

SECTION – B

Information and Instruction for Bidders (Modifications)

NJC Hydro Power Limited has issued Section-B “information and instructions for bidders” for Package NHPL/Contracts/Civil/Package No. II-A, following amendment is notified:-

Modification in Clause no. 3.9

Earnest Money Deposit

Clause No.	Original	To be read as
3.9 (i)	<p>Earnest Money Deposit of Rs. 2,00,00,000/- (Rupees Two Crore only) must accompany each Bid. The Earnest Money Deposit shall be paid in favour of NJC Hydro Power Limited, Noida by way of either of the following: -</p> <p>a. A demand draft on any nationalized/scheduled Bank; or</p> <p>b. A Bank guarantee from any scheduled Indian bank or a foreign bank approved by the Reserve Bank of India (in the Form annexed at Exhibit 1 of Section B).</p>	<p>Earnest Money Deposit of Indian Rs.. 20,000,000/- (Indian Rupees Twenty Million only) must accompany each Bid. The Earnest Money Deposit shall be paid in favour of NJC Hydro Power Limited, Noida by way of a Bank guarantee from any scheduled Indian bank or a foreign bank approved by the Reserve Bank of India (in the Form annexed at Modified Exhibit 1 of Section B).</p>
3.9 (ii)	<p>The Earnest Money Deposit shall be paid to and retained by NHPL until the end of Bid Validity Period and if such Bid Validity Period is extended by NHPL the Earnest Money Deposit shall continue to be retained for all such extended periods as well. In the event that the Earnest Money Deposit is furnished by the Bidder by way of a Bank Guarantee, the period of validity of the Bank Guarantee shall be in terms of the foregoing, failing which the Bidder's Bid shall not be considered by NHPL.</p>	<p>The Earnest Money Deposit shall be paid to and retained by NHPL until the end of Bid Validity Period and if such Bid Validity Period is extended by NHPL the Earnest Money Deposit shall continue to be retained for all such extended period as well. In addition a claim period of 90 days beyond the Bid Validity Period alongwith extension, if any, as indicated in Modified Exhibit-1 of this section shall be incorporated, failing which the Bid shall not be considered by NHPL.</p>

3.9 (v)	The Earnest Money Deposit of the successful Bidder shall be adjusted towards the Initial Performance Security as required under the General Conditions of Contract upon award of the contract for the Works.	The Earnest Money Deposit of the successful Bidder shall be returned after the deposition of Initial Performance Security by successful bidder as required under the General Conditions of Contract upon award of the contract for the Works.
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All other Information and Instructions shall remain unchanged

Modified Exhibit 1 of Section B: Form Of Bank Guarantee For Earnest Money Deposit

[Date]

Director
NJC Hydro Power Limited
Bhilwara Towers
A-12, SECTOR - 1
Noida - 201 301.

WHEREAS NHPL has issued a Notice Inviting Bid Dated _____ (hereinafter the "NIT") inviting prospective bidders to submit their bids for the construction of Head Race Tunnel from RD 434.480 To RD 13175.895, Sand Flushing Tunnel, Access Adits and Taksang Chhu Scheme for the Nyamjang Chhu Hydro Electric Project (hereinafter referred to as the "Works") on the terms and conditions stipulated under the Bid Documents.

WHEREAS _____ pursuant to the NIT, _____ (hereinafter the "Bidder") has submitted its Bid dated _____ for the execution and completion of the Works (hereinafter called "the Bid")

AND WHEREAS in terms of Clause 3.9 of the Information and Instruction for Bidders contained in the Bid Documents, the Bidder is required to furnish a Bank Guarantee for amount of earnest money deposit for a sum of INR ----- (Indian ----- Only) (hereinafter the "Bank Guarantee") along with the Bid, for compliance by the Bidder of its obligations under the Bid Documents.

AND WHEREAS pursuant to the request by the Bidder and for the purposes set out above, we _____ have agreed to furnish this Bank Guarantee on the terms set forth hereunder.

NOW THEREFORE WE _____ of _____ having our registered office at _____

(herein after called "the Bank") hereby affirm that the Bank is the Guarantor and responsible to NHPL on behalf of _____ having registered office at _____ (hereinafter called the "Bidder") for performance of its obligations under the Bid Documents upto a total of INR ----- (Indian Rupees ----- Only) and the Bank undertakes to pay you, upon first written demand and without cavil or argument or demur any sum or sums within the limit of INR----- (Indian Rupees -----Only) as aforesaid without your needing to prove grounds or reasons for your demand for the sums specified therein.

The Bank hereby waives the necessity of your demanding the said money from the Bidder before presenting the Bank with the demand.

The Bank further agrees that no change or addition or modification of the terms of Bid Documents or the Bid shall in any way release the Bank from the liability under this Bank Guarantee and the Bank hereby waives notice of any such change, addition or modification.

Payment against this Bank Guarantee shall be made against surrender of the original Bank Guarantee by NHPL to the Bank.

The Bank further agrees that this Bank Guarantee will remain in force up to the period which is later of (a) 180 (one hundred eighty) days from date of submission of Bid by the Bidder; or (b) the period for which the Bid Validity Period is extended by NHPL. Any claim to be made under Bank Guarantee must be made on us within 90 days of the expiry date of Bank Guarantee in accordance with the provisions mentioned herein above. Unless such a demand is made upon us within the said stipulated period of 90 days or such extended period for which the Bank Guarantee has been extended beyond its expiry date, the Bank Guarantee shall lapse *ipso facto*.

This Bank Guarantee is executed by the Bank on this _____ day of _____

(Signature of the Bank)

(Signature of the Bank)

Name of Witness _____

Address of Witness _____
