

SECTION – B

Information and Instruction for Bidders

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1 PROJECT INFORMATION

- Owner - NJC Hydro Power Limited (NHPL)
- Project Executing Authority - NHPL
- Project Title - Nyamjang Chhu Hydro Electric Project (hereafter the "Project")
- Nearest Airport - Guwahati/Tezpur (Assam)
- Approach Road - National Highway No. 52 & 13
- Altitude of Project Site - ± 2250 m to ± 1100 m
- Ambient Temperature - Maximum 20°C
Minimum -4°C
- Average Annual Rainfall - 2000 mm

2 SALIENT FEATURES

The salient features of the Project are given below:

1.	LOCATION	
	State	: Arunachal Pradesh
	District	: Tawang
	River	: Nyamjang Chhu
	Vicinity	: Tawang
	Longitude at diversion site	: 91°43'37"E
	Latitude at diversion site	: 27°43'06"N
	Longitude at PH site	: 91°41'12"E
	Latitude at PH site	: 27°31'16"N
2.	HYDROLOGY	
	Catchment area at diversion site	: 2650 Sq. Km.
	Catchment area of Taksang Chhu	: 154 sq. Km
	Design Flood (Standard Project Flood)	: 3400 m ³ /s
	Design Discharge	: 87 m ³ /s
3.	BARRAGE	
	Length of Barrage	: 151.75 m
	Embankment Length	: 89.0m
	H.F.L	: 2114.90 m
	F.R.L	: 2114.9 m
	Average river bed level	: 2106.20 m
	Max. height of Barrage above Avg. River Bed Level	: 11.20 m
	Bridge deck level	: 2117.40 m
	Design Flood (SPF)	: 3400 m ³ /s
3(a).	SPILLWAY	
	Type	: Gated
	No. of Bays	: 10 Nos.
	Length of Bay	: 10.00 m

	Sill level	:	2108.4 m
	Size of gates	:	6.5 m(H) x 10 m(W)
	Type of gate	:	Vertical lift gates
	Energy Dissipation arrangement	:	Stilling Basin type
3(b).	UNDERSLUICE		
	Type	:	Gated with Breast Wall
	No. of Bays	:	3 Nos.
	Length. of Bay	:	5.00 m.
	Sill Level	:	2105.30 m
	Size of gates	:	5.7m (H) x 5m (W)
	Type of gates	:	Vertical lift gates
	Energy Dissipation System	:	Stilling Basin.
4.	HEAD REGULATOR		
	Length	:	52.3 m
	MDDL	:	2111.0 m
	Sill level	:	2108.0 m
	Bridge deck level	:	2117.4 m
	No. of bays	:	6 Nos.
	Length of bay	:	6.3 m
	Size of gates	:	6.3 m(W) x 2.9 m(H)
	Type of gates	:	Vertical lift gates
	No. of shingle excluder ducts	:	6 Nos.
	Sill Elevation shingle excluder ducts	:	2106.37 m
	Size of shingle excluder ducts	:	1m (H) x 1.5 m (W)
	Length of shingle excluder ducts	:	Varies from 60 m to 105 m
5.	FEEDER CHANNEL		
	Length	:	Varies from 46 m to 106 m
	Total width	:	52.8 m
	No. of channels	:	6 Nos.
	Width of each channel	:	6.3 m
	Depth of flow	:	Varies from 3 m to 6.9 m
	Velocity of flow at MDDL	:	0.75 m/s

6.	DESANDING ARRANGEMENT	
	Type	: Surface basins Hopper type
	No. & size of desanding basin (LxBxH)	: 6 Nos 130 m x 10.50 m x 18.15 m
	Particle size to be excluded	: 0.20 mm and above
	Flow through velocity	: 0.2 m/s
	Flushing velocity	: 4.5 m/s
	Dia. of sand flushing tunnel	: 3.0 m
	Length of sand flushing tunnel	: 1853 m
7.	HEAD RACE TUNNEL	
	Type and Size	: Concrete Lined Circular Shaped, 6.20 m Finished Dia.
	Velocity	: 2.88 m/s
	Length	: 25203 m
	Design discharge	: 87 m ³ /s
	Average Slope (RD 438.41 m to RD 20504.38 m)	: 1 in 162.64
	Average Slope (RD 20504.38 m to RD 25136.83 m)	: 1 in 25.63
8.	Taksang Chhu Scheme	
	Diversion Weir Type	Trench Weir
	Design Discharge	5 m ³ /s
	Weir Elevation	El. 2153.9 m
	Desilting Chamber No. and Size	1no 75mx8mx4.5m, Underground
	Sand Flushing Tunnel Dia, Length	3 m dia, 190 m
	Vertical Drop Shaft Dia, Height	3 m, 96 m
	Connecting Tunnel Dia., Length	3.0 m, 158 m
9.	ADITS	
	Type	: D – Shaped
	Adit No.-1 (To HRT)	: 7.0m x 6.0m, Length =448.0 m
	Adit No.-2 (To HRT)	: 7.0m x 6.0m, Length =1067.0 m

	Adit No.-3 (To HRT)	:	7.0m x 6.0m, Length =316.0 m
	Adit No.-4 (To HRT)	:	7.0m x 6.0m, Length =460.0 m
	Adit No.-5 (To HRT)	:	7.0m x 6.0m, Length =645.6 m
	Adit No.-6 (To HRT)	:	7.0m x 6.0m, Length =499.7 m
	Adit No.-7 (To HRT)	:	7.0m x 6.0m, Length =556.5 m
	Adit No.-8 (To HRT)	:	7.0m x 6.0m, Length =679.1 m
	Adit No.-9 (To Surge Shaft)	:	7.0m x 6.0m, Length =399.5 m
	Adit No. 10 (To Pressure Shaft)	:	7.0m x 6.0m, Length =408.5 m
	Adit No. 11 (To Pressure Shaft)	:	7.0m x 6.0m, Length =674.25 m
10.	SURGE SHAFT		
	Type	:	Open to sky, Restricted orifice type.
	Size:	:	4.0 m & 10.0 m.
	Height from Orifice Slab	:	404.36 m high.
	Maximum Upsurge Level	:	2171.20 m
	Minimum Downsurge Level	:	2031.80 m
	Bottom Level	:	1770.63 m
	Top Level	:	2175.0 m
11.	PRESSURE SHAFT		
	Type	:	Steel Lined
	Size of Main Pressure Shaft	:	1 No., 4.67 m dia, 913.0 m long
	Branch Pressure Shaft	:	2 No., 3.3 m dia, 1164.0 m long each
	Size of Unit Pressure Shaft	:	6 No, 1.9 m dia, 62.0 m long each
	Velocity	:	5.07 m/s
	Thickness of steel liner	:	25 mm to 45 mm thk.
	Butterfly Valve Chamber	:	16.75 m (H) x 9 m (W) x 38.7 m (L)
	Main Inlet Valve Chamber	:	16.70 m (H)x 8 m (W) x 113.45 m (L)
12.	POWERHOUSE		
	Type	:	Underground
	Installed Capacity	:	780 MW (6 x 130 MW)
	Size	:	161.86 m(L)x 16 m(W) x 41.35 m (H)
	Maximum gross head	:	1057.40 m

	Min Net Head	:	999.60 m
	Rated Net head	:	1014.20 m
	C/L of Turbine	:	1057.50 m
	Erection bay floor level	:	1070.50 m
	Crane beam level	:	1080.50 m
	Maximum TWL	:	1054.0 m
	Capacity of E.O.T crane	:	2 x 150 MT
13.	TRANSFORMER Cum GIS CAVERN		
	Size	:	234.0 m (L) x 15 m (w) x 25.02 m (H)
14.	MAIN ACCECSS TUNNEL		
	Length	:	888.91 m
	Shape and Size	:	D-shape, 7.0 m (W)x 7.0 m(H), Invert Concrete Lined
15.	CABLE VENTILATION TUNNEL		
	Length	:	791.39 m
	Shape and Size	:	D-shape, 7.0 m (W)x 7.0 m(H), Concrete Lined
16.	TAILRACE TUNNEL		
	Type	:	D- shaped
	Size	:	7 m x 7m, 2546.64 m Long, Concrete Lined
	Slope	:	1 in 704
	Tail Race Outfall/ End gate		
	Type	:	Vertical Lift Gate
	Size	:	7 m (W) x 7 m (H)
17.	TURBINES		
	No. & Type	:	6 No., Vertical Shaft Pelton.
	Rated Power (at generator terminal)	:	780.0 MW
	Rated net Head	:	1014.20 m
	Rated discharge	:	87 cumec.

18.	MAIN INLET VALVE (MIV)		
	Type	:	Spherical valve
	Diameter	:	3.0 m
19.	GENERATOR		
	Type	:	Synchronous Type
	Number	:	6 Nos.
	Rated Capacity	:	144.45 MVA
	Nominal Active Power	:	130.0 MW
	Rated Voltage	:	13.8 kv
20.	MAIN GENERATOR STEP UP TRANSFORMER		
	No. of Single Phase Transformer	:	20 Nos.
	Rated Output	:	60 MVA
	Rated Voltage	:	13.8 KV/ 400 KV
	Frequency	:	50 Hz
	Type of cooling	:	OFWF
21	GAS INSULATED SWITCHGEAR (GIS)		
	Rated Voltage	:	400 kV
	No. of Bays	:	6 Transformer Bays, 1 Bus Coupler Bay, 2 Outgoing Bays, and 2 Bus Reactor Bays
22.	AIS SWITCH YARD (400kV)		
	Area	:	138 m x 55 m
	Type	:	Surface at EL 1138.0 m

3 INSTRUCTIONS FOR BIDDERS

3.1 Eligibility Criteria

Bidders are required to meet following Technical and Financial criteria to bid for the works:

(a). Financial Eligibility:

- (i) Turnover during last three financial years for 2008-09, 2009-10 and 2010-11 not less than Indian Rupees 1500 million in any year and aggregating to Indian Rupees 4500 million.
- (ii) Networth of the Bidder in any of the years mentioned above is not less than Indian Rupees 750 million as per the last audited Balance Sheet ie 2010-11.

(b). Technical Eligibility:

- (i) Bidder has executed civil construction work in Hydro Power Projects of value not less than Indian Rupees 5000 million.
- (ii) Bidder has experience of working in extreme winter conditions of not less than three years.
- (iii) Bidder has done overall tunnelling work of not less than 5 km of Dia 4.5 Meter and above in Himalayan Region.
- (iv) Bidder has an experience of construction of at least one underground powerhouse of minimum width of 13.5 m.
- (v) Bidder has experience of construction of one surge shaft not less than 7.5 m dia and 100 m high or above in Himalayan Region.
- (vi) Bidder has achieved an average monthly progress of 60 m in tunnel excavation and concrete lining of at least 1500 cum consistently for at least 12 months at one face in any of the contracts executed by him.
- (vii) Bidder has experience in design, Fabrication Erection and commissioning of Hydro Mechanical Works like hydraulic vertical lift gates and hoist of minimum size 5 m x 5 m for hydro power projects.
- (viii) Bidder has experience of construction of inclined pressure shaft of not less than 4 m dia and 300 m inclined length or above in Himalayan region using raise climber.

3.2 Scope of Works

NHPL has divided the entire project in various packages for implementation of the project. NHPL invites Bid for Package-III from eligible Bidders for construction of Underground Power House Cavern, Transformer & GIS Cavern, Main Access Tunnel, GIB cum Ventilation Tunnel, Pressure Shaft, Valve House, MIV Cavern, Surge Shaft, Adits, Tailrace Tunnel, Switchyard, Hydro-mechanical Works and other Associated Works.

Following major items are required to be executed under the scope of work:

- i. Open cut and Underground excavation in all types of rock
- ii. Excavation, Transportation and Disposal of Muck to designated locations as per disposal plan.
- iii. Rock support viz. Rock Bolting, Rock Anchoring and Lattice Girder etc.
- iv. Reinforcement, Steel Lining, Shuttering and Steel Support works
- v. Instrumentation
- vi. Shotcreting & Wiremesh
- vii. Formwork
- viii. Concreting works
- ix. Drilling and Grouting works
- x. Dewatering
- xi. Design, Supply and installation of Embedded Earthing System
- xii. Design, fabrication, supply, erection, testing and commissioning of Tail Race Tunnel Gate and its hoist etc.
- xiii. Construction of Balance Permanent Access Roads.
- xiv. Maintenance of all Access Roads.

3.3 Scheduled Completion Date:

Successful bidder will be required to complete the work within a period of 48 Months (forty eight months) including mobilization period from the date of award of the work.

- 3.4 Bidders are required to note that the eligibility criteria set in clause number 3.1 is only for selection of a suitable Bidder and has no role in arriving the schedule date of completion for the works. Accordingly Bidders are required to plan the construction in such a manner that work as a whole is completed within the period mentioned in clause 3.3 herein above.

3.5 The specifications, standards and other details of the Works to be carried out by the Contractor are given in the “Technical Specifications” (Section F) of the Bid Documents. The Bidders are advised to study the same carefully before Bidding and they shall be deemed to have fully acquainted themselves with the Technical Specifications.

- (i) Bidders in their own interest, and at their own cost and expense may visit the Project and work site from 8 am to 4 pm to inspect and examine the Project Site and its surroundings and satisfy themselves, before submitting their Bids, in respect of the site conditions including but not restricted to the following which may influence or affect the Works or cost thereof or any other matter related to the Contract:
 - (a) Project Site conditions including access to the Project and Works Site, existing and additional required access roads and other means of transport/communication (other than those owned by NHPL) for use by the Contractor in connection with the Works;
 - (b) Requirement and availability of land, energy needs and other facilities for the Works, colonies, stores and workshops, etc.
 - (c) Ground conditions including those having a bearing upon transportation, disposal, handling and storage of materials required for the Works or obtained therefrom;
 - (d) Source and extent of availability of suitable materials including water, aggregates, etc. and labour (skilled and unskilled), required for Works and Laws and regulations governing their use and employment;
 - (e) Geological, meteorological, topographical conditions and other general features of the Project Site and its surroundings as are pertaining to and needed for the performance of the Works.
 - (f) The limit and extent of surface and sub-surface water to be encountered during the performance of the work and the requirement of drainage, pumping and channelizing it to the near by stream.
 - (g) The type of equipment and facilities needed, preliminary to, for and in the performance of the work and

- (h) All other information pertaining to and needed for the Works including information as to the risks, contingencies and other circumstances which may influence or affect the Works, its costs or any matter related or incidental thereto.
 - (ii) The access roads to the Project Components for execution of Works will be handed over to the Contractor on as is, basis.
 - (iii) The Bidders should note that information in regard to the Project Site and/or local conditions, contained in the Bid Documents has been given only to assist the Bidders. The Bidders should make independent enquiry or assessment or verification as may be necessary.
 - (iv) The Bidders should note and bear in mind that NHPL shall bear no responsibility for the lack of acquaintance of the Project Site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the Bidders shall be at their risk and cost and no charges or claims whatsoever, consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by NHPL at any stage.
- 3.6 The Bid should be submitted in the prescribed form without any alteration and the same should be signed in the manner laid down hereunder:
- (i) If the Bid is submitted by an individual, it shall be signed by such individual with his full name and his current business address together with other personal details as may be specified.
 - (ii) If the Bid is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
 - (iii) If the Bid is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business addresses, or by a partner holding the power of attorney of the firm, for signing the Bid; in which case a certified copy of the power of attorney shall accompany the Bid. A certified copy of the partnership deed, the certificate of registration issued by the Registrar of Firms under the provisions of the Indian Partnership Act, 1932 and current business address of all the partners of the firm shall also accompany the Bid.

- (iv) If the Bid is submitted by a company incorporated under the provisions of the Companies Act, 1956, it shall be signed by a duly authorised person holding the power of attorney for signing the Bid in which case a certified copy of the power of attorney along with the board resolution under the common seal of the company shall accompany the Bid. Such limited company may be required to furnish satisfactory evidence of its existence before the contract for the Works is awarded.
- (v) If the Bid is submitted by a group of firms, the sponsoring firm shall submit complete information pertaining to each of the firms in the group and state along with the Bid as to which of the firms shall have the responsibility for Bidding and for completion of the Bid Documents and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for Bidding and for completion of the Bid Documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the Bid shall be furnished along with the Bid.
- (vi) All witnesses and sureties shall be persons of status and their full names, occupation and addresses shall be stated below their signatures.
- (vii) Each page of the Bid shall be signed by the Bidder or his authorized signatory in the manner set out above and all such signatures shall be dated and duly stamped

3.7 The Bidder shall furnish with his Bid:

- (i) The details of construction plant, equipment & machinery and its planning schedule as required vide schedule 'F' of the Bid Documents.
- (ii) The details of plant, equipment & machinery immediately available with the Bidder for deployment on the Works as required vide Schedule 'G' of Bid Documents.
- (iii) Details of technical and supervisory personnel already employed by Bidder which he proposes to utilise for the Works and such other personnel which he proposes to employ further for the Works showing proposed manpower for each work for each month during entire period of execution of the Works.
- (iv) The details of Contractor's estimated requirements of the materials to be supplied and issued by NHPL for the performance of

permanent works under the Contract on a monthly basis as required vide Schedule `K' of the Bid Documents.

- (v) Details of construction planning, phasing & sequence of construction, time and progress chart within the framework of Construction Schedule i.e., Schedule `E' as required vide clause 12.3 of General Condition of Contract.

3.8 General and Technical Compliance

- (i) The Bidder shall indicate in a paragraph for each section of the Bid document that either his Bid complies in every respect with the requirements of each clause and sub-clause of General Conditions of Contract (GCC), Special Conditions of Contract (SCC) & Technical Specifications or if not, precisely how they differ from the requirements of the Bid. In the latter case, the Bidder shall furnish detailed justifications for the deviations proposed.
- (ii) The Bidder should attach adequate technical details and description of the equipment quoted so that NHPL, if desired, can also independently verify the compliance remarks given in the bid.
- (iii) NHPL reserves the right to accept or reject the deviations if any, and the decision of NHPL thereon shall be final. The deviations quoted by the Bidder will become part of Contract if and only to the extent to which they are specifically mentioned as accepted in the Letter of Award.
- (iv) Full compliance statement of GCC, SCC, Technical Specifications (as mentioned in above paras) indicating therein the deviation statement shall also be submitted along with the Bid.

3.9 Earnest Money Deposit

- (i) Earnest Money Deposit of Indian Rupees 20,000,000/- (Twenty Million only) must accompany each Bid failing which the Bid shall not be considered by NHPL.

The Earnest Money Deposit shall be furnished in favour of "NJC Hydro Power Limited" 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 Exhibit 1 of Section B).

- (ii) 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 along with extension, if any, as indicated in Exhibit-1 of this section shall be incorporated, failing which the Bid shall not be considered by NHPL.

- (iii) If during the Bid Validity Period, the Bidder withdraws or amends impairs or derogates his Bid, then without prejudice to such other rights, recourse or remedies that may be available to NHPL in law or under the provisions hereof, the Earnest Money Deposit shall be forfeited by NHPL.
- (iv) No interest shall be payable by NHPL or accrue to the Bidders on the Earnest Money Deposit.
- (v) The Earnest Money Deposit of the successful Bidder shall be returned after he furnishes the Initial Performance Security as required under the General Conditions of Contract upon award of the contract for the Works.
- (vi) If the successful Bidder fails to furnish the Initial Performance Security or fails to return the Agreement duly signed within 15 days of receipt of the Letter of Award, then in addition to such other rights or remedies that may be available to or adopted by NHPL in law, the Earnest Money Deposit shall be forfeited by NHPL.

3.10 The unit rates and prices shall be quoted entirely in Indian Rupees (INR). Bidder shall also show the total of each item, the total of each schedule and the Grand Total of the whole Bid. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. In case of conflict between the figures and words in the amount, the latter shall prevail. Where there is a conflict between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. If, in NHPL's opinion there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted will govern and the unit rate will be corrected appropriately. The total amount stated in the Bid shall be adjusted accordingly by NHPL in accordance with this procedure for correction of errors and shall be considered as binding on the Bidder. If Bidder does not accept the such corrected amount of Bid, its Bid shall be rejected and the Earnest Money Deposit shall be liable to be forfeited.

3.11 All information in the Bid shall be in English language. Technical Information in any other language must be accompanied by its authenticated translation in English. Any failure to comply with this provision may render the Bid liable to be rejected. In the event of any

discrepancy between the Bid in a language other than English and its English translation, the English translation shall prevail.

- 3.12 The above stated requirements are only informative and minimum and NHPL reserves the right to call for any other additional information from the Bidders and the Bidders shall have the obligation to provide all such information.
- 3.13 The Bidder shall bear all costs associated with the preparation and submission of the Bid and NHPL will not, in any event, be liable for such costs, regardless of the conduct or outcome of the bidding process.
- 3.14 Bidders are advised to read the Bid Documents carefully. Any submission of a Bid shall be deemed to have been done after careful study and examination of these documents, with a full understanding of the implications thereof. The terms, conditions and specifications set out in the Bid Documents shall be deemed to have been accepted unless otherwise, specifically indicated by the Bidder in the Bid. Any variation or modification indicated by the Bidder in the Bid Documents shall be effective only upon acceptance of the same by NHPL in writing in the Letter of Award. It is clarified that there shall not be any deemed or implied acceptance of any variation or modification by NHPL.
- 3.15 To assist in the examination, evaluation and comparison of Bids, NHPL may, at its discretion, ask any Bidder for clarification of any aspect of their Bids, including breakdown of unit rates. The request for clarification and the Bidder's response shall be in writing within the time period given by the Company. Failure by the Bidder to provide such clarifications to the satisfaction of the Company in such time shall render the Bid of the concerned Bidder liable for rejection. In such an event, in addition to such other rights or remedies that may be available to or adopted by NHPL in law, the Earnest Money Deposit shall be forfeited by NHPL.

4 AWARD OF CONTRACT AND EXECUTION OF THE AGREEMENT

- 4.1 NHPL shall award the contract for the Works to the successful Bidder at its discretion. Prior to the expiration of the Bid Validity Period, NHPL shall notify the successful Bidder by fax (confirmed by Registered Letter) that its Bid has been accepted. The Letter of Award shall specify the amount of money which NHPL shall pay to the Contractor in consideration of execution of the Works and the other terms and conditions of the award of the Works.
- 4.2 The communication of the Letter of Award and its acceptance thereof shall constitute the formation of the contract for the Works.
- 4.3 Simultaneous with the communication of the Letter of Award, NHPL shall forward to the successful Bidder the agreement incorporating all agreements between NHPL and the successful Bidder (the "Agreement"). Within 15 days of the issue of the Agreement, the successful Bidder shall duly sign the Agreement and return the same to NHPL together with the required Initial Performance Security.

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

[Date]

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

WHEREAS NHPL has issued a Notice Inviting Bid Dated _____ (hereinafter the "NIB") inviting prospective bidders to submit their bids for the construction of Underground Power House Cavern, Transformer & GIS Cavern, Main Access Tunnel, GIB cum Ventilation Tunnel, Pressure Shaft, Valve House, MIV Cavern, Surge Shaft, Adits, Tailrace Tunnel, Switchyard, Hydro-mechanical Works and other Associated Works 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)

(Seal of the Bank)

Name of Witness _____

Address of Witness _____