

## **Vol-5: TENDER FORMS AND DATA SHEETS**

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**FORM-A: BID FORM**

To,

The Executive Director,  
Contracts & Procurement,  
North Eastern Electric Power Corporation Ltd.,  
Brookland Compound, Lower New Colony,  
Shillong-793003  
Meghalaya, India

1. I/We have read and examined the following documents in connection with the work of .....(Name of work to be indicated) .....vide NIB No. .... Dated .....:
  - Volume 1 - General Terms and Conditions
    - Part I - Notice Inviting Bids
    - Part II - Instruction to Bidders
    - Part-III - Conditions of Contract and with relevant Appendices
    - Part IV - Draft Contract Agreement and Security Forms
  - Volume 2 - Information for Bidders
  - Volume 3 - Technical Specifications
    - Part I - General Technical Specifications
    - Part II - Particular Technical Specifications
  - Volume 4 - Tender Drawings
  - Volume 5 - Tender Forms and Data Sheets
  - Volume 6 - Bill of Quantities and connected forms.
2. I/We hereby bid for execution of the works referred to in the documents mentioned above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects with the details given therein and at the rates contained in Bill of Quantities and within the period(s) of completion and subject to such terms and conditions as stipulated in the above mentioned Vol-1 to 6.
3. I/We agree to keep this bid open for acceptance for 90 (ninety) days from the date of opening of the Techno-Commercial bids thereof and also agree not to make any modifications in its terms and conditions of our own accord.
4. The requisite Bid Security/Earnest Money Deposit of Rs..... is submitted along with the bid in the form of Bank Guarantee issued by \_\_\_\_\_ (name of bank) or account payee Demand Draft or paid online to NEEPCO's Account.
5. I/We agree that if I/We fail to keep the validity open, as aforesaid or make any modification in the terms and conditions of my/our bid of our own accord and/or after the acceptance of our bid or if I/We fail to enter into contract or fail to commence the execution of the works as provided in the documents referred to in paragraph-1 above, I/We shall become liable for forfeiture of my/our Bid Security/Earnest Money Deposit, as aforesaid, and the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said Bid Security/Earnest Money Deposit absolutely.
6. Should the bid be accepted, I/We agree to abide and fulfil all the terms and conditions and provisions of the above Bid documents.
7. I/We certify that the Bid submitted by me/us is strictly in accordance with the terms and conditions etc., as contained in your bid documents, referred above, and it is further certified that it does not contain any deviations to the aforesaid documents. Any deviation stated elsewhere in the Bid submitted by me/us shall therefore be treated as withdrawn.

8. Unless and until such time as the Contract is executed, the Bid submitted by me/ us (including this letter), together with your acceptance thereof, shall constitute a binding Contract between us.
9. I/We understand that you are not bound to accept the Bid, or any other Bid, and that the owner is not bound to state reasons for its acceptance or denial of any Bid. We further understand and agree that the owner has made no representation or warranty with respect to the accuracy or completeness of the information contained in the Bidding Documents or any other written or verbal information obtained from the owner or any of its representatives, and that in connection with this Bid, the Bidder has made its own inquiry and assessment of any and all information upon which it has relied in making this Bid.
10. I/We declare that all documents/certificates /information provided in my/our bid and attachment thereof are true and correct and in line with the requirement of the Bid documents. If the documents/certificates/information submitted with the bid are found fake/false at any point of time, the responsibility for the same and consequence thereof shall solely rest with me/us only and in that event the owner shall be entitled to take action as may be deemed fit to debar me/us (bidder/Contractor), cancel the contract including forfeiture of EMD/performance security deposit etc.
11. I/We also undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, I/we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988" or its amendment thereof.

Yours faithfully,

Witness\_\_\_\_\_

Signature in the capacity of \_\_\_\_\_

Date:

Place:

(Signature)

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

(Designation / Title of signatory)

(Common Seal)

Postal Address of the Bidder: \_\_\_\_\_

Telegram/Telex:\_\_\_\_\_

Phone:\_\_\_\_\_

Fax:\_\_\_\_\_

E-mail Address: \_\_\_\_\_

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**FORM-B: WARRANTY FORM**

M/s.\_\_\_\_\_ having its registered office at\_\_\_\_\_ (hereinafter referred to as the “Contractor”) having carefully studied all the documents pertaining to work of “.....(Name of work to be indicated) .....” vide NIB No. .... Dated ..... and the local and site conditions having undertaken to execute the said works, do hereby warrant that:-

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

(Signature)

Date: \_\_\_\_\_

For and on behalf of the Contractor.  
Full Address with e-mail \_\_\_\_\_

**FORM-C: BID SECURITY/EMD FORM**

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

Guarantee No.:

Place: \_\_\_\_\_

Date: \_\_\_\_\_

To,

The Executive Director,  
Contracts & Procurement,  
North Eastern Electric Power Corporation Ltd.,  
Brookland Compound, Lower New Colony,  
Shillong-793003,  
Meghalaya, India

Whereas the North Eastern Electric Power Corporation Limited, Shillong (hereinafter referred to also as the 'Corporation') has called for tender for the work ".....(Name of work to be indicated) ....." vide NIB No. .... Dated ..... and whereas \_\_\_\_\_ (hereinafter referred to as the 'Contractor') has submitted tender for the aforesaid work.

And whereas one of the conditions of the tender is that the intending bidders should furnish in lieu of Earnest Money Deposit, a Bank Guarantee for Rs. \_\_\_\_\_ only along with the tender.

Now therefore this witnesseth:

We, the (name and address of the bank) \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the Bank) in consideration of the Corporation entertaining the 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 3(three) calendar months from the date of opening of techno-commercial bid and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of Contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30 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 debtors.

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

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

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

Notwithstanding, anything contained hereto before it is mutually agreed.

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

That it shall be in full force only for a period up to ..... and 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 instruction from the Corporation.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the Corporation 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 that any payment made by the Bank to the Corporation 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 authorized in this behalf as per rules of the Bank hereby set my hand and seal to this on this the \_\_\_\_\_ the day of \_\_\_\_\_/\_\_\_\_\_.

Witness

(Signature) .....

(Name).....

(Signature) .....

(Name).....

Designation with

Bank Stamp .....

Authority as per Power of Attorney No.

Date.....

(Official Address)

Note:

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the Stamp Act applicable to that particular state of Indian Union, where executed.
2. The executing officers of the Bank Guarantee for Earnest Money Deposit / Bid Security shall clearly indicate in block letters his name, designation, Power of Attorney No. etc.
3. Each page of the Bank Guarantee shall be signed/ initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid under the seal of the Bank.
4. Stamp paper shall be purchased in the name of the Bank issuing the Bank Guarantee.
5. The Bank Guarantee issued must be routed through SFMS (Structured Financial Messaging System) platform. For NEEPCO HQ at Shillong, State Bank of India (SBI), Shillong is the Bank Guarantee advising bank for NEEPCO. The Bank Guarantee issuing Bank will have to



map SBI, Shillong for confirmation through electronic /SFMS mode. The Account details of NEEPCO with SBI, Shillong are as under:

- a) Name of the Bank: SBI, Main Branch, Shillong
- b) Name as per bank record: North Eastern Electric Power Corporation Ltd.
- c) Bank A/c No: 10881522463
- d) Type of A/c: Cash Credit A/c
- e) IFS Code: SBIN0000181

### FORM-D: POWER OF ATTORNEY FORM

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

To,

The Executive Director,  
Contracts & Procurement,  
North Eastern Electric Power Corporation Ltd.,  
Brookland Compound, Lower New Colony,  
Shillong-793003  
Meghalaya, India

KNOW BY ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, .....(Name)....., (Title)..... of M/s. ....(Name of the Company) ....., lawfully authorized to represent and act on behalf of the said company, a company formed and existing under the laws of .....(Name of Country) with a REGISTERED/PRINCIPAL OFFICE/PLACE OF BUSINESS at ..... (Complete address) ..... (THE "EXECUTANT") does hereby make, constitute and appoint Mr. ....(name of Attorney), ..... (Title) of M/s. .... (Company), whose signature appears below, to be the true and lawful attorney, and authorise said Attorney to conduct negotiations with North Eastern Electric Power Corporation Limited (**THE "OWNER"**), 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 NIB No. xxxxx Dated xxxxx for ".....(Name of work to be indicated) ....." issued by North Eastern Electric Power Corporation Limited (THE "OWNER"). Whereas the undersigned is fully authorised to deliver such Power of Attorney to above named person/Company.

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

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

Signature of Attorney Attested  
Signature of Attorney.....  
Attested by .....

For (Name of the EXECUTANT)  
(Signature of authorised representative.....)  
(Name of authorised representative.....)  
(Designation of authorised representative.....)  
(Seal of the Company)

Witness:  
Signature:  
Name:  
Designation:

[Notarized/legalised]

#### Notes:

- ★ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ★ Bidder should submit for verification the extract of the charter documents and documents such as a resolution of its Board of Director/ power of attorney in favour of the person

executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder.

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

**FORM-E: JOINT-VENTURE/CONSORTIUM AGREEMENT FORM**  
**(To be executed on Non Judicial stamp paper of appropriate value)**

(In case of Joint-Venture/Consortium Bidder, Bidders shall enclose as Form E the Joint-Venture/Consortium Agreement)

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

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

AND

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

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

WITNESSETH

WHEREAS SJVN LIMITED (hereinafter referred to as “The Employer”) has issued a Global/Domestic Invitation of Bids vide NIB No. .... dated ..... for the execution of Package no. .... of ..... H.E. Project (**hereinafter referred to as “the works”**). The Employer intends to invite bids from eligible Bidders for International /Domestic Competitive Bidding in respect of the above works.

WHEREAS the Parties are interested in jointly preparing and submitting a Bid to qualify, for the Project as a loose knit Joint venture/Consortium.

**Article 1.0 PURPOSE OF THIS AGREEMENT**

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

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

- Submit a Bid jointly to qualify for the execution of Package no. .... of ..... H.E. Project as a loose-knit Joint venture/Consortium.
- Prepare and submit technical and commercial proposals to the

- Employer, if invited by Employer.
- Negotiate and sign Contract in case of award.
- Provide and perform the Works in accordance with the Contract.

## 1.2 Name

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

## Article 2.0 LEGAL RELATIONSHIP OF THE MEMBERS

- 2.1 This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Employer for Package no. .... of ..... H.E. Project and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- 2.2 The Parties shall be jointly and severally responsible and bound towards the Employer for the performance of the works in accordance with the terms and conditions of the Bid document and/or Contract.

## Article 3.0 LEADERSHIP

----- (**Name of the Lead Partner**) shall act as Leader of the Joint Venture/Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:

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

## Article 4.0 SCOPE OF WORKS AND SERVICES OF EACH PARTY

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

### 4.1 Scope of Works and Services:

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

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

☐  
☐

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

☐

☐  
☐

#### 4.2 Participation Share of each Partner

Lead Partner	..... %
<b>Other Partner</b>	..... %

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

Lead Partner	..... %
<b>Other Partner</b>	..... %

#### 4.4 Financial Commitment of each Party in terms of Contract Value

Lead Partner	..... %
<b>Other Partner</b>	..... %

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

**OR**

The payments shall be made in the name of each Party proportionate to the financial  
commitment of each Party as defined under Article 4.4 above.

*(Strike out whichever is not applicable)*

### **Article 5.0 SECURITIES**

Securities in the form of Bank Guarantees, required under the Bid document and/or  
Contract shall be provided in the name of individual partner of Joint Venture/Consortium  
in proportion of its participation share. In case of foreign JV partner or foreign  
contractor, the Bank Guarantee shall be acceptable only if these are issued by Bank of  
International repute situated in home country of foreign JV partner/ contractor to be  
confirmed by an authorized Bank in India, as per guidelines of RBI.

### **Article 6.0 LIABILITY**

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

The Parties shall be jointly and severally liable to the Employer for the  
Performance of the work under the terms of the Contract.

6.2 In case there is dispute between the parties to the Joint Venture; the same shall  
not affect the work of the Employer.

## **Article 7.0 DURATION OF THE AGREEMENT**

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

- a) if the Employer has decided previously not to award the Contract to the Parties, or
- b) if one of the parties is declared bankrupt,

in which case the Parties are free from any obligation under this Agreement.

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

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

**For and on behalf of M/s** \_\_\_\_\_

**(Lead Partner)**

Name:

Seal:

**For and on behalf of M/s** \_\_\_\_\_

**(Partner-**

**1)Name:**

Seal:

**For and on behalf of M/s** \_\_\_\_\_

**(Partner-2)**

**Name:**

**Seal:**

**NOTARY**

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

**FORM-F: UNDERTAKING BY THE PARENT /HOLDING COMPANY**

**{Refer Clause-4 (iv) (a) of ITB}**

(On letter head of Parent /Holding Company)

(In case the Bidder is a Subsidiary Company, then Bidder (Subsidiary) Company shall submit this undertaking/commitment by the parent /holding company as per this format in Form-F)

No: .....

Date: .....

To,

The Executive Director,  
Contracts & Procurement,  
North Eastern Electric Power Corporation Ltd.,  
Brookland Compound, Lower New Colony,  
Shillong-793003  
Meghalaya, India

Sub: Invitation for Bidding for the work of “.....(Name of work to be indicated) .....”.

Dear Sirs,

We, M/s ..... (Name of the **Parent /Holding** Company) having registered office at ..... (Address of the Parent Company).....do hereby undertake that in case work of “.....(Name of work to be indicated) .....” is awarded to M/s ..... (Name of the Bidder), who is participating in your subject Tender as a Sole Bidder, which is our subsidiary company, we on our strength /strength of -----(name of group company(ies)) under our control shall provide the full support for technical and financial requirements for the said work and we shall be responsible for successful completion of the job covered under the scope of M/s ..... (Name of Subsidiary company).

In case the Bidder, M/s .....(Name of Subsidiary company) gets qualified/techno-commercially responsive and awarded the work, We do hereby undertake;

- (i) to enter into a separate agreement with the Employer as per the Employer’s approved format included in the Bid documents.
- (ii) to furnish an additional performance Bank guarantee of value equivalent to 1.5%(one point five percent) of the Contract Price, if the subsidiary Company is qualified on the strength of Parent Company or group company(ies) under the control of Parent/Holding Company.

We do hereby also confirm that we are not participating as a sole Bidder against the above Invitation.

Yours faithfully,

For & on behalf of M/s. ....  
(Name & Address of the Parent/holding Company)

(Office Seal)

Station:

Date:

**Note:** This letter of authorization should be on the letterhead of the Parent /Holding Company and should be signed by a person competent and having the Power of



**attorney to bind the Parent /Holding Company. Power of Attorney in favour of this person to do so be enclosed with this Letter of Undertaking.**

- \* Undertaking to be given by the parent /holding company if Subsidiary company was prequalified on the strength of parent /holding company.

## **FORM-G: PARENT/HOLDING COMPANY AGREEMENT**

**{Refer Clause-4(iv) (b), ITB}**

(To be executed on non-judicial Stamp paper of appropriate value)

THIS AGREEMENT is made on this the..... day of ..... between the \_\_\_\_\_ (Name of the Employer) NEEPCO Limited, a company incorporated under the laws of India and having its Registered and Corporate Office at Brook Land Compound, Lower New Colony, Shillong-793003, Meghalaya, India (address of the Employer), India (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and .....(name of Parent/holding Company) a company organized and existing under the laws of..... and having its Principal Office at ..... (Hereinafter referred to as the "Parent/holding Company" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the works being awarded to M/s..... (name of Subsidiary Company) and further agreeing to enter into a separate agreement with the Employer besides furnishing an additional Performance Bank Guarantee of value equivalent to 1.5% (one point five percent) of the Contract Price, the Employer has entered into a Contract with M/s ..... (hereinafter referred to as the "Bidder" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns) for the execution of work of ".....(Name of work to be indicated) ....." (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to the Bidder and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated ..... entered into between the Employer and the Bidder for the execution of the Work of ".....(Name of work to be indicated) ....."
- 3 (a) The Parent/holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by the Bidder under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to the Bidder for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/holding Company.

- 3 (b) In the event of breach and/ or failure on the part of the Bidder to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/holding Company and the Parent/holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Bidder under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides encashing the Bank guarantee(s).
- 3(c) The Parent/holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.
- 3(d) It shall not be necessary for the Employer to proceed against the Bidder before proceeding against the Parent/holding Company and the Parent/holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Bidder for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Employer may at its option be entitled to act as if the Parent/holding Company was the Bidder for successful completion of the works.

In the event, qualification of the Bidder/Subsidiary Company is considered on the credentials of another Subsidiary/Group Company under the same Apex 'Parent/holding Company' and due to any reason whatsoever, 'Parent/holding Company' or any other Group Company wants to divest its investment in the direct or indirect subsidiary (ies) as a result of which any of these companies may not remain subsidiary (ies) of the 'Parent/holding Company' then the 'Parent/holding Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Subsidiary Company.

- 3(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of Conditions of the Contract, the Bidder is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Bidder does not carry on the work satisfactorily, the Employer by notice to the Parent/holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.
4. It is agreed that the obligations undertaken by the Parent/holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Bidder pending before any court, tribunal, arbitration or any other authority or forum.
5. This Agreement shall come into force and effect upon the Commencement Date of the Contract/issuance of 'Letter of Intent' and shall remain in force and effective till the date of expiry of the Defects Liability Period by the Employer pursuant to the Conditions for Contract.
6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Bidder to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force

notwithstanding discharge of Bidder by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Bidder.

7. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Bidder and to extend time for performance thereunder by the Bidder or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Employer against the Bidder and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Employer from the Bidder and the Parent/holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Bidder or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/holding Company from its obligations and liabilities hereunder.
8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Bidder from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Law of India.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per Conditions of Contract. The venue of arbitration shall be Shillong / Guwahati and the arbitration shall be conducted in accordance with the provisions stipulated in clause 70 of Conditions of Contract. The Court stipulated at the place where the Head Quarter of the Corporation is situated, viz. Shillong, in the state of Meghalaya in India will have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE..... DAY ..... MONTH AND .....YEAR FIRST ABOVE WRITTEN AT \_\_\_\_\_.

For and on behalf of the Employer	For and on behalf of the Parent/holding Company
(through authorized representative)	(through duly authorized representative)

Witnesses:

Witnesses:

1. _____(Signatures)	1. _____(Signatures)
(Name & Address)	(Name & Address)
2. _____(Signatures)	2. _____(Signatures)
(Name & Address)	(Name & Address)

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

**(Notarized by Notary Public)**

### FORM-H: UNDERTAKING FROM SUB-CONTRACTOR

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

No: .....

Date: .....

To,

(.....The Tendering Authority.....)

Dear Sirs,

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

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

Yours faithfully,

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

Station:

Date:

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

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

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

**FORM-I: PROFORMA OF JOINT DEED OF UNDERTAKING BY THE SUB-CONTRACTOR  
AND THE BIDDER/ CONTRACTOR**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

THIS DEED OF UNDERTAKING executed this ..... day of..... Two Thousand and ..... by M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the “Sub-Contractor” which expression shall include its successors, executors and permitted assigns), and M/s....., a Company incorporated under the laws of ..... having its Registered Office at ..... (hereinafter called the “Bidder” which expression shall include its successors, executors and permitted/ assigns ) in favour of .....Limited, a Company reregistered under the Companies Act, 1956 having its Registered Office at ....., India (hereinafter called the “Employer” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “Employer” invited Bids vide its Invitation No. .... for Construction of ....., AND WHEREAS ITB Clause No. .... forming part of the Bid Documents inter-alia stipulates that a in order to ensure serious participation of the Sub-contractor(s) for work proposed to be executed by the Sub-contractor(s), a Joint Deed of Undertaking shall be required to be submitted by the Contractor and Sub-contractor(s)

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

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the “Contractor”) we, the Sub-Contractor and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound to the .....Limited, for the successful performance of the \* (proposed sub-let works) in accordance with the Contract.
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Sub-Contractor in particular hereby agrees to deploy and depute its technical personnel, equipment, manpower and/or other resources on continual basis throughout the construction period of the proposed sub-let works until its completion to discharge the obligations of the Contractor under the Contract.
- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in ..... shall have exclusive jurisdiction in all matters arising under the Undertaking.
- 4.0 Apart from the Contractor’s Performance Guarantee, the Sub-Contractor shall furnish as security, a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 5% (five percent) of value of the proposed sub-let works as identified in the Contract awarded by the Employer to the Bidder/Contractor and it shall be an additional guarantee for faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid till the completion of the part of the Works executed by the Sub-Contractor. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.

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

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

WITNESS

**For Sub-Contractor**

1. ....  
(Signature)

Signature of Authorized  
(Representative)

(Name in Block Letter)  
(Office Address)

Name .....  
Common Seal of Company

.....

**For Bidder/Contractor**

2. ....  
(Signature)

Signature of Authorized  
(Representative)

(Name in Block Letter)  
(Office Address)

Name.....  
Common Seal of Company

.....

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

**(To be Notarized by Notary Public)**



**FORM-J: UNDERTAKING FOR BIDDERS WHO ARE REGISTERED AS MICRO/ SMALL  
ENTERPRISE (WHEREVER APPLICABLE)**

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

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

i) [ ] – **Micro Enterprises**

ii) [ ] – **Small Enterprises**

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

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

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

Dated \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

**FORM-K: DECLARATION/ UNDERTAKING REGARDING APPLICABILITY OF STARTUPS  
UNDER STARTUP INDIA INITIATIVE**

(Bidders, who are registered as Starup shall submit the undertaking)

- 1) I/We confirm that the provisions of Startup India Initiatives are:

☐ Applicable to us and our organization falls under the definition of Startups.

☐ Not applicable to us and our organization does not fall under the definition of Startups.

*Please (tick) the appropriate box ☐ and attach documents / certificates, if any.*

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

Dated \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

**FORM-L: Declaration of Bidder covering Clause 3(A), Part-II, Vol-1 of Bid Document**

(Bidders shall submit this DECLARATION)

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

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

(Designation / Title of Signatory)

(Seal of the Bidder)

## **FORM-M: Declaration of Bidder covering Clause 3(B), Part-II, Vol-1 of Bid Document**

(Bidders shall submit this DECLARATION)

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

1. I/We undertake that it shall not engage in corrupt or fraudulent or collusive or coercive or restrictive practices as defined in Clause 27(ii), Part-II of Bid Document in competing for the award of the works described therein pursuant to the said NIB and, in the event of the award of works upon the acceptance of the bid of the Bidder pursuant to the said NIB, in the execution of the works under the resultant Contract and shall strictly observe and comply with the stipulations contained in this behalf in the NIB as also under all the laws in force in India.
2. I/We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect, the Bidder has neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with its bid, nor will the bidder offer or grant any such incentives or conditions in the present procurement process or in the event that the Bidder is awarded the contract, in the subsequent execution of the contract.
3. I/We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. The bidder undertakes to comply with the Core Labour Standards ratified by the country of India. The Bidder will inform its staff about their respective obligations and about their obligation to obey the laws of the country of India.
4. I/We undertake that it, either directly in its own name or indirectly in any other name, in carrying out of its business, has not (i) been chargesheeted by any Investigating Agencies of Central/State Government or any Criminal, Fraud, Corruption Cases or Charges that may be proceeding against them in a Court of Law as on the latest date of Bid submission; (ii) been involved in the Corrupt or Fraudulent or collusive or coercive Practices as defined in Clause 27(ii), Part-II of Bid Document; (iii) made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements.
5. I/We (i.e. the bidder) further declare and covenant that it has neither been declared ineligible/ blacklisted/ debarred from pre-qualification, participating or bidding in/award of tenders/projects/works/bids, nor had any contract terminated on account of defaults/poor performance/failure to execute the awarded works, discharge of any obligations or abandonment of any works/contracts by NEEPCO or the Govt. of India or State Government or Govt. Organisations (Central as well as State) or Govt. Departments (Central as well as State) or any PSU (Central as well as State) or World Bank or Asian Development Bank or autonomous Bodies or Statutory Corporations and Companies or Statutory Authorities or other Govt. Authorities, during last 5(five) years as on the latest date of submission of Bid.

\_\_\_\_\_

Date

\_\_\_\_\_

(Signature)

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

(Designation / Title of Signatory)

(Seal of the Bidder)

**FORM-N: Documents for verification of local content, as per Clause 4(ix) (VI), Part-II, Vol-1 of Bid Document**

{ Bidder shall submit following undertaking }

1. I/We .....(Name of the Bidder) certify that the local content in the item offered is .....% of the total value of the tendered work, and the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier (strike out whichever is not applicable for the bidder) for claiming purchase preference as per the Public Procurement (Preference to Make in India) Order 2017 (latest revision dated 16-09-2020) of DPIIT, Government of India against the NIB No.....Dated.....

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

- 1 .....
- 2 .....

(Signature of the Bidder)

2. As per Clause 4(ix) (VI) (b), Part-II, Vol-1 of Bid Document, I/We ..... (Name of the Bidder) attach herewith a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) (strike out whichever is not applicable for the bidder) giving the percentage of local content.
3. I/We .....(Name of the Bidder) declare that I/we have/ have not (strike out whichever is not applicable for the bidder) been debarred by any procuring entity for violation of Public Procurement (Preference to Make in India), Order 2017.

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

Dated \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

**FORM-O: Certificate regarding Compliance as per Clause 4(x) (IV), Part-II, Vol-1 of Bid Document**

[ Bidder shall submit following Certificate]

I/We .....(Name of the Bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries as given in Order (Public Procurement No. 1) dated 23rd July, 2020 vide No. F.No.6/18/2019-PPD, to be read in conjunction with Order (Public Procurement No. 2) Dated 23rd July, 2020 vide No.F.No.6/18/2019-PPD, both issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India . I/We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

---

Date

---

(Signature)

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

(Designation / Title of Signatory)

(Seal of the Bidder)

### **FORM- P: Process Compliance Form for Reverse Auction**

(To be submitted online under Techno-Commercial Bids by the Bidder in their letter head duly signed & stamped)

To,

The Executive Director,  
C&P Wing,  
NEEPCO LTD., Brookland Compound,  
Lower New Colony, Shillong-793003  
Email id: contract\_neepco@yahoo.com

#### **Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction.**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document against NIB No. ....Dated.....for the work of .....

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the instruction to Bidders governing the Reverse Auction as mentioned in NIB No. ....dtd..... of NEEPCO as well as this document and confirm our agreement to them.
- 3) We confirm that NEEPCO shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 4) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 5) We also confirm that we will send the price confirmation & break up of our quoted price if any within 24 hours of the completion of the reverse auction.
- 6) We hereby confirm that we will honour the bid placed by us during the auction process failing which the EMD will be forfeited and that NEEPCO may debar us from participating in future tenders

With regards,

Signature with company seal  
Date:  
Name –  
Company / Organization –  
Designation within  
Company/organization -  
Address of Company / Organization-



**DATA SHEET 1: TECHNICAL AND SUPERVISORY PERSONNEL PROPOSED FOR THIS WORK**

Name of Bidder: \_\_\_\_\_

Category	Total No. employed with Contractor/ Firm	No. proposed to be deployed /mobilised for this work
i) Engineer		
ii) Supervisor		
ii) Skilled workers		
iv) Un-Skilled workers		

Dated \_\_\_\_\_

Signature \_\_\_\_\_

**Note :-** The bidder shall submit the above manpower resource, mobilisation considering his best efforts, so as to complete the work in all respects within the stipulated time of completion in terms of Clause 3, Part-I (NIB) of Bid document.

## DATA SHEET 2: EQUIPMENT CAPABILITIES

Name of Bidder:

*The Bidder should indicate availability of all major equipment, which he would propose to use for the Contract.*

### List of Proposed Equipment

No.	Name of Equipment	Capacity or Production rate	Nos. of unit	Year of manufacture	Current ownership	Current location (State/Country)	Estimated purchase price in INR per unit
1							
2							
3							
4							

Dated \_\_\_\_\_

Signature \_\_\_\_\_

**Note :-** The bidder shall submit the above equipment resource considering his best efforts, so as to complete the work in all respects within the stipulated time of completion in terms of Clause 3, Part-I (NIB) of Bid document.

### DATA SHEET 3: EQUIPMENT MOBILISATION/ DE-MOBILISATION SCHEDULE

Name of Bidder:

*The Bidder should indicate his proposed mobilisation/ de-mobilisation schedule of major equipment, which he would propose to use for the Contract, in separate sheets in a form as shown below*

#### List of Proposed Equipment

No.	Name of Equipment	Capacity or Production rate	Nos. of unit	Date of Mobilisation to site	Date of Availability for work	Date of demobilisation from site	Remarks
1							
2							
3							
4							

Dated \_\_\_\_\_

Signature \_\_\_\_\_

**Note :-** The bidder shall submit the above equipment mobilisation considering his best efforts, so as to complete the works in all respects within the stipulated time of completion in terms of Clause 3, Part-I (NIB) of Bid document.

## DATA SHEET-4: FINANCIAL DATASHEET

Name of Bidder:

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

Fill in the blanks for each of the last 5 (five) financial years, duly certified by Chartered or Public Accountant or Chamber of Commerce or Banks.

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

	Year I	Year II	Year III	Year IV	Year V
6.6 Any other current assets (due within ninety (90) days)					
7 Closing stock if any					
8. Total current liabilities (give in details)					
9. Total assets					
10. Total liabilities					
11. Contingent Liability (give in details)					
12. Total profit before tax					
13. Turnover from Contracting during the financial year.					
14. Amount of balance					
15. Date of balance	..... (Day)	..... (Month)	..... (Year)		
16. Exchange rate adopted if any for the equivalent in US\$:	.....				
17. Bank references and address:	.....				
18. Credit Line Instruction	(list names of institutions and maximum Credit Line; attach respective letters from sureties) Maximum Amount in INR				
	.....				
	.....				
19. Current Solvency Certificate	(Certificate indicating amount.)				
Notes:					
Item 1:	The amount for share capital shall include retained earnings.				
Item 19 :	Attach respective letters from banks (Bank Credit Letter).				
	.....				
	(Name and Signature of Authorized Representative)				
(Place and Date)					

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

Dated\_\_\_\_\_

Signature\_\_\_\_\_

## DATA SHEET 5: PROPOSED SITE ORGANISATION

Name of Bidder:
-----------------

*Bidder should provide following information proposed for the work.*

- A. Overall Management structure (head office + site) and procedures.
- B. Site office organisation and structure.
- C. Site supervisory structure and procedures.
- D. E.P.F. and M.P. Act '52

Registered establishment?                      Yes/No

Code Number

Sub-code Number (if applicable)

Dated\_\_\_\_\_

Signature\_\_\_\_\_

## DATA SHEET 6: CONSTRUCTION PROGRAMME

(IN THE FORM OF BAR CHART)

Name of Bidder:

Sl. No.	Key Activities of Work	Quantity	Unit	Time Periods in months from the date of Letter of Intent	Remarks

**Note :-** (i) The bidder shall submit construction programme considering his best efforts, equipment mobilization, manpower mobilization, resource and mobilization so as to complete the work in all respects within the stipulated time of completion in terms of Clause 3, Part-I (NIB) of Bid document. The successful bidder shall have to adhere to sequence of his construction works as fixed by the Corporation so as to match with the overall implementation schedule of the Project.

(ii) Attach separate sheet for CPM/ PERT.

Dated\_\_\_\_\_

Signature\_\_\_\_\_



## DATA SHEET 7: CONSTRUCTION METHODOLOGY

Name of Bidder:
-----------------

Description  
(To be filled up by Bidders)

The Bidder shall submit, in outline form, descriptions of proposed method, sequences, facilities and layouts to be used for construction. The information should be submitted in sufficient detail to allow an assessment of the general adequacy of the bidder's proposal. Sketches, drawings and diagrams should be included where necessary for clarification of the description (e.g. methodology for excavation and slope protection, cycles for concrete placing, etc.). The required number and classification of manpower, equipment and materials to be used for each particular activity shall be described.

Dated\_\_\_\_\_

Signature\_\_\_\_\_

## DATA SHEET-8: CONFIRMATION OF SITE VISIT AND PROJECT APPRECIATION BY BIDDER

Name of Bidder: .....

We..... (Name of Bidder)..... whose registered office is at .....declare herewith that our representatives have visited the site of the works on .....day of ..... 20\_\_\_\_\_, and that we have fully informed ourselves of all conditions, local and otherwise, which may affect the preparation of this Tender and the performance of the works.

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

Give names and positions of the representative(s) who took part in the site visit(s):

Name: ..... Signature: .....

Position: ..... Date: .....

Representative of: .....

.....

Name: ..... Signature: .....

Position: ..... Date: .....

Representative of: .....

.....

Name: ..... Signature: .....

Position: ..... Date: .....

Representative of: .....

.....

Dated\_\_\_\_\_

Signature\_\_\_\_\_

**Note:** Detailed report on site visit describing Project Appreciation in accordance with requirements specified in Instruction to Bidders to be attached separately along with this Data Sheet.

### **DATA SHEET 9: Description of Quality Assurance at site**

Name of Bidder:
-----------------

Bidders shall provide following:

- a) General Quality Control Organization and Staff, reporting procedures
- b) Description of Quality Control Procedure for execution of the work.

Dated\_\_\_\_\_

Signature\_\_\_\_\_

### **DATA SHEET 10: DESCRIPTION OF SAFETY PLANNING AT SITE**

Name of Bidder:
-----------------

Bidders shall provide following:

- a) Safety Organisation, Staff, Regulation and Reporting Procedure.
- b) Emergency facilities (Hospital, First Aid and Ambulances etc.)

Dated\_\_\_\_\_

Signature\_\_\_\_\_

## DATA SHEET 11: DESCRIPTION OF ENVIRONMENTAL PROTECTION PLANNING

Name of Bidder:
-----------------

Bidders shall give a narrative description of the environmental protection planning highlighting the proposed method for pollution prevention and control, waste disposal.

While submitting the above description, the planning for waste disposal part shall include the following aspects:

- the bidder shall indicate the following for products and components to be used in works producing Toxic E-waste and other waste with procedure for safe recycling / disposing of waste as part their environmental protection plan:
  - List of products and components producing Toxic E-waste and other probable wastes, which may be specified while executing the work,
  - Procedure to be adopted for safely recycling / disposing waste.

Dated\_\_\_\_\_

Signature\_\_\_\_\_

## DATA SHEET 12: Source of Material

Name of the Bidder: .....

The material required in the works are to be mobilised in short period in order to complete the works within the scheduled time.

The bidder shall furnish information on the source/ manufacturer of .....materials required for the works indicating the manufacturing capacity of the manufacturer, stock in readiness, if any, delivery period from respective source etc. The bidder will be responsible for co-ordinated delivery and erection of the complete materials from the sources and he shall ensure delivery of materials in the sequence required for erection at site.

The following table should be filled by contractor:

Sl. No.	Name of the material	Quantity	Source name (or country name) of material	Delivery period	Shelf Life / warranty
1.					
2.					
3.					
4.					
5.					
6.					
...					
...					

Dated\_\_\_\_\_

Signature\_\_\_\_\_

**DATA SHEET-13: PENDING LITIGATION (IF ANY) DURING LAST 5(FIVE) YEARS  
PRIOR TO THE LATEST DATE OF SUBMISSION OF BID**

Name of Bidder:

The Bidder shall provide information regarding any litigation(s), during the last 5(five) years including current, in which the Bidder is involved, the various parties concerned, the disputed amount, and the matter in this Sheet. The Bidder shall provide information in details of Court Verdicts pertaining to any criminal, fraud, corruption cases against them or details of any such cases or charges that may be proceeding against them in the Indian Court of Law, as accused or co-accused.

Sl. No.	Contract No. & Date	Total Contract Value	Employer's Name, Address, and Phone/ Fax No/ e-mail.	Pending litigation (Brief description)	Year of Dispute	Disputed amount involved	Remarks (Current Status)

We hereby confirm that the information stated above is true and correct. We have not concealed any information and we understood that any misrepresentation described above will lead to disqualification before award or termination of the Contract with all consequential losses to our account.

Dated \_\_\_\_\_

Signature \_\_\_\_\_

**DATA SHEET-14: ADDITIONAL / SUPPLEMENTARY INFORMATION**

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

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

Dated\_\_\_\_\_

Signature\_\_\_\_\_



### DATA SHEET-15: CHECK-LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNO-COMMERCIAL BIDS

Name of Bidder: .....

Sl. No.	List of documents to be submitted by the Bidder with Techno-Commercial Bid	Ref. to Bid Document	Compliance (Yes/No)	Required action by Bidder
1	Bid Fee	Cl. 8(iii), Part-I	Yes/No	Bidders shall submit/upload e-receipt of money paid against Bid Fee with online Techno-Commercial bids.
2.	Fulfills General, Technical Qualifying Requirement	Cl. 6, Part-I	Yes/No	Bidders shall submit/upload required supporting documents, duly signed and stamped with online Techno-Commercial bids.
3	Fulfills Financial Qualifying Requirement	Cl. 6, Part-I	Yes/No	Bidders shall submit/upload required supporting documents, duly signed and stamped with online Techno-Commercial bids.
4.	FORM- A: Bid Form	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/upload Form-A, duly filled up, signed and stamped with online Techno-Commercial bids.
5	FORM-B: Warranty Form	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/upload Form-B, duly filled up, signed and stamped with online Techno-Commercial bids.
6.	FORM-C: EMD	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/upload EMD with online Techno-Commercial bids including its physical submission in original
7.	FORM-D: Power of Attorney Form	Vol-5:	Yes/No	Bidders shall submit/upload Power of

		Tender Forms & Data Sheets		Attorney with online Techno-Commercial bids including its physical submission in original.
8	Form-E: Joint-Venture/Consortium Agreement Form (Wherever applicable)	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload Joint-Venture /Consortium Agreement Form_with online Techno-Commercial bids including its physical submission in original.
8	Form-F: Undertaking by the Parent/ Holding Company (Wherever applicable)	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders (in case of Subsidiary bidders) shall submit/ upload Form-F duly filled up, signed, stamped with online Techno-Commercial bids
9	Form-H: Undertaking by Sub-contractor (Wherever applicable)	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload Form-H duly filled up, signed, stamped with online Techno-Commercial bids.
10	Form-I: Joint Deed of undertaking by Bidder and sub-contractor (Wherever applicable)	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload Form-I duly filled up, signed, stamped with online Techno-Commercial bids.
11	FORM-J: Undertaking for bidders who are registered as Micro/ Small Enterprise (wherever applicable)	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload Form-J, duly filled up, signed, stamped along with relevant supporting documents / certificate, in case of MSE Bidders with online Techno-Commercial bids.
12	FORM-K: Declaration/ Undertaking regarding applicability of Startups under Startup India initiative (Wherever applicable)	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload Form-K, duly filled up, signed, stamped along with relevant supporting documents / certificate, in case of Starup Bidders with online Techno-Commercial bids.

13	FORM-L: Declaration of Bidder covering Clause 3(A), Part-II, Vol-1 of Bid Document	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload the said Declaration with online Techno-Commercial bids.
14	FORM-M: Declaration of Bidder covering Clause 3(B), Part-II, Vol-1 of Bid Document	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload the said Declaration with online Techno-Commercial bids.
15	FORM-N: Documents for verification of local content, as per Clause 4(ix) (VI), Part-II, Vol-1 of Bid Document	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload Form-N, duly filled up, signed, stamped along with required certificate with online Techno-Commercial bids.
16	FORM-O: Certificate regarding Compliance, as per Clause 4 (x) (IV), Part-II, Vol-1 of Bid Document	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload Form-O, duly filled up, signed, stamped along with required certificate with online Techno-Commercial bids.
17	Form-P: Process Compliance Form for Reverse Auction	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload Form-P, duly filled up, signed, sealed with online Techno-Commercial bids.
18	Data Sheet-1: Technical and Supervisory Personnel proposed for the Work	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-1 with online Techno-Commercial bids.
19	DATA SHEET-2: Equipment Capabilities	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-2 with online Techno-Commercial bids.
20	DATA SHEET-3: Equipment Mobilisation / Demobilisation Schedule	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-3 with online Techno-Commercial bids.

21	DATA SHEET-4: Financial Datasheet	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-4 with online Techno-Commercial bids.
22	DATA SHEET-5: Proposed Site Organisation	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-5 with online Techno-Commercial bids.
23	DATA SHEET-6: Construction Programme	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-6 with online Techno-Commercial bids.
24	DATA SHEET-7: Construction Methodology	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-7 with online Techno-Commercial bids.
25	DATA SHEET-8: Confirmation of Site Visit and Project Appreciation by Bidder	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-8 with online Techno-Commercial bids.
26	DATA SHEET-9: Description of Quality Assurance at Site	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-9 with online Techno-Commercial bids.
27	DATA SHEET-10: Description of Safety Planning at Site	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-10 with online Techno-Commercial bids.
28	DATA SHEET-11: Description of Environmental Protection Planning	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-11 with online Techno-Commercial bids.

29	DATA SHEET-12: Source of Material	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-12 with online Techno-Commercial bids
30	DATA SHEET-13: Additional / Supplemental Information	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-13 with online Techno-Commercial bids.
31	DATA SHEET-14: Pending litigation, if any during last 5(Five) years prior to the latest date of submission of Bid	Vol-5: Tender Forms & Data Sheets	Yes/No	Bidders shall submit/ upload duly filled up, signed and sealed Data Sheet-134 with online Techno-Commercial bids.
32	INTEGRITY PACT	Clause 11.1 (iv) (b) of Part-II, Vol-1	Yes/No	Bidders shall submit/ upload INTEGRITY PACT, duly filled up, signed, sealed with online Techno-Commercial bids including its physical submission of two copies in Original.
33	Bank details for E-PAYMENT:	Clause 38, Part-II, Vol-1	Yes/No	Bidders shall submit/ upload Bidder's Bank details for payment through e-payment system with online Techno-commercial bids.
34	Any other documents	Any relevant Bid conditions	Yes/No	Bidders shall submit/ upload any other documents, which are required in terms of relevant bid conditions with online Techno-commercial bids.

N.B.: Bidders shall refer to various Clauses of Bid Document for filling up the Check List for Bid Submission. However, submission of data/ documents as per the above Check list shall not absolve the bidders from his responsibility of submission of all information/data/documents, complete in all respects, as per the respective Clauses of Bid Document.

Dated\_\_\_\_\_

Signature of Bidder \_\_\_\_\_