SECTION – B

Information and Instruction for Bidders

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1 PROJECT SUMMARY AND SCOPE OF WORKS

1.1 Project Information and Climatic Conditions

• 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
• Altitude of Project Site	-	± 2250 to ± 1100 meters
• Ambient Temperature	-	Maximum 20°C Minimum -4°C
• Average Annual Rainfall	-	200 cm

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	:	2650 Sq. Km.
	Catchment area Taksang Chhu		154 sq. Km
	Design Flood (Standard Project Flood)	:	3400 Cumec
	Design Discharge		87 Cumec
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 Cumec

3(a).	**SPILLWAY**		
	Type	:	Gated
	No. of Bays	:	10 Nos.
	Length of Bay	:	10.00 m
	Sill level	:	2108.4 m
	Size of gates	:	6.5m(H) x 10m(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 silt excluder tunnels	:	6 Nos.
	Sill Elevation	:	2106.37 m
	Size of silt excluder tunnels	:	1m (H) x 1.5 m (W)
	Length of Silt excluder tunnel	:	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/sec.
	Dia. of Sand flushing tunnel	:	3.0 m
	Length of Sand flushing tunnel	:	1853m
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 cumec.
	Average Slope (RD 438.41m to RD13175.89m)	:	1 in 162.64
	Average Slope (RD13175.89m to RD25136.83)	:	1 in 25.63
8.	**Taksang Chhu Scheme**		
	Diversion Weir Type	:	Trench Weir
	Design Discharge	:	5 Cumec
	Weir Elevation	:	El. 2153.9 m

	Desilting Chamber No. and Size Sand Flushing Tunnel Dia, Length Vertical Drop Shaft Dia, Height Connecting Tunnel Dia., Length	: : : :	1,No., 75m x 8 m x 4.5 m, Underground 3 m, 190 m 3 m, 96 m 3.0 m, 158 m
9.	**ADITS**		
	Type Adit No.-1 (To HRT) Adit No.-2 (To HRT) Adit No.-3 (To HRT) Adit No.-4 (To HRT) Adit No.-5 (To HRT) Adit No.-6 (To HRT) Adit No.-7 (To HRT) Adit No.-8 (To HRT) Adit No.-9 (To Surge Shaft) Adit No. 10 (To Pressure Shaft) Adit No. 11 (To Pressure Shaft)	: : : : : : : : : : : :	D – Shaped 7.0m x 6.0m, Length =448.0 m 7.0m x 6.0m, Length =1067.0 m 7.0m x 6.0m, Length =316.0 m 7.0m x 6.0m, Length =460.0 m 7.0m x 6.0m, Length =645.6 m 7.0m x 6.0m, Length =499.7 m 7.0m x 6.0m, Length =556.5 m 7.0m x 6.0m, Length =679.1 m 7.0m x 6.0m, Length =399.5 m 7.0m x 6.0m, Length =408.5 m 7.0m x 6.0m, Length =674.25 m
10.	**SURGE SHAFT**		
	Type Size: Height from Orifice Slab Maximum Upsurge Level Minimum Downsurge Level Bottom Level Top Level	: : : : : : :	Open to sky, Restricted orifice type. 4.0 m & 10.0 m. 404.36 m high. 2171.20 m 2031.80 m 1770.63 m 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 Rated Voltage	: :	130.0 MW 13.8 kv
20.	**MAIN GENERATOR STEP UP TRANSFORMER**		
	No. of Single Phase Transformer Rated Output Rated Voltage Frequency Type of cooling	: : : : :	20 Nos. 60 MVA 13.8 KV/ 420 KV 50 Hz OFWF
21	**GAS INSULATED SWITCHGEAR (GIS)**		
	Rated Voltage No. of Bays	: :	420 kV 6 Transformer Bays, 1 Bus Coupler Bay, 2 Outgoing Bays, and 2 Bus Reactor Bays
22.	**AIS SWITCH YARD (400kV)**		
	Area Type	: :	138 m x 55 m 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 starting from 2008-09, 2009-10 and 2010-11 should not be less then Rs. 150 Crores in any year and aggregating to Rs. 450 Crores.

(ii) Networth of the Bidder in any of the years mentioned above is not less than Rs. 75 Crores as per the last audited Balance Sheet ie 2010-11.

(b). Technical Eligibility:

(i) Bidder has an experience of working in a Hydro Power Project and has executed a Civil construction and work of not less than Rs. 500 crores.

(ii) Bidder has an experience of not less than three years working in extreme winter conditions.

(iii) Bidder has done overall Tunnelling work of not less than 10 KM of Dia 4.5 Meter and above in Himalayan Region.

(iv) Bidder has achieved an average monthly progress of 60 Meter in Tunnel Excavation and Concrete Lining of atleast 1500 cum consistently for atleast 12 months at one face in any of the contracts executed by him.

3.2 Scope of Works

NHPL has divided the entire project in various packages for implementation of the project. These packages shall be executed by eligible Contractors subject to fulfillment of the criteria laid down in the said Packages to the satisfaction of NHPL. In order to execute the work under “Package IIB”, NHPL invites the Bid from various eligible Bidders for construction of Head race Tunnel from RD 13175.895 m to 25136.836 and Adits to Head Race Tunnel.

The scope of work mentioned is herein above, following major items are required to be executed:

i. Open cut and Underground excavation in all types of rock
ii. Excavation, Transport and Disposal of Muck to designated locations as per disposal plan.
iii. Rock support viz. Rock Bolting, Rock Anchoring and Latice Girder etc.
iv. Reinforcement, Steel Lining, Shuttering and Steel Support works
v. Shortcreting
vi. Concrete and Grouting works
vii. Dewatering/Water care and control
viii. Masonry drain and other works etc
ix. Any other works as required to be executed on the direction of NHPL for completion of the scope of work under the package pursuant to the provisions contained in the Bid Document.
x. Maintenance of all Project Roads incidental to works

3.3 Scheduled Completion Date:

Successful bidder will be required to complete the work within a period of 45 Months (Forty Five 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, if any, in regard to the Project Site and/or local conditions, contained in the Bid Documents, (except for the material agreed to be supplied by NHPL which are specifically detailed in the Bid Documents), has been given only to assist the Bidders and is not

necessarily complete or accurate in all respect. The Bidders should make all such independent enquiries or verifications as may be necessary and required in order to submit the Bid and/or perform the Works.

(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 in the manner set out above and all such signatures shall be dated.

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 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: -

a) A demand draft on any nationalized/scheduled Bank; or

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).

(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 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.

(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 adjusted towards 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. This letter shall be in the form placed at Exhibit-2 of Section B (hereafter the “Letter of Award”). 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]

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 13175.895 to 25136.836 and Adits 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.

The Bank further agrees that in the event of selection of the Bidder as Successful Bidder, the Bank Guarantee for Earnest deposit Money shall be converted into a Bank Guarantee towards initial performance security in terms of the Bid Documents upon first intimation from NHPL.

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 and any demand in respect thereof should reach the Bank not later than the above date.

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_____

Exhibit 2 of Section B: Form of Letter of Award

[Date]

To,

_____

LETTER OF AWARD

Sub : <u>Award of work of Construction of Head Race Tunnel and related works ("Package IIB" hereof) for Nyamjang Chhu Hydro Electric Project.</u>

Ref : Our Notice Inviting Bid Dated _____
Your Bid submitted vide letter No…..... dated..... and letter No ..... ("Bid")
(Reference of any other relevant clarifications etc issued pursuant to the Bid)

Dear Sir,

1. With reference to your Bid for the above Works submitted to NHPL on _____, I am to convey the acceptance of your Bid by NHPL for an amount mentioned below at the rates quoted by you and the terms and conditions as contained in the Bid Documents and (details of any corrigendum or clarifications) issued vide letters dated _____.

2. At the rates negotiated and agreed by you in the Schedule of prices and the quantities, the accepted amount of Bid in consideration of execution and completion of the Works and remedying of any defects as prescribed in the Bid Documents shall be INR _____(Rupees _____). The execution and completion of the works shall be in accordance with the terms of the Bid Documents.

3. Please be informed that notwithstanding anything to the contrary contained elsewhere in the Bid Documents, the time of performance and completion of work shall be the essence of the Contract and no extension in time shall be allowed except under Force Majeure conditions.

4. You are requested to furnish (a) the Initial Performance Security in the form of Bank Guarantee for an amount equivalent to INR _____ on a Performa as provided in Form _____ in accordance with Clause 5 of the General Conditions of Contract; and (b) the duly executed copy of the Agreement enclosed herewith, within 15 days of receipt of this Letter of Award.

Yours faithfully
for and on behalf of NHPL

Director