



NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED
(A Govt. of India Enterprise)
www.neepco.gov.in

**OFFICE OF THE EXECUTIVE DIRECTOR
CONTRACTS & PROCUREMENT**

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**CORRIGENDUM NO. 2 DATED 02/11/2015
TO
NIB No. 161 DATED 17/09/15**

FOR

EPC Contract for setting up of 2 MWp Grid Interactive Solar PV Power Plant employing Poly Crystalline Technology complete in all respects along with Operation & Maintenance for a period of 05 (Five) years, at Lanka, Assam.

The clause No 1.3 of NIB and JV/Consortium format (FORM C), Vol-6 of bid document are amended as per Annexure-I & II.

For details of the amendment, prospective bidders are requested to visit <https://neepco.abcpocure.com> and www.neepco.gov.in.

The last date for submission of bids is hereby extended upto 14:00 hrs. (IST) of 16/11/15. The last date for downloading of bid document is also extended upto 12:00 hrs of 16/11/15. Bids will be opened online on 16/11/15 at 16:00 hrs.(IST) onwards

All other terms and conditions will remain unchanged.

**Sd/-
Executive Director
Contracts & Procurement**

Clause Ref	Existing Clause	Amended Clause
1.3 of NIB	Joint Venture Bidders: Individual Company/Firm can form Joint Venture / Consortium with other partner 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/ Consortium, the role of each partner, along with name of lead partner, must clearly be indicated in the Joint Venture/Consortium Agreement. In no case shall the Joint Venture/ Consortium 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/ Consortium to incur liabilities and receive instructions for and on behalf of the Joint Venture/ Consortium, and the entire execution of the Contract, including payments, shall be done exclusively to the partner authorized by the Joint-Venture/ Consortium.	Joint Venture /Consortium Bidders: Individual Company/Firm can form Joint Venture / Consortium with other partners and its partners 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/ Consortium, the role of each partners, along with name of lead partner, must clearly be indicated in the Joint Venture/Consortium Agreement. The JV/Consortium may have 2 (two) or more 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/ Consortium to incur liabilities and receive instructions for and on behalf of the Joint Venture/ Consortium, and the entire execution of the Contract, including payments, shall be done exclusively to the partner authorized by the Joint-Venture/ Consortium.
1.3.1	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: i) There shall be 2 (Two) partners in the Joint Venture/Consortium, with a minimum holding of 60% for the lead partner. The lead partner of Joint Venture/Consortium shall fully meet the following requirements ii) The lead partner of Joint Venture/Consortium shall fully meet the following requirements:-	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 partners are as below: i) There may be 2 (Two) or more partners in the Joint Venture/Consortium, with a minimum holding of 60% for the lead partner. The lead partner of Joint Venture/Consortium shall fully meet the following requirements. ii) The lead partner of Joint Venture/Consortium shall fully meet the following requirements:-

a) The lead partner shall meet at least the requirement stipulated either at Cl. No. 1.1(i) or 1.1(ii) above. b) Share in Joint Venture/Consortium of not less than 60%. c) Minimum Average Annual Turnover (MAAT) as given in financial criteria Clause 2(a) below of not less than percentage share in Joint-Venture/Consortium. d) Liquid Asset given in financial criteria clause 2(b) below of not less than percentage share in Joint-Venture/Consortium; e) Net Worth given in financial criteria Clause 2(c) below. f) Bid capacity given in financial criteria Clause 2(d) below of not less than percentage share in Joint-Venture/Consortium iii) The other partner of Joint Venture/Consortium shall fully meet the following requirements:- a) The Balance of technical requirement as specified in clause 1.1 which is not fulfilled by the lead partner. b) Share of the other partner in Joint-Venture/ Consortium shall not be more than 40%; c) Minimum Average Annual Turnover (MAAT) as given in financial criteria Clause 2(a) below of not less than percentage share in Joint-Venture/Consortium. d) Liquid Asset given in financial criteria clause 2(b) below of not less than percentage share in Joint-Venture/ Consortium; e) Net Worth given in financial criteria Clause 2(c) below. f) Bid capacity given in financial criteria Clause 2(d) below of not less than percentage share in Joint-Venture/ Consortium	a) The lead partner shall meet at least the requirement stipulated either at Cl. No. 1.1(i) or 1.1(ii) above. b) Share in Joint Venture/Consortium of not less than 60%. c) Minimum Average Annual Turnover (MAAT) as given in financial criteria Clause 2(a) below of not less than percentage share in Joint-Venture/Consortium. d) Liquid Asset given in financial criteria clause 2(b) below of not less than percentage share in Joint-Venture/ Consortium; e) Net Worth given in financial criteria Clause 2(c) below. f) Bid capacity given in financial criteria Clause 2(d) below of not less than percentage share in Joint-Venture/ Consortium iii) The other partners of Joint Venture/Consortium shall fully meet the following requirements:- a) The Balance of technical requirement as specified in clause 1.1 which is not fulfilled by the lead partner. b) Share of the other partners collectively in Joint-Venture/ Consortium shall not be more than 40%; c) Minimum Average Annual Turnover (MAAT) as given in financial criteria Clause 2(a) below of not less than percentage share in Joint-Venture/Consortium. d) Liquid Asset given in financial criteria clause 2(b) below of not less than percentage share in Joint-Venture/ Consortium; e) Net Worth given in financial criteria Clause 2(c) below. f) Bid capacity given in financial criteria Clause 2(d) below of not less than percentage share in Joint-Venture/ Consortium
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Existing JV/Consortium Format	Amended JV/Consortium Format
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, 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).	FORM C JOINT VENTURE AGREEMENT/ CONSORTIUM (ON NON-JUDICIALS STAMP PAPER OF APPROPRIATE VALUE TO BE PURCHASED IN THE NAME OF JOINT VENTURE) JOINT VENTURE/CONSORTIUM AGREEMENT FOR NIB NO _____ OF (Name of Employer) THIS Joint Venture/Consortium agreement executed on this _____ day of _____ between _____ 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, and M/s _____ and having its registered, company incorporated under the laws of _____ and having its registered, office at _____ (herein after called the 'Partner-2' which expression shall include its successors, executors and permitted assigns) and having _____ % share in the JV/C, M/s _____ and having its registered, company incorporated under the laws of _____ and having its registered, office at _____ (herein after called the 'Partner-n' 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).

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:

- 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 Consortium/Joint Venture 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.

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 as per Instruction to Bidders the BID SUBMISSION / PROPOSAL FORM shall be signed by all the partners of the Joint Venture/Consortium, who will be jointly and severally liable to perform the contract and all obligations hereunder. The Joint Venture/Consortium agreement 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:

- 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 Consortium/Joint Venture 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



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 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

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/consortium do hereby now agree as follows:

1. In consideration of the award of the contract by the Employer to the joint venture /Consortium partners, we, the partners to the joint venture/Consortium agreement do hereby agree that M/s _____ shall act as Lead partner. We, the partners to this Joint Venture/Consortium 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/Consortium 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

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 /	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/Consortium 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/Consortium 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 /Consortium agreement. 5. It is expressly understood and agreed between the Partners to this Joint Venture agreement/Consortium 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/Consortium 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/Consortium 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).	presents undertake 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).
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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 _____ For and or
behalf of Lead partner
Has been affixed in my/our presence.

Dated _____ (Signature of
authorised representative) Name: _____

Designation: _____

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)

8. It is further agreed that the Joint Venture/Consortium 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/Consortium 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

4. Common Seal of _____ For and or behalf
of Lead partner
Has been affixed in my/our presence.

Dated _____ (Signature of
authorised representative) Name: _____

Designation: _____

Signature: _____ (common Seal of
the Company)

Name: _____
Designation: _____

5. Common Seal of _____

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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	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: _____ 6. WITNESSES 1. _____ (2) _____ (Signature) (Signature) Name _____ Name _____ (official address) (official address) 2.0 LEADERSHIP Annexure I W
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1.0 LEADERSHIP <u>(Name of the Lead Partner)</u> 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 coordination of the Works. 1.2 To lead the contract negotiations of the works with the Employer. 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 <u>(Name of Lead Partner)</u> shall be responsible for the following (Define the scope of works:- ▪ ▪ ▪	<u>(Name of the Lead Partner)</u> 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: 2.1 To ensure the technical, commercial and administrative coordination of the Works. 2.2 To lead the contract negotiations of the works with the Employer. 2.3 To receive instructions and incur liabilities for and on behalf of any or all Parties. 2.4 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 <u>(Name of Lead Partner)</u> shall be responsible for the following (Define the scope of works:- ▪ ▪ ▪
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_____ (Name of Partner-2) 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

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

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

Partner-1 (Lead partner)	_____ %
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2.1.3 _____ (**Name of Partner-3**) shall be responsible for the following (Define the scope of works:-

■ ■ ■

2.6 Participation Share of each Partner

Partner-1 (Lead partner)	_____ %
Partner-2	_____ %
Partner-3	_____ %
Partner-n	_____ %

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)

2.7 Capital Contribution to be made by each Party for the Works

Partner-1 (lead partner)	_____ %
Partner-2	_____ %
Partner-3	_____ %
Partner-n	_____ %

2.8 Financial Commitment of each party in terms of Contract Value.

Partner-1 (lead partner)	_____ %
Partner-2	_____ %
Partner-3	_____ %
Partner-n	_____ %

2.9 Sharing of Profit / Loss by each Party

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Partner-1 (lead partner)	_____ %
Partner-2	_____ %
Partner-3	_____ %
Partner-n	_____ %

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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