



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 Ltd

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

OFFICE OF THE HEAD OF DEPARTMENT (CONTRACTS & PROCUREMENT)

Brookland Compound: Lower New Colony

Shillong-793 003

Corporate Identity Number (CIN): U40101ML1976GOI001658



ISO:9001, 14001 &
45001

CORRIGENDUM NO. 6 DATED 10.09.2026

TO

GEM BID NO. GEM/2026/B/7643438 Dated. 09.06.2026

Name of Service: Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric project (700MW), District Shi Yomi, Arunachal Pradesh.

Following corrigenda to the Bid Document containing Additional Terms and Conditions are hereby issued:

Part-I: ITB and Tender Forms & Data Sheets.

1. The clause No. 1.5.2. (b) Specific Technical Experience, stands modified to the extent mentioned below;
 - (i) The Bidder should have experience in providing Detailed Planning, Design and Engineering consultancy services of at least 1 (One) completed/substantially completed Concrete Gravity Dam having minimum height of 150 m in a single contract in past 25 (Twenty-Five) years in its individual capacity as a bidder or as a partner of JV/Consortium or as a Sub-Consultant.
 - (ii) The Bidder should have experience in providing Detailed Construction Planning & Monitoring Consultancy Services of at least 1 (One) no. of completed/ substantially completed Concrete Gravity Dam having minimum average rate of placement of Concrete of 30,000 Cum/Month in a single contract in past 25 (Twenty-Five) years in its individual capacity as a bidder or as a partner of JV/ Consortium or as a Sub-Consultant.
Average rate of placement means, volume of Concrete placed in any continuous period of 6 working months.
 - (iii) The bidder should have experience in Design & Engineering of the following components, any completed/ substantially completed hydroelectric/pump storage projects in last 25 (Twenty-five) years as a bidder or as a partner of JV/Consortium or as a Sub-Consultant:
 - a.) At least 1(one) Underground Power House along with cavern having minimum unit size 50MW



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 Ltd

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

OFFICE OF THE HEAD OF DEPARTMENT (CONTRACTS & PROCUREMENT)

Brookland Compound: Lower New Colony

Shillong-793 003

Corporate Identity Number (CIN): U40101ML1976GOI001658



ISO:9001, 14001 & 45001

OR

At least 1(one) Surface/Sub-surface Power house having minimum unit size 50MW and at least 1(one) Cavern.

The minimum width of cavern is 18m

- b.) At least 1.0 km Tunnel with minimum finished diameter of 7.0 m
- c.) Steel Lined Pressure Shaft of minimum height/ depth of 50 m and dia 3.5 m.
- iv) Design & Engineering/Design Review of at least 1 (One) completed/ substantially completed work of Radial Gate having minimum $A \times H \geq 4000 \text{ m}^3$ in a single contract in last 25 (Twenty-five) years as a bidder or as a partner of JV/ Consortium or as a Sub-Consultant.

Where:

“A” denotes as Area (Clear Width X Clear Height) for one gate in m^2 .

“Clear Width” denotes distance between inner faces of two adjacent piers.

“Clear Height” denotes the vertical height between the sill to centre line of top seal.

“H” denotes the normal design head at the bottom of the gate in meter.

- v) Design & Engineering/Design Review of at least 1 (One) completed/substantially completed work of Electro-Mechanical Works in Hydro Electric/Pump Storage Project with minimum installed capacity 200 MW and individual unit size not less than 50 MW in a single contract in last 25 (Twenty-five) years as a bidder or as a partner of JV/ Consortium or as a Sub-Consultant.

Note: Documentary evidence in support of the above experience indicating details like Scope of Work, date of award, date of completion (actual/scheduled), latest substantial completion certificate which should have been issued within 60 (sixty) days prior to the date of invitation of the tender (if applicable), name, address, e-mail id & mobile no. of the client/employer/owner, satisfactory up-to-date completion of the service, value of the works executed, quantity of works executed, etc. shall be furnished along with the Techno-Commercial Bids.



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 Ltd

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

OFFICE OF THE HEAD OF DEPARTMENT (CONTRACTS & PROCUREMENT)

Brookland Compound: Lower New Colony

Shillong-793 003

Corporate Identity Number (CIN): U40101ML1976GOI001658



ISO:9001, 14001 &
45001

2. Table:1 of ATC (**Criteria for Technical Score of the Bidder**) under Clause 4.4.2.2 (c) stands modified to the extent mentioned in **Annexure-I**.
3. Data Sheet-11 (Deviation Statement) and Datasheet-12 (Additional Clauses) stands deleted.
4. Forms & Data Sheets under Cl. 3.2.1(i) stands modified to the extent mentioned in **Annexure-II**.
5. Cl. 3.2.1(iv) stands modified as below:

Apart from online submission, the following documents are also required to be compulsorily submitted physically within 7(seven) working days from the date of opening of bids in GeM portal, failing which, the Bid shall not be considered for evaluation and hard copy of documents received late shall be returned unopened to the Bidder.

- a. Power of Attorney.
 - b. Joint-Venture Agreement duly signed by all partners of the JV on non-judicial stamp paper of requisite value (as per stipulated format provided at Annexure-II of this Corrigendum), in original
 - c. Authorization of Lead Partner by the Joint Venture (as per stipulated format provided at Annexure-II of this Corrigendum), in original.
 - d. Joint Deed of undertaking by bidder and sub-consultant on non-judicial stamp paper of requisite value (as per stipulated format provided at Annexure-II of this Corrigendum), in original.
 - e. Undertaking by Sub-consultant (as per stipulated format provided at Annexure-II of this Corrigendum), in original.
 - f. Bid Security, as per the mode of payment as provided at Clause 3.7, Part-I of Bid Document (in original).
6. Cl 3.3 (ii) & (iii) after Sl. No (iv), Bid Price.
- The Sr. No. (ii) & (iii) after (iv) are having typo error shall be corrected to (v) & (vi) respectively.

ds



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 Ltd

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

OFFICE OF THE HEAD OF DEPARTMENT (CONTRACTS & PROCUREMENT)

Brookland Compound: Lower New Colony

Shillong-793 003

Corporate Identity Number (CIN): U40101ML1976GOI001658



ISO:9001, 14001 & 45001

Part-II (B): Additional Terms and Conditions (ATC) of Contract.

1. Under Cl. 18.1(i), Contract Performance Guarantee the CPG formats shall be modified to the extent given in **Annexure-III**.
2. Cl 19.5 (Deviation) under Payment and Certificates stand deleted.
3. Cl 22.1 under Default of Consultant stands modified as below:

If the Consultant becomes bankrupt, ... in writing to the Employer that, in his opinion, the Consultant has abandoned the Contract, then the Employer may, after giving **15 (Fifteen) days'** notice in writing to the Consultant, expel the Consultant therefrom without thereby voiding the Contract or releasing the Consultant from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer or the Engineer-in-Charge by the Contract, and may himself complete the Services or may employ any other Consultant to complete the Services at the risk and cost of the Consultant.

4. The note under Clause 30 (Liquidated Damages for Delay), stands modified to the extent given below:

Note: Wherever LD is recoverable as per the terms of the Contract, the same shall be recovered from the Consultant along with applicable GST, if any. Further, Bill/Invoice towards the same shall be issued to the Consultant.

Part-IV: TERMS OF REFERENCE (TOR)

1. The clause 2.4.2 of TOR stands modified as below:

The Consultant shall establish its local design office in Guwahati at no additional cost to the Owner for day-to-day submissions of design deliveries to Owner's design office at Guwahati, India.

The local design office at Guwahati shall comprise of at-least three design engineers having experience in the following fields:

1. Dam design,
2. Hydraulic design
3. Power House/ Cavern Design,



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 Ltd

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

OFFICE OF THE HEAD OF DEPARTMENT (CONTRACTS & PROCUREMENT)

Brookland Compound: Lower New Colony

Shillong-793 003

Corporate Identity Number (CIN): U40101ML1976GOI001658



ISO:9001, 14001 &
45001

4. Tunnel Design.

2. The clause No. 2.4.3 of TOR stands modified as below:

The Consultant shall inform the Owner about the software's to be used for the analysis and design within 3 weeks after award of this Contract.

PART-V: PRICE SCHEDULE & SCHEDULE OF PAYMENT

1. The following is added in Form-2 under Price Schedule.

Notes:

4.

5. The term "International Expert" refers to the experts of non-Indian nationality (i.e., foreign passport holders), with 25 years of experience having expertise in subject matter.

fn *10/09/2023*
Head of Department
Contracts & Procurement

TABLE-1: CRITERIA FOR TECHNICAL SCORE OF THE BIDDER

Bid Stipulation			Changes Proposed	
Sl. No.	Parameters	Maximum Marks	Parameters	Maximum Marks
1.	Experience in Detailed Planning, Design and Engineering of completed Concrete Gravity Dams having minimum height of 150 m in a single contract in last 20 (Twenty) years - No. of Dams: 4 Nos. or more: 20 Marks - No. of Dams: 3 Nos.: 18 Marks - No. of Dams: 2 Nos.: 16 Marks - No. of Dams: 1 No.: 14 Marks - No marks shall be awarded for dams having height less than 150 m.	20	Experience in Detailed Planning, Design and Engineering of completed Concrete Gravity Dams having minimum height of 150 m in a single contract in last 25 (Twenty-five) years - No. of Dams: 4 Nos. or more: 20 Marks - No. of Dams: 3 Nos.: 18 Marks - No. of Dams: 2 Nos.: 16 Marks - No. of Dams: 1 No.: 14 Marks - No marks shall be awarded for dams having height less than 150 m.	20
2.	Experience in Construction Planning and Monitoring of completed Concrete gravity Dam having minimum average rate of placement of Concrete of 30,000 Cum/Month – - For average placement rate of Concrete ≥ 80000 Cum/month: 10 Marks - For average placement rate of Concrete ≥ 60000 Cum/month < 60000 Cum/month: 9 Marks - For average placement rate of Concrete $\geq 40,000$ Cum/month < 50,000 Cum/month: 8 Marks - For average placement rate of Concrete $\geq 30,000$ Cum/month < 40,000 Cum/month: 7 Marks - No marks for average placement rate < 30,000 Cum/month.	10	Experience in Construction Planning and Monitoring of completed Concrete gravity Dam having minimum average rate of placement of Concrete of 30,000 Cum/Month in any continuous period of 6 working months in last 25 (Twenty-five) years - For average placement rate of Concrete ≥ 80000 Cum/month: 10 Marks - For average placement rate of Concrete ≥ 60000 Cum/month < 60000 Cum/month: 9 Marks - For average placement rate of Concrete $\geq 40,000$ Cum/month < 50,000 Cum/month: 8 Marks - For average placement rate of Concrete $\geq 30,000$ Cum/month < 40,000 Cum/month: 7 Marks - No marks for average placement rate < 30,000 Cum/month.	10
3.	Experience in Detailed Planning, Design & Engineering of Underground Cavern of minimum width of 18.0 m in a single contract in last 20 (Twenty) years - No. of Underground Cavern of Width $\geq 18.0\text{m}$: 4 Nos. or more: 10 marks - No. of Underground Cavern of Width $\geq 18.0\text{m}$: 3 Nos.: 9 marks - No. of Underground Cavern of Width $\geq 18.0\text{m}$: 2 No.: 8 Marks - No. of Underground Cavern of Width $\geq 18.0\text{m}$: 1 No.: 7 Marks - No marks shall be awarded for Underground Cavern of width < 18.0m	10	Experience in Detailed Planning, Design & Engineering of Underground Cavern of minimum width of 18.0 m in a single contract in last 25 (Twenty-five) years - No. of Underground Cavern of Width $\geq 18.0\text{m}$: 4 Nos. or more: 10 marks - No. of Underground Cavern of Width $\geq 18.0\text{m}$: 3 Nos.: 9 marks - No. of Underground Cavern of Width $\geq 18.0\text{m}$: 2 No.: 8 Marks - No. of Underground Cavern of Width $\geq 18.0\text{m}$: 1 No.: 7 Marks	10

Annexure-I

Bid Stipulation			Changes Proposed	
Sl. No.	Parameters	Maximum Marks	Parameters	Maximum Marks
			No marks shall be awarded for Underground Cavern of width < 18.0m	
4.	Experience in Detailed Planning, Design & Engineering of Tunnel with minimum finished diameter of 7.0 m in a single contract in last 20 (Twenty) years - Tunnelling Works with Finished Diameter ≥ 12.0 m: 10 Marks - Tunnelling Works with Finished Diameter ≥ 10.0 m < 12.0 m: 9 Marks - Tunnelling Works with Finished Diameter ≥ 8.0 m < 10.0 m: 8 Marks - Tunnelling Works with Finished Diameter ≥ 7.0 m < 8.0 m: 7 Marks - No marks shall be awarded for Tunnel having finished diameter less than 7.0 m.	10	<i>Experience in Detailed Planning, Design & Engineering of Tunnel of minimum finished diameter of 7.0 m and length not less than 1.0 Km in a single contract in last 25 (Twenty-five) years</i> <i>Tunnelling Works with Finished Diameter ≥ 10.0 m & Minimum Length 1.0 km: 10 Marks</i> <i>Tunnelling Works with Finished Diameter ≥ 9.0 m & Minimum Length 1.0 km: 9 Marks</i> <i>Tunnelling Works with Finished Diameter ≥ 8.0 m & Minimum Length 1.0 km: 8 Marks</i> <i>Tunnelling Works with Finished Diameter ≥ 7.0 m & Minimum Length 1.0 km: 7 Marks</i> <i>No marks shall be awarded for Tunnel having finished diameter less than 7.0 m & Minimum Length 1.0 km.</i>	10
5.	Experience in Detailed Planning, Design & Engineering of Steel Lined Pressure Shaft in a single contract in last 20 (Twenty) years: - Height/Depth of Steel Lined Pressure Shaft: ≥ 250m: 5 Marks - Height/Depth of Steel Lined Pressure Shaft: ≥ 200m < 250m: 4.5 Marks - Height/Depth of Steel Lined Pressure Shaft: ≥ 100m < 200m: 3.5 Marks - No marks shall be awarded for Steel Lined Pressure Shaft of Height/Depth less than 100m	5	<i>Experience in Detailed Planning, Design & Engineering of Steel Lined Pressure Shaft of dia 3.5 m or more in a single contract in last 25 (Twenty-five) years:</i> <i>Projects with Height/Depth of Steel Lined Pressure Shaft of minimum dia 3.5 m: ≥ 70m: 5 Marks</i> <i>Projects with Height/Depth of Steel Lined Pressure Shaft of minimum dia 3.5 m: ≥ 60m: 4.5 Marks</i> <i>Projects with Height/Depth of Steel Lined Pressure Shaft of minimum dia 3.5 m: ≥ 50m: 3.5 Marks</i> <i>No marks shall be awarded for Steel Lined Pressure Shaft of Height/Depth less than 50m of minimum dia 3.5 m</i>	5
6.	Experience in Design & Engineering/Design Review of completed work of Radial Gate having minimum AxH ≥ 4000 m³ in a single contract in last 20 (Twenty) years. - Completed work of Radial Gate having AxH ≥ 5000 m³: 5 Marks - Completed work of Radial Gate having AxH ≥ 4500 m³ < 5000 m³: 4 Marks	5	Experience in Design & Engineering/Design Review of completed work of Radial Gate having minimum AxH ≥ 4000 m³ in a single contract in last 25 (Twenty-five) years. - Completed work of Radial Gate having AxH ≥ 5000 m³: 5 Marks - Completed work of Radial Gate having AxH ≥ 4500 m³ < 5000 m³: 4 Marks	5

Annexure-I

Bid Stipulation			Changes Proposed	
Sl. No.	Parameters	Maximum Marks	Parameters	Maximum Marks
	- Completed work of Radial Gate having AxH $\geq 4000 \text{ m}^3 < 4500 \text{ m}^3$: 3.5 Marks - No marks shall be awarded for Radial Gates having AxH less than 4000m³		- Completed work of Radial Gate having AxH $\geq 4000 \text{ m}^3 < 4500 \text{ m}^3$: 3.5 Marks - No marks shall be awarded for Radial Gates having AxH less than 4000m³	
7.	Experience in Design & Engineering/Design Review of completed work of Electro-Mechanical Works in Hydro Electric/Pump Storage Project with minimum installed capacity 200MW and individual unit size not less than 50 MW in a single contract in last 20 (Twenty) years. 4 (Four) nos. or more: 10 Marks 3 (three) nos.: 9 Marks 2 (two) nos.: 8 Marks 1(one) no.: 7 Marks - No marks shall be awarded for completed E/M Works with installed capacity < 200 MW.	10	Experience in Design & Engineering/Design Review of completed work of Electro-Mechanical Works in Hydro Electric/ Pump Storage Project with minimum installed capacity 200MW and individual unit size not less than 50 MW in a single contract in last 25 (Twenty-five) years. 4 (Four) nos. or more: 10 Marks 3 (three) nos.: 9 Marks 2 (two) nos.: 8 Marks 1(one) no.: 7 Marks - No marks shall be awarded for completed E/M Works with installed capacity < 200 MW.	10

Annexure-I

	Bid Stipulation				Changes Proposed			
8.	Team Composition Proposed: Qualification, experience in the relevant field ** The credential of the expert shall not be considered in case of qualification lower than the stipulation			30	Team Composition Proposed: Qualification, experience in the relevant field ** The credential of the expert shall not be considered in case of qualification lower than the stipulation			30
	Designation	Minimum Qualification**	Experience (in Years)		Designation	Minimum Qualification**	Experience (in Years)	
(i)	Team Leader/ Chief Consultant	Post Graduate Worked as Consultant/ Specialist for any Hydro/Pump Storage/ water Resource project for the period of claimed experience	≥ 30 years: 4 marks ≥ 25 years <30 years: 2.8 marks < 25 years: no marks	4	Team Leader/ Chief Consultant	Graduate Worked as Consultant/ Specialist for any Hydro/Pump Storage/ water Resource project for the period of claimed experience	≥ 25 years: 4 marks ≥ 22 years <25 years: 3.5 marks ≥ 20 years <22 years: 2.8 marks < 20 years: no marks	4
(ii)	Hydraulic Expert	Post Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2	Hydraulic Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2
(iii)	Dam Design Expert	Post Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 30 years: 4 marks ≥ 25 years <30 years: 2.8 marks < 25 years: no marks	4	Dam Design Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 25 years: 4 marks ≥ 22 years <25 years: 3.5 marks ≥ 20 years <22 years: 2.8 marks < 20 years: no marks	4
(iv)	Structural Design Expert	Post Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2	Structural Design Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2
(v)	Dam Construction Planning & monitoring expert	Post Graduate Carried out the responsibilities for the for the designated post for the claimed experience	≥ 30 years: 3 marks ≥ 25 years <30 years: 2.1 marks < 25 years: no marks	3	Dam Construction Planning & monitoring expert	Graduate Carried out the responsibilities for the for the designated post for the claimed experience	≥ 25 years: 3 marks ≥ 22 years <25 years: 2.5 marks ≥ 20 years <22 years: 2.1 marks < 20 years: no marks	3
(vi)	Geo-Technical Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks	2	Geo-Technical Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks	2
(vii)	Geologist	Post Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 25 years:2 marks ≥ 25 years < 25 years: 1.7 marks ≥ 15 years < 20 years: 1.4 marks < 15 years: no marks	2	Geologist	Post Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 25 years:2 marks ≥ 25 years < 25 years: 1.7 marks ≥ 15 years < 20 years: 1.4 marks < 15 years: no marks	2

Annexure-I

	Bid Stipulation			Changes Proposed				
8.	Team Composition Proposed: Qualification, experience in the relevant field ** The credential of the expert shall not be considered in case of qualification lower than the stipulation			30	Team Composition Proposed: Qualification, experience in the relevant field ** The credential of the expert shall not be considered in case of qualification lower than the stipulation			30
	Designation	Minimum Qualification**	Experience (in Years)		Designation	Minimum Qualification**	Experience (in Years)	
(viii)	Tunnel Design Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2	Tunnel Design Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2
(ix)	Power House and Cavern Design Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2	Power House and Cavern Design Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2
(x)	Hydro-Mechanical Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2	Hydro-Mechanical Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2
(xi)	Hydro Turbine Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2	Hydro Turbine Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2
(xii)	Hydro Generator Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2	Hydro Generator Expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:2 marks ≥ 15 years < 20 years: 1.7 marks ≥ 10 years < 15 years: 1.4 marks < 10 years: no marks	2
(xiii)	Power system expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:1 mark ≥ 15 years < 20 years: 0.85 marks ≥ 10 years < 15 years: 0.7 marks < 10 years: no marks	1	Power system expert	Graduate Carried out the responsibilities for the designated post for the claimed experience	≥ 20 years:1 mark ≥ 15 years < 20 years: 0.85 marks ≥ 10 years < 15 years: 0.7 marks < 10 years: no marks	1



FORM-A: BID FORM

(To be submitted on the Bidder's Letter Head)

To,

The HOD/CGM(Tech),
Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong-793003
Meghalaya, India

1. I/We have read and examined the GeM Bid document as specified in Clause 2.1 of ITB in connection with the **"Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh "**.
2. I/We hereby bid for execution of the works referred to in the documents mentioned above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects with the details given therein and at the rate/price contained in Price Schedule and within the period(s) of completion and subject to such terms and conditions as stipulated in the GeM Bid document.
3. I/We agree to keep this bid open for acceptance for the period specified in the GeM Bid document and also agree not to make any modifications in its terms and conditions of our own accord.
4. The requisite Bid Security/Earnest Money Deposit of Rs. (Rupees.....only) is submitted along with the bid in the form of Bank Guarantee issued by _____ (name of bank) or paid to NEEPCO's Account through SB-COLLECT of State Bank of India/ online payment mode / account payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque /Insurance Surety Bond.
5. I/We agree that if I/We fail to keep the validity open, as aforesaid or make any modification in the terms and conditions of my/our bid of our own accord and/or after the acceptance of our bid or if I/We fail to enter into contract or fail to commence the execution of the works as provided in the documents referred to in paragraph-1 above, I/We shall become liable for forfeiture of my/our Bid Security, as aforesaid and our bid shall not be considered and further the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said Bid Security absolutely.
6. Should the bid be accepted, I/We agree to abide and fulfil all the terms and conditions and provisions of the above GeM Bid documents.
7. I/We certify that the Bid submitted by me/us is strictly in accordance with the terms and conditions etc., as contained in your GeM bid documents, referred above, and it is further certified that it does not contain any deviations to the aforesaid documents. Any deviation stated elsewhere in the Bid submitted by me/us shall therefore be treated as withdrawn.
8. Unless and until such time as the Contract is executed, the Bid submitted by me/ us (including this letter), together with your acceptance thereof, shall constitute a binding Contract between us.
9. I/We understand that you are not bound to accept the Bid, or any other Bid, and that the employer is not bound to state reasons for its acceptance or denial of any Bid. We further understand and agree that the employer has made no representation or warranty with respect to the accuracy or completeness of the information contained in the Bidding Documents or any other written or verbal information obtained from the employer or any of its representatives, and that in connection with this Bid, the Bidder has made its own inquiry and assessment of any and all information upon which it has relied in making this Bid.
10. I/We declare that all documents/certificates /information provided in my/our bid and attachment thereof are true and correct and in line with the requirement of the Bid documents. If the documents/certificates/information submitted with the bid are found fake/false at any point of time, the

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

responsibility for the same and consequence thereof shall solely rest with me/us only and in that event the employer shall be entitled to take action as may be deemed fit to debar me/us (bidder/consultant), cancel the contract including forfeiture of EMD/CPG etc.

11. I/We agree and understand that the Bid is subject to the provisions of the Bid Document. In no case, I/ We shall have any claim or right of whatsoever nature if the consultancy service is not awarded to us or our Bid is not opened.
12. I/We also undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988" or its amendment thereof.

Yours faithfully,

Witness _____

Signature in the capacity of _____

Date:

Place:

(Signature)

(Name of Signatory, duly authorised to sign the bid on behalf of
the Bidder (In block letters))

(Designation / Title of signatory)

(Common Seal)

Postal Address of the Bidder: _____

Telegram/Telex: _____

Phone: _____

Fax: _____

E-mail Address: _____



FORM-B: WARRANTY FORM

M/s. _____ having its registered office at _____ (hereinafter referred to as the "Consultant") having carefully studied all the documents pertaining to "**Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh**" and the local and site conditions having undertaken to execute the said works, do hereby warrant that:-

- 1 The Consultant is familiar with all the requirements of the Contract.
- 2 The Consultant has investigated the site and satisfied himself regarding the character of the consultancy service and local conditions that may affect the consultancy service or its performance.
- 3 The Consultant is satisfied that the consultancy service can be performed and completed as required in the Contract.
- 4 The Consultant accepts all risks directly or indirectly connected with the performance of the Contract.
- 5 The Consultant has had no collision with other Consultants, with any of the men of the Engineer-in-Charge or with any other person in the Corporation to execute the said works according to the terms and conditions of the said Contract.
- 6 The Consultant has not been influenced by any statement or promise of the Corporation or the Engineer-in-Charge but only by the Contract Document.
- 7 The Consultant is financially solvent.
- 8 The Consultant is experienced and competent to perform the Contract to the satisfaction of the Engineer-in-Charge.
- 9 The statement submitted by the Consultant is true.
- 10 The Consultant is familiar with all general and special Laws, Acts, Ordinances, Rules and regulations of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein.

(Signature)

Date: _____

For and on behalf of the Consultant.

Full Address with e-mail _____

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

FORM-C: BID SECURITY FORM

FORMAT OF BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT/BID SECURITY

[On Non-Judicial Stamp Paper / Court Fee Stamp]

Guarantee No.:

Place: _____

Date: _____

To,

The HOD/CGM(Tech),
Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong-793003
Meghalaya, India

North Eastern Electric Power Corporation Limited, Shillong (hereinafter referred to as the 'Corporation/Employer') has called for bids for the consultancy service of **"Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh"** vide GeM Bid No. _____ Dated _____ and whereas _____ (hereinafter referred to as the 'Bidder') has submitted tender for the aforesaid work/service.

And whereas one of the conditions of the tender is that the intending bidders should furnish in lieu of Bid Security, a Bank Guarantee for Rs. _____ only along with the tender.

Now therefore this witnesseth:

We, the (name and address of the bank) _____ having its registered office at _____ (hereinafter referred to as the Bank) in consideration of the Corporation entertaining the bid submitted by the Bidder do hereby agree with the Corporation.

The conditions of this obligation are as follows:

1. If the Bidder withdraws or modify its bid during the period of bid validity, or adopts corrupt or collusive or coercive or fraudulent practices for competing in the bid.
2. If the Bidder, having been notified of the acceptance of its bid by the Corporation 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 Bid Document.

That it shall in the event of aforesaid conditions, we agree to pay to the Corporation without any demur, reservation/contest, recourse or protest and or without any reference to the Bidder and without waiting for the results of any litigation, dispute whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation, the sum of Rs. _____ (Rupees _____) only.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee the decision of the Corporation, shall be final and shall be accepted by the Bank without any reference to the Bidder.



That the Guarantee herein contained shall remain in full force and effect during the period taken for finalising the contract and its execution.

That it shall continue to be enforceable until the Bank Guarantee is fully discharged.

That this Bank Guarantee shall be enforceable against the Bank even if any negotiable instrument shall be outstanding against the Bank at the time of the proceeding.

That is to give effect to the Bank Guarantee, the Corporation shall be at liberty to act as though the Bank were the principal debtors.

That the Bank shall not be released of its obligation under this Guarantee by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

That this Bank Guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the enforcement of the same;

And that the Bank shall not revoke the Bank Guarantee during its currency except with the previous consent in writing of the Corporation.

Notwithstanding, anything contained hereto before it is mutually agreed.

That the liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____) only.

That it shall be in full force only for a period up to and including (date 45 days beyond the period of bid validity) i.e. and it will hold good for any demand made by the Corporation, in the meanwhile.

And that if any further extension of this Bank Guarantee is required the same shall be extended to such required period on receiving instruction from the Corporation.

The liability or obligation of the Bank under this Bank Guarantee shall not be affected or suspended by any dispute between the Corporation and the Bidder and the payment under this Bank Guarantee need not wait till the disputes are decided by a Competent Court or Arbitral tribunal or any other authority and that any payment made by the Bank to the Corporation under the Bank Guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly, the Bank also assures that the Bank Guarantee bond will not be discharged due to the change in the constitution of the bank or the Bidder.

In witness where-of I _____ the Agent /Manager of the Bank who is duly authorized in this behalf as per rules of the Bank hereby set my hand and seal to this on this the _____ the day of _____/_____.

Witness

(Signature)

(Name).....

(Signature)

(Name)

(Official Address)

Designation with

Bank Stamp

Authority as per Power of Attorney No.

Note:

1. Bank Guarantee for Bid Security should be executed on non-judicial Stamp papers of requisite value in accordance with the Stamp Act applicable to that particular state of Indian Union, where executed.



2. The executing officers of the Bank Guarantee for Bid Security shall clearly indicate in block letters his name, designation, Power of Attorney No. etc.
3. Each page of the Bank Guarantee shall be signed/ initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid under the seal of the Bank.
4. Stamp paper shall be purchased in the name of the Bank issuing the Bank Guarantee.
5. The Bank Guarantee issued must be routed through SFMS (Structured Financial Messaging System) platform. For the Employer's HQ at Shillong, State Bank of India (SBI), Shillong is the Bank Guarantee advising bank for NEEPCO. The Bank Guarantee issuing Bank will have to map SBI, Shillong for confirmation through electronic /SFMS mode. The Account details of Employer with SBI, Shillong are as under:
 - a) Name of the Bank: SBI, Commercial Branch, Guwahati (04418)
 - b) Name as per bank record: North Eastern Electric Power Corporation Ltd.
 - c) Bank A/c No: 10881522463
 - d) Type of A/c: Cash Credit A/c
 - e) IFS Code: SBIN0004418
 - f) SBI Email ID: sbi.04418@sbi.co.in

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

FORM-C1: FORMAT OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT/BID SECURITY
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract & GeM Bid No.)

To:

The HOD/CGM(Tech),
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. (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 withdraws or modifies its Bid during the period of bid validity,
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 beyond 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 'GeM Bid', 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 Sign. 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 (IRDAI) 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.

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

FORM-D: POWER OF ATTORNEY FORM

[On Non-Judicial Stamp Paper of Appropriate to value]
(Bidders shall submit as **Form-D** Power of Attorney online)

To,

The HOD/CGM(Tech),
Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong-793003
Meghalaya, India

KNOW BY ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED,
.....(Name)....., (Title)..... of M/s.(Name of the Company),
lawfully authorized to represent and act on behalf of the said company, a company formed and existing under
the laws of(Name of Country) with a REGISTERED/PRINCIPAL OFFICE/PLACE OF BUSINESS at
..... (Complete address) (THE "EXECUTANT") does hereby make, constitute and appoint Mr.
.....(name of Attorney), ... (Title) of M/s. (Company), whose signature appears below, to be the true
and lawful attorney, and authorise said Attorney to conduct negotiations with North Eastern Electric Power
Corporation Limited (THE "EMPLOYER"), 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 GeM Bid for
"Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District
Shi Yomi, Arunachal Pradesh", issued by North Eastern Electric Power Corporation Limited (THE
"EMPLOYER"). Whereas the undersigned is fully authorised to deliver such Power of Attorney to above named
person/Company.

And We the Company above named do hereby agree and undertake to ratify and confirm and do
hereby ratify and confirm all whatsoever the said Attorney quotes in the Bid, negotiates and signs the Contract
with the Employer and/or proposes to act on behalf of the Company as if done by itself.

In witness whereof, this Power of Attorney is duly signed on

Signature of Attorney Attested

Signature of Attorney.....

Attested by

For (Name of the EXECUTANT)

(Signature of authorized representative.....)

(Name of authorized representative.....)

(Designation of authorized representative.....)

(Seal of the Company)

Witness:

Signature:

Name:

Designation:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

[Notarized/ legalized]

Notes:

- ★ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ★ Bidder should submit for verification the extract of the charter documents and documents such as a resolution of its Board of Director/ power of attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder.
- * Strike out the form, if not applicable for the bidder.



FORM-D1: POWER OF ATTORNEY FORM OF LEAD MEMBER OF THE CONSORTIUM/JOINT VENTURE

(On Non-Judicial Stamp Paper of Appropriate value to be purchased in the Name of Joint Venture)

Whereas the [Name and Address of the Employer] (the "Employer") has by its GeM Bid No. xxxxx dated xxxxxxxxxx (the "Bid") invited to bids for consultancy services described therein (the "Services"); and

Whereas, ... and (collectively the "Joint Venture" or "Consortium") being Members of the Joint Venture with as its leader (the "Lead Member") are interested in bidding for the Services in accordance with the terms and conditions of the "Bid Documents", and

Whereas it is necessary for the Members of the Joint Venture to vest the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the services and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS WE

- (i) [.....], a company organized and existing under the laws of [.....] and having its registered office at [...] represented by (name of Person) and
- (ii), a company organized and existing under the laws of [] and having its registered office at [.....] represented by (name of Person) (Collectively the "JV Members") do hereby irrevocably designate, constitute, nominate, appoint and authorize the Lead Member, a company organized and existing under the laws of and having its Registered Office at as the Leader of the Joint Venture and our duly constituted true and lawful Attorney (hereinafter called the 'Attorney') to do for and in respect of or relating to proposed Bid of the Joint Venture for the Services in response to the GEM Bid dated (the "JV Bid") and in the event of acceptance of JV Bid in our name and on our behalf all or any of the following acts, deeds and things that is to say:

1. To represent the Joint Venture and each of the JV Members in all dealings with the Employer in relation to the JV Bid and upon acceptance of the JV Bid and consequent award of the contract to the Joint Venture (the "Contract") with respect to all matter arising out of or relating or incidental to the Contract;
2. To prepare, sign, submit and deliver to the EMPLOYER the JV Bid for the Services pursuant to the above NIT including to sign, submit and deliver, execute, accept and deliver all documents, information, applications and other writings necessary for or incidental to the signing, submission and delivery of the Bid.
3. To negotiate, enter into, sign and execute, accept and deliver the Contract and all other undertakings, acceptances and writings consequent upon acceptance of the JV Bid by the Employer;
4. Participate in Bidders and other conferences and provide all information required by the EMPLOYER and to furnish/seek clarifications arising out of or relating to the Bid Document and the JV Bid and the Contract in the event of acceptance of the JV Bid by the EMPLOYER;



5. To represent and act on behalf of the Joint Venture and the JV Members in respect of all matters before the EMPLOYER relating to the Joint Venture, the JV Bid and, upon the acceptance of the JV Bid by the EMPLOYER including the resultant Contract on such the acceptance of the JV Bid, in respect of all matters relating to or arising out of or concerning the Contract and to generally deal with the EMPLOYER on behalf of the Joint Venture and the JV Members in all matters arising out of or in connection with or relating to or arising out of the Bid Document, the JV Bid and the Contract in the event of acceptance of the JV Bid by the EMPLOYER;
6. To sub-delegate all or any of the powers hereby conferred to such person or persons including any employees of the Attorney and/or of all or any of the JV Members as the Attorney may in its sole discretion deem appropriate;
7. And generally to do any and all other and further acts, deeds and things which are necessary for or incidental to or deemed appropriate for more effectual exercise of the powers hereby conferred.

AND nothing contained herein shall derogate from the Attorney's responsibility as leader of the Joint Venture to ensure performance of the Contract including performance of their respective portion of the Contract by the JV Members. Provided however all the JV Members shall be jointly and severally liable for performance of the Contract and failure of one or more of the JV Members to perform their respective portions of the Contract shall be deemed to be a default by all the JV Members.

AND we the above named JV Members do hereby declare that this power of Attorney shall remain valid, binding and irrevocable till the earlier of the completion of the Defect Notification Period in terms of the Contract(s), if the JV Bid is accepted by the Employer, or the award of the Services under the GeM Bid No.... dated ----to any other bidder.

AND we the above named JV Members do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers hereby conferred and all acts, deeds and things done or caused to be done by our said Attorney in exercise of the power hereby conferred shall always be deemed to be the acts, deeds and things done by the Joint Venture Company.

In witness whereof we the JV Members above named have executed this Power of Attorney on this day of under their respective common seal(s), at----- (name of place).

COMMON SEAL

(1) For [.....]

By _____

[(Signature of authorized representative)]

Name:

Designation:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

The common Seal of [.....]
has been affixed, pursuant to the
resolution passed by
its Board of Directors at their meeting held
on [.....], in the presence of Mr. [...],
Director who has affixed his signatures
hereinabove in confirmation thereof.

(2) For [-----]

By _____

(Signature of authorized representative)

Name:

Designation: Director.

The common Seal of [.....] has been
affixed, pursuant to the resolution passed by
its Board of Directors at their meeting held on
[.....], in the presence of Mr. [...],
Director who has affixed his signatures
hereinabove in confirmation thereof.

Note:

- ◆ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure, and
- ◆ Shall be signed by the authorized representatives of each Member of the Joint Venture / Consortium.
- ◆ Copy of charter documents and documents such as resolution/other Authorization in favour of executants of Power of Attorney is attached hereto for verification.
- ◆ For a power of Attorney executed and issued overseas, shall be duly apostilled as per Hague Convention 1961 or duly stamped in accordance with Indian Stamp Act, 1899 within three months from the date of receipt of POA in India.

* Strike out the form, if not applicable for the bidder.



FORM-E: JOINT-VENTURE/CONSORTIUM AGREEMENT FORM

(To be executed on Non-Judicial stamp paper of appropriate value)

(In case of Joint-Venture/Consortium Bidder, Bidders shall enclose the Joint-Venture/Consortium Agreement online including its physical submission in original)

This Joint Venture/Consortium Agreement made and entered into on this ----- day of -----, -----

BY AND BETWEEN

----- (Name of the Lead Partner) a Company incorporated under the laws of ----- (Name of the Country) with its Head/registered office at ----- (Address of the Head/Registered Office)* and a place of business in ----- (Address of place of business) hereinafter referred to as "The Lead Partner" which expression unless otherwise repugnant hereto includes its successors, administrators, and permitted assigns thereof, represented by Mr. -----
- ----- (Name of Authorized signatory(ies)).

AND

----- (Name of the other Partner) a Company incorporated under the laws of ----- (Name of the Country) with its Head/registered office at ----- (Address of the Head/Registered Office)* and a place of business in ----- (Address of place of business) hereinafter referred to as Partner-1 which expression unless otherwise repugnant hereto includes its successors, administrators, and permitted assigns thereof, represented by Mr. ----- (Name of Authorized signatory (ies)).

All and/or each of them hereinafter referred to as "the Parties".

WITNESSETH

WHEREAS North Eastern Electric Power Corporation Limited (hereinafter referred to as the "Employer") has issued a Domestic Invitation vide GeM Bid No. xxxx dated xxxxxxxxxx for the execution of "Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh" (hereinafter referred to as the "Services"). The Employer intends to invite bids from eligible bidders in respect of the above Services.

WHEREAS the Parties are interested in jointly preparing and submitting a bid and execution of the Services as a loose knit Joint Venture/Consortium.

1.1 Article 1.0 PURPOSE OF THIS AGREEMENT

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

*** Strike out which is not applicable.**



- Submit a bid jointly to qualify for the execution of “ Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh” as a loose-knit Joint Venture/Consortium.
- Prepare and submit technical and commercial proposals to the Employer, if invited by Employer.
- Negotiate and sign Contract in case of award of the tendered Services.
- Provide and perform the Services in accordance with the Contract.

1.2 NAME

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

Article 2.0 LEGAL RELATIONSHIP OF THE MEMBERS

2.1 This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Employer for Contract “ **Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh**” and related execution Services to be performed pursuant to the Contract and shall not extend to any other activities.

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

Article 3.0 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 Party’s combined activities and shall carry out the following functions:

- 3.1 To ensure the technical, commercial and administrative co-ordination of the Project.
- 3.2 To lead the contract negotiations of the Services with the Employer.
- 3.3 The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of any or all the Parties.
- 3.4 In case of an award, act as channel of communication between the Employer and the Parties to execute the Contract
- 3.5 Responsible for overall performance of the Contract.

Article 4.0 SCOPE OF SERVICES AND SERVICES OF EACH PARTY

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

4.1 Scope of Services and Services:



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

4.1.1 (**Name of Lead Partner**) shall be responsible for the
following (Define the scope of Services):-

-

-

4.1.2.....(**Name of Other Partner-1**) shall be responsible for the following
(Define
the scope of Services):-

-

-

Each partner of the Joint Venture/Consortium shall be responsible for execution of that item
of work for which they claim to have specific construction experience.

4.2 Participation Share of each Partner

Lead Partner	 %
Other Partner-1	 %

The payments shall be made in the name of _____ (Name of Joint Venture/
Consortium as appearing in Article 1.2 above).

Article 5.0 SECURITIES

Securities in the form of Bank Guarantees, required under the Contract shall be provided in
the name of individual partner of Joint Venture/Consortium in proportion of its participation
share.

Article 6.0 LIABILITY

6.1 LIABILITY OF THE PARTIES WITH RESPECT TO CLAIMS OF THE EMPLOYER

The Parties shall be jointly and severally liable to the Employer for the performance of the
Services
under the Contract.

6.2 In case there is dispute between the Parties to the Joint Venture; the same shall



not affect the Services under the Contract.

Article 7.0 DURATION OF THE AGREEMENT

7.1 This Agreement is valid until end of Defect Notification Period of the Contract and full and final settlement of all accounts and disputes, if any, between the Parties and the Employer, except

- a) if the Employer has decided previously not to award the Contract to the Parties, or
 - b) if one of the parties is declared bankrupt,
- in which case the Parties are free from any obligation under this Agreement.

7.2 The Joint Venture Agreement shall not be terminated by the parties without the written consent of the Employer.

IN WITNESS WHEREOF, this agreement executed on the _____ day of _____ (month) 20_____ by the duly authorized representatives of the parties hereto.

For and on behalf of M/s _____

(Lead Partner)

Name:

Seal:

For and on behalf of M/s _____

(Other Partner-1)

Name:

Seal:

NOTARY

* Joint Venture/Consortium Agreement (attested by Notary Public) and signed between the Partner(s) of JV/C as per above format shall be submitted along with the Bids of the Bidders.



FORM- F: PROFORMA OF JOINT DEED OF UNDERTAKING BY THE SUB-CONSULTANT AND THE BIDDER/CONSULTANT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

(To be submitted online under Techno-Commercial Bids by the Bidder, wherever applicable)

THIS DEED OF UNDERTAKING executed this day of..... Two Thousand and by
M/s.

....., a Company incorporated under the laws of.....and having its Registered
Office at

..... (hereinafter called the "Sub-Consultant" which expression shall include its
successors, executors and permitted assigns), and M/s....., a Company incorporated under the laws of
..... having its Registered Office at..... (hereinafter called the "Bidder"
which

expression shall include its successors, executors and permitted/ assigns) in favour of
..... Lim
ited, a

Company reregistered under the Companies Act, having its Registered Office at
....., India (hereinafter called the "Employer" which expression shall
include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bids vide its Invitation No. for (Name of Service)
, AND WHEREAS the Bid Document inter-alia stipulates that a in order to ensure serious participation of the Sub-
consultant(s) for work proposed to be executed by the Sub-consultant(s), a Joint Deed of Undertaking shall be
required to be submitted by the Consultant and Sub-consultant(s)

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Reference No.....dated
... based on the association of the Sub-Consultant.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the
"Consultant") we, the Sub-Consultant and the Bidder/Consultant do hereby declare that we shall be
jointly and severally bound to the....., for the successful performance
of the *
(proposed sub-let Services) in accordance with the Contract.
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking,
the Sub-Consultant in particular hereby agrees to deploy and depute its technical personnel,
Equipment, manpower and/or other resources on continual basis throughout the period of the proposed
sub-let Services until its completion to discharge the obligations of the Consultant under the Contract.
- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and
the Courts in shall have exclusive jurisdiction in all matters arising under the Undertaking.
- 4.0 Apart from the Consultant's Performance Security, the Sub-Consultant shall furnish as security, an
additional Contract Performance Guarantee from its Bank in favour of the Employer in a form
acceptable to the Employer. The value of such guarantee shall be equivalent to **5% (five percent)** of
value of the proposed sub-let Services as identified in the Contract awarded by the Employer to the



Bidder/Consultant and it shall be an additional guarantee for faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The additional Bank Guarantee shall be unconditional, irrevocable and valid till the completion of the part of the Services executed by the Sub-Consultant. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.

- 5.0 We, the Sub-Consultant and the Bidder/Consultant agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till it is discharged by the Employer. It shall become operative from the Commencement Date of the Contract.

IN WITNESS WHEREOF, the Sub-Consultant and the Bidder/Consultant have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned, at ----- (name of place).

WITNESS

For Sub-Consultant

1.
(Signature)

Signature of Authorized
(Representative)

(Name in Block Letter)
(Office Address)

Name
Common Seal of Company
.....

For Bidder/Consultant

2.
(Signature)

Signature of Authorized
(Representative)

(Name in Block Letter)
(Office Address)

Name.....
Common Seal of Company
.....

This Joint Deed of Undertaking (JDU) is to be given if the Consultant qualifies on the strength of Sub-Consultant. At Bid Stage, JDU may be on a plain paper, whereas JDU to be included in the Contract shall be on Non-Judicial Stamp Paper of requisite value.

(To be Notarized by Notary Public)

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

FORM-G: UNDERTAKING BY SUB-CONSULTANT

(To be submitted online under Techno-Commercial Bids by the Bidder, wherever applicable)

No:

Date:

To,

The HOD/CGM(Tech),
Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong-793003
Meghalaya, India

Dear Sirs,

We, M/s..... having registered office at do hereby undertake that in case work(Name of Services) is awarded to M/s.....(Name of the Bidder), we shall execute the work of “.....” (the components of the Services for which the Bidder has proposed to associate the sub-consultant), as sub-consultant to M/s... ..(Name of the Bidder) and we shall be responsible for successful completion of the job covered under our scope for which we shall submit a Joint Deed of Undertaking as per approved format included in the Bid Document and also agree to provide an additional Performance Bank Guarantee of **5% (five percent)** of value of sub-let portion of Services in addition to normal Performance Bank Guarantee, as per the format included in the Bid Document.

We do hereby also confirm that we are not participating either as a sole bidder or as a partner of a Joint Venture/consortium bidder against the above Notice Inviting Bid.

Yours faithfully,

For & on behalf of M/s.
(Name & Address of the Sub-Consultant)

(Office Seal)

Station:

Date:

Note: i) This letter of Authorization should be on the letterhead of the sub-consultant and should be signed by a person competent and having the Power of attorney to bind the sub-Consultant. Power of Attorney in favour of this person to do so may be enclosed with this Letter of Undertaking.

ii) In case a bidder has been qualified for any of the work on the credential of a proposed sub-consultant of the bidder, he shall be required to submit a joint deed of undertaking (as per agreed format) from the proposed subconsultant and consultant for joint and several responsibilities of execution of Work sub-contracted to the sub-consultant.

*** Strike out the form, if not applicable by the bidder.**



**FORM-H: UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MICRO/ SMALL ENTERPRISE
(WHEREVER APPLICABLE) WITH CERTIFICATES FROM CONCERNED AUTHORITIES**

(Bidders, who are registered as Micro/Small Enterprises shall submit the undertaking online)

1. I/We confirm that the provisions of Micro and Small Enterprise are applicable to us and our organization falls under the definition of the following Category:

i) [] – Micro Enterprises

ii) [] – Small Enterprises

Please tick in the appropriate option box [] and attach relevant documents/certificate* issued by any of the Authority mentioned below as evidence to their applicability of Micro and Small Enterprises:

- ☐ District Industries Centers (DICs)
- ☐ Khadi & Village Industries Commission (KVIC)
- ☐ Khadi & Village Industries Board (KVIB)
- ☐ Coir Board
- ☐ National Small Industries Corporation (NSIC)
- ☐ Directorate of Handicrafts and Handloom
- ☐ MSEs registered under Udyam Registration (UR) portal
- ☐ Any other Body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME)

* The registration certificate issued from any one of the above agencies must be valid as on close date of the tender.

- 2 I/We also undertake to inform the change in this status as aforesaid during the currency of the Contract, if any.

Dated _____

Signature of Bidder _____



FORM-I: Documents for verification of local content, as per Clause 1.6 (v) (II) of ITB of GeM Bid Document

{Bidder shall submit following undertaking online}

1. I/We(Name of the Bidder) certify that the local content in the item offered is% of the total value of the tendered work, and the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier (strike out whichever is not applicable for the bidder) for claiming purchase preference as per the Public Procurement (Preference to Make in India) Order 2017 (latest revision dated 19-07-2024) of DPIIT, Government of India against the GeM Bid No.....Dated.....

The details of the location(s) at which the value addition is made are given below:

- 1
2

2. As per Clause 1.6(v), Part-I, of GeM Bid Document, I/We (Name of the Bidder) attach herewith a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) (strike out whichever is not applicable for the bidder) giving the percentage of local content.

Enclo. : Certificate as stated in Sl. No. 2 above.

Dated _____

Signature of Bidder _____



FORM-J: Declaration of Bidder covering Clause 1.3 of ITB of GeM Bid Document

(Bidders shall submit this DECLARATION online)

I/We (the "Bidder") do hereby solemnly affirm and declare as follows:

- a) Participation of the Bidder is not barred by any sanction issued by the UN Security Council.
- b) The bidder is not affiliated with a firm or entity that has provided consulting services related to the Services to either the Corporation or the Borrower during the preparatory stages of the Services or of the Project of which the Services form a part, or that has been hired (or is proposed to be hired) by the Corporation or Borrower as Engineer-in-Charge for the Contract.
- c) The bidder is not legally barred from the procurement process in India on any grounds including previous violations of regulations on fraud or corruption.
- d) Participation is not allowed for those Bidders or Sub-Consultants to be contracted for considerable portions of the Contract or Enterprises, economically intertwined with the Corporation in India and/or State Controlled Enterprises that are not legally or financially independent.

Date

(Signature)
(Name of Signatory, duly authorised to sign the bid
on behalf of the Bidder (In block letters))

(Designation / Title of Signatory)
(Seal of the Bidder)

**FORM-K: Declaration of Bidder covering Clause 1.4 of ITB of GeM Bid Document**

(Bidders shall submit this DECLARATION online)

I/We (the "Bidder") do hereby solemnly affirm and declare as follows:

1. I/We undertake that it shall not engage in corrupt or fraudulent or collusive or coercive or restrictive practices as defined in Clause 5.2(ii) of ITB of GeM Bid Document in competing for the award of the Services described therein pursuant to the said NIB and, in the event of the award of Services upon the acceptance of the bid of the Bidder pursuant to the said NIB, in the execution of the Services under the resultant Contract and shall strictly observe and comply with the stipulations contained in this behalf in the NIB as also under all the laws in force in India.
2. I/We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect, the Bidder has neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with its bid, nor will the bidder offer or grant any such incentives or conditions in the present procurement process or in the event that the Bidder is awarded the contract, in the subsequent execution of the contract.
3. I/We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. The bidder undertakes to comply with the Core Labour Standards ratified by the country of India. The Bidder will inform its staff about their respective obligations and about their obligation to obey the laws of the country of India.
4. I/We undertake that it, either directly in its own name or indirectly in any other name, in carrying out of its business, has not (i) been convicted by any Investigating Agencies of Central/State Government or convicted in any criminal, fraud, corruption cases against them in a Court of Law as on the latest date of Bid submission; (ii) been involved in the Corrupt or Fraudulent or collusive or coercive Practices as defined in Clause 5.2(ii), ITB of GeM Bid Document; (iii) made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements.
5. I/We further declare and covenant that it has neither been declared ineligible/blacklisted/debarred from pre-qualification, participating or bidding in/award of tenders/projects/Services/bids, nor had any contract terminated on account of defaults/poor performance/failure to execute the awarded Services, discharge any obligations or abandonment of any Services/contracts by NEEPCO or the Ministry of Power, Govt. of India or Govt. of India., during last 5(five) years as on the latest date of submission of Bid.
6. I/We I/We hereby undertake that, from the date of submission of our bid until the award of the contract, we shall promptly inform NEEPCO in writing of any instance of our becoming ineligible or being placed under suspension, blacklisting, or debarment from participation in or award of any tender, bid, project, or work by NEEPCO, the Ministry of Power, Government of India, any State Government, or any Ministry/Department/Organisation/Public Sector Undertaking, including any such action taken on account of default, poor performance, failure to execute awarded Services, failure to fulfil contractual obligations, or abandonment of any work or contract.

Place, date_____
(Signature)

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

(Name of Signatory, duly authorised to sign the bid
on behalf of the Bidder (In block letters))

(Designation / Title of Signatory)

(Seal of the Bidder)

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

FORM-L: Certificate regarding Compliance

[Bidder shall submit following Certificate online]

I/We(Name of the Bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to bidders from such countries as given in Order (Public Procurement No. 4) dated 23.02.2023 vide No. F.7/10/2021-PPD(1) issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India . I/We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a bidder from such countries unless such bidder is registered with the Competent Authority. I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Date

(Signature)
(Name of Signatory, duly authorised to sign the bid
on behalf of the Bidder (In block letters))

(Designation / Title of Signatory)
(Seal of the Bidder)

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

FORM-M: BID SECURITY DECLARATION

(Bidders shall submit this Bid Security Declaration on Company's Letter head online)

I/We(Name of Bidder/Company)....., hereby accepts that if I/We withdraw or modify my/our bid submitted against tender for "**Construction Stage Design and Review Consultancy Services of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh**".vide GeM Bid No._____ Dated _____, after the bid opening during the period of bid validity and extension(s) thereof, I/We shall be suspended from participating in future tenders of the Corporation for a period of 2(two) years from the date of issue of notice of such suspension by the Corporation.

Date

(Signature)
(Name of Signatory, duly authorised to sign the bid
on behalf of the Bidder (In block letters))

(Designation / Title of Signatory)
(Seal of the Bidder)

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

DATE SHEET- 1: CONFIRMATION OF THE SITE VISIT AND PROJECT APPRECIATION BY THE BIDDER

Name of Bidder or Partner of Joint Venture:

We _____ (Name of the Bidder)
whose registered office is at _____ (Official Address of the Bidder) declare herewith that
our representatives have visited the site of the work on _____ day of _____, and that we have fully
informed ourselves of all the conditions, local and otherwise, which may affect the preparation of this tender and the
performance of the Services.

Subsequent to the site visit we have prepared the attached Project Appreciation Report in accordance with the
Instruction to the Bidders.

Give Names and Positions of the representative(s) who took part in the site visit(s):

Name: _____ Signature: _____
Position: _____ Date: _____
Representative of: _____

Name: _____ Signature: _____
Position: _____ Date: _____
Representative of: _____

Name: _____ Signature: _____
Position: _____ Date: _____
Representative of: _____

(N.B.: Detailed report on site visit describing Project Appreciation in accordance with requirements specified in the
Instruction to the Bidders to be attached separately along with this data Sheet)

(Signature of the Consultant with Seal)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

**DATE SHEET- 2: SIMILAR DESIGN AND REVIEW CONSULTANCY EXPERIENCE IN HYDRO
ELECTRICPROJECTS/PUMPED STORAGE PROJECTS**

Name of Bidder or Partner of Joint Venture:

Commissioned Projects in last 20 Years					Ongoing Projects				Remarks
Serial No.	Name of the Project	Location of the Project	Date of Commissioning	Installed Capacity	Name of the Project	Location of the Project	Date of Award	Installed Capacity	
1	2	3	4	5	6	7	8	9	10
1									
2									
3									

Note: Commissioned and Ongoing projects experience indicates experiences in Design and Review Consultancy of Hydro Electric Projects/Pumped Storage Projects comprising of structures like Concrete Dam, Spillway and Appurtenant Services, Diversion Arrangement, Water Conductor System, Powerhouse and Tail Race System. Hydro-Mechanical Services such as Gates, Trash Rack, Steel liners and Electro-Mechanical Services.

Each Partner of the Joint Venture must fill this Data Sheet Separately.

(Signature of the Consultant with Seal)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

DATE SHEET- 3: PROPOSED METHODOLOGY AND CONCEPT

Name of Bidder or Partner of Joint Venture:

(Signature of the Consultant with Seal)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

DATE SHEET- 4: PROPOSED WORK PLAN AND STAFFING SCHEDULE

Name of Bidder or Partner of Joint Venture:

(Signature of the Consultant with Seal)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

DATE SHEET- 5: PROPOSED ORGANIZATION SETUP

Name of Bidder or Partner of Joint Venture:

(Signature of the Consultant with Seal)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

DATE SHEET- 6: QUALIFICATION OF THE KEY PERSONNEL TO BE EMPLOYED ON THE PROJECT

Name of Bidder or Partner of Joint Venture:

(Signature of the Consultant with Seal)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

DATA SHEET-7: ACTIVITY (WORK) SCHEDULE

Activity (Work) Schedule									
Sl. No.	Item of Activity (Work)	Month wise program (in form of bar chart)							
		1 st	2 nd	3 rd	-	-	-	N th	Total
1.									
2.									
3.									
4.									
-									
-									
-									
-									
N									

Notes:

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approval.
2. Duration of activities shall be indicated in the form of a bar chart.
3. Include a legend, if necessary, to help for reading the chart.
4. The work/activities shall be so planned/framed so as to be completed within the scheduled time period mentioned in the "Terms of Reference (ToR)".
5. 1 (One) Month shall be considered as Thirty (30) days.

(Signature of the Consultant with Seal)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

DATA SHEET-8: DECLARATION ASSURING AVAILABILITY OF THE PROPOSED PROFESSIONAL

Name of Bidder or Partner of Joint Venture:

To,

_____ (Address of the Tendering Authority)

Dear Sir,

**Sub: ENGAGEMENT OF PROPOSED PERSONNEL FOR THE “CONSTRUCTION
STAGE DESIGN & REVIEW CONSULTANCY SERVICES OF TATO-II HYDRO
ELECTRIC PROJECT (700 MW), ARUNACHAL PRADESH”.**

It is hereby declared that all the professionals who's CVs have been enclosed with our proposal shall be available for the proposed assignment in case of award of the consultancy contract to us. Their availability is assured by us for the assigned task.

Experts engaged for the consultancy work shall continue in the assignment for the entire contract duration from the date of bid submission.

(Signature of the authorized signatory)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

DATA SHEET-9: DETAILS REGARDING EX-EMPLOYEES OF NEEPCO LTD.

(On the Letter Head of the Bidder)

We furnish the details of ex-employees of NEEPCO Ltd., retired/resigned at the level of Manager or above from NEEPCO Ltd. and subsequently have been employed by us:

Name of the Person and designation in NEEPCO at the time of retirement/resignation	Date of Retirement/Resignation from NEEPCO	Date of Joining and present designation in our organization

(Signature of the authorized signatory)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

DATA SHEET-10: LETTER OF UNDERTAKING (SECRECY AND CONFIDENTIALITY)

(In Rs. 10 non-judicial stamp paper)

I _____ (name) _____, S/o _____ (Designation & Address) and authorized signatory
of _____ (Name & Address of the Company)
_____ do hereby undertake for and on behalf of the Company to
maintain secrecy and confidentiality of all the information such as
software/documents/data/designs/photographs/any relevant material in hardcopy/softcopy received from NEEPCO
Ltd. which will be used only for the work under this contract i.e. **“Construction Stage Design & Review
Consultancy Services for Tato-II Hydro Electric Project (700 MW), Arunachal Pradesh”** and same shall be
returned to NEEPCO Ltd. Any information etc. received from NEEPCO Ltd. will be kept secret in strict confidence
and will not be used/shared for any other purpose with any person/company. In case of any violation of secrecy
and confidentiality clause, the company undertakes to indemnify NEEPCO Ltd. for any loss occasioned there from
apart from any civil and criminal action available to NEEPCO Ltd. under law.

(Signature of the authorized signatory)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

DATE SHEET- 11: ADDITIONAL/SUPPLEMENTAL INFORMATION

Name of Bidder or Partner of Joint Venture:

Add any further information that the Bidder considers to be relevant to the evaluation of Technical Proposal. If the Bidder wishes to attach other documents, list them below.

Bidders should not enclose testimonials, certificates and publicity material with their bids, they will not be taken into account in the evaluation of Technical Qualifications and will be discarded.

(Signature of the authorized signatory)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

DATE SHEET- 12: CURRICULUM VITAE OF THE KEY EXPERTS TO BE DEPLOYED

Name of Bidder or Partner of Joint Venture:

1. **NAME OF THE KEY PERSONNEL:**
2. **PROPOSED POSITION:**
3. **NAME OF THE FIRM/COMPANY:**
4. **DATE OF BIRTH:**
5. **NATIONALITY:**
6. **DETAILS OF EDUCATIONAL QUALIFICATIONS:**
7. **MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS:**
8. **COUNTRIES OF WORK EXPERIENCE**
9. **LANGUAGE PROFICIENCY:**
10. **EMPLOYMENT RECORD:**
11. **WORK EXPERIENCE RELEVANT TO THE INSTANT PROJECT:**
12. **SIGNATURE OF THE KEY PERSONNEL:**
13. **COUNTER SIGNATURE OF THE AUTHORIZED:**

(Signature of the authorized signatory)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

**DATA SHEET-13: FINANCIAL CAPABILITY**

Name of Bidder:

Bidders should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders summarizing actual assets and liabilities in INR.

Fill in the blanks for each of the last 3 (three) financial years, duly certified by Chartered or Public Accountant or Chamber of Commerce or Banks.

	Year I	Year II	Year III
1. Share Capital			
	Year I	Year II	Year III
2. Paid up Capital			
	Year I	Year II	Year III
3. Free Reserve (gross)			
	Year I	Year II	Year III
4. Unallocated balance surplus			
	Year I	Year II	Year III
5. Expenses not written off			
	Year I	Year II	Year III
6. Total current assets			
	Year I	Year II	Year III
6.1 Total cash and deposits			
	Year I	Year II	Year III
6.2 Deposits with bids or otherwise as guarantees (due within ninety (90) days)			
	Year I	Year II	Year III
6.3 Amounts receivable from completed contracts (due within ninety (90) days)			
	Year I	Year II	Year III
6.4 Amounts receivable from completed contracts after retention (due within ninety (90) days)			
	Year I	Year II	Year III
6.5 Stocks and bonds at present market value			
	Year I	Year II	Year III
6.6 Any other current assets (due within ninety (90) days)			

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

	Year I	Year II	Year III
7. Closing stock if any			
8. Total current liabilities (give in details)			
9. Total assets			
10. Total liabilities			
11. Contingent Liability (give in details)			
12. Total profit before tax			
13. Turnover from Consultancy during the financial year.			
14. Exchange rate adopted if any for the equivalent in US\$:			
15. Bank references and address:			
16. Credit Line Instruction	(list names of institutions and maximum Credit Line; attach respective letters from sureties) Maximum Amount in INR		
17. Current Solvency Certificate Notes: Item 1: Item 17 : (Place and Date)	(Certificate indicating amount.) The amount for share capital shall include retained earnings. Attach respective letters from banks (Bank Credit Letter). (Name and Signature of Authorized Representative)		

NB: This Form is to be duly certified by the Chartered Accountant with due mention of UDIN (Unique Document Identification Number) in the certificates and attestations by the Chartered Account.

(Signature of the authorized signatory)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

DATA SHEET-14: BANK DETAILS FOR E – PAYMENT

(To be submitted by the Bidder on their letter head)

Name of Bidder:

- a) Name of the Bank:
- b) Branch of the Bank:
- c) IFS Code of the Branch:
- d) Account Type:
- e) Account Number:
- f) City/Town:
- g) Fax No. of the Bank:
- h) Telephone No. of Bank:
- i) NEFT Code:
- j) E- mail address of Bank:
- k) GSTIN number of the Bidder:

(Signature of the authorized signatory)

Name:

Designation:

Organization:

Date & Place:

Phone/Fax/Mobile/Email:

**DATA SHEET-15: CHECK-LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BIDS**

Name of Bidder:

Sl. No.	List of documents to be submitted by the Bidders with the Bids	Ref. to Detailed Bid Document	Description on mode of submission of documents by the Bidders	Compliance (Yes/No)	Page Nos. (To be mandatorily marked in the documents submitted)
1	Fulfills General Qualifying Requirement	Cl. 1.5.1 of Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/upload required supporting documents, duly signed and stamped with online Techno-Commercial bids.	Yes/No	
2	Fulfills Technical Qualifying Requirement	Cl. 1.5.2 of Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/upload required supporting documents, duly signed and stamped with online Techno-Commercial bids.	Yes/No	
3	Fulfills Financial Qualifying Requirement	Cl. 1.5.3 of Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/upload required supporting documents, duly signed and stamped with online Techno-Commercial bids.	Yes/No	
4	FORM- A: Bid Form	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/upload Form-A: Bid Form, duly filled up, signed and stamped with online bids.	Yes/No	
5	FORM-B: Warranty Form	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/upload Form-B: Details of Bidder, duly filled up, signed and stamped with online bids.	Yes/No	
6	FORM-C: Bid Security/ EMD Form	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Form-C: Bid Security/ EMD, with online bids, including its physical submission in original.	Yes/No	
7	FORM-C1: Format of Insurance Surety Bond for bid security	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Form-C1: Insurance Surety Bond for bid security, with online bids, including its physical submission in original.	Yes/No	
8	FORM-D: Power of Attorney Form	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Bid Form-D: Power of Attorney, with online bids, including its physical submission in original, if applicable.	Yes/No	
9	Form-D1: Power of	Instruction to	Bidders shall submit/ upload Bid	Yes/No	



Sl. No.	List of documents to be submitted by the Bidders with the Bids	Ref. to Detailed Bid Document	Description on mode of submission of documents by the Bidders	Compliance (Yes/No)	Page Nos. (To be mandatorily marked in the documents submitted)
	Attorney form of lead member of the consortium/Joint Venture	Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Form-D1: Power of Attorney form of lead member of the consortium/Joint Venture, with online bids, including its physical submission in original, if applicable		
10	Form-E: Joint-Venture/consortium agreement form	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Form-E: Joint-Venture/consortium agreement form with online bids, including its physical submission in original, if applicable	Yes/No	
11	Form- F: Proforma of joint deed of undertaking by the sub-consultant and the bidder/consultant	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Form- F: Proforma of joint deed of undertaking by the sub-consultant and the bidder/consultant with online bids, including its physical submission in original, if applicable	Yes/No	
12	Form-G: undertaking by sub-consultant	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Form- G: undertaking by sub-consultant with online bids, including its physical submission in original, if applicable	Yes/No	
13	FORM H: Undertaking for Bidders who are registered as Micro/Small Enterprises (wherever applicable) with certificates from concerned authorities.	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Form-H, duly filled up, signed, stamped along with relevant supporting documents/ certificate, in case of MSE Bidders, with the online bids.	Yes/No	
14	FORM-I: Documents for verification of local content, as per Cl. 1.6 (v) (ii) of this ITB of Bid Document/ATC	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Form-I, duly filled up, signed, stamped with the online bids.	Yes/No	
15	FORM-J: Declaration of Bidder covering Cl. 1.3 of this ITB of Bid Document/ATC	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Form-J, duly filled up, signed, stamped with the online bids.	Yes/No	
16	FORM-K: Declaration of Bidder covering Cl. 1.4 of this ITB of Bid Document/ATC	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Form-K, duly filled up, signed, stamped with the online bids.	Yes/No	
17	FORM-L: Certificate	Instruction to	Bidders shall submit/ upload	Yes/No	



Sl. No.	List of documents to be submitted by the Bidders with the Bids	Ref. to Detailed Bid Document	Description on mode of submission of documents by the Bidders	Compliance (Yes/No)	Page Nos. (To be mandatorily marked in the documents submitted)
	regarding Compliance	Bidders and Forms & Data Sheets of ATC	Form-L, duly filled up, signed, stamped with the online bids.		
18	FORM-M: Bid Security Declaration	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Form-M, duly filled up, signed, stamped with the online bids.	Yes/No	
19	DATA SHEET-1: Confirmation of the Site Visit And Project Appreciation By The Bidder	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-1, duly filled up, signed, stamped with the online bids.	Yes/No	
20	DATA SHEET-2: Similar Design and Review Consultancy Experience In Hydro Electric projects/Pumped Storage Projects	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-2, duly filled up, signed, stamped with the online bids.	Yes/No	
21	DATA SHEET-3: Proposed Methodology and Concept	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-3, duly filled up, signed, stamped with the online bids.	Yes/No	
22	DATA SHEET-4: Proposed Work Plan and Staffing Schedule	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-4, duly filled up, signed, stamped with the online bids.	Yes/No	
23	DATA SHEET-5: Proposed Organization Setup	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-5, duly filled up, signed, stamped with the online bids.	Yes/No	
24	DATA SHEET-6: Qualification of the Key Personnel to be Employed on the Project	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-6, duly filled up, signed, stamped with the online bids.	Yes/No	
25	DATA SHEET-7: Activity (Work) Schedule	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-7, duly filled up, signed, stamped with the online bids.	Yes/No	
26	DATA SHEET-8: Declaration assuring	Instruction to Bidders	Bidders shall submit/ upload Data Sheet-8, duly filled up,	Yes/No	



Sl. No.	List of documents to be submitted by the Bidders with the Bids	Ref. to Detailed Bid Document	Description on mode of submission of documents by the Bidders	Compliance (Yes/No)	Page Nos. (To be mandatorily marked in the documents submitted)
	availability of the proposed professional	and Forms & Data Sheets of ATC	signed, stamped with the online bids.		
27	DATA SHEET-9: Details regarding Ex-Employees of NEEPCO Ltd.	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-9, duly filled up, signed, stamped with the online bids.	Yes/No	
28	DATA SHEET-10: Letter of Undertaking (Secrecy & Confidentiality)	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-10, duly filled up, signed, stamped with the online bids.	Yes/No	
29	DATA SHEET-11: Additional/supplemental information	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-11, duly filled up, signed, stamped with the online bids.	Yes/No	
30	DATA SHEET-12: Curriculum Vitae of the key Experts to be deployed	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-12, duly filled up, signed, stamped with the online bids.	Yes/No	
31	DATA SHEET-13: Financial Capability	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-13, duly filled up, signed, stamped with the online bids.	Yes/No	
32	DATA SHEET-14: Bank Details for E – Payment	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-14, duly filled up, signed, stamped with the online bids.	Yes/No	
33	DATA SHEET-15: Check-List of Documents to be Submitted with the Bids	Instruction to Bidders and Forms & Data Sheets of ATC	Bidders shall submit/ upload Data Sheet-15, duly filled up, signed, stamped with the online bids.	Yes/No	
34	Any other documents	Any relevant Bid conditions	Bidders shall submit/ upload any other documents, which are required in terms of relevant bid conditions with online Techno-commercial bids.	Yes/No	

Note: Bidder shall refer to above check list for compliance on submission of all the required documents/data to be submitted by the Bidder with the Bid. However, submission of documents/ data as per the above check list will not absolve the bidder from submission of any other required documents/ data to be submitted by the bidder complete in all respect under the Bid as per the bid conditions.

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-II

Dated_____

Signature of Bidder_____

North Eastern Electric Power Corporation Ltd.	 ISO 9001:2015 ISO 14001:2015 ISO 45001:2018	Annexure-III
Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh.		

Bank Guarantee Format for Contract Performance Guarantee

(Please refer Clause No. 18 of Part-II B, ATC/Bid Document)

(To be submitted by the Consultant)

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,

[Employer's Name & Address]

Dear Sirs,

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*[Consultant's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'Consultant', 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 Contract Order No..... dated..... and the same having been acknowledged by the Consultant, for -----*[Accepted Contract Amount in figures and words]* for*[Name of the Consultancy Service]* and the Consultant 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 Consultancy Service under the Contract to the Employer.

We*[Name & Address of the Bank]*.....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or 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 Consultant 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 Consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank 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 Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Consultant. 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 Consultant, 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 Consultant or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these

North Eastern Electric Power Corporation Ltd.	 ISO 9001:2015 ISO 14001:2015 ISO 45001:2018	Annexure-III
Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh.		

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 the law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee the Employer may have in relation to the Consultant's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed ____(*)_____.
- ii) This Bank Guarantee shall be valid Upto _____(+)_____.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before (@)_Dated this _____day of _____20_____at_____ WITN ESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Designation with Bank

Stamp)/with staff Authority no.

Complete Address of the Bank with Tele- Fax & email

Notes :

1. (*) This sum shall be **5 (Five) percent** of the Accepted Contract Amount denominated in the types and proportions of currencies as guided by Clause 18 of Part-II B, ATC of Contract.
 (@) This date shall be sixty (60) days beyond the date of completion of all contractual obligations of the consultant.
 (+) This date shall be guided by Clause 18 of Part-II B, ATC/Bid Document.
2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank/Consultant, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers/email with full correspondence address of the Bank.

North Eastern Electric Power Corporation Ltd. Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh.	 ISO 9001:2015 ISO 14001:2015 ISO 45001:2018	Annexure-III
---	--	----------------------------

3. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Consultant) under registered post (A.D.). The Consultant can submit an advance copy of Bank Guarantee to the Employer.
4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax/email and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.
5. The Bank Guarantee issued must be routed through SFMS (Structured Financial Messaging System) platform. The details of the NEEPCO's Bank for SFMS platform is given below:
 - a) Name of the Bank: SBI, Commercial Branch, Guwahati
 - b) Name as per bank record: North Eastern Electric Power Corporation Ltd.
 - c) Bank A/c No: 10881522463
 - d) Type of A/c : Cash Credit A/c
 - e) IFS Code: SBIN0004418
 - f) SBI E-mail ID : sbi.04418@sbi.co.in

North Eastern Electric Power Corporation Ltd. Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh.	 ISO 9001:2015 ISO 14001:2015 ISO 45001:2018	Annexure-III
--	--	---------------------

DRAFT FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be submitted by the Consultancy Firm)

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

(Insurance Surety Bond No.....)

Date.....

(Name of the Contract, Contract Order No. & GeM Bid No.)

To:

The HOD/CGM(Tech)
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[Consultancy Firm's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Consultancy Firm', 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 Contract Order No..... dated..... and the same having been acknowledged by the Consultancy Firm, for -----[Accepted Contract Amount in figures and words] for[Name of the Consultancy Service] and the Consultancy Firm 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 Consultancy Service 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 Consultancy Firm 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 Consultancy Firm. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Consultancy Firm 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 Consultancy Firm. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time

North Eastern Electric Power Corporation Ltd. Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh.	 ISO 9001:2015 ISO 14001:2015 ISO 45001:2018	Annexure-III
---	--	--------------

the exercise of any powers vested in them or of any right which they might have against the Consultancy Firm, 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 Consultancy Firm 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 Consultancy Firm and notwithstanding any security or other guarantee the Employer may have in relation to the Consultancy Firm'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 this day 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 **5 (Five) percent** of the Accepted Contract Amount denominated in the types and proportions of currencies as guided by Clause 18.1 of Part-II (B) Additional terms and Conditions of Bid document.

(@) This date shall be 60 (sixty) days beyond the date of completion of all contractual obligations of the consultant.

(+) This date shall be guided by Clause 18.1 of Additional terms and Conditions of Bid document.
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 employer should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber

North Eastern Electric Power Corporation Ltd. Construction Stage Design and Review Consultancy Works of Tato-II Hydro-Electric Project (700MW), District Shi Yomi, Arunachal Pradesh.	 ISO 9001:2015 ISO 14001:2015 ISO 45001:2018	Annexure-III
---	--	---------------------

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 Consultancy Firm) under registered post (A.D.). The Consultancy Firm 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.

END OF THE CHAPTER “GENERAL TERMS AND CONDITIONS (GTC) AND SERVICE SPECIFIC TERMS AND CONDITIONS (“STC”) AS SPECIFIED IN SERVICE LEVEL AGREEMENT AND PACKAGES IN GEM PORTAL”

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review
Consultancy Works of Tato-II Hydro-Electric
Project (700MW), District Shi Yomi, Arunachal
Pradesh.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-III

PERFORMANCE SECURITY BANK GUARANTEE FORM

(Refer Sub-clause 18, Part-II (B) of ATC/BID DOCUMENT)

(To be submitted by the Partners of Joint Venture)

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,

The HOD/CGM(Tech)

Contracts & Procurement,

North Eastern Electric Power Corporation Ltd.,

Brookland Compound, Lower New Colony,

Shillong-793003 Meghalaya, India

Dear Sirs,

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[Consultant's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Consultant', 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 Contract Order No..... dated..... and the same having been acknowledged by the Consultant, for -----[Accepted Contract Amount in figures and words] for[Name of the Works] and the Consultant 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 Bank].....having its Head Office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or 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 Consultant 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 Consultant (individual partners of JV). Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank 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.

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review
Consultancy Works of Tato-II Hydro-Electric
Project (700MW), District Shi Yomi, Arunachal
Pradesh.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-III

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Consultant (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 Consultant, 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 Consultant or any other course or remedy or security available to the Employer. The Bank 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 the law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant (individual partners of JV) and notwithstanding any security or other guarantee the Employer may have in relation to the Consultant's (individual partner's in case of JV) liabilities.

- i) Our liability under this Bank Guarantee shall not exceed ____(*)____ .
- ii) This Bank Guarantee shall be valid upto ____ (+)____ .
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before (@)_____

Dated this day of(month).....(year) at.....

WITNESS

.....

(Signature).....

(Signature)

.....

(Name)

(Name).....

.....

(Official Address)

(Designation with Bank Stamp)/Staff Authority No.

Complete Address of the Bank with Tele-Fax and email

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review
Consultancy Works of Tato-II Hydro-Electric
Project (700MW), District Shi Yomi, Arunachal
Pradesh.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-III

- Notes:
1. (*) This sum shall be **5 % (Five percent)** in proportion of the participation share of the partner in the Joint-Venture totaling to of the Accepted Contract Amount denominated in the types and proportions of currencies as guided by Clause 18, Part-II (B) of ATC/Bid Document.

(@) This date will be Sixty (60) days beyond the date of completion of all contractual obligations of the consultant. This date shall be guided by Clause 18, Part-II (B) of ATC/Bid Document.
 2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

In case the same is issued by a first-class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.
 3. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Consultant) under registered post (A.D.). The Consultant can submit an advance copy of Bank Guarantee to the Employer.
 4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review
Consultancy Works of Tato-II Hydro-Electric
Project (700MW), District Shi Yomi, Arunachal
Pradesh.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-III

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(Refer Sub-clause 18, Part-II (B) of ATC/BID DOCUMENT)

(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.....

To:

The HOD/CGM(Tech)

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[Consultant's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Consultant', 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 Contract Order No..... dated..... and the same having been acknowledged by the Consultant, for -----[Accepted Contract Amount in figures and words] for[Name of the Works] and the Consultant 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 Consultant 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 Consultant (individual partners of JV). Any such demand made by the

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review
Consultancy Works of Tato-II Hydro-Electric
Project (700MW), District Shi Yomi, Arunachal
Pradesh.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-III

Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant 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 Consultant (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 Consultant, 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 Consultant 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 Consultant (individual partners of JV) and notwithstanding any security or other guarantee the Employer may have in relation to the Consultant'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 serves upon Surety a written claim or demand on or before
.....@.....

Dated this day of 20..... at.....

WITNESS
Company

.....

Signed for and on behalf of the Insurance

.....

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review
Consultancy Works of Tato-II Hydro-Electric
Project (700MW), District Shi Yomi, Arunachal
Pradesh.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-III

(Signature)

.....

(Name)

.....

(Official Address)

(Signature)

.....

(Name)

.....

(Designation with Stamp of Insurance
Company)/with staff Authority no.

Complete Address of the Insurance Company with
Telephone No. and e Mail Id.

Notes:

1. (*) This sum shall be **5 % (Five percent)** in proportion of the participation share of the partner in the Joint-Venture totaling to of the Accepted Contract Amount denominated in the types and proportions of currencies as guided by Clause 18, Part-II (B) of ATC/BID DOCUMENT. (@) This date shall be sixty (60) days beyond the date of completion of all contractual obligations of the consultant.
(+) This date will be guided by Clause 18, Part-II (B) of ATC/Bid Document.
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 (i.e. NEEPCO Ltd.) by the issuing Insurance Company (on behalf of Consultant) under registered post (A.D.). The Consultant can submit an advance copy of Insurance Surety Bond to the Employer.
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.

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review
Consultancy Works of Tato-II Hydro-Electric
Project (700MW), District Shi Yomi, Arunachal
Pradesh.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-III

PERFORMANCE SECURITY BANK GUARANTEE

(Refer Sub-clause 18, Part-II (B) of ATC/Bid Document)

(To be submitted by Sub-Consultant)

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,

The HOD/CGM(Tech)
Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong-793003 Meghalaya, India

Dear Sirs,

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*[Consultant's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'Consultant', 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 Contract Order No..... dated..... and the same having been acknowledged by the Consultant, for -----

---[Contract sum in figures and words] for *[Name of the work]* and the Consultant along with M/s....*[Sub-Consultant's Name]* a company with Registered Office at (hereinafter referred to as the 'Sub-Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having executed a Deed of Undertaking for successful performance of the component works to be executed by the Sub-Consultant and the Sub-Consultant having agreed to provide an additional Contract Performance Guarantee for the faithful performance of the sub-let works under the Contract equivalent to* of the value of the aforesaid sub-let works under the Contract to the Employer.

We*[Name & Address of the Bank]* having its Head Office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or 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 Consultant to the extent of(*) as aforesaid at any time upto(@) *[days/month/year]*

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review
Consultancy Works of Tato-II Hydro-Electric
Project (700MW), District Shi Yomi, Arunachal
Pradesh.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-III

without any demur, reservation, contest, recourse or protest and/or without any reference to the Sub-Consultant or Consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank 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 Bank under this guarantee, from time to time to extend the time for performance of the contract by the Sub-Consultant. 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 Consultant or Sub-Consultant, 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 Consultant or Deed of Undertaking executed by the Consultant along with its Sub-Consultant any other course or remedy or security available to the Employer. The Bank 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 the law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Sub-Consultant and notwithstanding any security or other guarantee the Employer may have in relation to the Consultant's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed(*).....
- ii) This Bank Guarantee shall be valid upto(+).....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before (@).....

Dated this day of(month).....(year) at.....

WITNESS

.....

(Signature)

.....

(Name)

(Signature).....

(Name).....

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review
Consultancy Works of Tato-II Hydro-Electric
Project (700MW), District Shi Yomi, Arunachal
Pradesh.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-III

.....
(Official Address)

.....
(Designation with Bank Stamp)/Staff
Authority No.

Complete Address of the Bank with Tele-Fax.

Notes: 1. (*) This sum shall be **5 (Five) percent** of the value of the sub-let works as identified in the Contract as guided by Clause 18, Part-II (B) of ATC/Bid Document.

(@) This date shall correspond to the scheduled date for completion of sub-let works. (+)
T h i s date shall be guided by Clause 18, Part-II (B) of ATC/Bid Document.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six

(6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

In case the same is issued by a first-class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.

3. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Consultant) under registered post (A.D.). The Consultant can submit an advance copy of Bank Guarantee to the Engineer.

4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax/email and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review
Consultancy Works of Tato-II Hydro-Electric
Project (700MW), District Shi Yomi, Arunachal
Pradesh.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-III

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(Refer Sub-clause 18, Part-II (B) of ATC/bid document)

(To be submitted by the Sub-Consultant)

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

Insurance Surety Bond No.....

Date.....

To:

The HOD/CGM(Tech)
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[Consultant's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Consultant', 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 Contract Order No..... dated..... and the same having been acknowledged by the Consultant, for -----
---[Accepted Contract Amount in figures and words] for[Name of the Works] and the Consultant alongwith M/s.....[Sub-Consultant's Name] a Company with Registered Office at.....(hereinafter referred to as the 'Sub Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), having executed a Deed of Undertaking for successful performance of the component works to be executed by the Sub-Consultant and the Sub-Consultant having agreed to provide an additional Contract Performance Guarantee for the faithful performance of the sub-let works under the Contract equivalent to* of the value of the aforesaid sub-let 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

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review
Consultancy Works of Tato-II Hydro-Electric
Project (700MW), District Shi Yomi, Arunachal
Pradesh.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-III

hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Consultant 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 Consultant (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 Consultant 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 Sub-Consultant. 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 Sub-Consultant, 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 Consultant, Deed of Undertaking executed by the Consultant along with its Sub-Consultant 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 Sub-Consultant and notwithstanding any security or other guarantee the Employer may have in relation to the Consultant'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 serves upon Surety a written claim or demand on or before@.....

Dated this day of 20..... at.....

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review
Consultancy Works of Tato-II Hydro-Electric
Project (700MW), District Shi Yomi, Arunachal
Pradesh.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Annexure-III

WITNESS
Company

Signed for and on behalf of the Insurance

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Stamp of Insurance
Company)/with staff Authority no.

Complete Address of the Insurance Company with
Telephone No. and e Mail Id.

Notes:

1. (*) This sum shall be **5 (Five) percent** of the value of the sub-let works as identified in the Contract as guided by Clause 18, Part-II (B) of ATC/Bid Document.
(@) This date shall correspond to the scheduled date for completion of sub-let works. (+) This date will be guided by Clause 18, Part-II (B) of ATC/BID DOCUMENT.
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 (i.e. NEEPCO Ltd.) by the issuing Insurance Company (on behalf of Consultant) under registered post (A.D.). The Consultant can submit an advance copy of Insurance Surety Bond to the Employer.

North Eastern Electric Power Corporation Ltd.

Construction Stage Design and Review Consultancy Works of
Tato-II Hydro-Electric Project (700MW), District Shi Yomi,
Arunachal Pradesh



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

Bid Document

Price Schedule & Schedule of Payment

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.