

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

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



OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACT & PROCUREMENT)

Corrigendum No.01 Dated 29. 09. 2026

To

NIT No.492 Dated: 28.09.2026

For

Construction of 220 kV Heo Tato-I Kaying Transmission System

Sub: Publication of Vol-I, Section-VI (Forms, Data Sheets, Certificates, Schedules, Annexure) of the bid document.

1. Section VI (Forms, Data Sheets, Certificates, Schedules, Annexure) of Volume I of the Bidding Document is hereby uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in>) and the NEEPCO website (www.neepco.co.in). Section VI forms an integral part of the Bidding Document.
2. All other terms and conditions of the Bidding Document, including the Key Dates, remain unchanged.
3. This Corrigendum forms an integral part of the Bidding Document and shall be read in conjunction with it.



Head of Department
Contract & Procurement,
NEEPCO Ltd, Shillong.

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OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACT & PROCUREMENT)

Not in Original

Memo No. QP/C&P/ED/C&P/F/E/DTL-220KV/2149/VOL-1/2026-27/

Dated: 29. 09. 2026

1. The Managing Director, NEEPCO Ltd., Shillong for favour of kind information please.
2. Dr. Akhilesh Kumar Ambasht, IFoS (Retd.), Independent External Monitor (IEM) of NEEPCO Ltd., 5606, Orchid Crescent, DLF-Phase-IV, Sector-27, Gurugram-122009 (Haryana), E-mail: aambasht89@rediffmail.com, for favour of kind information please.
3. Shri Vijai Prakash Pathak, IRSS (Retd.), Independent External Monitor (IEM) of NEEPCO Ltd., House No. 58, IRWO Sangam Vatika, Devprayagram, Jhalwa, Prayagraj – 211012, E-mail: vppathak@hotmail.com, for favour of kind information please.
4. The CFO, NEEPCO Ltd., Shillong, for favour of kind information please.
5. The CTO, NEEPCO Ltd., Shillong, for favour of kind information please.
6. The ED Projects (Hydro), NEEPCO Ltd., Guwahati, for kind information please.
7. The ED, D&E, NEEPCO Ltd., Guwahati, for kind information please.
8. The ED, CPMG, NEEPCO Ltd., Guwahati, for kind information please.
9. The ED(Finance), NEEPCO Ltd., Shillong for kind information please.
10. The Head of Project, Tato-I HEP, NEEPCO Ltd., Dist- Shi Yomi, Arunachal Pradesh, for information please.
11. The Head of Project, Heo HEP, NEEPCO Ltd., Dist- Shi Yomi, Arunachal Pradesh, for information please.
12. The CGM (IT), NEEPCO Ltd., Shillong for information with a request to arrange for uploading the Corrigendum at NEEPCO Website.
13. The Assistant Hindi Officer, Hindi Section, NEEPCO Ltd., Shillong, for translating the Corrigendum to Hindi. It is also requested to forward the Hindi Version of the Corrigendum to IT Wing, Shillong for uploading in NEEPCO Website.



Head of Department
Contract & Procurement,
NEEPCO Ltd, Shillong.

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COVERING LETTER OF THE BIDDER IN THE COMPANY'S LETTERHEAD

To,
The Head of Department (Contracts & Procurement)
Contracts & Procurement
North Eastern Electric Power Corporation Limited,
Brook Land Compound, Lower New Colony,
Laitumkhrah, Shillong-793003,
State: Meghalaya, INDIA

Ref: Our Proposal No.....

I am writing to express our company's interest in the [Project Name/Description] as advertised on [website address]. After thoroughly reviewing the requirements outlined in the bid proposal/NIT/bid documents, we are eager to participate and contribute our skills and expertise to ensure the successful completion of this project.

Enclosed is our detailed proposal, which outlines our approach to the project.

Thank you for considering our proposal. We look forward to the opportunity to collaborate with you and contribute to the success of the project.

Warm regards,

[Name & Signature]
[Title/Position]
[Company Address]
[City, State, Zip Code]
[Email]
[Contact Information - Phone No.]

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FORM A - BID FORM

(To be stamped in accordance with Stamp Act on non-judicial stamp paper of appropriate value)

To,

The Head of Department (Contracts & Procurement),

Contracts & Procurement Department,

North Eastern Electric Power Corporation Limited (NEEPCO),

Brookland Compound, Lower New Colony, Laitumkhrah,

Shillong – 793003, Meghalaya, INDIA.

Dear Sir,

1. Having examined the Bidding Document for the above Works, comprising all Volumes, Sections, Forms, Schedules, Schematic and specifications, together with Addendum / Corrigendum No(s). _____ (insert numbers, if any), the receipt of all of which is hereby duly acknowledged, we, the undersigned, offer to design, engineer, manufacture / procure, supply, transport, insure, erect, test, commission and hand over the entire Works described as the **“220 kV D/C Heo-Tato-I-Kaying Transmission System”** comprising (a) the 220 kV Double Circuit line from the Pothead Yard of the 186 MW Tato-I Power House to the Kaying Pooling Substation (approx. 45 km) and (b) the LILO of one circuit of the Kaying–Tato-I line into the Pothead Yard of the 240 MW Heo Power House (approx. 6 km), with provision for the future LILO of the 145 MW Pauk HEP, on a single-responsibility basis, in full conformity with the Tender Specifications, at the item rates quoted by us in the Price Bid (Cover-2) against the Schedule of Requirements (Schedules A-1 and A-2), the total whereof constitutes our evaluated quoted price. We understand and accept that the quantities stated in the Schedule of Requirements are tentative and are given for tender evaluation only; that payment shall be made on the measured quantities of work actually executed at our quoted item rates; and that the built-up Bill of Quantities to be prepared by us after detailed survey shall serve as the quantity baseline and engineering deliverable under ITB Clause 12.3, without constituting or altering the Contract Price.

2. We confirm that no price or price-revealing information is contained in this Bid Form or elsewhere in Cover-1, our priced offer being submitted separately in Cover-2 (Price Bid) in the prescribed format.

3. We undertake, if our bid is accepted, to commence the Works and to complete the entire scope of Works and hand over the Transmission System within **26 (twenty-six) calendar months** reckoned from the Effective Date of the Contract, as determined in accordance with Clause 6.1.1 of the General Conditions of Contract, inclusive of all intermediate milestones including detailed survey, route-alignment, Right of Way (RoW) and forest-case preparation, land-record identification and demarcation, obtaining of the Inner Line Permit / Protected Area Permit and of the statutory technical approvals within our scope (including Electrical Inspectorate / CEIG / CEA and PTCC approvals), manufacture / procurement, supply, civil

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works, erection, stringing, testing and commissioning. We note that the statutory forest clearance and the RoW / way-leave approvals within the Employer's exclusive domain, together with the associated land, tree, crop and forest compensation and charges, lie with the Employer and are excluded from our quoted price in accordance with Clause 13.12 of the ITB, and that we shall provide all necessary assistance and preparatory documentation in that regard.

4. If our bid is accepted, we shall furnish an unconditional and irrevocable Performance Security equal to **10% (Ten per cent) of the Contract Price** by way of a Bank Guarantee in the prescribed format (Form-BG-2), valid up to ninety (90) days beyond the expiry of the Defect Liability Period, for the due performance of the Contract.

5. We have furnished, as part of Cover-1, Earnest Money Deposit / Bid Security of the amount specified in the NIT, by online payment / electronic Bank Guarantee (Form-BG-1) from a Scheduled Commercial Bank in India, valid for 45 (forty-five) days beyond the original Bid Validity Period.

6. We agree to abide by this bid for a period of **180 (one hundred and eighty) days** from the deadline for submission of bids fixed under the Instructions to Bidders, and this bid shall remain binding upon us and may be accepted at any time before the expiry of that period.

7. Until a formal Contract Agreement is prepared and executed, this bid together with your written acceptance thereof in the Letter of Acceptance / Notification of Award shall constitute a binding contract between us.

8. We confirm that we have read, understood and accepted all the terms, conditions, specifications and Corrigenda / Addenda of the Bidding Document without deviation, and that we have not attached any conditions of our own. We accept sole and single-point responsibility for the complete Works, and confirm compliance with the specified output / performance parameters, including an ampacity of 1940 A or more per circuit and the use of AL-59 conductor.

9. We confirm that we have signed and submitted the Integrity Pact (Form-IP) and the Code of Integrity Declaration (Form-DCL-DB), and that we are not under any disqualification, blacklisting or restriction that would render this bid ineligible.

10. We understand that the Employer is not bound to accept the lowest or any bid that it may receive.

Dated this _____ day of _____, 2026.

Yours faithfully,

Signature of Authorised Signatory: _____

Name (in block letters): _____

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Designation / Capacity in which signing: _____

Duly authorised to sign the bid for and on behalf of (Name of Bidder / Lead Member of JV):

(In the case of a Joint Venture, this Bid Form shall be signed by the authorised representative of the Lead Member. Where the JV entity is not yet formed / registered at bid stage, the JV shall bid on the strength of the JV Agreement / Memorandum of Understanding (MoU) executed among the members, and the signatory's authority shall be evidenced by that MoU / JV Agreement together with the Power of Attorney / Board Resolution of each member. The members shall be jointly and severally liable. On award, the JV shall be formally registered as a Company / Partnership / LLP with a separate PAN with the same ownership as declared in the MoU within 60 days of the LoA, in accordance with the NIT.)

Authority evidenced by Power of Attorney / Board Resolution No. _____ dated _____ (enclosed in Cover-1).

Witness:

Signature: _____

Name: _____

Address: _____

Seal / Stamp of the Bidder:

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FORM OF CONTRACT AGREEMENT

[To be executed on non-judicial stamp paper of appropriate value under the Indian Stamp Act, 1899 as applicable in the State of Meghalaya, or with stamp duty otherwise duly paid; the cost of stamp duty shall be borne by the Contractor]

THIS CONTRACT AGREEMENT is made at Shillong on this _____ day of _____, 20____

BETWEEN

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED (NEEPCO Ltd.), a Government Company registered under the Companies Act, having its Registered Office at Brookland Compound, Lower New Colony, Shillong – 793003, Meghalaya (hereinafter called “the Employer”, which expression shall include its successors and permitted assigns), of the ONE PART;

AND

M/s _____, [a company incorporated under the Companies Act, 2013 / a partnership firm / an LLP / a Joint Venture of _____ (Lead Member) and _____ constituted under the Joint Venture Agreement dated _____], having its registered office at _____ (hereinafter called “the Contractor”, which expression shall include its successors and permitted assigns), of the OTHER PART.

WHEREAS:

(A) the Employer invited bids under NIT No. _____ for the design, engineering, supply, erection, testing and commissioning of the 220 kV D/C Heo – Tato-I – Kaying Transmission System on single-point-responsibility, item-rate basis (“the Works”);

(B) the Contractor’s bid dated _____ was accepted, and the Employer issued its Letter of Acceptance No. _____ dated _____ (“the LoA”) for the accepted contract value of Rs. _____ (Rupees _____ only), exclusive of GST (“the Contract Price”, as defined in Clause 1.1.1 of the General Conditions of Contract);

(C) the Contractor has furnished, and the Employer has verified, the Performance Security required under ITB Clause 40 and GCC Clause 5.1; and

(D) the parties wish to record the terms of the Contract in this Agreement, in accordance with ITB Clause 41.

NOW THIS AGREEMENT WITNESSES as follows:

1. Documents forming the Contract. The following documents shall constitute the Contract between the parties, shall be read as complementary and mutually explanatory, and, in the

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event of ambiguity, discrepancy or conflict, shall rank in the order of precedence set out in Clause 1.2 of the GCC:

(a) this Contract Agreement (and any executed amendment to it); (b) the Letter of Acceptance No. _____ dated _____, together with the agreed minutes / corrigenda referred to therein; (c) the Special Conditions of Contract (Section V); (d) the Erection Conditions of Contract (Section IV); (e) the General Conditions of Contract (Section III); (f) the Notice Inviting Tender and the Instructions to Bidders (Sections I-II), including every Corrigendum / Addendum and the AITB issued; (g) the Technical Specifications (Volume II); (h) the priced Schedule of Requirements (Schedules A-1 and A-2), **the GST Schedule (Schedule A-4)** and, upon its acceptance under ITB Clause 12.3, the accepted built-up Bill of Quantities and (i) every other document forming part of the Contract, including the Contractor's bid and the declarations, forms and data sheets submitted with it.

2. Contract Price and payment. The Contract Price is the accepted contract value stated in the LoA, exclusive of GST, which shall be paid separately as applicable. The sum payable shall be determined by measurement of the work actually executed, valued at the item rates quoted against the Schedule of Requirements, in accordance with GCC Clause 8.3; the quantities in the accepted built-up Bill of Quantities shall serve as the quantity baseline, in accordance with ITB Clause 12.3 and GCC Clause 9.2.

3. Time. The Contractor shall complete the whole of the Works within 26 (twenty-six) months from the Effective Date determined under GCC Clause 6.1.1 read with the SCC, time being of the essence of the Contract.

4. Covenants. In consideration of the payments to be made by the Employer as provided in the Contract, the Contractor covenants with the Employer to execute and complete the Works and to remedy defects therein, in conformity in all respects with the provisions of the Contract; and the Employer covenants with the Contractor to pay, at the times and in the manner provided in the Contract, the sums that become payable in accordance with it.

5. Entire agreement. The documents listed in Article 1 record the entire agreement between the parties in relation to the Works and supersede all prior communications and representations, save as expressly incorporated therein. No amendment shall be effective unless made in writing, executed by the duly authorised representatives of both parties, and expressed as an amendment to the Contract.

6. Governing law and jurisdiction. The Contract shall be governed by the laws of India. Disputes shall be resolved in accordance with GCC Clause 13, and subject thereto the courts at Shillong, Meghalaya alone shall have jurisdiction.

7. Execution. This Agreement is executed in duplicate, the Employer and the Contractor each retaining one original, each of which shall be an original and both of which together shall

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constitute one instrument. Where executed digitally in accordance with ITB Clause 41.2, the digitally signed counterpart shall be treated as an original.

IN WITNESS WHEREOF the parties have executed this Agreement on the day, month and year first above written.

For and on behalf of NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED Signature: _____ Name: _____ Designation (duly authorised officer): _____ Date / Place: _____	For and on behalf of the Contractor M/s _____ (for a JV: the Lead Member's authorised signatory under Form-JV-2) Signature: _____ Name: _____ Designation (authorised signatory, Power of Attorney dated _____): _____ Date / Place: _____
Witness 1: Signature: _____ Name _____ and _____ address: _____	Witness 2: Signature: _____ Name _____ and _____ address: _____

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FORM-BG-1

FORMAT OF ELECTRONIC BANK GUARANTEE (e-BG) FOR EARNEST MONEY DEPOSIT / BID SECURITY

(The EMD Bank Guarantee shall be furnished as an e-Bank Guarantee through the designated platform or as a physical Bank Guarantee in this format; in the case of a physical Bank Guarantee, the issuing bank shall transmit its confirmation through SFMS (IFD message) to State Bank of India, Shillong (IFSC: SBIN0004418), within 7 (seven) days of the deadline for submission of bids, quoting the NIT number, and the original instrument shall follow within 7 (seven) days.)

Guarantee No..... Place.....

Date.....

To,

The Head of Department
Contracts and Procurement
North Eastern Electric Power Corporation Limited,
Brookland Compound, Lower New Colony,
Shillong – 793003, Meghalaya.

Whereas the North Eastern Electric Power Corporation Ltd., (hereinafter referred to as the Corporation) has called for tender for..... in connection with the..... Project, vide NIT No..... dated and whereas (hereinafter referred to as the contractor) has submitted tender / tenders for the aforesaid works / supply.....

And whereas one of the conditions of the tender is that the intending tenderer should furnish, in lieu of Earnest Money, a Bank Guarantee for Rs.....(Rupees.....) only alongwith the tender.

Now, therefore this witnesseth:-

We, the

(Name & address of the Bank)

having registered office at..... (hereinafter referred to as the Bank) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation.

That it shall in the event of the contractor failing to keep open the tender for acceptance for a period of**months/Days** from the date of opening of tender and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of contract as per

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the tender submitted by him and accepted by the Corporation with or without modifications within 30(Thirty) days from the date of acceptance of the tender or to renew this Guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demur, reservation, contest, recourse or protest and or without any reference to the contractor 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 contractor.

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

That it shall continue to be enforceable until the 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 Guarantee, the Corporation shall be at liberty to act as though the Bank were the principal debtor:

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 the Guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the endorsement of the same.

And that the Bank shall not revoke the 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.

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That it shall be in full force only for a period of.....months from the date it bears and it will hold good for any demand made by the Corporation in the meanwhile.

And that if any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation and failure to comply such required extension by the contractor shall be treated as claim of the above mentioned sum by the Corporation upon the Bank.

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

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

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

Witness

..... (Signature).....
(Signature)

..... (Name)
(Name)

Designation with seal
Bank Stamp.....
Authority as per Power
Of attorney No.....

.....
(Official Address)

..... Dated

- Note:-
- (1) The BG shall be submitted from a Nationalized Bank/ Scheduled Bank in India & shall be valid for a minimum period of bid validity + 45 days.
 - (2) The 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 SFMS mode. The Account details of NEEPCO with SBI, Shillong are as under:

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-
- i) Name as per Bank record: North Eastern Electric Power Corporation Ltd
 - ii) Account No. : 10881522463
 - iii) Type of Account: Cash Credit A/c
 - iv) IFSC code: SBIN0000181

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FORM-BG-2

Proforma of Bank Guarantee for Contract Performance

*This format shall also be used for the Additional Performance Security, where required in terms of ITB Clause 36.4 read with GCC Clause 5.1.4.
(To be stamped in accordance with Stamp Act)*

Ref.....

Bank Guarantee No.....

Date

To,

.....

.....

Dear Sir,

In consideration of the North Eastern Electric Power Corporation Ltd. (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) having awarded to M/s with its Registered / Head Office at

(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) a contract by issue of Purchaser's Letter of Intent No dtd and the same having been unequivocally accepted by the Contractor resulting in a "Contract" valued at Rs (Rupees.....)

only for

(Scope of the Contract)

and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 5(Five) percent of the said value of the Contract to the Purchaser.

We

(Name and address of the Bank)

having registered Office at (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors or and assigns) do hereby guarantee and undertake to pay the purchaser, on demand any and all money payable by the Contractor

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to the extent of as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Contractor 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 Purchaser and further agree that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser 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 Contractor. The Purchaser shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Purchaser 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 Contractor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Contractor's Liabilities.

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

Lastly the Bank also assure that the guarantee bond will not be discharged due to the change in the constitution of the bank or the contractor.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs..... (Rupees.....) only and it will remain in force upto and including.....and shall be extended from time to time for such periods as may be advised by the Purchaser who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension within the validity period, this shall be treated as a claim by the purchaser on the Bank.

Dated this day of 2026 at

Witness

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.....

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

Designation with Bank Stamp

Authority as per Power

Of attorney No.....

.....

(Official Address)

Dated

Note; (1) This sum shall be five percent (5%) of the "Contract Price".

(2) The date of validity of this Bank Guarantee will be ninety (90) days beyond the expiry of the Defect Liability Period or as specified in the NIT and the GCC /SCC.

(3)The BG shall be submitted from a Nationalized Bank/ Scheduled Bank in India

(4)The 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 SFMS mode. The Account details of NEEPCO with SBI, Shillong are as under:

- (i) Name as per Bank record: North Eastern Electric Power Corporation Ltd
- (ii) Account No. : 10881522463
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- (iv) IFSC code: SBIN0000181

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FORM-BG-3

PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE

(To be stamped in accordance with Stamp Act. Referred to in GCC Clause 8.3.3 read with GCC Clause 5.2.1, and SCC Clause 5.2 — Bank Guarantee for not less than 110% of the mobilisation advance.)

Ref: Bank Guarantee No. Date:

To,

North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong – 793003, Meghalaya.

Dear Sir,

In consideration of the North Eastern Electric Power Corporation Ltd. (hereinafter referred to as the “Employer” which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators or and assigns) having awarded to M/s with its registered office at (hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors or and assigns) a Contract (hereinafter referred as the Contract) for the Construction of 220 kV D/C Heo–Tato-I–Kaying Transmission System in Shi Yomi District of Arunachal Pradesh (NIT No. NEEPCO/C&P/DTL-220kV/2026-27/01), on the terms and conditions set out, inter alia, in the Employer’s Letter of Acceptance No. dated valued at Rs. (Rupees) only, and the Employer having agreed to make an advance payment of Rs. (Rupees) only for utilising it for the purpose of the Contract on his furnishing a guarantee as herein provided from a Nationalised Bank / Scheduled Bank.

We, ... (Name and address of the Bank) (hereinafter called to as the said Bank) having our registered office at, do hereby guarantee the due recovery by the Employer of the said advance with interest @ the General Provident Fund (GPF) rate prevailing on the date of release of the advance, as per the Contract, thereon as provided, according to terms and conditions of the Contract. If the said Contractor fails to utilise the said advance for the purpose of the Contract and or the said advance together with interest thereon is not fully recovered by the Employer,

We, ... (Name of the Bank) hereby unconditionally and irrevocably undertake to pay to the Employer on demand and without demur, reservation, contest, recourse or protest and without any reference to the Contractor and without waiting for outcome / award of any dispute, litigation whatsoever in this regard pending before any Court, Tribunal, Arbitrator etc., to the extent of the said sum of Rs. (Indian Rupees)

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(being 110% (one hundred and ten per cent) of the said advance) only against any claim made by the Employer on us for the loss or damage caused to or suffered by the Employer by reason of the Employer not being able to recover in the full amount of Rs. (Rupees) only with interest as aforesaid.

1. We, ... (Name of the Bank) further agree that the Employer shall be sole judge of and as to whether the said Contractor has not utilised the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the Employer on account of the said advance together with interest not being recovered in full, and the decision of the Employer that the said Contractor has not utilised the said advance or any part thereof for the purpose of the Contract and as to the amount of loss or damage caused to or suffered by the Employer shall be final and binding on us.
2. We, the said Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance with interest has been fully recovered and the Employer's claims satisfied or discharged and till the Employer certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this guarantee after months from the date of satisfactory completion of the said Contract (as per certificate issued by the Employer), whichever is earlier, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period of months, in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period of months.
3. 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 vary any of the terms and conditions of the said Contract or the advance, or to extend time of performance by the said Contractor, or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor, and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the security available to the Employer, and the said Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid, or by reason of time being given to the said Contractor, or any other forbearance, act or omission on the part of the Employer, or any indulgence shown by the Employer to the said Contractor, or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.
4. It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Bank, and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Employer may have obtained or

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obtain from the Contractor which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

5. We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing, and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
6. The Bank also agrees that the Employer shall at its option be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance, notwithstanding any other security or guarantee that it may have in relation to the Contractor's liabilities for the said advance.
7. The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the Employer and the Contractor, and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority, and any payment made by the Bank to the Employer under the guarantee bond shall be deemed to have been rightfully and lawfully made.
8. Lastly, the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the Bank or the Contractor.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. (Rupees) only and it will remain in force up to and including, and shall be extended from time to time for such periods as may be advised by the Employer, who is the beneficiary under this guarantee, and in the event the Contractor fails to comply with such extension within the validity period, this shall be treated as a claim by the Employer on the Bank.

Dated this day of 2026 at

Witness

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

.....

Fax Number:

Email address: Dated:

.....

(Signature)

.....

(Name)

Designation with Bank Stamp

Authority as per Power of Attorney No.

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FORM-DCL-1

DECLARATION / MODEL CERTIFICATE ON RESTRICTIONS ON PROCUREMENT FROM BIDDERS OF A COUNTRY SHARING A LAND BORDER WITH INDIA

(To be furnished on the Bidder's letterhead, signed by the Authorised Signatory, and submitted in Cover-1 by ALL Bidders — QR Criterion R-1)

[DoE Order (Public Procurement No. 4) dated 23.02.2023 under Rule 144(xi) of GFR 2017]

To,
The Head of Department (Contracts & Procurement),
 North Eastern Electric Power Corporation Limited (NEEPCO),
 Brookland Compound, Lower New Colony, Laitumkhrach,
 Shillong – 793003, Meghalaya.

Sir,

We, **M/s** _____ (name of the Bidder),
 having our registered office at _____,
 do hereby solemnly declare and certify, in respect of the above tender, as follows:

“We 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 contractors from such countries. We certify that we are **not** from any such country; or, if we are from such a country, we have been registered with the Competent Authority; **and we will not sub-contract any work to a contractor from any such country unless such contractor is registered with the Competent Authority.** We hereby certify that we fulfil all requirements in this regard and are eligible to be considered for this procurement. *[Where applicable, evidence of valid registration by the Competent Authority is enclosed.]”*

We further declare that:

1. Our registration with the Competent Authority (where applicable) is / shall be valid both at the time of submission of this bid and at the time of acceptance of the bid.
2. This declaration applies equally to our participation as a member of a consortium / Joint Venture, or as an agent, subsidiary or other entity covered by the said DoE Order. Where we bid as a Joint Venture, this declaration is furnished by the Joint Venture and separately by each member.
3. For the purpose of this declaration, we understand that procurement of raw materials and components does not constitute sub-contracting.
4. The person signing below is duly authorised to make this declaration on our behalf. We understand that a false declaration is a breach of the Code of Integrity under Rule 175 of GFR 2017 and shall be a ground for rejection of our bid, forfeiture of Bid Security, termination of the contract and debarment.

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Yours faithfully,

Signature of Authorised Signatory: _____

Name (in block letters): _____

Designation: _____

For and on behalf of (Name of Bidder / Lead Member of JV):

Place: _____ Date: _____

Seal / Stamp of the Bidder:

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FORM-DCL-DB

DECLARATION OF CODE OF INTEGRITY AND NON-DEBARMENT / NON-BANNING

(To be executed on the Bidder's letterhead, signed by the Authorised Signatory, and submitted in Cover-1 by ALL Bidders - QR Criterion R-2)

[Rule 175 of GFR 2017 read with Rule 151 of GFR 2017 and the DoE Guidelines on Debarment, OM No. F.1/20/2018-PPD dated 02.11.2021]

To,

The Head of Department (Contracts & Procurement),

North Eastern Electric Power Corporation Limited (NEEPCO),

Brookland Compound, Lower New Colony, Laitumkhrah, Shillong – 793003, Meghalaya.

Sir,

We, **M/s** _____ (name of the Bidder),
having our registered office at _____,
in connection with the above tender, do hereby solemnly declare and undertake as follows:

A. CODE OF INTEGRITY

1. We have read and understood the Code of Integrity for Public Procurement under Rule 175 of GFR 2017. We undertake to observe the highest standard of ethics, and that neither we nor any person acting on our behalf (including any agent or allied firm) shall, directly or indirectly, indulge in any of the following prohibited practices at any stage of the procurement process or in the execution of the resultant contract:

- (i) **Corrupt practice** - offering, soliciting or accepting a bribe, reward, gift or any material benefit, directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (ii) **Fraudulent practice** - any omission or misrepresentation that may mislead or attempt to mislead so that a financial or other benefit may be obtained or an obligation avoided, including making false declarations or providing false information for participation or to secure or execute a contract;
- (iii) **Anti-competitive practice** - any collusion, bid rigging or anti-competitive arrangement, or any other practice under the Competition Act, 2002, that may impair the transparency, fairness or progress of the procurement process, or that establishes bid prices at artificial, non-competitive levels;
- (iv) **Coercive practice** - any coercion or threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect contract execution;
- (v) **Conflict of interest** - any personal, financial or business relationship between us and any personnel of the Procuring Entity directly or indirectly related to the procurement or execution of the contract that can affect the decision of the Procuring Entity;

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- (vi) **Undue advantage** - improper use of information obtained from the Procuring Entity to gain an unfair advantage or for personal gain, including participation where we (or an allied firm) provided services for the need assessment or procurement planning of this tender; and
- (vii) **Obstructive practice** - materially impeding the Procuring Entity's investigation by destroying, falsifying, altering or concealing evidence, making false statements, or threatening, harassing or intimidating any party, or by impeding the Procuring Entity's rights of audit or access to information.

B. PROACTIVE DISCLOSURE [Rule 175(iii) of GFR 2017]

2. We proactively disclose the following, whether asked or not (tick / complete as applicable, and enclose particulars on a separate sheet where required):

- (a) **Conflict of interest:** _____ We declare NO pre-existing conflict of interest. / _____ We declare a conflict of interest, particulars enclosed. We undertake to declare any conflict of interest that arises at any later stage of this procurement or of the contract.
- (b) **Previous transgressions:** _____ We have NOT committed any transgression of the Code of Integrity with any entity in any country during the last three (3) years. / _____ We disclose the transgression(s) as per the enclosed particulars.
- (c) **Debarment elsewhere:** _____ We have NOT been debarred by any other procuring entity. / _____ We disclose the debarment(s) as per the enclosed particulars.
- (d) **Agents / commissions:** _____ NO commission or fee has been or is to be paid to any agent, representative or commission agent in connection with this selection or contract. / _____ Particulars (name, address, amount, currency and purpose) are enclosed.

C. NON-DEBARMENT / NON-BANNING DECLARATION [Rule 151 of GFR 2017]

3. We declare that, as on the date of opening of the Techno-commercial Bid and as on the date of award of contract, we are neither debarred, banned nor blacklisted (these terms carrying the same meaning): by NEEPCO; by any Ministry / Department / procuring entity of the Central or State Government or their CPSEs; by the Department of Expenditure (universal ban); or on the Government e-Marketplace (GeM); nor are we debarred under Rule 151 of GFR 2017 on conviction of a specified offence, nor debarred for breach of the Code of Integrity under Rule 175 of GFR 2017.

4. We understand and accept that where we bid as a Joint Venture / Consortium and any member stands debarred, all partners are treated as debarred, and that debarment extends automatically to all allied and successor firms. Where we bid as a Joint Venture, this declaration is furnished by the Joint Venture and separately by each member.

D. ACKNOWLEDGEMENT OF CONSEQUENCES

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5. We understand that a false declaration under this Form, or a false declaration of local content under the Make in India Order, itself constitutes a breach of the Code of Integrity. We accept that any violation of the Code of Integrity may render us liable, without prejudice to any other remedy of the Employer, to one or more of: forfeiture / encashment of Bid Security; calling off pre-contract negotiations; rejection and exclusion of our bid from the procurement process; cancellation of the contract and recovery of loss with interest; forfeiture of any other security or bond; removal from the list of registered suppliers and debarment from future procurements for a period not less than six months; reference to the Competition Commission of India in cases of anti-competitive practice; and initiation of disciplinary or criminal proceedings.

6. The person signing below is duly authorised to make this declaration on our behalf, and the statements made herein are true and correct to the best of our knowledge and belief.

Yours faithfully,

Signature of Authorised Signatory: _____

Name (in block letters): _____

Designation: _____

For and on behalf of (Name of Bidder / Lead Member of JV):

Place: _____ Date: _____

Seal / Stamp of the Bidder:

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FORM -MAC
(MANUFACTURER'S AUTHORIZATION CERTIFICATE)
(To be issued on the Manufacturer Firm's Letterhead & To be notarised by Notary Public)

To,

The Head of Department (C&P)
NEEPCO, Shillong

Dear Sir,

1. I/We hereby confirm to supply _____
(Specify Item Name) to M/s _____ as quoted by them
to NEEPCO against their NIT No.....
2. We also confirm to be fully responsible for providing after sale services in India for
the same for at least 10 Years after commissioning of equipment.
3. I/ We hereby confirm to provide necessary support to M/s _____
in terms of technical know-how, spares etc. and meeting of guarantee and warranty
obligations of _____ (Specify Item
Name) as per GCC/SCC and specifications.
4. I [Mr. _____ (Name of Authority)] am fully authorized to issue
this certificate on behalf on M/s _____.

Name of issuing Authority _____
Signature of Issuing Authority _____
Address of Issuing Authority _____
Phone No. of Issuing Authority _____

Seal

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FORM B - POWER OF ATTORNEY FORM

To,

.....
North Eastern Electric Power Corporation Limited,
.....
.....

KNOW BY ALL MEN by these presents that the undersigned

.....
(Name)

.....
(Title)

.....
(Company)

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

(Country)

office situated at

(Complete address)

do hereby appoint

(Name)

..... of

(Title)

(Company)

whose signature appears below to be the true and lawful attorney, and authorize said attorney to conduct negotiations with the North Eastern Electric Power Corporation Limited, to sign the tender and Contract Agreement , and to execute all the necessary matters related thereto in the name and on behalf of the said company in connection with the works under the contract entitled(name of works) of the said 220 kV D/C Transmission Line.

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

.....(Signature)

.....(Signature of Attorney)

.....(Signature of witness)

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FORM IP - INTEGRITY PACT

(To be executed on plain paper at the time of submission of bid and on Non-judicial stamp paper of appropriate value by successful bidder (Contractor) prior to signing of Contract Agreement)

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, Contract(s) for “(..... name of the Work....). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/Contractor(s).

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

Section – 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- 1.1.1 No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in

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this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.
 - 2.1.1 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the Contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.
 - 2.1.2 The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary Contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 2.1.3 The Bidder(s)/Contractor(s) will not commit any penal offence under the relevant IPC/PC Act: further the Bidder(s)/Contractor(s) will not use improperly, for the purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 2.1.4 The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian nationality shall furnish the name and address of foreign principals, if any. Further, the information pertaining to local representatives/agents of Foreign Bidders shall be disclosed by the Bidder(s)/Contractor(s), as per requirement of Instruction to Bidders of Part-3 of Detailed Bid Document.
- 2.2 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

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

Section 4 – Compensation for damages

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- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages equivalent to 10% of the Contract Price or the amount equivalent to Security Deposit/Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 5 (Five) years with any other company in any country conforming to anti – corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process, or the Contract, if already awarded, can be terminated for such reason.

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

- 6.1 The Bidder(s)/Contractor(s) undertake(s) to obtain from all sub-Contractors a commitment consistent with this Integrity Pact and report compliance to the Principal. This commitment shall be taken only from those sub-Contractors whose Contract value is more than 20% of the Bidder's/Contractor's quoted price/Contract price with the Principal. The Bidder(s)/Contractor(s) shall continue to remain responsible for any default by his sub- Contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 Bidders who do not sign this pact or violate its provisions shall be disqualified by the Principal from the tender process.

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

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

Section 8 – Independent External Monitor(s)

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

In order to review independently and objectively whether and to what extent the parties have complied with their obligations under this Pact in NEEPCO's tenders, the following two Independent External Monitors (IEMs) are appointed:

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(i) Dr Akhilesh Kumar Ambasht, IFoS (Retd.)

5606, Orchid Crescent, DLF-Phase-IV, Sector-27, Gurugram – 122 009 (Haryana)

E-mail: aambasht89@rediffmail.com

(ii) Shri Vijai Prakash Pathak, IRSS (Retd.)

House No. 58, IRWO Sangam Vatika, Devprayagram, Jhalwa, Prayagraj – 211012

E-mail: vppathak@hotmail.com

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, NEEPCO.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the Contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the Principal and request the management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can, in this regard, submit non-bonding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, NEEPCO within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, NEEPCO shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, NEEPCO, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NEEPCO has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, NEEPCO. For this Pact, two Independent External Monitors have been appointed, as named in Clause 8.1 above.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact duration

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9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Contractor 12(Twelve) months after the last payment under the respective Contract and for all other Bidders 6(Six) months after the Contract has been awarded.

9.2 If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified as above, unless it is discharged/determined by the CMD, NEEPCO.

Section 10 – Other provisions

10.1 This agreement is subject to Indian laws and jurisdiction shall be the registered office of the Principal, i.e., Shillong, Meghalaya, India.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a Joint-Venture (JV)/Consortium, this agreement must be signed by all partners or Joint-Venture (JV)/Consortium members.

In case of Sub-Contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of the Integrity Pact by the sub-contractor (s).

10.4 A person signing the Integrity Pact shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.

10.5 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

10.7 The Contractor shall comply all the statutory requirements relating to Labour & Employment like Minimum Wages Act, Employees Provident Fund (EPF) & Miscellaneous Provisions Act, Employees State Insurance (ESI) Act etc. and the Principal shall monitor the same, throughout the execution of the Contract.

10.8 In the event of any dispute between the Principal and the Contractor relating to the Contacts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties including payment of fees to the IEMs, place for the meeting, travel & stay arrangement for the IEMs etc. shall be as per provisions given under Clause 6 of Standard Operating Procedure for implementation of Integrity Pact as circulated by Central Vigilance Commission vide Circular No. 04/06/23 Dated 14-06-2023.

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In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Principal may take further action as per the terms & conditions of the contract.

.....

For & on behalf of the Principal

(Office Seal)

Place _____

Date _____

Witness: _____

(Name & Address) _____

.....

For & on behalf of the Bidder/Contractor

(Office Seal)

Place _

Date _

Witness: _____

(Name & Address) __

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FORM-FIN-1

CERTIFICATE OF FINANCIAL CAPABILITY

(Average Annual Turnover, Net Worth, Profit Record and Available Bid Capacity)

[To be issued by a practising Chartered Accountant / Statutory Auditor, on letterhead, with Membership No. and UDIN]

This is to certify that I / we have examined the audited financial statements and books of account of M/s _____ (the "Bidder"), having its registered office at _____, PAN _____, GSTIN _____, and, on the basis of such examination and the audited Profit & Loss Accounts and Balance Sheets for the financial years stated below, certify as follows:

A. AVERAGE ANNUAL TURNOVER (AAT)

Financial Year	Annual Financial Turnover (Rs. in Crore)	Reference (Audited P&L)
20__ – 20__		
20__ – 20__		
20__ – 20__		
Average Annual Turnover (AAT) of the three years	Rs. _____ Crore	

Requirement: AAT shall be not less than Rs.52.19 Crore (30% of ECV without taxes). Certified AAT: Rs. _____ Crore. Meets requirement: YES / NO

B. NET WORTH (as per the latest audited Balance Sheet, FY 20__ – 20__)

Particulars	Amount (Rs. in Crore)
Paid-up Capital	
Add: Free Reserves	
Less: Accumulated Losses	
Less: Intangible Assets	

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Less: Deferred Revenue Expenditure	
NET WORTH	Rs. _____ Crore

Requirement: Net Worth shall be positive and not less than Rs.30.79 Crore (15% of ECV with taxes). Meets requirement: YES / NO

C. PROFIT RECORD / FINANCIAL SOUNDNESS

Financial Year	Profit / (Loss) after Tax (Rs. in Crore)	Profit or Loss
20__ – 20__		
20__ – 20__		
20__ – 20__		

Requirement: The Bidder shall not have suffered a net loss (after tax) in more than ONE of the preceding THREE audited financial years. Number of loss-making years: _____. Meets requirement: YES / NO

D. AVAILABLE BID CAPACITY (ABC)

Available Bid Capacity = (A × M × N) – B

Element	Description	Value
A	Maximum value of Electrical (Transmission Line) and associated Civil works executed in any ONE year during the last FIVE years, updated to current price level (completed as well as ongoing works). Value of works executed updated at 6% p.a. compounded annually to the price level as on the bid submission deadline; year-wise working to be annexed.	Rs. _____ Crore
M	Multiplier Factor	1.5
N	Number of years prescribed for completion of the work in question (contract completion period, in years) — 26 months	26/12 (2.1667)
B	Value, updated to current price level, of existing commitments and ongoing works (as on the latest date for bid submission) to be completed in the next N years	Rs. _____ Crore

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ABC	Available Bid Capacity = $(A \times M \times N) - B$	Rs. Crore
-----	--	--------------------

Requirement: ABC shall be not less than the Estimated Contract Value (ECV). Meets requirement: YES / NO

Note: The supporting details of the works comprising 'A' (work orders, client, value, year of execution) and of the existing commitments comprising 'B' (work orders, value, balance work, scheduled completion) shall be annexed to this Form, duly certified.

It is further certified that the figures above have been extracted from the audited financial statements of the Bidder and are true and correct to the best of my / our knowledge and belief.

Place: _____

Date: _____

(Signature, Name & Seal)

Chartered Accountant | Membership No.: _____ | UDIN: _____

| Firm Regn. No.: _____

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FORM-FIN-2

BANKER'S CERTIFICATE OF WORKING CAPITAL / FINANCIAL MEANS

[To be issued on the letterhead of a Scheduled Commercial Bank in India, dated not earlier than 3 (three) months before the Bid Submission Deadline]

Ref. No.: _____

To,

The Head of Department,
Contracts & Procurement,

NEEPCO Ltd., Brookland Compound, Lower New Colony, Shillong – 793003

Sub: Certificate of Working Capital / Financial Means — M/s

This is to certify that M/s _____ (the
"Bidder"), having its registered office at
_____, is maintaining Account No.
_____ with this Bank / Branch, and has been our customer since
_____.

We certify that the Bidder has access to, or possesses, liquid assets, unencumbered real assets, lines of credit and other financial means (independent of any contractual advance payments) sufficient to meet the construction cash-flow requirements of the subject work, assessed at not less than the amount stated below:

Particulars	Amount (Rs. in Crore)
(a) Fund-based credit limit / cash credit / overdraft sanctioned and available	
(b) Non-fund-based limit available (as relevant)	
(c) Liquid assets / unencumbered deposits held with the Bank	
TOTAL WORKING CAPITAL / FINANCIAL MEANS AVAILABLE	Rs. _____ Crore

Requirement: Working Capital / Financial Means shall be not less than Rs.30.79 Crore (15% of ECV with taxes), independent of any contractual advance payments. Amount certified: Rs. _____ Crore. Meets requirement: YES / NO

This certificate is issued at the specific request of the Bidder for the purpose of participation in the above-mentioned tender of NEEPCO Ltd., and is without any risk, responsibility or obligation on the part of the Bank or any of its officers.

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Place: _____

Date: _____

(Signature, Name & Seal)

For and on behalf of _____ Bank Name: _____ |

Designation: _____ | Branch: _____ Contact No.: _____

_____ | E-mail: _____ | Bank Seal

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FORM-FIN-3

BANKER'S LETTER OF CREDIT LINE / SOLVENCY CERTIFICATE

[To be issued on the letterhead of a Scheduled Commercial Bank in India, dated not earlier than 3 (three) months before the Bid Submission Deadline]

Ref. No.: _____

To,

The Head of Department,
Contracts & Procurement,
NEEPCO Ltd., Brookland Compound, Lower New Colony, Shillong – 793003

Sub: Letter of Credit Line / Solvency Certificate — M/s

This is to certify that M/s _____ (the
“Bidder”), having _____ its registered office at
_____, is maintaining Account No.
_____ with this Bank / Branch, and has been banking with us since
_____.

Based on the information available with us and the financial standing of the Bidder as known to this Bank, we certify that the Bidder is financially solvent, and that a credit line / solvency to the extent stated below is available to the Bidder:

Particulars	Amount
Credit Line / Solvency certified in favour of the Bidder	Rs. _____ Crore (Rupees _____ only)
Date of issue of this Certificate	____ / ____ / 20____
Validity	Valid for the purposes of the above tender.

Requirement: Credit Line / Solvency shall be not less than 10% of the Estimated Contract Value (ECV), Rs. 20.53 Crore (10% of ECV with taxes), as stated in the Qualifying Requirements. Amount certified: Rs. _____ Crore. Meets requirement: YES / NO

This certificate is issued at the specific request of the Bidder for the purpose of participation in the above-mentioned tender of NEEPCO Ltd., and is without any risk, responsibility or obligation on the part of the Bank or any of its officers. It does not constitute a guarantee or commitment to lend on the part of the Bank.

Place: _____

Date: _____

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(Signature, Name & Seal)

For and on behalf of _____ Bank Name: _____ |
 Designation: _____ | Branch: _____ Contact No.:
 _____ | E-mail: _____ | Bank Seal

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FORMS FIN-1, FIN-2 & FIN-3 - INSTRUCTIONS TO BIDDERS:

1. All three Forms are mandatory and shall be submitted with the Techno-Commercial Bid (Cover-1), in support of Criterion R-4 (Financial Qualifying Requirements) of the Qualifying Requirements.
2. Form-FIN-1 shall be issued by a practising Chartered Accountant / the Statutory Auditor of the Bidder, on the CA's letterhead, and shall bear the Membership Number, Firm Registration Number and UDIN (Unique Document Identification Number). It shall be supported by the audited Profit & Loss Accounts and Balance Sheets for the three preceding financial years and the latest audited Balance Sheet.
3. Form-FIN-2 and Form-FIN-3 shall be issued on the letterhead of a Scheduled Commercial Bank in India, signed by an officer not below the rank of Branch Manager, with the Bank's seal, and shall bear the officer's name, designation, contact number and e-mail for verification.
4. Form-FIN-3 (Credit Line / Solvency) shall be dated not earlier than 3 (three) months before the Bid Submission Deadline. A certificate dated earlier shall not be accepted.
5. The Employer reserves the right to verify the contents of any Form directly and confidentially with the issuing Chartered Accountant or Bank. Any Form found to be false or fabricated shall render the bid liable to rejection and the Bidder to action under the Code of Integrity (Rule 175, GFR 2017) and the Integrity Pact.
6. For a Joint Venture, each member shall submit Forms FIN-1, FIN-2 and FIN-3 separately in its own name. The financial capacity of the Lead Member shall be not less than 51% of each financial threshold; the arithmetic sum of the individual financial capacities of all members shall meet 100% of each threshold; and the Available Bid Capacity of the JV shall be the arithmetic sum of the members' individual Available Bid Capacities and shall be not less than the ECV.
7. All amounts shall be stated in Indian Rupees (Rs. in Crore). Where any figure in the audited statements is in a different unit, the conversion shall be shown.
8. Figures shall be extracted from the audited financial statements. Provisional, unaudited or management-certified figures shall not be accepted.

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NO CLAIM CERTIFICATE

(To be furnished by the Contractor on its Company Letter Head)

To,

The Engineer-in-Charge,
North Eastern Electric Power Corporation Limited (NEEPCO Ltd.),
Brookland Compound,
Lower New Colony, Shillong – 793003, Meghalaya.

Sub: No Claim Certificate — Contract Agreement No. _____
dated ____ / ____ / 20____ for the **Construction of 220 kV Double Circuit Heo–Tato-I–Kaying Transmission System in Shi Yomi District of Arunachal Pradesh.** (NIT No. _____ dated _____).

Sir / Madam,

1. We have received the sum of Rs. _____ (Rupees _____ only) in full and final settlement of all the payments due to us for the *[Final Bill / Running Account Bill No. _____ / release of Performance Security / release of Retention Money / price variation / statutory dues — as applicable, to be specified]* under the above-mentioned Contract Agreement between us and NEEPCO Ltd.

2. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment we shall have no claim whatsoever, of any description, on any account, against the Procuring Entity (NEEPCO Ltd.), against the aforesaid Contract Agreement executed by us.

3. We further declare unequivocally that, with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the Contract Agreement as regards performance of the Contract.

4. This certificate is furnished by us of our own free will, without any coercion, duress or undue influence, and after fully understanding its contents and consequences.

Yours faithfully,

**Signature of the Contractor or of the Officer authorised
to sign the Contract documents on behalf of the Contractor**

Name: _____

Designation: _____

For M/s: _____

(Company Stamp / Seal)

Date: ____ / ____ / 20____

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Place: _____

1. This Certificate shall be furnished on the Contractor's company letterhead.
2. Where the Contractor is a Joint Venture, the Certificate shall be signed by the Lead Member for and on behalf of the Joint Venture, and all members shall remain jointly and severally bound by it.
3. The particulars of the payment in respect of which the Certificate is given (Final Bill, release of Performance Security, release of Retention Money, price variation, etc.) shall be specifically stated in paragraph 1.
4. A No Claim Certificate is required, inter alia, before release of the Final Bill and before release of the Performance Security / Retention Money, in terms of the Contract.
5. Any claim not expressly reserved in writing before the issue of this Certificate shall be deemed to have been waived.

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FORM-JV-1
JOINT VENTURE AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value where the Bidder is a Joint Venture, consistent with Criterion R-3.2 and Annexure 13 (enclosed with the bid document), and submitted with the bid. The Agreement shall remain in force until the Defect Liability Period and the discharge of all obligations under the Contract.)

This Joint Venture Agreement is made on this _____ day of _____ 2026, between:

(1) M/s _____ (the "Lead Member"), (2) M/s _____, [and (3) M/s _____], hereinafter individually a "Member" and collectively the "Members" of the Joint Venture (the "JV").

WHEREAS the Members intend to associate as a Joint Venture to submit a bid for, and if awarded to execute the Works under the above NIT on a single-responsibility basis, the Members agree as follows:

- Formation and purpose.** The Members hereby form a Joint Venture to submit a bid for, and if awarded to execute, the Works under NIT No. NEEPCO/C&P/DTL-220kV/2026-27/01, on a single-responsibility basis, in accordance with the bidding documents.
- Lead Member and shares.** M/s _____ is designated the Lead Member and shall be an Indian firm / company holding not less than 51% (fifty-one per cent) participating interest in the JV. The number of Members shall not exceed three (extendable to a maximum of five with the approval of the Employer). The participating interests, aggregating to 100%, are: Lead Member _____%, Member-2 _____%, [Member-3 _____%]. Where the JV has up to three Members, each other Member shall hold not less than 20% share, where the JV has more than three Members, each other Member shall hold not less than 10% share (Annexure 13-enclosed with the bid document).
- Foreign member.** Where any Member is a foreign entity, the Lead Member shall be an Indian firm / company holding not less than 51% share, the JV as a whole shall meet the Minimum Local Content of 60% for the Project as a Whole, and the bid shall be in Indian Rupees only.
- Exclusivity.** No Member of this JV shall participate in the same tender individually, or as a member of any other Joint Venture / Consortium. A breach of this provision shall render the bids of all such JVs / Members liable to rejection.
- Qualifying criteria.** The technical, financial and bid-capacity qualifying requirements shall be met by the JV, the Lead Member and the other Members in the proportions required under the Qualifying Requirements and Annexure 13 (enclosed with the bid document),

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including the composite-components treatment applicable to this Contract (transmission-line construction, erection, testing and commissioning as the main part, and tower manufacture and design and engineering as the other components).

6. **Joint and several liability.** The Members shall be jointly and severally liable to the Employer for the execution of the entire Works in accordance with the Contract, and for any loss or damage to the Employer arising therefrom. This liability shall not be limited by the internal participating interests of the Members.
7. **Authority of the Lead Member.** The Lead Member is authorised to be in overall charge of the JV, to incur liabilities and receive instructions, payments and notices for and on behalf of all Members, to sign and submit the bid, to sign the Contract and all related documents, to witness joint measurements and sign the measurement books, and to bind all Members. All notices and communications from the Employer shall be directed solely to the Lead Member and shall be binding on all Members. A Power of Attorney to that effect (Form-JV-2) is executed by all Members and annexed hereto.
8. **No change in composition.** The composition or constitution of the JV shall not be altered, the Lead Member shall remain constant, and no Member shall withdraw, assign or transfer its interest, during the bidding process and the currency of the Contract, without the prior written consent of the Employer (and, as between the Members, of the other Member(s)).
9. **Registration on award.** The members shall execute the Joint Venture Agreement in the agreed form and have it registered, and shall furnish a certified copy to the Employer within 14 (fourteen) days of the Letter of Acceptance, together with the Performance Security under ITB Clause 40. The Contract Agreement shall be executed only after the registered Joint Venture Agreement and the verified Performance Security are on record. Failure to furnish the registered Joint Venture Agreement within the said period shall be dealt with under ITB Clause 40.3, including cancellation of the Letter of Acceptance and forfeiture of the Bid Security / Earnest Money.
10. **Securities in the name of the JV.** A single Performance Security, and all other guarantees required under the Contract, shall be furnished in the name of the JV as a whole (or, pending registration of the JV entity, by the Lead Member on behalf of the JV), and shall not be split or divided among the Members.
11. **Duration and governing law.** This Agreement shall be governed by the laws of India and shall remain irrevocable and in full force until all obligations under the Contract, including the Defect Liability Period, are fully discharged.

IN WITNESS WHEREOF the Members have executed this Agreement through their authorised signatories on the date first written above.

For Lead Member: _____

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For Member-2: _____ For Member-3: _____

Witnesses:

1. _____

2. _____

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FORM-JV-2

POWER OF ATTORNEY TO THE LEAD MEMBER

(To be executed on non-judicial stamp paper of appropriate value by all Members of the Joint Venture, and duly notarised.)

We, the Members of the Joint Venture named below, do hereby constitute, nominate and appoint M/s _____ (the Lead Member), acting through its authorised representative Shri / Smt. _____, as our true and lawful attorney (the "Attorney"), to do on our behalf all acts, deeds and things necessary in connection with, or incidental to, the JV's bid for and execution of the Works under NIT No. NEEPCO/C&P/DTL-220kV/2026-27/01, and in particular:

- to sign and submit the bid, the Bid Form, the price bid and all statements, declarations, certificates and forms forming part of the bid.
- to attend the bid opening(s), to furnish clarifications, and to represent the JV before the Employer.
- to receive the Letter of Acceptance, to sign the Contract Agreement and all related documents, and to furnish the Performance Security and other guarantees in the name of the JV.
- to receive instructions, notices and payments, to witness joint measurements and sign the measurement books, and to raise and settle bills, for and on behalf of all Members.
- to do all such other acts and things as may be necessary for, or incidental to, the bid and the execution of the Contract, and to bind all Members jointly and severally.

We hereby agree and undertake to ratify and confirm all acts, deeds and things lawfully done by the said Attorney in exercise of the powers hereby conferred, and declare that all acts done by the Attorney shall be binding on all Members jointly and severally. This Power of Attorney shall remain irrevocable and in full force until all obligations under the Contract, including the Defect Liability Period, are fully discharged.

For and on behalf of the Members:

Lead Member: _____ Member-2: _____

Member-3: _____

Witnesses:

1. _____ 2. _____

(To be notarised)

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FORM-DCL-MII

SELF-DECLARATION OF CLASS-I LOCAL BIDDER (PPP-MII)

(Self-declaration under the Public Procurement (Preference to Make in India) Order, MoP Order No. A-1/2021-FSC-Part (5) dated 16.11.2021, as amended. To be submitted with Cover-1. For a contract value above Rs.10 Crore, this declaration shall be supported by a certificate from the statutory auditor / cost auditor / practising CA or Cost Accountant, with UDIN.)

We, M/s _____, having our registered office at _____, hereby declare as follows:

1. We qualify as a 'Class-I Local Bidder' within the meaning of the Public Procurement (Preference to Make in India) Order and the applicable Ministry of Power orders.
2. The local content in the subject work, for the Project as a Whole, is _____ % (not less than 60%), computed in accordance with the PPP-MII Order and the applicable MoP orders.
3. The details of the location(s) at which the local value addition is made are:
_____.
4. [For a Joint Venture] Each Member's local content and the JV's aggregate local content meet the requirement of 60% for the Project as a Whole, where any Member is a foreign entity, the Lead Member is an Indian firm holding not less than 51% share.
5. We understand that submitting a false self-declaration of local content is a breach of the Code of Integrity under Rule 175(1)(i)(h) of GFR 2017, for which we and our successors can be debarred for up to two years under Rule 151(iii) of GFR 2017, in addition to such other actions as may be permissible under law.
6. We undertake to maintain the declared local content during the execution of the Contract and to furnish such further certification as the Employer may require at any stage.

(Signature, Name, Designation & Seal)

For and on behalf of the Bidder

Place: _____ Date: ____ / ____ / 20____

Certificate (contract value above Rs.10 Crore): We, the statutory auditor / cost auditor / practising Chartered Accountant / Cost Accountant of the Bidder, certify that the percentage of local content declared above has been verified from the books and records of the Bidder and is true and correct.

(Signature, Name, Membership No., Firm Regn. No., UDIN & Seal)

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FORM-DMI-1

SELF-CERTIFICATION - DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP)

(Self-certification under the DMI&SP Policy, Ministry of Steel, as revised vide GSR 341(E) dated 26.05.2025. To be submitted with Cover-1.)

We, M/s _____, hereby certify as follows in respect of the iron and steel products to be used in the subject work (including tower steel, reinforcement steel, fasteners, stubs and structural steel):

- The iron and steel products used in the Works shall be domestically manufactured iron and steel products, meeting the minimum local / domestic value addition prescribed under the DMI&SP Policy of the Ministry of Steel, as amended from time to time.
- The domestic manufacturer(s) from whom such products are proposed to be sourced, and the products, are:

Sl.	Iron / Steel Product	Proposed Manufacturer(s)	Domestic Value Addition (%)
1			
2			
3			
4			
5			

- We shall furnish, on demand, the manufacturer's certification of domestic value addition, and shall permit verification of the same. We understand that a false certification shall attract action under the DMI&SP Policy and the Code of Integrity (Rule 175, GFR 2017), including debarment.

(Signature, Name, Designation & Seal)

For and on behalf of the Bidder

Place: _____ Date: ____ / ____ / 20____

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FORM-DCL-SC

DECLARATION REGARDING SUB-CONTRACTING

(To be submitted with Cover-1, read with Data Sheet 10 and the sub-contracting conditions of the SCC.)

We, M/s _____, declare as follows in respect of sub-contracting in the subject work:

1. We propose / do not propose (strike out whichever is inapplicable) to sub-contract part(s) of the Works. The packages proposed to be sub-contracted, and their extent as a percentage of the Contract Price, are:

Sl.	Package / Portion of the Works	% of Contract Price
1		
2		
3		
4		
Aggregate		_____ % ($\leq 50\%$)

2. We confirm that the aggregate of the work sub-contracted shall not exceed 50% (fifty per cent) of the Contract Price (SCC Clause 1.6.2).
3. Only the percentage of the Contract Price is stated above. We confirm that no absolute value in Rupees of any proposed sub-contract is stated in this Form or anywhere in Cover-1. The absolute values shall be furnished after award, on finalisation of the built-up-BoQ Contract Price, with our proposals for the Employer's approval of the sub-contractors.
4. Each sub-contractor shall be engaged only with the prior written approval of the Employer, shall meet the experience requirements of the SCC, and sub-contracting shall not relieve us of any obligation or liability under the Contract.
5. If no sub-contracting is proposed at this stage, we understand that any sub-contracting during execution shall nevertheless require the prior written approval of the Employer and shall remain within the 50% ceiling.

(Signature, Name, Designation & Seal)

For and on behalf of the Bidder

Place: _____ Date: ____ / ____ / 20____

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FORM-DCL-SU - DECLARATION

DPIIT-RECOGNISED START-UP

(To be submitted with Cover-1, only by a Bidder claiming Start-up relaxations under Rule 170(i) of GFR 2017 read with the relevant Government orders. DPIIT Recognition Certificate to be enclosed.)

We, M/s _____, declare as follows:

1. We are a Start-up recognised by the Department for Promotion of Industry and Internal Trade (DPIIT), vide Recognition Certificate No. _____ dated ____ / ____ / 20____, valid as on the Bid Submission Deadline, for the sector relevant to the subject work. A copy of the Certificate is enclosed.
2. We claim the following relaxations available to Start-ups under the applicable Government orders: (a) exemption from Earnest Money Deposit / Bid Security, and (b) relaxation of prior turnover / prior experience, subject to our meeting the quality and technical specifications of the bidding documents.
3. We understand that the relaxation of prior turnover / experience does not relax the quality and technical requirements of the Works, and that our bid shall be evaluated against the full technical specifications.
4. We confirm that our DPIIT recognition has not been withdrawn or suspended, and we undertake to intimate the Employer forthwith of any change in our recognition status during the bid validity and the currency of the Contract.

(Signature, Name, Designation & Seal)

For and on behalf of the Bidder

Place: _____ Date: ____ / ____ / 20____

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FORM-DCL-MSE

DECLARATION - MICRO / SMALL ENTERPRISE (MSE)

(To be submitted with Cover-1, only by a Bidder claiming MSE benefits under the Public Procurement Policy for MSEs Order, 2012, read with Rule 153(ii) of GFR 2017. Valid Udyam Registration Certificate to be enclosed.)

We, M/s _____, declare as follows:

1. We are a Micro / Small Enterprise (strike out whichever is inapplicable) registered on the Udyam Registration portal, vide Udyam Registration No. _____ dated ____ / ____ / 20____, valid as on the Bid Submission Deadline. A copy of the Udyam Registration Certificate is enclosed.
2. We claim the benefits admissible to MSEs under the Public Procurement Policy for MSEs Order, 2012 (Rule 153(ii), GFR 2017), including exemption from Earnest Money Deposit / Bid Security, subject to our compliance with the PPP-MII Class-I Local Bidder requirement of the Qualifying Requirements.
3. We confirm that our Udyam registration corresponds to the category and activity relevant to the subject work, and that the registration has not been cancelled or suspended.
4. We understand that the MSE benefits do not relax the Qualifying Requirements (including the technical and financial criteria) except to the extent expressly provided in the bidding documents and the applicable Government orders.

(Signature, Name, Designation & Seal)

For and on behalf of the Bidder

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 1

DETAILS OF SIMILAR WORKS EXECUTED

(In support of Criteria T-1 to T-3 of the Qualifying Requirements)

Sl.	Name of Work & Scope (voltage class, line length, terrain)	Name & Address of Client (with contact person, phone, e-mail)	Work Order No. & Date	Awarded Value (Rs. Cr)	Executed Value (Rs. Cr)	Scheduled / Actual Completion Date	Status (Completed / Ongoing) & % complete
1							
2							
3							
4							
5							
6							
7							
8							

Notes:

1. Attach, for EACH work listed, self-attested copies of: (a) the Work Order / Contract Agreement, (b) the Completion Certificate issued by the client (or, for ongoing works, a certificate of work executed to date), and (c) the client's certificate of satisfactory performance. Works without documentary support shall not be considered.
2. The Completion Certificate must clearly state the voltage class, the line length (km), the terrain, the value of the work executed, and the date of completion.
3. For works executed as a member of a Joint Venture, indicate the Bidder's share and attach the JV agreement, credit shall be given only to the extent of that member's share.
4. Works executed as a sub-contractor shall be supported by a certificate from the main contractor AND the end client.
5. Add additional sheets in the same format if required.

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 2

FINANCIAL DATA AND CREDIT FACILITIES

(In support of Criterion R-4 of the Qualifying Requirements)

A. Financial Data (from audited accounts)

Sl.	Particulars	FY 20__ - 20__	FY 20__ - 20__	FY 20__ - 20__
1	Annual Financial Turnover (Rs. Cr)			
2	Profit / (Loss) after Tax (Rs. Cr)			
3	Net Worth (Rs. Cr)			
4	Paid-up Capital (Rs. Cr)			
5	Free Reserves (Rs. Cr)			
6	Current Assets (Rs. Cr)			
7	Current Liabilities (Rs. Cr)			
8	Working Capital (Rs. Cr)			

Average Annual Turnover (AAT) of the three years: Rs. _____ Crore | Net Worth (latest audited): Rs. _____ Crore

B. Available Bid Capacity — $ABC = (A \times M \times N) - B$

Element	Description	Value
A	Maximum value of Electrical (Transmission Line) and associated Civil works executed in any ONE year during the last FIVE years, updated to current price level (completed as well as ongoing)	Rs. _____ Cr
M	Multiplier Factor	1.5
N	Completion period in years (26 months)	26/12 (2.1667)
B	Value of existing commitments and ongoing works to be completed in the next N years, updated to current price level	Rs. _____ Cr
ABC	Available Bid Capacity	Rs. _____ Cr

C. Credit Facilities / Solvency

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Sl.	Name & Branch of Bank	Nature of Facility (CC / OD / Term Loan / Non-fund based)	Sanctioned Limit (Rs. Cr)	Limit Available / Unutilised (Rs. Cr)
1				
2				
3				
4				

Notes:

1. Supported by Form-FIN-1 (CA certificate with UDIN), Form-FIN-2 (Banker's Working Capital certificate) and Form-FIN-3 (Banker's Credit Line / Solvency certificate, dated not earlier than 3 months before the Bid Submission Deadline).
2. Attach audited Balance Sheets and Profit & Loss Accounts for the three preceding financial years. Unaudited or provisional figures shall not be accepted.
3. Attach the supporting details of the works comprising 'A' and the existing commitments comprising 'B', duly certified.
4. For a Joint Venture, each member shall submit this Data Sheet separately.

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 3 PROPOSED SITE ORGANISATION

The Bidder shall furnish below the proposed site organisation for the Works, and shall attach an organisation chart showing the reporting structure from the Project Manager down to the site supervisory level, including the interfaces for design, survey, quality, safety and stores.

Sl.	Function / Department	Designation of Head	No. of Personnel	Location (Site / Regional Office / HO)	Remarks
1	Project Management				
2	Survey & Detailed Engineering / Design				
3	Civil Works (Foundations)				
4	Erection & Stringing				
5	Quality Assurance / Quality Control				
6	Health, Safety & Environment (HSE)				
7	Stores, Logistics & Materials				
8	Contracts, Billing & Accounts				
9	Liaison (Forest / RoW / Statutory)				
10	Site Administration				

Notes:

1. An organisation chart shall be attached to this Data Sheet.
2. The site organisation shall be adequate for a project in remote, high-altitude terrain (1386–4500 m) in Shi Yomi District, Arunachal Pradesh, and shall reflect the 26-month completion period.
3. The proposed organisation shall be consistent with Data Sheet 4 (Key Personnel and Staff).

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(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 4

AUTHORISED REPRESENTATIVE, KEY PERSONNEL, SUPERVISORY / SUPPORTING STAFF AND LABOUR

4A. Authorised Representative

Particulars	Details
Name	
Designation	
Address for correspondence	
Telephone / Mobile No.	
E-mail	
Authority under which appointed (Power of Attorney / Board Resolution — attach copy)	

4B. Key Personnel proposed for the Works

Sl.	Position	Name	Qualification	Total Experience (yrs)	Experience in Similar Works (yrs)	Proposed Date of Deployment	Full- time / Part- time
1	Project Manager / Project-in- Charge						
2	Survey & Design Engineer						
3	Civil / Foundation Engineer						
4	Erection & Stringing Engineer						

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Sl.	Position	Name	Qualification	Total Experience (yrs)	Experience in Similar Works (yrs)	Proposed Date of Deployment	Full-time / Part-time
5	Quality Assurance Engineer						
6	Safety Officer (HSE)						
7	Planning / Billing Engineer						
8	Surveyor						

4C. Supervisory / Supporting Staff and Labour

Sl.	Category / Trade	Number proposed	Peak Deployment (No. & Month)	Remarks
1	Site Supervisors / Foremen			
2	Skilled Labour — Riggers / Erectors			
3	Skilled Labour — Linemen / Stringing			
4	Skilled Labour — Masons / Bar-benders			
5	Welders			
6	Machine / Equipment Operators			
7	Semi-skilled Labour			

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Sl.	Category / Trade	Number proposed	Peak Deployment (No. & Month)	Remarks
8	Unskilled Labour			
	Total			

Notes:

1. Attach the Curriculum Vitae of each Key Personnel proposed at 4B, with qualification and experience certificates.
2. The Key Personnel proposed shall not be changed without the prior written approval of the Engineer-in-Charge.
3. Deployment of labour shall comply with the OSH&WC Code, 2020 and the Arunachal Pradesh OSH&WC Rules, 2022, and the Contractor shall obtain all registrations and licences required thereunder.

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 5
PROPOSED CONSTRUCTION PLANT AND EQUIPMENT, AND MOBILISATION
SCHEDULE

5A. Plant & Equipment OWNED by the Bidder

Sl.	Description of Plant / Equipment	Make / Model	Capacity / Rating	Year of Manufacture	Nos.	Present Location	Present Condition
1							
2							
3							
4							
5							
6							
7							
8							

5B. Plant & Equipment to be PROCURED / HIRED

Sl.	Description of Plant / Equipment	Make / Model & Capacity	Nos.	To be Purchased / Hired	Source / Supplier	Proposed Date of Availability at Site
1						
2						
3						
4						
5						
6						

5C. Mobilisation Schedule.

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Sl.	Item (Plant / Equipment / Personnel / Facility)	Month of Mobilisation (from Effective Date)	Location / Section of the Line	Remarks
1				
2				
3				
4				
5				
6				
7				
8				

Notes:

1. The plant and equipment proposed shall be adequate for the terrain (Shi Yomi District, Arunachal Pradesh, altitude 1386–4500 m, Seismic Zone V) and for the 26-month completion period.
2. Attach documentary evidence of ownership for the equipment listed at 5A (purchase invoices / asset register / RC).
3. For equipment to be hired, attach the letter of intent / agreement with the hirer, or a written undertaking as to availability.
4. The Mobilisation Schedule shall be consistent with the Work Programme (Data Sheet 14).

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 6
MANUFACTURING AND TESTING FACILITIES

6A. Manufacturing Facilities (own / tie-up) for the major supply items

Sl.	Item (Towers / Conductor / Insulators / Hardware / OPGW)	Name & Location of Manufacturing Unit	Own / Tie-up / Sub-vendor	Installed Capacity (per annum)	Capacity earmarked for this Work	Valid Certifications (ISO / BIS / Type Test)
1						
2						
3						
4						
5						
6						

6B. Testing Facilities

Sl.	Test / Type of Testing	Facility available In-house / at Third-party Lab	Name & Location of Laboratory	NABL / Statutory Accreditation (No. & Validity)	Remarks
1					
2					
3					
4					
5					
6					

Notes:

1. Attach documentary evidence of ownership or of the tie-up / MoU with the manufacturer, valid for the duration of the Contract.

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2. Attach valid type-test certificates for the major items, and the ISO / BIS certifications of the manufacturing units.
3. Where any test facility is not available at the manufacturer's or the Contractor's works, the testing shall be carried out at a Government laboratory or another laboratory approved by the Employer, at no extra cost to the Employer (GCC Clause 7.1.5).

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 7

ORIGIN OF MAJOR EQUIPMENT / MATERIALS

(In support of the DMI&SP Policy and the PPP-MII / Class-I Local Bidder provisions of the Qualifying Requirements)

Sl.	Major Equipment / Material	Name & Address of Manufacturer	Country of Origin	Local Content (%)	Basis of Local Content Computation	Remarks
1	Tower Steel (HTS)					
2	Tower Steel (MS)					
3	Fasteners (Bolts & Nuts)					
4	AL-59 Conductor					
5	Composite Insulators					
6	Line Hardware & Accessories					
7	OPGW & Accessories					
8	FOTE / FODP Panels					
9	Reinforcement Steel					
10	Cement					

Overall Local Content for the Project as a Whole: _____ % (Minimum required for a Class-I Local Bidder: 60%)

Notes:

1. The Bidder must qualify as a Class-I Local Bidder, with a Minimum Local Content of not less than 60% for the Project as a Whole, in terms of the Public Procurement (Preference to Make in India) Order and the Qualifying Requirements.
2. The Bidder shall submit the self-certification / statutory-auditor certificate of local content as required by the Qualifying Requirements and Form-DCL (Declaration of Local Content).
3. Iron and steel products shall comply with the Domestically Manufactured Iron & Steel Products (DMI&SP) Policy, and the Bidder shall furnish the certificates required thereunder.

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4. Any change in the source or country of origin after award shall require the prior written approval of the Employer and shall not reduce the local content below the declared level.

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 8
SOURCE OF MATERIALS

Sl.	Material	Proposed Source / Quarry / Supplier (with location)	Distance from Site (km)	Mode of Transport	Statutory Clearance / Licence held (Mining lease / Consent)	Remarks
1	Cement					
2	Reinforcement Steel					
3	Coarse Aggregate					
4	Fine Aggregate / Sand					
5	Stone / Boulders (for revetment)					
6	Water (for construction)					
7	Structural Steel					
8	Fuel / HSD					
9	Bentonite					
10	Other (specify)					

Notes:

1. All materials shall conform to the Technical Specifications (Volume II) and the applicable Indian Standards.
2. The Bidder shall satisfy itself as to the availability, quality and lead of the materials proposed, having regard to the remote location and terrain. No claim on account of non-availability of materials, or of lead / lift, shall be entertained.
3. The Contractor shall obtain and maintain all statutory clearances, mining leases, royalty clearances and consents required for the extraction and transport of materials, at its own cost.

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(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 9

PROPOSED SUB-CONTRACTORS / VENDORS

(In support of Form-DCL-SC and the sub-contracting conditions of the SCC)

Sl.	Item / Portion of Works proposed to be sub-contracted	Name & Address of proposed Sub-contractor / Vendor	% of Contract Price	Experience of the Sub-contractor in similar work	Remarks
1					
2					
3					
4					
5					
6					

Aggregate proposed to be sub-contracted: _____ % of the Contract Price (Ceiling: 50%)

Notes:

1. The aggregate value of the work sub-contracted shall not exceed 50% (fifty per cent) of the Contract Price (SCC Clause 1.6.2. Only the PERCENTAGE of the Contract Price shall be stated in this Data Sheet, no absolute value in Rupees shall be stated anywhere in Cover-1, and any such statement shall be treated as price-revealing information in breach of the two-envelope requirement.
2. The absolute values of the proposed sub-contracts shall be furnished by the successful Bidder after award, on finalisation of the built-up BoQ Contract Price, for the approval of the sub-contractors by the Employer.
3. Each proposed sub-contractor shall conform to the requirements specified in Section-I, Volume-II and shall be subject to the prior written approval of the Employer.
4. Sub-contracting shall not relieve the Contractor of any of its obligations or liabilities under the Contract, the Contractor shall remain solely responsible to the Employer for the acts, defaults and omissions of its sub-contractors.
5. This Data Sheet shall be read with Form-DCL-SC (Declaration regarding Sub-contracting).

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 10

CONSTRUCTION METHODOLOGY

The Bidder shall furnish a detailed write-up (to be attached to this Data Sheet) covering, at a minimum, the following. The write-up shall be specific to the terrain and access conditions of Shi Yomi District, Arunachal Pradesh (altitude 1386–4500 m, Seismic Zone V) and shall be consistent with the completion period of 26 months.

Sl.	Aspect to be covered	Reference to the Bidder's write-up (page / para)
1	Approach and access to tower locations, construction of temporary approach roads / tracks, man-and-material transport in inaccessible stretches (including aerial ropeway / mule / porter, where proposed)	
2	Detailed survey, soil investigation, tower spotting and profile optimisation methodology	
3	Foundation construction methodology for each soil / rock class, including special foundations (pile / well) where required	
4	Concrete production, transport, placement and curing at high altitude and in low temperature	
5	Benching and tower-footing protection works (revetment, breast walls, RR masonry)	
6	Tower erection methodology (crane / derrick / gin-pole), including erection in steep and inaccessible terrain	
7	Conductor and OPGW stringing methodology, including tension stringing, crossings and clearances	
8	Handling of live-line / energised-line crossings and permit-to-work procedure	
9	Testing, pre-commissioning and commissioning methodology	
10	Weather windows, monsoon / winter planning, and the sequencing adopted to achieve the milestones	

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Sl.	Aspect to be covered	Reference to the Bidder's write-up (page / para)
11	Waste and muck disposal, and environmental protection during construction	

Notes:

1. A detailed methodology write-up, with sketches / drawings where necessary, shall be attached. A bid that does not include a construction methodology may be treated as non-responsive.
2. The methodology shall be consistent with the Work Programme (Data Sheet 14), the plant and equipment proposed (Data Sheet 5) and the site organisation (Data Sheet 3).

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 11 QUALITY ASSURANCE PLAN

The Bidder shall attach its Quality Assurance Plan (QAP) for the Works. The QAP shall cover, at a minimum, the aspects listed below, and shall be consistent with the Technical Specifications (Volume II) and the applicable Indian Standards.

Sl.	Aspect	Applicable Standard Specification /	Reference to the Bidder's QAP (page / para)
1	Quality policy, quality organisation and reporting lines (independence of QA from execution)		
2	Field Quality Plan (FQP) and Manufacturing Quality Plan (MQP) for each major item		
3	Inspection & Test Plan (ITP) withhold points, witness points and review points		
4	Incoming material inspection and stage inspection procedures		
5	Concrete mix design, sampling and cube testing (frequency per IS:456)		
6	Site testing laboratory — equipment, calibration and personnel (GCC Cl. 7.1.5)		
7	Welding procedure and welder qualification, galvanising checks		
8	Non-conformance reporting, corrective and preventive action		
9	Calibration of instruments and measuring equipment		
10	Documentation, traceability and as-built records		

Notes:

- The QAP shall be submitted for the approval of the Engineer-in-Charge after award, and no work shall be commenced on any item until the QAP for that item is approved.

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2. Attach the Bidder's ISO 9001 certificate (if any) and the QAP of the proposed manufacturers for the major supply items.

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 12

HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION PLAN

The Bidder shall attach its Health, Safety and Environmental (HSE) Plan for the Works, which shall comply with the Occupational Safety, Health and Working Conditions Code, 2020 and the Arunachal Pradesh OSH&WC Rules, 2022, and with the Erection Conditions of Contract (Section IV).

Sl.	Aspect	Reference to the Bidder's HSE Plan (page / para)	Remarks
1	HSE policy, HSE organisation, and the Safety Officer proposed (qualification and experience).		
2	Hazard identification and risk assessment (HIRA) for each major activity.		
3	Work at height - fall protection, safety harness, life-line and scaffolding.		
4	Work on or near energised lines - permit-to-work system and line clearance.		
5	Excavation, rock blasting (if any) and slope stability, statutory approvals for explosives.		
6	Personal Protective Equipment (PPE) - issue, use and enforcement.		
7	Plant, lifting appliances and lifting gear - inspection, testing and certification.		
8	Electrical safety, DG sets and temporary electrical installations.		
9	Emergency preparedness, first aid, and medical facilities / evacuation plan (remote location).		
10	Labour welfare - accommodation, drinking water, sanitation, canteen (as per the OSH&WC Code).		
11	Environmental protection - muck disposal, spoil management, water and air pollution control.		

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Sl.	Aspect	Reference to the Bidder's HSE Plan (page / para)	Remarks
12	Tree cutting, forest area working and compliance with forest clearance conditions.		
13	Accident / incident reporting, investigation, and HSE record-keeping.		
14	HSE training, toolbox talks and induction for all workmen.		

Notes:

1. The HSE Plan shall be submitted for the approval of the Engineer-in-Charge after award.
2. The Contractor shall obtain and maintain all registrations, licences and approvals required under the OSH&WC Code, 2020 and the Arunachal Pradesh OSH&WC Rules, 2022, at its own cost.
3. Statement of the Bidder's safety record for the last three years (fatalities, lost-time injuries, man-hours worked) shall be attached.

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 13

CONFIRMATION OF SITE VISIT AND PROJECT APPRECIATION

We, M/s _____, hereby confirm and declare as follows:

1. We have visited and inspected the Site of the Works and its surroundings, including the proposed line route in Shi Yomi District, Arunachal Pradesh, on ____ / ____ / 20____, and have satisfied ourselves as to the nature of the terrain, the altitude (1386–4500 m), the seismicity (Zone V), the climatic conditions, the access and approach conditions, the availability of local labour and materials, and all other matters bearing on the execution of the Works.
2. We have examined the entire bidding documents (the NIT, the Instructions to Bidders, the General and Special Conditions of Contract, the Erection Conditions of Contract, the Technical Specifications and the Schedule of Requirements) and have satisfied ourselves as to their contents.
3. We have obtained, for ourselves and at our own responsibility and cost, all information necessary for the preparation of our bid and for entering into the Contract, and we have taken account of all such information in our quoted rates.
4. We understand and accept that the quantities stated in the Schedule of Requirements are tentative and are given for tender evaluation only; that payment shall be made on the measured quantities of work actually executed at our quoted item rates; and that the built-up Bill of Quantities to be prepared by us after detailed survey shall serve as the quantity baseline and engineering deliverable under ITB Clause 12.3, without constituting or altering the Contract Price.
5. We accept that no claim whatsoever shall lie against the Employer on the ground that we were misinformed, or not informed, as to any matter relating to the Site, the terrain, the access, the sub-soil, the climatic conditions or any other condition affecting the Works.
6. We confirm that we have attended the Pre-Bid Meeting held on ____ / ____ / 20____ (or, that we did not attend the Pre-Bid Meeting and have no queries), and that we have received and taken into account all Corrigenda / Addenda issued up to the Bid Submission Deadline.

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DELIVERY, ERECTION AND CIVIL WORKS PROGRAMME

The Bidder shall attach a bar-chart (and, if available, a network / CPM chart) showing the proposed programme for the Works, conforming to the completion period of 26 (twenty-six) months from the Effective Date, and aligned to the payment milestones of SCC Clause 8.3.2.

14A. Milestone Programme (to conform to the 9 payment milestones)

M	Milestone	% of Contract Price	Proposed Completion (Month from Effective Date)
1	Detailed survey, soil investigation, tower spotting, profile, optimisation, detailed BoQ, forest case study	2%	
2	Detailed engineering, tower design approval, foundation drawings, stringing charts, statutory approvals	3%	
3	Manufacture, inspection and supply of towers, conductors, earth-wire / OPGW, insulators, fittings and hardware	20%	
4	Completion of all tower foundations (100%)	20%	
5	Tower erection complete (100%)	20%	
6	Conductor, hardware and OPGW stringing completed (100%)	20%	
7	Testing, protection integration and pre-commissioning	5%	
8	Successful charging and commissioning	5%	
9	Taking over, as-built drawings, O&M manuals, final documentation and material reconciliation	5%	

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14B. Delivery Programme for the major supply items

Sl.	Item	Quantity	Manufacturing Lead Time (weeks)	Proposed Date of first Delivery at Site	Proposed Date of last Delivery at Site
1					
2					
3					
4					
5					
6					
7					

14 C. Civil Works and Erection Programme (section-wise)

Sl.	Section / Stretch of the Line	Foundations (Start – Finish)	Erection (Start – Finish)	Stringing (Start – Finish)	Remarks
1					
2					
3					
4					
5					
6					

Notes:

1. A bar-chart shall be attached. The programme shall conform to the completion period of 26 months and shall be aligned to the 9 payment milestones of SCC Clause 8.3.2.
2. The programme submitted with the bid is a preliminary programme. After award, the Contractor shall submit a preliminary Work Programme within 15 days of the LoA and, on finalisation of the built-up BoQ under Milestone 1, a definitive quantity-loaded Work Programme with a resource-loaded S-curve (SCC Clause 3.4.1).

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3. The programme shall take into account the monsoon and winter working restrictions, the access constraints, and the statutory clearance timelines.

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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CURRENT LITIGATION / ARBITRATION HISTORY

Sl.	Name of the other Party / Client	Contract Work dispute / in	Nature of the Dispute	Forum (Court / Arbitral Tribunal / Conciliation)	Amount involved (Rs. Cr)	Present Status / Outcome
1						
2						
3						
4						
5						
6						

Declaration:

We declare that the particulars given above are complete and correct, and that, save as disclosed above, there is no litigation or arbitration pending or apprehended against us in respect of any contract executed or under execution by us. We further declare that we have not been banned, debarred, blacklisted or suspended from participation in tenders by any Ministry / Department of the Government of India, any State Government, or any Public Sector Undertaking, as on the date of submission of this bid.

(Strike out whichever is inapplicable. If there is no litigation or arbitration to report, write "NIL" in the table above.)

Notes:

1. Non-disclosure, or false disclosure, of any pending litigation, arbitration, or of any banning / debarment shall render the bid liable to rejection, and shall attract action under the Code of Integrity (Rule 175, GFR 2017) and the Integrity Pact.
2. A consistently poor litigation / arbitration record, or an award against the Bidder involving a finding of default, may be taken into account in the evaluation of the bid.

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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ADDITIONAL / SUPPLEMENTAL INFORMATION

The Bidder may furnish below any additional or supplemental information which it considers relevant to its bid, or which is required to be furnished under any provision of the bidding documents and for which no specific Data Sheet or Form is provided.

Sl.	Subject / Clause of the bidding documents to which the information relates	Information furnished	Enclosure Ref.
1			
2			
3			
4			
5			
6			
7			
8			

Notes:

- Information furnished in this Data Sheet shall not qualify, vary or contradict any provision of the bidding documents. Any such qualification shall be treated as a deviation, and shall be dealt with under Data Sheet 17.
- If no additional information is furnished, write "NIL".

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____ / 20____

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DATA SHEET - 17

SCHEDULE OF DEVIATIONS FROM THE SPECIFICATIONS

All deviations from the bidding documents, of whatever nature, shall be set out **ONLY** in this Data Sheet. A deviation stated anywhere else in the bid (including in a covering letter, a technical write-up, or a catalogue) shall be treated as having been withdrawn, and the bid shall be evaluated on the basis that the Bidder has accepted the bidding documents in full.

A. Technical Deviations

Sl.	Clause / Para of the Specification	Requirement of the bidding documents	Deviation proposed by the Bidder	Reason / Justification	Whether the Bidder shall withdraw the deviation unconditionally if required by the Employer (Yes / No)
1					
2					
3					
4					
5					
6					

B. Commercial Deviations:

Sl.	Clause / Para of the NIT / ITB / GCC / SCC / ECC	Requirement of the bidding documents	Deviation proposed by the Bidder	Reason / Justification	Whether the Bidder shall withdraw the deviation unconditionally if required by the Employer (Yes / No)
1					

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Sl.	Clause / Para of the NIT / ITB / GCC / SCC / ECC	Requirement of the bidding documents	Deviation proposed by the Bidder	Reason / Justification	Whether the Bidder shall withdraw the deviation unconditionally if required by the Employer (Yes / No)
2					
3					
4					
5					
6					

Declaration:

We confirm that, save for the deviations expressly set out in this Data Sheet 17, we accept all the terms, conditions, specifications and requirements of the bidding documents in full and without qualification. Where we have written "NIL" below, we confirm that we take NO deviation whatsoever.

NIL DEVIATIONS: YES / NO (Strike out whichever is inapplicable)

Notes:

1. The Employer is not bound to accept any deviation. A deviation which, in the opinion of the Employer, materially affects the scope, quality, performance, risk allocation or price of the Works may render the bid non-responsive.
2. During techno-commercial evaluation, the Bidder may be required to withdraw its deviations unconditionally and at no cost to the Employer. A deviation not so withdrawn on being required may render the bid non-responsive. No price or cost implication of any deviation shall be stated anywhere in Cover-1; any such statement shall itself constitute a material deviation.
3. Deviations to the Integrity Pact, to the Code of Integrity, to the arbitration / dispute-resolution provisions, or to any statutory requirement, shall not be entertained in any circumstances.

(Signature, Name, Designation & Seal of the Bidder)

Place: _____ Date: ____ / ____

Annexure 13: Template for Qualification Criteria for Joint Ventures

(Refer para 3.9.1-4-g and para 4.6.2-3)

1. As mentioned under para 4.6.2-3 above, in certain cases of high value works procurement, the Joint venture firms are allowed to participate. The procuring entity may seek for the following requirements preferably, for the JV firms to meet:
 - a) Separate identity/ name shall be given to the Joint Venture.
 - b) Ideally, a Joint Venture (JV) should have no more than three members, but a maximum of five members can be allowed. Among the members, one must be the Lead Member, holding at least 51% of the interest in the JV. Other members should have a share of at least 20% each in JVs with up to three members or 10% each in JVs with more than three members. If there are foreign members in the JV, the Lead Member must be an Indian firm/company with a minimum share of 51%.
 - c) A member of the JV cannot participate in the same tender as an individual or as part of another JV.
 - d) The tender form should be obtained and submitted in the name of the JV, not any individual member. However, the tender form can be submitted by the JV, any of its constituent members, or a person authorized by the JV through a Power of Attorney.
 - e) The Bid Security/Earnest Money Deposit (EMD) should be deposited in the name of the JV by either the JV itself or an authorized representative. If the JV has not been legally established by the tender submission date, the Bid Security can be submitted in the name of all JV members as per the MOU, regardless of each member's share in the JV.
 - f) The procuring entity should seek the MOU signed between the members of the Joint Venture (JV) in the tender document. The MOU should include all the important information about the JV members, like who they are, how they'll share responsibilities and financial commitments, and what they're responsible for in terms of technical matters and other obligations.
 - g) Once the tender is submitted, the Memorandum of Understanding (MoU) should not be altered during the tender's validity. Failure to comply may result in the forfeiture of the full Bid Security/Earnest Money Deposit (EMD). Changes to the composition of the Joint Venture (JV) after tender submission and during the contract are generally not allowed, except when necessary, due to legal requirements, with the condition that the minimum eligibility criteria of the JV remain unaltered. The Lead Member of the JV must remain constant. Non-compliance with these rules will render the offer invalid.
 - h) When a contract is awarded to a Joint Venture (JV), the JV should provide a single Performance Guarantee as required by the tender conditions. It's important to note that all guarantees, such as the Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance, etc., should be issued in the name of the JV as a whole. Dividing or splitting these guarantees among individual JV members should not be allowed.
 - i) Upon receiving the Letter of Acceptance (LoA), the Joint Venture (JV) entity to which the contract has been awarded, with the same ownership structure as declared in the MOU/JV Agreement submitted with the tender, must be officially registered. The type

Annexure 13: Template for Qualification Criteria for Joint Ventures

of registration will depend on whether the JV entity is becoming a Company under 'The Companies Act - 2013,' a Partnership Firm under 'The Indian Partnership Act, 1932,' or an LLP under 'The LLP Act 2008.' A separate PAN (Permanent Account Number) should also be obtained for this entity.

- j) All relevant documents, including the PAN, must be provided to the procuring entity before the contract agreement is signed. Failure to comply with this requirement within 60 (sixty) days of receiving the LoA may result in contract termination. If the contract is terminated, the procuring entity may forfeit the entire Bid Security/Earnest Money Deposit and other dues owed to the Contractor under the contract. The registered entity should include specific clauses as specified in the registered documents.
- k) The entity to which the contract is awarded shall have joint and several liability, meaning that all members are equally responsible for executing the project in accordance with the General and Special Conditions of Contract. They are jointly and individually liable for any losses or damages caused to the procuring entity during the contract's execution or due to non-execution. The registration of the entity remains valid throughout the contract, including any extensions and the maintenance period after project completion. The entity must comply with Indian laws and regulations in all aspects of its operations under the contract.
- l) In the context of Joint Ventures, certain authorizations and restrictions apply. The members of the Joint Venture are required to appoint a Lead Member from within the JV members, who shall be acting as the authorized member of the JV and will represent the JV in dealings related to the tender. The Lead member/ authorized member is responsible for actions such as signing the agreement, entering into the contract, receiving payments, witnessing joint measurements of work completed, and signing measurement books pertaining to the contract. All notices and correspondence regarding the contract will be directed solely to this authorized member.
- m) Furthermore, it's important to note that no member of the Joint Venture has the unilateral right to assign or transfer their interest, rights, or liabilities within the contract without obtaining written consent from the remaining member(s) and the procuring entity, specifically for the respective tender or contract. These provisions help ensure clarity, accountability, and compliance within the Joint Venture framework.
- n) The procuring entity should seek the following documents from the JV along with the tender in addition to the qualification requirements as stated in the tender document:
 - i) In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
 - 1) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar,
 - 2) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - 3) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
 - 4) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by any Ministry / Department of the Govt. of India from participation in tenders.

- ii) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
 - 1) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern, and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- iii) In case one or more members of the JV is/are companies, the following documents shall be submitted:
 - 1) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement;
 - 2) The copies of MOA (Memorandum of Association)/ AOA (Articles of Association) of the company;
 - 3) A copy of Certificate of Incorporation;
 - 4) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.
- iv) In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:
 - 1) A copy of LLP Agreement
 - 2) A copy of Certificate of Incorporation of LLP
 - 3) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
 - 4) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
 - 5) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- v) In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:
 - 1) A copy of Certificate of Registration
 - 2) A copy of Memorandum of Association of Society/Trust Deed
 - 3) A copy of Rules & Regulations of the Society
 - 4) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

2. Credentials & Qualifying Criteria for JV

Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfilment of the following criteria: