

# FORM-A

# (On the Letter Head of the Bidder)

# **BIDDER'S PROFILE**

Proposal No.:

Date:

1	Name & address of the Bidder with phone/fax/e-mail.	
2	<ul> <li>Year of incorporation (attach copies of incorporation documents).</li> </ul>	
	<ul> <li>b. Date &amp; year of commencement of business (in case the Bidder is a public company).</li> </ul>	
3	The current shareholding of the Bidder is as under (attach copies of constituent documents or other relevant forms filed with the Registrar of Companies (or the equivalent thereof) showing such shareholding): [•]	
4	Names of directors and other executives with designation.	
5	Designation of individuals authorised to act for the Bidder.	
6	Total no. of professional staff on direct roll of Bidder:	
	a. Managerial Staff;	
	<ul> <li>Maintenance engineers/supervisor (Mechanical/Electrical/C&amp;I);</li> </ul>	
	c. Operators;	



	<ul> <li>d. Maintenance technicians (Mechanical/Electrical/C&amp;I); and</li> <li>e. Others.</li> </ul>	
7	Has the Bidder ever abandoned the awarded power plant operation & maintenance service contract before its completion? If so, give name of the power plant and reasons for abandonment.	
8	Has the Bidder ever been debarred/black- listed for competing in any organisation at any time? If yes, please give details.	
9	Has the Bidder ever been convicted by a court of law? If so, give details.	
10	Any other information considered necessary but not included above.	

Place:

Date:

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

- (i) In case of an Indian company, common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 2013.
- (ii) In case the Bidder is a foreign company, then the common seal/corporate seal of such foreign company shall be affixed in accordance with the procedures prescribed under its constituent documents and the applicable law in the jurisdiction of incorporation of such foreign company.



(iii) In case the Bidder is relying on the financial and technical capability of the Parent then the above details for the Parent must be provided.



# FORM-B

(On the Letter Head of the Bidder)

#### DETAILS OF PRESENT COMMITMENT AND PAST EXPERIENCE

Proposal No.:

Date:

SI.	Contract	Contract	Name &	Capacity	Scope	Contract	Contract	% work	Date of	No. of	No. of	Details of	Details	Plant
No	no. &	awarding	location	& unit	of work	price	price (in	completed	completion	skilled/unskill	engineers	major tools	of major	availability
•	date	agency	of the	no.			INR		of work, if	ed workers	&	and plants	goods	achieved in
			plant	covered			million)		applicable	employed	supervisors	deployed	supplied	each year
				in							deployed			of contract
				contract										and
														throughout
														the contract
														period
														penou
А	A PRESENT COMMITMENT													
							-							
R	B PAST EXPERIENCE													

(Signature) \_\_\_\_\_

(Printed Name)
(Designation)
(Common Seal)

Date:

Place:

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- (ii) In case the Bidder is a foreign company, then the common seal/corporate seal of such foreign company shall be affixed in accordance with the procedures prescribed under its constituent documents and the applicable law in the jurisdiction of incorporation of such foreign company.
- (iii) In case the Bidder is relying on the financial and technical capability of the Parent then the above details for the Parent must be provided.



## FORM-C

# (On the Letter Head of the Bidder)

# AUDITED FINANCIAL INFORMATION FOR THE LAST THREE FINANCIAL YEARS

Proposal No.:

Date:

a.	Legal name of the Bidder.	
b.	Date of incorporation.	
C.	Registered office address.	
d.	Bidder's share capital employed in the business.	
e.	Turnover of the Bidder in last three financial years:	
	• 2017-2018	
	• 2018-2019	
	• 2019-2020	
f.	Profit (before tax) earned by the Bidder in last three	
	financial years:	
	• 2017-2018	
	• 2018-2019	
	• 2019-2020	
g.	Value of fixed asset of the business by the Bidder in last	
	three financial years:	
	• 2017-2018	
	• 2018-2019	
	• 2019-2020	
	✓ 2017-2020	



h.	Net Worth of the Bidder in last three financial years (Net Worth is calculated based on the principles provided under Clause 5.3 of NIB):	
	• 2017-2018	
	• 2018-2019	
	• 2019-2020	
i.	Cash flow from operations in last three financial years:	
	• 2017-2018	
	• 2018-2019	
	• 2019-2020	
j.	Guarantee limits (if any) enjoyed by the Bidder.	
k.	Overdraft limits (if any) enjoyed by the Bidder.	
Ι.	Certificate from bank to prove Bidder's financial capability, to perform the services and obligations under the Contracts (as defined in the ITB), duly indicating the credit limit sanctioned by the bank in favour of the Bidder.	

Note: All the above documents shall be duly certified by banks/auditors, as the case may be.

(Signature)	
(Printed Name) _	
(Designation)	
(Common Seal) _	

Place:

Date:



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#### FORM-D

## FORMAT OF CV OF KEY PERSONNEL

а.	Name of Bidder:			
b.	Name of professional:			
С.	Date of birth:			
d.	Years with Bidder:			
e.	Nationality:			
f.	Membership in professional societies:			
g.	Detailed task assigned:			
h.	Key qualification: (Give an outline of staff member's experience and training relevant to responsibility in context of assignment. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and location.)			
i.	Education: (Summarize college/university and other specialised education of staff member.)			
j.	Employment record: (Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name(s) of employing organisation(s), title of position held and location of assignments. For experience in last ten years, also give type of activities performed and client references, where appropriate.)			
Place:	(Signature)			
	(Printed Name)			
Date:	(Designation)			
	(Common Seal)			
Note				

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constituent documents and the applicable law in the jurisdiction of incorporation of such foreign company.



## FORM-E

(On the Letter Head of the Bidder)

## **TOOLS & PLANTS MOBILIZATION PLAN**

Proposal No.:

Date:

SI. No.	Name of equipment	Qty. owned	Oty. already deployed in other contract	Qty. proposed to be deployed	Proposed time of deployment

(Signature) \_\_\_\_\_

Place:

(Printed Name) \_\_\_\_\_

Date:

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

\_



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# FORM-F

# (On the Letter Head of the Bidder) OPERATION & MAINTENANCE – BIDDER'S APPROACH

# Proposal No.

Date:

	Bidder's Response
Safety Plan	
Whether Bidder has in place a valid health and safety policy for similar work which it intends to implement at Plant? If yes, please provide copy of the same.	
Has the Bidder identified any hazards inherent to this type of work? If yes, please give detail.	
Has the Bidder described how the hazards will be managed? Please provide copies of all relevant occupational health and safety policies, programs and procedures which have been designed to manage such hazards?	
What risk assessment and safety system Bidder plans for the job it is undertaking?	
How does the Bidder provide equipment, preventative maintenance training and equipment operation training to its staff?	
What are the Bidder's standards for administrative control for work operations and emergencies to ensure public and employee safety?	
What information and instructions shall be provided to Bidder's employees to ensure that all employees are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness (e.g., deploy certified competent persons in specialized areas, etc.)?	
Operation Management Strategy	
What are the critical parameters to be strictly controlled by the Bidder for the OTPC CCPP?	
	<ul> <li>Whether Bidder has in place a valid health and safety policy for similar work which it intends to implement at Plant? If yes, please provide copy of the same.</li> <li>Has the Bidder identified any hazards inherent to this type of work? If yes, please give detail.</li> <li>Has the Bidder described how the hazards will be managed? Please provide copies of all relevant occupational health and safety policies, programs and procedures which have been designed to manage such hazards?</li> <li>What risk assessment and safety system Bidder plans for the job it is undertaking?</li> <li>How does the Bidder provide equipment, preventative maintenance training and equipment operation training to its staff?</li> <li>What are the Bidder's standards for administrative control for work operations and emergencies to ensure public and employee safety?</li> <li>What information and instructions shall be provided to Bidder's employees to ensure that all employees are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness (e.g., deploy certified competent persons in specialized areas, etc.)?</li> <li>What are the critical parameters to be strictly</li> </ul>



А9	What key performance indicators ( <b>KPIs</b> ) shall be considered by the Bidder to prepare annual operational budget and spares, fuel, chemical and other consumables inventory planning?	
A10	What type of permit to work system, isolation procedure/lockout & tag out (LOTO) procedure Bidder wants to introduce in the Plant?	
A11	How the Bidder plans to train its operators to run the Plant efficiently?	
A12	What type of communication channel the Bidder wants to introduce in the operation section for free flow of information?	
A13	How the Bidder shall maintain the entire operation records and Plant incident history?	
В	Environmental Plan	
B1	What policies and procedures will the Bidder implement to ensure it is operating in an environmentally responsible manner and promoting proactive and innovative solutions to common environmental concerns?	
B2	How does the Bidder propose to identify environmentally sensitive areas to protect them with respect to maintenance, including fuel gas/HSD/chemical spill, refrigerant (CFC) handling, waste segregation and disposal?	
В3	What staff training has the Bidder provided and what it intends to provide in future to deal with hazardous material spills, contaminated sites and the legislative requirements?	
В4	How does the Bidder propose to deal with hazardous and non-hazardous waste material generated from maintenance procedures? What precautions has the Bidder proposed to ensure that no further contamination occurs?	
B5	Has the Bidder identified the maintenance activities that require approval and/or notification from environmental agencies?	
С	Management, Supervisory Structure and Skills	



C1	How will Bidder demonstrate that each supervisor has the capability to plan, organize, direct and review both routine and major operations and maintenance activities in keeping with the safety requirements, while providing the required level of technical supervision service?	
C2	How does the Bidder propose to liaise with members of the public, inspectors and department staff, etc.?	
D	Major Maintenance Strategy	
D1	How does the Bidder intend to deliver each of the key components of major maintenance?	
D1.1	Gas Turbine major maintenance, minor inspection, routine repairs;	
D1.2	Steam turbine major maintenance, minor inspection, routine spares;	
D1.3	Steam water cycle big auxiliary maintenance and overhaul, major replacement such as overhaul or seal replacement, etc.;	
D1.4	HRSG condition monitoring, tube leak management, piping condition management, duct side maintenance, insulation, scaffolding, expansion joint replacement; and	
D1.5	Balance of Plant condition monitoring.	
D2	What other operations if any, does the Bidder see as key and how will they be delivered?	
D3	How is the Bidder proposing to monitor the maintenance within the work area?	
D4	What is the condition and availability of the equipment which will initiate needed maintenance by Bidder?	
D5	How the Bidder shall evaluate subcontractors for maintenance work?	
E	Routine Maintenance Strategy	
E1	What is the Bidder's plan to assess equipment conditions within the work area with respect to:	



E1.1	Equipment condition monitoring?		
E1.2	Performance monitoring?		
E1.3	Recording and reporting of condition of equipment? and		
E1.4	Complying with all preventive maintenance schedule?		
E2	What type of communications systems will the Bidder utilize to co-ordinate between supervisor and technicians and among technicians?		
E3	What staff levels and organization is the Bidder proposing for the routine maintenance, for each of the following key maintenance areas of mechanical, electrical, control & instrumentation:		
E3.1	Planning the condition monitoring activities;		
E3.2	Scheduling the maintenance; and		
E3.3	Interpreting condition monitoring results to predict the condition of the equipment.		
E4	How will the Bidder prepare for a major break down support?		
E5	What are the details of the Bidder's maintenance tools and plants those meet the level of service standards for each respective class with respect to:		
E5.1	Number of units (general tools, etc.)?		
E5.2	Size of units? and		
E5.3	Special Personal Protective Equipment (PPE).		
E6	What is the age, size, capacity, version etc. for each piece of tools?		
E7	Does the equipment meet the department's technical specifications for routine maintenance and all legal license requirements?		
E8	How does the Bidder propose to ensure a minimum of downtime, and should equipment fail, how will the Bidder continue to provide		



	the same level of service?	
E9	What housekeeping measures does the Bidder propose to minimize environmental contamination at the storage facilities?	
E10	What strategies are proposed for monitoring, controlling and optimizing the use of spares and consumables materials?	
E11	What routine maintenance training program will be provided to the Bidder's maintenance personnel?	
E12	Should the Bidder acquire additional work from another source, who and what will the priorities be for utilization of manpower and equipment and how will the work be co- ordinated?	
F	Emergency Response	
F1	How will the Bidder activate its crews on short notice in the event of emergencies?	
F2	What is the contingency plan in the event that primary staff cannot be reached?	
F3	What training will the Bidder provide to its staff in emergency response and procedures?	
F4	What type of communication system is proposed for dispatch, call-in staff, etc.?	
F5	How does the Bidder propose to accurately document the occurrences and the resulting responses?	
G	Quality Control	
G1	How does the Bidder propose to check the quality of its work against the quality standards?	
G2	Who on the Bidder's staff will be responsible for quality control?	
G3	Is there any staff/s within the Bidders company who is specialists in particular areas such as, FFT analysis Gas Turbine, steam turbine, HRSG minor inspections to whom the	



	supervisor can go for advice?	
G4	How will response times be monitored and	
	documented?	
<b>6</b> 5	What type of records or documents will be	
G5	produced to document quality control methods and results?	
	William will be the Diskiente wasses for	
G6	What will be the Bidder's process for correcting deficiencies that have been	
	identified?	
Н	Information Reporting	
H1	What method does the Bidder propose for recording the details of daily, weekly and	
	monthly operations with respect to:	
	the time the work was requested and	
H1.1	completed;	
H1.2	the quantity of work completed;	
H1.3	material used;	
H1.4	the quality of work completed;	
H1.5	the location of work completed; and	
H1.6	the work remaining.	
	What experience has the Bidder's staff had	
	with computer systems of SAP such as, Plant Maintenance Module including for planning	
	maintenance, issuance of work permits,	
	closure of work permits, maintain of history of	
H2	maintenance, etc., Materials Management	
	Module of SAP including for requisition of materials, issue and receipt of materials,	
	inventory management, etc., APT System, MS	
	Office, MS Projects, Visio, etc. and what is	
	their overall working knowledge of computers?	
J	Previous Experience	
J1	Has contactor been involved in routine and	
	major maintenance on other sites?	



	-	
J2	Is this involvement on similar scale as it is expected to deliver in OTPC CCPP, if not what was the size of operation, in terms of size of plant, Bidder's share of work?	
J3	What was relevance of the operation to OTPC CCPP in terms of type of activity performed and on the type of plant performed?	
К	Familiarity with CMMS	
K1	Has Bidder personnel worked with any Plant Maintenance Module and Materials Management Module of SAP before? Did it receive any training on such modules of SAP?	
K2	What kind of maintenance record-keeping does the Bidder envisage?	
К3	Does Bidder have required skills to retrieve information essential in planning of maintenance jobs?	

#### FORM-G

## PROFORMA FOR PRE-BID QUERIES

Proposal No.:

Date:

SI. No.	Reference of Bidding Document				Bidder's Query
	Part / Vol.	Page No.	Clause No.	Subject	

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

Date:

Place:

(Common Seal) \_\_\_\_\_

# **@TPC**

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#### FORM- H

#### (On the Letter Head of the Bidder)

#### **BID PROPOSAL LETTER**

**Proposal No.:** 

Date:

To ONGC Tripura Power Company Limited, 6th Floor, A-Wing, IFCI Tower, 61, Nehru Place, New Delhi - 110019 Ph: +91-11-26402100 Fax: +91-1126227532

Subject: Proposal for Operation & Maintenance Services and supply of Consumables for 2x363.3 MW Gas Based Combined Cycle Power Plant at Palatana, Tripura.

Dear Sirs,

- 1. We, the undersigned Bidder, having read and examined in detail the Bidding Document including amendment numbers. *(Insert Amendment Numbers, if any)* of the above package issued by ONGC Tripura Power Company Limited, **(OTPC)** New Delhi, the receipt of which is hereby duly acknowledged, hereby propose to provide all the services specified in Bidding Document, supply all Consumables and fulfil all contractual obligations in conformity with the said Bidding Document.
- 2. We are enclosing herewith our Bid with formats duly signed as desired by you in the Notice Inviting Bids (NIB) and Instructions to Bidder (ITB) for your consideration.
- 3. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the NIB, ITB and subsequent communications from OTPC.
- 4. We confirm that no variation or deviation has been considered in our proposal except those specified in Form-I and Form-J.
- 5. We agree to abide by this Bid for a period of 180 (one hundred eighty) days from the date fixed for opening of Unpriced Techno-Commercial Bid under Clause 2.0 (h) of NIB and it shall remain binding upon us and may be accepted at any time before expiration of that period.



- 6. In the event our proposal is accepted, we agree to furnish Contract Performance Guarantee in the manner acceptable to OTPC and for the sum equal to 10% (ten percent) of the contract price of the O&M Contract within 15 (fifteen) days from the date of Letter of Award.
- 7. We declare that total price quoted by us in Form-1 (Schedule of Price) in INR is for the entire scope of Services stipulated in Bidding Document.
- 8. We understand that you are not bound to accept the lowest or any bid you may receive.
- 9. We hereby unconditionally and irrevocably agree and accept that the decision made by OTPC in respect of any matter regarding or arising out of the NIB and ITB shall be binding on us. We hereby expressly waive any and all claims in respect of this process.
- 10. 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 Contracts, in the event of our selection as Successful Bidder.
- 11. The information submitted in our Bid is correct and we would be solely responsible for any errors or omissions in the Bid.
- 12. We hereby declare that (i) only the persons or entities interested in this proposal as principals are named under the Bid and that no other company, persons or firms other than those mentioned in the Bid have any interest in this proposal or in the Contract to be entered into, if the award is made on us; and (ii) this proposal is made without any connection with any other person, firm or party likewise submitting a proposal and that this proposal is in all respect for and in good faith, made without indulging in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice or Obstructive Practice.
- 13. The details of the contact person for the purposes of the Bid:

Name	:	
Designation	:	
Company	:	
Address	:	
Phone no.	:	
Fax no.	:	
E-mail address	:	

Capitalised terms used in this letter but not defined shall have the meaning prescribed to them under the Bidding Document.

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020.

Thanking you, we remain,

Yours faithfully,



Place:	(Signature)
	(Printed Name)
Date:	(Designation)
Dutc.	(Common Seal)

Address of Incorporation:

Address of the Principal Officer:

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#### FORM-I

# SCHEDULE OF TECHNICAL DEVIATION

- 1. Deviations to Bidding Document, if any, shall be indicated only in this schedule.
- 2. Deviations listed elsewhere shall be ignored.
- 3. No printed terms & conditions shall be considered.

SI. No.	Section	Clause No.	Page No.	Description as specified	Deviation taken

(Signature) \_\_\_\_\_

Place:

(Printed Name) \_\_\_\_\_



Date:

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

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#### FORM-J

# SCHEDULE OF COMMERCIAL DEVIATION

- 1. Deviations to Bidding Document, if any, shall be indicated only in this schedule.
- 2. Deviations listed elsewhere shall be ignored.
- 3. No printed terms & conditions shall be considered.

SI. No.	Section	Clause No.	Page No.	Description as specified	Deviation taken

(Signature) \_\_\_\_\_

Place:

(Printed Name) \_\_\_\_\_



Date:

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

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#### FORM-K

#### [ON THE LETTERHEAD OF THE BIDDER]

#### UNDERTAKING ON PRICE VALIDITY PERIOD

Proposal No.:

Date:

To ONGC Tripura Power Company Limited, 6th Floor, A –Wing, IFCI Tower, 61, Nehru Place, New Delhi - 110019 Ph: +91-11-26402100 Fax: +91-1126227532

Ref: Tender No. \_\_\_\_\_

Dear Sir,

We recognise that the Notice Inviting Bids (NIB) and Instructions to Bidder (ITB) is an offer made on the condition that the Bid would be kept open in its original form without variation or modification for a period of 180 (one hundred eighty) days from the date of opening of Unpriced Techno-Commercial Bid stated in the NIB and its extension, if any. We further confirm that the making of the Bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIB and ITB by us. Accordingly, we hereby undertake that the Bid shall be kept open and be valid for the required period of 180 (one hundred eighty) days from the date of opening of Unpriced Techno-Commercial Bid as stated in the NIB or any extension thereof.

If we, the Bidder, fail to honour the above terms and conditions, ONGC Tripura Power Company Limited shall without prejudice to any other rights it may have, also have an unqualified, absolute and unfettered right to encash the Bid Security submitted along with our Bid and the amount for Bid Security shall stand forfeited.

Place: Date: (Printed Name) \_\_\_\_\_ (Designation) \_\_\_\_\_ (Common Seal) \_\_\_\_\_



- (i) In case of an Indian company, common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 2013.
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## FORM-L

# [ON THE LETTERHEAD OF THE BIDDER]

## LETTER OF ACKNOWLEDGEMENT OF RECEIPT OF BIDDING DOCUMENT

Proposal No.:

Date:

To ONGC Tripura Power Company Limited, 6th Floor, A –Wing, IFCI Tower, 61, Nehru Place, New Delhi - 110019 Ph: +91-11-26402100 Fax: +91-1126227532

Ref: Tender No. \_\_\_\_\_("Tender") and all the bidding documents issued to us for the said tender on purchase ("Bidding Document").

Dear Sir,

We, \_\_\_\_\_\_\_ hereby acknowledge receipt of a complete set of Bidding Document for providing the Services for operation & maintenance of 2x363.3 MW combined cycle power plant of ONGC Tripura Power Company Limited (**OTPC**) at Palatana, Tripura, India for our use in preparing the bid for the Tender.

We have noted the closing date of receipt of bid in OTPC's office at 6<sup>th</sup> Floor, IFCI Tower, 61, Nehru Place, New Delhi- 1100019, India as \_\_\_\_\_\_[*This should be the date mentioned in Article 2 of NIB]* for the Tender.

We shall ensure that the contents of the Bidding Document shall be kept confidential within our organization and further that the specifications and text of Bidding Document shall remain the property of OTPC and shall be returned upon demand by OTPC, and the said documents are to be used only for the purpose intended by their publication i.e., to make the bid in response to the Tender.



Yours faithfully,

Place:	(Signature)
Date:	(Printed Name) (Designation)
	(Common Seal)

- (i) In case of an Indian company, common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 2013.
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FORM-M

# [ON THE LETTERHEAD OF THE BIDDER]

#### PROFORMA FOR LETTER OF AUTHORITY

Proposal No.:

Date:

To ONGC Tripura Power Company Limited, 6th Floor, A –Wing, IFCI Tower 61, Nehru Place, New Delhi - 110019 Ph: +91-11-26402100 Fax: +91-1126227532

Ref: Tender No. \_\_\_\_\_(the "Tender")

Dear Sir,

We, \_\_\_\_\_ do hereby confirm that Mr. \_\_\_\_\_

(Name (s), position held and address) is/are authorized to represent us in connection with the Tender for operation & maintenance of 2x363.3 MW combined cycle power plant of ONGC Tripura Power Company Limited (**OTPC**) at Palatana, Tripura, India *inter alia* to tender, negotiate and conclude the contracts, sign and submit the bid and all related documents and provide information/response to OTPC, represent us in all matters before OTPC, and generally deal with OTPC in all matters in connection with our bid.

A board resolution authorising Mr. \_\_\_\_\_\_ (Name (s), position held and address) in this behalf is attached to this letter as Annexure-1. We confirm that we shall be bound by whatsoever our said representative(s) shall commit.

Yours faithfully,

(Signature) \_\_\_\_\_

Place:

(Printed Name) \_\_\_\_\_

Date:



(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

# <u>Note:</u>

- 1. This letter of authority should be signed by the director or company secretary or any other authorised person and having a power of attorney or a board resolution (power of attorney/board resolution shall be annexed) to bind such Bidder.
- 2. In case of an Indian company, common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 2013.
- 3. In case the Bidder is a foreign company, then the common seal/corporate seal of such foreign company shall be affixed in accordance with the procedures prescribed under its constituent documents and the applicable law in the jurisdiction of incorporation of such foreign company.



#### Annexure-1

# Format for Board Resolutions

The Board, after discussion, at the duly convened meeting on..... (Insert date), with the consent of the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following resolution:

RESOLVED THAT Mr/Ms.....be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for operation and maintenance services and supply of consumables for 2x363.3 MW gas based combined cycle power plant at Palatana, Udaipur, Tripura, including signing and submission of our bid and all related documents and providing information/clarification, representing us in all matters before ONGC Tripura Power Company Limited (**OTPC**), and generally dealing with OTPC in all matters in connection with our bid for the said operation and maintenance services and supply of consumables and computerized plant maintenance management system.

Certified true copy

(Signature, Name and stamp of Company Secretary / Director)

- 1 This certified true copy should be submitted on the letter head of the Bidder, and should be signed by the company secretary/director of the Bidder.
- 2 This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 2013 may be suitably modified to refer to the laws applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.



#### Form-N

#### **TECHNICAL APPROACH & METHODOLOGY FOR O&M SERVICES**

Technical approach, methodology and work plan are key components of the Bid. You are suggested to present your proposal (around 50 (fifty) pages, inclusive of charts and diagrams) divided into the following four chapters:

- a. Technical approach and methodology;
- b. Work plan;
- c. Organization and staffing; and
- d. Details of tools & plants, vehicles to be deployed by the Bidder to carry out the job.

## Technical Approach and Methodology:

In this chapter Bidder should explain its understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output. Bidder should highlight the problems it thinks to be addressed and their importance, and explain the technical approach it would adopt to address them. It should also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach.

#### Work Plan:

In this chapter, Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of work under the Bidding Document and ability to translate them into a feasible working plan in relation with proposed organization chart and tools and plants to be deployed by the Bidder.

#### Organization and Staffing:

In this chapter Bidder should propose the structure and composition of its team. It should list the main disciplines of the assignment, the key expert responsible and proposed technical and support staffs.

#### Details of Tools & Plant to be deployed:

In this chapter Bidder should propose the list of equipment it will deploy for operation & maintenance purposes including various types of material handling equipment (e.g., cranes, tractors, trucks, trailers, etc.), welding, stress relieving, gas cutting equipments, mechanical, electrical, control & instruments testing equipment, NDT equipment, measuring instruments, gauges etc. While finalizing the list of tools & plants to be deployed at Plant, Bidders are advised to take into account the list of chemical lab equipment, electrical lab equipment and workshop equipment provided by EPC Contractor and as provided under Annexure-5 of the technical specifications which are attached as Annexure-3 to Part-B of the Bidding Document.
# 



#### FORM-P

#### PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.:

Date:

To ONGC Tripura Power Company Limited, 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi - 110019 Ph: +91-11-26402100 Fax: +91-1126227532

Dear Sirs,

we, \_\_\_\_\_\_, having our head office at \_\_\_\_\_\_ (hereinafter referred to as the "Bank", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns) do hereby unequivocally, irrevocably and unconditionally guarantee and undertake to pay to OTPC, the Amount, immediately on receipt of written demand in any form, for claim arising up to the End Date<sup>1</sup> (as defined below) without any demur, reservation, contest, recourse or protest and without any reference to Bidder. Any such demand made by OTPC on the Bank under this Guarantee shall be (a) conclusive evidence that OTPC is entitled to demand payment thereof from the Bank pursuant to Bid; and (b) binding on the Bank, in each case notwithstanding any difference between OTPC and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

The Bank's liability under this Guarantee is limited to the Amount and it shall remain in force up to and including [\_\_\_\_\_\_, 20\_\_] (such date as may be extended, the "End Date<sup>1</sup>" and shall not be terminable by notice or any change in the constitution of the Bank or the terms of the Bid or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between OTPC and the Bidder in connection with the Bid.

The End Date shall be extended from time to time for such period as may be desired by OTPC and

<sup>&</sup>lt;sup>1</sup> The End Date should be a date which is 210 (two hundred and ten) days from the date of opening of the Unpriced Techno-Commercial Bid.



accepted by the Bidder on whose behalf this Guarantee has been issued. However, this Guarantee shall not otherwise be amended, and the Amount shall not be reduced without the prior written consent of OTPC. The Bank hereby agrees to notify OTPC in writing by registered mail not less than 30 (thirty) days prior to expiration of this Guarantee if for any reason this Guarantee will expire according to its terms and the validity of this Guarantee has not been extended beyond the then current End Date. This Guarantee shall expire on the End Date whether returned to us or not, but, OTPC may raise a claim occurred on or prior to End Date on Bank within two months of End Date of this Guarantee and Bank will honour such claim(s), and no claims will be honoured thereafter.

The Bank expressly agrees that OTPC, at its option, shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Bidder and notwithstanding any security or other guarantee OTPC may have in relation to the Bidder's liabilities. This Guarantee shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Bank represents that this Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Bank in the manner provided herein.

This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank.

Dated this day of, 2020 at	
WITNESS	
(Signature)	(Signature)
(Name)	(Name)
(Official Address)	(Designation with Bank stamp)
	Attorney as per Power of Attorney
	No
	Dated

Note: Currency of this Bank Guarantee shall be INR (Indian Rupees). This Bank Guarantee shall be provided under a cover letter from the bank which is duly signed by 2 (two) authorized officers of such bank.



#### FORM-Q

## [ON THE LETTERHEAD OF THE BIDDER] DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITION

Proposal No.:

Date:

To ONGC Tripura Power Company Limited, 6th Floor, A –Wing, IFCI Tower, 61, Nehru Place, New Delhi - 110019 Ph: +91-11-26402100 Fax: +91-1126227532

Ref: Tender No. \_\_\_\_\_\_and all the bidding documents issued to us for the said tender on purchase ("**Bidding Document**").

Dear Sir,

We, \_\_\_\_\_\_\_hereby declare and confirm that we have visited the power plant at Palatana, Tripura as referred in the Bidding Document and acquired full knowledge and information about the Site (as defined under the Bidding Document) condition including wage structure, industrial climate, the law and order and other conditions prevalent at and around the Site. We further confirm that above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

We hereby offer to provide the services and supplies as detailed in Bidding Document in accordance with terms and conditions thereof.

Yours faithfully,		
Place:	(Signature)	
Place:	(Printed Name)	
Date:	(Designation)	
	(Common Seal)	
Note:		



- (i) In case of an Indian company, common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 2013.
- (ii) In case the Bidder is a foreign company, then the common seal/corporate seal of such foreign company shall be affixed in accordance with the procedures prescribed under its constituent documents and the applicable law in the jurisdiction of incorporation of such foreign company.



## FORM-R [ON THE LETTERHEAD OF THE BIDDER] <u>DISCLOSURE OF RELATIONSHIP</u>

Proposal No.:

Date:

To ONGC Tripura Power Company Limited, 6th Floor, A –Wing, IFCI Tower, 61, Nehru Place, New Delhi - 110019 Ph: +91-11-26402100 Fax: +91-1126227532

Ref: Tender No. \_\_\_\_\_

Dear Sir,

We, \_\_\_\_\_\_ hereby submit the following information pertaining to relatives of our Director(s) who are employed with ONGC Tripura Power Company Limited (OTPC).

Tick anyone as applicable.

- 1. The Director(s) of our company DO NOT HAVE any relatives employed in OTPC.
- 2. The Director(s) of our company HAVE relatives employed in OTPC and their particulars are as below:
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
- 3. For the purpose of this disclosure, 'relative' shall have the meaning prescribed to such term under Section 2(77) of the Companies Act, 2013.

Yours faithfully,

(Signature) \_\_\_\_\_

Place:



(Printed Name)
(Designation)
(Common Seal)

Note:

Date:

- (i) In case of an Indian company, common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 2013.
- (ii) In case the Bidder is a foreign company, then the common seal/corporate seal of such foreign company shall be affixed in accordance with the procedures prescribed under its constituent documents and the applicable law in the jurisdiction of incorporation of such foreign company.



#### FORM-S

## [ON THE LETTERHEAD OF THE BIDDER] DECLARATION BY THE BIDDER OF COMPLIANCE WITH TENDER SPECIFICATION

Proposal No.:

Date:

To ONGC Tripura Power Company Limited, 6th Floor, A-Wing, IFCI Tower, 61, Nehru Place, New Delhi - 110019 Ph: +91-11-26402100 Fax: +91-1126227532

Ref: Tender No. \_\_\_\_\_\_ and all the bidding documents issued to us for the said tender on purchase ("**Bidding Document**").

Dear Sir,

We, \_\_\_\_\_\_\_ hereby declare and confirm that we have gone through and understood the Bidding Document including financial and technical requirements/specifications mentioned therein. Our Unpriced Techno-Commercial Bid and Price Bid have been prepared accordingly in compliance with the requirements stipulated in the Bidding Document except for the deviations listed in Form-I and Form-J.

Yours faithfully,

(Signature)
(Printed Name)
(Designation)

(Common Seal) \_\_\_\_\_

Note:

Place:

Date:

(i) In case of an Indian company, common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 2013.



(ii) In case the Bidder is a foreign company, then the common seal/corporate seal of such foreign company shall be affixed in accordance with the procedures prescribed under its constituent documents and the applicable law in the jurisdiction of incorporation of such foreign company.



#### FORM-T

#### [ON THE LETTERHEAD OF THE AUDITOR]

### CERTIFICATE FROM STATUTORY/REPUTED AUDITOR FOR FINANCIAL CAPACITY OF THE BIDDER

Proposal No.:

Date:

To ONGC Tripura Power Company Limited, 6th Floor, A –Wing, IFCI Tower, 61, Nehru Place, New Delhi - 110019 Ph: +91-11-26402100 Fax: +91-1126227532

Ref: Tender No. \_\_\_\_\_\_ and all the bidding documents issued to us for the said tender on purchase ("**Bidding Document**").

Dear Sir,

In our capacity as statutory auditor of ........[*insert name of the Bidder*]/an auditor acting for ....... [*insert name of the Bidder*] we have verified the relevant statutory and other records of the ....... [*insert name of the Bidder*] and certify that the Net Worth of the ........ [*insert name of the Bidder*], as defined in the Notice Inviting Bids dated [•] issued by ONGC Tripura Power Limited, is positive as on 31 March, 2020 (or if the Bidder follows a different financial year (other than April to March) then as on the last date of its last financial year, as duly adopted by it and acceptable as per the laws applicable to it).

Capitalised terms used in this certificate but not defined herein shall have the meaning given to them under the Bidding Document.

Yours faithfully,

Place:

Date:



#### FORM-U

[On the letter head of Bidder]

#### FORMAT FOR DISCLOSURE

Proposal No.:

Date:

To ONGC Tripura Power Company Limited, 6th Floor, A –Wing, IFCI Tower, 61, Nehru Place, New Delhi - 110019 Ph: +91-11-26402100 Fax:+91-1126227532

Ref: Tender No. \_\_\_\_\_\_ and all the bidding documents issued to us for the said tender on purchase ("**Bidding Document**").

Dear Sir,

We hereby declare that our Affiliates are not separately participating in this bidding process.

We further declare that the above statement is true and correct. We are aware that if at any stage it is found to be incorrect, our Bid will be rejected and if Letter of Award has been issued or Contracts have been signed, the same will be cancelled and any bank guarantees submitted by us till that stage will stand forfeited and will be encashed by OTPC.

Capitalised terms used in this certificate but not defined herein shall have the meaning given to them under the Bidding Document.

Yours faithfully,

(Signature) \_\_\_\_\_

Place:

Date:

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Note:

(i) In case of an Indian company, common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 2013.



(ii) In case the Bidder is a foreign company, then the common seal/corporate seal of such foreign company shall be affixed in accordance with the procedures prescribed under its constituent documents and the applicable law in the jurisdiction of incorporation of such foreign company.



#### FORM-V

#### [On the letter head of Bidder]

#### LETTER FOR INSURANCE DETAILS

Proposal No.:

Date:

To ONGC Tripura Power Company Limited, 6th Floor, A –Wing, IFCI Tower, 61, Nehru Place, New Delhi - 110019 Ph: +91-11-26402100 Fax: +91-1126227532

Ref: Tender No. \_\_\_\_\_\_ and all the bidding documents issued to us for the said tender on purchase ("**Bidding Document**").

Dear Sir,

We, hereby confirm that we propose to take the following insurance policies in connection with our obligations under the Contracts. Insurance policies with required level of insurance as provided in this letter shall be obtained by us after signing of the O&M Contract.

SI. No.	Insurance Policy	Amount/Level of Insurance
1		
2		
3		

Yours faithfully,

(Signature) \_\_\_\_\_

Place:

Date:

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Note:



- (i) In case of an Indian company, common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 2013.
- (ii) In case the Bidder is a foreign company, then the common seal/corporate seal of such foreign company shall be affixed in accordance with the procedures prescribed under its constituent documents and the applicable law in the jurisdiction of incorporation of such foreign company.
- (iii) The Bidder shall ensure that the amount/level of insurance for the workmen's compensation insurance and comprehensive automobile insurance shall not be less than the amount/level of insurance for such insurances prescribed under Clause 13.3 of the O&M Contract.