



ISO 9001 & 14001  
OHSAS 18001

**NORTH EASTERN ELECTRIC POWER CORPORATION LTD  
(A GOVT. OF INDIA ENTERPRISE)  
OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)  
BROOKLAND COMPOUND::LOWER NEW COLONY  
SHILLONG-793003, MEGHALAYA**

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2222928/2222578

**CORRIGENDUM NO 02 Dated 19.11.2012**

**TO**

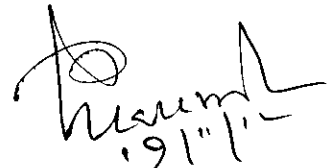
**N.I.B. No 71 Dated 02.11.2012  
(International Competitive Bidding)**

**Name of Work: EPC Contract for setting up of 5 MW Grid Interactive Solar PV Power Project at Monarchak, Tripura, INDIA.**

Amendments & additions have been made to the following clauses of the NIB / Bid Documents pertaining to the above work:

1. Clause No.1.1 of Detailed Notice Inviting Bid
2. Clause No. 1.3 Joint Venture Bidders has been added to the Detailed Notice Inviting Bid.
3. Clause No.1.4 of Detailed Notice Inviting Bid
4. Clause No. 4.1 of Volume 1 Section II ( Instruction to Bidders) of Bid Document.
5. Clause No. 4.3 of Volume 1 Section II ( Instruction to Bidders) of Bid Document.
6. Clause No. 4.3 (a) Joint Venture Bidders has been added to clause No 4.0 of Volume-I Section- II (Instruction to Bidders) of the bid document.
7. Section - I, Bid Forms and Other Forms of Volume-6 Forms & Schedules.
8. Section – IV, Nominee / Assignee Consent Form of Volume -6 Forms & Schedules.
9. The last date for submission is hereby extended up to 02/01/2013

For details, prospective bidders are requested to visit NEEPCO's website [www.neepco.gov.in](http://www.neepco.gov.in). All other terms and conditions of the NIB shall remain unchanged.

  
✓ (N.Chakraborty)  
Executive Director  
Contracts & Procurement



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**CORRIGENDUM NO 02 Dated 19.11.2012**

**TO**

**N.I.B. No 71 Dated 02.11.2012  
(International Competitive Bidding)**

**Name of Work: EPC Contract for setting up of 5 MW Grid Interactive Solar PV Power Project at Monarchak, Tripura, INDIA.**

Clause No.1.1 of Detailed Notice Inviting Bid No.71 dated 02/11/2012 stands amended as below

**1.1 MAIN EXPERIENCE:**

The bidder shall fulfill following eligibility criteria:

- a) The bidder should be a regular manufacturer of solar PV crystalline modules and should have supplied the Solar PV module, type & power rating of at least the offered rating which must have been in successfully operation for at least 1( one) year as on the date of opening of Techno commercial bid.

**AND**

- b) The bidder should have designed, engineered, supplied, erected / supervised erection and commissioned/supervised commissioning of grid connected Solar PV Power Plant(s) of cumulative installed capacity of 1(one) MWp or above, out of which at least 1 (one) plant should be of 500 KWp or above along with associated Balance of Plants including associated Switchyard, which is in successful operation for a period of at least 1(one) year as on the date of opening of Techno-Commercial Bids.

**OR**

- c) Individual Company / Firm , who has successfully manufactured, supplied and commissioned of grid connected Solar PV Power Plant(s) of cumulative installed capacity of 1(one) MWp or above, out of which at least 1 (one) plant should be of 500 KWp or above along with associated Balance of Plants including associated Switchyard , which is in successful operation for a period of at least 1(one) year as on the date of opening of Techno-Commercial Bids and who possesses valid and long term licensing agreement to manufacture Solar PV cells of offered specification with a Solar PV manufacturer who has also designed the offered Solar PV cells and who, on his own, fully meets the requirement. In such event, the Bidder shall, along with his bid, furnish an undertaking jointly executed by him and the Licensor, clearly indicating that the Licensee and the Licensor are jointly and severally liable to the Purchaser for successful performance of the Solar PV Power Plant and their integral auxiliaries offered by the Bidder. The Deed of Joint Undertaking (as per format at **Annexure - (A1)** furnished in Volume-6 of the Bid Document) shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.

**OR**

Individual Company/Firm, satisfying the requirements at **1.1(b)** who is associating / collaborating with Solar PV cell manufacturer meeting the above requirements at **1.1(a)**, shall also be eligible to bid for this contract. In such event, the Bidder shall, along with his bid, furnish an undertaking jointly executed by him and his Associate / Collaborator, in which the Bidder and his Associate / Collaborator are jointly and severally liable to the Purchaser for successful performance of the Solar PV Power Plant. The Deed of Joint Undertaking of such Collaboration (as per format at **Annexure – (A2)** furnished in Volume-6 of the Bid Document) shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.

- d) All other major equipments like Inverters, Transformers, Sub-Station Switchgears, other electrical equipments, control and instrumentation systems, protection systems etc. shall be of field proven quality. If any item/equipment does not fall within the regular manufacturing range of the Bidder, he shall procure the same as bought out item(s), only from manufacturer(s) who have extensive experience in manufacture of the particular type of equipment rated at least for duty required/specified, which are in successful operation for a minimum period of 1(one) year prior to the date of opening of Techno-Commercial Bids.
- e) Adequate Design and Engineering, plant and manufacturing capability and capacity available to perform the work properly and expeditiously within the time period specified. The evidence shall specifically cover, with written details, the installed manufacturing capabilities and present commitments.
- f) Adequate field service organization to provide the necessary field erection and management services required for successfully erecting, testing and commissioning the equipment as per specifications.
- g) Established Quality Assurance Systems and Organization designed to achieve high levels of equipment reliability, both during manufacturing and field installation activities, supported by necessary documentary evidence.

Clause No. 1.3 Joint Venture Bidders has been added to the Detailed Notice Inviting Bid as follows:

### **1.3 JOINT VENTURE BIDDERS:**

- 1.3.1 Individual Company/Firm who do not individually fulfill the requirements indicated above can form Joint Venture / Consortium with a reputed manufacturer of Solar PV who have the experience as indicated in **clause 1(a)** and its partner shall have a legally binding Agreement for joint and several responsibilities and should submit copies of such Agreements with the Bid. In the event of Joint Venture, the role of each partner, along with name of lead partner, must clearly be indicated in the Joint Venture Agreement. In no case shall the Joint Venture have more than 2 (two) partners. One of the Partners shall be nominated as Lead Partner, and his authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatory(s) of the other Partner. The Lead Partner shall be authorized by the Joint Venture to incur liabilities and receive instructions for and on behalf of the Joint Venture, and the entire execution of the Contract, including payments, shall be done exclusively with the Lead Partner. The Joint Venture shall be responsible for the performance of the plant and the partner who is the manufacturer of the Solar PV Cells / Modules will provide Guarantee & Warrantee as per clause No.33.0 of General Terms & Conditions, Vol-I, Sec-III, Part-A

1.3.2 In case of Joint Venture / Consortium, all its partners shall have a legally binding Agreement for joint and several responsibilities. The detailed qualifying criteria of lead partner and other partner are as below: (Format of Joint Venture Agreement / Power of Attorney attached)

- i) There shall be 2 (Two) partners in the Joint Venture/Consortium, one partner shall be a manufacturer of Solar PV meeting the requirements at 1.1(a).
- ii) The Joint Venture/Consortium shall collectively meet the complete requirement of clause 1.1 (a) & (b) and the Financial criteria at clause 1.2.
- iii) The Joint Venture (JV) / Consortium partners shall necessarily identify one of the partner as lead partner who shall meet at least one requirement stipulated in either 1(a) or 1(b).
- iv) The lead partner's share of the Joint Venture / Consortium shall be more than 50 % and the Average Annual Turnover should not be less than the share in the Joint Venture.
- v) The other partner Average Annual Turnover should not be less than percentage share in the Joint Venture.
- vi) Relevant experience of each partner shall be counted for the purpose of assessing experience of this Joint Venture/Consortium. However, parties claiming to have past experience by virtue of being a partner of a Joint Venture/Consortium, while executing particular works in the past, shall also have to produce documentary evidence of their role and scope of work in the aforesaid Joint Venture/Consortium, which only shall be counted for the purpose of assessing experience of this Joint Venture/Consortium.

Clause No.1.4 of Detailed Notice Inviting Bid No.71 dated 02/11/2012 stands amended as below:

- 1.4** Authenticated documentary evidence in support of qualifying requirements, as mentioned under Serial No. 1.1 , 1.2 & 1.3 above shall be submitted in a separate envelope in the envelope containing Techno-Commercial bids, along with Bid Guarantee. For qualifying requirements specified at Para 1.1 above, the documents should be in the form of Certificate of Clients / Owners. Bids submitted without fulfilling the qualifying requirements shall be rejected.

Clause No.4.1 of Volume 1 Section II ( Instruction to Bidders) of Bid Document stands amended as below:

**4.1 TECHNICAL QUALIFYING REQUIREMENTS**

The bidder shall fulfill following eligibility criteria:

- a) The bidder should be a regular manufacturer of solar PV crystalline modules and should have supplied the Solar PV module, type & power rating of at least the offered rating which must have been in successfully operation for at least 1( one) year as on the date of opening of Techno commercial bid.

AND

- b) The bidder should have designed, engineered, supplied, erected / supervised erection and commissioned/supervised commissioning of grid connected Solar PV Power Plant(s) of cumulative installed capacity of 1(one) MWp or above, out of which at least 1 (one) plant should be of 500 KWp or above along with associated Balance of Plants including

associated Switchyard, which is in successful operation for a period of at least 1(one) year as on the date of opening of Techno-Commercial Bids.

OR

- c) Individual Company / Firm , who has successfully manufactured, supplied and commissioned of grid connected Solar PV Power Plant(s) of cumulative installed capacity of 1(one) MWp or above, out of which at least 1 (one) plant should be of 500 KWp or above along with associated Balance of Plants including associated Switchyard , which is in successful operation for a period of at least 1(one) year as on the date of opening of Techno-Commercial Bids and who possesses valid and long term licensing agreement to manufacture Solar PV cells of offered specification with a Solar PV manufacturer who has also designed the offered Solar PV cells and who, on his own, fully meets the requirement. In such event, the Bidder shall, along with his bid, furnish an undertaking jointly executed by him and the Licensor, clearly indicating that the Licensee and the Licensor are jointly and severally liable to the Purchaser for successful performance of the Solar PV Power Plant and their integral auxiliaries offered by the Bidder. The Deed of Joint Undertaking (as per format at **Annexure - (A1)** furnished in Volume-6 of the Bid Document) shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.

OR

Individual Company/Firm, satisfying the requirements at 1.1(b) who is associating / collaborating with Solar PV cell manufacturer meeting the above requirements at 1.1(a), shall also be eligible to bid for this contract. In such event, the Bidder shall, along with his bid, furnish an undertaking jointly executed by him and his Associate / Collaborator, in which the Bidder and his Associate / Collaborator are jointly and severally liable to the Purchaser for successful performance of the Solar PV Power Plant. The Deed of Joint Undertaking of such Collaboration (as per format at **Annexure – (A2)** furnished in Volume-6 of the Bid Document) shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.

- d) All other major equipments like Inverters, Transformers, Sub-Station Switchgears, other electrical equipments, control and instrumentation systems, protection systems etc. shall be of field proven quality. If any item/equipment does not fall within the regular manufacturing range of the Bidder, he shall procure the same as bought out item(s), only from manufacturer(s) who have extensive experience in manufacture of the particular type of equipment rated at least for duty required/specified, which are in successful operation for a minimum period of 1(one) year prior to the date of opening of Techno-Commercial Bids.
- e) Adequate Design and Engineering, plant and manufacturing capability and capacity available to perform the work properly and expeditiously within the time period specified. The evidence shall specifically cover, with written details, the installed manufacturing capabilities and present commitments.
- f) Adequate field service organization to provide the necessary field erection and management services required for successfully erecting, testing and commissioning the equipment as per specifications.
- g) Established Quality Assurance Systems and Organization designed to achieve high levels of equipment reliability, both during manufacturing and field installation activities, supported by necessary documentary evidence.

Clause No. 4.3 (a) Joint Venture Bidders has been added to clause No 4.0 of Volume-I, Section- II ( Instruction to Bidders) of the bid document as follows.

**4.3 (a) JOINT VENTURE BIDDERS:**

- 4.3(a).1 Individual Company/Firm who do not individually fulfill the requirements indicated above can form Joint Venture / Consortium with a reputed manufacturer of Solar PV who have the experience as indicated in **clause 1(a)** and its partner shall have a legally binding Agreement for joint and several responsibilities and should submit copies of such Agreements with the Bid. In the event of Joint Venture, the role of each partner, along with name of lead partner, must clearly be indicated in the Joint Venture Agreement. In no case shall the Joint Venture have more than 2 (two) partners. One of the Partners shall be nominated as Lead Partner, and his authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatory(s) of the other Partner. The Lead Partner shall be authorized by the Joint Venture to incur liabilities and receive instructions for and on behalf of the Joint Venture, and the entire execution of the Contract, including payments, shall be done exclusively with the Lead Partner. The Joint Venture shall be responsible for the performance of the plant and the partner who is the manufacturer of the Solar PV Cells / Modules will provide Guarantee & Warrantee as per clause No.33.0 of General Terms & Conditions, Vol-I, Sec-III, Part-A
- 4.3(a).2 In case of Joint Venture / Consortium, all its partners shall have a legally binding Agreement for joint and several responsibilities. The detailed qualifying criteria of lead partner and other partner are as below: ( Format of Joint Venture Agreement / Power of Attorney attached)
- i) There shall be 2 (Two) partners in the Joint Venture/Consortium, one partner shall be a manufacturer of Solar PV meeting the requirements at **1.1(a)**.
  - ii) The Joint Venture/Consortium shall collectively meet the complete requirement of clause **1.1 (a) & (b)** and the Financial criteria at clause 1.2 above.
  - iii) The Joint Venture (JV) / Consortium partners shall necessarily identify one of the partner as lead partner who shall meet at least one requirement stipulated in either **1(a) or 1(b)**.
  - iv) The lead partner's share of the Joint Venture / Consortium shall be more than 50 % and the Average Annual Turnover should not be less than the share in the Joint Venture.
  - v) The other partner Average Annual Turnover should not be less than percentage share in the Joint Venture.
  - vi) Relevant experience of each partner shall be counted for the purpose of assessing experience of this Joint Venture/Consortium. However, parties claiming to have past experience by virtue of being a partner of a Joint Venture/Consortium, while executing particular works in the past, shall also have to produce documentary evidence of their role and scope of work in the aforesaid Joint Venture/Consortium, which only shall be counted for the purpose of assessing experience of this Joint Venture/Consortium.

Clause No.4.3 of Detailed Notice Inviting Bid No.71 dated 02/11/2012 stands amended as below:

- 4.3 (b)** Authenticated documentary evidence in support of qualifying requirements, as mentioned under Serial No. 4.1 , 4.2 & 4.3(a) above shall be submitted in a separate envelope in the

envelope containing Techno-Commercial bids, along with Bid Guarantee. For qualifying requirements specified at Para 1.1 above, the documents should be in the form of Certificate of Clients / Owners. Bids submitted without fulfilling the qualifying requirements shall be rejected.

Section – I of Volume 6, Bid Forms & Other Forms stands amended and the detailed amendment is attached.

Section – IV of Volume 6, Nominee / Assignee Consent Form stands amended and the detailed is attached.

The above shall form an integral part of the Bid Documents. Further, all other terms and conditions of the NIB shall remain unchanged.

Sd/-  
**(N.Chakraborty)**  
**Executive Director**  
**Contracts & Procurement**

North Eastern Electric Power Corporation Ltd	5 MW SOLAR PV POWER PLANT at MONARCHAK, TRIPURA	VOLUME-6
	EPC CONTRACT FOR COMPLETE DESIGN, SUPPLY, INSTALLATION & COMMISSIONING	SECTION -I
		BID FORM & OTHER FORMS

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### FORM A - BID FORM

(To be stamped in accordance with Stamp Act)

Date .....

Contract No. ....

To,  
Executive Director (Contracts and Procurement),  
North Eastern Electric Power Corporation Limited,  
Brookland Compound, Lower New Colony,  
Shillong – 793003, Meghalaya

Dear Sirs,

Having examined the conditions of contract, the specifications including Addendum No(s) :  
(.....insert number), the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver (.....Description of goods and services) in conformity with the said drawings, conditions of contract and specifications for the consideration as may be ascertained in accordance with the schedule of prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to commence delivery within (.....Number) days and to complete transportation to Site, Insurance, Handling, Storage at Site, Erection, Testing and Commissioning, Civil, Architectural and Structural Works of 5 MW PV Solar Power Project, at Monarchak, Tripura as specified in the contract within (.....Number) days calculated from the date of receipt of your Letter of Intent.

If our tender is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% (ten percent) of the contract sum for the due performance of the contract.

We agree to abide by this tender for a period of 240 (Two Hundred Forty) days from the date fixed for opening of tender under clause of the instruction to Bidders and it shall remain binding upon and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this tender together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated ..... Day of ..... of ..... 201\_

.....  
(Signature)

.....  
(In the capacity of.....)

Duly authorized to sign bid for and on behalf of .....

Witness .....

Address .....

Signature .....

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**FORM B –POWER OF ATTORNEY FORM**  
**(To be submitted by the Joint Venture in favour of the Lead)**

**(ON NON-JUDICIALS STAMP PAPER OF APPROPRIATE VALUE TO BE  
PURCHASED IN THE NAME OF JOINT VENTURE)**

KNOW ALL MEN BY THESE PRESENTS THAT WE, the partners whose details are given hereunder ..... have formed a Joint Venture under the laws of ..... and having our Registered Office(s) / Head Office(s) at ..... (hereinafter called the Joint Venture) acting through M/s ..... being the lead partner, do hereby constitute, nominate and appoint M/s ..... a company incorporate under the law of ..... and having our Registered Office(s) / Head Office(s) at..... as our duly constituted lawful Attorney (hereinafter called ‘Attorney’ or ‘Authorized Representative’ or ‘Lead Partner’) to exercise all or any of the powers for and on behalf of the Joint Venture in regard to NIB No. ....& dated ..... (Package No., / name of work) the bid for which have been invited by ..... (hereinafter called ‘Employer’) to undertake the following acts:

- i) To submit bid / Proposal and participate in the aforesaid Notice Inviting Bid of the EMPLOYER on behalf of the Joint Venture.
- ii) To negotiate with the Employer the Terms & Conditions for award of the Contract pursuant to the aforesaid Bid and sign the Contract with the Employer for on behalf of the Joint Venture.
- iii) To do any other acts and / or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the ‘Joint Venture’.

It is clearly understood that Lead Partner shall ensure performance of the Contract(s), Partner-in-Charge for separate Contract(s) to ensure performance of respective Contract(s) and if one or more Partners fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

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It is expressly understood that this Power Of Attorney shall remain valid binding and irrevocable till completion of the warranty period / defect liability period in terms of the Contract(s).

The Joint Venture hereby agrees and undertake to ratify, confirm all whatsoever the said Attorney / Authorized Representative / Lead Partner quotes in the Bid, negotiates and signs the Contract with the EMPLOYER and / or proposes to act on behalf of the Joint Venture as if done by itself.

The Joint Venture Partners hereby confirm that the signatories hereto have the authority to issue this Power of Attorney and have the authority to bind the respective Partner-Company and documents to this effect have been submitted alongwith the Bid document.

In witness thereof the Partners constituting the Joint Venture as aforesaid have executed this Power of Attorney on this ..... day of ..... under the common seal(s) of their companies.

For and on behalf of  
the partners of Joint Venture

.....  
.....  
.....

Common Seal of the above Partner(s) of the Joint Venture, the Common seal has been affixed there unto in the presence of:

1. Signature .....  
Name .....  
Designation .....  
Occupation .....
2. Signature .....  
Name .....  
Designation .....  
Occupation .....

Note:

The above Power of Attorney shall be signed by the authorized representatives by the each Partner of the Joint Venture.

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## FORM C

### JOINT VENTURE AGREEMENT

**(ON NON-JUDICIALS STAMP PAPER OF APPROPRIATE VALUE TO BE  
PURCHASED IN THE NAME OF JOINT VENTURE)**

JOINT VENTURE AGREEMENT BETWEEN \_\_\_\_\_ FOR NIB NO  
\_\_\_\_\_ OF (Name of Employer)

THIS Joint Venture agreement executed on this \_\_\_\_\_ day of \_\_\_\_\_  
between (i) M/s \_\_\_\_\_ a company incorporated under the laws of \_\_\_\_\_  
and having its registered office at \_\_\_\_\_ (herein after  
called the 'Lead partner' which expression shall include its successors executors and permitted  
assigns) and having \_\_\_\_\_% share in the Joint Venture /Consortium, (ii)  
M/s \_\_\_\_\_ and having its registered, company incorporated under the  
laws of \_\_\_\_\_ and having its registered, office at \_\_\_\_\_  
(herein after called the 'Partner' which expression shall include its  
successors, executors and permitted assigns) and having \_\_\_\_\_% share in the JV/C, (iii) M/s  
\_\_\_\_\_ a company incorporated under the laws of \_\_\_\_\_ and  
having its registered office at \_\_\_\_\_ (herein after called the 'Partner' which  
expression shall include its successors, executors and permitted assigns) and  
having \_\_\_\_\_% share in the JV/C, and (iv) M/s \_\_\_\_\_ and  
having its registered, company incorporated under the laws of \_\_\_\_\_ and  
having its registered, office at \_\_\_\_\_ (herein after called the 'partner' which  
expression shall include its successors, executors and permitted assigns) and  
having \_\_\_\_\_% share in the JV/C for the purpose of submission of a bid and entering into  
a contract (in case of award) against the NIB No. \_\_\_\_\_ for execution of the works for  
(name of works) of (name of Employer).

WHEREAS the Employer invited bids as per the above mentioned NIB  
No. \_\_\_\_\_ for the execution of the works stipulated in the bidding documents  
under subject bid package for (name of Project).

AND WHEREAS clause \_\_\_\_\_ of Instruction to Bidders the BID SUBMISSION /  
PROPOSAL FORM shall be signed by all the partners of the Joint Venture, who will be jointly  
and severally liable to perform the contract and all obligations hereunder. The Joint Venture  
agreements shall be attached to the bid.

### **PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to define the principles of collaboration among the Parties to:

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- Submit Bid jointly to qualify for the execution of (*Tender package reference*) as a Joint Venture/ Consortium.
- Prepare and submit technical and commercial proposals to the Employer.
- Negotiate and sign Contract in case of award.
- Provide and perform the Works in accordance with the Contract.

## NAME

For the purpose of participating in the Bid, the name of the Joint Venture/Consortium shall be “\_\_\_\_\_”.

## LEGAL RELATIONSHIP OF THE PARTIES

This Agreement shall not be construed as establishing or giving effect to any legal entity such as, a company, a partnership, etc. It shall relate solely towards the Employer for submission of Bid for (*Tender package reference*) and related execution of works to be performed pursuant to the Contract and shall not extend to any other activities.

The Parties shall be jointly and severally responsible and bound towards the Employer for the performance of the works in accordance with the terms and conditions of the Bid document and / or Contract.

## NOW THIS INDENTURE WITNESSETH AS UNDER

In consideration of the above premise and agreements, all the partners to this joint venture do hereby now agree as follows:

1. In consideration of the award of the contract by the Employer to the joint venture partners, we, the partners to the joint venture agreement do hereby agree that M/s\_\_\_\_\_ shall act as Lead partner. We, the partners to this Joint Venture further declare and confirm that we shall jointly and severally be bound unto the Employer for the successful performance of the contract and shall be fully responsible for the execution of the works under separate contracts and an over all Contract Agreement for successful performance of the works in accordance with the contract.
2. In case of any breach of the said contract by the Lead partner or any of the other partner(s) of the Joint Venture agreement, all the partners(s) do hereby agree to be fully responsible for the successful performance of the contract(s) and to carry out all the obligations and responsibilities under the contract in accordance with the requirements of the contract(s).
3. Further, if the Employer suffers any loss or damage on account of any breach in the contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the contract all the partner(s) of these presents undertake

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to promptly make good such loss or damages caused to the Employer on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other partner(s).

4. The financial liability of the Partners of this Joint Venture agreement to the EMPLOYER, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.
5. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the partners shall be as enclosed in Annexure I to this agreement (The responsibilities and obligations of each partners to be separately incorporated suitably by the partners in enclosed Annexure-I), it is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and severally responsibility of the Partners under this contract.
6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the Courts (.....) alone shall have the exclusive jurisdiction in all matters arising there under.
7. In case of award of contract(s), we the Partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing contract performance guarantee from a bank in favour of the Employer in the currency/ currencies of the contract(s).
8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the contract(s), and shall continue to be enforceable till the end of warranty period / Defect Liability Period. It shall be effective from the date first mentioned above for all purpose and intents.

IN WITNESS WHEREOF, the partners to the Joint Venture agreement have through their authorised representatives executed these presents and affixed common seals of their companies, on the day, month and year first mentioned above.

***Enclosed: Annexure-I***

1. Common Seal of \_\_\_\_\_  
Lead partner  
Has been affixed in my/our presence.

For and or behalf of

Dated \_\_\_\_\_

(Signature of authorised representative)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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Signature: \_\_\_\_\_ (common Seal of the Company)  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

2. Common Seal of \_\_\_\_\_  
has been affixed in my/our presence. For and behalf of partner(s)

Dated \_\_\_\_\_ (Signature of authorised representative)  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

Signature: \_\_\_\_\_ (common Seal of the Company)  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

### 3. WITNESSES

1. \_\_\_\_\_ (2) \_\_\_\_\_  
(Signature) (Signature)  
Name \_\_\_\_\_ Name \_\_\_\_\_  
(official address) (official address)

## *Annexure I*

### 1.0 LEADERSHIP

\_\_\_\_\_ (Name of the Lead Partner) shall act as Leader of the Joint Venture/Consortium. As such, it shall act as the coordinator of the parties combined activities and shall carry out the following functions:

- 1.1 To ensure the technical, commercial and administrative co-ordination of the Works.
- 1.2 To lead the contract negotiations of the works with the Employer.

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1.3 To receive instructions and incur liabilities for and on behalf of any or all Parties.

1.4 In case of an award, act as channel of communication between the Employer and the parties to execute the Contract.

## Article 2.0 SCOPE OF WORKS OF EACH PARTY

The Scope of works to be performed by each Party shall be as herein below:

### 2.1 Scope of Works:

The Scope of Work for each Party shall be defined as follows:

2.1.1 \_\_\_\_\_(Name of Lead Partner) shall be responsible for the following (Define the scope of works:-

- 
- 
- 
- 

2.1.2 \_\_\_\_\_(Name of Partner-1) shall be responsible for the following (Define the scope of works:-

- 
- 
- 
- 

### 2.2 Participation Share of each Partner

Partner-1 (Lead partner)	_____%
Partner-2	_____%

### 2.3 Capital Contribution to be made by each Party for the Works



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Partner-1 (Lead partner)	_____ %
Partner-2	_____ %

#### 2.4 Financial Commitment of each party in terms of Contract Value.

Partner -1 (Lead partner)	_____ %
Partner-2	_____ %

#### 2.5 Sharing of Profit / Loss by each Party

Partner-1 ( Lead partner)	_____ %
Partner-2	_____ %

The payments shall be made in the name of \_\_\_\_\_ (name of Joint Venture/Consortium).

OR

The payments shall be made in the name of Lead Partner.

*(strike out whichever is not applicable)*

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## FORM D –POWER OF ATTORNEY FORM

**(In case of joint ventures, separate Powers of Attorney should be provided for each member)**

To,

Executive Director (Contracts and Procurement),  
North Eastern Electric Power Corporation Limited,  
Brookland Compound, Lower New Colony,  
Shillong – 793003, Meghalaya

KNOW BY ALL MEN by these presents that the undersigned

.....  
(Name) (Title)

.....  
(Company)

lawfully authorized to represent and act on behalf of the said company , a Corporation formed  
under the laws of ..... with a registered head  
(Country)

office situated at .....  
(Complete address)

do hereby appoint .....  
(Name)

..... of .....  
(Title) (Company)

whose signature appears below to be the true and lawful attorney, and authorize said attorney to  
conduct negotiations with the North Eastern Electric Power Corporation Limited, to sign the tender  
and Contract Agreement , and to execute all the necessary matters related thereto in the name and  
on behalf of the said company in connection with the works under the contract entitled  
.....(name of works) of 5 MW PV Solar Power Project.

In witness whereof, I have hereunto set my hand this .....day of ..... in the year 20...

.....(Signature)  
.....(Signature of Attorney)  
.....(Signature of witness)

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## **ANNEXURE- (A1)**

### DEED OF JOINT UNDERTAKING TO BE GIVEN BY LICENSOR ALONGWITH THE LICENSEE FOR SOLAR POWER EQUIPMENT, SYSTEM FOR 5 MW PV SOLAR POWER PROJECT AT MONARCHAK, TRIPURA

This DEED executed on this.....day of  
.....Two thousand.....by....., a company incorporated under the laws  
of ..... having its Registered Office at  
.....(hereinafter called  
"Collaborator", which expression shall include its successors, administrators, executors and  
permitted assigns) and ....., a company incorporated under the  
.....Act,....., having its Registered Office at .....  
(hereinafter called "Bidder/Contractor" which expression shall include its successors,  
administrators, executors and permitted assigns) in favour of North Eastern Electric Power  
Corporation, a Company incorporated under the Companies Act, 1956, having its Registered  
Office at Shillong, Meghalaya (here-in-after called 'NEEPCO' or 'OWNER' which expression shall  
include its successors, administrators, executors and assigns).

WHEREAS, the Owner invited Bids for EPC Contract for the 5 MW Grid Interactive Solar PV  
Power Project vide its NIB No.....

AND WHEREAS ..... has submitted bid bearing proposal  
No.....dated.....in respect of the above project against the Owner's above  
specifications.

AND WHEREAS, .....is entitled to bid as per the Instructions to Bidders  
contained in the Owner's conditions of contract, provided.....and its  
qualified Licensor give an undertaking that they shall be held jointly responsible and bound upto  
the owner for successful performance of the complete Solar Power Project with associated  
auxiliaries and accessories fully meeting the parameters guaranteed as per the bid Specifications, in  
the event the bid is accepted by the owner resulting in a contract (here-in-after called the  
'CONTRACT')

NOW THEREFORE, THIS DEED Witnesseth As Under

1. That in consideration of the award of the Contract by the owner to .....we, the  
aforesaid Licensor and Licensee will jointly be responsible in accordance with the contract to the  
owner for the successful performance of the complete Solar Power Project with associated  
auxiliaries and anciliaries, such that it fully meets the guaranteed parameters required as per the  
contract specification.

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2. Without prejudice to the generality of the undertaking in paragraph 1 above, the method of achieving the objectives set forth in paragraph 1 above shall be as follows :

a) The Licensor shall be required to furnish the critical components of the system as per their design and the advice and provide necessary technical assistance to.....  
for the design and manufacture of the Photovoltaic Cells along with all associated equipment under the contract, their quality surveillance during manufacture, erection and commissioning and performance testing both at the Licensee's works and/or at the Owner's project site as mutually agreed upon by the Owner, Licensee and Licensor. The Licensor further shall depute their technical experts from time to time to the Licensee's works/Owner's project site as mutually agreed upon between the Owner, Licensee and Licensor to facilitate the successful performance of the 5 MW Grid Interactive Solar PV Power Project as stipulated in the aforesaid Contract specification.

b) The Licensee will be responsible to design, supply, erect, commission and carry out the performance testing of the entire system/equipment under the Contract.

c) In the event Licensee fail to demonstrate successful performance of the 5 MW PV Solar Power Project as set forth in paragraph 1 above, the Licensor and the Licensee shall carry out the proper corrective measures at the Licensee's expense, and if necessary, shall provide corrected designs to the owner.

d) Implementation of the corrected designs and all other necessary corrective repairs, replacements or modifications to the 5 MW PV Solar Power Project shall be the responsibility of the Licensee.

3. The Licensee will be fully responsible for the quality of all the equipment/main assembled/components manufactured at its works or at its Vendor's works or if necessary, their repair or replacement, for incorporation in the 5 MW PV Solar Power Project, and timely delivery as per the contract.

4. This deed of undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts in India shall have exclusive jurisdiction.

5. We, the Licensee and Licensor, undertake not to revoke this Undertaking till the expiry of the Warranty period of the equipments supplied under the contract, and further stipulate that the undertaking herein contained shall terminate, upon satisfactory completion of such warranty period. We further agree that this Undertaking shall be without prejudice to the various liabilities of the Licensee, including the Contract Performance Guarantees as well as other obligations of the Contractor the terms of the Contract.

6. That this Deed will form an integral part of the Contract awarded to the Contractor on acceptance of the bid and shall be operative from the effective date of the Contract.

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IN WITNESS WHEREOF, the Licensor and the Licensee have, through their authorised representatives, set their hands and seals on the day first mentioned above.

WITNESS(Name and Address)

Licensor

(Signature)  
(Name)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Common Seal of the Company)

WITNESS(Name and Address)

Licensee

(Signature)  
(Name)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Common Seal of the Company)

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## **ANNEXURE- (A2)**

### **DEED OF JOINT UNDERTAKING TO BE GIVEN BY COLLABORATOR ALONGWITH THE CONTRACTOR FOR SOLAR POWER EQUIPMENT, SYSTEM FOR 5 MW PV SOLAR POWER PROJECT AT MONARCHAK, TRIPURA**

This DEED executed on this.....day of .....Two thousand.....by....., a company incorporated under the laws of ..... having its Registered Office at .....(hereinafter called "Collaborator", which expression shall include its successors, administrators, executors and permitted assigns) and ....., a company incorporated under the .....Act,....., having its Registered Office at .....(hereinafter called "Bidder/Contractor" which expression shall include its successors, administrators, executors and permitted assigns) in favour of North Eastern Electric Power Corporation, a Company incorporated under the Companies Act, 1956, having its Registered Office at Shillong, Meghalaya (here-in-after called 'NEEPCO' or 'OWNER' which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Owner invited Bids for EPC Contract for the 5 MW Grid Interactive Solar PV Power Project vide its NIB No.....

AND WHEREAS ..... has submitted bid bearing proposal No.....dated.....in respect of the above project against the Owner's above specifications.

AND WHEREAS, .....is entitled to bid as per the Instructions to Bidders contained in the Owner's conditions of contract, provided.....and its qualified collaborator give an undertaking that they shall be held jointly responsible and bound upto the owner for successful performance of the complete Solar Power Project with associated auxiliaries and accessories fully meeting the parameters guaranteed as per the bid Specifications, in the event the bid is accepted by the owner resulting in a contract (here-in-after called the 'CONTRACT')

NOW THEREFORE, THIS DEED Witnesseth As Under

1. That in consideration of the award of the Contract by the owner to .....we, the aforesaid Collaborator and Contractor will jointly be responsible in accordance with the contract to the owner for the successful performance of the complete Solar Power Project with associated auxiliaries and anciliaries, such that it fully meets the guaranteed parameters required as per the contract specification.

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2. Without prejudice to the generality of the undertaking in paragraph 1 above, the method of achieving the objectives set forth in paragraph 1 above shall be as follows :

a) The Collaborator shall be required to furnish the critical components of the system as per their design and the advice and provide necessary technical assistance to.....  
for the design and manufacture of the Photovoltaic Cells along with all associated equipment under the contract, their quality surveillance during manufacture, erection and commissioning and performance testing both at the Contractor's works and/or at the owner's project site as mutually agreed upon by the owner, Contractor and Collaborator. The Collaborator further shall depute their technical experts from time to time to the Contractor's works/owner's project site as mutually agreed upon between the owner, contractor and collaborator to facilitate the successful performance of the 5 MW Grid Interactive Solar PV Power Project as stipulated in the aforesaid Contract specification.

b) The contractor will be responsible to design, supply, erect, commission and carry out the performance testing of the entire system/equipment under the Contract.

c) In the event Collaborator and Contractor fail to demonstrate successful performance of the 5 MW PV Solar Power Project as set forth in paragraph 1 above, the Collaborator and the Contractor shall carry out the proper corrective measures at the Contractor's expense, and if necessary, shall provide corrected designs to the owner.

d) Implementation of the corrected designs and all other necessary corrective repairs, replacements or modifications to the 5 MW PV Solar Power Project shall be the responsibility of the Contractor.

3. The Collaborator will be fully responsible for the quality of all the equipment/main assembled/components manufactured at its works or at its Vendor's works or if necessary, their repair or replacement, for incorporation in the 5 MW PV Solar Power Project, and timely delivery as per the contract.

4. This deed of undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts in India shall have exclusive jurisdiction.

5. We, the contractor and Collaborator, undertake not to revoke this Undertaking till the expiry of the Warranty period of the equipments supplied under the contract, and further stipulate that the undertaking herein contained shall terminate, upon satisfactory completion of such warranty period. We further agree that this Undertaking shall be without prejudice to the various liabilities of the Contractor, including the Contract Performance Guarantees as well as other obligations of the Contractor the terms of the Contract.

6. That this Deed will form an integral part of the Contract awarded to the Contractor on acceptance of the bid and shall be operative from the effective date of the Contract.

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IN WITNESS WHEREOF, the Collaborator and the Contractor have, through their authorised representatives, set their hands and seals on the day first mentioned above.

WITNESS(Name and Address)

COLLABORATOR

(Signature)  
(Name)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Common Seal of the Company)

WITNESS(Name and Address)

CONTRACTOR

(Signature)  
(Name)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Common Seal of the Company)



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## FORM C – INTEGRITY PACT FORM

### INTEGRITY PACT

#### Between

North Eastern Electric Power Corporation Limited(NEEPCO), a company registered under the Companies Act, 1956 and having its registered office at Brookland Compound, Lower New Colony, Shillong – 793003, Meghalaya, India, hereinafter referred to as “Principal”, which expression unless repugnant to the contents or meaning thereof shall include its successors or assigns on the ONE PART

#### And

-----, (description of the party along with address), hereinafter referred to as “Bidder/Contractor”, which expression unless repugnant to the contents or meaning thereof shall include its successors or assigns on the OTHER PART

### Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for Setting up of 5 MW Grid Interactive Solar PV Power Project at Monarchak, Tripura, India. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section – 1 – Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - 1.1.1 No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

- 2.1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/Contractor(s) will not commit any penal offence under the relevant IPC/PC Act: further the Bidder(s)/Contractor(s) will not use improperly, for the purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian nationality shall furnish the name and address of foreign principals, if any. Further, the information pertaining to local representatives/ agents of Foreign Bidders shall be disclosed

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by the Bidder(s)/Contractor(s), as per requirement of Instruction to Bidders, Section II, Book 1 Volume 1 of the Bid Documents.

- 2.2 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the separate guidelines framed by the Principal.

### **Section 4 – Compensation for damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages equivalent to 5% of the Contract Price or the amount equivalent to Security Deposit/Contract Performance Bank Guarantee, whichever is higher.

### **Section 5 – Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3(three) years with any other company in any country conforming to anti – corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process, or the contract, if already awarded, can be terminated for such reason.

### **Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors**

- 6.1 The Bidder(s)/Contractor(s)/undertake(s) to obtain from all sub-contractors a commitment consistent with this Integrity Pact and report compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of the Bidder's/Contractor's quoted price/contract price with the Principal. The Bidder(s)/Contractor(s) shall continue to remain responsible for any default by his sub-contractor(s).

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6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 Bidders who do not sign this pact or violate its provisions shall be disqualified by the Principal from the tender process.

## **Section 7 – Criminal charges against violating Bidders/Contractors/Sub-Contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8 – Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, NEEPCO.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the Principal and request the management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can, in this regard, submit non bonding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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- 8.6 The Monitor will submit a written report to the CMD, NEEPCO within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, NEEPCO shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, NEEPCO, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NEEPCO has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, NEEPCO.
- 8.10 The word 'Monitor' would include both singular and plural.

## **Section 9 – Pact duration**

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Contractor 12(Twelve) months after the last payment under the respective contract and for all other Bidders 6(Six) months after the contract has been awarded.
- 9.2 If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified as above, unless it is discharged/determined by the CMD, NEEPCO.

## **Section 10 – Other provisions**

- 10.1 This agreement is subject to Indian laws and jurisdiction shall be the registered office of the Principal, i.e., Shillong, Meghalaya.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a Joint Venture(JV)/Consortium, this agreement must be signed by all partners or JV/Consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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10.5 Only those Bidders/Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be mandatory for meeting the qualifying requirement.

.....

For & on behalf of the Principal

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

.....

For & on behalf of the Bidder/Contractor

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

North Eastern Electric Power Corporation Ltd	5 MW PV SOLAR POWER PLANT at MONARCHAK, TRIPURA	VOLUME-6
	EPC CONTRACT FOR COMPLETE DESIGN, SUPPLY, INSTALLATION & COMMISSIONING	SECTION-IV
		SECURITY FORMS / DRAFT CONTRACT AGREEMENT

**NOMINEE /ASSIGNEE CONSENT FORM**

To,

The Executive Director (Contracts and Procurement)

North Eastern Electric Power Corporation Ltd.,

Lower New Colony: Brookland Compound,

Shillong -793003, Meghalaya

Sub: 5 MWp Grid Interactive Solar PV Power Project at Monarchak, Tripura, INDIA

This has reference to the proposal No..... dated.....submitted by M/S.....for the entire scope of work as per Bid Documents issued by you to M/S.....vide your letter No.....dated.....for the 5 MW PV Solar Power Project. We M/S.....the authorized nominee / assignee of M/S .....do hereby agree, confirm, adopt and unconditionally accept the aforesaid proposal of M/S.....for 5 MW PV Solar Power Project at.....and request that the same should be treated as our offer to North Eastern Electric Power Corporation Ltd., herein referred to as NEEPCO for the indigenous portion of the works.

We further undertake to execute and perform the indigenous portion of M/S..... proposal dated..... as stipulated in para.....of .....on same terms and conditions as may be mutually agreed to between NEEPCO and .....in accordance with terms and conditions of the Contract, if awarded.

Thanking you,

Yours faithfully

For and on behalf of M/S.....

Signature.....

(Authorised Signatory)

Name.....

Date.....