



INVITATION FOR BIDS (IFB)

FOR

Design, Supply, Installation, Testing and Commissioning of Electro-Mechanical Equipment

(EM PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

March 2023

Document Information

Document Title	INVITATION FOR BIDS (IFB)
Employer Organization	DD HYDROPOWER AND DEVELOPERS PRIVATE LIMITED
Employer Contact	WWW.KEYIHYDRO@VIRTUAAL.IN

Revision History

Revision

Revision Description			
Prepared By	Name : D C JOSHI		20/02/2023
Reviewed by	Name :		DD/MM/YYYY
Approved by	Name : VIKRAM AGGARWAL		22/02/2023
	(name)	(signature)	(date)
Distributed to	(name)	(organization)	(date)

DISCLAIMER

This Request for Bid/ Bidding/ Tender Document is not an offer by DD Hydro Power & Owners Private Limited, Dehradun but an invitation to receive offer from prospective bidders. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized representative of DD Hydro Power & Owners Private Limited, Dehradun with the successful/ selected bidder.

©DD Hydro. All rights reserved.

DD Hydro has prepared this document for the sole use of the Company and for a specific purpose, as expressly stated in the document. DD Hydro undertakes no duty nor accepts any responsibility to any third party not being the intended recipient of this document. The information contained in this document has been carefully compiled based on the Company's requirements, having regard to the assumptions that DD Hydro can reasonably be expected to make in accordance with sound professional principles. DD Hydro may also have relied on information provided by other parties to prepare this document, some of which may not have been verified. Subject to the above conditions, DD Hydro recommends this document should only be transmitted, reproduced or disseminated in its entirety.

DD Hydropower & Developers Private Limited

Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM,
Itanagar, Arunachal Pradesh, India.
Email: keyihydro@virtuaal.in

INVITATION FOR BIDS (IFB) (National Open Competitive Bidding)

Contract Title: Design, Supply, Installation, Testing and Commissioning of Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh

IFB No: *KEYI-W002-EM*

IFB issued on: *22nd March 2023*

Section 4: Bidding Forms -Technical Bid

Volume number	Contents	Section No./ Name
Volume-1	Invitation for Bids	Section 0: Invitation for Bids
	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
		Section 9: Contract Forms
Volume-2	Technical Specifications	Part-I: Technical Specification for E & M Equipment
		Part-II: Technical Data Sheet
Volume-3	Drawings	Drawings - E & M System Drawings

Section 4: Bidding Forms – Technical Bid

This section contains the forms to be completed by the Bidder and submitted as part of its Bid.

Table of Forms

Letter of Bid – Technical Bid	1
Attachment 1: Form of Bank Guarantee for Bid Security.....	4
Attachment 2: Form A- Form of Power of Attorney of designated Bid Signatory by sole bidder/ lead Joint Venture partner/member (<i>In case of Joint Venture bidder Form B is also required to be filled</i>)	6
Attachment 2: Form B - Form of Power of Attorney for Joint Venture (to be furnished additionally in the case of Joint Venture bidder - refer BDS/ITB 22.2)	8
Attachment 3: Format of Declaration of conformance of the Bidder and the Facilities offered, to the specified eligibility requirement	10
Attachment 4: Format of Deviations, Exceptions and Reservations to the provisions of Bidding/ IFB Document	11
Attachment 5: Format of Joint Venture Agreement to be entered amongst all Members/ Partners of a bidding Joint Venture	13
Attachment 6: Format of Joint Deed of Undertaking by the Joint Venture Partners/ Members.....	17
Attachment 7: Country of Origin Declaration Form.....	21
Attachment 8: Technical Proposal	22
Appendix 1 to Technical Proposal: Site Organization.....	23
Appendix 2 to Technical Proposal: Method Statement.....	24
Appendix 3 to Technical Proposal: Mobilization Schedule	25
Appendix 4 to Technical Proposal: Construction Schedule	26
Appendix 5 to Technical Proposal: Environmental, Health and Safety Management Plan (EHSMP).....	27
Appendix 6 to Technical Proposal: Plant	28
Appendix 7 to Technical Proposal: Personnel	29
Appendix 8 to Technical Proposal: Contractor's Equipment.....	31
Appendix 9 to Technical Proposal: Proposed Subcontractors and/or Manufacturers for Major Items of Plant and Services	32
Appendix 10 to Technical Proposal: Manufacturer's Authorization	33

Appendix 11 to Technical Proposal: Affiliate Company Guarantee	34
Appendix 12 to Technical Proposal: Form of Joint Deed of Undertaking by the Bidder/Contractor along with his Associate for Successful Performance of the System	36
Appendix 14 to Technical Proposal: Functional Guarantee of the Proposed Facilities	39
Appendix 15 to Technical Proposal: Other Aspects, if any, to be included as per the Bidding Documents (refer ITB/BDS 11.2 (k) also).....	40
Attachment 9: Bidder's Qualification	41
Form ELI - 1: Bidder's Information Sheet	41
Form ELI - 2: Joint Venture Information Sheet	43
Form ELI – 2(A): Details of Participation in the Joint Venture	44
Form CON – 1: Historical Contract Non-performance	45
Form CON – 2: ESHS Performance Declaration	47
Form FIN - 1: Historical Financial Performance	49
Form FIN - 2: Average Annual Turnover	51
Form FIN – 3: Availability of Financial Resources	52
Form FIN- 4: Financial Requirements for Current Contract Commitments	53
Form EXP – 1: Contracts of Similar Size and Nature	56
Form EXP – 2: Environmental, Social, Health and Safety Certification.....	58
Form EXP – 3: Environmental, Social, Health and Safety Documentation	59
Form EXP – 4: Environmental, Social, Health and Safety Dedicated Personnel	60
Form EXP - 5: Subcontractors	61

Letter of Bid – Technical Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid – Technical Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: 25th May 2023 up to 15:00 Hours (IST)

IFB No.: KEYI-W002-EM

Package/ Contract title:

Design, Supply, Installation, Testing and Commissioning of Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh

To:

DD Hydropower & Developers Private Limited

Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM,
Itanagar, Arunachal Pradesh, India.

Email: keyihydro@virtuaal.in

We, the undersigned, hereby submit our Bid, in two parts under Single Stage Two Envelop bidding process, namely:

- (a) the Technical Part: Technical Bid, and
- (b) the Financial Part : Price Bid

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) **Conformity:** We offer to complete in all respect and. design, manufacture, test, deliver, install, pre-commission, commission and arrange operational acceptance/ handing over, in conformity with the Bidding Document, Plant and Services under the Package/ Contract Title : **Design, Supply, Installation, Testing and Commissioning of Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh**, read in conjunction with the Deviations, Exceptions and Reservations listed along with the cost thereof in the **Format of Deviations, Exceptions and Reservations to the provisions of Bidding/ IFB Document** attached herewith. We agree that if no cost of withdrawal in Indian Rupee is indicated against any of the Deviation, Exception or Reservation in and as per the specified format, the same shall be deemed to be NIL.

- (c) **Bid Validity Period:** Our Bid consisting of the Technical Bid and the Price Bid, shall be valid for the period specified in BDS 20.1 (as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 24.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (e) **No exclusion:** We/ our firm and the Plant and Services offered by us are not subject to exclusion as specified in ITB 4.7, ITB 4.8. and ITB 4.9 ,
- (f) We/ our firm have not been suspended nor declared ineligible by the Employer based on execution of a **Bid-Securing Declaration** in accordance with ITB 4.6.
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain and furnish a Performance Security in accordance with the bidding document;
- (h) **One Bid Per Bidder:** We/ our firm are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one bid in this bidding process in accordance with ITB 4.4(h), other than alternative offers submitted in accordance with ITB 13;
- (i) We/ our firm understand that it is our obligation to notify the Employer of any changes in connection with the matters described in paragraphs (d), (e) and (f) of this Letter of Technical Bid;
- (j) **Binding Contract:** We/ our firm understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) If our Bid is accepted, we/ our firm commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer;
- (l) **Not Bound to Accept:** We/ our firm understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (m) **Fraud and Corruption:** We/ our firm hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption and, further, we confirm to comply with the **Standards of Conduct, Anti-bribery and Fraud** appended to the Contract Agreement Form included in Section 9 (Contract Forms) of the Bidding Document;
- (n) We/ our firm also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely "Prevention of Corruption Act 1988." And the provisions of bidding document; and

- (o) We/ our firm certify that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with Employer's Anticorruption Policy, as amended from time to time.
- (p) ***(applicable only if the bidder is a Joint Venture as per Section 1 of IFB/ bidding document)***
We have bid as a Joint Venture as per Section 1 of IFB/ bidding document) and in accordance with Clause 2.1.3 of Section 3 we declare and confirm that all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, in the event of award on us.

Enclosures:

- | | | | |
|----|--------------|---|---|
| 1. | Attachment 1 | - | Bid Security |
| 2. | Attachment 2 | - | Power of Attorney of Bid Signatory |
| 3. | Attachment 3 | - | Declaration of conformance of the Bidder and the Facilities offered, to the specified eligibility requirement |
| 4. | Attachment 4 | - | Format of Deviations, Exceptions and Reservations to the provisions of Bidding/ IFB Document |
| 5. | Attachment 5 | - | Joint Venture Agreement <i>(if applicable)</i> |
| 6. | Attachment 6 | - | Undertaking by the Joint Venture Partners/ Members <i>(if applicable)</i> |
| 7. | Attachment 7 | - | Country of Origin Declaration Form |
| 8. | Attachment 8 | - | Technical Proposal with Appendices thereto |
| 9. | Attachment 9 | - | Bidder's Qualification |

Name of the Bidder: **[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

***:** In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

****:** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

Attachment 1
(Attachment to Technical Bid)

Attachment 1: Form of Bank Guarantee for Bid Security

{To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.}

Reference No. Bank Guarantee No.

Dated:

To:

DD Hydropower & Developers Private Limited

Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM,
Itanagar, Arunachal Pradesh, India.

Email: keyihydro@virtuaal.in

Dear Sir/ Madam,

WHEREAS..... *[Insert name of the Sole Bidder] / [insert name of the Lead Joint Venture Partner/Member followed by the words “representing Joint Venture of [insert names of all the partners/members of Joint Venture]”]* with address *[Insert address of Sole Bidder /Lead Joint Venture Member]* having its registered office at *[Insert address of the Sole Bidder /Lead Joint Venture Partner/Member]* (Hereinafter, the “Bidder”) wishes to participate in IFB No. Keyi-W002-EM (the “IFB”) issued by **DD Hydropower & Developers Private Limited** (hereinafter, the “Employer”) for Electro – Mechanical Package for Keyi 23 MW Hydropower Project.

And WHEREAS a Bank Guarantee for *[Amount]* valid till *[Date]* is required to be submitted by the Bidder along with the IFB.

We,*[Insert name of the Bank and address of the Branch issuing the Bank Guarantee]* having our registered office at*[Insert address of the registered office of the Bank]* hereby give this Bank Guarantee No.*[Insert Bank Guarantee number]* dated*[Insert the date of the Bank Guarantee]*, and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Employer any officer authorized by it in this behalf any amount not exceeding *[Amount]* to the said Employer on behalf of the Bidder.

We *[Insert name of the Bank]* also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or not signing the Contract Agreement or non-submission of

Performance Security by the Bidder within the time stipulated in the Letter of Acceptance issued to the Bidder/ Contract or any violation to the relevant terms stipulated in the IFB would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Employer in case of any occurrence of a default on the part of the Bidder and that the amount is liable to be forfeited by the Employer.

This Guarantee shall be valid and binding on this Bank up to and inclusive of *[Insert the date of validity of the Bank]* and shall not be terminable by notice or by Guarantor for the reason of change in the constitution of the Bank or the firm of the Bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Employer.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to *[Amount]*. Our Guarantee shall remain in force till *[Date]*. Unless demands or claims under this Bank Guarantee are made to us in writing on or before *[Date]*, all rights of the Beneficiary under this Bank Guarantee shall be forfeited, and we shall be released and discharged from all liabilities there under.

<i>[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]</i>	<i>[Insert signature of the Bank's Authorized Signatory]</i>
<i>Attested</i>	
..... <i>[Signature]</i> (Notary Public)	
Place:	Date:

INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.
2. The Bank Guarantee by Bidder shall be given from any Scheduled Commercial Bank.
3. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.

Attachment 2

(Attachment to Technical Bid)

Attachment 2: Form A- Form of Power of Attorney of designated Bid Signatory by sole bidder/ lead Joint Venture partner/member (*In case of Joint Venture bidder Form B is also required to be filled*)

(A Power of Attorney duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of the validity)

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution.]

Know all men by these presents, we*[Insert name and address of the registered office of the Lead Joint Venture Member of the Bidding Joint Venture/ Sole Bidder]* do hereby constitute, appoint, nominate and authorize Mr./Ms. *[Insert name and residential address]*, who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to IFB No. *KEYI-W002-EM* for Electro – Mechanical Package for Keyi 23 MW Hydropower Project (the “Project”) issued by DD Hydropower & Developers Private Limited (*hereinafter “the Employer”*), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which Employer may require us to submit. The aforesaid attorney is further authorized for making representations to Employer, and providing information / responses to Employer, representing us in all matters before Employer, and generally dealing with Employer in all matters in connection with our Bid till the completion of the bidding process as per the terms of the IFB.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the IFB.

Signed by the within named *[Insert the name of the executant company]* through the hand of Mr./ Mrs.duly authorized by the Board/ Owner to issue such Power of Attorney dated this day of

Accepted

..... (Signature of Attorney)
[Insert Name, designation and address of the Attorney]

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated..../ Owner

1. WITNESS 1. (Signature)
Name
Designation.....
2. WITNESS 2. (Signature)
Name
Designation....._

Notes:

- a. *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
- b. *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
- c. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*

Attachment 2: Form B - Form of Power of Attorney for Joint Venture (to be furnished additionally in the case of Joint Venture bidder - refer BDS/ITB 22.2)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge/ Lead Partner, do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge" or "Lead Partner" or "Lead Member" or "Leader") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Invitation for Bids (IFB) No KEYI-W002-EM for Package/ Contract titled Electro – Mechanical Package for Keyi 23 MW Hydropower Project, the bids for which have been invited by **DD Hydropower & Developers Private Limited**, Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM, Itanagar, Arunachal Pradesh, India. Email: keyihydro@virtuaal.in (hereinafter called the 'Employer') to undertake the following acts :

- i) To submit proposal/ Bid and participate in the aforesaid Bidding, against the IFB issued of the Employer, on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner/ Lead Member) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all and whatsoever the said Attorney/Authorised Representatives/Partner in-charge/ Lead Partner/ Lead Member quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act

or acts on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their respective Companies.

for and on behalf of the
Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture:

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated..../ Owner

1. WITNESS 1. (Signature)
Name
Designation.....
2. WITNESS 2. (Signature)
Name
Designation....._

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

Attachment 3

(Attachment to Technical Bid)

Attachment 3: Format of Declaration of conformance of the Bidder and the Facilities offered, to the specified eligibility requirement

IFB No.: *KEYI-W002-EM*

Package Name/ Contract Title: **Electro-Mechanical Package**

To,

DD Hydropower & Developers Private Limited

Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM,

Itanagar, Arunachal Pradesh, India.

Email: keyihydro@virtuaal.in

Bidder's Name and Address

{In case of JV bidder, mention name

and address of all the Joint Venture members}

We hereby certify that Plant and Installation Services offered to be supplied by us fully comply with all the eligibility and other requirements specified in Section 1, Section 2 and Section 3 of IFB/ bidding documents.

We hereby certify that our firm (s) is/are legally established in India and we fully comply with the eligibility and other requirements specified in in Section 1, Section 2 and Section 3 of IFB/ bidding documents,

Dated the *[Insert date of the month]* day of *[Insert month, year]* at *[Insert place]*.

Signature {(of Bidders' authorized Bid Signatory (ies))}# *{In full and initials}*:

Full name: *{insert full name of authorized Bid Signatory}*

Title: *{insert title/position of authorized Bid Signatory}*

Name of Bidder (Sole Bidder's name or Joint Venture/ JV's name, if applicable):

Capacity: *{insert the person's capacity to sign for the Bidder}*

Address: *{insert the authorized Bid Signatory's address}*

Phone/fax: *{insert the authorized Bid Signatory's phone and fax number, if applicable}*

Email: *{insert the authorized Bid Signatory's email address}*_____

{For a joint venture, either all members shall sign or only the authorised signatory, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Attachment 4
(Attachment to Technical Bid)

Attachment 4: Format of Deviations, Exceptions and Reservations to the provisions of Bidding/ IFB Document

IFB No.: *KEYI-W002-EM*

Package Name/ Contract Title: **Electro-Mechanical Package**

To:

DD Hydropower & Developers Private Limited

Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM,

Itanagar, Arunachal Pradesh, India.

Email: keyihydro@virtuaal.in

Dear Sir/ Madam,

We hereby enclose the list of deviations, exceptions and reservations to the requirements/ provisions of the Bidding/ IFB Documents alongwith the cost of withdrawal thereof, in the following format.

[The bidder shall itemize any deviation, exceptions, reservations to the provisions of the Bidding Documents, included in his bid, alongwith the cost of withdrawal thereof. Each item shall be listed (separate sheets may be used and enclosed with this Attachment) with the following information:]

Sl. No.	Clause Reference No.	Provision as per the bidding document	Detailed description of deviation/ exception/ reservation	Cost of withdrawal of deviation/ exception/ reservation (in INR)	Reason for the change
Section No.					
Section No.					
Section No.					

The above **deviations/ exceptions/ reservations** are exhaustive. Except for the above **deviations/ exceptions/ reservations**, the entire Works shall be performed and Facilities completed as per your specifications and the bidding documents. We confirm that we shall withdraw the **deviations/ exceptions/ reservations** proposed by us at the cost of withdrawal indicated in this attachment, failing which our bid may be rejected and Bid Security forfeited. Further, we also agree that any deviations, exception or reservation will be reviewed to conduct a determination of the substantial responsiveness of the bid.

Dated the [Insert date of the month] day of [Insert month, year] at
..... [Insert place].

Signature {(of Bidders' authorized Bid Signatory (ies))}# {In full and initials}:
Full name: {insert full name of authorized Bid Signatory }
Title: {insert title/position of authorized Bid Signatory }
Name of Bidder (Sole Bidder's name or Joint Venture/ JV's name, if applicable):
Capacity: {insert the person's capacity to sign for the Bidder}
Address: {insert the authorized Bid Signatory's address}
Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}
Email: {insert the authorized Bid Signatory's email address} _____

{For a joint venture, either all members shall sign or only the authorised signatory, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Attachment 5
(Attachment to Technical Bid)

Attachment 5: Format of Joint Venture Agreement to be entered amongst all Members/ Partners of a bidding Joint Venture

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF JOINT VENTURE AGREEMENT BETWEEN M/s....., M/s....., AND M/s. for bidding for Invitation for IFB No. KEYI-W002-EM (the “IFB”) dated 01 March 2023 for the Package/ Contract titled **Electro-Mechanical Package**.

1. **THIS Joint Venture Agreement** (hereinafter referred to as “Agreement”) executed on this [date] day of [month], [year] between M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called "**Party 1**," or "**Lead Joint Venture Member**" which expression shall include its successors, executors and permitted assigns);
2. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called "**Party 2**," which expression shall include its successors, executors and permitted assigns); and
3. M/s., a company incorporated under the laws of and having its Registered Office at, (hereinafter called "**Party 3**," which expression shall include its successors, executors and permitted assigns);

[The Bidding Joint Venture should list the name, address of its registered office and other details of all the Joint Venture Members/ Partners above.]

WHEREAS the Parties above named are entering into this Joint Venture Agreement for the purpose of submitting the Bid in response to the IFB and in the event of award of Contract, to comply with the requirements as specified in the IFB/ Contract and ensure execution of the Contract as may be required to be entered into with Employer.

Party 1, Party 2 and Party 3 are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

WHEREAS the IFB stipulates that the Bidders applying as a Bidding Joint Venture shall submit a legally enforceable Joint Venture Agreement in a format specified in the IFB, whereby each Joint Venture Member undertakes to be liable for its Roles and Responsibilities, and the Joint Venture

undertakes to be jointly and severally liable for performance and execution of the Contract, as required as per the provisions of the IFB, and as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the IFB document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Joint Venture do hereby mutually agree as follows:

1. In consideration of the selection of the Joint Venture as the Bidding Joint Venture by Utility, we the Members of the Joint Venture and Parties to the Joint Venture Agreement do hereby unequivocally agree that M/s..... *[Insert name of the Lead Member]*, shall act as the Lead Member as defined in the IFB for self and agent for and on behalf of M/s., M/s., and M/s. *[the names of all the other Members of the Joint Venture to be filled in here]*.
2. The Lead Joint Venture Member is hereby authorized by the Members of Joint Venture and Parties to the Joint Venture Agreement to bind the Joint Venture and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall generally be as per the **Annexure** to this Agreement without limiting or diluting the joint and several liability of the Joint Venture for executing and performing the Contract.
3. Each Joint Venture Member undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of joint and several liabilities envisaged in this Agreement in order to meet the requirements and obligations of the IFB. The Lead Joint Venture Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Joint Venture in discharging all their respective Roles and Responsibilities.
4. In case of any breach of any of the commitment as specified under this Agreement by any of the Joint Venture Members, all the Joint Venture Member including the Lead Member shall be liable jointly and severally liable to meet the obligations as defined under the IFB.
5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member and other Members under these presents.
6. The Members expressly agree to adhere to all the terms and conditions of the IFB and confirm that we don't have any Conflict of Interest (as defined in the IFB).

7. This Joint Venture Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Delhi shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
8. It is hereby agreed that the Joint Venture jointly or Lead Joint Venture Member, as may be acceptable to the Employer, shall furnish the Bid Security, as stipulated in the IFB, on behalf of the Bidding Joint Venture.
9. It is hereby agreed that in case of award of Contract of Bidding Joint Venture, the Parties to this Joint Venture Agreement do hereby agree that they shall furnish the Performance Security and other commitments to Employer as stipulated in the IFB and the Contract. The Lead Member shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Joint Venture Members.
10. It is further expressly agreed that the Joint Venture Agreement shall be irrevocable and shall remain valid over the term of the Contract/ Project, unless expressly agreed to the contrary by Employer.
11. The Lead Joint Venture Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Joint Venture Members respectively from time to time in response to the IFB for the purposes of the Bid and the Contract. The representation by the Lead Member shall be deemed to be on behalf of and binding on all members of the Joint Venture.
12. It is expressly understood and agreed between the Members of the Joint Venture and Parties that the responsibilities and obligations of each of the Members shall be generally as delineated as annexed hereto as **Annexure-A** forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Contract/Project envisaged in the IFB Documents.
13. It is clearly agreed that the Lead Joint Venture Member shall ensure performance indicated in the IFB. In the event one or more Joint Venture Members fail to perform its/ their respective obligations, the same shall be deemed to be a default by all the Joint Venture Members.
14. It is hereby expressly agreed between the Parties to this Joint Venture Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of Employer.
15. This Joint Venture Agreement:
 - a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;

- b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
- c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Employer.

Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated	For M/s. (Party 1) [Signature of Authorized Representative] [Name of the Authorized Representative] [Designation of the Authorized Representative]
--	---

Witness 1

[Signature of Witness 1]

.....

Name:

Designation

Witness 2

[Signature of Witness 2]

.....

Name:

Designation:

..	
----	--

N. Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated	For M/s. (Party N) [Signature of Authorized Representative] [Name of the Authorized Representative] [Designation of the Authorized Representative]
---	---

N.1. Witness 1 [Signature of Witness 1] Name: Designation:	N.2. Witness 2 [Signature of Witness 1] Name: Designation:
--	--

Annexure-A

Role and Responsibility of each Member of the Joint Venture:

1. Roles and Responsibilities of the Party 1 (Lead Joint Venture Member):
2. Roles and Responsibilities of the Party 2
3. Roles and Responsibilities of the Party 3

Attachment 6
(Attachment to Technical Bid)

Attachment 6: Format of Joint Deed of Undertaking by the Joint Venture Partners/ Members

To,
DD Hydropower & Developers Private Limited
Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM,
Itanagar, Arunachal Pradesh, India.
Email: keyihydro@virtuaal.in

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (hereinafter called the "Contract" {in case of award)) against the Invitation for Bids **IFB No: KEYI-W002-EM** for Electro-Mechanical Package for Keyi 23 MW Hydropower Project of **DD Hydropower & Developers Private Limited**, a Company incorporated under the Companies Act of 1956 having its registered office at Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM, Itanagar, Arunachal Pradesh, India. Email: keyihydro@virtuaal.in (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Package for the design, supply and installation of the Plant and providing Installation and Other Services as stipulated in the bidding documents for Electro-Mechanical Package for Keyi 23 MW Hydropower Project.

AND WHEREAS as per Section 1/Section 2/ Section 3 of the Bidding Documents it is , inter-alia stipulated that a Joint Venture, as specified therein, may bid, provided, the Joint Venture and the partners/ members in/ of the Joint Ventures fulfill all the specified requirements of the bidding documents and that , in such a case, the Bid shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Section1/Section 2/ Section 3 of the Bidding Documents, has been signed in accordance with the provisions contained therein.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner/ Lead Member/ Authorised Representative/ Partner-in- Charge of the Joint Venture, and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the successful completion of the works under the Contract including design, supply and installation of the Plant and providing of installation and other devices and for successful performance of the Contract in the event of award and performance of equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other partners/ Party(ies), the Employer can proceed against any of the partners/ Parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in **Appendix – I** *(to be suitably appended by the Parties alongwith this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract and as per the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of

For Party No.-2
For and on behalf of
M/s.....

Director's Resolution dated

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-3
For and on behalf of M/s.
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. Appendix 1 must be enclosed

Attachment 7
(Attachment to Technical Bid)

Attachment 7: Country of Origin Declaration Form

Name of Bidder _____ IFB Number _____ Page ____ of ____

Item	Description	Country of Origin

Attachment 8: Technical Proposal

Appendices to Technical Proposal

1. Site Organization
2. Method Statement
3. Mobilization Schedule
4. Construction Schedule
5. Environmental, Health and Safety Management Plan
6. Plant
7. Personnel
8. Equipment
9. Proposed Subcontractors for Major Items of Plant and Services
10. Manufacturer's Authorization
11. Affiliate Company Guarantee
12. Joint Deed of Undertaking by the Bidder/Contractor along with his Associate for Successful Performance of the System
13. Proposed Subcontractors for Major Items of Plant and Installation Services
14. Functional Guarantee of the Proposed Facilities
15. Other Aspects, if any, to be included as per the Bidding Documents

Appendix 1 to Technical Proposal: Site Organization

[Insert Site Organization Information]

Appendix 2 to Technical Proposal: Method Statement

[insert Method Statement - A detailed note should be submitted outlining bidders proposed methodology and program for the provision of Plant and Installation and Other Services, backed with equipment, materials and manpower planning and deployment, and quality control procedures proposed to be adopted, justifying Bidder's capability for execution and timely completion of the work as per technical specifications].

Appendix 3 to Technical Proposal: Mobilization Schedule

[Insert Mobilisation Schedule. The Mobilization Schedule should also reflect the no-objection request and approval step for Site Specific Environmental, Health and Safety Management Plan as per Contract Conditions].

Appendix 4 to Technical Proposal: Construction Schedule

[Insert Construction Schedule. The construction schedule shall include key milestones]

Appendix 5 to Technical Proposal: Environmental, Health and Safety Management Plan (EHSMP)

The Bidder shall submit an outline Environmental, Health and Safety Management Plan (EHSMP) commensurate with the risks and impacts of the proposed works and activities. These strategies and plans shall describe in detail the actions, materials, equipment, management processes, etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the EHS provisions of the contract and EHS risks including those as may be more fully described in Section 6 (Employer's Requirements).


Appendix 6 to Technical Proposal: Plant

Appendix 7 to Technical Proposal: Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the details of proposed personnel and their experience record in the relevant Information Forms below for each of the candidate.

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
etc.	Title of position
	Name


All titles of positions will be in conformity with the titles and positions, if any, listed in Section 6 (Employer's Requirements) and elsewhere in the Bidding Document. If not listed, the bidder any furnish the same as considered appropriate and suitable.

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Use one form for each position.

Position		
Personnel information	Full Legal Name	Date of Birth
	Known as	Place of Birth
	Nationality	Citizenship
	Type of government ID Attach a copy of ID to this form	ID number
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant Technical and Management Experience

Appendix 8 to Technical Proposal: Contractor's Equipment

Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements) and elsewhere in the bidding document (if not listed, the bidder any furnish the same as considered appropriate and suitable), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental/lease/manufacture agreements specific to the project	

Appendix 9 to Technical Proposal: Proposed Subcontractors and/or Manufacturers for Major Items of Plant and Services

The following Subcontractors and/or Manufacturers are proposed for carrying out the item of the facilities indicated based on Criterion specified in Section 3 (Evaluation and Qualification Criteria). Bidders are free to propose more than one for each item.

Major Items of Plant and Services	Proposed Subcontractors or Manufacturers	Nationality

Appendix 10 to Technical Proposal: Manufacturer's Authorization

Date: *[insert date (as day, month and year) of bid submission]*

IFB No.: **KEYI-W002-EM**

Package Name/ Contract Title: ***Electro-Mechanical Package***

To

DD Hydropower & Developers Private Limited

Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM,
Itanagar, Arunachal Pradesh, India.
Email: keyihydro@virtuaal.in

WHEREAS

We *[insert complete name of the manufacturer or manufacturer's authorized agent]*, who are official manufacturers or agent authorized by the Manufacturer of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of the Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the General Conditions of Contract, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the Section1/ Section 2

Appendix 11 to Technical Proposal: Affiliate Company GuaranteeIFB No.: **KEYI-W002-EM**Package Name/ Contract Title: ***Electro-Mechanical Package***

To

DD Hydropower & Developers Private Limited

Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM,
Itanagar, Arunachal Pradesh, India.
Email: keyihydro@virtuaal.in

We have been informed that [*name of Contractor*] (hereinafter called the “Contractor”) is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we [*name of affiliated company*] irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor’s satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor’s obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the *[Rules or Arbitration provided in the Contract]*. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by:..... Signed by:

[signature]

[signature]

.....

.....

[name]

[name]

[position in parent/subsidiary company]

[position in parent/subsidiary company]

Dated:



If permitted in accordance with ITB 35.2 of the BDS, the Bidder shall provide the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity, or affiliate/ group company that the Bidder submits for consideration of the Employer in determining its qualifications.

Appendix 12 to Technical Proposal: Form of Joint Deed of Undertaking by the Bidder/Contractor along with his Associate for Successful Performance of the System

THIS DEED OF UNDERTAKING executed this day of Two Thousand and by M/s., a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “Associate” which expression shall include its successors, executors and permitted assigns), and M/s., a Company incorporated under the laws of having its Registered Office at (hereinafter called the “Bidder/Contractor” which expression shall include its successors, executors and permitted assigns) in favour of **DD Hydropower & Developers Private Limited**, a Company incorporated under the laws of India having its registered office at Pvt Res, Near Directorate of Eco & Stats, PO RKM, Itanagar, Arunachal Pradesh, India. Email: keyihydro@virtuaal.in (hereinafter called the “Employer” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “Employer” invited Bid as per its Invitation for Bids (IFB) No. Keyi-W002-EM for the execution of Electro-Mechanical Package for Keyi 23 MW Hydropower Project.

AND WHEREAS the Bidder has submitted its Bid bearing Proposal No. dated against the Employer’s above IFB.

AND WHEREAS the Bidder is entitled to Bid under Employer’s Bidding Documents, provided the Bidder and its qualified associate give an undertaking that they shall be held jointly and severally responsible and bound unto the Employer for successful performance of the <.....insert the name of the system for which the Bidder has associated with Associate....> System fully meeting parameters guaranteed as per the Bid Specifications and in the event the Bid is accepted, by the Employer, resulting in a contract (hereinafter called the ‘Contract’).

NOW, THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract by the Employer to we, the aforesaid Associate and Contractor, will jointly and severally be bound and responsible in accordance with the Contract to the Employer for the successful performance of the System such that it fully meets the guaranteed parameters required as per the Bid Specification/ Contract.
2. Without prejudice to the generality of the undertaking in paragraph 1 above, the method of achieving the objectives set forth in paragraph 1 above shall be as follows:
 - a) The Associate shall be required to design, manufacture and supply the System and provide supervision and other services as per Contract during erection, testing, commissioning and performance testing at Employer’s site as mutually agreed upon among the Employer, Contractor and Associate to facilitate the successful performance of the System as stipulated in the Contract Specification and as guaranteed by the Associate.
 - b) The Associate will be responsible to erect, commission and carryout the performance tests of the equipment supplied by the Contractor.

- c) In the event Associate and the Contractor fail to demonstrate successful performance of the System as set forth in Clause 1 above, the Associate/Contractor will take proper corrective measures to make good the deficiencies in performance.
 - d) The Associate will be fully responsible for quality of the System and its timely delivery as per the Contract.
- 3. In the event of any breach in the performance of the obligations set forth in Clause 2 above or in the event of any shortfall in the equipment performance upto the guaranteed levels in terms of the Contract documents, the Associate and the Contractor jointly and severally undertake to pay to the Employer on its demand without any demur, reservation, protest and recourse, the damages/liquidated damages as the case may be, in terms of the Contract. However, the financial liability of the Associate to the Employer with respect to and all claims arising out of the performance or non-performance of the obligations set forth in this Deed read in conjunction with the relevant provisions of the Contract, shall however, be limited to the extent of 100% of price of his sub-contract with the Contractor as established in the Contract.
- 4. We, the Bidder and the Associate also undertake that, in the event of award of the Contract on the Bidder, the Associate will furnish on demand bank guarantee for 2.5% (two and half percent) of the total Contract Price in addition to the Contract Performance Security to be provided by the Bidder, in favour of the Employer
- 5. This Deed of Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
- 6. We, the Bidder/Contractor and Associate, undertake not to revoke this Undertaking till the expiry of the Guaranteed Availability period of the entire System under the Contract, and the further stipulate that the undertaking herein contained shall terminate upon satisfactory completion of such period. We further agree that this undertaking shall be without prejudice to the various liabilities of the Contractor, including the Contract Performance Guarantees as well as other obligations of the Contractor in terms of the Contract.
- 7. That this Deed will form an integral part of the Contract awarded to the Contractor on acceptance of its bid and shall be operative from the effective date of the contract.

IN WITNESS WHEREOF, the Associate and the Bidder/ Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For Collaborator/Associate)

Signature

Name

Office Address

(Signature of the authorized representative)

Name

Common Seal of Company

WITNESS

(For Bidder)

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company

Note:

1. The non-judicial stamp papers of appropriate value, if required as per laws of the country of the bidder, shall be purchased in the name of executants parties and the date of purchase should not be earlier than six months of date of execution of the Undertaking.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners in case of Joint Venture and should invariably be witnessed.
3. This Deed of Joint Undertaking duly certified by the Company Secretary shall be submitted alongwith the bid. Further, the Deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executant(s) shall be submitted by the bidder within its bid.
4. In case the bid is submitted by a Joint Venture (JV) firms as partners, then the Joint deed of undertaking shall be modified accordingly.

If permitted in accordance with ITB 35.2 of the BDS, the Bidder shall provide the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity, or affiliate/ group company that the Bidder submits for consideration of the Employer in determining its qualifications.

Appendix 14 to Technical Proposal: Functional Guarantee of the Proposed Facilities

Form FUNC

The Bidder shall copy on the left column of the table below, the identification of each functional guarantee required in the Specification and stated by the Employer in EQC 1.3.4 of Section 3, Evaluation, Eligibility

and Qualification Criteria, and on the right column, provide the corresponding value for each functional guarantee of the proposed plant and equipment.

Functional Guarantee <i>[as required by the Employer in Section 3]</i>	Functional Guarantee Value Offered by the Bidder
1.	
2.	
3.	
...	

Appendix 15 to Technical Proposal: Other Aspects, if any, to be included as per the Bidding Documents (refer ITB/BDS 11.2 (k) also)

Attachment 9: Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation, Eligibility and Qualification Criteria) the Bidder shall provide the following information requested in the corresponding Information Sheets.

Form ELI - 1: Bidder's Information Sheet

		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			

Corporate or registration number		
In case of a Joint Venture, legal name of each partner		
Bidder's authorized representative (name, address, telephone number(s), fax number(s), e-mail address)		
Attached are copies of the following documents: <ul style="list-style-type: none"><input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above<input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2, as attachment to Letter of Bid -Technical Bid, in the format attached therein<input type="checkbox"/> 3. In case of a Joint Venture, Joint Venture agreement, in accordance with Section 3, as attachment to Letter of Bid -Technical Bid, in the format attached therein		

Form ELI - 2: Joint Venture Information Sheet

Each partner of the Joint Venture and Affiliate/ Associate/ Specialist Subcontractor, as the case may be, must fill out this form separately.

Bidder's legal name		
		Information of Joint Venture Partner or Affiliate/ Associate / Specialist Subcontractor
Names	Full Legal name(s)	
	Full trading name(s) (if any)	
Addresses	Registered address(es)	
	Trading address (es)	
	Postal address (es) (if different from trading address)	
Type of organization		
Country of constitution/ incorporation/ registration		
Year of constitution/ incorporation/ registration		
Corporate or registration number		
Joint Venture Partner's or Affiliate's/ Associate's/ Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)		
Attached are copies of the following documents: <input type="checkbox"/> 1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above. <input type="checkbox"/> 2. Authorization to represent the firm named above.		

Form ELI – 2(A): Details of Participation in the Joint Venture

PARTICIPATION DETAILS	FIRM ‘A’ (Lead Member)	FIRM ‘B’	FIRM ‘C’
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Works (Give details on contribution of each)			

The Joint Venture should indicate the details of participation as above.

Form CON – 1: Historical Contract Non-performance

Each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation, Eligibility and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Choose one of the following:			
<input type="checkbox"/> No nonperforming contracts. <input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Description	Amount of Non-performed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>	<i>[insert amount]</i>
Choose one of the following:			
<input type="checkbox"/> No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder. <input type="checkbox"/> Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).			

Year	Matter in Dispute	Value of Pending Claim (\$ Equivalent)	Value of Pending Claim as a Percentage of Net Worth
<i>[insert year]</i>	<p>Contract Identification, as applicable: <i>[indicate complete contract name/ number, and any other identification]</i></p> <p>Name of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: <i>[insert full name]</i></p> <p>Address of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: <i>[insert street/city/country]</i></p> <p>Matter of Dispute: <i>[indicate full description of dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate “Employer” or “Contractor”]</i></p> <p>Status: <i>[indicate status of dispute]</i></p>	<i>[insert amount]</i>	<i>[insert amount]</i>

Table 2 of this form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation, Eligibility and Qualification Criteria) is applicable.

Form CON – 2: ESHS Performance Declaration

Each Bidder must fill out this form in accordance with Criterion 2.2.4 of Section 3 (Evaluation, Eligibility and Qualification Criteria).

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

In case of a Affiliate/ Associate/ Specialist Subcontractors, each Specialist Subcontractor must fill out this form and provide the Affiliate/ Associate/Specialist Subcontractor's name:

Affiliate/ Associate/ Specialist Subcontractor: _____

<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social or Health and Safety performance since the date specified in Criterion 2.2.4 of Section 3 (Evaluation, eligibility and Qualification Criteria).			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social or Health and Safety performance since the date specified in Criterion 2.2.4 of Section 3 (Evaluation, Eligibility and Qualification Criteria). Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Indian Rupee equivalent)

<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g., discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and Indian Rupee equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]</i>		<i>[insert amount]</i>

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Year 1:	Year 2:	Year __:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN – 3.
------------------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			

Profits After Taxes			
<p><input type="checkbox"/> Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 5 years, as indicated in Section 3 and above, complying with the following conditions.</p> <ol style="list-style-type: none">1. Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.2. Historical financial statements must be audited by a certified accountant.3. Historical financial statements must be complete, including all notes to the financial statements.4. Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).			

Form FIN - 2: Average Annual Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture, from operations including other income, converted to Indian Rupees at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Year	Amount Currency	Exchange Rate	Indian Rupee Equivalent
Average Annual Turnover			

Form FIN – 3: Availability of Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

No.	Source of financing	Amount (Indian Rupee equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Credit Line ^a	
3	Other Financial Resources	
Total Available Financial Resources		

^a To be substantiated by a letter from the bank issuing the line of credit.

Form FIN- 4: Financial Requirements for Current Contract Commitments

Bidders (or each Joint Venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) ^a	Remaining Contract Period in months (Y) ^b	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
4						
Total Monthly Financial Requirement for Current Contract Commitments (CCC)						Rs

^a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (Indian Rupee equivalent based on the foreign exchange rate as of the same date).

^b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.3.3 of Section 3)

This form requires the same information submitted in Forms FIN - 3 and FIN - 4. All conditions of "Available Financial Resources Net of CCC \geq Requirement for the Subject Contract" must be satisfied to qualify.

Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3 (B)	Total 3 Month Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	3 Month Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)				

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3 (B)	Total 3 Month Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	3 Month Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
One Partner:					
_____ – (Name of Partner)				
Each Partner:					

(Name of Partner 1)				
(Name of Partner 2)				
(Name of Partner 3)				
All partners combined	$\sum D$ = Sum of available financial resources net of current contract commitments for all partners		$\sum D =$ _____	

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the Employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

Form EXP – 1: Contracts of Similar Size and Nature

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate, Contract Completion Certificate or Performance Certificate.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Borrower's Central bank on the date of the contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	Indian Rupee	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		

--	--

Form EXP – 2: Environmental, Social, Health and Safety Certification

Please provide the following information:

Availability of the following valid ISO certification or internationally - recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite:

[Select the required certifications from below^a]

- Quality management certificate ISO 9001
- Environmental management certificate ISO 14001
- Health and Safety management certificate ISO 45001

^a Depending on the environmental, health and safety issues of the worksite and the type of competition planned (national or international), the list of required certifications may be restricted to those corresponding to the main issue of the worksite management.

Form EXP– 2 is made available for use by the bidder and by the Employer to determine capacity and capability for compliance with the EHS requirement. Any failure/ shortcoming by the Bidder shall not lead to bid rejection but a tool to improve its EHS systems and process.

Form EXP – 3: Environmental, Social, Health and Safety Documentation

Please provide the following information:

Availability of in-house policies and procedures acceptable to the Employer for ESHS management:

1. Existence of an Ethics Charter.
2. Existence of a system for monitoring compliance with ESHS commitments for the Bidder's Subcontractors and all its partners.
3. Existence of official company procedures for the management of the following relevant points:

[Select 3-5 that apply for the worksite from below options- as per Section 2]

- *EHS resources and facilities and ESHS monitoring system;*
- *Project Areas management information (base camps, quarries, burrow pits, storage areas);*
- *Health and Safety on worksites policy and related guidance;*
- *Local recruitment and ESHS trainings of local staff/subcontractors/local partners;*
- *Community stakeholder engagement practice;*
- *Traffic management practice;*
- *Hazardous products management practice;*
- *Waste management practice;*
- *Protection of water resources;*
- *Biodiversity protection practices;*
- *Site rehabilitation and revegetation practice;*
- *Local cultural heritage protection practice;*
- *Erosion and sedimentation practices;*
- *Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19 etc),.*

Form EXP– 3 is made available for use by the bidder and by the Employer to determine capacity and capability for compliance with the ESHS requirement. Any failure/ shortcoming by the Bidder shall not lead to bid rejection but a tool to improve its ESHS systems and process.

Form EXP – 4: Environmental, Social, Health and Safety Dedicated Personnel

Please provide CV [Form PER-2] of the personnel of the main contractor/ Joint Venture partners for the ESHS positions specified in Section 6 (Employers Requirements) or elsewhere in the bidding document:

[For example]

- *Environmental and Social Specialist*
- *Health and Safety Specialist*

Form EXP– 4 is made available for use by the bidder and by the Employer to determine capacity and capability for compliance with the ESHS requirement. Any failure/ shortcoming by the Bidder shall not lead to bid rejection but a tool to improve its ESHS systems and process.

Form EXP - 5: Subcontractors

Fill out one (1) form per contract per subcontractor.

Contract for the Major Items		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	Indian Rupee	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employers name Address Telephone number Fax number E-mail		