

# नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(भारत सरकार का उदयम)

## NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

NEEPCO NEEPCO ISO: 9001, 14001, & 45001

भारत सरकार का उद्यम A Govt. of India Enterprise मिनीरत : श्रेणी-I Miniratna : Category-I

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

Ltd

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OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)
Brookland Compound :: Lower New Colony
Shillong-793 003 :: Ph: 91-364-2227784
Corporate Identity Number (CIN): U40101ML1976GOI001658

## Corrigendum No. 7 Dated 13-03-2025

To

NIB No. 467 Dated 27-11-2024 (International Competitive Bidding)

for

Engineering, Procurement, Construction and Commissioning of Civil, Hydromechanical Works and specified permanent Project Roads for Heo Hydro Electric Project (240 MW) in Shi Yomi District, Arunachal Pradesh (earlier named as "EPC Turnkey execution of Heo Hydro Electric Project (240 MW) in Shi Yomi District, Arunachal Pradesh")

The following Corrigenda to the Bid document are hereby issued:

## Vol-I, Part-2(ITB)

1. The 2<sup>nd</sup> paragraph stipulated under Clause 15(ii) stands modified as under:

"Alternatively, the Bidder may submit the Bid Security in the form of account payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque /Insurance Surety Bond (the format of Insurance Surety Bond for Bid Security is also provided under Form C, Vol-V of Bid Document) / payment through "SB-COLLECT" of State Bank of India or payment online also. The Demand Draft should be drawn on Nationalised Bank/Scheduled Bank only located in the country of the Employer in favour of NEEPCO Ltd. payable at Shillong."

## Vol-III, Part-3: Contract Forms

- 2. The sentence "(@) This date shall be the end of the Defects Notification Period" stipulated under Notes at SI. No. 1 of "PERFORMANCE SECURITY BANK GUARANTEE FORM" at SI. No. 2 & 3 stands modified as "(@) This date shall be sixty (60) days after the end of the Defects Notification Period".
- 3. In addition to the existing three separate formats of Bank Guarantee for Performance Security, each provided at Sl. No. 2, 3 & 4, three separate formats of 'Insurance Surety Bond' for Performance Security are also provided each at Sl. No. 2, 3 & 4, which are attached herewith at **Annexure-I.**

## **Vol-V: Tender Forms and Data Sheets**

4. In addition to the existing format of Bank Guarantee for Bid Security provided under Form-C, a separate format of 'Insurance Surety Bond' for Bid Security is also provided under Form-C, which is attached herewith at **Annexure-I**.

# Vol-VI, Part-2(Schedule of Payment)

5. SI. No. 10.1 of "Schedule of payments for "Hydro Mechanical Works"" stands modified as under: "Supply, transportation, insurance, storage of spillway Radial Gates with all embedments and all accessories complete in all respects".

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

(N. Basumatary)
Executive Director
Contracts & Procurement

### FORMAT OF INSURANCE SURETY BOND FOR BID SECURITY

(Refer Sub-clause 15(ii) of ITB)

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

(10 be executed on Non-Judicial Stamp Paper of Appropriate Value)
Insurance Surety Bond No
Date:
(Name of Work vide NIB No Dated)
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 (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 Bid Document.

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 abovenamed 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 BID SECURITY

- Insurance Surety Bond for Bid Security /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 Bid Security/ Earnest Money 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 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 issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) 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 Stamp. 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 (i.e. NEEPCO Ltd.) 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 Bond 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 a forwarding letter.

### FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(Refer Sub-clause 4.2 of GCC/PCC)

(To be submitted by the Contractor)

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

Insurance Surety Bond No
Date
To:
The Executive Director 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
We

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 Boonly and only if Employer serves upon Surety a written claim or demand on or before		
Date	d this 20	at	
WITN	IESS	Signed for and on behalf of the Insurance Company	
	(Signature)	(Signature)	
	(Name)	(Name)	
	(Official Address)	(Designation with Stamp of Insurance Company)/with staff Authority no.	
		Complete Address of the Insurance Company with Telephone No. and e Mail Id.	

## Notes:

- 1. (\*) This sum shall be ..... percent of the Accepted Contract Amount denominated in the types and proportions of currencies as guided by Clause 4.2 of PCC.
  - (@) This date shall be sixty (60) days after the end of the Defects Notification Period as specified in the Contract.
  - (+) This date will be guided by Clause 4.2 of GCC/PCC.
- 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 (i.e. NEEPCO Ltd.) 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 Employer.
- 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

(Refer Sub-clause 4.2 of GCC/PCC)

(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	

To:

The Executive Director
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. (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 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 Bon only and only if Employer serves upon Surety a written claim or demand on or befor		
Dated	d thisday of	20 at	
WITN	ESS	Signed for and on behalf of the Insurance Company	
	(Signature)	(Signature)	
	(Name)	(Name)	
(	(Official Address)	(Designation with Stamp of Insurance	
		Company)/with staff Authority no.	
		Complete Address of the Insurance Company	
		with Telephone No. and e Mail Id.	

### Notes:

- 1. (\*) This sum shall be ... % (......percent) in proportion of the participation share of the partner in the Joint-Venture totaling to three percent of the Accepted Contract Amount denominated in the types and proportions of currencies as guided by Clause 4.2 of PCC.
  - (@) This date shall be sixty (60) days after the end of the Defects Notification Period as specified in the Contract.
  - (+) This date will be guided by Clause 4.2 of GCC/PCC.
- 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 (i.e. NEEPCO Ltd.) 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 Employer.
- 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

(Refer Sub-clause 4.2 of GCC/PCC)

(To be submitted by the Sub-Contractor)

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

	Insurance Surety Bond No
	Date
To:	
	The Executive Director Contracts & Procurement, North Eastern Electric Power Corporation Ltd., Brookland Compound, Lower New Colony, Shillong-793003 Meghalaya, India
Dear Sir	(s),
expressi administ Register expressi administ No [Accepte alongwith referred thereof, Undertal and the faithful	ideration of the [Employer's Name] (hereinafter referred to as the 'Employer' which ion shall unless repugnant to the context or meaning thereof, include its successors, trators and assigns) having awarded to M/s[Contractor's Name] with its red/Head Office at (hereinafter referred to as the 'Contractor', which ion shall unless repugnant to the context or meaning thereof, include its successors, trators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance
(hereina meaning underta demur, (individu conclusi dispute to revok	[Name & Address of the Insurance Company] having its Head Office at

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 Sub- 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 Sub-Contractor, and to exercise the same at any time in any manner, and either to

guarantee or till ......[days/month/year] whichever is earlier.

enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor, Deed of Undertaking executed by the Contractor alongwith its Sub-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.

i)	Our liability under this Insurance Surety Bo	nd shall not exceed(*)	
ii)	This Insurance Surety Bond shall be valid up to(+)		
iii)		nt or any part thereof under this Insurance Surety Bond n Surety a written claim or demand on or before	
Date	d this 20 20	at	
WITN	IESS	Signed for and on behalf of the Insurance Company	
	(Signature)	(Signature)	
	(Name)	(Name)	
	(Official Address)	(Designation with Stamp of Insurance Company)/with staff Authority no.	
		Complete Address of the Insurance Company with Telephone No. and e Mail Id.	

## Notes:

- 1. (\*) This sum shall be ..... percent of the value of the sub-let works as identified in the Contract as guided by Clause 4.2 of PCC.
  - (@) This date shall correspond to the scheduled date for completion of sub-let works.
  - (+) This date will be guided by Clause 4.2 of GCC/PCC.
- 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 (i.e. NEEPCO Ltd.) 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 Employer.
- 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.