price Bid submission date
5	13 of ITB	Earnest Money Deposit	Rs. 30,68,000/-.
6	10.2 of ITB	Tenders invited on	<del>Percentage Rate Method or</del> Item Rate Method
7	10.2 of ITB	Schedule of Rate applicable	As per BOQ
8	<del>18.2, (iii) GCC</del> 30.0 of SCC	Contractor's Overheads, *percent Profits, and Supervision Charges	*15%
9	34.4(a)	<del>An addition to Contract Price to account for the materials which is to be issued to the Contractor free</del>	<del>25 %</del> per cent

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		of cost by the Employer	
	34.4(b)	Deductibles: 5% of each loss subject to minimum of Rs	
10	<del>34.8</del> GCC	Public Liability Limits plus Property Liability Limits not exceeding	10% of Contract Sum
11	<del>39.1</del>	Time allowed for execution of the Work as a whole	12 Months and 10 Days
12	<del>43</del>	Defect Liability Period	As per clause No. 3 & 4 of SCC
13	<del>45.11</del>	Interest Rate for Delayed Payment	___8%___ per Annum
14	<del>46.1</del>	Price Adjustment/Variation	Applicable for Works having original completion Time of more than six months
		i) ___ Percentage ___ of ___ labour component (other ___ than unskilled) in the Value of Work (L)	_____ per cent
		ii) ___ Percentage ___ of ___ labour component (unskilled) in the Value of work (U)	_____ per cent
		iii) ___ Percentage ___ of ___ Material component in the Value of Work (excluding ___ Departmental material) (K)	_____ per cent
		iv) percentage of POL component in the value of work (P) (Place of Nearest Indian Oil Depot for Diesel Price)	_____ per cent

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Form-V of Section-V of Tender Documents shall be read as under:

FORM-3

**BANK GUARANTEE FORMAT FOR ADVANCE PAYMENT- Not Applicable**

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Bank Guarantee No.....

Date.....

To,

NHPC Limited.  
NHPC Office Complex  
Sector – 33, Faridabad, Haryana-121003

Dear Sir,

In Consideration of the [NHPC Limited]..... (Hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....[Contractor's Name]..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors ,administrators, executors and assigns), a Contract, by issue of Employer's Letter of Acceptance No..... dated..... and the same having been acknowledged by the Contractor, resulting into a Contract bearing No.....dated.....valued at .....for..... [Name of Contract].....( Hereinafter called the 'Contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting ..... (in words and figures) as an Advance against Bank Guarantee to be furnished by the Contractor.

We.....[Name and address of the Bank]..... having its Head Office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of .....[Advance amount]..... as aforesaid at any time upto .....(@)..... without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.



The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s..... (Name of contractor) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein:-

Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_.

ii) This Bank Guarantee shall be valid up to \_\_\_\_\_.

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before (@) \_\_\_\_\_

Dated this .....day of .....20\_.....at.....

WITNESS

.....  
(Signature)

(Signature).....

.....  
(Name)

(Name).....

.....  
(Official Address)

(Designation with Bank Stamp)/with staff Authority no.  
Complete Address of the Bank with Tele-Fax

Dated.....

**Notes:**

1. (@) This date will be Ninety (90) days beyond the issue of Defects liability Certificate as specified in the Contract.

(+) This date will be the date of issue of Defects Liability Certificate

1. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six(06) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

In case the same is issued by a first class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.

3. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Engineer.

4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

*20/11/2012*

Clause No. 1.4.4.3 of Scope of work (Section-VIII) is modified to as under:

### 1.4.4.3 Operator workstations

The operator consoles shall assist the operator for an easy operation and control of power station and shall allow to print out and to show on the displays, all relevant signals, events, alarms, status, status changes, abnormalities, history data and plant conditions on request or immediately in case of alarm.

In the control room three operator workstations with desks shall be provided. Each operator desk shall be equipped with two (2) VDUs, sealed membrane covered keyboard and pointing device such as mouse / trackball, integrated telephone set, microphone, writing pad and workplace integrated. Each of the monitors, attached to the workstations, shall be interfaced to be capable of displaying any of the selected plant control mimic views.

All the Operator workstations shall be implemented in such a way so that each workstation shall be capable of individually controlling the entire control system even in the case of failure of all other workstations.

The configuration of each workstation shall be:

- **Two (2) VDUs each of at least 26"**, LED backlit flat screen and flicker-free,
- Dual Processor CPU with highest CPU clock speeds and Mother Board Front Side Bus speeds available at the time of supply,
- Minimum of 16 GB RDRAM,
- Two (2) or more – Hard Disk Drives with latest technology each of at least 1 TB capacity,
- HD-DVD writer,
- USB (3.0 or higher, if available at the time of procurement) hub and ports,
- Functional key board with all functions and provision of shortcuts for alarms,
- Pointing device such as mouse.

The workstations shall be high performance systems with SCSI drives and controllers and latest configuration available at the time of supply. They shall be loaded with latest 'Professional version' of Microsoft Office Suite.

*2.2.11.11*

Clause No. 1.1.13 of Scope of work (Section-VIII) is modified to as under:

~~1.1.13~~ The architectural finishing work, i.e., suspended ceiling, flooring, furniture, wall finishing, LED luminaries for a minimum 500 lux illumination level etc. required for the Central Control Room, in accordance to Clause 1.5.16, shall be in the scope of execution of this contract.

~~Any other items not mentioned specifically but necessary for the satisfactory completion of scope of work defined above, as per accepted standard(s)/ best international practices.~~

*Zabir*

QAP:

Sl. No. 5 (a,b,c,d) of Quality Assurance Plan (QAP) (Section-XI) is here by deleted.

All other terms & conditions of QAP shall remain unchanged.

*2/1/2022*