



**MEGHALAYA POWER GENERATION
CORPORATION LIMITED MEGHALAYA
(INDIA)**

**UNDERWATER SEALING OF THE STEEL LINED HP
TUNNELS AT THE SURGE SHAFT OF STAGE-I, POWER
STATION.**

RIBHOI DISTRICT, MEGHALAYA

**VOLUME- 1
BIDDING DOCUMENT
INFORMATION AND INSTRUCTION TO BIDDERS
AND
CONDITIONS GOVERNING CONTRACT**

SECTION – I
INFORMATION AND INSTRUCTIONS
CONTENTS

PARA	TITLE	PAGE No.
A – GENERAL		
1.1	Scope of work	3
1.2	Eligible Bidder	6
1.3	Qualification of Bidder	9
1.4	Documents Establishing Bidder's Eligibility & Qualification	10
1.5	Transportation, Storage and Insurance of Equipment's	10
1.6	Contents of Bidding Documents	11
1.7	One Bid Per Bidder	11
1.8	Amendment to Bidding Document	12
1.9	Documents Comprising the Bid	12
1.10	Proforma of Bid	13
1.11	Bid Form and Price Schedule	13
1.12	Bid Prices	13
1.13	Bid Security	16
1.14	Period of Validity of Bids	18
1.15	Format & Signing of Bid	18
1.16	Submission of Bids	19
1.17	Deadline for submission of Bids	20
1.18	Late Bids	20
1.19	Bid Opening and Evaluation	20
1.20	Examination of Bids & Determination of Responsiveness	25
1.21	Procedure for Evaluation	26
1.22	Award of Contract - Post Qualification	27
1.23	Award Criteria	27

1.24	Purchaser's Right to accept any Bid and to reject any or all Bids	28
1.25	Notification of Award	29
1.26	Contract Performance Security	29
1.27	Signing of Contract	29
	Appendix-I- Qualifying Requirements	31

SECTION-I

GENERAL INFORMATION AND INSTRUCTION TO BIDDERS

1. SCOPE OF WORK

1.1 SCHEDULE OF REQUIREMENTS AND SCOPE OF WORK:

- 1 Underwater sealing of the mouths of the Steel lined High Pressure Tunnel (2 nos) under high water pressure at the bottom of the Surge shaft, one after another (tentatively one month for each HP Tunnel) for a period of 2 (two) months strictly as per the “Project Schedule/Work Schedule” in order to facilitate the execution of the allotted works for replacement of the Penstock Bypass Valves, inlet and outlet pipes etc., in both the Penstocks Valve Houses, as the Dam level shall be 3190 ft – 3180 ft above sea level during the lean season between the middle of February up to middle of May in the year. The said work situation/environment cannot be better as the Dam intake Gate was taken out since it became mal-functioned.
- 2 In addition to the Clauses in the Special Condition of Contract, the specific requirement of the Sealing work is that it should be reliably safe and secured for the mentioned works to be carried out in both the pen stock Valve Houses, utilising the best quality of Sealing items and accessories, in such a way so as to avoid possible caving in of the Dummy Seal and to reduce the flow/leakage of water from the Dummy gate to the penstock as minimally as possible so that the work personnel can easily access to the inside of the Penstock and work safely.
- 3 The tentative Sequential Processes for the above Sealing works are as follows and the bidder may also suggest any better option.

SEQUENTIAL PROCESSES FOR SEALING PRESSURE TUNNEL

1) DESIGNING OF DUMMY GATE:

After issuing of LOA and signing of Contract Agreement the Contractor shall design the Dummy Gate, stiffeners, bracket for anchoring the Dummy gate, desired holes etc., by taking the Maximum head of water in that period as well as other parameters and submit the same within 3 (three) weeks along with the design drawings/documents and details of the Sealing items with technical data for necessary approval by the competent authorities of MePGCL Civil wing.

2) FABRICATION OF DUMMY GATE

After obtaining of necessary approval of the Designs of the Dummy Gate etc., from the office of the Chief Engineer (C), HP&HC, MePGCL, the Contractor shall arrange for fabrication and transportation to the work site all the sealing items i.e, the Dummy

gate etc., within a period of 2 (two) months from the date of intimation of the approval of the designs.

3) SITE PREPARATION WORKS etc., FOR SEALING OF PENSTOCK MOUTHS AT THE SURGE SHAFT (Sealing of only one penstock will be done at a time. After completion of work in one penstock the same procedure for sealing shall be adopted for the works in other penstock) are briefly as below such as:

LOWERING AND LIFTING ARRANGEMENT IN THE TOP RISER SHAFT:

- a) Mobilization of Hoisting arrangement to the top of Riser Shaft
- b) Anchoring preparation for locking of Hoisting arrangement
- c) Assembly & Anchoring of Hoisting arrangement
- d) Mobilization of Dummy gate to floor level of Riser Shaft.

ARRANGEMENT IN THE BOTTOM OF RISER SHAFT:

- a) Arrangement of lights in the bottom of Riser Shaft.
- b) Arrangement for holding/pushing the dummy gate towards the pressure tunnel.
- c) Finalization of location for anchoring of Dummy gate
- d) This process includes the diving team to work in the bottom area of the Riser Shaft. Works like fixing of the brackets for mounting all the lights & fixing of the brackets of the jacks in the bottom of riser shaft.

LOWERING OF DUMMY GATE:

- a) Placing of Dummy gate in lowering position.
- b) Latching of dummy gate to the hoisting arrangement.
- c) Lowering of dummy gate.
- d) This process includes the lowering of dummy gate in the centre of the riser shaft with the required speed to reach the dummy gate safely to the bottom of the shaft. During the lowering of the Dummy gate, divers will go along with dummy gate to ensure the proper lowering of the gate.

ALIGNMENT OF DUMMY GATE WITH MOUTH OF PRESSURE TUNNEL

- a) Alignment of dummy gate in-front of the Pressure Tunnel
- b) Pushing of dummy gate towards the pressure Tunnel with help of jacks
- c) Alignment and marking of location for drilling on the wall of the surge shaft.

- d) This process is one of the most important task over the all as its related to the alignment of the dummy gate in the centre of the pressure shaft. For the alignment of the dummy gate in the riser shaft filled with water in all 3 direction, the divers will carry the operation by holding the gate in each direction to fix that axis. Restricting the movement of the dummy gate in the deep water without pushing pressure we need to fix the big jack with the gate. This is also included in a list of time taking process as diver is unable to do work more than 30 mins in water, so the another team of diver will come in action for continuing the process. After restricting that movement of dummy gate in each direction, now divers are ready to anchor the dummy gate.

ANCHORING OF DUMMY GATE OVER THE PRESSURE TUNNEL

- a) Drilling on the surface of surge shaft area after marking the location of bracket of Dummy Gate
- b) Insertion of anchor rod long with instant hardening grout
- c) Balanced tightening of anchor rod for balance sealing of dummy gate.
- d) After the alignment and locking of the gate on the sealing location of the pressure tunnel, marking will be done for drilling over the mouth of the pressure tunnel. Drilling in the bottom of the risk.
- e) Dewatering of the Penstock No. 1/Penstock No. 2 (one at a time).
- f) Coarse/Fine Sealing of the Gate with mouth of HPT.

Note: After the above works are completed the allotted work for replacement of the Penstock By-pass Valve etc., shall be attended for approximately 5 (five) days.

- g) After the replacement of Penstock By-pass Valve is completed filling of Penstock No. 1/Penstock No. 2 (one at a time).

CLEARING/CLEANING OF RISER SHAFT BOTTOM AREA AND SEALING OF ANCHORING HOLES/GROVES AND FILLING OF PENSTOCK:

- a) Removal of dummy gate from its anchored position and all items and accessories that was utilized for the sealing works along with the tools and tackles including metallic wastes items without leaving anything inside the Surge Shaft.
- b) Sealing of the anchoring holes/groves and damages caused during anchoring works with the best underwater instant hardening sealing materials/compounds.

In addition to the above, any other works required for successful execution and completion of the work as intended but has not been mentioned in the Scope of Work shall also form part of the Scope of Work.

1.2 ELIGIBLE BIDDER

Interested bidders shall be required to purchase the complete bidding documents from the office of the Chief Engineer (Generation), MePGCL, Lumjingshai, Short Round Road, Shillong: 793001, Meghalaya, India on submission of a written application to the above address and upon payment of non-refundable fee of Rs10,000/- (Rupees Ten Thousand only) in the form of demand draft in favour of “The Principal Account, MeECL”, payable at Shillong, on all working days upto 25th January, 2023 between 10:00 hrs (IST) and 16:30hrs (IST). MePGCL shall not be held responsible for any postal delay in respect of request for issuance of Bidding Documents and/or dispatch of Bidding Documents and/or submission of Bidding Documents.

The detailed Bid Documents can also be downloaded online from the website of the MeECL <http://www.meecl.nic.in> as well as from the website <http://www.meghalayatenders.gov.in>, from 11:00 hour (IST) of 17th Jan, 2023 onwards, and in such case the concerned bidders shall submit the Demand Draft at the time of submission of the Techno-Commercial Bid. MePGCL will summarily reject the Techno-Commercial Bids of those bidders who failed to submit the demand draft.

1.2.1 Indian firms possessing the necessary competence for the package stated under the title head shall be eligible to bid for the works, supplies of equipment/materials/apparatus etc, shall also be eligible for erection, testing and commissioning of the works as specified under the scope of works till handing over to the Purchaser/Client. The equipment to be supplied shall be of the highest grade, best quality of their kind, latest state of the art and in accordance with the purpose for which they are intended.

1.2.2 In case the bidder is a manufacturer, then the firm shall be a reputed manufacturer in the related field having experience in design, manufacture, testing, supply, and erection and commissioning of the package of the Similar works and all the associated auxiliaries.

In case, the bidder is only an *erector* having requisite experience in supply, erection, testing and commissioning and equipped with all relevant testing equipment and having a tie-up/agreement with the manufacturers, such bidder shall also be eligible to bid. ***The tie-up/agreement between the bidders and the manufactures needs to be furnished in the form of MOU or deed of agreement so that the manufacturer can also guarantee at later part for any parts/components which may be required.***

The contractor/erector with which the bidder ties up/manufacturer (their agents) shall be solely and wholly responsible for completion of works and shall be liable till the completion, commissioning and handing over the package complete in all respects and including till the Defects Liability Period.

- 1.2.3 Reputed manufacturers with whom Bidders will tie up shall have to submit their experience/ records of manufacture of the stated equipment/performance certificates/details of testing facilities.
- 1.2.4 The Bidder having a tie up arrangement as stipulated above shall furnish the requisite agreement entered by the firm with the other manufacturers as stipulated at the clause 1.2.2. The agreement shall not be different from the MOU/Agreement submitted with the bidder's application for the purchase of Bidding Documents.
- 1.2.5 The Bidder shall possess valid license for supplies/ services/ erection/ commissioning. Documentary evidence shall have to be submitted for proof of authenticity. ***The Performance Certificates from at least 3 end users for the units having been supplied and commissioned successfully in the last 15 years, by the bidder shall have to be furnished along with the bid.***
- 1.2.6 The bidder shall furnish Income Tax/GST/Corporate Tax clearance certificate and any applicable taxes and duties.
- 1.2.7 The purchase of bidding documents will not entitle the bidder(s) to qualify the eligibility criteria set for the bidder. The details furnished by the bidder along with the bid will be examined in details as per requirement of the bidding documents and accordingly eligibility will be established.
- 1.2.8 Verbal clarification and information given by Employer or his employee(s) or his representative(s) shall not in any way be binding on Employer.

- 1.2.9 LOCAL CONDITIONS: It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. Client/Purchaser shall not entertain any request for clarifications from the Bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by Employer. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Employer, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.
- 1.2.10 The bidding shall be on E -tendering basis. On due date of submission of bids, bids shall be submitted by the Bidder under “Single Stage – Bid Envelope” procedure of bidding. Under this procedure, the bid submitted by the Bidder in one envelope – Bid Envelope (also referred to as Techno - Commercial Part). The Bid envelop shall be submitted by bidders at notified date and time in hard copies. Price bid in form of Price schedule shall be uploaded by bidder on schedule date and time of submission of bids. It shall be opened, in presence of eligible bidders on notified date, time and venue.
- 1.2.11 In case of any discrepancy between the documents downloaded by the prospective bidder and the Bidding Documents (hard copy) issued by Purchaser, the latter shall prevail.
- 1.2.12 The price schedule shall be uploaded by the bidder on web portal on which the NIT is floated on due date and time for submission of bids. The locked price bid shall be opened on notified date and time in presence of participating bidders who have qualified technically and commercially. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of on-line bids.
- 1.2.13 Techno Commercial Bids must be delivered in single sealed envelopes to the address below on or before **12:00hours (IST) on the 15th February, 2023**. Bid Envelope i.e. Techno Commercial Part shall be opened on the same day at **14:00 hour (IST)**, in the presence of the intending bidders’ representatives who choose to attend in person at the address. Late bids will be rejected.

- 1.2.14 Price breakup shall be submitted electronically. The price bid format shall be uploaded in the website **<http://www.meghalayatenders.gov.in>** latest by 12:00 hrs (IST) on 15th February, **2023**. The last date for uploading of the Bidder's Price Bid in the website **<http://www.meghalayatenders.gov.in>** is on or before 12:00 hrs (IST) on 15th **February, 2023**. Price Bids shall be opened in the presence of the bidders' representatives who choose to attend at the time and date at the address given in the intimation letter for opening of Price bids.

All correspondence with regard to the above shall be to the following address.

(By Post/In Person)

***The Chief Engineer (Generation), Meghalaya Power Generation Corporation Limited
MePGCL), Lumjingshai, Short Round Road, Shillong: 793001, Meghalaya, India.***

Telephone No:- 0364250540, Fax No(s):- 03642591174.

Email id: cegen.meecl@gmail.com

For more information, visit our site at **<http://www.meghalayatenders.gov.in>**

All bids must be accompanied by a Bid Security of Rs 4, 00,000.00(Rupees Four Lakhs only).

1.3 QUALIFICATION OF THE BIDDER

- 1.3.1 The Bidders can be a single firm registered in India.
- 1.3.2 The Single firm Bidder must fully satisfy the following minimum technical qualifying requirements.
- i) The firm must possess at least 15 years' experience for executing the turnkey jobs of design, installation and putting into operation the Similar works.
 - ii) The manufacturer / supplier must have designed, manufactured, supplied, erected, tested and commissioned of Sealing of Tunnels and must be in successful operation for at least three (3) years after commissioning as detailed in the Appendix-I (Qualifying Requirements) - Section-I of Volume-I. Performance certificate for satisfactory operation shall be submitted in this regard.
 - a) In the case of a Bidder who offers to supply and/or install plant and equipment under the contract that the Bidder did not manufacture or otherwise produce and/or install, the Bidder shall (i) have the financial and other capabilities

necessary to perform the contract; and (ii) be responsible for ensuring that the manufacturer or producer complies with the requirements of ITB Sub-Clause (ii) of 1.3.2 and meets the minimum criteria listed for an individual Bidder for that item.

1.4 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

- 1.4.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and his qualifications to perform the Contract, if his bid is accepted.
- 1.4.2 The Bidder shall furnish a brief write-up, backed with adequate data, explaining available capacity (both technical and commercial) for manufacture and supply of the required equipment within the specified time of completion, after meeting all his current commitments.
- 1.4.3 The Bidder shall confirm that the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection as and when ever required.
- 1.4.4 The Bidder shall also furnish an up to date list of supplies/installations of Similar works along with associated Terminal Equipment done by him in last 3 years with all particulars and also the ongoing works in India such as capacity, name of particulars, year of award, contract time, actual time etc.
- 1.4.5 The Bidder shall furnish the performance certificates from 3(three) end users for successful operation for a period of ≥ 3 years of the Similar works supplied and installed by him with effect from the date of commissioning and commercial operation.
- 1.4.6 In addition, bidder(s) are required to furnish the information as per sheets in Appendix-3 (Section-II).

1.5 TRANSPORTATION, STORAGE & INSURANCE OF EQUIPMENTS

- 1.5.1 The Bidder at his own cost shall provide all necessary transportation of equipment including lifting and handling equipment and storage at site or wherever the bidder feels fit till Erection, Assembly etc.
- 1.5.2 The Bidder is requested to comply with Income Tax Act, GST& also with Insurance Act including Workmen's Compensation Act and third party

insurance and other relevant provisions particularly with reference to the requirement of taking insurance for equipment during transportation, storage, erection, testing and commissioning till the plant is handed over to MePGCL.

1.6 CONTENT OF BIDDING DOCUMENTS

1.6.1 The Bidding Documents shall include the following with all the information:

Volume- 1 - Information and Instruction to Bidders (Section-I) & General Conditions Contract (Section-II)

Volume- 2-Technical Specifications for **Underwater Sealing of the Steel Lined HP Tunnels at the Surge Shaft to facilitate the work for changing of the Penstock Bypass Valves, outlet and inlet bend pipes etc of Umiam Stage-1 Hydro Power Station.**

1.6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a Bid, not substantially responsive to the Bidding Documents, in every respect shall be at the Bidder's risk and may result in rejection of his Bid.

1.7 ONE BID PER BIDDER

Each Bidder shall submit only one Bid comprising for **Underwater Sealing of the Steel Lined HP Tunnels at the Surge Shaft to facilitate the work for changing of the Penstock Bypass Valves, outlet and inlet bend pipes etc of Umiam Stage-1 Hydro Power Station**

If any bidder submits two or more bids for the purpose of obtaining the contract, and if such nefarious act is found, the bidder shall be subject to the following conditions:

- a) The bid shall be summarily rejected.
- b) The bidder may suffer the blacklisting in the whole of MePGCL in part or parcel.
- c) Nefarious Acts as stipulated may be circulated in the all India forum.

1.8 AMENDMENT TO BIDDING DOCUMENT

- 1.8.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).
- 1.8.2 The amendment will be notified in writing or e-mail to all prospective Bidders, which have received the Bidding Document at the address contained in the letter of request for issue of Bidding Document from the Bidders. Bidders are required to immediately acknowledge the receipt of any such amendments, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. The Employer will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 1.8.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bid, in such cases, the Employer shall notify all the bidders in writing of the extended deadline.
- 1.8.4 All notifications and clarifications shall also be uploaded by Employer/Purchaser on his web portal / tender portal.
- 1.8.5 Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

1.9 DOCUMENTS COMPRISING THE BID

The Bid for Underwater Sealing of the Steel Lined HP Tunnels at the Surge Shaft to facilitate the work for changing of the Penstock Bypass Valves, outlet and inlet bend pipes etc of Umiam Stage-1 Hydro Power Station shall include the following documents:

- 1.9.1 The bidding shall be e-tendering basis. On due date of submission of bids, bids shall be submitted by the Bidder under “Single Stage – Bid Envelope” procedure of bidding. Under this procedure, the bid submitted by the Bidder in

one envelope – Bid Envelope (also referred to as Techno - Commercial Part). The Bid envelop shall be submitted by bidders at notified date and time in hard copies. Price bid in form of Price schedule shall be uploaded by bidder on schedule date and time of submission of bids. It shall be opened, in presence of eligible bidders on notified date, time and venue. The price schedule shall be uploaded by the bidder on web portal on which the NIT is floated latest by due date and time for submission of bids. The locked price bid shall be opened on notified date and time in presence of participating bidders who have qualified technically and commercially. The price breakup shall be uploaded by bidders on-line on web portal latest by the due date of submission of bids. The price bids shall be locked and opened on notified date and time pertains to technically and commercially cleared bidders only in presence of participating bidders. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of on-line bids.

1.9.2 Bid Envelope:

Bid Form (Bid Envelope) duly completed and signed by the Bidder, together with all Attachments (available in Appendix-2 of GCC). All Attachments have been identified at Clause 2.0 of “BID FORM (BID ENVELOP)” of Appendix-2.

1.9.3 Technical Data Sheets (available in Section II of GCC), duly completed by the Bidder.

1.10 PROFORMA OF BID

The Bidder shall complete the Proforma of Bid (Annexure-I to V enclosed) and furnished in the Bidding Documents.

1.11 BID FORM AND PRICE SCHEDULES

The Bidder shall complete the Bid Form(s) and submit it in hard copy latest by the due date and time of submission of bid. The appropriate Price Schedules furnished in the Bidding Documents as indicated therein, shall be uploaded on web portal latest by the due date and time of submission of bids.

1.12 BID PRICES

1.12.1 The price schedule shall be uploaded by the bidder on web portal on which the NIT is floated latest by due date and time for submission of bids. The locked price bid shall be opened on notified date and time in presence of participating

bidders who have qualified technically and commercially. The price breakup shall be uploaded by bidders on-line on web portal latest by the due date of submission of bids. The price bids shall be locked and opened on notified date and time pertaining to technically and commercially qualified bidders only in presence of participating bidders. Due intimation shall be given to technically and commercially qualified bidders about date and time of opening of on-line bids.

1.12.2 Break-up of the prices shall be submitted by the Bidder for each item of work for the simplicity of evaluation.

1.12.3 The Bidder shall also submit item wise cost of mandatory & recommended spares, tools and tackles, testing instruments and devices etc along with his price Bid.

1.12.4 Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire facilities on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc, the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of Contract.

Bidder has to quote for all the items; otherwise, the Bid shall be deemed to be treated as incomplete and may be summarily be rejected.

1.12.5 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. Bidders shall give a break-up of the prices in the manner and detail called for in the Price Schedules.

1.12.6 It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies to the concerned authorities for such surplus material, which would otherwise have been, lawfully payable. The bidders shall submit an indemnity bond to keep Employer harmless from any liability, before release of such

material to the bidder by Employer.

1.12.7 Set/Lot/Lumpsum shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications.

1.12.8 In the schedules, Bidder shall give the required details and a break-up of their price as follows:

- a) Plant and Equipment shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) basis and to be quoted.
- b) In respect of direct transaction between the Employer and the Contractor, EXW price shall be **exclusive** of all cost as well as duties and taxes paid or payable on components, raw materials and any other items used for their consumption incorporated or to be incorporated in the Plant & Equipment.
GST and other levies for equipment/items under direct transaction as applicable for destination site/state shall not be included in the EXW price but shall be indicated wherever applicable in respective column.
- c) In respect of bought-out finished items, which shall be dispatched directly from the sub-vendor's works to the Employer's site (sale-in-transit), EXW price shall be inclusive of all cost as well as duties and tax paid or payable.

The EXW price but shall be indicated separately in respective column.

Requisite GST Declaration forms for all the equipment's/items to be supplied from within India shall be furnished by the Bidder.

- d) Local transportation, insurance and other Services incidental to delivery of the Plant and Equipment to be supplied shall be quoted separately.
- e) Installation Charges shall be quoted separately and shall include rates and prices for all labour, Contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, provision of operations and maintenance manuals, etc wherever identified in the

Bidding Documents as necessary for the proper execution of all installation services except those priced in other Schedules

- f) The Training Charges shall not be applicable for the purpose of this contract
- g) The bidder shall include the GST on Works Contract, Turnover Tax or any other similar taxes under the GST Act for services to be performed, as applicable in their quoted bid price and Employer would not bear any liability on this account. Employer on behalf of the Owner shall, however, deduct such taxes at source as per the rules and issue Tax Deducted at Source (TDS) Certificate to the bidder.
- h) The Bidder shall include GST and surcharge/cess etc. on it as applicable in their quoted bid price and Employer would not bear any liability whatsoever on this account. Employer (or the Employer on behalf of the Owner) shall, however, deduct such tax at source as per the rules and issue necessary Certificate to the Contractor.
- i) The Bidder shall include insurance charges in its bid prices as per insurance requirement. Bidder shall further note that the Employer shall not be liable to make any payment/ reimbursement to the Contractor whatsoever for insurance of Contractor's Plant and Machinery.

Discount(s)/rebate(s) offered by the bidder shall be indicated as a percentage of price component(s). Bidder shall also indicate in his bid, the price component(s) on which the discount is to be applied.

1.13 BID SECURITY

- 1.13.1 The Bidder shall furnish, as part of his Bid, Bid Security amounting to **Rs.4,00,000.00 (*Rupees four lakhs*)**. **The Bid Security shall be in favour of "The Chief Engineer, Generation, MePGCL", payable at Shillong.**
- 1.13.2 The Bid security is required to protect the Purchaser against risk of Bidder's conduct, which would warrant the security's forfeiture.
- 1.13.3 The Bid security shall be denominated in INR favoring MePGCL, and shall be in one of the following forms:

- a) An irrevocable Bank Guarantee acceptable to the Purchaser issued by a nationalized/scheduled bank in India, in the Performa provided in the Bidding Documents (Annexure-III) and valid for 210 days beyond the validity of the Bid but shall be in force upto including the date 240 days after the date of submission of bids subject to extension from time to time.
- b) In the form of crossed Bank Draft payable on State Bank of India, Shillong, Meghalaya, India issued by any scheduled Indian Bank in favor of the **Chief Engineer, Generation, MePGCL** and the covering letter should be bold-typed **“Bid Security for Underwater Sealing of the Steel Lined HP Tunnels at the Surge Shaft to facilitate the work for changing of the Penstock Bypass Valves, outlet and inlet bend pipes etc. of Umiam Stage-1 Hydro Power Station**

1.13.4 Any Bid not accompanied by an acceptable Bid security shall be rejected by the Purchaser as a non-responsive.

1.13.5 Unsuccessful Bidder's Bid security shall be discharged/returned as promptly as possible, but not later than 60 days after the expiration of the period of Bid validity (including extension thereof if any) prescribed by the purchaser.

1.13.6 The successful Bidder's Bid security shall be discharged upon the Bidder signing the contract, **and furnishing the acceptable performance security which is 10% of the contract value.**

1.13.7 No interest shall be paid by the MeECL on the Bid security

1.13.8 The Bid security may be forfeited:

- a) If a Bidder withdraws or modifies his Bid during the period of bid validity or extension thereof; or
- b) If the Bidder does not accept the correction of his Bid price (Already opened in front of other bidders at the time of Price Bid opening).
- c) In case of a successful Bidder, if he fails within the specified time limit:
 - i) To sign the contractor
 - ii) To furnish performance security.
- d) Remain non-communicated for a period of more than 15days without information.

1.14 PERIOD OF VALIDITY OF BIDS

1.14.1 Bids shall remain valid for acceptance for a **period of 210 days** after the date of Bid opening prescribed by the Purchaser as stipulated at Clause 1.12.3. **A Bid valid for a shorter period may be rejected by the Purchaser as non-responsive.**

1.14.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by email followed by a post confirmation copy. The Bid security shall also be accordingly extended. A Bidder agreeing to the request shall neither be required nor permitted to modify his Bid, but shall be required to extend the validity of his Bid security correspondingly with no implication to MePGCL either in part or parcel.

1.15 FORMAT AND SIGNING OF BID

1.15.1 The Bidder shall prepare and submit one original and 3copies of the documents comprising the Bid/Offer, and clearly marked “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.

1.15.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable).

1.15.3 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder with Company seal. The Bid shall contain the name, official address and place of business of person(s) authorized to sign the bid. All pages of the Bid including entries or amendments which have been made shall be signed by authorized signatory.

1.15.4 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the purchaser or as necessary to correct errors made by the Bidder, in which case such alternations/omissions/additions/corrections shall be initialed with date by the person or persons signing the Bid.

1.16 SUBMISSION OF BIDS**1.16.1 SEALING AND MARKING OF BIDS**

The Bidders shall submit bids for **Underwater Sealing of the Steel Lined HP Tunnels at the Surge Shaft to facilitate the work for changing of the Penstock Bypass Valves, outlet and inlet bend pipes etc of Umiam Stage-1 Hydro Power Station** as under:

Part-I	Bid Security	1 copy original 3 copies duplicate	In sealed/covered envelopes.
Part-II	Bidding documents for Techno-commercial bid for Underwater Sealing of the Steel Lined HP Tunnels at the Surge Shaft to facilitate the work for changing of the Penstock Bypass Valves, outlet and inlet bend pipes etc of Umiam Stage-1 Hydro Power Station	1 copy original 3 copies duplicate	In sealed/covered envelopes.

1.16.2 The inner and outer envelopes shall be addressed to the Purchaser at the following ADDRESS:

**THE CHIEF ENGINEER (GENERATION),
MEPGCL, LUMJINGSHAI
SHORT ROUND ROAD
SHILLONG-793001, MEGHALAYA, INDIA.
Tel: 0364-2591415**

And bear the project name, the Invitation for Bids (IFB) number, and the words: “Do not open before **14:00 hours on 15th February 2023**.”

1.16.3 The inner and outer envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

1.16.4 If the outer envelope is not sealed and marked as required, the Purchaser shall assume no responsibility for the misplacement or premature opening of the Bid.

1.17 DEADLINE FOR SUBMISSION OF BIDS

- 1.17.1 BIDS MUST BE RECEIVED BY THE PURCHASER IN THE OFFICE OF:
**THE CHIEF ENGINEER (GENERATION),
MEPGCL, LUMJINGSHAI,
SHORT ROUND ROAD,
SHILLONG-793001, MEGHALAYA, INDIA.
Tel: 0364-2591415**

NOT LATER THAN 12:00 HOURS of 15th February 2023.

- 1.17.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Purchaser and Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 1.17.3 The Bid shall be submitted in person or through courier service at the address indicated. **Bid submitted through fax or e-mail shall not be accepted/entertained.**

1.18 LATE BIDS

Any Bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, shall be returned unopened to the Bidder.

1.19 BID OPENING AND EVALUATION

- 1.19.1 The purchaser, shall open the Bid Security and the Techno - Commercial offers at the time and date notified by the office of the Chief Engineer (generation) in the following address.
**The Chief Engineer (Generation)
Meghalaya Power Generation Corporation Ltd
Lumjingshai, Short Round Road, Shillong,
Pin Code -793 001, Meghalaya, INDIA.
Tel: 0364-2591415**
- 1.19.2 The Bidder/Bidders' representatives who are present shall sign a register evidencing their attendance.

- 1.19.3 The envelope marked "Part-I, Bid Security" shall be opened after at first a Bid shall be rejected outright if Bid Security does not satisfy the requirement- set forth in the stipulated clause.
- 1.19.4 The "Techno - Commercial Offer" i.e. Part-II shall be opened only of those Bidders who have submitted the Bid security in line-with the requirement of the Bidding documents.
- 1.19.5 **OPENING OF PRICE SCHEDULES (ON-LINE) BY EMPLOYER**
- 1.19.5.1 Price Bid of only those Bidders shall be opened on-line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. Such Bidders shall be intimated about the date and time for opening of Price Bid by the Employer. A negative determination of the bids shall be notified by the Employer to such Bidders and the price bid uploaded by them shall not be opened.
- 1.19.5.2 The Employer will on-line open Price Bid at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of price bid. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 1.19.5.3 The bidders' names, the Bid Prices or any discounts, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. The prices and details as may be read out during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L₁ Bidder) shall be determined and considered for award of contract.
- 1.19.5.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present.
- 1.19.5.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 1.19.6 Conversion to Single Currency**
- 1.19.6.1 This shall not be applicable as domestic firms are required to quote the prices in Indian Rupees only.
- 1.19.7 Evaluation of Price Bids**

- 1.19.7.1 The Employer will examine the Price Bids to determine whether they are complete, whether any computational errors have been made and whether the bids are generally in order.

The Price Bids containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the Bid Envelope are liable to be rejected.

- 1.19.7.2 Arithmetical errors will be rectified on the following basis.

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Employer, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which ‘-’ is indicated) in the Price Schedules will be deemed to have been included in other item(s).

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the same shall be considered in full on the Ex-works price component (by proportionately reducing Ex-works price of individual items), in case of award. Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer

based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Employer. The rate and amount so ascertained by the Employer shall prevail.

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amounts for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Employer shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

1.19.7.3 The comparison shall be on the total price in Price

1.19.7.4 The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.

The Employer's comparison will also include the costs resulting from application of the evaluation procedures.

1.19.7.5 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price (online price schedules), the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in the Technical Specifications:

a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in the evaluation of Bid Envelope, and other deviations and omissions not so identified;

b) the functional guarantees of the facilities offered.

- c) the performance of the equipment offered;

Bidder shall state the guaranteed performance or efficiency of the Equipment's, named in the **BPS** (Bid Proposal Sheet), in response to the Technical Specifications. Equipment offered shall have a minimum (or a maximum, as the case may be) level of guarantees specified in the Technical Specifications to be considered responsive. Bids offering plant and equipment with guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

- d) the extra cost of work, services, facilities, etc., required to be provided by the Employer or third parties;
- e) any other relevant factors listed in **BPS**.

1.19.7.6 Pursuant to ITB Sub-Clause 1.19.7.4, the following evaluation methods will be followed:

- a) Contractual and commercial deviations
- b) The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. In arriving at the evaluated cost, towards deviations identified in the evaluation of bid, the cost of withdrawal indicated by the bidder in Attachment-6 of the Bid Form (Appendix-2) will be used. If such a price is not given, the Employer will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.
- c) Work, services, facilities, etc., to be provided by the Employer.
- d) Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the Bidding Documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

- 1.19.7.7 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Bid Price.” Bid prices quoted by bidders shall remain unaltered.

1.20 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 1.20.1 Bids shall be examined/ evaluated separately. Prior to the detailed evaluation of bids, the purchaser shall determine whether each Bid:-

- (i) Meets required eligibility criteria;
- (ii) Has been properly signed;
- (iii) Is complete and accompanied by the required Bid Security
- (iv) Is substantially responsive to the requirement of Bidding Documents and
- (v) Provides any clarification and/ or substantiation that the purchaser may require.

- 1.20.2 For the purposes of this Clause, a substantially responsive Bid is one, which conforms to all the terms, conditions and specification of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one:-

- (i) Which affects in any substantial way the scope, quality or performance of the works;
- (ii) Which limits in any substantial way, inconsistent with Bidding documents, the purchaser's rights or the Bidder's obligation under the contract;
- (iii) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids
- (iv) Which is incomplete or does not include all the works covered by the specification

The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 1.20.3 If a bid is not substantially responsive, it shall be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction or withdrawal of non-conforming deviation or reservation. Any bid which is incomplete, obscure or irregular or only for a part of the schedule is liable for

rejection.

- 1.20.4 Price Bid of the techno-commercially acceptable and responsive bidders shall only be considered for evaluation. Only technically acceptable bids among the responsive bidders shall be opened.

1.21 PROCEDURE FOR EVALUATION

- 1.21.1 The Purchaser shall evaluate the bids in the following steps:

a) Step-1 : Substantial responsive.

The Purchaser shall evaluate and compare only the bids determined to be substantially responsive.

b) Step-2 : Techno-Commercial Evaluation

Detailed Techno-commercial Evaluation of only substantially responsive bids shall be done. Techno-commercial proposal including time schedule for supply and erection submitted by the Bidder shall conform to the conditions set forth in the Bidding document.

c) Step-3 : Price Evaluation

Price bids of only Techno-commercially responsive Bidders shall be opened and evaluated by the Purchaser.

- 1.21.2 The purchaser's evaluation of a Bid shall exclude and not take into account:

- a) The taxes / levies / duties that are in force from time to time in India.
- b) GST/Central Excise duty payable in India.
- c) Cost of mandatory spare.
- d) Cost of optional items.

- 1.21.3 For evaluation of bids, the following shall be considered:

- a) Prices FOR project site inclusive of packing, forwarding, transportation, storage and preservation at site including intermediate storage, if any, and transportation from storage site to work site.

- b) The cost of complete work of assembly, erection, testing, commissioning and insurance from Ex-works.
- c) Loading, if any, specified in the Technical Specifications to bring the-bids on par with respect to technical performance.
- d) Making an appropriate adjustment for any other acceptable quantifiable variations or deviations not reflected in the Bid price or in the above mentioned other adjustments.
- e) Unconditional discount offered by the Bidder, which is not in violation of the conditions contract, but discount offer may be offered in advance on before opening of the Price Bids and in the presence of the participating Bidders.

1.22 AWARD OF CONTRACT – POST QUALIFICATION

- 1.22.1 The purchaser shall determine to its satisfaction whether the Bidder selected, as having submitted the lowest evaluated responsive Bid, is qualified to satisfactorily perform the contract.
- 1.22.2 The determination shall take into account the Bidder's financial, technical and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder
- 1.22.3 An affirmative determination shall be a prerequisite for award of the contract to the Bidder. A negative determination shall result in rejection of the Bidder's Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of the Bidder's capabilities to perform the contract satisfactorily.

1.23 AWARD CRITERIA

Subject to the stipulations, the Purchaser shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid, provided further that the requisite assessment of the Bidder has been made to perform the Contract satisfactorily.

Contract Agreement Documentation:

The sequence of contract agreement documentation is given here as under:

- a) Issuance of Letter of Intent (LoI) by owner and its unconditional acceptance by the bidder within two weeks from date of issuance of LoI
- b) Mutual agreement on PERT chart / Project Execution Plan duly signed and accepted by turnkey contractor and Employer within two weeks from date of acceptance of LoI
- c) Submission of Contract Performance Security, within 28 days from date of LoI, against supply & erection contract as per clause 6 of GCC
- d) Letter of Award by owner and its unconditional acceptance by the bidder. Letter of Award shall be issued only after mutual agreement & acceptance on PERT chart/Project execution plan (as per 1.22 (b) above) and on timely submission of Contract Performance Security against supply & erection contracts. The acceptance of LoA should be provided within 2 weeks from date of issue of LoA. LoA shall include details of
 - (i) Post-bid negotiation/discussions
 - (ii) PERT chart
 - (iii) Contract Performance Guarantee
- e) Contract Agreement shall be signed, on unconditional acceptance of Letter of Award by turnkey contractor, within 14 days from date of issue of Letter of Award and submission and acceptance of contract performance guarantees (against supply as well as erection contracts).

1.24 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any

obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

1.25 NOTIFICATION OF AWARD

1.25.1 Prior to the expiration of the period of Bid validity, the Purchaser shall notify the successful Bidder in writing by registered letter and by e-mail/fax that his Bid has been accepted. This letter (hereinafter and in the condition of contract called 'Letter of Award') shall indicate the sum, which the MePGCL shall pay to the contractor in consideration of the execution of this contract called the Contract Price.

1.25.2 The notification of award to the successful bidder shall constitute the formation of the contract.

1.25.3 Upon the successful Bidder's furnishing of performance security and having signed the contract, the Purchaser shall promptly notify each unsuccessful Bidder and shall discharge their Bid Security.

1.26 CONTRACT PERFORMANCE SECURITY

1.26.1 Within 30 days of the receipt of letter of award from the Purchaser but not later than the date of signing of Agreement, the Contractor shall furnish the performance security in the form of a Bank Guarantee for an amount equal to 10% (ten Percent) of the contract price in accordance with the conditions of Contract and limited up to 30 months w.e.f. date of Award of Contract.

1.26.2 The performance security provided by the Contractor in the form of an irrevocable Bank Guarantee shall be in favor of MePGCL issued by State Bank of India or any scheduled Indian Bank. The Bank Guarantee shall be on the Performa attached at Annexure -II and shall remain valid for 45 (Forty Five) days after the date of issue of Defects Liability Certificate.

1.27 SIGNING OF CONTRACT

1.27.1 Within 30 days of receipt of letter of award, the Contractor' or his authorized representative shall attend the office of the Chief Engineer (Generation), MePGCL, Lumjingshai, Shillong for signing of the Agreement. The Performa for Agreement is attached at Annexure-I.

1.27.2 The Contractor shall have to submit the Agreement, on Non Judicial Stamp Paper, of INR **100.00 (*Rupees One hundred*)**, before signing of the Contract agreement.

- 1.27.3 Failure on the part of the successful Bidder to comply with the requirement of stipulated Clause above shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder and with the information to be communicated via email and shall be confirmed in writing through Registered Postal Letter.

APPENDIX-I – QUALIFYING REQUIREMENTS

QUALIFYING REQUIREMENTS OF THE BIDDER FOR THE WORK OF UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS AT THE SURGE SHAFT.

Qualification of bidder will be based on meeting the minimum criteria specified in **1.0 Pre-qualifying criteria Part-A** and **2.0 Pre-qualifying criteria Part-B** as demonstrated by the Bidder's responses in the corresponding Bid Schedules.

Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an Indian individual firm only.

Notwithstanding anything stated herein above, the Employer reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the Employer. The employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

1.0 Pre-qualification criteria – Part A:

1.01 Technical:

- (i) The bidder must have successfully designed, manufactured, supplied, erected, tested and commissioned Sealing of Tunnels in a single **turnkey contract** in last 15 years as on the date of bid opening. Performance certificate for satisfactory operation shall be submitted in this regard.

1.02 Commercial:

For the purpose of this bid, the bidder shall meet the following requirements:

1.02.1 For the purpose of this particular bid, bidder shall meet the following minimum commercial criteria in past 5 years **(up to 31.05.2022)**:

- i. Experience in **single completed work** of projects execution in Sealing of Tunnels E&M Package, costing not less than the amount equal to 80% of the estimated cost viz Rs 1.6 Crores of the project individually.

Or

- ii. Experience in **two completed work** of projects execution in Sealing of Tunnels costing not less than the amount equal to 50% of the estimated cost viz Rs 1.0 Crores of the project individually.

Or

- iii. Experience in **three completed work** of projects execution in Sealing of Tunnels costing not less than the amount equal to 40% of the estimated cost viz Rs 0.8 Crores of the project individually.

In case a bidder is quoting for more than one project, Pre-Qualification requirement shall be examined on the basis of sum of project wise requirements of experience of all quoted projects.

- 1.02.2** Net Worth for the **each of the last three Financial Years** should be positive. *Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.*
- 1.02.3** The Annual Turn Over of the Bidder during the last 3 years, ending 31st March of the previous financial year should be at least 30% of the estimated cost viz Rs 60.00 Rupees sixty Lakhs Only
- 1.02.4** Bidder shall have liquid assets (LA) and/ or evidence of access to or availability of fund based credit facilities of not less than. Rs. 1.00) Crores and the Banker should confirm that the Credit facility is earmarked for the Work specified under Bid on receipt of the Bid. Liquid assets would include cash (and equivalents), bank deposits, securities that can be freely traded and receivables which has general certainty of getting received.
- 1.02.5** A statement to this effect shall be included in the authorization mentioned under para 1.02.4 above as well as in the Bid Form and in the Contract Form (in case of a successful bid);

2 Pre-qualification criteria – Part B:

The Bidder shall also furnish following documents/details with its bid:

- 2.01.1 A certificate from banker (as per format- Form-3) indicating various fund based/non fund based limits sanctioned to the bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary, the employer may make queries with the Bidders' bankers.**
- 2.01.2 The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid.**
- 2.01.3 Note:**
- 2.01.3.1 In the event the bidder is not able to furnish the information of its own (i.e. separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/Holding/Parent Company) duly certified by any one of the authority [(i) Statutory Auditor of the bidder /(ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.
- 2.01.3.2 Similarly, if the bidder happens to be a Group/Holding/Parent Company, the bidder should submit the above documents/information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note - 2.01.3.1 above certifying that these information/documents are based on the audited accounts, as the case may be.
- 2.01.4 The Bidder shall possess valid license for supplies/services/erection/commissioning. Documentary evidence shall have to be submitted for proof of authenticity.
- 2.01.5 The Performance Certificates from at least 3 end users for the units having been supplied and commissioned successfully in the last 15 years, by the bidder shall have to be furnished along with the bid.**
- 2.01.6 Experience certificate shall have to be submitted by the Bidder/erector/manufacture for Similar works. Also the bidder shall have an experience in manufacturing, designing, erection and commissioning of the Similar works.**
- 2.01.7 The bidder shall furnish Income Tax/GST/Corporate Tax clearance certificate and any applicable taxes and duties.

- 2.01.8 The Bidder shall also furnish an up to date list of supplies/installations of Similar works along with associated Terminal equipment done by him in last 3 years with all particulars and also the ongoing works in India such as capacity, name of particulars, year of award, contract time, actual time etc.
- 2.01.9 The Bidder shall furnish the performance certificates from the 3 end users for successful operation for a period of ≥ 3 years of the Similar works supplied and installed by him with effect from the date of commissioning and commercial operation.
- 2.01.10** Litigation History:
- 2.01.10.1 **The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years.**
- 2.01.10.2 Notwithstanding anything stated hereinabove, the Employer reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the Employer. The Employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

SECTION-II

GENERAL CONDITIONS CONTRACT

SECTION-II
GENERAL CONDITIONS CONTRACT
CONTENTS

CLAUSE	TITLE	PAGE No.
Clause – 1	Contract Agreement	38
Clause – 2	Assignment of Contract	38
Clause – 3	Subletting	38
Clause – 4	Drawings	39
Clause – 5	Contractor's General Responsibilities	39
Clause – 6	Performance' Security	42
Clause – 7	Work to be in accordance with the Contract	43
Clause – 8	Program to be furnished	43
Clause – 9	Contractor's Superintendence	44
Clause – 10	Extraordinary Traffic	44
Clause – 11	Suspension of works, Transportation or Erection	45
Clause – 12	Completeness of Work	46
Clause – 13	Time for completion, Effective date and Commencement Date	46
Clause – 14	Extension of Time for Completion	47
Clause – 15	Tests on Completion	47
Clause – 16	Payment Terms and Mode of Payment	48
Clause – 17	Insurance	50
Clause – 18	Default	50
Clause – 19	Taxes and Duties	51
Clause – 20	Defects after Taking over	51
Clause – 21	Optional Conditions	52
Clause – 22	Resolution of Disputes	53
ANNEXURE & SAMPLE FORMS ENCLOSED		
Annexure – I	Proforma of Agreement	56
Annexure – II	Proforma for Bank Guarantee for Performance Security	60
Annexure – III	Proforma for Bank Guarantee for Bid Security	62
Annexure – IV	Proforma of Bid (for Technical Bid)	64

Annexure – V	Insurance Requirement	66
Form-1	Form Of Power Of Attorney For Joint Venture	72
Form-2	Form Of Undertaking By The Joint Venture Partners	75
Form-3	Format For Evidence Of Access To Or Availability Of Credit/Facilities	82
Appendix-2	Bid Forms	84
Appendix-3	Bidders Qualification Forms (Form-ELI-1, Form-LIT, Form Fin-1, Form Fin-2, Form Fin-3, Form EXP-1, Form EXP-2)	117

SECTION- II

CLAUSE – 1 CONTRACT AGREEMENT

The Contractor/Collaborator/Bidder shall, if called upon to do so, enter into and execute a Contract Agreement in the Proforma (Annexure-I), with such modification as may be necessary and should correspond to the Clause 1.26.

CLAUSE – 2 ASSIGNMENT OF CONTRACT

The Contractor/Collaborator/Bidder shall not, without the prior consent of the MePGCL, assign the Contract or any part thereof, of the work to other vendor/other contractors. The awarded bidder at all cost has to complete the works till handing over to MePGCL.

CLAUSE – 3 SUBLETTING

- (i) The Contractor shall not sublet the whole of the Works, except where otherwise provided for by the Contract. The Contractor shall not sublet any part of the Works without the prior written consent of the purchaser. However, any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his own agents, servants or workmen. Provided that the Contractor shall not be required to obtain such consent for:
 - (a) The provision of labour, or
 - (b) The purchase of materials which are in accordance with the standards specified in the Contract, or
 - (c) The subletting of any part of the Works for which the sub-contractor is named in the Contract. List of sub-suppliers/sub-contractors are to be submitted and to indicate their experience capability.
- (ii) The Contractor/Collaborator/Bidder shall furnish copies of the major sub-contracts.

CLAUSE – 4 DRAWINGS

- (i) After the award of Contract, the contractor/supplier shall submit six copies of the complete drawings for any part of the Work in the form of the Work Schedule from the onset of the detailed works to be commenced till completion and commissioning etc. for approval, at least (21) twenty one days prior to the date on which such work programs are required to ensure that the work is carried *out* in accordance with the approved work program. Approval as such shall be accorded by the Chief Engineer (HP&HC).
- (ii) On receipt of approval of schedule work programs etc. the Contractor shall furnish six copies of drawings of each component of the items of the works to be performed in accordance with the contract and as per schedule to the Chief Engineer (Generation) within 10 days of such approval.
- (iii) Notwithstanding the approval of the Chief Engineer (HP&HC) to the Contractor's design and drawings, the Contractor shall be responsible for the stability of Works in accordance with the provisions of the Contract and the approval accorded shall not absolve him of his responsibility for meeting all requirements of specifications.
- (iv) The Contractor shall, at his own cost, carry out any alterations or remedial work, necessitated by such errors or omissions for which he is responsible and modify the Contractor's drawings and such other information accordingly.

CLAUSE – 5 CONTRACTOR'S GENERAL RESPONSILITIES

- (i) **Contractor to carry out Work with care and diligence**

The Contractor/Collaborator/Bidder shall, in accordance with the Contract and with due care and diligence, design, manufacture, assemble, test at manufacturer' s Works before dispatch, transport to site, store, assemble and erect, test and commission the Goods and carry out the works within the Time for Completion. The Contractor shall also provide all necessary plant, equipment and machinery, superintendence, labour and all necessary facilities thereafter.

(ii) **Shift Works/ Arrangement of Accommodation etc.**

- (a) To achieve the required progress, the Work, may be required" to be carried out round the clock. The number of shifts shall not affect the time for completion and number of working days each day. No extra amount on account of any shift work is payable to the Contractor.
- (b) **Whenever the work is carried out at night, adequate lighting of working areas and access paths shall be provided by the Contractor at his cost.**
- (c) In order to achieve the objectives as stipulated above , the contractor has to make his own arrangement for lodging, fooding, and including the arrangement of water supply and power supply (Both for their residences and store yard) in consultation with the site in-charges of the project.
- (d) It is the duty of the contractor to draw his own power supply from the nearest point available both for the execution of the works and for their residential purposes. The tariff of such purposes shall be charged as bulk consumer at the prevailing commercial rate of MePDCL. In this context, for the benefit of the contractor, the load which shall be required during the execution of the project shall be submitted during the bidding period for assessment of the load sanction.

(iii) **Packing**

- (a) The Contractor/Collaborator/Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to the final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, humid and salt laden climate (where applicable) and precipitation during transit and open storage. Packing case size and weights shall take into consideration, the remoteness of the Goods final destination, the existing road condition and the absence of heavy handling facilities at all points in transit. **In case**

equipment/devices get damage during transportation, the Contractor has to make good at his own cost.

- (b) The packing, marking and documentation within and outside the package shall comply strictly as per the Bill of Materials.

(iv) Transportation and Storage

The Contractor/Collaborator/Bidder is required under the Contract to undertake transport of Goods from Ex-factory to Project Site including clearing, forwarding and handling at storage at site and further transportation to work site, including loading/unloading wherever required.

If the goods are lost or damaged during transit/transport or loss during storage, the contractor has to replace at his own cost.

During transportation of goods and consignment, the contractor has to take care of the traffic arrangement as stipulated in the clause 10 of this section.

(v) Receipt of the Goods And Documents

Once the goods have been receipt at site and after having been inspected of the packing, conditions and even the goods physically etc, the site in-charge of E&M Package shall prepare the Material Receipt Certificate (six copies) for the purpose of records, verification of the materials, billing purposes and any relevant matters which may be required subsequently. Such MRC has to be jointly signed both by the representatives of the Purchaser and the contractor/contractor “representative.

Any document pertaining to the execution of the project handed over by the contractor, the site in-charge shall be responsible of such action and to keep in the safe custody for future reference.

(vi) Spare Parts

- (a) The Contractor/Collaborator/Bidder shall make sure to carry sufficient inventories to assure ex-stock supply of consumable etc. and other spare parts to complete the work strictly as per work schedule without

fail.

- (b) **It shall be mandatory for the Contractor to specify the unit rates and prices for the mandatory spare.** The MePGCL, however, reserve the right, during the execution of Contract, to vary the quantity of mandatory spare parts (Since these shall not be taken primarily for evaluation as stipulated in the previous clause of Evaluation).

CLAUSE- 6 PERFORMANCE SECURITY

In pursuant to the Clause 1.26 of General Information & Instruction to Bidders under Section-I:

- (i) For the due performance of the Contract, the Contractor/Collaborator/Bidder shall, within 30 (thirty) days of receipt of notification of award but not later than' the signing of the Contract, furnish to the MePGCL, a performance security for an amount equivalent to 10 (ten) percent of the Contract Price. **The cost of complying with the requirements of this Clause shall be borne by the Contractor/Collaborator/Bidder.**
- (ii) The performance security shall be in the form of an irrevocable Bank Guarantee on the Proforma (Annex-II). The Bank Guarantee shall be in favor of the MePGCL, issued by the State Bank of India or any Schedule Indian Bank.
- (iii) The proceeds of the performance security shall be payable to MePGCL as compensation for any loss, resulting from Contractor's failure to complete his obligation under the contract.
- (iv) The performance security shall be valid until the Contractor/Collaborator/Bidder has executed and completed the Works and remedied any defects therein in accordance with the Contract. No claim shall be made against the performance security after the issue of the Defects Liability Certificate and the performance security shall be discharged and returned to the Contractor forty five days after the Defects Liability Period.
- (v) The Contractor/Collaborator/Bidder shall at his own cost, get the validity

period of **Bank Guarantee extended from time to time till the completion of Defects Liability Period**, as per the provisions of contract and shall furnish the extended revised Bank Guarantee one and half month (45 Days) before the expiry date of the Original Bank Guarantee or any extension thereof without any financial implication to the Client/Purchaser. In case the extended/revised Bank Guarantee is not received by MePGCL within one month before expiry of old one, the MePGCL entirely at its discretion, shall be at liberty to encash the full amount of the aforesaid Bank Guarantee.

- (vi) The Performance Bank Guarantee shall not be returned to the Contractor at his request unless the obligations of the Contract have never been met/complied.

CLAUSE- 7 WORK TO BE DONE IN ACCORDANCE WITH THE CONTRACT

The Contractor/Collaborator/Bidder shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Chief Engineer (Generation) or his representatives and shall comply with and adhere strictly to the Chief Engineer (Generation)'s instructions or his Representatives and directions on any matter whether mentioned in the Contract or not, concerning the Works. The Contractor/Collaborator/Bidder shall take instructions and directions only from the Chief Engineer (Generation) or his representatives.

CLAUSE – 8 PROGRAM TO BE FURNISHED

- (i) In line with the Clause 4 of this section, The Contractor/Collaborator/Bidder shall within 10 days after the Commencement Date/Date of LOA, submit to the Chief Engineer (Generation), for his approval :
 - (a) The order in which the Contractor/Collaborator/Bidder proposes to carry out the Works (including design, manufacture, supply, erection, testing and commissioning).
 - (b) The times when submission and approval of the Contractor's drawings are required (time frame for this shall conform to that set out under Clause-4 hereof).

- (c) The times by which the Contractor requires the MePGCL
- to furnish data/specification drawings, if any
 - to have completed any other associated Works

The approval by the Chief Engineer (Generation) of the program shall not relieve the Contractor from any of his obligations under the Contract.

- (ii) The program shall be in the form of a network diagram which shall show in detail and in orderly sequence all activities, their descriptions, duration, and dependencies or precedence, necessary to the completion of the Works,
- (iii) The Contractor/Collaborator/Bidder shall base his program on the completion times and periods and other relevant Contract requirements and shall co-ordinate his program with information given to him by the Engineer-in-Charge concerning the project program and program of other Contractors to be engaged on the site to the extent that this can be done within the framework of the periods and information available at the time.

CLAUSE – 9 CONTRACTOR'S SUPERINTENDENCE

The Contractor/Collaborator/Bidder shall provide all necessary superintendence and monitoring during the execution of the Works. The Contractor or a competent and authorized representative shall give his whole time to the superintendence of the Works. Such authorized representative shall on behalf of the Contractor receive instructions from the Chief Engineer (Generation)'s representative or the Chief Engineer (Generation).

CLAUSE – 10 EXTRAORDINARY TRAFFIC

Protection of Highways and Bridges

The Contractor/Collaborator/Bidder shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being damaged by any traffic of the Contractor or any of his subcontractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic, as shall

inevitably arise from the moving of Goods or his plant, equipment and machinery and materials from and to the site, shall be limited, as far as reasonably possible, and so that no unnecessary damage may be occasioned to such highways and bridges. Any damage done by the contractor/sub-suppliers while transporting the equipment's/materials, he has to repair the damage at his own cost and as specified by the concerned department. The carriage capacity is to restrict the load to 15 T.

**CLAUSE – 11 SUSPENSION OF WORKS, TRANSPORTATION OR
ERECTION, RE-ACTIVATION OF THE WORKS ETC**

(i) Order to Suspend

The Chief Engineer (Generation) may, at any time instruct the Contractor to:

- (a) Suspend progress of the Works, or
- (b) Suspend transportation of the Goods, if fabricated/ manufactured at a place other than on the site, which are ready for transportation to the site at the time specified in the program, or if no time is specified, at the time appropriate for it to be transported, or
- (c) Suspend the erection of the Goods

When the Contractor is prevented from transporting or erecting of Goods in accordance with the program, the Chief Engineer (Generation) shall be deemed to have instructed a suspension except when such prevention is caused by the Contractor's default or in case of Force Majeure viz. land slide, earth quake, riots, calamities, pandemic and any other which may affect directly or indirectly the progress of the work

The Contractor shall, during suspension, protect and secure the Works or Goods affected at the Contractor's Works or elsewhere or on the site, as the case may be, against any deterioration, loss or damage.

The suspension of the works may last 30 to 90 days depending upon the severity of the situations / default of the contractor or the severity of the force majeure.

In case the suspension ordered by the Chief Engineer (Generation) is other than the default of the contractor, equivalent time extension shall be allowed on the application of the contractor.

During such suspension of works, no extra financial implication shall be admissible to the contractor or any of his counterpart from MePGCL.

The order of the suspension shall be officially intimated by MePGCL once the situation has become normal in the case of force majeure or the contractor has complied the case of such suspension.

CLAUSE -12 COMPLETENESS OF WORK

The Contractor/Firm is to supply all the materials/items required for the work. In case no items/equipment's are supplied by the Contractor out of his negligence or default, the Purchaser shall not be held responsible and the terms as stipulated at Clause 21 (f) shall persist/prevail.

Complying to the Clause 5(v) under this section does not mean that the supplier/contractor has completely supplied the items/ materials in totality for the completeness of the works at site. Out of the negligence of the supplier during loading and transit, petty items may be left out and this shall not be the responsibilities of the purchaser.

Due care and diligence has to be taken care by the contractor during loading since the MRC shall not detail the list of all the small/minor items of the goods while receiving at site.

CLAUSE-13 TIME FOR COMPLETION, EFFECTIVE DATE AND COMMENCEMENT DATE

The Contract shall become effective after the acceptance of the performance security by the MePGCL and signing of Contract Agreement by the parties.

The effective date i.e. date of signing of contract agreement, shall be considered as commencement date.

The time for completion of the works shall be 1(one) year. The Contractor

and the MePGCL shall reckon the time for completion from Commencement Date i.e. the date of signing of Contract Agreement.

The Works shall be completed and shall have passed the tests on completion within the time indicated above.

CLAUSE – 14 EXTENSION OF TIME FOR COMPLETION

The Contractor may claim an extension of the Time for Completion, if the completion of the Works is delayed by any of the following causes:

- i) Extra or additional work ordered in writing.
- ii) Delay by any other Contractor whose works are interdependent upon the present contract engaged by the MePGCL.
- iii) Any suspension of the Works hereof, except when due to the Contractor's default.
- iv) Due to force majeure conditions viz. Landslide, Earthquake, Riot, War, Hostilities, Rebellion, Revolution, Flooding and Natural calamity etc as stipulated in the Para of the Clause 11.

The Chief Engineer (Generation) may determine and grant time extension to the Contractor from time to time, either prospectively or retrospectively, such extension of Time for Completion as may be justified provided always that the circumstances leading to the extension of Time for completion are other than through a default of the Contractor **and such shall be without financial obligation to both the parties.**

CLAUSE – 15 TESTS ON COMPLETION

(i) Notice of Tests

The Contractor shall give to the Chief Engineer (Generation), **fifteen days'** notice of the date after which he shall be ready to make the Tests on Completion hereinafter called the Tests.

(ii) Delayed Tests

If the Tests are being unduly delayed by Contractor, the Chief Engineer (Generation) may, by a notice, require the Contractor to make the Tests within **fifteen days** after the receipt of such notice. The Contractor shall make the Tests on such days within that period as the Contractor may fix and of which he shall give notice to the Chief Engineer (Generation).

(iii) Facilities for Tests on Completion

Except where otherwise specified, the Contractor shall provide, at his cost, such labour, materials, electricity, fuel, apparatus, and other necessary equipments as may be required to carry out the Tests.

(iv) Consequences of Failure to Pass Tests on Completion

If the Works or any section fails to pass the Tests, the Chief Engineer (Generation) shall be entitled to:

- (a) order further Repetition of the Tests **or**
- (b) Reject the Works or
- (c) Issue a Taking over certificate, notwithstanding that the Works are not complete and subject to the conditions to making good the defects during Defect Liability Period and only if such defects do not interfere with the works or with commissioning activities or with the generation activities.

CLAUSE – 16 PAYMENT TERMS AND MODE OF PAYMENT

- (i) 10% Advance Payment shall be paid against the Bank Guarantee of equivalent amount on signing of contract agreement. The Bank Guarantee has to be issued by the Schedule Nationalized Bank and against Proforma Invoice to be produced/submitted by the Awarded Contractor.

The validity of the Bank Guarantee shall be 1 (one) year or have to be extended from time to time by the Contractor on the request of MePGCL without no financial implication to the Purchaser.

The Advance Payment shall be adjusted from the Supply Invoice in 2

installments.

- (ii) 80% of the contracted Price of goods shall be paid on receipt of goods on the site as progressive payment.

90% of payment against erection on completion of works shall be release on pro rata basis as per the progress of work certified by the Chief Engineer (Generation) or by the Chief Engineer's Representatives.

100% of admissible taxes/duties (GST) and levies on receipt of goods at site.

The balance payment of the contract price shall be made after successful erection, testing & commissioning within **sixty days** on the issue of Taking Over Certificate by the Chief Engineer (Generation).

- (iii) In case the Firm/Contractor fails to comply to the contract before handing over or before the successful Testing & Commissioning, any of the due amount pending to be paid as against Supply, the Retention amount shall not be released. No written request shall be entertained to the Firm/Contractor which is responsible for such default.
- (iv) Deduction towards income tax shall be made from every interim payment certified by the Chief Engineer (Generation) in Terms of Indian Income Tax Rules as in force from time to time.
- (v) Payment shall be made by the Project Authority through the office of the Executive Engineer Generation-I, MePGCL Sumer, upon the verification of the following:
 - (a) Materials as per Materials Receipt Certificate to be verified by the Engineer (Electrical) or site In-charge.
 - (b) Invoice as per MRC.
 - (c) Relevant documents pertaining to supply.
 - (d) Report on complete installation of sealing etc, through M. B and relevant Bills/Forms.

- (e) All the Bills/Invoices shall be certified by the office of the Chief Engineer (Gen)/Chief engineer's representatives.

CLAUSE – 17 INSURANCE

- (i) The Contractor shall take all risk insurance cover for the Goods to be supplied under the Contract with the reputed insurance company viz. LIC, SBI insurance etc.

- a) To the Ex works cost plus 15% thereupon during transportation of the Goods from the manufacturer's place to the place of installation i.e. the project power house site including intermediate storage, if any.
- b) To the Ex-work cost plus 15% for the materials/equipments during storage at site from damage caused by any calamity or any event.
- c) To the cost FOR project power house site plus 15% thereupon, during erection, testing and commissioning till taking over.
- d) To the cost of goods & services plus 15% thereupon during the defects liability period.
- e) The Insurance should cover till the project has been handed over to the purchaser and after the issue of the taking over certificate.

- (ii) **Contractor's Plant, Equipment and Machinery**

The Contractor shall insure his plant, equipment and machinery brought on to the site for its full replacement value, while on the site against any loss or damage caused by any of the Contractor's Faults.

- (iii) The Contractor shall produce the policies of the insurance which he is required to effect under the Contract to the Chief Engineer (Generation).

CLAUSE – 18 DEFAULT

- (i) **Notice of Default**

If the Contractor is not executing the Works in accordance with the Contract

or is neglecting to perform his obligations there-under so as to seriously affect the carrying out of the Works, the Chief Engineer (Generation) may give notice to the Contractor requiring him to make good such failure or to complete the works as stipulated in the contract.

(ii) Payment on account of Contractor's default

If the Contractor fails to comply to the Chief Engineer (Generation)'s notice. The MePGCL shall not be liable to make any further payments to the Contractor until the Works have been completed and the Defects Liability Period is over.

CLAUSE – 19 TAXES AND DUTIES

- (i) The prices shall include all duties, levies and taxes that may be levied according to the Laws and regulation. Nothing in the contract shall relieve the contractor from his responsibility to pay any tax that may be levied in India on profits made by him in respect of the Contract.
- (ii) The Contractor is to comply with the EPF & MP Act, 1952 by registering themselves with the EPFO, failing with the payment to the contractor may be withheld or 25.15% may be deducted from the bill of the Contractor.

CLAUSE – 20 DEFECTS AFTER TAKING OVER

- (i) Defects Liability Period The expression " Defects Liability Period" shall mean a period of six (6) months from the date the Works were taken over after completion of the Underwater sealing... etc and related works after the issue of the Provisional Taking Over Certificate.
- (ii) Making Good Defects The Contractor shall be responsible for making good any defect in or damage to any part of the Works which may appear or occur during the defects liability Period and which arises from either:
 - a. Any defective materials, workmanship or design, or
 - b. Any act or omission of the Contractor during the Defects Liability Period. The Contractor shall make good the defect or

damage as soon as practicable and at his own cost.

- (iii) Notice of Defects If any such defect appears or damage occurs, the Chief Engineer (Generation) shall forthwith notify the Contractor thereof. However, delay or failure of the Chief Engineer (Generation) in notifying shall not relieve the Contractor from his liability for remedying the defects at his own cost. Defects Liability Certificate shall be issued to the contractor once the defects in the plant/equipment/machineries have been attended to the full satisfaction of the purchaser to that effect

CLAUSE – 21 OPTIONAL CONDITIONS

For the purpose of this contract, the Contractor shall:-

- (a) Make his own arrangement for accommodation, lodging, fooding and other amenities to the basic needs of the Labourers/Workers at site and the Firm's site in-charge.
- (b) Make his own arrangement for the potable water.
- (c) Make his own arrangement for the sanitation facilities but up keeping sanitary rules and regulations for clean environment.
- (d) Make his own arrangement for power supply at work site and even during construction in the event MePGCL cannot give power supply in time. In case MePGCL supplies power, the Contractor has to bear the cost of energy charges as per prevailing rates stipulated in the Terms & Conditions of Supply of Electrical Power by MePDCL
- (e) Make his own arrangement for storage of materials/equipments with proper care till the works have been completed. **Security arrangement has to be met by the Contractor.**
- (f) **No claim/Payment shall be entertained in case the works are not completed in all respects.**
- (g) Delay on the part of the Contractor to complete the works shall put the Firm under penalty at the cost of 0.25% of the Contract value per week

delay period limited to a maximum of 5% of the contract value, provided such delays are not attributed to the Firm or Awarded Contractor.

CLAUSE – 22 RESOLUTION OF DISPUTES

(i) Settlement of Disputes

- (a) If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation.
- (b) If the parties fail to resolve such a dispute or difference by mutual consultation at the execution site level, then the dispute shall be referred by the Contractor to the Project Manager, who, within a period of thirty (30) days after being requested by Contractor to do so, shall give written notice of his decision.
- (c) The decision/instruction of the Project Manager shall be deemed to have been accepted by the Contractor unless notified by the Contractor of his intention to refer the matter for Arbitration within thirty (30) days of such decision/instruction.
- (d) In the event the Project Manager fails to notify his decision as aforesaid within thirty (30) days, the Contractor, if he intends to go for Arbitration, shall notify his intention to the Project Manager within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Employer and the Contractor.

- (e) In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration, he shall notify such intention to the Contractor.

(ii) Arbitration

- (a) All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:
- (b) The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- (c) The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be at SHILLONG (headquarter of Employer).
- (d) The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- (e) During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

ANNEXURE-I

PROFORMA OF AGREEMENT

THIS AGREEMENT MADE on the day of 2023 BETWEEN Meghalaya Power Generation Corporation Limited (MePGCL) of Lumjingshai, Short Round Road, Shillong (Meghalaya) (hereinafter called "the MePGCL") of the one part and (Name of Contractor) of (mailing address of Contractor).(hereinafter called "the Contractor") of the other part.

WHEREAS the MePGCL is desirous that certain goods and services should be provided viz. (Brief description of goods & service) and has by a letter of Award dated accepted the offer by the Contractor for the supply of Goods and carrying out the services.

NOW THIS AGREEMENT WITNESSETH as follows;

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (i) this Proforma of Agreement
 - (ii) the Letter of Award
 - (iii) This bid document
 - (iv) the Schedule of Prices
 - (v) the offer by the Contractor and subsequent correspondence exchange between the two parties
 - (vi) the schedule of supplementary information, if any.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in case of ambiguities or discrepancies, shall

take precedence in the order set out above.

4. In consideration of the payments to be made by the MePGCL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the MePGCL to provide goods and services and remedy defects therein in conformity, in all respects, with the provisions of the Contract.
5. The MePGCL hereby covenants to pay the Contractor, in consideration of the provisions of goods and services, and remedying defects therein and completion of the Works, the Contract Price at the times and in the manner prescribed by the Contract.

In WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

By the said

NAME.....

NAME.....

On behalf of the Contractor

On behalf of the MePGCL

in the presence of:

in the presence of:

NAME.....

NAME.....

Address

Address.....

Note: This Performa is included in the Bidding Documents only for the information of bidders. Only the successful bidder shall, in due course, be required to fill this Performa.

ANNEXURE-II

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

To

The Chief Engineer (Generation), MePGCL

Lumjingshai, Short Round Road, Shillong

WHEREAS (Name and Address of Contractor)(hereinafter called "theContractor") has undertaken, in pursuance of Contract No.dated.....to execute(Name of Contract and Brief Description of Works)(hereinafter called "theContract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs..... (Amount of Guarantee) in words and figure.....to be inserted by the Guarantor, representing the percentage of the Contract Price, specified in the Contract, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs..... [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such .change, addition or modification.

This guarantee is valid until the date after issue of the last Defects Liability Certificate.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank

Address

Date

Note: The Bidders are not required to fill this Performa.

ANNEXURE-III

PROFORMA FOR BANK GUARANTEE FOR BID SECURITY

To,

The Chief Engineer (Generation) MePGCL

Lumjingshai, Short Round Road, Shillong-1,

Meghalaya, India.

WHEREAS, (Name of the Bidder) _____ herein after called the BIDDER") has submitted his bid dated _____ for (Name of Contract) _____ (hereinafter called "the Bid")

KNOW ALL men by these presents we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the MePGCL subsidiary of MeECL in the sum of _____ for which payment well and truly to be made to the MeECL the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2023.

THE CONDITIONS of this obligation are;

- i) If the Bidder withdraws his Bid during the period of bid validity specified in the Performa of Bid; or
- ii) If the Bidder having been notified of the acceptance of his Bid by the MePGCL during the period of bid validity;

- a) Fails or refuses to execute the Performa of Agreement in accordance

with the Instructions to Bidders, if required; or .

- b) Fails or refuses to furnish the Performance Security, in accordance with the' instructions to Bidders.

We undertake to pay to the MePGCL up to the above amount upon receipt of its first written demand, provided that in its demand the MePGCL shall note that amount claimed by it is due to it owing to the occurrence of one or both conditions, specifying the occurred condition or conditions.

This Guarantee shall remain in force up to and including the. date 210 days after the closing date of submission of bids as stated in the Invitation to Bid or as extended by you at any time prior to this date, notice of which extension to the Bank being hereby waived and any demand in respect thereof should reach the Bank not later than the above date.

DATE.....

SIGNATURE OF THE BANK.....

WITNESS.....

SEAL:

(Signature, Name and Address)

ANNEXURE-IV

PROFORMA OF BID (FOR TECHNICAL BID)

Tender Notice No :
From :
To :The Chief Engineer (Generation), MePGCL,Lumjingshai, short
RoundRoad,Shillong –1, Meghalaya, INDIA.
Sub :Bid for _____

(Description of works)

Dear Sir,

With reference to Bidding Documents forwarded to us under your letter no dated, we, the undersigned, having examined the Bidding Documents including corrigenda/ addenda for the execution of the above named Work, offer to execute and complete the whole of the Work in conformity with the said Bidding Documents.

We are enclosing herewith the Bid Security amounting to Rs. _____(in words and-in figures) in the form of _____as prescribed in Tender Specifications.

We confirm that our Bid shall remain valid for One hundred eighty (180) calendar days and the Bid Security shall remain valid for a period of two hundred and ten (210) calendar days from the date of opening of Techno-Commercial Bid.

We undertake, if our bid is accepted, to commence and to complete and deliver the whole of the works comprised in the contract within the time specified by MePGCL in the Bidding Documents.

We further confirm that in the event the Bid is accepted, we shall furnish performance security towards successful performance of the contract and shall execute the Contract Agreement in accordance with the Terms & Conditions stipulated in Tender Specifications.

Unless and until a formal Contract Agreement is executed, this Bid, subsequent correspondences together with the Letter of Award of MePGCL shall constitute a binding Contract between MePGCL and us.

We understand that MePGCL subsidiary of MeECL is at liberty not to accept the lowest Bid Price. We also understand that MePGCL is at liberty not to accept any or all Bids and MePGCL is at liberty to negotiate with Bidder(s) at any stage.

Dated this _____ day of
20_____

(Signature and Full Name)

Title: _____ (Affix seal here)

Firm's address:

Telephone:

Telex:

Cable Address:

Fax:

Witness

(Signature and Full Name)

ANNEXURE-V

INSURANCE REQUIREMENTS

A) Insurances to be taken out by the Contractor

The Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities. However, in such a case the Contractor shall be required to furnish to the Employer documentary evidence from the insurer in support of the insurer's inability as aforesaid.

(a) Marine Cargo Policy/Transit Insurance Policy:

(I) Transit Insurance Policy for indigenous equipment

Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment supplied from within India. The policy shall cover movement of Plant and Equipment from the manufacturer's works to the project's warehouse at final destination site, along with war & Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.

Amount	Deductible Limits	Parties insured	From	To
120% of Ex-work Price of all the Plant and Equipment to be supplied, GST etc., if additionally payable.	Nil	Contractor & Employer	Mfrs ware-house	Project's ware-house store at final destination

(II) If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s)

in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

- (III) The Contractor shall take the policy in the joint names of Employer and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Employer as jointly Insured in the endorsements to the open policy.

(b) Erection All Risk Policy/Contractor All Risk Policy:

- (I) The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at Sl. No. (III) below.

Amount	Deductible limits	Parties insured	From	To
105% of Ex-work Price of all the Plant and Equipment to be supplied plus GST. if additionally payable. and 100% of erection price component	Nil	Contractor & Employer	Receipt at site of first lot of the Plant and Equipment	Up to Operational Acceptance

- (II) The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.

If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Employer at the completion of the project.

(III) The following add-on covers shall also be taken by the Contractor:

- i. Earthquake
- ii. Terrorism
- iii. Escalation cost (approximately @10% of sum insured on annual basis)
- iv. Extended Maintenance cover for Defect Liability Period
- v. Design Defect
- vi. Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause (for projects of more than Rs.100 crores, cover for offsite storage/fabrication (over Rs.100 crores).

(IV) Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover:

The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with supply and installation of the Facilities.

Amount	Deductible	Parties	From	To
--------	------------	---------	------	----

	limits	insured		
<p>□ For projects upto Rs. 100 crores, the third party liability limit shall be 10% of the project value for single occurrence/ multiple occurrences in aggregate during the entire policy period.</p> <p>□ For projects from Rs. 100 crores to Rs. 500 crores, the third party liability limit shall be Rs. 10 crores for single occurrence/multiple occurrences in aggregate during entire policy period. For projects of more than Rs.500 crores, the third party liability limit shall be Rs. 25 crores for single occurrence/ multiple occurrences in aggregate during entire policy period.</p>	Nil	Contractor/ Sub-contractor	Receipt at site	Upto Defect Liability Period

- (V) The cost of insurance premium is to be reimbursed to the Contractor for Owner Supplied Materials (OSM) for which the insurer is to be finalized by the Contractor as detailed therein. Alternatively, the Contractor may take a single policy covering the entire cost of the project including the cost of OSM. For this purpose, the Contractor shall submit documentary evidence for the premium paid for the entire project to the Employer and Employer shall reimburse to the Contractor the proportion of premium equal to value of OSM to total sum insured.

If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

(c) **Automobile Liability Insurance**

The Contractor shall ensure that all the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per RTA act. Further the Contractor or its Subcontractors may also take comprehensive policy(own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.

(d) Workmen Compensation Policy:

- (I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.
- (II) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Operational Acceptance of the project.

Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees including that of the Subcontractor(s), the Contractor must include the interest of the Employer for this specific Project in its existing 'Workmen Compensation Policy'.

- (III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its Subcontractors shall effect

and maintain insurance on the same basis as the ‘Workmen Compensation Policy’ effected by the Contractor.

(e) Contractor’s Plant and Machinery (CPM) Insurance

The Employer (including without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor’s Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor, except for the Third Party Liability, Workmen Compensation Policy Insurances, and the Contractor’s Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor, except for the Cargo Insurance During Transport and Workmen Compensation.

Policy Insurances. All insurer’s rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

B) Insurances to be taken out by the Employer

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Amount	Deductible limits	Parties Insured	From	To
_____ NIL _____				

Form-1. FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

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 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") to exercise
all or any of the powers for and on behalf of the Joint Venture in regard to Specification
No..... Package the bids for which have been invited by

(insert name of the Employer along with address) (herein after called the
'Employer')

to undertake the following acts :

- (i) To submit proposal and participate in the aforesaid Bid Specification 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) 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 the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act 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 thisday of under the Common Seal(s) of their Companies.

for and on behalf of

the Partners of Joint

Venture

.....

.....

.....

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

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

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.**

Form-2. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

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 (herein after 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 (herein after 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 Specification No..... for (insert name of the package along with project name)Of (insert names of the Employer), a Company incorporated under the Companies Act of 1956/2013 (with amendment from time to time) having its registered office at(insert registered address of the Employer).....(herein after 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 Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under (insert name of the package along with project name)

AND WHEREAS Clause 1.3, Section-I, ITB, forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Clause 1.3 of Volume-1 of Section-I, as applicable may bid, provided, the Joint Venture fulfils all other requirements under Clause 1.3 of ITB and in such a case, the Bid Forms 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.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

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 Clause 1.3, Section-I ITB, has been signed by all the parties.

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 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 design, manufacture, supply and successful performance of the 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 Party(s), the

Employer can proceed against any of the 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 rising 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 along with 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.
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 of the

authorized representative)

Signature

WITNESS :

I.

II.

Common Seal of

For Party No.-2

has been affixed in my/ our

For and on behalf of M/s.....

presence pursuant to Board of

(Signature of the

Director's Resolution dated

authorized

representative)

Name

Designation

Signature

WITNESS :

I.

For Party No.-3

II.

For and on behalf of M/s.

Common Seal of

.....

has been affixed in my/ our

presence pursuant to Board of

(Signature of the

Director's Resolution dated

authorized

representative)

Name

Designation

Signature

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.

**Form-3: FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF
CREDIT/FACILITIES**

BANK CERTIFICATE

This is to certify that M/s. _____ (*insert Name & Address of the Contractor*)
_____ who have submitted their bid to(*insert name of the
Employer*)..... against their tender specification Vide ref. No.
..... for (*insert name of the package alongwith the project name*)
..... is our customer for the past years.

Their financial transaction with our Bank have been satisfactory. They enjoy the following
fund based and non fund based limits including for guarantees, L/C and other credit facilities
with us against which the extent of utilization as on date is also indicated below:

Sl. No.	Type of Facility	Sanctioned Limit as on Date	Utilisation as on Date

This letter is issued at the request of M/s. _____.

Signature _____

Name of Bank _____

Name of Authorised Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK

APPENDIX-2

BID FORMS (BID ENVELOPE)

UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS
AT SURGE SHAFT OF UMIAM STAGE –I POWER STATION ,
RI-BHOI DISTRICT, MEGHALAYA.

BID FORMS (BID ENVELOPE)

Bid Proposal Ref. No.:

Date:

To:

The Chief Engineer (Generation)

MePGCL, Lumjingshai

Shillong-793001

**Name of Contract: UNDERWATER SEALING OF THE STEEL
LINED HP TUNNELS AT THE SURGE SHAFT.**

Dear Sir/ or Madam,

1.0 Having examined the Bidding Documents, including Amendment Nos. (*Insert Numbers*) dated the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, deliver, install and commission (including carrying out Trial operation, Performance & Guarantee Test as per the provision of Technical Specification) the Facilities under the above-named Project in full conformity with the said Bidding Documents. In accordance with ITB Clause 1.9 of the Bidding Documents, as per which the bid shall be submitted by the bidder under “Single Stage - Bid Envelope” procedure of bidding. Accordingly, we hereby submit our Bid, in Bid envelope i.e. Techno – Commercial Part. Price Part i.e. Price is uploaded. We have submitted and uploaded on-line price bid through e-mode to be opened subsequently.

2.0 Attachments to the Bid Form (Bid Envelope)

In line with the requirement of the Bidding Documents, we enclose herewith the following Attachments:

- a) Attachment 1: **Bid Security**, in a separate envelope, in the form of Bank Guarantee for a sum of (*name of currency and amount in words and figures*) initially valid for a period of **seven (07) months** from the date set for opening of bids.

Note: *:Delete whichever is not applicable.

- (b) Attachment 2: A **power of attorney** duly authorized by a Notary Public indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon us during the full period of its validity in accordance with the ITB Clause 1.14.
- (c) **Attachment 3:** The documentary evidence that we are eligible to bid in accordance with ITB Clause 1.2. Further, in terms of ITB Clause 1.9.3, the qualification data has been furnished as per your format enclosed with the bidding documents [Attachment-3(QR).
- (d) **Attachment 4:** The documentary evidence regarding origin country of plant and equipment to be supplied and installed has been furnished as Attachment 4.

A list of Special Tools & Tackles to be used by us for erection, testing & Commissioning and to be handed over to Employer, the cost of which is included in our Bid Price, is also enclosed as per your format as Attachment 4A. A list of Special Tools & Tackles to be brought by the contractor for erection, testing & Commissioning and to be taken back after completion of work, whose cost is not included in our bid price, is enclosed as per your format as Attachment 4B.

- (e) Attachment 5: The details of all major items of services or supply which we propose subletting in case of award, giving details of the name and nationality of the proposed subcontractor/sub-vendor for each item.
- (f) Attachment 6: Deviations and Exceptions to the Provisions of the Bid Document.
- (g) Attachment 9: Work Completion Schedule.
- (h) Attachment 12: Information regarding Firm Price Declaration as per the format enclosed in the bidding documents.
- (i) Attachment 16: Additional Information

- (j) Attachment 18: Declaration
- (k) Attachment 19: Bank Guarantee verification checklist
- 3.0 We are aware that our online price bid is liable to be rejected in case the same contains any deviation/omission from the contractual and commercial conditions and technical Specifications other than those identified in this Bid Envelope.
- 3.1 We are aware that the Price Schedules do not generally give a full description of the Work to be performed under each item and we shall be deemed to have read the technical specifications, scope of works and other sections of the Bidding Documents and Drawings to ascertain the full scope of Work included in each item while filling-in the rates and prices in price schedule quoted and uploaded in e-procurement web-portal.
- 3.2 We declare that the prices quoted by us in the Price Schedules shall be **fixed and firm** and no price adjustment shall be for the entire duration of the Contract.
- 4.0 We confirm that except as otherwise specifically provided our Bid Prices quoted and uploaded in e-procurement web portal include all taxes, duties, levies and charges as may be assessed on us, our Sub-Contractor/Sub-Vendor or their employees by all municipal, state or national government authorities in connection with the Facilities, in and outside of India.
- 4.1 100% of applicable Taxes and Duties (*for direct transaction between Employer and us*), which are payable by the Employer under the Contract, shall be reimbursed by the Employer after dispatch of equipment on production of satisfactory documentary evidence by the Contractor in accordance with the provisions of the Bidding Documents.
- 4.2 We further understand that notwithstanding 4.0 above, in case of award on us, you shall also bear and pay/reimburse to us, Excise Duty, Sales Tax/VAT (but not the surcharge in lieu of Sales Tax/VAT), local tax and other levies in respect of direct transaction between you and us, imposed on the Plant & Equipment including Mandatory Spare Parts specified in Schedule No. 1 of our Price Schedule quoted and uploaded on e-procurement web portal, to be incorporated into the Facilities; by the Indian Laws.

- 4.3 We also understand that, in case of award on us, you shall reimburse to us octroi/entry tax as applicable for destination site/state on all items of supply including bought-out finished items, which shall be dispatched directly from the sub-vendor's works to the Employer's site (sale-in-transit). Further, Service Tax, if applicable, for the services to be rendered by us, the same is included in our bid price quoted and uploaded on e-procurement web portal.
- 4.4 We confirm that we shall also get registered with the concerned Sales Tax Authorities, in all the states where the project is located.
- 4.5 We confirm that no Sales Tax/VAT in any form shall be payable by you for the bought out items which shall be dispatched directly by us under the First Contract (as referred in para 5.1 below) to the project site. However, you will issue requisite Sales Tax declaration/Vat able forms in respect of such bought out items, on production of documentary evidence of registration with the concerned Sales Tax Authorities.
- 5.0 We have read the provisions of following clauses and confirm that the specified stipulations of these clauses are acceptable to us:
- | | | |
|-----|----------------------------------|---------------------------|
| (a) | ITB 1.13 | Bid Security |
| (c) | GCC 18 | Terms of Payment |
| (d) | GCC 6 | Performance Security |
| (e) | GCC 19 | Taxes and Duties |
| (f) | GCC 13 | Completion Time Guarantee |
| (g) | GCC 20 | Defect Liability |
| (j) | GCC 22(i) | Settlement of Disputes |
| (k) | GCC 22(ii) | Arbitration |
| (l) | Firm Price Declaration Schedule. | |

Further we understand that deviation taken in any of the above clauses by us may make our bid non-responsive as per provision of bidding documents and be rejected by you.

- 6.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us, and to achieve the delivery of goods and related services within the time stated in the Bidding Documents.
- 7.0 If our bid is accepted, we undertake to provide a Performance Security(ies) in the form and amounts, and within the times specified in the Bidding Documents.
- 8.0 We agree to abide by this bid for a period of six (06) months from the date fixed for opening of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 9.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 10.0 We understand that you are not bound to accept the lowest or any bid you may receive.
- 12.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without collusion or fraud.

Dated this ____ day of _____ 20__

Thanking you, we remain,

Yours Sincerely,

For and on behalf of the [*Name of the Bidder#*]

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Date:

Place:

Business Address:

Country of Incorporation:

(State or Province to be indicated)

Name of the Principal Officer:

Address of the Principal Officer:

Note: Bidders may note that no prescribed proforma has been enclosed for:

(a) Attachment 2: Power of Attorney.

(For Attachments 2 Bidders may use their own proforma for furnishing the required information with the bid).

LIST OF ATTACHMENTS

Attachment – 3 (JV)	93
Attachment – 3 (QR)	94
Attachment – 4	101
Attachment – 4A	102
Attachment – 4B	103
Attachment – 5	104
Attachment – 6	106
Attachment – 9	107
Attachment – 12	109
Attachment – 16	110
Attachment – 18	114
Attachment – 19	115

ATTACHMENT-3 (JV)

**UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS AT
THE SURGE SHAFT**

(Joint Venture Agreement and Power of Attorney for Joint Venture*)

Bidder's Name and Address: To: **The Chief Engineer (Generation)**

MePGCL,

Lumjingshai

Shillong-793001

Dear Sir,

The Joint Venture Agreement (as per the proforma attached at no. Form-2 in Annexure& Sample Forms Enclosed, Section-II of Vol.-I of the Bidding Documents) and Power of Attorney for Joint Venture (as per the proforma attached at Form-1 in Annexure& Sample Forms Enclosed, Section-II of Vol.-I of the Bidding Documents) are enclosed herewith.

* Applicable for Joint Venture.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal)

(Qualifying Requirement Data)

Page 94

We are furnishing the following details/document in support of Qualifying requirement for the subject project.

A. Attached copies of original documents defining:

- a) The constitution or legal status;
- b) The principal place of business;
- c) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms).

B. Attached original & copies of the following documents.

- a) Written power of attorney of the signatory of the Bid to commit the bidder.
- b)** Joint Venture Agreement

[** To be submitted only in case of Joint Ventures. Strike off in case of individual firms.]

Pre-qualification criteria – Part A:

Technical:

The detailed criterion is mentioned in Appendix-I to Section-I of Volume-1.

Format A: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture) for technical experience in compliance to para 1.01 {(i) or (ii) or (iii)} of Appendix-I to Section-I of Volume-1 [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 1.01 (iv) of Appendix-I to Section-I of Volume-1] is also is to furnished, as applicable, using this format. The bidder (Single Firm / Partner(s) in case of Joint Venture) who is willing to qualify in compliance to para 1.01 {(ii) or (iii)} of para 1.01 (iv) of Appendix-I to Section-I of Volume-1 shall fill below format.

A1.	Name of Bidder/Lead Partner of JV/other partner(s) of JV	
-----	--	--

A2.	Name of Contract (executed during the last 7 years as on the originally scheduled date of bid opening):	
A3.	<i>Contract Reference No. & Date of Award</i>	
A4	Name and Address of the Employer/Utility by whom the Contract was awarded e-mail ID Telephone No. Fax No.	
A5(i)	Name of the project successfully erected, tested and commissioned	
(ii)	Capacity of successfully erected, tested and commissioned project.	
A6(i)	Date of successful execution of the Contract/Date of commissioning	
(ii)	No. of years the above referred project is in successful operation as on the date of bid opening	 _____ years
A7.	Capacity in which the Contract was undertaken (Check One)	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Partner of JV <input type="checkbox"/> Subcontractor (Tick whichever is applicable)
A8.	Details/documentary evidence submitted in support of stated experience/Contract	

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

Commercial

The detailed criteria is mentioned at 1.02 of Appendix-I to Section-I of Volume-1.

Format B: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture) for commercial experience in compliance to para 1.02.1 (i) of Appendix-I to Section-I of Volume-1 [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 1.02.5 of Appendix-I to Section-I of Volume-1 : Section-III] is also to be furnished, as applicable, using this format. The bidder (Single Firm / Partner(s) in case of Joint Venture) who is willing to qualify in compliance to para 1.02.1 {(ii) or (iii)} of Appendix-I to Section-I of Volume-1 shall fill below format

A1.	Name of Bidder/Lead Partner of JV/other partner(s) of JV	
-----	--	--

A2.	Name of Contract (executed during the last 5 years up to 31.05.2022):	
A3.	Contract Reference No. & Date of Award	
A4	Name and Address of the Employer/Utility by whom the Contract was awarded e-mail ID Telephone No. Fax No.	_____ _____ _____
A5(i)	Name of completed Project in Generation sector	_____
(ii)	Cost of the project	_____
A6(i)	Date of successful execution of the Contract/Date of commissioning	_____
A7.	Capacity in which the Contract was undertaken (Check One)	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Partner of JV <input type="checkbox"/> Subcontractor (Tick whichever is applicable)
A8.	Details/documentary evidence submitted in support of stated experience/Contract	

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

Format C: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture) for commercial experience in compliance to para 1.02.2, 1.02.3 & 1.02.4 of Appendix-I to Section-I of Volume-1 [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 1.02.5 of of Appendix-I to Section-I of Volume-1) is also to furnished, as applicable, using this format.

A1.	Name of Bidder/Lead Partner of JV/other partner(s) of JV	
A2.	Net-worth in last three years Financial Year 2019-20 Financial Year 2020-21 Financial Year 2021-22	: Rs. ----- lakhs : Rs. ----- lakhs : Rs. ----- lakhs
A3.	<i>Minimum Average Annual Turnover (MAAT)</i> Financial Year 2017-18 Financial Year 2018-19 Financial Year 2019-20 Financial Year 2020-21 Financial Year 2021-22	: Rs. ----- lakhs : Rs. ----- lakhs : Rs. ----- lakhs : Rs. ----- lakhs

		: Rs. ----- lakhs
A4	liquid assets (LA) and/ or evidence of access to or availability of credit facilities	: Rs. ----- lakhs
A4.	Details/documentary evidence submitted in support of stated experience/Contract	

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

Failure to comply with this requirement will result in rejection of the joint venture's bid. Sub contractors' experience and resources shall not be taken into account in determining the bidder's compliance with qualifying criteria.

One of the partners shall be nominated as lead partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners as per proforma in Section-II "Annexures & Sample Forms Enclosed" of Volume-1

All partner of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture partners having such a provision shall be submitted with the bid.

Pre-qualification criteria – Part B:

The Bidder shall also furnish following documents/details with its bid:

A certificate from banker (as per format) indicating various fund based/non fund based limits sanctioned to the bidder and the extent of utilization as on date Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary Employer may make queries with the Bidders' bankers.

The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid.

Note:

In the event the bidder is not able to furnish the information of its own (i.e. separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/Holding/Parent Company) duly certified by any one of the authority [(i) Statutory Auditor of the bidder /(ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

Similarly, if the bidder happens to be a Group/Holding/Parent Company, the bidder should submit the above documents/information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note - 2.01.3.1 above certifying that these information/ documents are based on the audited accounts, as the case may be.

The Bidder shall possess valid license for supplies/services/erection/ commissioning. Documentary evidence shall have to be submitted for proof of authenticity.

The Performance Certificates from at least 3 end users for the units having been supplied and commissioned successfully in the last 15 years, by the bidder shall have to be furnished along with the bid.

Experience certificate shall have to be submitted by the Bidder/erector/manufacturer for Similar works. Also the bidder shall have an experience in manufacturing, designing, erection and commissioning of the Similar works.

The bidder shall furnish Income Tax/GST/Corporate Tax clearance certificate and any applicable taxes and duties.

The Bidder shall also furnish an up to date list of supplies/installations of Similar works along with associated Terminal equipment done by him in last 3 years with all particulars and also the ongoing works in India such as capacity, name of particulars, year of award, contract time, actual time etc.

The Bidder shall furnish the performance certificates from the 3 end users for successful operation for a period of >3 years of the Similar work supplied and installed by him with effect from the date of commissioning and commercial operation.

Litigation History:

The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid.

Notwithstanding anything stated hereinabove, the Employer reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the Employer. The Employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

ATTACHMENT-4

**UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS AT
THE SURGE SHAFT**

(Form of Certificate of Origin and Eligibility)

Bidder's Name and Address:

To: **The Chief Engineer (Generation)**
MePGCL, Lumjingshai
Shillong-793001

Dear Sir,

We hereby certify that equipment and materials to be supplied are produced in
....., an eligible source country.

We hereby certify that our company is incorporated and registered in
....., an eligible source country.

Date:..... (Signature).....

Place:..... (Printed Name).....

(Designation).....

(Common Seal).....

ATTACHMENT-4A

**UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS AT
THE SURGE SHAFT**

(List of Special Maintenance Tools & Tackles)

Bidder's Name and Address: To: **The Chief Engineer (Generation)**
MePGCL, Lumjingshai
Shillong-793001

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject project. The prices for these tools & tackles are included in our lumpsum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

Sl.No.	For Equipment	Item Description	Unit	Quantity

Notwithstanding what is stated above, we further confirm that any additional special maintenance tools and tackles, required for the equipment under this project shall be furnished by us at no extra cost to the employer.

Date:..... (Signature).....

Place:..... (Printed Name).....

(Designation).....

(Common Seal).....

ATTACHMENT-4B

**UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS AT
THE SURGE SHAFT**

(List of Special Maintenance Tools & Tackles)

Bidder's Name and Address: To: **The Chief Engineer**
(Generation)

MePGCL, Lumjingshai

Shillong-793001

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject Project. The prices for these tools & tackles which are to be taken back after the completion of the work by us are not included in our lump sum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

(a)

(b)

Date:..... (Signature).....

Place:..... (Printed Name).....

(Designation).....

(Common Seal).....

ATTACHMENT-5

**UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS AT
THE SURGE SHAFT**

(Bought-out & Sub-contracted Items)

Bidder's Name and Address: To: **The Chief Engineer (Generation)**

MePGCL, Lumjingshai

Shillong-793001

Dear Sir,

We hereby furnish the details of the items/ sub-assemblies; we propose to buy for the purpose of furnishing and installation of the subject Project:

Sl. No.	Item Description	Quantity proposed to be bought/sub-contracted	Details of the proposed sub-contractor/sub-vendor	
			Name	Nationality
1.				
2.				
3.				
4.				
5.				
6.				

2.0 We hereby declare that, we would not subcontract the erection portion of the contract without the prior approval of Employer.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

ATTACHMENT-6

**UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS AT
THE SURGE SHAFT**

(Deviations and Exceptions to the Provisions)

Bidder's Name and Address: To: **The Chief Engineer**
(Generation)

MePGCL, Lumjingshai

Shillong-793001

Dear Sir,

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

ATTACHMENT-9**UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS AT
THE SURGE SHAFT****(Work Completion Schedule)**

Bidder's Name and Address: To: **The Chief Engineer (Generation)**
 MePGCL, Lumjingshai
 Shillong-793001

Dear Sir,

We hereby declare that the following Work Completion Schedule shall be followed by us in furnishing and installation of the subject Project for the period commencing from the effective date of Contract to us:

Sl. No.	Description of Work	Period in months from the effective date of Contract
1.	Detailed Engineering and drawing submission a) commencement b) completion	
2.	Procurement of equipment/ components & assembly a) commencement b) completion	
3.	Type Tests commencement b) completion	
4.	Manufacturing a) commencement b) completion	
5.	Shipments & Delivery a) commencement b) completion	

Sl. No.	Description of Work	Period in months from the effective date of Contract
6.	Establishment of site office	
7.	Installation at Site a) commencement b) completion	
8.	Testing & Pre-commissioning a) commencement b) completion	
9.	Trial Operation a) commencement b) completion	

Date:..... (Signature).....

Place:..... (Printed Name).....

(Designation).....

(Common Seal).....

Note: Bidders are to enclose a detailed network covering all the activities to be undertaken for completion of the project indicating key dates for various milestones for each phase constituent-wise.

ATTACHMENT-12

**UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS AT
THE SURGE SHAFT**

(Firm Price declaration)

Bidder's Name and Address: To: **The Chief Engineer (Generation)**

MePGCL, Lumjingshai

Shillong-793001

Dear Sir,

We hereby reiterate that the prices for execution of the entire works covered under the scope of this work shall be quoted in the manner specified, in the BPS and that the Prices for Ex-works price component for all other equipment/items, Charges for Erection, Inland Freight & Insurance etc shall be FIRM and no price adjustment shall be applicable for the entire duration of the Contract.

Date:..... (Signature).....

Place:..... (Printed Name).....

(Designation).....

(Common Seal).....

ATTACHMENT-16**UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS AT
THE SURGE SHAFT****(Additional Information)**

Bidder's Name and Address: To: **The Chief Engineer (Generation)**

MePGCL, Lumjingshai

Shillong-793001

Dear Sir,

In support of the additional information required as per ITB Sub-Clause 1.9 of the Bidding Documents, we furnish herewith our data/details/documents etc., along with other information, as follows (the stipulations have been reproduced in italics for ready reference):

1.0 The Bidder shall furnish

A certificate from their Banker(s) (as per prescribed formats in Form 3, Volume-I:Section-II: Annexures & Sample Forms Enclosed) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders' Bankers.

1.1 In accordance with 1.0, certificate(s) from banker as per requisite format, indicating various fund based/non fund based limits sanctioned to the bidder or each member of the joint venture and the extent of utilization as on date is/are enclosed, as per the following details:

Name of the Bidder/partner of Joint Venture	
Name of the Banker by whom certificate issued	
Date of certificate (should not be earlier than 3 months prior to date of bid opening)	
Whether fund based/non fund based limits are indicated in the certificate	
Whether extent of utilization is indicated in the certificate	

1.2 The Bidder should accordingly also provide the following information/documents (In case of JV bidders, information should be provided separately for all the Partners of JV in the given format):

(i) Details of Banker:

Name of Banker	
Address of Banker	_____ _____ _____
Telephone No.	_____
Contact Name and Title	_____
Fax No.	_____
E-mail ID	_____

(ii) As per para 1.0, Authorization Letter(s) from the bidder (in case of JV bidder, from all the partners) addressed to the Banker(s), authorizing **XXXXX (Name of Employer)** to seek queries about the bidder with the Banker(s) and advising the Banker(s) to reply the same promptly, is/are enclosed as per following details:

Sl. No.	Letter Ref.	Date	Addressed to (name of the Bank)

2.0 Litigation History

The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid.

2.1 Details of litigation history resulting from Contracts completed or under execution by the bidder over the last five years

Year	Name of client, cause of litigation/arbitration and matter in dispute	Details of Contract and date	Award for or against the bidder	Disputed amount

3.0 OTHER INFORMATION

3.1 Current Contract Commitments of works in progress

Bidders (individual firms or each partners of JV) 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.

Details of Contract	Value of outstanding work (Rs.)	Estimated completion date

3.2 Financial Data :

(Rs. In Crores)

	Actual (previous five years)					Projection for next five years				
1. Total Assets										
2. Current Assets										
3. Total Liability										
4. Current Liability										
5. Profit before taxes										
6. Profit after taxes										

4. The information/documentation in support of Bidder's design infrastructure and erection facilities and capacity and procedures including quality control related to the work, are enclosed at _____ herewith.

5. The CV and experience details of a project manager with 15 years experience in executing such contract of comparable nature including not less than five years as manager and the CVs of other employees to be deputed for the subject work, are enclosed at _____ herewith.

Date:.....

(Signature)

Place:.....

(Printed Name)

(Designation)

(Common Seal)

ATTACHMENT-18

**UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS AT
THE SURGE SHAFT**

(Declaration)

Bidder's Name and Address: To: **The Chief Engineer (Generation)**

MePGCL, Lumjingshai

Shillong-793001

Dear Sir,

We confirm that Bid Form have been filled up by us as per the provisions of the Instruction to Bidders. We have also uploaded price bid electronically as per the provisions of the Instruction to Bidders. Further, we have noted that the same shall be evaluated as per the provisions of the Bidding Documents.

However, in case of any arithmetical errors, the same shall be governed as per the provision of ITB Sub-Clause 1.19.7 read in conjunction with BDS.

Date:..... (Signature).....

Place:..... (Printed Name).....

(Designation).....

(Common Seal).....

ATTACHMENT-19

UNDERWATER SEALING OF THE STEEL LINED HP TUNNELS AT THE SURGE SHAFT

(Bank Guarantee verification Check list)

Bidder's Name and Address: To: The **Chief Engineer (Generation)**
MePGCL, Lumjingshai
Shillong-793001

Sl. No.	Checklist	Yes	No
1	Does the bank guarantee compare verbatim with standard proforma for BG?		
2(a)	Has the executing Officer of BG indicated his name designation & Power of Attorney No. / Signing power Number etc. on BG?		
2(b)	Is each page of BG duly Signed/ initialed by the executants and last page is signed with full particulars as required in the standard proforma of BG and under the seal of the bank?		
2(c)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?		
3(a)	Is the BG on non-judicial stamp paper of appropriate value?		
3(b)	Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than Six months prior to the date of execution of BG?		
4(a)	Are the factual details such as Bid specification No., LOA No. contract price, etc, correct?		
4(b)	Whether Overwriting /cutting, if any on the BG, authenticated under signature & seal of executants?		
5	Is the amount and validity of BG is in line with contract provisions?		
6	Whether the BG has been issued by a Nationalized bank / Non-Nationalized Bank acceptable to Buyer /Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents)?		

Date:..... (Signature).....

Place:..... (Printed Name).....

(Designation).....

(Common Seal).....

APPENDIX-3

BIDDERS QUALIFICATION FORMS

Bidders Qualification Form

To establish its qualifications to perform the contract the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity/firm, the names and address of the partners should be indicated and a copy of the certificate of registration with the concerned Registrar of firms should be enclosed with the Bid</p> <p><input type="checkbox"/> 2. In case of single Company, documents, the company registration document along with Memorandum of Association should be submitted</p>	

Form LIT - Pending Litigation

Each Bidder must fill in this form

Pending Litigation			
<div><input type="checkbox"/> No pending litigation in accordance</div> <div><input type="checkbox"/> Pending litigation in accordance</div>			
Year	Matter in Dispute	Value of Pending Claim in Rupees	Value of Pending Claim as a Percentage of Net Worth

Form FIN - 1: Financial Situation

Each Bidder must fill in this form

Financial Data for Previous 3 Years [Rupees]		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

☐ 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).

Form FIN - 2: Average Annual Turnover

Each Bidder must fill in this form

Annual Turnover Data for the Last 3 Years	
Year	Amount (Rupees)

Average Annual Turnover	
--------------------------------	--

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

Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract with necessary supporting documents.

Financial Resources		
No.	Source of financing	Amount (Rupees)
1		
2		
3		

Form EXP – 1: General Experience

Each Bidder must fill in this form

General Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name and Address of Purchaser Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP – 2: Specific Experience

Fill up one (1) form per 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"/> Subcontractor
Total Contract Amount	(Rupees)
Purchaser's Name Address Telephone/Fax Number E-mail	
Description of the similarity	
1. Brief Specification of Goods supplied 2. Date of commissioning.	
Attached are copies of the following original documents if applicable. <input type="checkbox"/> 1. Type Test Certificates. <input type="checkbox"/> 2. Recent performance certificates <input type="checkbox"/> 3. Copy of the Contract Document.	