



**NHPC LIMITED**  
(A Govt. of India Enterprise)  
CIN: L40101HR1975GOI032564

### Corrigendum No.4

**Name of the Work: Lot-II Package: Hydro-mechanical Works for All Gates and Pressure Shaft Liners for the implementation of the 240 MW Uri-I Stage-II H.E Project, located near Boniyar, Uri villages in the Baramulla District of UT of J&K, India.**

**Tender Id: 2025\_NHPC\_862315\_1**

**Tender Specification No.: NH/CCW/CC-III /CO-398/PR-10625/35**

**Date of Corrigendum: 01.08.2025**

S. No.	Clause No.	Bid Condition	Amendment
1.	GCC clause 34 (Insurance)	<p><b>34.1</b> To the extent specified in Appendix 3 (Insurance Requirements) to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix for 34.1(a, c, d &amp; e).</p> <p>Further, the Employer shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and other conditions specified in the said Appendix for 34.1(b, &amp; f).</p> <p>The identity of the insurers and the form of the policies shall be subjected to the approval of the Employer, who should not unreasonably withhold such approval.....</p>	<p><b>34.1</b> To the extent specified in Appendix 3 (Insurance Requirements) to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix for 34.1(a, c, d &amp; e <b>&amp; f</b>).</p> <p>Further, the Employer shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and other conditions specified in the said Appendix for 34.1(b, <b>&amp; f</b>).</p> <p>The identity of the insurers and the form of the policies shall be subjected to the approval of the Employer, who should not unreasonably withhold such approval.....</p>
2.	GCC clause 34 (Insurance)	<p><b>34.2</b></p> <p>The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability, Workers' Compensation</p>	<p><b>34.2</b></p> <p>The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability,</p>

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		<p>and the Contractor's Subcontractors shall be named as co-insured under all insurance policies taken out by the Contractor &amp; Employer pursuant to GCC Sub-Clause 34.1 except for the Cargo Insurance during Transport, Workers' Compensation and Employer's Liability Insurances. The Contractor shall be named as co-insured under Erection All Risk Policy taken by Employer pursuant to GCC Sub-Clause 34.1.</p> <p>All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.</p>	<p>Workers' Compensation, <b><u>Employer's liability Insurances</u></b> and the Contractor's Subcontractors shall be named as co-insured under all insurance policies taken out by the Contractor &amp; Employer pursuant to GCC Sub-Clause 34.1 except for the Cargo Insurance during Transport, Workers' Compensation and Employer's Liability Insurances. The Contractor shall be named as co-insured under Erection All Risk Policy taken by Employer pursuant to GCC Sub-Clause 34.1.</p> <p>All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.</p>
3.	Payment Terms: Appendix-1 of Contract Agreement	Payment Terms: Appendix-1 of Contract Agreement	Modified Payment Terms: Appendix-1 of Contract Agreement is attached as Annexure-I to this corrigendum.
4.	Insurance Requirements : Appendix-3 of Contract Agreement	Insurance Requirements : Appendix-3 of Contract Agreement	Modified Insurance Requirements : Appendix-3 of Contract Agreement is attached as Annexure-II to this corrigendum.

All other terms & conditions of the tender document shall remain unchanged.

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## Appendix 1. Terms and Procedures of Payment

In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties.

### TERMS OF PAYMENT

#### Schedule No. 1. Plant and Equipment Supplied from Abroad

:

- Ten percent (10%) of the total CIF or CIP amount as an interest bearing advance payment, if opted for, against receipt of invoice, Performance Security and an irrevocable Advance Payment Security equivalent to 110% of advance amount made out in favor of the Employer. The Advance Payment Security may be reduced in proportion as per GCC Clause 13.2.2.
- Five percent (5%) of total CIF or CIP amount on expiry of twelve (12) months reckoned from the date of release of initial advance payment, on receipt of a Certificate from the Contractor, duly verified by the Engineer-in-Charge or his authorized representative, that Event No.1 **(to be fixed after award of work and finalization of Programme of Performance in terms of GCC clause 18.2)** has been achieved.
- Five percent (5%) of total CIF or CIP amount on expiry of eighteen (18) months reckoned from the date of Letter of Award, on receipt of a Certificate from the Contractor, duly verified by Engineer-in-Charge or his authorized representative, that Event No.2 **(to be fixed after award of work and finalization of Programme of Performance in terms of GCC clause 18.2)** has been achieved.
- Eighty percent (80%) of the total or pro rata FOB or FCA amount upon *Incoterm* “FOB” or “FCA”, The pro-rata recovery / adjustment of advance alongwith interest shall be made at this stage
- Eighty percent (80%) of the total or pro rata CIF or CIP amount *Incoterm* “CIF” or “CIP” along with price variation, if any, upon delivery to Site, less Eighty percent (80%) of the FOB amount already paid or authorized for payment.
- Three percent ( 3%) of the total including variation or pro rata CIF or CIP amount on Completion Certificate.
- Three percent ( 3%) of the total including variation or pro rata CIF or CIP amount upon issue of the Operational Acceptance Certificate.
- Three percent (3%) of the total including variation or pro rata CIF or CIP amount upon issue of Taking over Certificate.
- One Percent (1%) of the total CIF or CIP amount shall be paid after handing over of documents as specified in ‘Particular Technical Specification’ & ‘General Technical Specification’.

**Schedule No. 2. Plant and Equipment Supplied from within the Employer's Country:**

- Ten percent (10%) of the total ~~EXW~~-amount quoted in Price Schedule-2 as an interest bearing advance payment, if opted for, against receipt of invoice, Performance Security and an irrevocable Advance Payment Security equivalent to 110% of advance amount made out in favour of the Employer. The Advance Payment Security may be reduced in proportion as per GCC Clause 13.2.2.
- Five percent (5%) of total ~~EXW~~-amount quoted in Price Schedule-2 on expiry of twelve (12) months reckoned from the date of release of initial advance payment, on receipt of a Certificate from the Contractor, duly verified by the Engineer-in-Charge or his authorized representative, that Event No.1 (to be fixed after award of work and finalization of Programme of Performance in terms of GCC clause 18.2) has been achieved.
- Five percent (5%) of total ~~EXW~~-amount quoted in Price Schedule-2 on expiry of eighteen (18) months reckoned from the date of release of initial advance payment, on receipt of a Certificate from the Contractor, duly verified by Engineer-in-Charge or his authorized representative, that Event No.2 (to be fixed after award of work and finalization of Programme of Performance in terms of GCC clause 18.2) has been achieved.
- Eighty percent (80%) of the total or pro rata ~~EXW~~-amount quoted in Price Schedule-2, alongwith Price variation, if any, upon delivery to site.. The pro-rata recovery / adjustment of advance alongwith interest shall be made at this stage.
- Three percent (3%) of the total including variation or pro rata ~~EXW~~-amount quoted in Price Schedule-2 on Completion Certificate.
- Three percent (3%) of the total including variation or pro rata ~~EXW~~-amount quoted in Price Schedule-2 upon issue of the Operational Acceptance Certificate.
- Three percent (3%) of the total including variation or pro rata ~~EXW~~-amount quoted in Price Schedule-2 upon issue of the Taking Over Certificate.
- One Percent (1%) of the Total ~~EXW~~-amount quoted in Price Schedule-2 shall be paid after handing over of documents as specified in 'Particular Technical Specification' & 'General Technical Specification'.

**Price Schedule No.3. Local Transportation including Port Clearance & Port Charges and Inland Insurance**

In respect of local transportation (i.e. including port clearance & port charges and inland insurance) for both the foreign currency (where applicable) and the local currency portions, the following payments shall be made:

One Hundred percent (100%) of the total or pro rata local transportation (including port clearance & port charges and inland insurance) amount upon delivery to the site. Price variation, if any, shall be payable upon delivery to the site.

**Price Schedule No.4. Installation, Testing & Commissioning Services**

In respect of installation services for both the foreign and local currency portions, the following payments shall be made:

- Ninety percent (90%) of the measured value of work performed by the Contractor, as identified in the said Program of Performance, during the preceding month, as

evidenced by the Employer's authorization of the Contractor's application, will be made monthly. 90% variation amount if any, on account of variation in weights of various gates and hoists capacity shall be adjusted at this stage. Price variation as per Appendix-2, if any, shall be payable at this stage.

- Five percent (5%) of the total including variation or pro rata value of installation services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Completion Certificate.
- Five percent (5%) of the total including variation or pro rata value of installation services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Operational Acceptance Certificate.

5% payment of Contract price as per payment schedule/terms shall be deducted from each bill/invoice as a security deposit for satisfactory/unhindered operation of the system during Warranty/Defect Liability Period. The above deducted amount shall be released after completion of satisfactory Warranty/ Defect Liability Period. The above deducted amount, is so desired by the Contractor during execution of contract may be released on submission of Bank Guarantee (BG) of equal amount.

The Contractor shall furnish the Bank Guarantee (BG) to Engineer-in-Charge issued from an Indian Nationalised Bank or State Bank of India or any Scheduled Bank in India as per the Form enclosed as Form-17 (Format of Bank Guarantee for Security Deposit).

The Validity of BG shall be up to Ninety (90) days beyond the Warranty/Defects Liability period as specified in the Contract. Interest or any other charges, whatsoever, will not be payable by the Employer on the Security Deposit amount/bank Guarantee Amount.

## **PAYMENT PROCEDURES**

The procedures to be followed in applying for certification and making payments shall be as follows:

- 1.0 Unless stipulated otherwise hereunder, all payments shall be released to the Contractor as per Schedule No. 1, 2, 3 & 4 after fulfillment of the requirements specified herein above under Terms of Payment.
- 2.0 Eighty percent (80 %) FOB or FCA and / or CIF or CIP for Price Schedule-1 and ~~EXW amounts—the total amount quoted for Price Schdeule-2~~ upon corresponding INCOTERMS, as the case may be and as stipulated under Schedule Nos. 1 & 2 and shall be claimed item wise by the Contractor after shipment / despatch of the equipment subject to the following:
  - (i) Payments for Plant and Equipment excluding Mandatory Spare parts and Mandatory Tools & Tackles shall be claimed by the Contractor in not more than eighteen (18) installments each.
  - (ii) Payment for Mandatory Spare parts and Mandatory Tools & Tackles for each items/equipment shall be claimed in not more than two (2) installments each.

- (iii) Payment for Recommended spares (if any) for these items shall be claimed separately by the Contractor after shipment/dispatch of such spare items restricted to total four (4) installments.
- 3.0 Subject to the fulfillment of requirements mentioned at Sl.No.1 & 2, all Payments in line with the requirements of Terms of Payment shall be arranged as per following procedure:
- 3.1 The initial 10% interest bearing advance payment in currency other than Employer country's currency shall be arranged through remittance to the Contractor's bank. The Contractor shall provide details of his bank account alongwith routing details to the Employer. The contractor (For Indian Bidder) shall submit a letter from his Bank certifying that the foreign currency account in which the contractor desired to receive payments has been opened/under operation as per RBI Guidelines.
- 3.2 The initial 10% interest bearing advance payment in Employer country's currency shall be arranged through remittance to the Contractor's Bank through ECS / RTGS.
- 3.3 Except as above, other payments shall be arranged through irrevocable Letter of Credit opened in a designated Bank (Issuing bank), which shall make payments to the Contractor upon presentation of documents against conditions specified in the Letter of Credit to the Negotiation bank of the Contractor. The contractor shall provide quarterly cash flow statement as per payment schedule two months in advance to the Engineer-in-charge to facilitate opening/extension of L/C in time. The amount of L/C shall be equivalent to the projected quarterly cash flow of the Contractor. The L/C for the said amount shall be opened by the Employer thirty (30) days prior to the scheduled date of 1<sup>st</sup> payment under the Contract against the L/C and shall be maintained thereafter by extending the same on quarterly basis as per the projected cash flow of the Contractor. The conditions of Letter of Credit shall be as below:
- Issuing bank - State Bank of India or *any designated bank by the Employer.*
  - Form of L/C - Irrevocable
  - Date of issue - Thirty (30) days prior to the date of 1<sup>st</sup> payment under the contracts against the L/C
  - Date of Expiry - Extendable on quarterly basis till conclusion of the contract.
  - Applicant - NHPC Ltd.
  - Beneficiary - *(name of the contractor)*
  - Amount - Equivalent to quarterly cash flow
  - Available with/by - *(Name of the confirming bank or any bank by negotiation)*
  - Drafts at - By negotiation
  - Drawee - *(Name of the confirming bank)*
  - Partial Shipment - Allowed *(Applicable for dispatch of materials only)*
  - Trans-shipment - Not Allowed *(Applicable for dispatch of materials only)*
  - Name of port of Loading/dispatch - Anywhere, Delivery /CIF Indian Port (INCOTERMS-2010) *(Applicable for dispatch of materials only)*
  - Destination Port - Any Indian Port *(Applicable for dispatch of materials only)*
  - Last date of shipment - *(Date to be given by the contractor) (Applicable for dispatch of materials only)*
  - Description of goods - *(to be given by the contractor) (Applicable for dispatch of materials only)*

- Documents required-
  - A. For each partial shipment (~~FOB or FCA or EXW~~) under Schedule 1 & 2 following clean documents in triplicate shall be presented to the Negotiating bank. All documents must indicate L/C Number. *(Applicable for dispatch of materials only)*
    - (i) Original Invoice
    - (ii) Clean on board Bill of Lading / AWB *(for Off- shore supply)* Or RR/LR/GR *(for on-shore supply)*.
    - (iii) Insurance Declaration
    - (iv) Material Dispatch Clearance Certificates.
    - (v) Packing list
    - (vi) Certificate of Origin of Goods issued by chamber of commerce of that country or any other authorised organization (in case of Foreign Origin).
    - (vii) Certificate of receipt of material issued by Engineer In Charge
  - B. For each payment under Schedule 1 to 4 other than A above & 10% initial interest bearing advance, if any, following clean documents shall be presented to the Negotiating bank. All documents must indicate L/C Number.
    - (i) Original Invoice.
    - (ii) Statement of Performance from NHPC Ltd as per Proforma enclosed in Annex-1 appended with this Appendix issued by Engineer In Charge.
- Additional Conditions - *(Payment terms)*
- Details of charges - All commissions and charges arising in the Employer's Country shall be borne by the Contractor/ Beneficiary and all commissions and charges arising outside Employer's Country shall be borne by the Beneficiary.
- Presentation period -
  - i) Documents must be presented within 30 days from date of shipping (applicable for material only) . )
  - ii) Documents must be presented within 10 days from date of issue of 'Statement of Performance' by the Engineer- In- Charge *(for payments under Schedule 1 to 4 other than i) above & 10% initial interest bearing advance)*
- Confirmation - Confirmed
- Special Instruction - Reimbursement instruction: Upon receipt of tested telex/authenticated SWIFT from Negotiating bank that the documents are found clean and complied with L/C terms and conditions, payment will be effected within 7 working days as per Negotiating bank's instructions.

This L/C conditions is subject to UCP (Rev.1993) ICC Publication No.500

**4.0 All the payments for the supplies and / or services [as applicable] rendered by Supplier / Contractor under the Contract shall be released within forty five days from the receipt of invoice/bills etc. from the contractor/supplier complete in all respect.**

**In case, payments are not released as mentioned above, NHPC shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 6% (six percent) per annum.**

The payment towards interest, if any, shall be settled at the time of making payments of the respective invoices.

5.0 All applicable taxes, duties, other levies and charges etc. on Price Schedules 1, 2, 3 & 4 in respect of direct transaction between the Employer and the Contractor as applicable, in Employer's country as of seven (07) days prior to deadline for submission of bids shall be included in price quoted in these schedules.

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### Appendix 3. Insurance Requirements

#### Insurances to be taken out by the Contractor

In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(a) **Cargo Insurance**

Covering loss or damage occurring, while in transit from the Contractor's or Subcontractor's works or stores until arrival at the site including unloading, to the Plant and Equipment (including spare parts therefor) and to the Contractor's Equipment. This policy shall cover 'ALL RISKS' under and /or on deck as per Institute Cargo Clause 'A' including intermediate storage, if any

Amount	Parties insured	From To
i) Deleted	As per GCC Clause 34	From 1 <sup>st</sup> shipment to last shipment.
ii) <b>For Domestic Bidder</b> , Contract Price excluding installation charges + 25% (to cover Price Variation and taxes & duties etc.)		

(b) **Erection All Risks Insurance- To be taken out by Employer**

(c) **Third Party Liability Insurance**

Covering bodily injury or death suffered by third parties (excluding the Employer's personnel) and loss of or damage to property (excluding the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the facilities.

Amount	Deductible limits	Parties insured	From To
2,000,000 USD per occurrence, unlimited no. of occurrence	5,000 USD Or INR 350,000	As per GCC Clause 34	From Commencement of Work on site to End of Defects Liability period

(d) **Automobile Liability Insurance**

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the facilities. Comprehensive insurance policy 'B' in accordance with statutory requirements shall be taken.

(e) **Workers' Compensation**

In accordance with the statutory requirements applicable in India.

(f) **Employer's Liability**

In accordance with the Public Liability Insurance Act applicable in India

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability, Workers' Compensation [and Employer's Liability Insurances](#), and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor & Employer pursuant to GCC Sub-Clause 34.1, except for the Cargo Insurance during Transport, Workers' Compensation and Employer's Liability Insurances.

The Contractor shall be named as co-insured under Erection All Risk Policy taken by Employer pursuant to GCC Sub-Clause 34.1.

All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

Note:

- i) The losses below the deductible limit mentioned above, shall solely be the liability of the Contractor.
- ii) If the contractor so desires, he may cover the risks under 'Cargo Insurance' and 'Third Party' under one comprehensive policy.

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