



ISO: 9001, 14001,
& 45001

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम)

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(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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Website: www.neepco.co.in, CIN-U40101ML1976GOI001658



CORRIGENDUM NO.: 01 DATED 31-03-2023

TO

NIB No.: 431 DATED 10.03.2023

Name of Work: Design, fabrication, supply, installation & commissioning of penstock & steel in-liner of Khandong Power Station (2 x 23 MW), Umrongso, Assam.

Following Corrigendum to the Bid Document are hereby issued:

Part-1: Detail Notice Inviting Bids

1. "Form-C Tender Forms and Data Sheets, Part-7 of the Bid Document" indicated under Clause 11.1 (b) shall be read as "**Form-L**: Tender Forms and Data Sheets, Part-7 of the Bid Document".
2. "Power of Attorney (as per format provided at Form-D, Part-7 of Bid Document)..." indicated under Clause 11.1 (c) shall be read as "Power of Attorney (as per format provided at **Form-C**, Part-7 of Bid Document)..."

Part -3 : Instruction to Bidders

3. "...Form-C: Tender Forms and Data Sheets, Part-7 of the Bid Document...." indicated under Clause 10 (i) (iv) (b) shall be read as "... **Form-L**: Tender Forms and Data Sheets, Part-7 of the Bid Document....".
4. "Power of Attorney (as per format provided at Form-D, Part-7 of Bid Document)..." indicated under Clause 10(i) (iv) (c) shall be read as "Power of Attorney (as per format provided at **Form-C**, Part-7 of Bid Document)..."
5. ".... Form C, Tender Forms & Data Sheets of Part-7 of the Detailed Bid Document..." indicated under Clause 15 (ii) shall be read as "..... **Form L**, Tender Forms & Data Sheets of Part-7 of the Detailed Bid Document..."

Part-7: Tender Forms and Data Sheets

6. **Form L**: Bid Security / EMD Form included as **Annexure-I**.

All other terms and conditions contained in the Bid Document shall remain unchanged.


31/03/2023
Executive Director
Contract & Procurement

Design, fabrication, supply, installation & commissioning of penstock & steel in-liner of Khandong Power Station (2 x 23 MW), Umrongso, Assam



Bid Document
Part-7: Tender Forms and Data Sheets

FORM - L: BID SECURITY/EMD FORM

[On Non-Judicial Stamp Paper / Court Fee Stamp]

Guarantee No.:

Place: _____

Date: _____

To,

The Executive Director,
Contracts & Procurement,
NEEPCO Ltd.,
Brookland Compound, Lower New Colony,
Shillong-793003, Meghalaya, India

Whereas the North Eastern Electric Power Corporation Limited, Shillong (hereinafter referred to also as the 'Corporation') has called for tender for the work "**Design, fabrication, supply, installation & commissioning of penstock & steel in-liner of Khandong Power Station (2 x 23 MW), Umrongso, Assam**" vide NIB No. 431 Dated 10-03-2021 and whereas _____ (hereinafter referred to as the 'Contractor') has submitted tender for the aforesaid work.

And whereas one of the conditions of the tender is that the intending bidders should furnish in lieu of Earnest Money Deposit, a Bank Guarantee for Rs. _____ only along with the tender.

Now therefore this witnesseth:

We, the (name and address of the bank) _____ having its registered office at _____ (hereinafter referred to as the **Bank**) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation.

That it shall in the event of the Contractor failing to keep open the tender for acceptance for a period of 6(Six) calendar months from the date of opening of techno-commercial bid and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of Contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30 days from the date of acceptance of the tender or to renew this guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demur, reservation/contest, recourse or protest and or without any reference to the Contractor and without waiting for the results of any litigation, dispute whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation, the sum of Rs. _____ (Rupees _____) only.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee the decision of the Corporation, shall be final and shall be accepted by the Bank without any reference to the Contractor.

That the Guarantee herein contained shall remain in full force and effect during the period taken for finalising the contract and execution of the agreement.

That it shall continue to be enforceable until the Guarantee is fully discharged.

That this Bank Guarantee shall be enforceable against the Bank even if any negotiable instrument shall be outstanding against the Bank at the time of the proceeding.

That is to give effect to the Guarantee, the Corporation shall be at liberty to act as though the Bank were the principal debtors.

That the Bank shall not be released of its obligation under this Guarantee by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

Design, fabrication, supply, installation & commissioning of penstock & steel in-liner of Khandong Power Station (2 x 23 MW), Umrongso, Assam	 ISO 9001, 14001, & 45001	Bid Document Part-7: Tender Forms and Data Sheets
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That this Guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the enforcement of the same;

And that the Bank shall not revoke the Guarantee during its currency except with the previous consent in writing of the Corporation.

Notwithstanding, anything contained hereto before it is mutually agreed.

That the liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____) only.

That it shall be in full force only for a period up to and it will hold good for any demand made by the Corporation, in the meanwhile.

And that if any further extension of this guarantee is required the same shall be extended to such required period on receiving instruction from the Corporation.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the Corporation and the Contractor and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or tribunal or any other authority and that any payment made by the Bank to the Corporation under the guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly, the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the bank or the Contractor.

In witness where-of I _____ The Agent /Manager of the Bank who is duly authorized in this behalf as per rules of the Bank hereby set my hand and seal to this on this the _____ the day of _____/_____.

Witness

(Signature)

(Name).....

(Signature)

(Name).....

(Official Address)

Designation with

Bank Stamp

Authority as per Power of Attorney No.

Date.....

Note:

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the Stamp Act applicable to that particular state of Indian Union, where executed.
2. The executing officers of the Bank Guarantee for Earnest Money Deposit / Bid Security shall clearly indicate in block letters his name, designation, Power of Attorney No. etc.
3. Each page of the Bank Guarantee shall be signed/ initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid under the seal of the Bank.
4. Stamp paper shall be purchased in the name of the Bank issuing the Bank Guarantee.
5. The Bank Guarantee issued must be routed through SFMS (Structured Financial Messaging System) platform. For NEEPCO HQ at Shillong, State Bank of India (SBI), Shillong is the Bank Guarantee advising bank for NEEPCO. The Bank Guarantee issuing Bank will have to map SBI, Shillong for confirmation through electronic /SFMS mode. The Account details of NEEPCO with SBI, Shillong are as under:
 - a) Name of the Bank: SBI, Main Branch, Shillong
 - b) Name as per bank record: North Eastern Electric Power Corporation Ltd.
 - c) Bank A/c No: 10881522463
 - d) Type of A/c: Cash Credit A/c
 - e) IFS Code: SBIN0000181