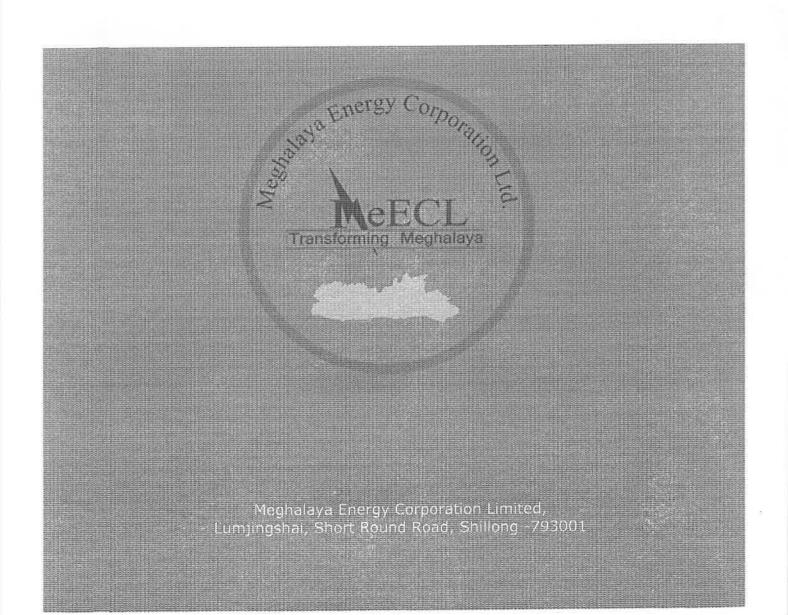
Request for Proposal (RFP) for Selection of Agency for Providing Technical/Administrative Manpower for Meghalaya Energy Corporation Limited and Its Subsidiary Companies

Dated: 2<sup>nd</sup> April, 2025



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# Request for Proposal (RFP)

#### <u>for</u>

# Selection of Agency for Providing Technical/Administrative Manpower for Meghalaya Energy Corporation Limited and Its Subsidiary Companies

Sealed proposal in two-part bid submission affixing a court stamp of Rs. 25 (Twenty-Five Only) are invited by the Meghalaya Energy Corporation Limited vide this RFP to engage eligible manpower service provider to provide the required technical/administrative manpower to Meghalaya Energy Corporation Limited and its subsidiary companies on out sourcing basis for a period of 12 months.

Sh. Richard Yanthan, IAS,
Director Corporate Affairs
Meghalaya Energy Corporation Limited

#### Definitions

In this bid document (including all the appendices), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them:

- 1.1 "Addendum" shall mean any other document issued to the bidders in addition to the bid document by the MeECL in this context of the bidding process.
- 1.2 "Agency/Service Provider/Contractor" shall mean the successful bidder who has received the Letter of Award and signed the agreement with the MeECL to execute the Contract.
- 1.3 "Award of Contract" shall mean the issue of the Letter of Award.
- 1.4 "Bid/Tender" shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid documents.
- 1.5 "Bidder" shall mean the firm/entity who submits a proposal against this RFP.
- 1.6 "Bid documents" shall mean all the documents issued to the bidder to procure the services.
- 1.7 "BG" shall mean Bank Guarantee.
- 1.8 "Business" shall mean administrative or technical work relating to distribution/transmission/generation business.
- 1.9 "Commencement period" shall mean the period of 30 days from the date of signing of Contract.
- 1.10 "Contract" means the Contract Agreement entered into between the MeECL and the Agency, together with the Contract Documents referred to therein; all such documents shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.
- 1.11 "Contract value" shall mean the Original contract value, as adjusted after giving effect of (i) price escalation (as per the statutory provisions), and (ii) changes in statutory taxes which is to be compensated by MeECL as per the contractual provisions (if any).



- 1.12 "Effective date of contract" shall mean the date of signing of Contract.
- 1.13 "EMD" shall mean Earnest Money Deposit.
- 1.14 "Controlling Officer" shall be the officer under whose office the Manpower is deployed.
- 1.15 "Instruction" shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the MeECL from time to time during the Contract Period
- 1.16 Manpower" shall mean the human resources deployed by the successful bidder under the contract irrespective of gender.
- 1.17 "Month" shall mean calendar month.
- 1.18 "Notice in Writing" or "Written Notice" shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/ Email (Email address) to the last known private or business address or registered office of the addresses and shall be deemed to have been received when in ordinary course of post, it would have been delivered.
- 1.19 "Similar contracts/ work" shall mean work completed/ ongoing by the bidder involving supply/ outsourcing of manpower to Central/State Government Department(s), Authorities and/ or PSU(s) / any other autonomous bodies, Institutions constituted by the State/ Central Government.
- 1.20 "Service Recipient" shall mean the Meghalaya Energy Corporation Limited, Meghalaya Power Distribution Corporation Limited, Meghalaya Power Generation Corporation Limited or Meghalaya Transmission Corporation
  Limited.
- 1.21 "Services" shall mean all the services which the successful bidder is required to provide under the scope of work to the Service Recipient under the Contract.
- 1.22 "Successful bidder" shall mean the bidder who has received the letter of empanelment from the Service Recipient to execute the contract.
- 1.23 "Work Order" means written order signed by the Service Recipient after the successful bidder has acknowledged the LOA. This along with LOA, Specification (RFP) Document and the bidder's response to RFP shall constitute Part of the Contract.



- 1.24 "Work" shall mean services to be provided by the Agency under the "Work Order" or Contract"
- 1.25 "WC" means Workmen Compensation Policy as per the "The Workmen Compensation Act, 1923" which is now superseded by "The Employee's Compensation Act, 2010"



# Timelines for the Bid

Particular/Activity	Date
Availability of Tender Document on the Website of the Meghalaya Energy Corporation Limited.	02.04.2025
Submission of Pre-Bid Queries/ Clarification	09.04.2025
Pre-Bid Meeting	11.04.2025
Last Date of Submission of Bids	24.04.2025 (3 PM)
Opening of Technical Bid	24.04.2025 (4 PM)
Technical Presentation	To be intimated later
Opening of Financial Bid	To be intimated later
Issuance of Letter of Award	To be intimated later
Signing of Contract	To be intimated later



#### Instructions to the Bidder

#### 1. Background

Meghalaya Energy Corporation Limited is having three subsidiaries viz., Meghalaya Power Distribution Corporation Limited, Meghalaya Power Transmission Corporation Limited and Meghalaya Power Generation Corporation Limited which are involved in the business of power distribution, transmission and generation respectively. Need has been felt to hire the outsourcing manpower for various administrative/technical works for the MeECL and its three subsidiaries. Accordingly, Meghalaya Energy Corporation Limited is floating this tender to invite quotation from the reputed manpower outsourcing agencies to provide manpower for the aforesaid purpose.

#### 2. Scope of Work

The contractor shall be required to provide following categories of manpower as and when required by MeECL and its three subsidiaries Company.

Name of Post	Category	Qualification
Electrician	Skilled	Minimum qualification of HSSLC with ITI Certificate having experience of minimum 3 years. The Age limit shall be not less than 21 years upto 37 years. In addition, the lineman will have to obtain a valid License from the Senior Electrical Inspector, Electrical Licensing Board Meghalaya.
Lineman	Skilled	Minimum qualification of HSSLC with ITI Certificate having experience of minimum 3 years. The Age limit shall be not less than 21 years upto 37 years. In addition, the lineman will have to obtain a valid permit from the Senior Electrical Inspector, Electrical Licensing Board Meghalaya.



Name of Post	Category	Qualification
Multi-Tasking Assistant (D.E.O, LDA-cum- Typist DRIVER)	Skilled	<ul> <li>(a) Minimum qualification Graduate with adequate computer knowledge and having work experience of at least 1 year. The Age limit shall be not less than 21 years upto 37 years (for administrative staff post).</li> <li>(b) Minimum qualification of HSSLC having valid LMV driving license and experience of at least three years.</li> </ul>
Multi-Tasking Attendant (Peon, Cleaner, Chowkidar etc.)	Unskilled	SSLC or below. The Age limit shall be not less than 21 years upto 37 years. The Age limit shall be not less than 21 years upto 37 years (for administrative staff post).
Any other	Skilled / Unskilled as per the Notification from Labour Department of Meghalaya Under Minimum Wages Act 1948 and as amended from time to time.	Qualification and experience criteria shall be provided as and when required.

### 3. Eligibility Criteria

3.1. The Bidder must be an Indian registered entity (Proprietorship Firm **OR** Entity established under Companies Act 2013 in India **OR** Partnership Firm Registered Under Indian Partnership Act 1932 **OR** Limited Liability Partnership Firm registered under Limited Liability Partnership Act 2008) having HQ/Branch/Operational office in Meghalaya. The bidder should submit the registration certificate(s)(trading license/ Shops or Establishment/MSME in case of a Proprietorship Firm) along with the Proposal. In case the Trading



license from Meghalaya Autonomous District Council for non-tribal firms is not available at the time of Bidding, the bidder shall be required to submit an undertaking in respect of the same mentioning that the same shall be acquired within a period of 30 days from the date of issuance of Letter of Award (LOA), if contract is awarded to the bidder.

# 3.1.1.Only sole bidder shall be allowed to participate. No consortium/ Joint Venture bid would be accepted under this RFP.

- 3.2. The bidder should have a minimum average annual turnover of Rs. 50 Lakh during the last 3 financial years i.e., 2021-22, 2022-23 and 2023-24. The bidder should submit a certificate from the Chartered Accountant in this regard duly supported with the Audited Annual Accounts for the aforesaid 3 financial years along with the technical bid.
- 3.3. Service provider will give highest preference to the locals of the State of Meghalaya. Only in case the required criteria are not met by the local candidates, recruitment can be done from outside the state. In such case the service provider will obtain written approval from the Service Receiver.
- 3.4. The bidder shall submit the documentary evidence of the mandatory registrations under the following:
  - 3.4.1. GST Act
  - 3.4.2. EPF Act
  - 3.4.3. ESIC Act
  - 3.4.4. Contract Labour (Regulation and Abolition) Act 1970
- 3.5. The bidder should have executed minimum 5 similar contracts in the last 3 financial years (FY 2022-23, FY 2023-24 & FY 2024-25) with minimum duration of individual contract being not less than 1 year. The bidder should submit the copies of work order/ agreement/ completion certificate along with the technical bid.
- 3.6. The bidder should have executed at least one contract of similar nature of annual value of more than equal to Rs. 15 lakhs in last 3 financial years (FY 2022-23, FY 2023-24 & FY 2024-25). The bidder should submit the copies of work order/ agreement/ completion certificate along with the technical bid.



- 3.7. The bidder should not be blacklisted/ debarred by the client or any government or semi-government organization, PSU, Urban Local bodies. The bidder shall submit an undertaking/ declaration that they have not been blacklisted by any such entity on a Non-Judicial stamp paper of Rs. 100 duly notarized by appropriate authority.
- 3.8. The proposal submitted by the parties which satisfy the above eligibility criteria shall be considered for further evaluation.

#### 4. Earnest Money Deposit

- 4.1. The Bidder should submit Earnest Money deposit of Rs. 1,00,000/- (One Lakh Only) along with the Technical Bid through demand draft from Nationalised bank in favour of **Principal Account, Meghalaya Energy Corporation Limited (MeECL)** payable at Shillong, Meghalaya.
- 4.2. The EMD of the bidders except for the selected bidder shall be refunded within 60 days of award of contract.
- 4.3. In case of Successful bidder, the EMD shall be refunded post signing of contract and submission of PBG as mentioned in this RFP document.

#### 5. Submission of Proposal

5.1. Eligible bidders may submit physical copy of their bids/ proposal with Earnest Money Deposit and documents as mentioned in the RFP to the following address:

**Envelope shall be superscribed as:** Request for Proposal (RFP) for Selection of Agency for Providing Technical/Administrative Manpower for Meghalaya Energy Corporation Limited and Its Subsidiary Companies

Office of Director Corporate Affairs

Meghalaya Energy Corporation Limited,

Lumjingshai, Short Round Road,

Shillong -793001



5.2. The proposal must be submitted in two separate sealed envelopes:

#### 5.2.1.Part A- Technical Bid

The technical bid shall contain the documents as per the following checklist:

S.No.	Requirement/Criteria	Pg. no. in the proposal
1.	Bid Covering Letter	
2.	Earnest Money Deposit	
3.	Power of Attorney in the name of the person signing the bid duly notarized by appropriate authority	
4.	Entity registration certificate/ Trading License/MSME/ Shops & Establishment Act Registration as per Eligibility criteria 3.1	
5.	Documentary evidence of having an office in Meghalaya as per Eligibility criteria 3.1	
6.	Copy of valid license <b>OR</b> Undertaking, whichever is applicable as per Eligibility criteria 3.1 (as per <b>Format B</b> )	
7.	Chartered Accountant Certificate for Turnover as per Eligibility criteria 3.2	
8.	A valid copy of the following certificates as per the Eligibility criteria 3.4:  • GST Act  • EPF Act  • ESIC Act  • Contract Labour (Regulation and Abolition)  Act 1970	
9.	Copies of work order/ agreement/ completion certificate as per the Eligibility criteria 3.5	
10.	Copies of work order/ agreement/ completion certificate as per the Eligibility criteria 3.6	
11.	An undertaking/ declaration as per the Eligibility criteria 3.7 (as per <b>Format C</b> )	
12.	Undertaking for bid validity upto 180 days from the date of submission of the bid and no-deviation from criteria under RFP (as per Format D)	

#### 5.2.2.Part B- Financial Bid



The financial bid must be submitted as per Format A annexed to the RFP.

- 5.3. The bidder should ensure that there is no alteration in the bid like overwriting, erasing, cutting etc.
- 5.4. The interested parties may attend the pre-bid meeting as per the scheduled date and time through virtual or physical mode.

#### 6. Non-Responsive Bids

- 6.1. In case where the bidder has not submitted the documents as required in the RFP, Meghalaya Energy Corporation Limited may, at its own discretion, mark the bid as non-responsive and the bid shall be summarily rejected.
- 6.2. In case the bidder does not responds to the queries/ clarifications, if any from the Meghalaya Energy Corporation Limited, the bid shall be considered as non-responsive and in such case the bid shall not be considered for further evaluation.

#### 7. Evaluation Criteria

- 7.1. In the first stage, the technical proposal shall be evaluated on the basis of bidder's fulfillment of **Eligibility Criteria** as mentioned in this bid document. Only those bidders shall be evaluated for the technical criteria who qualify as per the **Eligibility Criteria** as mentioned in this bid document.
- 7.2. Technical Evaluation shall be done as below:

SI.No.	Criteria	Score (Max.)	Document's Required		Evaluation
1,	Overall experience in Outsourcing of Manpower across all Sectors including public Sector.	20	Work order(s) OR Agreement OR Completion certificate	**	More than 2 Years to upto 5 Years: 10 Marks More than 5 Years to upto 10 Years: 15 Marks. More than 10 Years: 20 Marks
2.	Experience of "similar work" in the state of Meghalaya	15	Work order(s)	•	1 project: 5 Marks



Sl.No.	Criteria	Score (Max.)	Document's Required	Evaluation
			OR Agreement OR Completion certificate	<ul> <li>2 projects: 10</li> <li>Marks</li> <li>3 or more</li> <li>projects: 15</li> <li>Marks</li> </ul>
3.	Experience of "similar work" with value more than Rs. 15 Lakhs in last 5 financial years (FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & FY 2024-25)	20	Work order(s) OR Agreement OR Completion certificate	<ul> <li>2 projects: 10     Marks</li> <li>3 - 4 projects:     15 Marks</li> <li>More than 4     projects: 20     Marks</li> </ul>
4.	Annual Average Turnover (from Outsourcing of Manpower) of Last 3 Financial Years (FY 2021-22, FY 2022- 23 & FY 2023-24)	15	Certificate from Chartered Accountant supported by Audited Accounts	<ul> <li>Upto 80 Lakhs: 10 Marks</li> <li>More than 80 Lakhs and upto 1 Crore: 12 Marks</li> <li>More than 1 Crore: 15 Marks</li> </ul>
5.	Presentation	30	Presentation	<ul> <li>Organization         Profile         Presentation on previous similar experience         Quality of documentation     </li> </ul>
	Total	100		

- 7.3. The bidders scoring **60 marks** or more in the Technical Evaluation criteria shall be considered as Technically qualified. The bidders whose technical score is less than 60 will not be considered for further evaluation.
- 7.4. Financial Evaluation: The financial evaluation of the proposal submitted in the format provided in the RFP shall be evaluated only for the technically qualified bidders in terms of the service charges expressed in percentage only (in absolute number).
- 7.5. In case of any bidder quotes abnormally low service charge (Financial Bid), the agency is liable to get disqualified.



- 7.6. The bids will be evaluated on Quality and Cost Based Selection method (QCBS) basis with 80% weightage on technical score and 20% weightage on financial score. Calculation shall be done as follows:
- 7.7. For the purpose of evaluation, the scores shall be calculated as below:
  - 7.7.1. Financial score shall be calculated as:

    Financial score = 100 \* (Financial proposal of lowest bidder / financial proposal of bidder under consideration)
  - 7.7.2. Composite score shall be calculated as:

    Composite score = (Technical score x 0.80) + (Financial score x 0.20)

    Note: Technical score is the technical marks scored by the bidder as per the technical evaluation criteria.
- 7.8. The bidder whose Composite score is highest shall be considered as H1 bidder for signing of contract. The Bidder with the second highest composite score shall be considered as H2 bidder and so on.
- 7.9. If the H1 bidder fails to sign the contract, an offer will be given to the H2 bidder, submit the PBG, sign the contract and become the new Service Provider. In such case, the EMD and/ or the PBG of the H1 service provider is liable to be forfeited by MeECL.
- 7.10. In case there are two bidders with the same composite score, the bidder having the highest technical score shall be considered as the H1 bidder.

#### 8. Terms and Conditions of the Contract.

#### 8.1. General

8.1.1. The period of Contract under the scope of work shall be 12 months from the date of placement of LOI/LOA which can further be extended in two tranches of one year each on mutual consent between both the parties and same rates, terms and conditions, as specified in bid documents, Based on the performance of the contractor. However, the MeECL may terminate the contract by giving 60 days' prior notice without assigning any reason.



- 8.1.2. The Selected Bidder shall submit the Performance Bank Guarantee of Rs.
  5,00,000/- (Rupees Five Lakhs Only) within 15 days of issuance of LOI/ LOA.
- 8.1.3. The selected bidder shall, within 15 days of the receipt of the directions from the Meghalaya Energy Corporation Limited, shall depute the required manpower at the desired location.
- 8.1.4. The manpower shall strictly adhere to the working hours/ policies of MeECL and shall mark regular attendance while entering the office and leaving the office. The same shall be verified by the Controlling Officer on monthly basis.
- 8.1.5. The Selected Bidder shall be in obligation to pay the wages before 7th of every month to its deployed personnel equal to the minimum wages to the skilled personnel as applicable (as per the classification equivalent to the monthly/daily wages determined by the applicable (as per the classification equivalent to the monthly/daily wages determined by the Labour Commissioner, Govt. of Meghalaya under Minimum Wages Act. 1948 or latest amendment thereof) through bank transfer only in the account of deployed personnel. In this connection, the order issued by Government of Meghalaya revising the wages from time to time shall be binding on the contractor from the effective date mentioned in such notification.
- 8.1.6. The Selected Bidder shall discharge its liability for the deployed Labour in respect of Employees Provident Fund under The Employee" Provident Funds and Miscellaneous Provision Act, 1952
- 8.1.7. The Selected Bidder shall discharge/bear its liability for the deployed Labour in respect of Employees State Insurance corporation (ESIC) under the Employee's State Insurance Act, 1948, and in case where ESIC is not applicable in a particular area then the contractor will get insured the deployed manpower under Workmen Compensation Insurance Policy from any of the PSU" s.
- 8.1.8. The Selected Bidder shall be liable to give work off/holidays to the deployed manpower as per the Contract Labour (Rules and Abolition) Act,



- 1970 or latest amendments thereof and shall also be liable to provide the substitute manpower for such periods.
- 8.1.9. The Service provider shall have to provide Photo Identity Card for every deployed manpower for production of the same as and when asked by the officer-in-charge.

#### 8.2. Billing and Payment

- 8.2.1. The bidder shall raise the bill by 7<sup>th</sup> of every month in arrears along with the attendance sheet. The bill shall be submitted to the concerned Controlling Officer along with all the required documents.
- 8.2.2. The Controlling Officer shall verify the bill and shall approve the same and send it to the accounts for the payment along with the performance report of the manpower deputed by clearly specifying the work performed as satisfactory or below expectation.
- 8.2.3. The payment shall be made within 45 days of the presentation of bill complete in all respect.
- 8.2.4. If any manpower is not found to be suitable for any position due to absence, unruly behaviour or conduct, non-performance, the agency must replace the same within 15 days of issuance of notice by the controlling officer.
- 8.2.5. In case it is found that the manpower deputed by the bidder was not present on certain days and no replacement was provided against the same, the payment shall be deducted on pro-rata basis.
- 8.2.6. Further, in case the performance of the resource is below expectation there would be a deduction of 5% of those particular resource(s) from the monthly bill in case of first month. The deduction would increase by 1% for every subsequent month.

#### 8.3. Penalty

8.3.1. The penalty of the 5% of the contract value shall be imposed in case the bidder is not able to provide the requisite manpower within the stipulated timelines at 8.1.3 above.



- 8.3.2. Penalty shall be a maximum of 20% of the contract value.
- 8.3.3. In case the Penalty breached the maximum capped amount, MeECL reserves the right to terminate the contract and/ or forfeit the PBG submitted by the successful bidder.

#### 8.4. Termination

8.4.1. In case the bidder's performance is not upto the mark or there have been multiple defaults in terms of the timelines, resource deployment, or providing substitute of the manpower deployed in case of absence, the contract shall be terminated. Further, in case of termination, the cost of the work incurred in getting the work done from other contractor shall be recovered from the bidder.

#### 8.5. Changes in Manpower Requirement

8.5.1. The Service Provider must deploy the requisite number of manpower as and when required and notified by Controlling Officer (of concerned Circle/Division). The Service Recipient reserves its right to increase or decrease the manpower requirement numbers during the period of the contract as per the job requirement and service provider must abide by the same without any fail/objections. The change in manpower requirement shall be within the variation limit, mentioned in the specification i.e. (-50/+100%).

#### 9. Dispute Resolution/ Legal Jurisdiction

9.1. Amicable Settlement: Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second sub-clause of Dispute Resolution/ Legal Jurisdiction shall become applicable.



9.2. In case Amicable Settlement cannot be reached between the parties within the stipulated time, the matter shall be referred to the Commercial court at Shillong for adjudication thereof.

#### 10. Force Majeure

- 10.1. The PBG of the Service Provider shall not be forfeited or the contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
  - For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires due to natural causes, floods, epidemics, and quarantine restrictions.
- 10.2. If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 11. Amendment to the Bid Document

- 11.1. At any time prior to the deadline for submission of the bid or extended date, if deemed necessary, the MeECL reserves the right to add/modify/delete any portion of bid document by issue of an amendment/addendum, which will be sent to all such bidders, who have indicated their intention to bid. The MeECL will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the bidder. The MeECL shall assume that the information contained therein will have been taken into account by the bidder in its bid.
- 11.2. The amendment(s) to bid documents shall be binding on all bidders.
- 11.3. In a scenario where the interested bidder has already submitted its bid post which the MeECL issues an addendum/amendment to this bid



document then such bidders shall be allowed to submit addendum to the already submitted bid.



# Format A- Pro-Forma for Submission of Financial Bid (In a separate envelope)

S	Category	Rate per Day	EPF@13%	ESI	Service
No.			of Ceiling	@3.25%	Charges
			Limit	of Total	(%)
				Charges	
1.	Skilled/	As per the	As per	As per	To be
	Unskilled	Notification	Regulatory	Regulatory	quoted by
	Manpower	from Labour	Provisions	Provisions	Bidder as
		Department of	under EPF	Under ESIC	percentage
		Meghalaya	Act	Act	of total
		Under Minimum			Charges.
		Wages Act 1948			
		and as amended			
		from time to			
		time.			



#### Format-B

[Letterhead of the Bidder]

Date: [Date]

To:

The Director(Corporate Affairs)

Meghalaya Energy Corporation Limited,

Lumjingshai, Short Round Road, Shillong, Megalaya - 793001.

Subject: Undertaking for Trade License at a Later Date

Dear Sir/Madam,

This letter serves as an undertaking that I/We, [Your Name/Business Name], will obtain the necessary trade license from Meghalaya Autonomous District Council for our business, [Business Name/Type], operating at [Business Address] in Shillong, Meghalaya, within 30 days from the date of Issuance of Letter of Award(LOA)

I/We understand that operating a business without a valid trade license is a violation of the relevant regulations and am/are committed to complying with all applicable laws and procedures.

I/We also understand that failure to obtain the trade license within the specified timeframe may result in non-eligibility to operate in Meghalaya.

I/We hereby undertake to provide the necessary documents and information required for the trade license application process as soon as possible.

Thank you for your attention to this matter.

Yours faithfully,

(Signature, date & seal of authorized signatory of the bidder)



Format- C

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION
To,
The Director(Corporate Affairs)
Meghalaya Energy Corporation Limited,
Lumjingshai, Short Round Road, Shillong, Megalaya – 793001.
Sir,
Sub: Declaration of Non-Blacklisting.
RFP Reference No.:
Dear Sir,
With reference to the abovementioned RFP No:dated_, I/We/ M/s do hereby declare that I/We / M/s Is/ are presently not placed on any Blacklist or Holiday list by any department of any state or central government body or organization, or by any PSU's, or by an autonomous body governed by state or central government for any kind of fraudulent practice(s)/activity(s).
It is understood that, If this declaration is found to be incorrect, then without prejudice to any other action that may be taken, and the tender, if any to the extent accepted, may be canceled.
Dated this day of
Authorised Signatory
( Seal & date)
20   Page

#### Format- D

[Letterhead of the Bidder]

Date: [Date]

To:

The Director(Corporate Affairs)

Meghalaya Energy Corporation Limited,

Lumjingshai, Short Round Road, Shillong, Megalaya - 793001.

Sir,

**Sub:** Undertaking Regarding Bid Validity Period and No deviation [RFP Number.......]

Dear Sir,

With reference to our bid submitted against your RFP No. [.........], dated [Date of Tender], I/ we, [Name of the Bidder], hereby undertake the following:

#### 1. Bid Validity:

We understand that our bid is valid for a period of 180 days from the date of bid opening as specified in the tender document.

#### 2. No Withdrawal/Modification:

We agree that during the bid validity period, we will not withdraw or modify our bid in any manner whatsoever.

#### 3. Penalties:

We are aware that if we withdraw or modify our bid during the bid validity period, the Meghalaya Energy Corporation Limited is entitled to forfeit our bid security/earnest money deposit and/or take any other action as stipulated in the tender document.

4. **No-Deviation:** This is to confirm/ undertake that I/ we/ M/s ...... have not changed/ modified the tender documents as appeared in the website/ issued by you and in case



of such observance at any stage, it shall be treated as null and void.

I/ We hereby confirm/ undertake that I/ we have not taken any deviation from tender clauses together with other references as enumerated in the above referred RFP. I/ We hereby confirm our unqualified acceptance to all terms & conditions.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null &void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

#### 5. Acceptance of Terms:

I/ We further confirm that we have read, understood, and accepted all the terms and conditions of the tender document, including those related to bid validity and penalties for non-compliance.

Yours faithfully,

Authorised Signatory

( Seal & date)

