

SECTION – XII

FORMS

This section contains a list of following formats for providing various information about the bidder for ascertaining the credentials of the firms and facilitate evaluation of the bid.

The tenderer is required to fill in these formats and submit with their tenders without which the tender shall be considered as incomplete.

Form -	1	Bank Guarantee for Earnest Money
Form -	2	Bank Guarantee for Security Deposit
Form -	3	Performance Bank Guarantee
Form -	4	Agreement Form
Form -	5	Tender Form
Form -	6	Pre-qualification Details of Tenderer
Form -	7	Declaration
Form -	8	General Particulars
Form -	9	List of Drawing and Literature
Form -	10	Deviations from Additional Conditions of Contract
Form -	11	Deviations from General Conditions of Contract
Form -	12	Recommended Spare Parts
Form -	13	Recommended Special Tools and Tackles
Form -	14	Recommended Test Sets and Testing Instruments
Form -	15	Quoted Guaranteed Delivery/ Project Completions Schedule
Form -	16	Details of Proprietor/ Partners etc.
Form -	17	Financial Incidence of Technical Deviation

FORM -1**SPECIMEN FORM OF BANK GUARANTEE**

(For depositing Earnest Money in case the amount for deposit exceeds Rs. 5000/-)

To,

Executive Engineer (C),
Ziro Civil Division,
Deptt. of Hydro Power Development,
Ziro.

Sir,

WHEREAS, Messersa Company incorporated under the Indian Companies Act having its registered office at a firm registered under the Indian Partnership Act and having its business office at.....

Srison of.....
resident of.....

Sri.....son of.....R/o.....

Sri.....son of.....R/o.....

and Sri.....son of.....R/o.....

partners carrying on business under the firm's name and style of Messers..... atwhich is registered partnership firm (hereinafter called the 'Tenderer') has/have in response to your Tender Notice against specification No.....for, offered to supply and/ or execute the works as contained in the tenderer's letter No..... dated

AND WHEREAS the Tenderer is required to furnish to you a Bank Guarantee for the sum of Rs. as Earnest Money against the Tenderer's offer as aforesaid.

AND WHEREAS We (Name of the Bank), have, at request of the Tenderer, agree to give you this guarantee as hereinafter contained.

NOW THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that the aforesaid tender of the tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension thereof as you and the tenderer may subsequently agree and if the tenderer shall, for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof as aforesaid we hereby guarantee to you the payment of the sum of Rs..... on demand notwithstanding the existence of any dispute between the Deptt. of Hydro Power Development and the Tenderer in this regard and we hereby further agree as follows :-

- a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add these to any further conditions as may be mutually agreed upon between you and the tenderer.
- b) That the guarantee herein before contained shall not be affected by any change in the constitution of the tenderer.
- c) That this guarantee commences from the date thereof and shall remain in force till the tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity or the extended period of validity, as the case may be, of the tender, whichever is earlier.
- d) That the expressions 'The Tenderer' and 'the Bank' and 'the Deptt. of Hydro Power Development' herein used shall, unless such and interpretation is repugnant to the subject or context include their respective successors and assigns.
- e) That any account settled between you and the tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

Yours faithfully

FORM -2

**FORM OF BANK GUARANTEE FOR SECURITY
(CLAUSE 2.11.1 OF ADDITIONAL CONDITIONS OF CONTRACT)**

(For depositing security in case the amount for deposit exceeds Rs. 5000. Bank guarantee should be on a Non-Judicial Stamp Paper of Rs. 100.00 at present.)

To,

Purchaser

In consideration of the Deptt. of Hydro Power Development, (hereinafter called 'The Deptt.')

..... (hereinafter called 'The Contractor') from the demand under the terms and conditions of agreement dated made between and Deptt. of Hydro Power Development for hereinafter called the said 'Agreement' of security deposit for the due fulfillment by the said contractor(s) of the terms any conditions contained in the said agreement on production of bank guarantee for Rs. (Rupees only) we Bank (Ltd.) (hereinafter referred to as 'The Bank') do hereby undertake to pay the Deptt. an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Deptt. by reason of any breach by said contractor(s) of any of the terms and conditions contained in the said agreement.

2. We Bank (Ltd.) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on demand from the Deptt. stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Deptt. by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding of Rs.....

3. We Bank (Ltd.) 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 agreement and that it shall continue to be enforceable till all the dues of the Deptt. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Deptt. or their only authorised officer certifies that the terms and conditions of the said agreement have fully and properly been carried out by the said contractor (s) and accordingly discharges the guarantee.

4. We Bank (Ltd.) further agree with the Deptt. that the Deptt. shall have the fullest liberty without our consent and without affecting in any manner of obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Deptt. against the

said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension (s) being granted to the said contractor or for any forbearance, act or omission on the part of the Deptt. or any indulgence by the Deptt. to the said contractor(s) or any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.

5. We Bank (Ltd.) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Deptt. in writing.

6. Notwithstanding any thing contained above, the liability of the guarantor hereunder is restricted to said sum of Rs. and this guarantee shall remain valid till taking over of the machines by the purchaser after the successful commissioning. Unless a claim under the guarantee is filed with the guarantor within six months of such date, all claims shall lapse and the guarantor shall be discharged from the guarantee.

7. We (Name of Bank) lastly **undertake** to pay to the Deptt. any money so demanded not withstanding any dispute or disputes raised by the contractor (s)/supplier(s) in any suit or proceeding, pending before any Court or Tribunal relating to arbitration thereto or liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the contractor (s)/ supplier(s) shall have no claim against us for making such payment.

Date day of200

for Bank (Ltd.)

FORM - 3**PROFORMA FOR PERFORMANCE BANK GUARANTEE
(CLAUSE 2.11.2 OF ADDITIONAL CONDITIONS OF CONTRACT)**

To,

Purchaser

THIS DEED OF GUARANTEE MADE ON THE day of20. By the (hereinafter called 'the Guarantor') of the one PART IN FAVOUR OF the Deptt. of Hydro Power Development, (hereinafter called the Purchaser of the other part

WHEREAS in accordance with the contract agreement dated the day of20.....(hereinafter called 'the said Contract) entered in to between the purchaser and Messers a company within the meaning of the companies act and having its registered office at (hereinafter called 'the Contractor') the Contractor agrees to supply, erect, test & commission (strike off which is not applicable) to the Purchaser the as provided in the said Contract.

AND WHEREAS the payment terms under the Contract provide that in order to take 100% payment of the Contract value the contractor shall furnish to the purchaser a Bank Guarantee in the sum of 20% of contract value.

Now This Deed Witnesses As Follows

1. In consideration of the promises the Guarantor hereby undertakes that the Contractor shall duly supply, erect, test and commission (strike off which is not applicable) the aforesaid material of the correct quality and strictly in accordance with the said contract failing which the guarantor shall pay to the Purchaser on demand such amount or amounts as the Guarantor may be called upon to pay to the maximum aggregate of Rs. being 20% of the Contract value.
2. The Guarantor shall pay to the Purchaser on demand the sum under clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to it to compel the guarantor to pay the same or to compel such performance by the Contractor. Provided that where the Guarantor considers the demand of the Purchaser unjustified, it shall nevertheless pay the same though under protest to the Purchaser and shall not with-hold payment on that account.
3. This guarantee shall come into force the date hereof and shall remain valid for 18 (Eighteen) calendar months from the date of the handing over plants to the purchaser or 8000 hours of running which ever is later according to the Contract. If however, the period of the Contract is for any reason extended thereby extending the said date and upon such extension, if the Contractor fails to furnish a fresh or renewed bank guarantee for the extended period, the Guarantor shall pay to the Purchaser the said

sum of Rs..... or such lesser sum as the Purchaser may demand.

- 4. The guarantee herein contained shall not be effected by any change in constitution of the Guarantor or of the Contractor.
- 5. Any account settled between the Contractor and the Purchaser shall be conclusive evidence against the Guarantor of the amount due and shall not be questioned by the Guarantor.
- 6. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.
- 7. The Purchaser and the Contractor will be at liberty to carry out any modifications in the said Contract during the time of the said contract and any extension thereof, notice of which modifications to the guarantor is hereby waived.
- 8. The expressions 'The Purchaser' and 'The Guarantor' and 'The Contractor' shall unless there be any thing repugnant to the subject or context include their respective successors and assigns.
- 9. Notwithstanding anything contained above, the liability of the Guarantor hereunder is restricted to the said sum of Rs..... and this guarantee shall expire on expiry of the performance guarantee of 8000 hours of running of machineries and equipments or 18 months from the date of handing over of the plant to the purchaser which ever is later unless a claim under the guarantee is filed with the Guarantor within six months of such date, all claims shall lapse and the Guarantor shall be discharged from the guarantee.

IN WITNESS WHEREOF

For and on behalf of the Guarantor has signed this deed on the day and year first above written.

Witness :

1.

Signed by

(For and on behalf of Guarantor)

2.

FORM - 4

FORM OF AGREEMENT

THIS AGREEMENT made on the _____ day of _____ 20____
BETWEEN _____ (hereinafter referred to
as “the Contractor”) of the one part AND the Executive Engineer (C), Ziro Civil Division,
Deptt. of Hydro Power Development, Ziro (hereinafter called “the purchaser”) of the other
part;

WHEREAS the purchaser is about to erect and maintain the.....
..... (hereinafter called “the works”) and for the purpose requires the plants
and machinery mentioned and specified in certain general conditions, specifications,
schedules, drawings, form of tender, covering letter and schedule of prices which, for the
purpose of identification, have been signed by on behalf
of the Contractor and (the
Engineer or the Purchaser) on behalf of the Purchaser all of which are deemed to form part of
this Contract as though separately set out herein below and are included in the expression
“Contract” whenever herein used.

- 1.
- 2.

AND WHEREAS the Purchaser on behalf of the Governor of Arunachal Pradesh has
accepted the tender of the Contractor as amended / modified during negotiation with tenderer
for the supply and delivery, erection, testing & commissioning of the said plant and
machinery for the sum of
.....
upon the terms and subject to the conditions hereinafter mentioned.

NOW THESE PRESENT WITNESSES and the parties hereto hereby agree and
declare as follows, that is to say, in consideration of the payment to be made to the Contractor
by the Purchaser as hereinafter mentioned the Contractor shall and will fully provide the said
plant and machinery including erection at site, testing & commissioning for the said works on
the terms and conditions mentioned in the Contract.

AND in consideration of the due provisions of the said plant and machinery involving
supplying, erection, testing and commissioning by the Contractor and due performance of his
part of contract, the Purchaser does hereby for himself, his successors or assigns covenant
with the Contractor that he, the Purchaser, his successors or assigns will pay to the Contractor
the said sum of
or such other sum as may be become payable to the Contractor under the provision of
the Contract, such payments to be made at such time and in such manner as is provided by
this contract.

IN WITNESS WHEREOF the parties hereto have signed this Deed hereunder on the
dates respectively mentioned against the signatures of each.

Signed
(for and on behalf of the Purchaser)
(date)
in the presence of

Signed
(Contractor)
(date)
in the presence of

FORM - 5
TENDER FORM

Tender specification No.

From:

To

Sir,

With reference to your tender notice for the above I/We hereby offer to the Deptt. Of Hydro Power Development, the items in the schedule of prices and delivery annexed in accordance with the annexed General Conditions of Contract additional conditions, technical specifications and schedules of Rates, to the satisfaction of the purchaser and in default there of, agree to fore feiture of earnest money by Department.

The supply rates quoted are on landed at site basis and quoted erection and commissioning rates are inclusive prorata and in full satisfaction of all claims till the handing over of the completed project in operating condition to the purchaser.

I/We agree to abide by this tender for the period of 90 days from the fixed date/ extended date for opening of the same.

A sum of Rs. -----/- (Rupees-----only) in the form of Demand Draft/ Bank Guarantee, duly pledged in favour of Executive Engineer (C), Ziro Civil Division, Deptt. Of Hydro Power Development, Ziro is enclosed with offer as earnest money.

I/We hereby undertake and agree to execute a contract in accordance with the conditions of the contract.

Encl: As above

Yours faithfully

Date: -----Day of -----200

Witness

(Signature of the Tenderer in Full)

(Name and signature)

Name

Address

Seal

Occupation

FORM - 6**PRE-QUALIFICATION DETAILS OF THE TENDERER**

Tender specification No. -----

1. **Technical**
2. **Financial Experience**
3. **Experience**
4. **Testing Facilities**

Sl. No.	Name of tests	Details of testing Equipment	Range upto which test can be performed	Place of testing
1	2	3	4	5

Routine

b.

c.

Acceptance

a.

b.

c.

Type

a.

b.

c.

5. Type Testing of Products

It is required that a Xerox copy of complete type test report of the products are enclosed with tender document failing which it will be presumed that the product is not yet tested.

NOTE 1. In case facility of test is not available at works, place where such tests would be carried out, be specified.

The tenderer is required to give the details of Testing facilities available in works against column 2. He is to essentially mention the name of test and give corresponding detail of testing equipment in column 3.

NOTE 2: Type test should have been carried out only within five years from the date of tender opening from any of the Laboratories/Test houses.

Company seal

Signature

Name

Designation

Date

FORM - 7

DECLARATION

(To be executed on a non-judicial stamp paper of Rs. 100/- with a revenue stamp of Rs. 1/- affixed)

Name of Tenderer.....

Specification No. and date of opening :- -----”.

In consideration of the Deptt. Of Hydro Power Development having treated the Tenderer to be an eligible person whose tender may be considered, the Tenderer agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within 90 days (or any extension thereof) from the date of opening of the tender; also to the condition that if hereafter the Tenderer does withdraw his proposal within the said period, the Earnest Money deposited by him may be forfeited to the Deptt. of Hydro Power Development and at the discretion of the purchaser, the purchaser may debar the Tenderer from tendering for a minimum period of one year reckoned from the date of opening of the tender.

Signed this day of

Place

Signed by

State title

(Whether Proprietor/Partner)

Witness:

Name of the firm

Signature

Address of the firm

Name

Seal of the firm

Address

FORM - 8**GENERAL PARTICULARS****Tender Specification No. -----**

1. Name of sole Tenderer/Consortium leader/ members of the consortium/associates

Sl No.	Name & type of the firm	Regd. Office		Head office		Local Representative		Authorized officer		
		Address	Phone No. Fax No.	Address	Phone No./ Fax No.	Address	Phone No./ Fax No.	Address	Phone No./ Fax No.	
1	2	3	4	5	6	7	8	9	10	
(i)										
(ii)										
(iii)										
2	Place from where service facility and spares are available (give full address)									
3	Whether the tenderer is sole proprietor/ partnership concern/Pvt. Ltd. Company/Public Under taking									
4	Name of foreign collaborator, if any									
5	Whether the design are their own or obtained from other sources. If from other sources, the same may be indicated.									
6	Name and address of sub-supplier, indicating equipment's, components or parts to be supplied by each.									
7	The name, designations, qualification & experience of Engineers employed by the tenderer in design, development and manufacturing the quoted item/ equipment and project site engineers/ incharge.									
8	Authorized capital of the company.									
9	Total annual turnover of the firm during last five financial years 2002-2003 2003-2004 2004-2005 2005-2006 2006-2007									
10	State the name and designation of your relative (s) if any, working in Deptt. of Hydro Power Development.									
11	1% security deposit in terms of clause is to be deposited within 30 days of placement of order.									

	Whether or not willing to deposit. If no, state reasons.	
12	Whether certificates of satisfactory performance of offered equipment enclosed or not. If yes, give the designation of the officer issuing certificate and the quantity to which it refers.	Enclosed/ not – enclosed
13	Whether landed at site prices and erection prices quoted or not	Yes/ No.
14	Whether the quoted prices are also applicable for any increased/ reduced quantity order.	Yes/No.
15	Terms of payment as mentioned in relevant clause are acceptable or not.	Yes/No.
16	Give trade Tax/ Sales Tax Registration No. (i) Central (ii) State	
17	Income Tax clearance certificate of current and the preceding year enclosed or not.	Yes/ No.
18	Whether the Tenderer is agreeable to supply the equipment in case of the deviations stipulated by him are not acceptable to the purchaser.	Yes/ no.
19	Give two references (Name , Designation and complete postal address) who can certify financial status and capability to under –take such turnkey project orders .References should be from authorized officials of any scheduled nationalized bank/ financial institutions/ credit rating agency in India.	
20	Have you offered any discount and if so, then details of rebate / discount	

Seal of company

Signature

Name

Designation

Date

FORM- 9

LIST OF DRAWINGS AND LITERATURE ENCLOSED WITH THE TENDER

Tender Specification No.-----

Sl No.	Drawing/ Literature No.	Titles
1	2	3

Seal of the Company

Signature

Name

Designation

Date

FORM - 10**DEVIATION FROM “ADDITIONAL CONDITIONS OF CONTRACT”****Tender Specification No. -----**

(All deviations from the “Special Conditions of Contract” shall be filled in clause by clause, in this form. Compliance with the Specifications will be taken as granted if the deviations are not specifically mentioned in this form. In case there are no deviation(s) “NIL” information should be furnished. In case the tenderer is required to agree to the standard clause then he may indicate the amount in Tender bid by which the tender price will thereby be increased or decreased.)

Sl. No.	Page No.	Clause No. & stipulation in Deptt. Specification	Deviation
1	2	3	4

The Tenderer hereby certifies that the above mentioned are the only deviations from the “General Requirement of Specification”.

Seal of the Company

Signature

Name

Designation

Date

FORM - 11**DEVIATION FROM “GENERAL CONDITIONS OF CONTRACT****Tender Specification No. -----**

(All deviations from the “General Condition of Contract shall be filled in clause by clause, in this form. Compliance with the Specifications will be taken as granted if the deviation are not specifically mentioned in this form. In case there are no deviation(s) “NIL” information should be furnished. In case the tenderer is required to agree to the standard clause then he may indicate the amount in Tender bid by which the tender price will there by be increased or decreased.)

Sl. No.	Page No.	Clause No. & stipulation in Deptt. specification	Deviation
1	2	3	4

The Tenderer hereby certified that the above mentioned are the only deviations form the “General Condition of Contract”.

Seal of the Company

Signature

Name

Designation

Date

FORM - 12**LIST OF RECOMMENDED SPARE PARTS****Tender Specification No. -----**

(Tenderer shall give below a list of recommended spares other than mandatory spares for 5 years trouble free operation of equipment offered by them).

Sl.No	Catalogue No.	Name of the component	Recommended Qty in Nos.	Prevalent unit price	Cost of spares
1	2	3	4	5	6

Seal of the Company

Signature

Name

Designation

Date

NOTE:

1. The tenderer shall not include the cost of the above spares in the price bid. Therefore, the tenderers are advised to restrict their price bids as per the schedule of quantities and prices under section – X for the purpose of price evaluation.
2. The price quoted for the recommended spare parts shall generally form the basis for placement of the orders for spares separately, if so required in due course of time. However, due consideration on price variation would be given at the time of placement of orders for such spares.

FORM - 13**LIST OF RECOMMENDED SPECIAL TOOLS AND TACKLES****Tender Specification No. -----**

(Tender shall give below a list of recommended special tools and tackles required for erection, commissioning, operation and maintenance of equipment offered by him).

Sl. No	Particular	Recommended Qty. in Nos per/ unit	Prevalent unit price	Cost of tools and tackles
1	2	3	4	5

The tenderer hereby certifies that the above are the only special tools and tackles for required erection, commissioning and maintenance of the equipment's offered by him.

Seal of the Company

Signature

Name

Designation

Date

NOTE:

1. The tenderer shall not include the cost of special tools and tackles in the price bid. The tenderer shall restrict their price bid as per the schedule of quantities and the prices under section- X.
2. The price quoted for the special tools and tackles shall generally form the basis for placement of the orders for special tools and tackles, if required in due course of time. However, due consideration on price variation would be given at the time of placement of orders for such special tools and tackles.

FORM - 14**LIST OF RECOMMENDED TEST SETS AND TESTING INSTRUMENTS****Tender Specification No. -----**

(Tenderer shall give below a list of recommended test sets and testing instruments required for erection, commissioning, operation and maintenance).

Sl No.	Particular	Quantity
1	2	3

The tenderer hereby certifies that the above are the only test sets and testing instruments required for required erection, commissioning and maintenance of the equipment's offered by him. These instruments shall be brought by the Contractor on returnable basis (after commissioning) without extra cost.

Seal of the Company

Signature

Name

Designation

Date

NOTE: Please write "NOT APPLICABLE" where the schedule is not relevant.

FORM - 15

**SCHEDULE OF QUOTED GUARANTEED DELIVERY/PROJECT
COMPLETION SCHEDULE**

Tender Specification No. -----

(Guaranteed DELIVERY/PROJECT COMPLETION SCHEDULE will be reckoned from the date of issue of letters of intent or date of signing of detailed order as the case may be.)

(“Please indicate activity wise bar chart with date of start & finish of each activity of the project with submission/approval of drawings/ data, delivery, erection & commissioning, preliminary acceptance tests and final acceptance test/ handing over of the complete project in operating conditions” etc.).

Seal of the Company

Signature

Name

Designation

Date

FORM - 16**STATEMENT GIVING DETAILS OF PROPRIETOR/ PARTNER OR DIRECTOR/
EXECUTIVES/ PRESIDENT/ SECRETARY OF TENDERING FIRM****Tender Specification No. -----**

Tender invited by:

The Chief Engineer,
Deptt. of Hydro Power Development,
Itanagar.

Specification No:

Sl No.	Full Name	Designation	Full address		Telephone No.	Full specimen signatures	Relationship with firm's proprietor
			Permanent home address	Official			
1	2	3	4	5	6	7	8

i. FOR PERSONS SIGNING TENDERS

- 1
- 2
- 3

ii. PROPRIETOR

- 1
- 2
- 3

iii. PARTNERS

- 1
- 2
- 3

iv. DIRECTORS

- 1
- 2
- 3

v. EXECUTIVES

- 1
- 2
- 3

vi. PRESIDENT / SECRETARY (AS THE CASE MAY BE)

1
2

NOTE: In each case the person who has signed the tender documents must enclose the attested photo copy of power of Attorney for signing the tender (To be marked as Schedule “S”)

Seal of the

Signature of tenderer
Name of tenderer
Designation
Address

FORM - 17

Financial Incidence of Technical Deviation if any

The contractor would clearly spell out financial implications of acceptance of deviations as indicated by him in forms this of section.

Date:

Place:

Signature of Bidder