



नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड
NORTH EASTERN ELECTRIC POWER CORPORATION LTD.
(भारत सरकार का उद्यम)/(A GOVERNMENT OF INDIA ENTERPRISE)



एनटीपीसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी/A wholly owned subsidiary of NTPC Limited.

CONTRACT AND PROCUREMENT CELL

KOPILI Hydro Power Station:: DIMA HASAO DISTRICT::UMRONGSO – 788931
Website-www.neepco.co.in, Email: contract.khep@gmail.com
Phone: 7037419700

Corrigendum No. 01 dated: 27.02.2026

Name of work: Operation cum Preventive Maintenance works of all Hydro Mechanical Gates and its ancillaries at 275 MW KHPS NEEPCO Ltd.”

Ref: Bid Number: GEM/2026/B/7200322 Dated: 06.02.2026

The following corrigendum to the bid document is hereby issued:

Clause No. as per bid document	Existing clause	Modified as:
Clause 2.1 (i) of Section- I of bid document.	The Bidder shall be a registered entity in India, who shall be either an individual or proprietary / partnership firm or Private Limited Company or Listed Company. The bidder shall furnish copies of documents in support of registration, Company profile, copy of the Memorandum of Association (MOA) of Company/Organization etc. along with the Techno-commercial bids.	The Bidder shall be a registered entity in India, who shall be either an individual or proprietary / partnership firm or Private Limited Company or Listed Company or a Joint-Venture/ Consortium formed for participating in this tender. In case of a Joint-Venture/ Consortium bidder, all the partners shall be registered entities. The bidder shall furnish copies of documents in support of registration, Company profile, copy of the Memorandum of Association (MOA) of Company/Organization etc. along with the Techno-commercial bids.

Following clauses are hereby added as a qualification and other requirements for Joint venture bidders:

A. Joint Venture Bidders:

1. If a bidder (Individual/firm/Company) fails to simultaneously fulfil technical qualification requirement mentioned at clause 2.2 of Sec-I, they may form Joint Venture or Consortium with other Individuals/firms/Companies having credentials to fulfil technical qualification requirement to qualify for participation in the Bid. All the partners of the joint venture/consortium should be bonafide legal entities. Further, all the JV/Consortium partners jointly should meet all the specified Technical and Financial qualifying requirements. In the event of Joint-Venture/ Consortium, the role and responsibilities of each partner, the proposed participation share of each partner along with the scope of work to be executed by each partner and name of lead partner, must clearly be indicated in the Joint- Venture/ Consortium Agreement. It shall also be brought out in the Joint Venture/Consortium agreement that in case the Contract is awarded to the Joint Venture/Consortium, each partner of the Joint Venture/Consortium shall be responsible for execution of that scope of work for which he claims to have





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specific experience including other works within the scope of contract. In no case shall the Joint Venture/Consortium have more than 2 (two) partners. One of the partners shall be nominated as lead partner with holding of more than 50%, and his authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatory (s) of the other partner(s).

In the event of Joint Venture, the role of each partner, along with name of lead partner, must clearly be indicated in the Joint Venture Agreement. In no case shall the Joint Venture have more than 2 (two) partners. One of the partners shall be nominated as lead partner with holding of more than 50%, and his authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatory(s) of the other partner. The lead partner shall be authorized by the Joint Venture to operate the following:

- i) To submit bid
- ii) To incur liabilities including payment of Vendor Registration fee, Bid fee, Earnest Money Deposit (EMD) etc.
- iii) To receive instructions for and on behalf of the Joint Venture, and the entire execution of the Contract, including payments.

2. The detailed qualifying criteria of lead partner and other partners are as below:

i) The lead partner of a Joint Venture/Consortium shall fully meet the following requirements: -

- a) Holding in Joint Venture/Consortium of more than 50%.
- b) Technical experience specified in clause 2.2 of section-I.
- c) Minimum Average Annual Turnover (MAAT) of not less than percentage share (equal to holding in Joint Venture/Consortium) of that specified in Clause 2.3 (a) of Sec-I.
- d) Working Capital of not less than percentage share (equal to holding in Joint Venture/Consortium) of that specified in Clause 2.3 (b) of Sec-I.
- e) Net worth of the bidder shall be as Clause 2.3 (c) of Sec-I.
- f) Bid Capacity of not less than percentage share (equal to holding in Joint Venture/Consortium) of the estimated cost of the work put to tender as specified Clause 2.3 (d) of Sec-I.

ii) The other partner of Joint Venture/Consortium shall individually meet the following requirements: -

- a) Holding in Joint Venture/Consortium of minimum 20%.
- b) Technical experience specified in clause 2.2 of section-I.
- c) Minimum Average Annual Turnover (MAAT) of not less than percentage share (equal to holding in Joint Venture/Consortium) of that specified in Clause 2.3 (a) of Sec-I.
- d) Working Capital of not less than percentage share (equal to holding in Joint Venture/Consortium) of that specified in Clause 2.3 (b) of Sec-I.
- e) Net worth of the bidder shall be as Clause 2.3 (c) of Sec-I.
- f) Bid Capacity of not less than percentage share (equal to holding in Joint Venture/Consortium) of the estimated cost of the work put to tender as specified Clause 2.3 (d) of Sec-I.





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- iii) Individual/ Company/Firm, by itself or Joint Venture/Consortium shall collectively satisfy, as a whole, the requirements specified under Paras 2.1, 2.2 & 2.3 of Sec-I. Relevant experience of each partner shall be counted for the purpose of assessing experience of this Joint Venture/Consortium. However, parties claiming to have past experience by virtue of being a partner of Joint Venture/Consortium, while executing particular works in the past, shall also have to produce documentary evidence of their role and scope of work in the aforesaid Joint Venture/Consortium, which only shall be counted for the purpose of assessing experience of this Joint Venture/Consortium.
- iv) Bidder participating as partner in one Joint Venture/ Consortium is not allowed to participate as a partner of any other Joint Venture/Consortium. If any firm/ Company participates in more than one Joint-Venture/Consortium and on standalone basis, all such bids participated by it will be rejected.
- v)

B. Performance Guarantee: In case of Joint-Venture/Consortium, the CPG shall be issued by the respective Joint Venture partners in proportion to their participation share as per the prescribed format provided in Sec-V of the bid document.

C. Power of Attorney: In case of joint ventures, separate Powers of Attorney should be provided by lead partner as per the prescribed format form -E of Sec-V of the bid document.

Power of attorney form in case of other partners:

POWER OF ATTORNEY FORM

(To be submitted by partner(s) other than Lead Partner in case of Joint Venture)
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE TO BE PURCHASED
IN

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

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

It is clearly understood that Lead Partner shall ensure performance of the Contract(s), Partner-in-Charge for separate Contract(s) to ensure performance of respective Contract(s) and if one





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or more Partners fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

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

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

The Joint Venture Partners hereby confirm that the signatories hereto have the authority to issue this Power of Attorney and have the authority to bind the respective Partner-Company and documents to this effect have been submitted alongwith the Bid document. In witness thereof the Partners constituting the Joint Venture as aforesaid have executed this Power of Attorney on this day of under the common seal(s) of their companies.

For and on behalf of
 the partners of Joint Venture

.....

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

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

Note:

The above Power of Attorney shall be



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D. Joint venture Agreement Form:

FORM - JOINT VENTURE AGREEMENT
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE TO BE PURCHASED
IN
THE NAME OF JOINT VENTURE)
JOINT VENTURE AGREEMENT BETWEEN _____ FOR NIB NO
_____ OF (Name of Employer)

THIS Joint Venture agreement executed on this _____ day of _____ between (i) M/s _____ a company incorporated under the laws of _____ and having its registered office at _____ (herein after called the 'Lead partner' which expression shall include its successors executors and permitted assigns) and having _____% share in the Joint Venture /Consortium, (ii) M/s _____ and having its registered, company incorporated under the laws of _____ and having its registered, office at _____ (herein after called the 'Partner' which expression shall include its successors, executors and permitted assigns) and having _____% share in the JV/C, (iii) M/s _____ a company incorporated under the laws of _____ and having its registered office at _____ (herein after called the 'Partner' which expression shall include its successors, executors and permitted assigns) and having _____% share in the JV/C, and (iv) M/s _____ and having its registered, company incorporated under the laws of _____ and having its registered, office at _____ (herein after called the 'partner' which expression shall include its successors, executors and permitted assigns) and having _____% share in the JV/C for the purpose of submission of a bid and entering into a contract (in case of award) against the NIB No. _____ for execution of the works for (name of works) of (name of Employer). WHEREAS the Employer invited bids as per the above mentioned NIB No. _____ for the execution of the works stipulated in the bidding documents under subject bid package for (name of Project). AND WHEREAS clause _____ of Instruction to Bidders the BID SUBMISSION / PROPOSAL FORM shall be signed by all the partners of the Joint Venture, who will be jointly and severally liable to perform the contract and all obligations hereunder. The Joint Venture agreements shall be attached to the bid.

PURPOSE OF THIS AGREEMENT

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

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

NAME

For the purpose of participating in the Bid, the name of the Consortium/Joint Venture shall be "_____". LEGAL RELATIONSHIP OF THE PARTIES This Agreement

(R)



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shall not be construed as establishing or giving effect to any legal entity such as, a company, a partnership, etc. It shall relate solely towards the Employer for submission of Bid for (Tender package reference) and related execution of works to be performed pursuant to the Contract and shall not extend to any other activities. The Parties shall be jointly and severally responsible and bound towards the Employer for the performance of the works in accordance with the terms and conditions of the Bid document and / or Contract.

NOW THIS INDENTURE WITNESSETH AS UNDER

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

1. In consideration of the award of the contract by the Employer to the joint venture partners, we, the partners to the joint venture agreement do hereby agree that M/s _____ shall act as Lead partner. We, the partners to this Joint Venture further declare and confirm that we shall jointly and severally be bound unto the Employer for the successful performance of the contract and shall be fully responsible for the execution of the works under separate contracts and an over all Contract Agreement for successful performance of the works in accordance with the contract.
2. In case of any breach of the said contract by the Lead partner or any of the other partner(s) of the Joint Venture agreement, all the partners(s) do hereby agree to be fully responsible for the successful performance of the contract(s) and to carry out all the obligations and responsibilities under the contract in accordance with the requirements of the contract(s).
3. Further, if the Employer suffers any loss or damage on account of any breach in the contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the contract all the partner(s) of these presents undertake to promptly make good such loss or damages caused to the Employer on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other partner(s).
4. The financial liability of the Partners of this Joint Venture agreement to the EMPLOYER, with respect to any of the claims arising out of the performance or nonperformance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.
5. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the partners shall be as enclosed in Annexure I to this agreement (The responsibilities and obligations of each partners to be separately incorporated suitably by the partners in enclosed Annexure-I), it is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and severally responsibility of the Partners under this contract.
6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the Courts (.....) alone shall have the exclusive jurisdiction in all matters arising there under.
7. In case of award of contract(s), we the Partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing contract performance security from a bank in favour of the Employer in the currency/ currencies of the contract(s).
8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the contract(s), and shall continue to be enforceable till the end of warranty





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period / Defect Liability Period. It shall be effective from the date first mentioned above for all purpose and intents.

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

Enclosed: Annexure-I

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

Dated _____

(Signature of authorised representative)

Name: _____

Designation: _____

Signature: _____

(common Seal of the Company)

Name: _____

Designation: _____

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

Dated _____

(Signature of authorised representative)

Name: _____

Designation: _____

Signature: _____

(common Seal of the Company)

Name: _____

Designation: _____

3. Common Seal of _____ has been affixed in my/our presence. For and behalf of partner(s)

Dated _____

(Signature of authorized representative)

Name: _____

Designation: _____

Signature: _____

(common Seal of the Company)

Name: _____

Designation: _____

4. Etc.

WITNESSES

1. _____

(Signature)

(2) _____

(Signature)





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Name _____

Name _____

(official address)

(official address)

Annexure I

1.0 LEADERSHIP

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

- 1.1 To ensure the technical, commercial and administrative co-ordination of the Works.
- 1.2 To lead the contract negotiations of the works with the Employer.
- 1.3 To receive instructions and incur liabilities for and on behalf of any or all Parties.
- 1.4 In case of an award, act as channel of communication between the Employer and the parties to execute the Contract.

Article 2.0 SCOPE OF WORKS OF EACH PARTY

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

2.1 Scope of Works:

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

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

-
-
-

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

-
-

2.1.3 _____ (Name of Partner-2) shall be responsible for the following (Define the scope of works:-

-
-
-

2.2 Participation Share of each Partner

Lead partner	_____	____%
Partner-1	_____	____%
Partner-2	_____	____%



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

Lead partner	%
Partner-1	%
Partner-2	%

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

Lead partner	%
Partner-1	%
Partner-2	%

2.5 Sharing of Profit / Loss by each Party

Lead partner	%
Partner-1	%
Partner-2	%

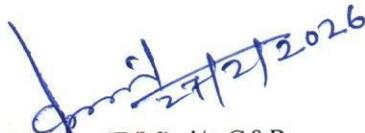
The payments shall be made in the name of _____ (name of Joint Venture/Consortium).

OR

The payments shall be made in the name of Lead Partner.
(strike out whichever is not applicable)

D. Other necessary forms and data sheets desired by the bidders as per bid document shall also be compulsorily submit by joint venture failing which bid shall not be considered for evaluation.

All other terms and conditions shall be same.


Sr. Manager (E/M), i/c C&P
KHPS, NEEPCO Ltd., Umrongso