



ISO: 9001, 14001,
& 45001

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(मिनी रत्न, श्रेणी-I, भारत सरकार का उद्यम)

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(Mini Ratna, Category-I, Government of India Enterprise)

Office of the Executive Director, Contracts & Procurement

Brookland Compound, Lower New Colony

Shillong-793 003, Meghalaya, India

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Corrigendum No. 3 Dated 01-06-2020

To

NOTICE INVITING BIDS (NIB) No. 353 Dated 23-04-2020

(DOMESTIC COMPETITIVE BIDDING)

FOR

“Design, Fabrication, Supply, Erection, Testing & Commissioning of Penstock and Steel In-Liners in Umrong System of Kopili Hydro Electric Project (275 MW), Assam”

The following Corrigenda to the Bid document are hereby issued:

Part-4: Conditions of Contract

1. The words “under Vol.-I Part-IV” in 5th line of Clause 3(ii) shall be read as “in Annexure-I of this Part-4”. The said Annexure-I is attached herewith.
2. The word “receipt” in 2nd line of Clause 3(iv) shall be read as “issue”.
3. Clause 9(ii) shall be read as below:
“Rights of way required by the Contractor for accessing the site shall be provided by NEEPCO. However, the Contractor shall provide at his own cost any additional facilities outside the site required by him for the purpose of the works.”
4. Clause 17 (i) (j) shall be read as below:
“Other causes similar to above mentioned causes, over which either the Corporation or the Contractor has no control and are accepted as such, by the Engineer-in-Charge, whose decision shall be final and binding.”
5. Clause 61(ii) shall be read as below:
“However, any increase in the above mentioned taxes, duties, cess, levies etc. that may arise during the currency of the Contract shall not be paid by the Corporation to the Contractor nor the decrease in such taxes, duties, cess, levies etc. be recovered from him. Any new taxes, duties, cess, levies etc, imposed after the date which is 28(twenty eight) days prior to the latest date of submission of bids shall be reimbursed/paid on production of documentary evidence. Exemption available under any Tax Act shall be treated as if the tax is non-existent to the extent of that exemption/tax invoice.”

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

(S. Goswami)

**Chief General Manager (C)
I/C Contracts & Procurement**

MODEL FORM OF BANK GUARANTEE (FOR THE CONVERSION OF CASH AMOUNT
OF SECURITY DEPOSIT)

(On Bank's Letter Head with Adhesive Stamp)

Bank Guarantee No:-

Date:-

Place:-

To

We, the _____ Bank (hereinafter referred to as "the said Bank") and having our registered office at _____ do hereby undertake and agree:

1. To indemnify and keep indemnified the North Eastern Electric Power Corporation Limited, (hereinafter referred to as "the Corporation" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) to the extent of Rs. _____ (Rupees _____) only on behalf of *(see note at the end) _____ (hereinafter referred to as "the Bidder") in lieu of an equal cash amount of security deposit deposited by the said Bidder and/or deducted by the said Corporation from the bills of the said Bidder and which the said Corporation has agreed to convert against a bank guarantee into the said Corporation under the provisions of the Contract Agreement No. _____ (hereinafter referred to as "the said Contract") made between the said Corporation and the said Bidder in connection with the Construction of _____ at a total cost of Rs. _____ (Rupees _____) only.
2. We, the said Bank also do hereby agree to pay unequivocally and unconditionally within 48 (Forty eight) hours on demand, in writing from the said Corporation of any amount upto and not exceeding Rs. _____ (Rupees _____) only to the said Corporation for any purpose or cause or on any account whatsoever under the provisions of the said Contract in which respect the decision of the said Corporation shall be final and binding on us.
3. Provided that it shall not be necessary for the said Corporation to proceed the said Corporation before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security and the said Bidder shall at the time when proceedings are taken against us as hereunder be outstanding or unrealised.
4. We, the said Bank, further agree with this guarantee shall be valid and binding on us upto and including _____ and shall not be terminable by notice or any change in the constitutions of the said Bank or the said bidder or by any other reasons whatsoever and our liability hereunder shall not be impaired _____ or discharged by any extension of time or variations or alteration or alterations made, given, conceded or agreed with or without our knowledge or consent, by or between the parties to the said Contract.
5. We also undertake not to revoke this guarantee during its currency except with the previous consent, in writing of the said Corporation.
6. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____) Only. Our guarantee shall remain in force until _____ unless a suit or action to enforce a claim under the guarantee is filed against us within six months from that date all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Witness _____

Dated, the _____ the day of _____/20____

For and on behalf of the Bank
Bank's common Seal.

The above Guarantee is accepted by the Corporation.
For and on behalf of the Corporation

Dated _____ (Name and Designation)

Note:

** For Proprietary Concern:*

Shri _____ s/o _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "The said Bidder" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representative).

** For Partnership Concern:*

M/s _____ a partnership firm with its registered office at _____ (hereinafter called "The said Bidder" which expression shall unless the context requires otherwise include their respective heirs, executors, administrators and legal representatives), the names of their partners being

1. Shri _____ s/o _____
2. Shri _____ s/o _____

** For Companies:*

M/s _____ a company registered under the Companies Act, 1956 and having its registered office at _____ in the State of _____ (hereinafter called "The said Bidder" which expression shall unless the context requires otherwise include its heirs, executors, administrators and legal representatives).

NOT IN ORIGINAL

Memo No. NEEPCO/QP/ED/C&P/F/C/KHEP(Restn)-546/Vol-I/ 2020-21/492-504 Dated 01-06-2020
Copy to:

1. The Chairman and Managing Director, NEEPCO Ltd., Shillong for favour of kind information please.
2. The Director (Technical), NEEPCO Ltd., Shillong for favour of kind information please.
3. The Director (Finance), NEEPCO Ltd., Shillong for favour of kind information please.
4. The Executive Director (O&M), NEEPCO Ltd., Shillong for kind information please.
5. The Executive Director (CPM), NEEPCO Ltd., Shillong for kind information please.
6. The Executive Director (Guwahati), NEEPCO Ltd., Shillong for kind information please.
7. The CGM, Projects(Hydro), NEEPCO Ltd., Guwahati, for kind information please.
8. The CGM, D&E, NEEPCO Ltd., Guwahati, for information please.
9. The Head of Plant, Kopili H.E. Plant, NEEPCO Ltd., Umrongso, Dist.-Dima Hasao, Assam-788931, for information please.
10. The Chief General Manager (Finance), NEEPCO Ltd., Shillong for information please.
11. The General Manager (Finance), Concurrence, NEEPCO Ltd., Shillong for information please.
12. The General Manager (Finance), IC&A, NEEPCO Ltd., Shillong for information please.
13. The General Manager (IT), NEEPCO Ltd., Shillong. He is requested to upload Corrigendum on NEEPCO website.



Chief General Manager (C), i/c C&P