

220KV GIS and Pothead yard of 240 MW Heo Hydro Electric Project, Arunachal Pradesh



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COVERING LETTER OF THE BIDDER IN THE COMPANY'S LETTERHEAD

To,
The Executive Director
Contracts & Procurement
North Eastern Electric Power Corporation Limited,
Brook Land Compound, Lower New Colony,
Laitumkhrah, Shillong-793003,
State: Meghalaya, INDIA

Ref: Our Proposal No.....

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

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

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

Warm regards,

[Name & Signature]

[Title/Position]

[Company Address]

[City, State, Zip Code]

[Email]

[Contact Information - Phone No.]

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FORM A - BID FORM

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

Date

NIB No.

To,
The Executive Director
Contracts & Procurement
North Eastern Electric Power Corporation Limited,
Brook Land Compound, Lower New Colony,
Laitumkhrah, Shillong-793003,
State: Meghalaya, INDIA

Dear Sirs,

Having examined the conditions of contract, the specifications including Addendum No(s) :
(.....insert number) , the receipt of which is hereby duly acknowledged, we the
undersigned, offer to supply and deliver (.....Description of Works) in
conformity with the said drawings, conditions of contract and specifications for the consideration as
may be ascertained in accordance with the schedule of prices attached herewith and made part of this
tender.

We undertake, if our tender is accepted, to commence delivery within (..... Number)
days and to complete entire scope of work as specified in the contract within
(.....Number) days calculated from the date of receipt of your Letter of Intent.

If our tender is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10%
(ten percent) of the contract sum for the due performance of the contract.

We agree to abide by this tender for a period of.....) days from the date fixed for
opening of tender under clause of the instruction of tenders and it shall remain binding upon and may
be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this tender together with your written
acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated Day of of 2026

.....
(Signature)

.....
(In the capacity of.....)

Duly authorized to sign bid for and on behalf of

.....
Witness

Address

Signature

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FORM B –POWER OF ATTORNEY FORM

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

To,

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

KNOW BY ALL MEN by these presents that the undersigned

.....
(Name)

.....
(Title)

.....
(Company)

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

(Country)

office situated at
(Complete address)

do hereby appoint
(Name)

..... of
(Title) (Company)

whose signature appears below to be the true and lawful attorney, and authorize said attorney to
conduct negotiations with the North Eastern Electric Power Corporation Limited, to sign the tender
and Contract Agreement , and to execute all the necessary matters related thereto in the name and on
behalf of the said company in connection with the works under the contract entitled
.....(name of works) of Heo Hydro Electric Project(240MW).

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

.....(Signature)

.....(Signature of Attorney)

.....(Signature of witness)

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FORM C – INTEGRITY PACT(Not Applicable)

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

Between

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

And

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

Preamble

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

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

Section – 1 – Commitments of the Principal

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

~~1.1.1 No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.~~

~~1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.~~

~~1.1.3 The Principal will exclude from the process all known prejudiced persons.~~

~~1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.~~

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

~~2.1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.~~

~~2.1.1 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the Contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.~~

~~2.1.2 The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary Contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.~~

~~2.1.3 The Bidder(s)/Contractor(s) will not commit any penal offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for the purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.~~

~~2.1.4 The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian nationality shall furnish the name and address of foreign principals, if any. Further, the information pertaining to local representatives/agents of Foreign Bidders shall be disclosed by the Bidder(s)/Contractor(s), as per requirement of Instruction to Bidders of Part 3 of Detailed Bid Document.~~

~~2.2 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.~~

~~Section 3 – Disqualification from tender process and exclusion from future Contracts~~

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

~~Section 4 – Compensation for damages~~

~~4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.~~

~~4.2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages equivalent to 10% of the Contract Price or the amount equivalent to Security Deposit/Bank Guarantee, whichever is higher.~~

~~Section 5 – Previous Transgression~~

~~5.1 The Bidder declares that no previous transgressions occurred in the last 5 (Five) years with any other company in any country conforming to anti – corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.~~

~~5.2 — If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process, or the Contract, if already awarded, can be terminated for such reason.~~

~~Section 6 — Equal treatment of all Bidders/Contractors/Sub-Contractors~~

~~6.1 — The Bidder(s)/Contractor(s) undertake(s) to obtain from all sub-Contractors a commitment consistent with this Integrity Pact and report compliance to the Principal. This commitment shall be taken only from those sub-Contractors whose Contract value is more than 20% of the Bidder's/Contractor's quoted price/Contract price with the Principal. The Bidder(s)/Contractor(s) shall continue to remain responsible for any default by his sub-Contractor(s).~~

~~6.2 — The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.~~

~~6.3 — Bidders who do not sign this pact or violate its provisions shall be disqualified by the Principal from the tender process.~~

~~Section 7 — Criminal charges against violating Bidders/Contractors/Sub-Contractors~~

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

~~Section 8 — Independent External Monitor(s)~~

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

~~8.2 — The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, NEEPCO.~~

~~8.3 — The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality.~~

~~8.4 — The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the Contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.~~

~~8.5 — As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the Principal and request the management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can, in this regard, submit non-bonding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.~~

~~8.6 — The Monitor will submit a written report to the CMD, NEEPCO within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.~~

~~8.7 The CMD, NEEPCO shall decide the compensation to be paid to the Monitor and its terms and conditions.~~

~~8.8 If the Monitor has reported to the CMD, NEEPCO, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NEEPCO has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.~~

~~8.9 The number of Independent External Monitor(s) shall be decided by the CMD, NEEPCO.~~

~~8.10 The word 'Monitor' would include both singular and plural.~~

Section 9 – Pact duration

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

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

Section 10 – Other provisions

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

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

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

~~In case of Sub-Contracting, the Principal Contractor shall take responsibility of the adoption of the Pact by the Sub-Contractor and the Pact will be a tri-partite arrangement to be signed by the Principal, the Contractor, and the Sub-Contractor.~~

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

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

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

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

~~10.8 In the event of any dispute between the Principal and the Contractor relating to the Contacts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle~~

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

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

.....

For & on behalf of the Principal _____ For & on behalf of the Bidder/Contractor _____

(Office Seal) _____ (Office Seal) _____

Place _____ Place _____

Date _____ Date _____

Witness: _____ Witness: _____

(Name & Address) _____ (Name & Address) _____

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FORM-D

PARENT/ PRINCIPAL COMPANY /COLLABORATORS AGREEMENT

THIS AGREEMENT IS MADE on this day the of between the NEEPCO Ltd, a company incorporated under the laws of India and having its Registered Office at Brookland Compound, Lower New Colony, Laitumkhrah, Shillong-793001 , Meghalaya, 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/ PRINCIPAL COMPANY /COLLABORATORS**" which expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and assigns) of the other part;

WHEREAS on the **PARENT/ PRINCIPAL COMPANY /COLLABORATORS**'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/Contractor) and further agreeing to enter into a separate agreement with the Employer besides furnishing an additional Performance Bank Guarantee of value equivalent to 10% of the Contract Price, the Employer has entered into a Contract with M/son(hereinafter referred to as the "Contractor" 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 (name of work) for GIS and Pothead yard Works of Heo Hydro Electric Project (240 MW) in the state of Arunachal Pradesh, India (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the **PARENT/ PRINCIPAL COMPANY /COLLABORATORS** hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to the Contractor 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 Contractor for the execution of the Work described therein of GIS and Pothead yard Works of Heo Hydro Electric Project (240 MW) in the state of Arunachal Pradesh in India.
- 3(a) The **PARENT/ PRINCIPAL COMPANY /COLLABORATORS** hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by the Contractor under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to the Contractor 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 Contractor to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the **PARENT/ PRINCIPAL COMPANY /COLLABORATORS** and the **PARENT/ PRINCIPAL COMPANY /COLLABORATORS** shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Contractor 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/PRINCIPAL COMPANY/COLLABORATORS** 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 Contractor before proceeding against the **PARENT/PRINCIPAL COMPANY/COLLABORATORS** and the **PARENT/ PRINCIPAL COMPANY /COLLABORATORS** shall be liable to fulfil its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Contractor 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/ PRINCIPAL COMPANY /COLLABORATORS** was the Contractor 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 Company' and due to any reason whatsoever, 'Parent 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 Company' then the 'parent Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Applicant 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 of General Conditions for the Contract, the Contractor is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Contractor does not carry on the work satisfactorily, the Employer by notice to the **PARENT/PRINCIPAL COMPANY /COLLABORATORS** 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/ PRINCIPAL COMPANY /COLLABORATORS** hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Contractor 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 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 the Contract.
6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Contractor to the Employer and all rights and remedies in respect thereof be reserved. This

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guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Contractor by operation of any law or insolvency/ bankruptcy / winding up/dissolution of the Contractor.

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 Contractor and to extend time for performance thereunder by the Contractor 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 Contractor 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 Contractor and the **PARENT/PRINCIPAL COMPANY/COLLABORATORS** 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 Contractor or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Contractor 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/ PRINCIPAL COMPANY /COLLABORATORS** 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 Contractor 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 General/ Particular / Special Conditions of Contract. The venue of arbitration shall be Shillong, India, and the arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996. The courts of Shillong, Meghalaya shall 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 ANDYEAR FIRST ABOVE WRITTEN AT SHILLONG, MEGHALAYA.

For and on behalf of the Employer
(through authorized representative)

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

Witnesses:

Witnesses:

1

2.

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FORM- E

UNDERTAKING FROM PARENT/ PRINCIPAL COMPANY /COLLABORATORS

(On the letterhead of PARENT/ PRINCIPAL COMPANY /COLLABORATORS)

No:

Date:.....

To

The Executive Director
Contract & Procurement,
NEEPCO Ltd., Shillong.

Sub: GIS and Pothead yard Works of Heo Hydro Electric Project (240 MW), Arunachal Pradesh.

Dear Sirs,

We, M/s..... (Name of the **PARENT/ PRINCIPAL COMPANY /COLLABORATORS**) having registered office at (Address of the **PARENT/ PRINCIPAL COMPANY /COLLABORATORS**) do hereby undertake that in case work (Name of work) is awarded to M/s (Name of the Bidder) who is participating in your subject Tender as a Sole Bidder / Constituent of JV, 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 work "....." (the scope of work of subsidiary company) and we shall be responsible for the successful completion of the scope of works of M/s..... (Name of the Bidder subsidiary company).

In case the Bidder, M/s (Name of Subsidiary company) gets qualified 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 ten (10%) percent of the portion of work as the case may be, if the Bidder is qualified on the strength of **PARENT/ PRINCIPAL COMPANY /COLLABORATORS** or its group Company(ies) as per DNIB Cl. No./Route-2&3.

We do hereby also confirm that we are not participating either as a sole Bidder or in another way against the above Invitation for Bids.

Yours faithfully,

For & on behalf of M/s.

(Name & Address of the **PARENT/ PRINCIPAL COMPANY /COLLABORATORS**)

Station:

Date:

(Office Seal)

Note:1. This Letter of undertaking should be on the letterhead of the **PARENT/ PRINCIPAL COMPANY /COLLABORATORS** and should be signed by a person competent and having the Power of Attorney to bind the

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Parent/Holding Company. Power of Attorney in favour of this person to do so together with the authority of its executant be enclosed with this Letter of Undertaking.

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FORM-F: DOCUMENTS FOR VERIFICATION OF LOCAL CONTENT

{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. 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.

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

Dated _____

Signature of Bidder _____

220KV GIS and Pothead yard of 240 MW Heo Hydro Electric Project, Arunachal Pradesh



Bid Document
Vol-I, Sec-VII
Bid Forms/Other Forms/ Formats
BG/Contract Agreement

FORM- G: DECLARATION OF BIDDER COVERING CLAUSE 3(A), Sec-III, ITB OF BID DOCUMENT

(Bidders shall submit this DECLARATION online)

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

- a) Participation of the Bidder is not barred by any sanction issued by the UN Security Council.
- b) I/We am/are not affiliated with a firm or entity that has provided consulting services related to the Works to either the Employer 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 Employer as Engineer 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/or corruption.

Place, date

(Signature)

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

(Designation / Title of Signatory)

(Seal of the Bidder)

220KV GIS and Pothead yard of 240 MW Heo Hydro Electric Project, Arunachal Pradesh



Bid Document
Vol-I, Sec-VII
Bid Forms/Other Forms/ Formats
BG/Contract Agreement

FORM- H: DECLARATION OF BIDDER COVERING CLAUSE 3(B), Sec-III, ITB OF BID DOCUMENT

(Bidders shall submit this DECLARATION
online)

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

1. I/We undertake that we shall not engage in corrupt or fraudulent or collusive or coercive or restrictive practices as defined in Clause 28(ii), Sec-II(b), ITB 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 Works. The bidder undertakes to comply with the Core Labour Standards ratified by the country of India. The bidder will inform its staff about their respective obligations and about their obligation to obey the laws of the country of India.
4. I/We undertake that it, either directly in its own name or indirectly in any other name, in carrying out of its business, has not (i) been convicted by any Investigating Agencies of Central/State Government or convicted under any criminal, fraud, corruption cases against them in a court of Law as on the latest date of bid submission (ii) been involved in the corrupt or fraudulent or collusive or coercive practices as defined in Clause 28, Sec-III(ITB) 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, 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 Ministry of Power, Govt. of India, during last 5(five) years as on the latest date of submission of Bid.
6. I/We hereby undertake that, from the date of submission of our bid until the award of the contract, we shall promptly inform NEEPCO in writing of any instance of our becoming ineligible or being placed under suspension, blacklisting, or debarment from participation in or award of any tender, bid, project, or work by NEEPCO, the Ministry of Power, Government of India, any State Government, or any Ministry/Department/Organisation/Public Sector Undertaking, including any such action taken on account of default, poor performance, failure to execute awarded works, failure to fulfil contractual obligations, or abandonment of any work or contract.

220KV GIS and Pothead yard of 240
MW Heo Hydro Electric Project,
Arunachal Pradesh



Bid Document
Vol-I, Sec-VII
Bid Forms/Other Forms/ Formats
BG/Contract Agreement

Place, 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-I: CERTIFICATE REGARDING COMPLIANCE AS PER CLAUSE 6.1(iii), Sec-I (DNIB) 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. 4) dated 23.02.2023 vide No. F.7/10/2021-PPD(1) issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India. I/We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a 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-J: Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp before sending)

To,

Date:

**Executive Director, C&P Wing
NEEPCO LTD., Brookland Compound,
Lower New Colony, Shillong-793003
Email id: contract@neepco.gov.in**

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.for*to be detailed*).

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 RFP/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 hour 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, NEEPCO may debar us from participating in future tenders.

With regards

Signature with company seal

Date:

Name –

Designation within Company / Organization –

Address of Company / Organization – Company/organization

FORM OF BANK GUARANTEE (EMD)
(In lieu of earnest money to be deposited with the tender)
(To be stamped in accordance with Stamp Act)

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

Date.....

To,

.....
.....
.....

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

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

Now, therefore this witnesseth:-

We, the

(Name & address of the Bank)

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

That it shall in the event of the contractor failing to keep open the tender for acceptance for a period ofmonths from the date of opening of tender and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30(Thirty) days from the date of acceptance of the tender or to renew this Guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demur, reservation, contest, recourse or protest and or without any reference to the contractor and without waiting for the results of any litigation, dispute whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation the sum of Rs.....(Rupees) only.

.....

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

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

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

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

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

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

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

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

Notwithstanding, anything contained hereto before it is mutually agreed:

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

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

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

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any

other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

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

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

Witness

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

.....
(Name) (Name)

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

.....
(Official Address)

..... Dated

- Note:-
- (1) The BG shall be submitted from a Nationalized Bank/ Scheduled Bank in India
 - (2) The State Bank of India (SBI), Shillong is the Bank Guarantee advising bank for NEEPCO. The Bank Guarantee issuing Bank will have to map SBI, Shillong for confirmation through SFMS mode. The Account details of NEEPCO with SBI, Shillong are as under:
 - i) Name as per Bank record: North Eastern Electric Power Corporation Ltd
 - ii) Account No. : 10881522463
 - iii) Type of Account: Cash Credit A/c
 - iv) IFSC code: SBIN0000181

FORMAT OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT/BID SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract, NIB No.)

To:

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

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid") KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto NEEPCO Ltd. (hereinafter called "the Employer") for the sum of..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder

(a) withdraws or modifies its Bid during the period of bid validity,

Or

(b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

(a) fails or refuses to sign the Contract Agreement when required,

or

(b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 45 days after the period

.....

of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

_____ in the
capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.
Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting

Procurement of Transformers for Heo Hydro
Electric Project (240 MW), Arunachal
Pradesh



ISO: 9001, 14001,
& 45001

Bid Document

Vol-I, Sec-VII

Bid Forms/Other Forms/ Formats
BG/Contract Agreement

tenders) with forwarding letter.

Proforma of Bank Guarantee for Contract Performance

(To be stamped in accordance with Stamp Act)

Ref.....

Bank Guarantee No.....

Date

To,

.....
.....

Dear Sir,

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

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

(Scope of the Contract)

and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to **10(Ten) percent** of the said value of the Contract to the Purchaser.

We

(Name and address of the Bank)

having registered Office at (hereinafter referred to as the “Bank” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors or and assigns) do hereby guarantee and undertake to pay the purchaser, on demand any and all money payable by the Contractor to the extent of as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agree that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

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

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

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

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

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

Dated this day of2025 at

Witness

.....

(Signature)

.....

(Name)

.....

(Signature)

.....

(Name)

Designation with Bank Stamp

Authority as per Power

Of attorney No.....

.....

(Official Address)

Dated

.....

- Note; (1) This sum shall be five percent (10%) of the “Contract Price”.
- (2) The date of validity of this Bank Guarantee will be ninety (90) days after the end of the warranty period or as specified in the Contract.
- (3) The BG shall be submitted from a Nationalized Bank/ Scheduled Bank in India
- (4) The State Bank of India (SBI), Shillong is the Bank Guarantee advising bank for NEEPCO. The Bank Guarantee issuing Bank will have to map SBI, Shillong for confirmation through SFMS mode. The Account details of NEEPCO with SBI, Shillong are as under:
- (i) Name as per Bank record: North Eastern Electric Power Corporation Ltd
 - (ii) Account No. : 10881522463
 - (iii) Type of Account: Cash Credit A/c
 - (iv) IFSC code: SBIN0000181

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be submitted by the Contractor)

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

(Insurance Surety Bond No.....)

Date.....

(Name of the Contract, Contract Order No., & NIB No)

To:

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

Dear Sir(s),

In consideration of the ... [Employer's Name]..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[Contractor's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Intent(LOI/Detailed Work Order) No..... dated..... and the same having been acknowledged by the Contractor, for -----[Contract Amount in figures and words] for[Name of the Works] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....of the said value of the aforesaid Works under the Contract to the Employer.

We[Name & Address of the Insurance Company] ..'..... having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the

Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this ISD against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

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

Dated thisday of 20..... at.....

WITNESS .

Signed for and on behalf of the Insurance
Company

1.
(Signature)
.....
(Name)

1.
(Signature)
.....
(Name)

Notes:

1. (*) This sum shall be percent of the Contract Amount denominated in the types and proportions of currencies as guided by Clause 4 of Vol-I, Section-IV, GCC.
(@) This date shall be initially valid for such period to cover 90 (ninety) days after the warranty period as per Agreement.

(+) This date will be guided by Clause 4 of Vol-I, Section-IV, GCC.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp

Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be submitted by the Partners of Joint Venture/Consortium)

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

(Insurance Surety Bond No.....)

Date.....

(Name of the Contract, Contract Order No., & NIB No)

To:

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

Dear Sir(s),

In consideration of the ... [Employer's Name]..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[Contractor's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Intent(LOI/Detailed Work Order) No..... dated..... and the same having been acknowledged by the Contractor, for -----[Contract Amount in figures and words] for[Name of the Works] and the Contractor having agreed to provide a Contract Performance Guarantee in the name of individual partner of JV in proportion of their participation share in JV for the faithful performance of the entire Contract equivalent to(*).....of the said value of the aforesaid Works under the Contract to the Employer.

We[Name & Address of the Insurance Company] ..'..... having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor (individual partners of JV). Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor (individual partners of JV). The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between

the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this ISD against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor (individual partners of JV) and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's (individual partner's in case of JV) liabilities.

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

Dated thisday of 20..... at.....

WITNESS .

Signed for and on behalf of the Insurance
Company

1.
(Signature)
.....
(Name)

1.
(Signature)
.....
(Name)

Notes:

1. (*) This sum shall be percent of the Contract Amount denominated in the types and proportions of currencies as guided by Clause 4 of Vol-I, Section-IV, GCC..

(@) This date shall be initially valid for such period to cover 90 (ninety) days after the warranty period as per Agreement.

(+)This date will be guided by Clause 4 of Vol-I, Section-IV, GCC.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of

- India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.
3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
 4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

Proforma of Bank Guarantee for Down Payment

(To be stamped in accordance with Stamp Act)

Ref:..... Bank Guarantee No:.....

Date:.....

To

.....
.....
.....

Dear Sir,

In consideration of the North Eastern Electric Power Corporation Ltd.; (hereinafter referred to as the “Purchaser” which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators or and assigns) having awarded to M/s with its registered office at.....(herein after referred to as the “Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors or and assigns) a contract (hereinafter referred as the Contract) for theon terms and conditions set out,

(Scope of work)

inter-alia in the Purchaser’s Letter of Intent No.dated valued at Rs.....(Rupees) only and the Purchaser having agreed to make down payment of Rs..... (Rupees.....) only for utilising it for the purpose of the contract on his furnishing a guarantee as herein provided from a Nationalised Bank/Scheduled Bank.

We,(Name and address of the Bank)
(herein-after called to as the said Bank) having our registered office at.....
do hereby guarantee, the utilization of the said down payment for the purpose of the contract. If the said contractor fails to utilize the said down payment for the purpose of the contract, we,
.....

(Name of the Bank)

here by unconditionally and irrevocably undertake to pay to the Corporation on demand and without demur, reservation, contest, recourse or protest and without any reference to the Contractor and without waiting for outcome/award of any dispute, litigation whatsoever in this regard pending before any Court, Tribunal, Arbitrator etc. to the extent of the said sum of Rs..... (Rupees.....) only together with interest @ 1.5% (one point five percent) above the prime lending rate hereon as provided, according to terms and conditions of the contract, against any claim made by the Corporation on us.

.....

2. We,(Name of the Bank) further agree that the Corporation shall be sole judge of and as to whether the said Contractor has not utilised the said down payment or any part thereof for the purpose of the contract and the extent of loss or damage caused to or suffered by the Corporation on account of the said down payment not being utilized in full and decision of the Corporation that the said contractor has not utilised the said down payment or any part thereof for the purpose of the contract and as to the amount of loss or damage caused to or suffered by the Corporation shall be final and binding on us.
3. We, the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till the said down payment has been fully utilised and Corporation's claims satisfied or discharged and till Corporation certifies that the said down payment has been fully utilised by the said Contractor, and accordingly shall have no claim under this guarantee after..... months from the date of satisfactory completion of the said Contract (as per certificate issued by the Corporation) whichever is earlier unless a notice of the claim under this Guarantee has been served on the bank before the expiry of the said period ofmonths in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period of months.
4. The "Corporation" shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time, to vary any of the terms and conditions of the said contract or the down payment or to extend time of performance by the said contractor or to postpone for any time and time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or the security available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence shown by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.
5. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Corporation may be obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
6. We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

The Bank also agrees that the purchaser shall at its option be entitled to enforce this guarantee against the Bank as a principal debtor, in first instance notwithstanding any other security or guarantee that it may have in relation to the Contractor's liabilities of the said down payment

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

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

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

Dated this day of200.....at

Witness

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

Designation with
Bank Stamp.....

..... Authority as per Power of

Attorney No.....

Dated.....

Note: (1) The BG shall be submitted from a Nationalized Bank/ Scheduled Bank in India.

(2) In case of Bank Guarantee issued by a Foreign Bank/ Non- Nationalized Bank, the same shall be confirmed by the State Bank of India, London Branch or State Bank of India, New Delhi.

- (3) The State Bank of India (SBI), Shillong is the Bank Guarantee advising bank for NEEPCO. The Bank Guarantee issuing Bank will have to map SBI, Shillong for confirmation through SFMS mode. The Account details of NEEPCO with SBI, Shillong are as under:
- (i) Name as per Bank record: North Eastern Electric Power Corporation Ltd
 - (ii) Account No. : 10881522463
 - (iii) Type of Account: Cash Credit A/c
 - (iv) IFSC code: SBIN0000181

**Performance Guarantee Form for PARENT/ PRINCIPAL COMPANY /COLLABORATORS
Bank Guarantee**

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date

To,

The Executive Director
Contract & Procurement,
NEEPCO Ltd., Shillong.

Dear Sirs,

In consideration of the [Employer's Name]..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Contractor's Name] with its Registered / Head office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a Contract by issue of Employer's Letter of Award No. dated and the same having been acknowledged by the Contractor, for[Contract sum in figures and words] for [Name of the work], a subsidiary of [Name of the **PARENT/ PRINCIPAL COMPANY /COLLABORATORS**] (hereinafter referred to as the "**PARENT/ PRINCIPAL COMPANY /COLLABORATORS**"), which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), the said **PARENT/ PRINCIPAL COMPANY /COLLABORATORS** having agreed to enter into a separate Agreement No.datedwith the Employer and also agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract by the Contractor equivalent to(*)..... of the said value of the aforesaid work under the Contract to the Employer.

We [Name & Address of the Bank] having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the **PARENT/ PRINCIPAL COMPANY /COLLABORATORS** to the extent of(*)..... as aforesaid at any time up to.....(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor / **PARENT/ PRINCIPAL COMPANY /COLLABORATORS**. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the **PARENT/ PRINCIPAL COMPANY /COLLABORATORS** or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the

guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till [days/month/year] whichever is earlier.

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

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

Notwithstanding anything contained hereinabove:

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

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

WITNESS

Signed for and on behalf of the Bank

1.

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

2.
(Signature)

Including staff Authority No. with
complete Bank Address with Tel. Fax
Nos.

.....
(Name)

.....
.....

.....
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

Notes: 1. (*) This sum shall be two percent (2%) or Ten Percent (10%) of the Contract Price as the case may be.

(@) This date will be Ninety (90) days beyond the Defects liability period as specified in the Contract.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution/issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

3. In case the same is issued by a first class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank

.....

Guarantee. However, in such a case, the bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.

4. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Engineer.
5. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.
6. The State Bank of India (SBI), Shillong is the Bank Guarantee advising bank for NEEPCO. The Bank Guarantee issuing Bank will have to map SBI, Shillong for confirmation through SFMS mode. The Account details of NEEPCO with SBI, Shillong are as under:
 - (i) Name as per Bank record: North Eastern Electric Power Corporation Ltd
 - (ii) Account No. : 10881522463
 - (iii) Type of Account: Cash Credit A/c
 - (iv) IFSC code: SBIN0000181

FORMAT OF CONTRACT AGREEMENT

This Contract Agreement entered into this Day of.....at between North Eastern Electric Power Corporation Limited with registered office at Brookland Compound, Lower New Colony, Shillong-793003, Meghalaya, India on one part, hereinafter called the “Purchaser”, which expression shall include their executors, administrators, successors and assignees, and on the other part, hereinafter called the “Contractor” which expression shall include their executors, administrators, successors and assignees.

WHEREAS the Purchaser has accepted the offer of the Contractor bearing Bid ID No..... dated and as submitted Online against Bid No..... dated..... and whereas the Purchaser has decided to award the work of “..... Scope of Work.....

WHEREAS the Purchaser has decided to execute the work as enumerated and referred to in the Notice Inviting Bids, Instruction to Bidders, General Terms and Conditions of Contract, Erection Conditions of Contract, Technical Specifications, Bid Forms and Other Forms, Data Sheet, Price Schedule, Security Forms, Corrigenda and Clarifications issued thereto (hereinafter called the ‘Bid Documents’) for the ‘Work’ issued by the Corporation and whereas the terms and conditions stipulated in the Bid Document for the said Work are accepted by the Contractor.

IT IS AGREED that the Contractor shall furnish equipment and services as described in the attached contract documents and shall furnish construction tools, equipment and plant for and in connection with the erection of the equipment described in the attached “Contract Documents” referred to in Article below.

THEREFORE THIS DEED WITNESSETH AS UNDER:

Article 1.0 : Award of Contract .

1.1 NEEPCO has awarded the work to the Contractor, vide LOI/Detailed Order. Dated: and the documents referred to therein. The award has taken effect from i.e., the date of issue of the aforesaid Contract. The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the “Contract Documents”.

1.2 Contractor’s Acceptance of Letter of Intent of the Purchaser conveyed vide letter no.

Article 2.0: Contract Documents

1.1 The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as the “Contract Documents”).

The Contract Documents (...No of Books/Vols....) include following Bid Documents in the increasing order of priority (The document listed last shall have priority over the other documents).

- i. NIB and Detailed Bid Document
- ii. Contractor’s Queries and Corrigenda, Clarification from Purchaser on Pre-Bid Documents

- iii. Contractor's Techno-commercial and Price Offer
- iv. Post Bid communication with Contractor
- v. LOI/Detailed Order... .. dated.....
- vi. Contractor's acceptance to the LOI/Detailed Order
- vii. Contract Performance Guarantee
- viii. Post Award Correspondences
- ix. Power of Attorney
- x. Stamped Contract Agreement

These documents shall be read as an integral part of this contract.

Article No. 3.0: Conditions and Covenants:

3.1 All the terms and conditions as contained in the contract documents shall be read in conjunction with the amendments and clarifications issued by NEEPCO at various stages before finalization of this contract. The contract shall be duly governed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2 The above contract shall also include furnishing of all such items, which are not specifically mentioned in the contract document but essential for completion and successful operation of the plant unless otherwise specifically excluded in the bid document.

3.3 Completion Schedule:

Time is the essence of the contract and schedules shall be strictly adhered to. Contractor shall perform the work in accordance with the agreed schedule as per Clause No..... of NEEPCO's LOI/Detailed Order No... ..Dtd.....

3.4 It is expressly understood by the Contractor that the scope of works as described in the CONTRACT are indicative. For clarification, the composite scope shall be as described in the NIB, Purchaser's bid document and subsequent amendment if any, issued by the Purchaser.

3.6 The Contractor guarantees that in the event of delay in completion of work beyond stipulated time schedules the Purchaser shall be entitled to be paid liquidated damages in terms of Clause No....., of the Detailed Bid Document. The amount of liquidated damages so leviable shall be in accordance with the Contract documents and subsequent amendments, if any.

3.7 It is further agreed by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Purchaser's right to recover the damages/compensation due to delay in completion as stated in para 3.6 above or under any other clause of the agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee and/or otherwise. The Contract Performance Guarantee furnished by the Contractor is irrevocable and unconditional and the Purchaser shall

have the powers to invoke it notwithstanding any dispute or difference between the Purchaser and the Contractor pending before any court, tribunal, arbitrator or any other authority.

3.8 It is expressly understood and agreed by and between the purchaser and the Contractor that the Purchaser is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Purchaser is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of contract law. The Contractor expressly agrees, acknowledges and understands that the purchaser is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Contractor expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counterclaims against the Govt. of India arising out of this Contract and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising out of /or under this agreement.

3.9 It is expressly understood and agreed by and between the purchaser and the Contractor that all other terms and conditions though not specifically mentioned herein, but indicated in the Contract Document shall also form an integral part of the contract and will be binding on both the parties.

Article 4.0: Contract Price :

The Total Contract Price for the entire scope of work under the Contract shall be Rs..... Only, inclusive of GST.

The Basic Prices shall be on basis, as per detailed at of Detail Break-Up of Prices.

Article 5.0: Terms of Payment:

This shall be strictly as per clause No. of NEEPCO's LOI/Detailed Order No

Article 6.0: Mode of Payment:

This shall be strictly as per clause No. of NEEPCO's LOI/Detailed Order No... ..

Article 7.0: Deduction from Contract Price:

Deduction from Contract Price shall be as per provisions of clause No. of NEEPCO's bid document.

Procurement of Transformers for Heo Hydro Electric Project (240 MW), Arunachal Pradesh	 ISO: 9001, 14001, & 45001	Bid Document Vol-I, Sec-VII Bid Forms/Other Forms/ Formats BG/Contract Agreement
--	--	---

Article 8. 0: Consignee /Engineer-in-charge:

Supply/Erection, testing and commissioning of Equipment and Spares under the scope of work shall be consigned to the following address:

The Head of Project / The Engineer-in-Charge (E-I-C),

.....

Arunachal Pradesh

OR

Any of his authorized representatives to be intimated later on.

Article 9.0: Spares:

All the Spares for the equipment under this contract will strictly conform to the Specifications and will be identical to the corresponding main equipment /components supplied under the Contract and shall be fully interchangeable.

Article 10.0: Settlement of Disputes:

Disputes, if any, arising out of the Contract shall be regulated by clause numbers of NEEPCO's bid documents.

Article 11.0: Notice of Default:

This shall be as per Clause No. of NEEPCO's bid documents.

Now this agreement witnesses and it is hereby agreed and decided as follows:

In consideration of payments to be made to the Contractor by the Corporation as herein mentioned, the Contractor hereby covenants with the Corporation, its successors and assigns that the Contractor shall do and perform the said works and things in the Contract mentioned and described or which are implied there from or therein respectively within and at the times and in the manner and subject to the terms, conditions, stipulations and specifications mentioned in the Bid Document and in consideration of the due provisions, supervision, execution, construction and completion of the said works and the performance guarantee thereof as aforesaid, the Corporation covenants with the Contractor to pay the Contractor the sums as per Price schedules mentioned in the detailed Order and such other sums as may become payable, such payment to be made at such time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF the parties to this Agreement have hereunder affixed their respective signatures on the day and year mentioned above.

1. WITNESS (Name and Address)

.....
.....

(Purchaser's Signature)

Executive Director
Contracts and Procurement
NEEPCO Ltd, Shillong

.....

2. WITNESS (Name and Address)

.....

.....

1. WITNESS (Name and Address)

(Contractor's Signature)

.....

(Designation)

.....

(Name)

(Common Seal)

2. WITNESS (Name and Address)

.....

.....

INDEMNITY BOND (A)

PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER BY NEEPCO FOR PERFORMANCE OF ITS CONTRACT

(Entire equipment in one lot)

(On non judicial stamped paper of appropriate value)

This INDEMNITY BOND is made this Day of ... 200 ... by Accompany registered under the Companies Act 1956/Partnership Firm/Proprietary concern having its Registered office at (hereinafter called as “Contractor” or “Obligor” which expression shall include its successors and permitted assigns) in favour of North Eastern Electric Power Corporation Limited , a company incorporated under the Companies Act, 1956, having its registered office at Lower New Colony, Brookland Compound, Shillong – 793003, Meghalaya, and its project at(hereinafter called “NEEPCO” which expression shall include its successors and assigns):

WHEREAS NEEPCO has awarded to the contractor a Contract for Vide its letter of Award/Contract No. dated And its amendment no..... (applicable when amendments have been issued (hereinafter referred to as the “Contract”) in terms of which NEEPCO is required to hand over various equipment to the Contractor for execution of the Contract.

AND WHEREAS by virtue of Clause No. Of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of NEEPCO for the equipment handed over by NEEPCO for the purposes of performance of the Contract/erection portion of the Contract (hereinafter called the ‘Equipment’)

NOW THEREFORE, this Indemnity Bond witnesseth as follows:

- 1.That in consideration of various equipment as mentioned in the Contract, valued at Rs.(Rupees), handed over to the Contractor for the purpose of performance of the Contract the Contractor hereby undertakes to indemnify and shall keep NEEPCO indemnified, for the full value of the equipment. The Contractor hereby acknowledges actual receipt of the equipment etc., as per the dispatch title documents handed over to the Contractor as detailed in the Schedule appended hereto. The Contractor shall hold such equipment, etc., in trust as a “Trustee” for and on behalf of NEEPCO.
- 2.That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the equipment at NEEPCO project site against all risks whatsoever till the equipment are duly used/erected in accordance with the terms of the Contract and the plant duly erected and commissioned in accordance with the terms of the Contract, is taken over by NEEPCO. The Contractor undertakes to keep NEEPCO harmless against any loss or damage that may be caused to the equipment.

- 3.The Contractor undertakes that the equipment shall be used exclusively for and conditions and no part of the equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes including legal/penal consequences.
- 4.That NEEPCO is and shall remain the exclusive purchaser of the equipment free from all encumbrances, charges or liens of any kind whatsoever. The equipment shall at all times be opened to inspection and checking by Engineer in Charge/Engineer or other employees/agents authorized by him in this regard. Further, NEEPCO shall always be free at all times to take possession of the equipment in whatever form the equipment may be, if in its opinion, the equipment are likely to be endangered, misutilized or converted to uses other than those specified in the contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions or demands of NEEPCO to return the equipment without any demur or reservation.
- 5.That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the equipment or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer in Charge/Engineer of NEEPCO as to the assessment of loss or damage to the equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged equipment at its own cost and/or shall pay the amount of the loss to NEEPCO without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to NEEPCO against the Contractor under the Contract and under this Indemnity Bond.
- 6.NOW THE CONDITION of this bond is that of the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of NEEPCO, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF , the Contractor has hereunto set its hand through its authorized representative under the common seal of the company, the day, month and year first above mentioned.

SCHEDULE

Particulars of Equipment handed over	Quantity	Particulars of	Despatch	Title
Document	Value of shipment	Signature of Attorney in token of receipt		
	RR/GR Carrier No.			

Date:

Bill of Lading

For and on behalf of

M/S

WITNESS

- I. 1. Signature
2. Name
3. Address

Signature
Name
Designation
Authorized Representative *

- II. 1. Signature
2. Name

(Common Seal)
(In case of Company)

1. Address

Indemnity Bonds are to be executed by the authorized persons and (I) In case of the Contracting Company under common seal of the Company or (II) having the power of attorney issued under common seal of the company with authority to execute indemnity bonds, (III) in case of (II), the original power of attorney if it is specially for the contract or a photocopy of the power of attorney if it is general power of attorney and such documents should be attached to Indemnity Bond.

INDEMNITY BOND (B)

PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER/ AND TO BE HANDED OVER IN INSTALMENT BY NEEPCO FOR PERFORMANCE OF ITS CONTRACT

(On non judicial stamped paper of appropriate value)

This INDEMNITY BOND is made this Day of ... 200 ... by Accompany registered under the Companies Act 1956/Partnership Firm/Proprietary concern having its Registered office at (hereinafter called as “Contractor” or “Obligor” which expression shall include its successors and permitted assigns) in favour of North Eastern Electric Power Corporation Limited , a company incorporated under the Companies Act, 1956, having its registered office at Lower New Colony, Brookland Compound, Shillong – 793003, Meghalaya, and its project at(hereinafter called “ NEEPCO” which expression shall include its successors and assigns):

WHEREAS NEEPCO has awarded to the contractor a Contract for Vide its letter of Award/Contract No. dated And its amendment no..... (applicable when amendments have been issued (hereinafter referred to as the “Contract”) in terms of which NEEPCO is required to hand over various equipment to the Contractor for execution of the Contract.

AND WHEREAS by virtue of Clause No. Of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of NEPCO for the equipment handed over by NEEPCO for the purposes of performance of the Contract/erection portion of the Contract (hereinafter called the ‘Equipment’)

NOW THEREFORE, this Indemnity Bond withneseth as follows:

- 1.That in consideration of various equipment as mentioned in the Contract, valued at Rs. ...(Rupees), handed over to the Contractor in installments from time to time for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep NEEPCO indemnified, for the full value of the equipment. The Contractor hereby acknowledges actual receipt of initial installments of the equipment etc., as per the details in the Schedule appended hereto. Further, the contractor agrees to acknowledge receipt of the subsequent installments of the equipments etc in the form of schedules consecutively numbered which shall be attached to this indemnity bond so as to form integral parts of this bond. The Contractor shall hold such equipment, etc., in trust as a “Trustee” for and on behalf of NEEPCO.
- 2.That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the equipment at NEEPCO project site against all risks whatsoever till the equipment are duly used/erected in accordance with the terms of the Contract and the plant duly erected and commissioned in accordance with the terms of the Contract, is taken over by NEEPCO. The Contractor undertakes to keep NEEPCO harmless against any loss or damage that may be caused to the equipment.

- 3.The Contractor undertakes that the equipment shall be used exclusively for and conditions and no part of the equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes including legal/penal consequences.
- 4.That NEEPCO is and shall remain the exclusive purchaser of the equipment free from all encumbrances, charges or liens of any kind whatsoever. The equipment shall at all times be opened to inspection and checking by Engineer in Charge/Engineer or other employees/agents authorized by him in this regard. Further, NEEPCO shall always be free at all times to take possession of the equipment in whatever form the equipment may be, if in its opinion, the equipment are likely to be endangered, misutilized or converted to uses other than those specified in the contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions or demands of NEEPCO to return the equipment without any demur or reservation.
- 5.That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the equipment or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer in Charge/Engineer of NEEPCO as to the assessment of loss or damage to the equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged equipment at its own cost and/or shall pay the amount of the loss to NEEPCO without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to NEEPCO against the Contractor under the Contract and under this Indemnity Bond.
- 6.NOW THE CONDITION of this bond is that of the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of NEEPCO, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF , the Contractor has hereunto set its hand through its authorized representative under the common seal of the company, the day, month and year first above mentioned.

SCHEDULE

Particulars of Equipment handed over	Quantity	Particulars of	Despatch	Title
Document	Value of shipment	Signature of Attorney in token of receipt		
	RR/GR Carrier No.			

Date:

Bill of Lading

Bill of Lading :

(Please number subsequent schedules)

For and on behalf of

M/S

WITNESS

- I. 1. Signature
 2. Name
 3. Address

Signature
Name
Designation
Authorized Representative *

- II. 1. Signature
 2. Name

(Common Seal)
(In case of Company)

1. Address

Indemnity Bonds are to be executed by the authorized persons and (I) In case of the Contracting Company under common seal of the Company or (II) having the power of attorney issued under common seal of the company with authority to execute indemnity bonds, (III) in case of (II), the original power of attorney if it is specially for the contract or a photocopy of the power of attorney if it is general power of attorney and such documents should be attached to Indemnity Bond.

FORM OF TRUST

FORM OF TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED FROM NORTH EASTERN ELECTRIC POWER CORPORATION LTD UNDER CONTRACT NO.

We M/S having our principal place of business at
.....Have been awarded a contract no. dated for
.....by M/S North Eastern Electric Power
Corporation Ltd., Shillong.

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of Title /RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as “Trustee” of North Eastern Electric Power Corporation Ltd. The materials etc so received by us shall be exclusively used in the successful performance of the aforesaid contract and for no other purpose whatsoever. WE undertake not to create any charge, lien or encumbrance over the aforesaid materials etc in favour of any other person/institution(s), banks.

For M/s

Dated

(Authorised Signatory)

Place

Seal of company.

**FORMAT FOR DEED OF JOINT UNDERTAKING
TO BE EXECUTED BY THE BIDDER ALONGWITH COLLABORATOR / PARENT / PRINCIPAL WHO HAS
BEEN ASSOCIATED FOR TECHNOLOGICAL SUPPORT
AS STIPULATED IN ROUTE-2 OR ROUTE-3 OF THE TECHNICAL QUALIFYING REQUIREMENTS
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

This DEED OF UNDERTAKING executed this day of..... Two Thousand by M/s....., a Company incorporated under having its Registered Office at hereinafter called the “**Bidder / Manufacturer**” and also called “**Contractor**” in the event of award of work, which expressions shall include its successors, administrators, executors and permitted assigns and M/s., registered under the Indian Companies Act of 1956 or 2013, as the case may be, and having its Registered Office at hereinafter called the “**Collaborator / Parent / Principal**” which expression shall include its successors, administrators, executors and permitted assigns, in favour of **North Eastern Electric Power Corporation Limited**, a Company incorporated under the Indian Companies Act of 1956 having its registered office at **Brookland Compound, Lower New Colony, Laitumkhrah, Shillong, Meghalaya, India, PIN:793003** (hereinafter called the “**Employer**” which expression shall include its successors, executors and permitted assigns)

WHEREAS the **Employer** invited Bid as per its Specification No. for the execution of (*insert name of the package alongwith project name*)

AND WHEREAS Clause No., Section, of, Vol.–... forming part of the Bidding Documents inter-alia stipulates that the **Bidder / Manufacturer** along with its **collaborator / parent / principal** must fulfil the qualifying requirements and be jointly and severally bound and responsible for the successful performance of the GIS Equipment (s) under the Contract.

AND WHEREAS the **Bidder / Manufacturer** proposes to submit its Bid to the Employer based on above stipulation and is required to furnish this Deed of Undertaking to be enforceable in the event of the award of the Contract by the Employer.

AND WHEREAS the **Bidder / Manufacturer** and the **Collaborator / Parent / Principal** are therefore executing this irrevocable Deed of Joint Undertaking that they shall be held jointly and severally liable and bound unto the Employer for successful performance of the GIS Equipment (s) of the Contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per the Contract.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1. In the event of award of Contract by the Employer to the **Bidder / Manufacturer** (hereinafter referred to as the “Contract”) we, the **Bidder / Manufacturer** and the **Collaborator / Parent / Principal** do hereby agree and undertake that we shall be jointly and severally bound unto the Employer, for the

- guaranteed quality, timely supply, successful performance and warranty obligations as per the contract.
2. In case of any breach of the Contract committed by the **Contractor**, we, the **Collaborator / Parent / Principal** do hereby undertake, declare and confirm that we shall be fully responsible for design, manufacturing, erection, testing and commissioning of complete GIS Equipment (s) being supplied under the Contract and undertake to carry out all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the **Contractor's** obligations and responsibilities stipulated in the Contract with respect to GIS Equipment (s) being supplied under the Contract. Further, if the Employer sustains any loss or damage on account of any breach with respect to GIS Equipment (s) being supplied under the Contract, we, the **Collaborator / Parent / Principal** and the **Contractor**, jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
 3. In the event of award of contract to the **Bidder / Manufacturer** by the **Employer**, without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the **Bidder / Manufacturer** hereby agrees to ensure the following:
 - 3.1 The **Collaborator / Parent / Principal** will be fully responsible for design, engineering, manufacture, erection, testing, commissioning and putting into satisfactory operation of complete GIS Equipment (s) to the satisfaction of the Employer.
 - 3.2 The **Collaborator / Parent / Principal** shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer to facilitate the successful performance of switchyard with respect to GIS Equipment (s) as stipulated in the Contract
 - 3.3 In the event the **Collaborator / Parent / Principal** and the **Bidder / Manufacturer** fail to demonstrate successful performance of GIS Equipment (s), the **Collaborator / Parent / Principal** and the **Bidder / Manufacturer** shall promptly carry out all the corrective measures at their own expenses and shall promptly provide corrected designs to the Employer.
 4. In case of any issue related to failure and repair of GIS equipment, the **Bidder / Manufacturer** and the **Collaborator / Parent / Principal** shall ensure the following:
 - 4.1 The Service Engineer(s) of Collaborator / Parent / Principal shall be deputed to concerned site within 24 Hours plus actual journey time to attend the problem after receiving the information of the same from Employer.
 - 4.2 The **Collaborator / Parent / Principal** shall ensure ready availability in their Indian works at least one no. of each type of GIS Module used in the installation under the Contract.
 5. As a security, the **Collaborator / Parent / Principal** shall, apart from the Contract Performance Guarantee to be submitted by the **Contractor**, furnish a Contract Performance Guarantee in favour of the **Employer**, for an amount equivalent to Ten Percent (10%) of the Ex-works Cost quoted by the bidder for the GIS and GIB Equipments to be supplied under the contract, in the event of award of

- work by the Employer to the **Bidder / Manufacturer**. This guarantee shall be unconditional, irrevocable and valid for the entire period of currency of the contract, namely till the end of defect liability period.
6. This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Meghalaya shall have exclusive jurisdiction in all matters arising under the Undertaking.
 7. We further agree that this undertaking shall be without any prejudice to the various liabilities and obligations of the **Contractor**, under the Contract.
 8. We, the **Collaborator / Parent / Principal** and the **Bidder / Manufacturer** 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 the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the **Bidder / Manufacturer** and the **Collaborator / Parent / Principal** have through their Authorized Representatives executed these presents and affixed common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS

[For Bidder / Manufacturer]

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company

WITNESS

[For Collaborator / Parent / Principal]

Signature

(Signature of the authorized representative)

Name

Name

Procurement of Transformers for Heo Hydro
Electric Project (240 MW), Arunachal
Pradesh



Bid Document
Vol-I, Sec-VII
Bid Forms/Other Forms/ Formats
BG/Contract Agreement

Office Address

Common Seal of Company

Note:

1. For the purpose of executing the Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant.
2. The Undertaking shall be signed on all the pages by the authorised representative(s) of the **Bidder / Manufacturer** and the **Collaborator / Parent / Principal** and should invariably be witnessed.
3. This Deed of Undertaking, attested by the Notary Public of the place(s) of the respective executant(s), or Registered with the Indian Embassy / High Commission in the country shall be submitted by the bidder along with the bid, failing which the EMD of the bidder may be forfeited.

**FORMAT FOR DEED OF JOINT UNDERTAKING
TO BE EXECUTED BY THE BIDDER ALONGWITH GIS MANUFACTURER
WHO HAS BEEN ASSOCIATED FOR SOURCING OF GIS AND GIB EQUIPMENT
AS STIPULATED IN ROUTE-4 OF THE TECHNICAL QUALIFYING REQUIREMENTS**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This DEED OF UNDERTAKING executed this day of..... Two Thousand by M/s....., a Company incorporated under having its Registered Office at hereinafter called the “**Bidder**”, and also called the “**Contractor**” in the event of award of work, which expression shall include its successors, administrators, executors and permitted assigns and M/s., registered under the Indian Companies Act of 1956 or 2013, as the case may be, and having its Registered Office at hereinafter called the “**GIS Manufacturer**” which expression shall include its successors, administrators, executors and permitted assigns, in favour of **North Eastern Electric Power Corporation Limited**, a Company incorporated under the Indian Companies Act of 1956 having its registered office at **Brookland Compound, Lower New Colony, Laitumkhrah, Shillong, Meghalaya, India, PIN:793003** (hereinafter called the “Employer” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “Employer” invited Bid as per its Specification No. for the execution of (*insert name of the package alongwith project name*)

AND WHEREAS Clause No., Section, of, Vol.–... forming part of the Bidding Documents inter-alia stipulates that the Bidder can also participate provided the Bidder meets the requirement and associates with a **Indian GIS Manufacturer** for sourcing of GIS equipment, *who meets the stipulated requirement of the Technical Qualifying Requirements as laid out in Route-1, or Route-2 or Route-3, AND submit along with the bid a legally enforceable Joint Deed of Undertaking in which the Bidder and the GIS Manufacturer shall undertake to be jointly and severally bound and responsible for the successful performance of the GIS Equipment (s) under the Contract.*

AND WHEREAS the Bidder proposes to submit its bid to the Employer based on above stipulation and has agreed to furnish this Deed of Undertaking to be enforceable in the event of the award of the Contract by the Employer.

AND WHEREAS the **Bidder** and **GIS Manufacturer** are therefore executing this irrevocable Deed of Joint Undertaking that they shall be held jointly and severally liable and bound unto the Employer for successful performance of the GIS Equipment (s) of the Contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per the Contract.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

.....

1. In consideration of the award of Contract by the Employer to the **Bidder** (hereinafter referred to as the "Contract") we, the **Bidder/Contractor** and the **GIS Manufacturer** do hereby agree and undertake that we shall be jointly and severally responsible to the Employer for design, manufacture, supply, erection, testing and commissioning of complete GIS Equipment(s) under the Contract and perform all obligations including the technical guarantee for the GIS Equipment(s) being supplied by us.
2. In case of any breach of the Contract committed by the **Bidder/Contractor**, we, the **GIS Manufacturer** do hereby undertake, declare and confirm that we shall be fully responsible for design, manufacturing, erection, testing and commissioning of complete GIS Equipment (s) being supplied by us under the Contract and undertake to carry out all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract with respect to GIS Equipment (s) being supplied by us under the Contract. Further, if the Employer sustains any loss or damage on account of any breach with respect to GIS Equipment (s) being supplied by us under the Contract, we, the **GIS Manufacturer** and the **Bidder/Contractor**, jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
3. Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Bidder/Contractor hereby agrees to ensure the following:
 - 3.1 The **GIS Manufacturer** will be fully responsible for design, engineering, manufacture, erection, testing, commissioning and putting into satisfactory operation of complete GIS Equipment (s) to the satisfaction of the Employer.
 - 3.2 The **GIS Manufacturer** shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the **Contractor / GIS Manufacturer** to facilitate the successful performance of switchyard with respect to GIS Equipment (s) as stipulated in the Contract.
 - 3.3 In the event the **GIS Manufacturer** and the **Contractor** fail to demonstrate successful performance of GIS Equipment (s), the **GIS Manufacturer** and the **Bidder/Contractor** shall promptly carry out all the corrective measures at their own expenses and shall promptly provide corrected designs to the Employer.
 - 3.4 The **Bidder/Contractor** and **GIS Manufacturer** will be fully responsible for the quality of all equipment/main assemblies/components manufactured at their works or at their vendor's works or fabricated/constructed at site, and their repairs or replacement if necessary for incorporation on the switchyard with respect to GIS Equipment (s) of the Contract and timely delivery thereof the meet the completion schedule under the Contract.
4. In case of any issue related to failure and repair of GIS equipment, the **Bidder/Contractor** and the **GIS Manufacturer** shall ensure the following:

- 4.1 The Service Engineer(s) of **GIS Manufacturer** or **Collaborator / Parent / Principal** shall be deputed to concerned site within 24 Hours plus actual journey time to attend the problem after receiving the information of the same from Employer.
- 4.2 The **GIS Manufacturer** shall ensure readily availability in their Indian works at least one no. of each type of GIS Module used in the installation under the Contract.
5. This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Meghalaya—shall have exclusive jurisdiction in all matters arising under the Undertaking.
6. As a security, the **Manufacturer** shall, apart from the Contract Performance Guarantee to be submitted by the **Contractor**, furnish a Contract Performance Guarantee in favour of the **Employer**, for an amount equivalent to Two Percent (2%) of the total cost of manufacture, supply, Freight & Insurance, and Erection, Testing & Commissioning of the GIS and GIB Equipments quoted by the bidder for the GIS and GIB Equipments to be supplied under the contract, in the event of award of work by the Employer to the **Bidder / Manufacturer**. This guarantee shall be unconditional, irrevocable and valid for the entire period of currency of the contract, namely till the end of defect liability period.
7. We further agree that this undertaking shall be without any prejudice to the various liabilities and obligations of the **Bidder/Contractor**, under the Contract.
8. We, the **GIS Manufacturer** and **Bidder** 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 the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the **Bidder** and the **GIS Manufacturer** have through their Authorized Representatives executed these presents and affixed common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS

[For Bidder]

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company

WITNESS

[For **GIS Manufacturer**]

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company

Note:

4. For the purpose of executing the Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant.
5. The Undertaking shall be signed on all the pages by the authorised representative(s) of the **Bidder** and the **Manufacturer** and should invariably be witnessed.
6. This Deed of Undertaking, attested by the Notary Public of the place(s) of the respective executant(s), or Registered with the Indian Embassy / High Commission in the country shall be submitted by the bidder along with the bid, failing which the EMD of the bidder may be forfeited.

**FORMAT FOR DEED OF JOINT UNDERTAKING
TO BE EXECUTED BY THE MANUFACTURER AND QUALIFYING AS PER ROUTE 2 OR ROUTE 3
ALONGWITH COLLABORATOR / PARENT / PRINCIPAL WHO HAS BEEN ASSOCIATED FOR
TECHNOLOGICAL SUPPORT
AS STIPULATED IN ROUTE-4 OF THE TECHNICAL QUALIFYING REQUIREMENTS**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This DEED OF UNDERTAKING executed this day of..... Two Thousand by M/s....., a Company incorporated under having its Registered Office at hereinafter called the “**Manufacturer**” which expression shall include its successors, administrators, executors and permitted assigns and M/s., registered under the Indian Companies Act of 1956 or 2013, as the case may be, and having its Registered Office at hereinafter called the “**Collaborator / Parent / Principal**” which expression shall include its successors, administrators, executors and permitted assigns, in favour of **North Eastern Electric Power Corporation Limited**, a Company incorporated under the Indian Companies Act of 1956 having its registered office at **Brookland Compound, Lower New Colony, Laitumkhrach, Shillong, Meghalaya, India, PIN:793003** (hereinafter called the “Employer” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “Employer” invited Bid as per its Specification No. for the execution of (*insert name of the package alongwith project name*)

AND WHEREAS, (Name & Address of **Bidder**), hereinafter called the “**Bidder**” and also called the “**Contractor**” in the event of award of work, which expression shall include its successors, administrators, executors and permitted assigns, proposes to submit Bid for the abovementioned work and has approached the **Manufacturer** for manufacture of the GIS and GIB Equipments required for the said work,

AND WHEREAS Clause No., Section, of, Vol.–... forming part of the Bidding Documents inter-alia stipulates that the **Manufacturer** along with its **collaborator / parent / principal** must fulfil the qualifying requirements and be jointly and severally bound and responsible for the successful performance of the GIS Equipment (s) under the Contract.

AND WHEREAS the **Manufacturer** proposes to manufacture the GIS and GIB Equipments required for the abovementioned work to enable the **Bidder** to submit their Bid to the Employer based on above stipulation and is required to furnish this Deed of Undertaking to be enforceable in the event of the award of the Contract by the Employer.

AND WHEREAS the **Manufacturer** and the **Collaborator / Parent / Principal** are therefore executing this irrevocable Deed of Joint Undertaking that they shall be held jointly and severally liable and bound unto the Employer for successful performance of the GIS Equipment (s) of the Contract fully meeting the stipulated technical requirements, guaranteed parameters and characteristics as per the Contract.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1. In the event of award of Contract by the Employer to the **Bidder** (hereinafter referred to as the "Contract") we, the **Manufacturer** and the **Collaborator / Parent / Principal** do hereby agree and undertake that we shall be jointly and severally bound unto the Employer, for the guaranteed quality, timely supply, successful performance and warranty obligations as per the contract.
2. In case of any breach of the Contract committed by the **Contractor**, we, the **Manufacturer** and the **Collaborator / Parent / Principal** do hereby undertake, declare and confirm that we shall be fully responsible for design, manufacturing, erection, testing and commissioning of complete GIS Equipment (s) being supplied under the Contract and undertake to carry out all obligation and responsibilities under this Deed of Joint Undertaking in order to discharge the **Contractor's** obligations and responsibilities stipulated in the Contract with respect to GIS Equipment (s) being supplied under the Contract. Further, if the Employer sustains any loss or damage on account of any breach with respect to GIS Equipment (s) being supplied under the Contract, we, the **Collaborator / Parent / Principal** and the **Manufacturer**, jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
3. In the event of award of contract to the **Bidder** by the **Employer**, without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the **Manufacturer** hereby agrees to ensure the following:
 - 3.1 The **Manufacturer** and **Collaborator / Parent / Principal** will be fully responsible for design, engineering, manufacture, erection, testing, commissioning and putting into satisfactory operation of complete GIS Equipment (s) to the satisfaction of the Employer.
 - 3.2 The **Collaborator / Parent / Principal** shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer to facilitate the successful performance of switchyard with respect to GIS Equipment (s) as stipulated in the Contract.
 - 3.3 In the event the **Collaborator / Parent / Principal** and the **Manufacturer** fail to demonstrate successful performance of GIS Equipment (s), the **Collaborator / Parent / Principal** and the **Manufacturer** shall promptly carry out all the corrective measures at their own expenses and shall promptly provide corrected designs to the Employer.
4. In case of any issue related to failure and repair of GIS equipment, the **Manufacturer** and the **Collaborator / Parent / Principal** shall ensure the following:
 - 4.1 The Service Engineer(s) of **Collaborator / Parent / Principal** shall be deputed to concerned site within 24 Hours plus actual journey time to attend the problem after receiving the information of the same from Employer.

- 4.2 The **Manufacturer** and / or **Collaborator / Parent / Principal** shall ensure ready availability in their Indian works at least one no. of each type of GIS Module used in the installation under the Contract.
5. As a security, the **Collaborator / Parent / Principal** shall, apart from the Contract Performance Guarantee to be submitted by the **Contractor**, furnish a Contract Performance Guarantee in favour of the **Employer**, for an amount equivalent to Ten Percent (10%) of the Ex-works Cost quoted by the bidder for the GIS and GIB Equipments to be supplied under the contract, in the event of award of work by the Employer to the **Bidder**. This guarantee shall be unconditional, irrevocable and valid for the entire period of currency of the contract, namely till the end of defect liability period, and shall be in addition to the Contract Performance Guarantee to be submitted by the Contractor and the Performance Guarantee to be submitted by the Manufacturer as specified in the Technical Qualifying Requirements.
6. This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Meghalaya shall have exclusive jurisdiction in all matters arising under the Undertaking.
7. We further agree that this undertaking shall be without any prejudice to the various liabilities and obligations of the Contractor, under the Contract.
8. We, the **Collaborator / Parent / Principal** and the **Manufacturer** 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 the Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the **Manufacturer** and the **Collaborator / Parent / Principal** have through their Authorized Representatives executed these presents and affixed common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS

[For Manufacturer]

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company

WITNESS

[For **Collaborator / Parent / Principal**]

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company

Note:

7. For the purpose of executing the Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant.
8. The Undertaking shall be signed on all the pages by the authorised representative(s) of the **Manufacturer** and the **Collaborator / Parent / Principal** and should invariably be witnessed.
9. This Deed of Undertaking, attested by the Notary Public of the place(s) of the respective executant(s), or Registered with the Indian Embassy / High Commission in the country shall be submitted by the bidder along with the bid, failing which the EMD of the bidder may be forfeited.

CHECKLIST

Sl. No	Item/Description	Reference	Strike out whichever is not applicable
1.			
2.	Bid Form	Form A	Yes/No
3.	Power of Attorney	Form B	Yes/No
4.	Integrity Pact	Form C	Not Applicable
5.	Parent/ Principal Company /Collaborators Agreement	Form D	Yes/No
6.	Undertaking from Parent/ Principal Company /Collaborators	Form E	Yes/No
7.	Documents for Verification of Local Content	Form F	Yes/No.
8.	Declaration of Bidder Covering clause 3(A), sec-III, ITB of bid document	Form G	Yes/No
9.	Declaration of bidder covering clause 3(B), sec-III, ITB of bid document	Form H	Yes/No
10.	Certificate regarding compliance as per clause 6.1(iii), Sec-I (DNIB) of bid document	Form I	Yes/No
11.	Process Compliance Form	Form-J	Yes/No
12.	Similar Experience/Work commitments	Datasheet 1	Yes/No
13.	Financial Data with Credit facilities	Datasheet 2	Yes/No
14.	Proposed Site Organization/ Other Information	Datasheet 3	Yes/No
15.	Contractors Authorised Representative (s) and Key Personnel	Datasheet 4	Yes/No
16.	Personnel Candidate Data	Datasheet 4(i)	Yes/No
17.	Supervisory and Supporting Staff	Datasheet 4(ii)	Yes/No
18.	Labour	Datasheet 4(iii)	Yes/No
19.	Contractor's Proposed Equipment	Datasheet 5	Yes/No
20.	OFFSITE Workshop Equipment Capabilities	Datasheet 5(i)	Yes/No
21.	ONSITE Equipment Capabilities	Datasheet 5(ii)	Yes/No
22.	ONSITE Equipment Mobilization / Demobilization Schedule	Datasheet 5(iii)	Yes/No
23.	Plant, Machinery and manufacturing facilities	Datasheet 6(i)	Yes/No
24.	Testing equipment/testing facilities	Datasheet 6(ii)	Yes/No
25.	Origin of Major items of the Plant	Datasheet 7	Yes/No

	Equipment		
26.	Source of Materials	Datasheet 8	Yes/No
27.	Phase -wise Requirement of Electric Power.	Datasheet 9	Yes/No
28.	Proposed Sub-contractors / Vendors.	Datasheet 10	Yes/No
29.	Construction Methodology	Datasheet 11	Yes/No
30.	Quality Assurance Plan	Datasheet 12	Yes/No
31.	Health and safety/environmental protection	Datasheet 13	Yes/No
32.	Confirmation of the Site Visit and Project Appreciation by the Bidder	Datasheet 14	Yes/No
33.	Delivery Schedule	Datasheet 15(i)	Yes/No
34.	Construction (Erection) Programme	Datasheet 15(ii)	Yes/No
35.	Current litigation history	Datasheet 16	Yes/No
36.	Additional/supplementary information	Datasheet 17	Yes/No
37.	Schedule of deviation from specifications	Datasheet 18	Yes/No
38.	Technical Data Sheets	Vol-II, Section-V	Yes/No

Note:

1. The above checklist is provided only to facilitate prospective bidders in submitting their bids. However, it is the responsibility of the bidder(s) to satisfy themselves with all the terms & conditions of the bid document and submit their bids covering all the requirements of the bid document.
2. The Corporation/Purchaser shall not be responsible for any shortfall documents that the bidder fails to submit, which are required as per bid conditions other than the above indicative check-list.