



नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम)

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

Website: www.neepco.co.in, E-mail: contract@neepco.co.in

OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)

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

Corporate Identity Number (CIN): U40101ML1976GOI001658



ISO:9001, 14001 &
45001

CORRIGENDUM NO. 4 DATED 22.01.2025

TO

NIB NO. 457 DATED 25-10-2024

(INTERNATIONAL COMPETITIVE BIDDING)

Name of Work: Package-I: Construction of Civil Works on Item Rate for Tato-I Hydro Electric Project, Arunachal Pradesh, comprising of Headworks & allied works, Head Race Channel, Head race Pipe, Intake, Headrace tunnel, Surge shaft, Pressure shaft, Valve house, Power house & allied works and Infrastructure works.

Following corrigenda to the bid document are hereby issued:

Part- 1: Short & Detail NIB

1. The provisions stipulated in Clause Nos. 6.2.1 & 6.2.2 of Part-1: Short & Detail NIB of Bid Document stand modified as below:

6.2.1. General Experience:

The bidder shall have General Experience as Prime Contractor or Partner of Joint-Venture/Consortium or Sub-Contractor approved by the Project Developer/Owner, of executing the following completed/substantially completed works, during last 25 (Twenty-Five) years ending on last date of submission of bids:

Completion/Substantial completion of the similar work(s), fulfilling any one of the following:

- a) 1 (One) similar work valued at Rs. 440.00 Crore (or equivalent other foreign currencies i.e. US\$/Euro, etc.) or more,
Or,
- b) 2 (Two) similar works each valued at Rs. 275.00 Crore (or equivalent other foreign currencies i.e. US\$/Euro, etc.) or more,
Or,
- c) 3 (Three) similar works each valued at Rs. 220.00 Crore (or equivalent other foreign currencies i.e. US\$/Euro, etc.) or more,

Note:

"**Similar Work**" are defined as execution of Civil Works involving Highway Tunnel Projects/Railway Tunnel Projects/Water Resources Projects/Hydro Power Projects/Metro Projects.

"**Substantial Completion**" shall mean as below:

Substantial Completion shall mean that at least 80% of financial value under the contract is complete. Certificate for "Substantial Completion" of the work issued by respective client



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shall contain "Financial Value of the work done". For example, if a bidder completes minimum 80% of financial value under the contract then the bidder shall be considered to fulfil the qualifying requirement specified at Clause No. 6.2.1, subject to the value of works completed is equal to or more than the minimum value of works specified in the above QR at Clause No. 6.2.1.

The value of the work in INR or converted into INR as above from the currency other than INR, shall be enhanced by an average simple inflation rate of 6% per year upto last date of submission of bids.

For conversation of foreign currencies, i.e., US\$/Euro, etc. to INR, the exchange rate on the 31st March of the corresponding completion year shall be considered.

6.2.2. Specific Experience

The bidder as Prime Contractor or partner of Joint-Venture/Consortium or Sub-Contractor approved by the Project Developer/Owner, shall have successfully executed the following works, during the last 25 (Twenty-Five) years ending on last date of submission of bids.

(i) Tunnels and Underground Works:

Completed/substantially completed excavation and concrete lining of tunnel in Water Resources Project/Power Project/ Highway/ Metro/Road Tunnel/ Railway Tunnel Projects of minimum finished dia. 5.20 m and minimum 1800 m length of a single tunnel.

(ii) Powerhouse Civil Works:

Civil works of an Underground/Surface Powerhouse with minimum installed capacity of at least 50 MW in a Hydro Power/Pump Storage/Nuclear Power Project should have been completed/substantially completed.

2. The provisions stipulated in Clause No. 6.7 of Part-1: Short & Detail NIB of Bid Document stands modified as below:

For ensuring highest degree of ethics in the bidding process as well during construction of tendered Works, all the bidders shall enter into an Integrity Pact with the Employer at the time of submission of Techno-Commercial Bids. For this, the Employer has appointed the following 2 (two) persons to act as Independent External Monitors (IEM) for overseeing the compliance of obligations by the parties under the Integrity Pact. The contact address of the IEM is as under:

- a) Dr Akhilesh Kumar Ambasht, IFoS (Retd.),
5606, Orchid Crescent, DLF- Phase-IV, Sector-27
Gurugram – 122 009, Haryana,
Mobile No. 8527324455/ 7042692007,
E-mail: aambasht89@rediffmail.com
- b) Shri Vijai Prakash Pathak, IRSS (Retd),
House No. 58, IRWO Sangam Vatika,
Devprayagam, Jhalwa,



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Prayagraj -211 012

Email ID: vppathak@hotmail.com

3. The tender timeline is hereby extended as below:

Sl. No.	Description	Extended Tender Timeline
1	End date and time for downloading of bid document	Upto 14:00 Hours of 03-02-2025
2	Last date & time for receipt of online bids	Upto 14:00 Hours of 03-02-2025.
3	Date & time for opening of bids online	At 14:00 Hours of 04-02-2025.
4	Last date and time for receipt of offline documents to be submitted as per bid conditions.	Upto 14:00 Hours of 10-02-2025

Part- 3: Instruction to Bidders

4. The Format of Insurance Surety Bond for EMD/Bid Security and Performance Security is enclosed as **Annexure-1**.
5. The provision under Cl. No. 23.3.2 pertaining to Reverse Auction hereby stands withdrawn. In this regard, it may be mentioned that though the e-Reverse Auction (e-RA) provision is removed from the Bid Provision, as per system requirement of the e-procurement portal (<https://etenders.gov.in>) e-RA is mandatorily to be conducted in the system for a short duration after opening of price bids for further processing of the tender. Bidders are advised not to participate in the e-RA as per Bid Provision. In case any bidder participated in the e-RA process (as per system requirement), their bids shall be liable for rejection as well as forfeiture of their EMD. All the participating bidders shall give an Undertaking as per **Modified FORM-N: UNDERTAKING FOR NON-PARTICIPATION IN ELECTRONIC REVERSE AUCTION (e-RA)**, enclosed herewith. The FORM-N of Part-7: Tender Forms and Data Sheets of the Bid Document hereby stands modified.

Part- 4: GCC(FIDIC1999), Particular Conditions of Contract, Appendix to Tender

6. The Cl. No. 1.1.3.9 of PCC may read as Cl. No. 1.1.2.9.
7. The provisions stipulated in Clause 3.5 of GCC (FIDIC1999) stands modified as below:

"At the end of Sub-Clause 3.5 add:

Determination of Cost relating to extension of Time for Completion referred in clause 1.9, 2.1, 4.7, 4.12, 4.24, 7.4, 8.9, 10.3, 11.8, 16.1 & 19 for the purpose of determination referred to in GCC or these Particular Conditions "reasonable profit" wherever referred to shall be treated as nil and "Cost" shall be determined as per mechanism provided for in Appendix to Tender. The



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determinations under this Sub-Clause shall, however, be subject to provisions of Sub-Clause 3.1 of these Particular Conditions.

The cost claims related to extension of Time for Completion (if admissible) shall be limited to the losses suffered / cost incurred during the hindrances of contemporary period."

8. Clause 4.13 of GCC (FIDIC1999) stands modified as below:

"Rights of way required by the Contractor for accessing the site shall be provided by NEEPCO. However, the Contractor shall provide, at his risk and cost, any additional facilities outside the site, which he may require for the purpose of the Works."

9. The heading of Clause "4.22 Progress Report" in Particular Conditions of Contract (PCC) stands modified as "4.21 Progress Report".

10. The heading of Clause "4.24 Security of the Site" in Particular Conditions of Contract (PCC) stands modified as "4.22 Security of the Site".

11. Clause 6.5 of GCC (FIDIC1999) stands modified as under:

"Delete Sub-clause 6.5 and substitute:

Subject to any provision to the contrary contained in the Contract, the Contractor shall have the option to work continuously by day and by night and on locally recognized holidays or days of rest, without any additional cost to the Employer."

12. The heading of Clause "7.4 Rejection" in Particular Conditions of Contract (PCC) stands modified as "7.5 Rejection".

13. The heading of Clause "7.6 Ownership of Plant & Materials" in Particular Conditions of Contract (PCC) stands modified as "7.7 Ownership of Plant & Materials".

14. The heading of Clause "7.7 Royalties" in Particular Conditions of Contract (PCC) stands modified as "7.8 Royalties".

15. The provisions stipulated in Clause 8.7, Particular Conditions of Contract (PCC) stands modified as under:

"At the end of first paragraph of Sub-Clause 8.7, add:

These Delay Damages, recovered from the Contractor, if any shall be waived off/ returned back to the Contractor, if whole of the work is completed in the scheduled time as stated in Sub-Clause 8.2."



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16. The words stipulated as "Maximum amount of delay damages on account of work as a whole as well as Interdependent Contract Milestones" against Sub-Clause 8.7 of 'Appendix to Tender', PCC stand modified as "Maximum amount of delay damages on account of work as a whole".

17. The 1st line of stipulations of Cl. No. 12.2 (Methods of Measurement), Particular Conditions of Contract (PCC) stands modified as under:

"Delete Sub-Clause 12.2 and substitute:"

18. The provisions stipulated in 3rd & 4th Para of Clause 12.3, Particular Conditions of Contract (PCC) stands modified as under:

"(ii) If any item of work appearing in the BOQ is increased by more than 50% of the quantity of that item and this change in quantity (i.e. quantity increasing over 1.5 times of BOQ quantity) multiplied by the BOQ rate exceeds 0.5% of the contract price, then the rate of the said item shall be revised as per rate analysis given here under. The new rate shall be applicable only for the quantity executed after the occurrence of both the above conditions together i.e., quantities executed beyond the trigger point.

Illustration:

Accepted Contract Amount = Rs. 10,00,00,000.00 (say)

Quantity mentioned in BOQ = 1,000 Cum

Executed Quantity = 2,100 Cum

BoQ Rate = Rs. 2,500.00 per Cum

Qualification for rate revision:

a) 1,000.00 Cum + 50% of 1,000 Cum = 1,500 Cum

and

b) (2,100 Cum – 1,500 Cum) x BoQ Rate > 0.50 % x Accepted Contract Amount

i.e., 600 x Rs. 2,500.00 > 0.50% x Rs. 10,00,00,000.00

i.e., Rs. 15,00,000.00 > Rs. 5,00,000.00

Trigger Point: (1700 Cum – 1500 Cum) x BoQ Rate is equal to 0.50% x Accepted Contract Amount

i.e., 200 x Rs. 2,500.00 = 0.50% x Rs. 10,00,00,000.00

i.e., Rs. 5,00,000.00 = Rs. 5,00,000.00

As such, 1700 Cum is trigger point

(iii) Further, if the quantity of any item, gets reduced by more than 50% of the quantity provided in the BOQ then the total payment for the reduced quantity of that item shall be payable at the revised rate as per rate analysis given here under. However, value of total payment against such reduced quantity of items at revised rate shall be limited to the payment admissible for 50% quantity of the said item at the rate provided in the BOQ."



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19. Index for Steel, Labour Index, Index for Oxygen Gas (Basic Inorganic Chemicals), Index for Electrodes (Metal Products) for Price Variation Formula under Clause 13.8, Particular Conditions of Contract (PCC) stand as under:

'S' = Index for Steel (Steel Long)

Index Numbers of Wholesale prices in India - by Groups & Sub-Groups (Base 2011-12=100)
Published by Economic Advisor, Ministry of Industry/ Govt. of India under the head 'MANUFACTURE OF BASIC METALS' and Sub- head 'Mild Steel - Long products' (for Civil Works)

'L' = Labour Index

Consumer Price Index Numbers for Industrial Workers – All-India as per Contract Data (Base 2016=100) Published by Labour Bureau, Ministry of Labour, Govt. of India.

'B' = Index for Oxygen Gas (Basic Inorganic Chemicals)

Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base 2011-12=100)
Published by Economic Advisor, Ministry of Industry/ Govt. of India under the head 'Manufacture of basic chemicals' and sub-head 'Other Inorganic Chemicals'.

'E' = Index for Electrodes (Metal Products)

Index Numbers of Wholesale Prices in India - by Groups & Sub-Groups (Base: 2011-12=100)
Published by Economic Advisor, Ministry of Industry/ Govt. of India under the head 'MANUFACTURE OF BASIC METALS' and sub-head "Other ferro alloys".

20. The provisions stipulated in Clause 19.1, PCC stand modified as under:

"In sub-paragraph (v) of Sub-Clause 19.1, add the words "floods, cloud bursts certified by concerned meteorological department, lightning" after the word "hurricane".

21. The provisions stipulated in Clause 20.2.4, PCC stand modified as under:

"Subject to Sub-Clauses 20.2.1 to 20.2.3 of these Conditions, unless settled amicably, any dispute in respect of which the IE's decision (if any) has not become final and binding shall be finally settled by Arbitration. Unless otherwise agreed by both parties

Amount of Dispute not exceeding Indian Rupees 100 million/10 Crore, arising out of and relating to the Contract between the Parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this Contract or the validity or the breach thereof, shall be settled by arbitration in accordance with Arbitration & Conciliation Act, 1996 including amendments made from time to time and the Rules of Institution named "Construction Industry Arbitration Council (CIAC)" in the Appendix to Tender(CIAC). Registrar of the Arbitration Institution shall appoint a sole arbitrator for resolution of dispute between the Parties.

The cost and expenses of Arbitration proceedings will be borne equally by each Party. However, the expenses incurred by each Party in connection with the preparation, presentation etc. of its proceedings shall be borne by each Party itself.



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Performance under the Contract shall continue during the arbitration proceedings and payments due to the Contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

The Arbitral Tribunal shall give a written reasoned Award and the final award by a majority of Arbitrators rendered in writing shall be binding upon the parties.

In the event of dispute or differences arising between the Employer and a Government Department/Organisation or in between the Employer and another Central Public Sector Enterprise (CPSE), settlement of disputes through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) shall be done as under:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/ Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22-05-2018".

22. The Data under Cl. 4.2 (Amount of Additional Performance Security for Sub-Contractor's Performance) in Appendix to Tender, PCC stand modified as below:

"2.5% (two point five percent) of the value of sub-contracted works".

23. The Cl. 20.3 in Appendix to Tender, PCC stands modified as Cl. 20.2.4. The Name of Arbitration Institute in Clause 20.2.4, Appendix to Tender, PCC stand modified as "Construction Industry Arbitration Council (CIAC)".

Part-5(B): Particular Technical Specifications

24. The word "radius" stipulated in Clause 2.15 (i) and 2.15 (ii) of Chapter-2 stand modified as "road distance".

25. The words "radial distance" stipulated in Clause 3.6.10 (i), 3.6.10 (ii) and 3.10.1 (iii) (b) of Chapter-3 stand modified as "road distance".

Part-6: Tender Drawings

26. Map showing locations of muck disposal areas is attached at **Annexure-2**.
27. The modified tender drawing for Horizontal Pressure Tunnel (3.40m Dia) Typical Rock Support Detail [Drg No. W.003159-20711-PS-GAD-7002 (Sheet 3)] is attached as **Annexure-3**.
28. The Note at Sl. No. 10 of Tender Drawing Drg No. W00315920711-HRT-GAD-7002 stands corrected as below:



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"The Site Geologist of the Contractor in consultation with the Client can finalize the round length as per site & geological conditions."

Part-7: Tender Forms and Datasheets

29. The additional PBG in Cl. 4 of Form H of Part-7: Tender Forms and Data Sheets is modified as 2.5%.
30. The Format of Insurance Surety Bond for Earnest Money Deposit/Bid Security is enclosed as **Annexure-1**.
31. All the participating bidders shall give an Undertaking as per **Modified FORM-N: UNDERTAKING FOR NON-PARTICIPATION IN ELECTRONIC REVERSE AUCTION (e-RA)**, enclosed herewith. The FORM-N of Part-7: Tender Forms and Data Sheets of the Bid Document hereby stands modified.

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

Executive Director
Contracts & Procurement

ANNEXURE-1

INSURANCE SURETY BOND (ISD) FORMAT

FORMAT OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

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

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

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.....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 Tender Documents.

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 above-named 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 EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for 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 Earnest Money/Bid Security 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 of the issuing Guarantee 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 counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six 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 Sing. 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 (Name of Employer) 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 and 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 forwarding letter.

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be submitted by the Contractor)

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

(Insurance Surety Bond No.....)

Date.....

(Name of the Contract)

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 for the faithful performance of the entire Contract equivalent to(*).....of the said value of the aforesaid Works under the Contract to the Employer.

We[Name & Address of the Insurance Company] ..'..... having its Head Office at (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 (*) as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. 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. 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 Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before@.....

Dated thisday of 20..... at.....

WITNESS .

Signed for and on behalf of the Insurance
Company

1.

(Signature)

.....

(Name)

1.

(Signature)

.....

(Name)

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 will be sixty (60) days beyond the issue of defect liability period as specified in the Contract.

(+) This date will be guided by Clause 4.2 of GCC/PCC.

(**) Employer may also present any of his demands at the counters of the.....(Name and branch of the Bank in India)..... for further relay to us. (To be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside India)

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 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 Engineer.
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

(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.....

(Name of the Contract)

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.

We[Name & Address of the Insurance Company] ..'..... having its Head Office at (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 (*) as aforesaid at any time upto (@) [days/month/year] without any 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 Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before@.....

Dated thisday of 20..... at.....

WITNESS .

Signed for and on behalf of the Insurance
Company

1.

(Signature)

.....

(Name)

1.

(Signature)

.....

(Name)

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 will be sixty (60) days beyond the issue of defect liability period as specified in the Contract.

(+) This date will be guided by Clause 4.2 of GCC/PCC.

(**) Employer may also present any of his demands at the counters of the.....(Name and branch of the Bank in India)..... for further relay to us. (To be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside India

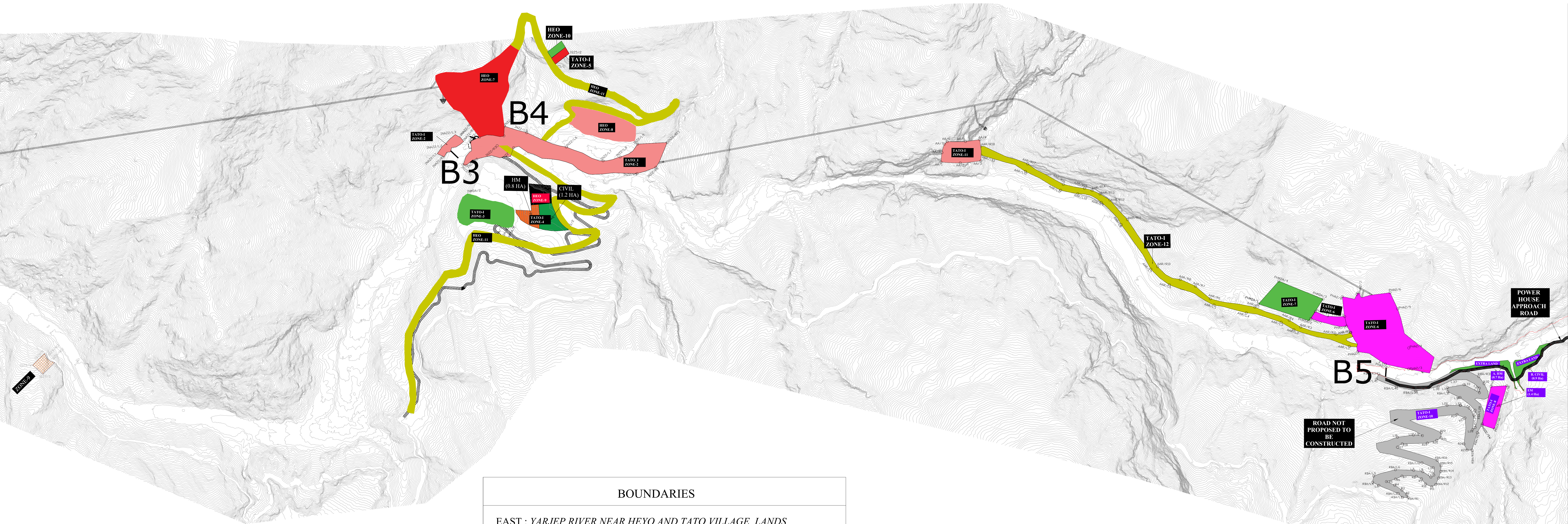
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the 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 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 Engineer.
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.

ANNEXURE-2

**MAP SHOWING
LOCATIONS OF MUCK
DISPOSAL AREAS OF
TATO-1 HEP**



Sl. No.	Name of the Road	Scope
1.	Approach Road from the Tato-Mechuka Road to the Right Abutment of the Bridge at d/s of the Tato-I Weir	Under NEEPCO's Scope
2.	Approach Road from the Tato-Monigong Road to the Right Abutment of the Bridge at u/s of the Tato-I Power House	Under NEEPCO's Scope
3.	Approach Road from the left abutment of the bridge at d/s of the Tato-I Weir to the Tato-I HRT Intake	Under Civil Contractor's Scope
4.	Approach Road from the Left Abutment of the Bridge at u/s of the Tato-I Power House to the Tato-I Power House	Under Civil Contractor's Scope
5.	Approach Road from the Left Abutment of the Bridge at u/s of the Tato-I Power House to the Adit-I	Under Civil Contractor's Scope
6.	Approach Road from the Adit-I Road to Surge Shaft	Under Civil Contractor's Scope
7.	Approach Road from the Adit-I Road to Valve House	Under Civil Contractor's Scope

BOUNDARIES				
EAST : YARJEP RIVER NEAR HEYO AND TATO VILLAGE LANDS				
WEST : YARJEP RIVER NEAR GAPO TO MENYING VILLAGE LANDS				
NORTH : MENYING TO HEYO VILLAGE LANDS				
SOUTH : BRO ROAD AND GAPO TO TATO VILLAGE LANDS				
COMPONENT WISE LAND REQUIREMENT OF TATO - I HEP (186MW)				
Sl.NO.	ITEM	SURFACE LAND (Ha)	RIVER BED (Ha)	TOTAL
1	Submergence Area	1.2	1.8	3.0
2	Intake Complex Area	8.2	0.5	8.7
3	Intake Muck Disposal Area	3.2	0.0	3.2
4	Intake Storage,Office and Colony Area	1.7	0.0	1.7
5	Intake Quarry Site	0.3	0.0	0.3
6	PH Area	8.8	0.0	8.8
7	PH Muck Disposal Area	3.2	0.0	3.2
8	PH Storage,Office and Colony Area	1.4	0.0	1.4
9	PH Quarry Site	0.5	0.0	0.5
10	PH Access Road (NOT PROPOSED TO BE CONSTRUCTED)	10.7	0.0	10.7
11	ADIT Area	1.9	0.0	1.9
12	ADIT Access Road	6.6	0.0	6.6
TOTAL TATO - I		47.7	2.3	50.0

Colony and Storage Area for Tato-I HEP (186 MW)

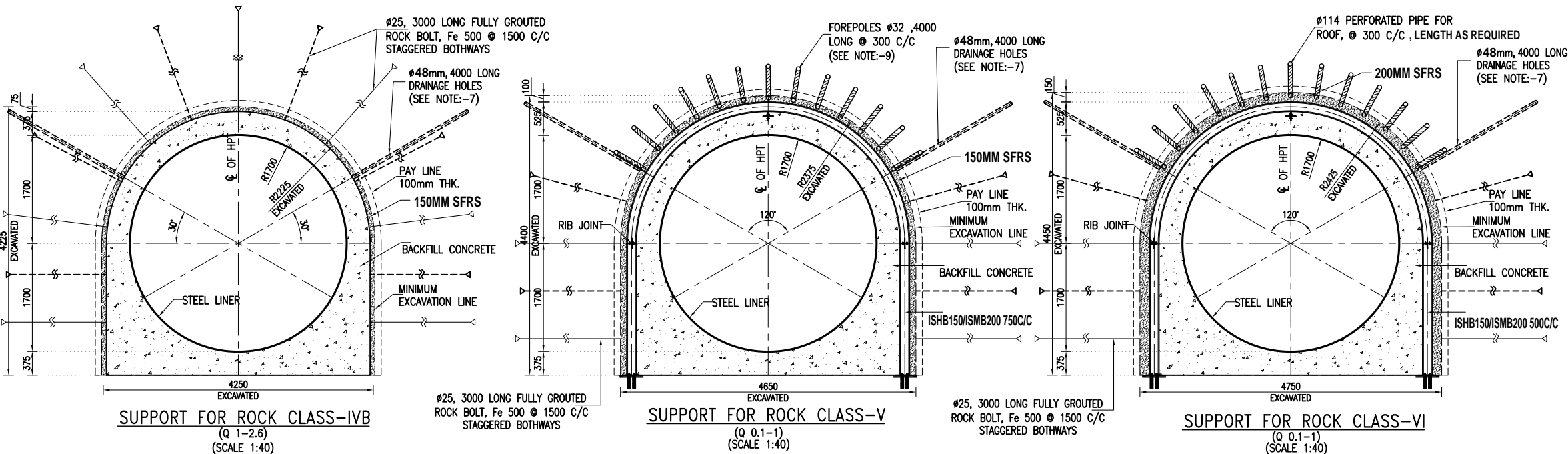
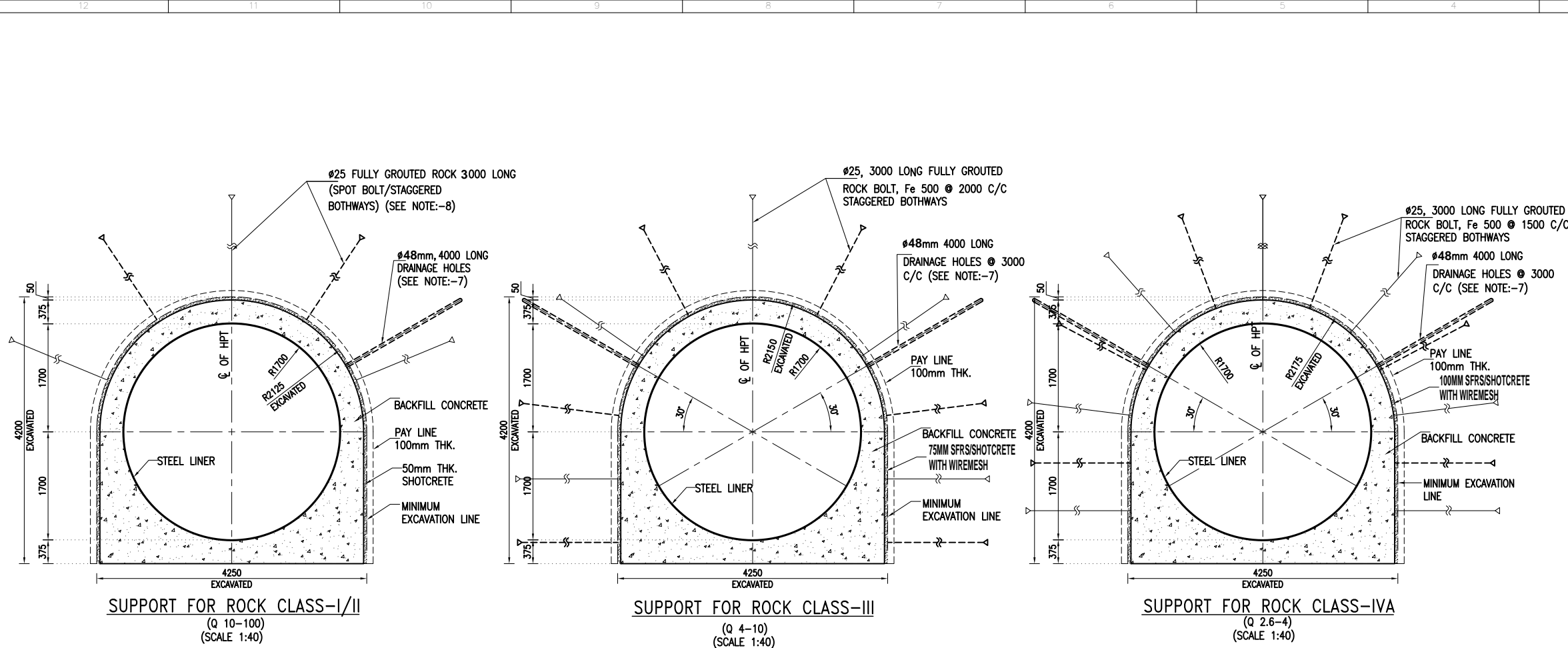
Sl No	Zone	Particulars	Area (Ha)			
			Civil	HM	EM	Total
1.	Zone 4	Intake Storage office and colony area	1.2*	0.8	–	2
2.	Zone 8	PH Storage, Office and Colony Area	–	–	1.4	1.4
Extra Land from Tato-II HEPs acquired land						
1.	A	Colony Area and Storage	–	0.7	–	0.7
2.	B	Colony Area and Storage	0.9	–	–	0.9
Total			2.1	1.5	1.4	5.0
Grand Total Area for Colony and Storage: 5.0 Ha						

* 0.3 Ha has been considered from Heo HEP (240 MW)

Note : Bridge Locations denoted by B3,B4 & B5

PROJECT LAND ZONE LAYOUT : TATO-I HEP

ANNEXURE-3
THE MODIFIED TENDER
DRAWING FOR
HORIZONTAL PRESSURE
TUNNEL (3.40M DIA)
TYPICAL ROCK
SUPPORT DETAIL [DRG
NO. W.003159-20711-PS-
GAD-7002 (SHEET 3)]




- NOTES:-
1. ALL DIMENSIONS ARE IN MILLIMETER AND ELEVATIONS ARE IN METERS.
 2. NO DIMENSION SHALL BE SCALED FROM THE DRAWING, ONLY WRITTEN DIMENSIONS SHALL BE FOLLOWED.
 3. ALL ROCK SUPPORT AS PER CONSTRUCTION SEQUENCE SHALL BE PROVIDED BEFORE BLASTING OF SUBSEQUENT ROUND.
 4. SHOTCRETE/SFRS AS SPECIFIED SHALL BE APPLIED CONFORMING TO THE TECHNICAL SPECIFICATIONS.
 5. ALL $\phi 25$ MM ROCK BOLTS SHALL HAVE THE MINIMUM STRENGTH OF 190KN. THE STRENGTH OF THE ROCK BOLTS SHALL BE CONFIRMED AT SITE THROUGH PULL OUT TEST.
 6. ALL ROCK BOLTS SHOULD BE OF FE500D STEEL.
 7. LOCAL SHOTCRETING SHALL BE DONE IN CLASS-I, WHEN SPALLING OF ROCK MASS IS SIGNIFICANT AT PARTICULAR LOCATION.
 8. LOCATION OF SPOT BOLTING AND PRESSURE RELIEF HOLES, WILL BE DECIDED AS PER GEOLOGICAL CONDITIONS ENCOUNTERED AT SITE IN CONSULTATION WITH SITE GEOLOGIST OF CONTRACTOR AND CLIENT.
 9. REQUIREMENT OF FOREPOLE IS $\phi 32$ (R32/38),4000 LONG @300C/C. CIRCUMFRENTIAL & 2000 LONGITUDINAL (MINIMUM 2000 OVERLAP) WILL BE DECIDED AS PER GEOLOGICAL CONDITIONS ENCOUNTERED AT THE SITE IN CONSULTATION WITH SITE GEOLOGIST.
 10. MAXIMUM ROUND LENGTH AS PER DESIGN IS MENTIONED IN THE DRAWING. HOWEVER, SITE GEOLOGIST OF CONTRACTOR IN CONSULTATION WITH CLIENT CAN USE LOWER ROUND LENGTH DEPENDING ON SITE AND GEOLOGICAL CONDITIONS.
 11. PRE-GROUTING MAY BE REQUIRED TO IMPROVE THE ROCKMASS PROPERTIES IN CLASS V & VI.

- LEGEND:-
- SHOTCRETE/SFRS
 - ROCK LINE / MIN. EXCAVATION LINE
 - BACKFILL CONCRETE (BEHIND STEEL LINER UP TO PAY LINE)
 - BACKFILL CONCRETE (IN ACCEPTED GEOLOGICAL OVERBREAK)
 - STEEL RIB

FOR TENDER PURPOSE ONLY

BASED ON DRAWING / DOCUMENTS	
DRG / DOCUMENT NO.	SUBJECT
REFERENCE DRAWING	
DRG. NO.	SUBJECT
SCALE 0 0.4 1.0 2.0 4.0M	
CLIENT: NORTH EASTERN ELECTRIC POWER CORPORATION LTD. (A Govt. of India Enterprise)	
CONSULTANT: TRACTEBEL ENGINEERING PVT. LTD. Intec House, 37 Institutional Area, Sector 44 122002, Gurugram-INDIA	
PROJECT: TATO-1 HEP (3X62 MW) ARUNACHAL PRADESH, INDIA	
TITLE: HORIZONTAL PRESSURE TUNNEL (3.40m DIA) TYPICAL ROCK SUPPORT DETAIL	SHEET 3 OF 3
DRG. No. W.003159-20711-PS-GAD-7002	SCALE 1:30 SIZE A1 REV. A

-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
10-10-2024	R0	FOR TENDER PURPOSE ONLY					
DATE	REV.NO.	DESCRIPTION	DRAWN	CHECKED	DESIGN	APPD.	DATE

Package-I: Civil Works pertaining to Tato-I Hydro Electric Project (186 MW), Arunachal Pradesh	 IS: 9001, 14001 & 45001	Bid document Part-7: Tender Forms and Data Sheets
--	--	--

Modified

FORM N: UNDERTAKING FOR NON-PARTICIPATION IN ELECTRONIC REVERSE AUCTION (e-RA)

(To be submitted in the Company Letter Head)

To,

The Executive Director,
Contract & Procurement,
NEEPCO LTD., Brookland Compound,
Lower New Colony, Shillong-793003
Email id: contract@neepco.co.in

Sub: Undertaking for Non-Participation in electronic Reverse Auction (e-RA)

Dear Sir,

This has reference to the Terms for the e- Reverse Auction mentioned in the Corrigendum No. 3 Dtd. _____ against NIB No. _____ Dated _____ for the Works of **“Package-I: Construction of Civil Works on Item Rate for Tato I Hydro Electric Project, Arunachal Pradesh, comprising of Headworks & allied works, Head Race Channel, Head race Pipe, Intake, Headrace tunnel, Surge shaft, Pressure shaft, Valve house, Power house & allied works and Infrastructure works”**.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the instruction to Bidders governing the Reverse Auction as mentioned in Cl. No. 23.3.2 of Part-3: Instruction to Bidder, of the Bid Documents and its subsequent amendment issued vide Corrigendum No. _____ Dtd. _____ against NIB No. _____ Dated _____ of the Employer and confirm our agreement to them.
- 3) We confirm herewith that we will not participate in e-RA, which shall be conducted for a short duration after opening of price bid as per system requirement for further processing of the instant tender.
- 4) We hereby confirm that we will honour the above commitment (3), failing which our bid shall be liable for rejection as well as EMD shall be forfeited and that the Employer may debar us from participating in future tenders for 2 years from date of issue of such notice to the bidder.

With regards,

Signature with company seal

Date: Name –

Company / Organization –

Designation within Company/organization -

Address of Company / Organization –