

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED



भारत सरकार का उद्यम: A Govt. of India Enterprise

मिनीरत्न : श्रेणी-I: Miniratna : Category-I

एनटीपीसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी

A Wholly owned subsidiary of NTPC Ltd



OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACT & PROCUREMENT)

CORRIGENDUM No. 2 Dated 07.03.2025

To

NIB No.475 Dated: 21.01.2025

For

Package-III: ELECTRO-MECHANICAL WORKS for 186 MW Tato-I Hydro Electric Project, Arunachal Pradesh, comprising of Turbine-Generator Units capable of generating 62 MW each at Generator Terminals for a total installed capacity of 186 MW, including all auxiliaries, Generator Transformers, 220kV GAS Insulated Switchgear (GIS), 245 kV Pot Head Yard, Control & Protection Systems etc.

Corrigenda to the Bid Document are hereby issued as below:

Sl. No	Bid Stipulation	Amendment
1.	Clause No. 6.6:(Bids by Merged/Acquired/ Demerged / Subsidiary Companies) of Sec-I, Detailed NIB, Vol-I of Bid document: Sub Clause No.6.6.3: Wholly owned Indian subsidiary company having guaranteed support from their parent company can also participate in the bidding process. The bidder can utilize the technical and financial credentials of its 100% of parent company and / or of 100 % subsidiary company/companies, which are wholly owned by the same parent company. Provided, the Parent Company / subsidiary Company /Companies commits to sign a separate Agreement (Guarantee of the Parent Company to NEEPCO) with NEEPCO as per enclosed format evincing full support for the Technical and Financial requirement of the subsidiary Company and commit to take up the work itself in case of non-performance by the subsidiary company in the event of award of work to the subsidiary Company. An undertaking by the parent/ holding company to this effect shall be submitted along with the bid as per enclosed format. A subsidiary company intending to qualify on the strength of Parent Company shall not be allowed to participate as a sub-contractor.	Clause No. 6.6:(Bids by Merged/Acquired/ Demerged / Subsidiary Companies) of Sec-I, Detailed NIB, Vol-I of Bid document: Sub Clause No.6.6.3: If the Bidder Company is a Subsidiary Company and applies for qualification on the unconditional technical and financial strength of the Parent/Holding Company, the same shall be considered provided the Parent/Holding Company commits to sign a Separate Agreement with NEEPCO Ltd (as per Proforma enclosed at Form-F1 or F2 of Vol-I, Sec-VI, Bid Forms & Other Forms of bid document) confirming full support for the General, Specific and Financial requirements of the Subsidiary Company and commits to take up the works itself in case of non-performance by the Subsidiary Company in the event of award of the works to the Bidder Subsidiary Company. An undertaking by the Parent/ Holding Company to this effect shall be submitted along with the bid (as per Proforma enclosed at Form-G of Vol-I, Sec-VI, Bid Forms & Other Forms). A Subsidiary Company intending to qualify on the strength of Parent/ Holding Company shall not be allowed to participate as a 'Sub Contractor /

पंजीकृत कार्यालय: ब्रुकलैंड कम्पाउंड, लोअर न्यू कॉलोनी, शिलांग-793003

Registered Office: Brookland Compound, Lower New Colony, Shillong - 793 003

वेबसाइट / website - www.neepco.co.in ई-मेल / email - contract@neepco.co.in

सीआईएन / CIN - U40101ML1976GOI001658

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

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OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACT & PROCUREMENT)

	Manufacturer'. Further, participation in bid is restricted to either Parent/Holding Company or Subsidiary company and not by both. For the purpose stated herein above in this clause, 'Parent Company' shall mean the 'Holding Company' owning majority (more than 50%) shares of such Bidder (Subsidiary) Company. Similarly, by extensions of this interpretation, if "A" is owned by a 'Holding Company' "B" which in turn is owned by another 'Holding Company' "C", then "C" is construed as the 'Parent Company' of "A" as well as "B" and so on. An apex 'Parent Company' may own number of independent Subsidiary/Group Companies and if any of these Subsidiary/Group Company commits assured support and unhindered access to its assets and resources to another Subsidiary/Group Company (Bidder in this case) under the same apex 'Parent Company' then experience and other credentials of such Subsidiary/Group Company shall be considered for qualification of the Bidder Subsidiary Company provided such commitment is evidenced/ authorized and guaranteed by the apex 'Parent Company'. In case Bidder Company (Subsidiary Company) gets qualified and awarded the work package, the Parent/ Holding Company will be required to furnish an additional performance bank guarantee of value equivalent to 3 (three) percent of the Contract Price or portion of work (Where the Subsidiary Company is Joint Venture Partner) as the case may be (as per Proforma enclosed as 'Performance Guarantee Form for Parent/ Holding Company Bank Guarantee' at Vol-I, Sec-VI, Bid Forms & Other Forms of Bid Document), in addition to normal Performance Bank Guarantee to be submitted by the Bidder Company to the Employer besides entering into a separate Agreement (as per Proforma enclosed at Form-F1 or F2 of Vol-I, Sec-VI, Bid Forms & Other Forms of Bid Document). The experience of subsidiary companies of the
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पंजीकृत कार्यालय: ब्रुकलैंड कम्पाउंड, लोअर न्यू कॉलोनी, शिलांग-793003

Registered Office: Brookland Compound, Lower New Colony, Shillong - 793 003

वेबसाइट / website - www.neepco.co.in ई-मेल / email - contract@neepco.co.in

सीआईएन / CIN - U40101ML1976GOI001658

[Handwritten Signature]

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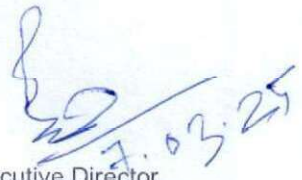
OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACT & PROCUREMENT)

		Parent/ Holding Company will be considered experience of the Parent/ Holding Company. However, for fulfillment of financial criteria, financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of consolidated printed Annual Report for the preceding 5 (five) years ending FY 2023-24 of the Parent Company/ Apex Parent Company submitted by the Bidder along with the Bid. Wherever the annual reports are prepared for Calendar Year, then the reports up to 2024 shall be considered.
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Forms and format of Performance Guarantee given below is attached herewith as part of Corrigendum.

1. Form F1: Parent/Holding Company Agreement
2. Form F2: Parent/Holding Company Agreement (In case of Joint Venture/Consortium)
3. Form G: Undertaking from Parent/Holding Company
4. Format of Performance Guarantee Form for Parent/Holding Company Bank Guarantee

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


Executive Director
Contract & Procurement
NEEPCO, Shillong.

FORM-F1

PARENT/ HOLDING COMPANY AGREEMENT

THIS AGREEMENT IS MADE on this the..... th day of between the NEEPCO Ltd, a company incorporated under the laws of India and having its Registered Office at Brookland Compound, Lower New Colony, Laitumkhrah, Shillong-793001, Meghalaya, India (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and (name of Parent/Holding Company) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Parent/Holding Company" which expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/Holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the works being awarded to M/s..... (name of Subsidiary Company) and further agreeing to enter into a separate agreement with the Employer besides furnishing an additional Performance Bank Guarantee of value equivalent to 3% of the Contract Price, the Employer has entered into a Contract with M/son(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns) for the execution of (name of work package) for Pkg-III, Electro-Mechanical Works of Tato-I Hydro Electric Project (3 x 62 MW) in the state of Arunachal Pradesh, India (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/Holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to the Contractor and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Employer and the Contractor for the execution of the Work described therein of Pkg-III E-M Works of Tato-I Hydro Electric Project, (3 X 62 MW) in the state of Arunachal Pradesh in India.
- 3(a) The Parent/Holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by the Contractor under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to the Contractor for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/Holding Company.
- 3(b) In the event of breach and/ or failure on the part of the Contractor to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/Holding Company and the Parent/Holding Company

shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Contractor under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides encashing the Bank guarantee(s).

- 3(c) The Parent/Holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge, and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.
- 3(d) It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Parent/Holding Company and the Parent/Holding Company shall be liable to fulfil its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Contractor for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Employer may at its option be entitled to act as if the Parent/Holding Company was the Contractor for successful completion of the works.

In the event, qualification of the Bidder/ Subsidiary Company is considered on the credentials of another Subsidiary/ Group Company under the same apex 'Parent Company' and due to any reason whatsoever, 'Parent Company' or any other group company wants to divest its investment in the direct or indirect subsidiary(ies) as a result of which any of these companies may not remain subsidiary(ies) of the 'Parent Company' then the 'parent Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Applicant subsidiary Company.

- 3(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of of General Conditions for the Contract, the Contractor is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Contractor does not carry on the work satisfactorily, the Employer by notice to the Parent/Holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.
4. It is agreed that the obligations undertaken by the Parent/Holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Contractor pending before any court, tribunal, arbitration or any other authority or forum.
5. This Agreement shall come into force and effect upon the Commencement Date of the Contract and shall remain in force and effective till the date of expiry of the Defects Liability Period by the Employer pursuant to the Conditions for the Contract.
6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Contractor to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force

notwithstanding discharge of Contractor by operation of any law or insolvency/
bankruptcy / winding up/dissolution of the Contractor.

7. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Contractor and to extend time for performance thereunder by the Contractor or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Employer against the Contractor and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Employer from the Contractor and the Parent/Holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Contractor or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/ Holding Company from its obligations and liabilities hereunder.
8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Contractor from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Law of India.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/ Particular / Special Conditions of Contract. The venue of arbitration shall be Shillong, India, and the arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996. The courts of Shillong, Meghalaya shall have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON
THE..... DAY MONTH ANDYEAR FIRST ABOVE WRITTEN AT SHILLONG,
MEGHALAYA.

For and on behalf of the Employer
Company

(through authorized representative)

Witnesses:

1

2.

For and on behalf of the Parent/ Holding

(through duly authorized representative)

Witnesses:

FORM-F2
PARENT/ HOLDING COMPANY AGREEMENT
(In case of Joint Venture/Consortium)

THIS AGREEMENT IS MADE on this the..... th day of between the NEEPCO Ltd, a company incorporated under the laws of India and having its Registered Office at Brookland Compound, Lower New Colony, Laitumkhrach, Shillong-793001, Meghalaya, India (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and(name of Parent/Holding Company) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Parent/Holding Company" which expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/Holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the scope of works of M/s.....(name of subsidiary company) being awarded to Joint Venture of M/s..... (name of Joint Venture) and further agreeing to enter into a separate agreement with the Employer besides furnishing an additional Performance Bank Guarantee of value equivalent to 3% of the Contract Price, to the portion of work of M/s.....of Joint Venture, the Employer has entered into a Contract with the Joint Venture comprising M/sand M/s.....on.....(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns) for the execution of (name of work package) for Pkg-III, Electro-Mechanical Works of Tato-I Hydro Electric Project (3 x 62 MW) in the state of Arunachal Pradesh, India (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/Holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to its Subsidiary M/sand be responsible and liable for successful performance and completion of the works described in the said contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Employer and the Contractor for the execution of the Work described therein of Pkg-III E-M Works of Tato-I Hydro Electric Project, (3 X 62 MW) in the state of Arunachal Pradesh in India.
- 3(a) The Parent/Holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by M/s.....(name of subsidiary company) under the Contract and remain responsible to irrevocably and

Package-III: Electro-Mechanical Works for Tato-I Hydro Electric Project (186 MW), Arunachal Pradesh	 ISO: 9001, 14001, & 45001	Bid Document Vol-I, Sec-VI Bid Forms/ Other Forms/Formats/BG/Contract Agreement
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unconditionally provide full technical and financial support to M/s.....(name of subsidiary company) for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/Holding Company.

- 3(b) In the event of breach and/ or failure on the part of M/s.....(name of subsidiary company) to perform or fulfil any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/Holding Company and the Parent/Holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Contractor under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides encashing the Bank guarantee(s).
- 3(c) The Parent/Holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge, and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.
- 3(d) It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Parent/Holding Company and the Parent/Holding Company shall be liable to fulfil its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Contractor for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Employer may at its option be entitled to act as if the Parent/Holding Company was the Contractor for successful completion of the works.
- In the event, qualification of the Bidder/ Subsidiary Company is considered on the credentials of another Subsidiary/ Group Company under the same apex 'Parent Company' and due to any reason whatsoever, 'Parent Company' or any other group company wants to divest its investment in the direct or indirect subsidiary(ies) as a result of which any of these companies may not remain subsidiary(ies) of the 'Parent Company' then the 'parent Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Applicant subsidiary Company.
- 3(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of of General Conditions for the Contract, the Contractor is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Contractor does not carry on the work satisfactorily, the Employer by notice to the Parent/Holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.
4. It is agreed that the obligations undertaken by the Parent/Holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Contractor pending before any court, tribunal, arbitration or any other authority or forum.

5. This Agreement shall come into force and effect upon the Commencement Date of the Contract and shall remain in force and effective till the date of expiry of the Defects Liability Period by the Employer pursuant to the Conditions for the Contract.
6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Contractor to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Contractor by operation of any law or insolvency/ bankruptcy / winding up/dissolution of the Contractor.
7. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Contractor and to extend time for performance thereunder by the Contractor or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Employer against the Contractor and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Employer from the Contractor and the Parent/Holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Contractor or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/ Holding Company from its obligations and liabilities hereunder.
8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Contractor from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Law of India.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/ Particular / Special Conditions of Contract. The venue of arbitration shall be Shillong, India, and the arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 and its amendments, if any. The courts of Shillong, Meghalaya shall have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON
THE..... DAY MONTH ANDYEAR FIRST ABOVE WRITTEN AT SHILLONG,
MEGHALAYA.

Package-III: Electro-Mechanical Works for Tato-I Hydro Electric Project (186 MW), Arunachal Pradesh	 ISO: 9001, 14001, & 45001	Bid Document Vol-I, Sec-VI Bid Forms/ Other Forms/Formats/BG/Contract Agreement
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For and on behalf of the Employer Company

(through authorized representative)

Witnesses:

1

2.

For and on behalf of the Parent/ Holding

(through duly authorized representative)

Witnesses:

FORM-G

UNDERTAKING FROM PARENT/ HOLDING COMPANY

(On the letterhead of Parent/Holding Company)

No:

Date:.....

To

The Executive Director
Contract & Procurement,
NEEPCO Ltd., Shillong.

Sub: Package-III: Electro-Mechanical Works of Tato-I Hydro Electric Project (186 MW), Arunachal Pradesh.

Dear Sirs,

We, M/s..... (Name of the Parent/Holding Company) having registered office at (Address of the Parent/Holding Company) do hereby undertake that in case work (Name of work) is awarded to M/s (Name of the Bidder) who is participating in your subject Tender as a Sole Bidder / Constituent of JV, which is our subsidiary company, we on our strength/strength of (name of group company(ies)) under our control shall provide the full support for technical and financial requirements for the work “.....” (the scope of work of subsidiary company) and we shall be responsible for the successful completion of the scope of works of M/s..... (Name of the Bidder subsidiary company).

In case the Bidder, M/s (Name of Subsidiary company) gets qualified and awarded the work, We do hereby undertake;

- i) to enter into a separate agreement with the Employer as per the Employer's approved format included in the Bid documents.
- ii) to furnish an additional performance bank guarantee of value equivalent to three (3%) percent of the Contract Price/ three (3%) of the portion of work (where the subsidiary Company is a Joint Venture Partner) as the case may be, if the Bidder subsidiary Company is qualified on the strength of Parent/Holding Company or its group Company(ies) as per DNIB Cl. No. 6.6.3.

We do hereby also confirm that we are not participating either as a sole Bidder or in another way against the above Invitation for Bids.

Yours faithfully,

For & on behalf of M/s.
(Name & Address of the Parent/Holding Company)

Station:

Date:

(Office Seal)

Note:1. *This Letter of undertaking should be on the letterhead of the Parent/Holding Company and should be signed by a person competent and having the Power of Attorney to bind the*

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Parent/Holding Company. Power of Attorney in favour of this person to do so together with the authority of its executant be enclosed with this Letter of Undertaking.

Performance Guarantee Form for Parent/ Holding Company Bank Guarantee

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date

To,

The Executive Director
Contract & Procurement,
NEEPCO Ltd., Shillong.

Dear Sirs,

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 Award No. dated and the same having been acknowledged by the Contractor, for[Contract sum in figures and words] for [Name of the work], a subsidiary of [Name of the Parent /Holding Company] (hereinafter referred to as the "Parent/Holding Company"), which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), the said parent / holding company having agreed to enter into a separate Agreement No.datedwith the Employer and also agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract by the Contractor equivalent to(*)..... of the said value of the aforesaid work under the Contract to the Employer.

We [Name & 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, on demand any and all monies payable by the Parent / holding Company to the extent of(*)..... as aforesaid at any time up to.....(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor / Parent / holding company. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Parent / holding Company or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank 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 Bank 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 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 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/ Parent /holding Company and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove:

- i) 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

Signed for and on behalf of the Bank

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

2.
(Signature)

Including staff Authority No. with complete
Bank Address with Tel. Fax Nos.

.....
(Name)

.....

.....
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

Notes: 1. (*) This sum shall be three percent (3%) of the Contract Price

(@) This date will be Ninety (90) days beyond the Defects liability period as specified in the Contract.

2. 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 (6) 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.
3. 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.
4. 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.
5. 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.
6. The 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 SFMS mode. The Account details of NEEPCO with SBI, Shillong are as under:
 - (i) Name as per Bank record: North Eastern Electric Power Corporation Ltd
 - (ii) Account No. : 10881522463
 - (iii) Type of Account: Cash Credit A/c
 - (iv) IFSC code: SBIN0000181