

# 10 Format

## 10.1 Format 1: Cover Letter

(The covering letter should be on the Letter Head of the Bidding Entity/Lead Member of the Consortium)

Date:.....

Bid Number:.....

To,

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**Sub:** Bid for “ENGINEERING, PROCUREMENT, CONSTRUCTION AND COMMISSIONING (EPC) and O&M for two years OF **2918 kWp** SOLAR PHOTOVOLTAIC POWER PLANT

We, the undersigned, declare that:

- We have examined and have no reservations to the Bidding Documents, including Addenda issued;
- We offer to engineering, procurement, construction & commissioning (EPC) and Operation & Maintenance the Project for two years in conformity with the Bidding Document;
- Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of one hundred and twenty (120) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- We are not participating, as a Bidder or as a Subcontractor, in more than one bid in this bidding process.
- We have enclosed a Bid Security of ..... in the form of bank guarantee no. ....as per the prescribed format provided in given Format and valid up to .....
- We hereby unconditionally and irrevocably agree and accept that the decision made by Owner in respect of any matter regarding or arising out of the Bid shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.
- We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.
- We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Contract, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in Bid have been fully examined and considered while submitting the Bid.

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- If we are notified by you that we are the Successful Bidder in accordance with the tender, we commit to obtain and submit the Performance Security in accordance with the tender and Contract
- We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name : .....

Designation : .....

Company : .....

Address : .....

Phone No. : .....

Mobile No. : .....

Fax Nos. : .....

E-mail id : .....

Signed.....

Duly authorized to sign the Bid for and on behalf of.....

Date.....

(Authorized Signatory along with Company's Rubber Stamp)

**Attached are copies of the following original documents:** The written confirmation of authorization to sign on behalf of the Bidder shall consist of written Power of Attorney which should either be (a) notarized or (b) attested to by an appropriate authority in India or authenticated Board Resolution to be signed by a person having a power of attorney of the Company.

## 10.2 Format 2: Performance Security

### Bank Guarantee

..... BG NO: \_\_\_\_\_

DATED : \_\_\_\_\_

VALID UPTO : \_\_\_\_\_

To,  
INDIAN SYNTHETIC RUBBER PRIVATE LIMITED

Dear Sirs,

In consideration of Indian Synthetic Rubber Private Limited (hereinafter called "the Owner" which expression shall include its successors and assigns), having awarded certain work for and relative to \_\_\_\_\_ (Name of the Project/Work) to \_\_\_\_\_ (Name and address of the Contractor) (hereinafter called "the Contractor" which expression shall include its successors and assigns), upon certain terms and conditions inter-alia mentioned in the Owner's Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ read with the relative Tender Documents (hereinafter collectively called "the Contract", which expression shall include any formal contract entered into between the Owner and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications in the contract) inclusive of the condition that the Owner may accept a Bank Guarantee/Undertaking of a Scheduled Bank in India in lieu of Cash Deposit of the Initial Security Deposit as provided for in General Conditions of Contract forming part of the said Tender Documents:

We \_\_\_\_\_ (Name of the Bank), a body registered/constituted under \_\_\_\_\_ the \_\_\_\_\_ Act, having our Registered Office/Head Office at \_\_\_\_\_ (hereinafter called "the Bank" which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the Owner at New Delhi forthwith on first demand without protest or demur or proof or satisfaction and without reference to this guarantee upto an aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

AND the Bank doth hereby further agrees as follows :-

This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Owner upon the Bank made up to the midnight of \_\_\_\_\_ provided that the Bank shall upon the written request of the Owner made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Owner.

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The Owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to amend or vary the Contract and/or any of the terms and conditions thereof or relative to the said Initial Security Deposit or to extend time for performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the Contractor and/or the powers or remedies exercisable by the Owner against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Initial Security Deposit or the securities available to the Owner or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Owner of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Contractor or of any indulgence by the Owner to the Contractors or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.

The obligations of the Bank to the Owner hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other Guarantee/ undertaking or security for any indebtedness of the Contractor to the Owner (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.

The amount stated by the Owner in any demand, claim or notice made with Reference to this guarantee shall as between the Bank and the Owner for the purpose of these presents be conclusive of the amount payable by the Bank to the Owner hereunder.

The liability of the Bank to the Owner under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Owner, the Contractor and the Bank and/or the Bank and the Owner or otherwise howsoever touching or affecting these presents for the liability of the Contractor to the Owner, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Owner under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Owner in terms hereof.

The Bank shall not revoke this undertaking during its currency except with the previous consent of the Owner in writing and also agrees that any change in the constitution of the Contractor or the Bank or the Owner shall not discharge the Bank's liability hereunder.

Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.

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Notwithstanding anything contained herein:

The Bank's liability under this guarantee/undertaking is restricted to and shall not exceed (Amount in figures & words) ;

This guarantee/undertaking shall remain in force upto\_\_\_\_\_ and any extension(s) thereof; and

The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before\_\_\_\_\_ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

(ix) The Bank doth hereby declare that Shri\_\_\_\_\_(Name of the person signing on behalf of the Bank) who is\_\_\_\_\_(his designation), is authorised to sign this undertaking on behalf of the Bank and to bind the Bank hereby.

Dated this\_\_\_\_\_ day of \_\_\_\_\_200\_\_\_\_\_.

Yours faithfully,

Signature :\_\_\_\_\_

Name & Designation:\_\_\_\_\_

Name of the Branch:\_\_\_\_\_

Dated:\_\_\_\_\_

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### 10.3 Format 3: Bidder Information Sheet

Item	Description
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p>In case of single entity, articles of incorporation or constitution of the legal entity named above</p> <p>Authorization to represent the firm or JV named in above</p> <p>In case of JV, letter of intent to form JV or JV agreement</p>	

## 10.4 Format 4: JV Information Sheet

Each member of a JV must fill in this form:

Item	Description
Bidder's legal name	
In case of JV, legal name of each partner	
JV Partner's country of constitution	
JV Partner's year of constitution	
JV Partner's legal address in country of constitution	
JV Partners's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p>Articles of incorporation or constitution of the legal entity named above</p> <p>Authorization to represent the firm named above: The written confirmation of authorization to sign on behalf of the Bidder shall consist of written Power of Attorney which should either be (a) notarized or (b) attested to by an appropriate authority in India or authenticated Board Resolution to be signed by a person having a power of attorney of the Company.</p>	

## 10.5 Format 5: Technical Eligibility Criteria

(On the letterhead of the Bidding Entity)

DETAIL OF SIMILAR WORKS EXECUTED DURING THE LAST 5 ( FIVE ) YEARS								
								RFQ NO. :
NAME OF THE WORK :								
NAME OF THE BIDDER :								
Tenderer should furnish information strictly as per the format.								
Sl. No	Full postal address of the client & name of the officer-in-charge with fax / Phone number	Contractor on behalf of whom job was done	Description of the work	Value of the contract	Date of commencement	Capacity of solar project (in kWp) installed	Completion time (months) as stated in work order	Actual completion time (months)
Stamp & Signature of Bidder								



## 10.6 Format 6: Financial Eligibility Criteria

(On the letterhead of the Bidding Entity)

Each Bidder or Lead member of a JV must fill in this form

### **Annual Turnover of Last Three (03) Financial Years**

We certify that the Bidding Entity had Annual Turnover computed in accordance with the instructions provided of the last three (03) immediately preceding financial years.

Year	Amount [INR]
Year 1	
Year 2	
Year 3	
Minimum Annual Turnover in last 3 years	

The information supplied should be the Annual Turnover of the Bidder or Lead member of a JV in terms of the amounts billed to clients for each year for contracts in progress or completed.

*Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.*

- ***All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.***
  - ***Historic financial statements must be audited by a certified accountant.***
  - ***Historic financial statements must be complete, including all notes to the financial statements.***
  - ***Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).***
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## 10.13 Format-13 Records of Bidder

SUBMISSION OF RECORDS			
Bidder is required to submit the following records strictly as per the table :			
Record description heading			
Name of Bidder			
Registered / Main Office Address			
Phone, Fax No and Email of the Registered Office / Concern Person			
GST			
Income Tax Permanent Account No			
SSI / NSIC Registration no ( If Any )			
Document type		Submitted ( Yes / No )	Document reference number ( Attachment number )
PF & ESI Certificate			
ITR copies			
AUDITED ACCOUNTS statements			
Signature & stamp of bidder			

### 10.14 Format-14 Present Commitments

DETAILS OF PRESENT COMMITMENTS OF THE BIDDER								
NAME OF THE WORK :								
NAME OF THE BIDDER :								
Bidder should furnish information strictly as per the format								
Sl No	Full postal address of the client & name of the officer-in-charge with fax / phone number	Contractor on behalf of whom job is executing	Description of the work	Value of contract	Date of commencement	Capacity of solar project Installation	Scheduled completion time (Months)	Copy of work order submitted (Yes / No)
Stamp & Signature of Bidder								

