



# नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम)

## NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

भारत सरकार का उद्यम

A Govt. of India Enterprise

मिनीरल : श्रेणी-I Miniratna : Category-I

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

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

OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)

Brookland Compound :: Lower New Colony

Shillong-793 003

Corporate Identity Number (CIN): U40101ML1976GOI001658



ISO:9001, 14001 &  
45001

### CORRIGENDUM NO. 4 DATED. 27.02.2025

TO

NIB NO. 469 DATED 19-12-2024

(DOMESTIC COMPETITIVE BIDDING)

Name of Work: **Package-II: Hydro Mechanical & Penstock Steel Liner Works for Tato-I Hydro Electric Project (186 MW), Arunachal Pradesh.**

Following corrigenda to the bid document is hereby issued:

#### Part- 1: Short & Detail NIB

1. The provision under Cl. 6.2.2 (ii): Penstock Steel Liner of Part-1: Short & Detail NIB of Bid Document stands modified as below:

(ii) **Penstock Steel Liner:** Designing, manufacturing, installation, testing & commissioning of Penstock Steel Liner in Hydro Power or Water Resources Projects with minimum  $D \times H = 750 \text{ m}^2$ , Where  $D$  = Inside Diameter of the Penstock in m and  $H$  = Max. Static Head acting on the Penstock in m.

2. The provisions stipulated in Clause No. 6.7 of Part-1: Short & Detail NIB of Bid Document stands modified as below:

For ensuring highest degree of ethics in the bidding process as well during construction of tendered Works, all the bidders shall enter into an Integrity Pact with the Employer at the time of submission of Techno-Commercial Bids. For this, the Employer has appointed the following 2 (two) persons to act as Independent External Monitors (IEM) for overseeing the compliance of obligations by the parties under the Integrity Pact. The contact address of the IEM is as under:

- a) Dr Akhilesh Kumar Ambasht, IFoS (Retd.),  
5606, Orchid Crescent, DLF- Phase-IV, Sector-27  
Gurugram – 122 009, Haryana,  
Mobile No. 8527324455/ 7042692007,  
E-mail: aambasht89@rediffmail.com
- b) Shri Vijai Prakash Pathak, IRSS (Retd),  
House No. 58, IRWO Sangam Vatika,  
Devprayagam, Jhalwa,  
Prayagraj -211 012  
Email ID: vppathak@hotmail.com

#### Part- 3: Instruction to Bidders

- 3 The Format of Insurance Surety Bond for submission of EMD/Bid Security in terms of Cl. No. 15 (ii), Part-3: Instruction to Bidders of Bid Document is enclosed as **Annexure-1**.



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### Part- 4: Condition of Contract

4. The Format of Insurance Surety Bond for submission of Performance Security in terms of Cl. No. 3 (iv), Part-4: Conditions of Contract of Bid Document is enclosed as **Annexure-1**.
5. The provisions under Para No. 1<sup>st</sup> of Clause 55: Delayed Payment of Part-4: Conditions of Contract of Bid Document stand modified as below:

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

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

6. The provisions under Section (iii), Clause 77: Advance Payment of Part-4: Conditions of Contract stand modified as below:

#### **(iii) Secured Advance:**

Secured Advance of 75 (seventy-five) of cost of steel shall be granted after the materials are received at site, duly certified by the Engineer in Charge. The amounts of Secured Advance in any case, shall not exceed 50% of the total cost of items where steel is required to be used. The contractor will be required to sign an indenture bond, hypothecating the goods to the procuring entity, and also be responsible for their safe custody. Before the advance is released, the procuring entity may inspect the site to ensure that the Contractor has safeguarded the materials against pilferage and deterioration. It may be ensured that the contractor has not taken any loan/ limit from banks against hypothecation of the materials against which the secured advance is claimed. An undertaking in this regard must be taken from the contractor as a measure of the above. No escalation on such component of cost will accrue from the date of release of advance till it is fully recovered. This shall be recovered on monthly basis from the work bill to the extent of utilisation of material. However, such advance will be recovered fully within a period of 6(six) months from the date of grant of advance or on utilization of the material whichever is earlier.

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

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

Format of Indemnity Bond for Secured Advance is enclosed as **Annexure – 2**.

### Part- 5B: Particular Technical Specifications for Gate and Hoist

7. The Operation Criteria mentioned under 3<sup>rd</sup> para under Cl. No. 3.1.1: Stoplog Assembly, of Part – 5B: Particular Technical Specifications for Gate and Hoist stands of Bid Document is modified as below:

The stoplogs shall be operated under balanced water head conditions achieved through filling valve provided in the top element





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8. The provision for **Operation – raising and Lowering** under Cl. No. 3.1.3: Design data for Stoplogs of Part – 5B: Particular Technical Specifications for Gate and Hoist stands of Bid Document is modified as below:

**Operation – raising and Lowering:** Balanced head. No flow water condition created by operating filling valve to be provided in top element.

**Part- 8: Bill of Quantities and Schedule of Payment**

9. The provisions under Sl. No. (D), Cl. 1.4: Schedule of Payment of Part – 8: Bill of Quantities and Schedule of Payment of Bid Document are modified as below:

**D. BoQ item no. 6.01 to 6.04:**

**1.Milestone A: Design and supply of the equipment**

Payment at 60% (Sixty percent) of BoQ amount shall be paid to the Contractor against design and supply of complete equipment at project site on certification by the Engineer-In-Charge.

**2.Milestone B: Erection, testing, trial run and commissioning**

Payment at 40 % (Forty percent) of BoQ amount shall be paid to the Contractor upon erection, testing, trial run and commissioning of the equipment on certification by the Engineer-In-Charge.

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

*दीपक २२/३०*  
*२९/०२/२०२५*  
Chief General Manager  
Contracts & Procurement

# **Annexure-1**

## **Format of Insurance Surety Bond for EMD/Bid Security and Performance Security**

## FORMAT OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

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

Insurance Surety Bond No.....

Date:.....

**(Name of Contract)**

To:

**The Executive Director  
Contracts & Procurement,  
North Eastern Electric Power Corporation Ltd.,  
Brookland Compound, Lower New Colony, Shillong-793003  
Meghalaya, India**

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid") KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto NEEPCO Ltd. (a Miniratna Category-I CPSE & a wholly owned subsidiary of NTPC) (hereinafter called "the Employer") for the sum of..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder

(a) withdraws or modifies its Bid during the period of bid validity,

Or

(b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

(a) fails or refuses to sign the Contract Agreement when required,

or

(b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 45 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

\_\_\_\_\_ in the  
capacity of

\_\_\_\_\_  
Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id. Staff Authority No. of the officer of the Insurance Company/Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT**

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

## FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be submitted by the Contractor)

(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No.....)

Date.....

(Name of the Contract)

To:

**The Executive Director (Tech)  
Contracts & Procurement,  
North Eastern Electric Power Corporation Ltd.,  
Brookland Compound, Lower New Colony, Shillong-793003  
Meghalaya, India**

Dear Sir(s),

In consideration of the ... [Employer's Name]..... (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, for ----- [Accepted Contract Amount in figures and words] for .....[ Name of the Works] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(\*).....of the said value of the aforesaid Works under the Contract to the Employer.

We .....[Name & Address of the Insurance Company] ..'..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (\*) ..... as aforesaid at any time upto ..... (@) ..... [days/month/year] 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 Insurance Company 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. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till .....[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time 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 Insurance company 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 Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the .....(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed .....(\*).....

ii) This Insurance Surety Bond shall be valid up to .....(+ ).....

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before .....@.....

Dated this .....day of ..... 20..... at.....

WITNESS .

Signed for and on behalf of the Insurance  
Company

1. ....

(Signature)

.....

(Name)

1. ....

(Signature)

.....

(Name)

Notes:

1. (\*) This sum shall be ..... percent of the Accepted Contract Amount denominated in the types and proportions of currencies as guided by Clause 3 of Conditions of Contract.

(@) This date will be sixty (60) days beyond the schedule date/ revised scheduled date of completion of defect liability period as specified in the Contract.

(+) This date will be guided by Clause 3 of Conditions of Contract.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority



of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

## FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

**(To be submitted by the Partners of Joint Venture/Consortium)**

**(To be execute on Non-Judicial Stamp paper of appropriate value)**

**(Insurance Surety Bond No.....)**

Date.....

(Name of the Contract)

To:

**The Executive Director (Tech)  
Contracts & Procurement,  
North Eastern Electric Power Corporation Ltd.,  
Brookland Compound, Lower New Colony, Shillong-793003  
Meghalaya, India**

Dear Sir(s),

In consideration of the ... [Employer's Name]..... (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, for ----- [Accepted Contract Amount in figures and words] for .....[ Name of the Works] and the Contractor having agreed to provide a Contract Performance Guarantee in the name of individual partner of JV in proportion of their participation share in JV for the faithful performance of the entire Contract equivalent to .....(\*).....of the said value of the aforesaid Works under the Contract to the Employer.

We .....[Name & Address of the Insurance Company] ..'..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (\*) ..... as aforesaid at any time upto ..... (@) ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor (individual partners of JV). Any such demand made by the Employer on the Insurance Company 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. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till .....[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor (individual partners of JV). 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 Insurance company 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 Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the .....(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor (individual partners of JV) and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's (individual partner's in case of JV) liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed .....(\*).....

ii) This Insurance Surety Bond shall be valid up to .....(+ ).....

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before .....@.....

Dated this .....day of ..... 20..... at.....

WITNESS .

Signed for and on behalf of the Insurance  
Company

1. ....

(Signature)

.....

(Name)

1. ....

(Signature)

.....

(Name)

Notes:

1. (\*) This sum shall be ..... percent of the Accepted Contract Amount denominated in the types and proportions of currencies as guided by Clause 3 of Conditions of Contract

(@) This date will be sixty (60) days beyond the schedule date/ revised scheduled date of completion of defect liability period as specified in the Contract.

(+) This date will be guided by Clause 3 of Conditions of Contract.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as

amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

**Annexure-2**

**Format of Indemnity Bond  
for Secured Advance**



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

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

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

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

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

SEALED AND DELIVERED

Signed by:

By the Contractor in presence of:

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

1st Witness:

1st Witness:

2nd Witness:

2nd Witness:

.....