

EPC Execution of Civil and HM works of Heo H. E.
Project (240 MW) in Shi Yomi district, Arunachal
Pradesh



ISO: 9001, 14001,
& 45001

Bid Document
Vol-I, Part-2: Instruction to Bidders

Vol-I, Part-2: Instruction to Bidders (Revised)

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INSTRUCTION TO BIDDERS

A GENERAL

1.1 SCOPE OF BID:

- 1.1.1 North Eastern Electric Power Corporation Limited (hereafter referred as NEEPCO or Employer), invites online electronic bids from prospective bidders through International Competitive Bidding (ICB) for “Engineering, Procurement, Construction and Commissioning of Civil, Hydromechanical Works and specified permanent Project Roads for Heo Hydro Electric Project (240 MW) in Shi Yomi District, Arunachal Pradesh”, as described in this Bid Document., hereinafter referred to as the “Works”. The electronic bids shall be submitted online through <https://etenders.gov.in>.
- 1.1.2 The successful bidder shall complete the Works in all respect within the Time for Completion, as specified under Detail Notice Inviting Bids (DNIB).
- 1.1.3 Submission of bids shall not automatically construe qualification for evaluation. NEEPCO reserves the right to reject any or all bids, or to annul the bidding process and reject all the bids for any justified and genuine grounds including national defence and security considerations without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the ground for the action of NEEPCO. However, the bidder(s), who wish to seek reason for such decision of cancellation/rejection, shall be informed of the same by NEEPCO unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interests of the state, relation with foreign State or lead to incitement of an offence.

1.2 PROJECT INFORMATION:

Information regarding the Project, as conceived in the DPR such as salient features, major Components and their location, approach to the Site, Hydrological, Geological and Meteorological conditions etc. are provided in the ‘Project Profile’ under Volume-II of Bid Document. The DPR of the Project was prepared in 2015. The bidders are required to review these details alongwith collection of any other information that the bidders find necessary to satisfy themselves before submitting the bids. The fixed project parameters as mentioned under Employer’s Requirements (Vol-IV of Bid document) are to be adhered to while submitting the bidder’s proposal.

1.3 SOURCE OF FUNDS

The Project as sanctioned by the Govt. of India will be funded with a debt-equity ratio of 70:30 whereby the debt portion is to be funded through commercial loans/ bonds and the

equity portion will be funded with equity support from NTPC and/ or internal resources of NEEPCO. As per provision of the MoA signed for the project with the Govt. of Arunachal Pradesh, the state Govt. at its discretion shall invest up to 26% of total equity in the project.

2 ELIGIBLE BIDDERS:

(A) Eligible Bidders

This invitation to bid is open to any bidder (including all members of a Joint-Venture/Consortium), who satisfies the Qualifying Requirements indicated in para 6 of Detail NIB, subject to the following:

- a) A bidder's participation is not barred by any sanction issued by the UN Security Council.
- b) A bidder is not affiliated with a firm or entity that has provided consulting services for preparation of the design or technical specifications related to the Works to Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or that has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract.
- c) Participation is not allowed, if the bidder is legally barred from the procurement process in India on any grounds including previous violations of regulations on fraud and/or corruption.
- d) Bidders shall provide such evidence of their continued eligibility during evaluation period satisfactory to the Employer, as the Employer shall reasonably request.
- e) Participation is not allowed for those Bidders or Sub-Consultants to be contracted for considerable portions of the Contract or Enterprises, economically intertwined with the Employer in India and/or State Controlled Enterprises that are not legally and financially independent /autonomous.

A Declaration to this effect (Sl. 2(A) a, b, c, d and e above) under Form-K, Vol-V (Tender Forms and Data Sheets) of Bid Document shall be submitted by the bidders.

(B) Disqualification/Ineligibility of Bidders:

Even though the bidders meet the above qualifications/qualifying criteria, they are subject to be disqualified if they either directly in its own name or indirectly in any other name in carrying out of its business have:

- (a) been convicted by any Investigating Agencies of Central/State Government or convicted under any criminal, fraud, corruption cases against them in a court of law as on the last date for submission of bids;

- (b) been involved in the corrupt or fraudulent or collusive or coercive practices as defined in Clause 25(ii) hereof; and/or
- (c) made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- (d) been either declared ineligible/ blacklisted /terminated/ debarred from qualification, participating or bidding in/award of tenders/ projects/ works/ bids, nor have had any record of poor performance/ poor workmanship/ defaults/ failure in execution of awarded works, discharge any obligations or abandonment of any works/contracts awarded by NEEPCO or the Ministry of Power, Govt. of India, during last 5(five) years as on the latest date of submission of bids.

A Declaration to this effect (Clause 2(B) a, b, c, d above) under Form-L, Vol-V (Tender Forms and Data Sheets) of Bid Document shall be submitted by the bidders.

3 INFORMATION TO BE INCLUDED IN THE BID:

- (i) Bidders shall, as part of their bid, submit a written Power of Attorney, authorizing the signatory of the bid to commit on behalf of the bidder.
- (ii) Bidders shall submit the supporting documents duly authenticated as evidence of Qualifying Requirements as given in para 6 of the Detail Notice Inviting Bids (DNIB).
- (iii) Bids submitted by a Joint-Venture/Consortium shall comply with the following requirements:
 - a) The bid shall include all the information listed in the aforesaid sub-Clauses.
 - b) In case of a successful bid, the Contract Agreement shall be signed by all the partners so as to be legally binding on the partners of the Joint-Venture/Consortium.
 - c) One of the partners shall be nominated as Lead Partner, and this authorisation shall be evidenced by submitting a Power of Attorney signed by the legally authorised signatories of all the partners of the Joint Venture/ Consortium.
 - d) All discussions, bid clarifications and negotiations, if any, during pre-award stage shall be done with the lead partner along with other partners.
 - e) The Lead Partner shall be authorised to incur liabilities including payment of Bid fee, receive instruction, signing and submission of bid. All payments shall be made in the name of the Joint Venture/ Consortium.
 - f) Each partner of the Joint Venture/ Consortium shall be responsible for execution of that item of work for which they claim to have specific construction experience including other works within the scope of contract.
 - g) All Partners of the Joint-Venture/Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a

statement to this effect shall be included duly authorized by Joint-Venture/Consortium partners in the bid and in the Contract Agreement (in case of a successful bid).

- h) A copy of the Agreement entered into by the Joint-Venture/Consortium partners (as per format **Form-E** included in Vol-V of the Bid Document in line with relevant Clause of Detail NIB) shall be submitted with the bid.
- (iv) Any firm/Company participating as partner to one Joint-Venture/Consortium is not allowed to participate as a partner of any other Joint-Venture/Consortium. If any firm/Company participates in more than one Joint-Venture/Consortium, bids of all such Joint-Ventures/Consortia will be declared non-responsive. However, sub-contractors can participate in more than one bid but as sub-contractors only. A firm/Company participating in a Consortium as a partner cannot participate as a sub-contractor of another bidder.
- (v) JV/Consortium shall be allowed to propose/engage sub-contractor for HM Works. The JV/Consortium may engage subcontractors for Dam, pressure shaft, tunnel and /or Power House work. The sub-contractors are allowed to participate in more than one JV/Consortium but only in that capacity. JV/Consortium shall be allowed to propose/engage sub-contractor for Planning, Design and Engineering works. The Planning, Design & Engineering contractor/firm shall be allowed to participate in more than one JV/Consortium.
- (vi) If a contractor/firm has been qualified for HM Works as Consortium partner on the strength of his proposed Manufacturer(s), the said Manufacturer(s) shall be required to execute a Joint Deed of Undertaking in favour of the Employer with the Contractor/firm for joint & several responsibilities and submit the same along with Bid. The said Manufacturers shall also be required to submit an additional performance guarantee equivalent to 1% of value of the sublet work as identified in the Contract, in accordance with the stipulations on performance guarantee. The proforma of the Joint Deed Undertaking is given in **Form-H** included in Vol-V of Bid Document.
- (vii) If a contractor/firm has been qualified for any of the works as a Sub-contractor/Sub Consultant of one of the Consortium partners, he shall be required to execute a Joint Deed Undertaking with the Consortium partner for joint & several responsibilities and submit alongwith the technical bids. The said sub-contractor/ firm shall also be required to submit an additional performance guarantee equivalent to 1% of value of the sublet work as identified in the Contract in his independent name, in accordance with the stipulations on performance guarantee. The Proforma of the Joint Deed Undertaking is given in **Form-H** included in Vol-V of Bid Document.
- (viii) Bids by Merged/Acquired/Subsidiary company shall comply with the following minimum requirements:

- a) Commitment by the parent/holding company to sign a separate agreement with the Employer (as per format given in **Form-G** included in Tender Forms and Data Sheets, Vol-V of Bid Document) confirming full support for the technical and financial requirements of the Subsidiary Company and commit to take up the Works itself in case of non-performance by the Subsidiary Company in the event of award of the Works to the Subsidiary Company.
 - b) Parent/Holding company shall submit an undertaking alongwith the bid (as per format contained in **Form-F** included in Tender Forms and Data Sheets, Vol-V of Bid Document) that in case bidder (Subsidiary company) gets qualified and awarded the work package on the strength of Parent/Holding company, Parent/Holding company shall furnish an additional performance bank guarantee of value equivalent to 1% (one percent) of the Accepted Contract Amount, in addition to normal Performance Security to be submitted by the successful bidder (as Contractor) to the Employer besides entering into a separate Agreement (as per **Form-G** included in Tender Forms and Data Sheets, Vol-V of Bid Document).
- (ix) Bids by associating sub-contractor(s):
- In case the bidder submits his bid associating sub-contractor(s) then:
- a) The bidders and his sub-contractor(s) shall submit separate undertaking (as per Format given in **Form-I** included in Vol-V of Bid Document) that the bidder/sub-contractor(s) shall be responsible for execution of that item of work for which they claim to have specific work experience.
 - b) Sub-contractor(s) shall submit Performance Security equivalent to 1% (one percent) of value of portion of Works sublet/sub-contracted. This performance bank guarantee shall be in addition to the Performance Security submitted by the successful bidder under the Contract.
 - c) The bidder and his sub-contractor(s) shall submit separate Joint Deed of Undertaking (JDU) and undertaking by the Sub-contractor(s) as per Format given in **Form-H** included in Vol-V of Bid Document.
- (x) Bidders shall submit Data Sheets as required in the Tender Forms and Data Sheets, including, but not limited to, proposals of construction methods, Contractor's Equipment, personnel, construction schedule, and any other information in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the work specifications and the completion of Works within Time for Completion referred to in the relevant clauses of the Bid Document.
- (xi) Bidders shall be registered under the Employee's Provident Fund (EPF) and MP Act '52 and schemes thereunder and shall specify its independent Code Number at the time of

submission of bid. In the event the bidder is liable under the said Act but is not a registered establishment, the said bidder shall obtain Code Number/Sub-Code Number as per the prescribed law. The Employer shall not make any payment under the Contract in case the Contractor fails to comply with the provision of the said Act.

- (xii) **PURCHASE PREFERENCE for Class-I local supplier as per Public Procurement (Preference to Make in India), Order 2017 issued vide Order No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19-07-2024 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT), Government of India, read in conjunction with Order No. A-1/ 2021- FSC-Part(5) Dated 16-11-2021 of Ministry of Power, Government of India:**

- I. In terms of Public Procurement (Preference to Make in India), Order 2017 issued vide Order No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19-07-2024 of Ministry of Commerce and Industry, DPIIT, Government of India and considering the tendered work as indivisible, following purchase preference to Class-I local supplier shall be applicable:
 - i. Among all qualified bids the lowest bid will be termed as L1. If L1 is from a Class I local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference (i.e. within 20% of L1 price) and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference (i.e. within 20% of L1 price) shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- II. Class-II local supplier will not get purchase preference.
- III. In respect of documents required to be provided for verification of local content, following stipulations shall prevail:
 - a) The Class-I local supplier/ Class-II local supplier, along with their Techno-Commercial Bids, shall be required to indicate percentage of local content and provide self- certification as given below that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case

may be and shall also give details of the location(s) at which the local value addition is made.

*I/We(Name of the Bidder) undertake that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier (strike out whichever is not applicable for the bidder) for claiming purchase preference as per the Public Procurement (Preference to Make in India) Order 2017 (latest revision dated **19-07-2024**) of DPIIT, Government of India against the NIB No.....Dated..... The details of the location(s) at which the value addition is made are given below:*

1

2

(Signature of the Bidder)

- b) In case of procurement for a value in excess of Rs. 10 crores, Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) Self-declarations/ auditor's/ accountant's certificates submitted by the supplier may be verified randomly and in the case of complaints by the committee constituted as per Order Dated 16-11-2021 of Ministry of Power, Government of India.
- d) False declarations shall be liable for debarment of the concerned local supplier.
- e) A supplier who has been debarred by any procuring entity for violation of Public Procurement (Preference to Make in India), Order 2017 shall not be eligible for preference under Public Procurement (Preference to Make in India), Order 2017 for procurement by any procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

IV. DEFINITIONS APPLICABILITY FOR PURCHASE PREFERENCE ON PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017: **"Local Content"** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under this Order.

“Non-local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under this Order.

“Margin of Purchase Preference” means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. **The margin of purchase preference shall be 20%.**

(xiii) In terms of Order (Public Procurement No. 4) dated 23-02-2023 issued vide No. F.7/10/2021-PPD(1) by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India (on the subject “Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017) and its subsequent clarifications thereof, the following stipulations, inter-alia, shall prevail:

(I) Certificate regarding Compliance: The bidders shall submit the following Certificate regarding their compliance with this Order along with their Techno-Commercial Bids. If such certificate given by a bidder whose bid has been accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

‘I/We(Name of the Bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries as given in Order (Public Procurement No. 4) dated 23.02.2023 vide No. F.7/10/2021-PPD(1) issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India . I/We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

(Signature of the Bidder)’

(II) The definition of ‘Bidder (or entity) from a country which shares a land border with India”, Competent Authority and Procedure for Registration, validity of registration

etc. for the purpose of this Order shall be as per the said Order (Public Procurement No. 4) dated 23.02.2023 and subsequent clarifications thereof.

- (xiv) The above requirements are minimum and the Employer reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder if, in the opinion of Employer, the qualification data furnished by the bidder is incomplete or the bidder is found to be not qualified to satisfactorily perform the Works.
- (xv) In case any of the information furnished by the bidder is found to be false/mis represented in the bidding process, then the bid will be cancelled with forfeiture of his Bid Security and banning of the concerned bidder for participating in future tenders.
- (xvi) The Employer may reject the bids or impose certain restrictions on the foreign companies participating in any form and their employees in view of the national security, in the Project situated in the sensitive region and border areas. The Employer shall obtain clearance of Govt. of India regarding security implications prior to qualification of such companies. The Employer shall evaluate and determine the optimum number of foreign employees required to be deployed at the works site, being awarded or sub-contracted to foreign companies, keeping in view the requirements of works, location and technical necessities. The number of foreign employee would be kept to the minimum and shall be limited to only technical/supervisory staff. The foreign company shall provide the details of foreign nationals (passports details, job profile/ expertise, location and duration of stay etc.) proposed to be engaged at Site.

4 ONE BID PER BIDDER:

Each Bidder shall submit only one Bid, either individually or as a Partner in a Joint Venture/ Consortium. A bidder who submits or participates in more than one bids, all such bids participated by it will be rejected.

5 COST OF BIDDING:

The bidder shall bear all costs for preparation and submission of bids. The Employer shall, in no case, be responsible or liable for those costs incurred by the bidder, regardless of the conduct or outcome of the bidding process.

6 SITE VISIT AND PRE-BID CONFERENCE:

- i) The bidders, in their own interest and cost, are advised to inspect and examine the Site and its surroundings and satisfy themselves, before submitting their bids, in respect of the site conditions including, but not restricting to, the following which may influence or affect the Works or cost thereof under the Contract:
 - a) Site conditions, including access to the Site.

- b) Requirement and availability of land and other facilities for his enabling works, colonies, stores and workshop etc., ground condition, including those bearing upon transportation, local handling and storage of materials.
 - c) Source and extent of availability of suitable construction materials, including water etc. and labour (skilled and unskilled) required for the Works and Laws and Regulations governing their use and employment.
 - d) Details of taxes, royalties, cess, duties and levies as applicable.
 - e) Geological, meteorological, topographical, hydrological and other general features of the site and its surroundings as are pertaining to and needed for the performance of the Works.
 - f) The limit and extent of surface and sub-surface water to be encountered during the performance of the Works and the requirement of drainage and pumping.
 - g) The type of Contractor's Equipment and facilities needed for transportation, loading, unloading of materials etc. required in the performance of the Works.
 - h) All other information as to the risks, contingencies and other circumstances, which may influence or affect the Works or the cost thereof under the Contract.
 - i) The bidders should note that information, if any, in regard to the Site and local conditions, as contained in these Bid Document, has been given merely to assist the bidders and is not warranted to be complete.
- ii) The bidders should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the Site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, including as aforesaid, on the part of the bidders shall be at their risk and cost and no charges or claims, whatsoever, consequent upon the lack of information or knowledge of understanding shall be entertained or payable by the Employer.
- The costs of visiting the Site shall be at the bidder's own expense. The bidder and/or any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit. The Employer shall not be responsible for any death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- iii) **Pre-bid Conference:**
- All bidders query shall be clarified by the Employer through post/fax/e-mail. Holding of pre-bid conference shall be at the sole discretion of the Employer. And in case the Employer feels it necessary to have a pre-bid conference amongst the bidders, then the same shall be held prior to the submission of bids where the queries received from the bidders will be clarified as set out below:

- a) The purpose of the meeting will be to clarify issues and to answer questions on any matter connected with the bid.
- b) Bidders are requested, as far as possible, to submit any questions in writing or by cable/facsimile/e-mail, to reach the Employer not later than 1 (one) week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause (c).
- c) Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be hosted in the e-tender portal. Any modification of the Bid Document listed in Clause 7 hereof, which may become necessary as a result of the pre-bid meeting, shall be made by the Employer exclusively through the issue of an addendum pursuant to Clause 8 hereof and not through the minutes of the pre-bid meeting.
- d) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

B BID DOCUMENTS

7 CONTENT OF BID DOCUMENT:

The Bid Document shall comprise of the following documents, including Corrigenda/Addenda issued in accordance with Clause-8 hereof:

Volume I	Part-1: Short & Detail Notice Inviting Bids (SNIB & DNIB) Part-2: Instructions to Bidders (ITB), Bidding Data
Volume II A Volume II B	Project Profile Annexure to Project Profile
Volume III	Part-1: General Conditions of Contract (GCC) (FIDIC Conditions of Contract for EPC Turnkey Projects, First Edition 1999, Silver Book), Part-2: Particular Conditions of Contract (PCC), Appendix to Tender Part-3: Contract Forms
Volume IV	Employer's Requirements
Volume V	Tender Forms and Data Sheets
Volume VI	Part-1: Price Schedule Part-2: Schedule of Payment

8 CLARIFICATION OF BID DOCUMENT:

- i) Before opening of bids, the Employer may modify the Bid Document by issuing Addenda/Corrigenda.
- ii) Any Addendum/Corrigendum thus issued shall form integral part of the Bid Document and shall be communicated in writing or by cable/facsimile/e-mail to all bidders.
- iii) The Employer may extend the date of submission and opening of bids by issuing an Addendum/Corrigendum, if required, which shall form part of the Bid Document.
- iv) Bidders may seek clarification, if any on the Bid Document. Such request for clarification/queries shall be submitted online in the e-procurement portal <https://etenders.gov.in> under “Seek Clarifications”, well before the expiry of clarification date & time given in the portal, which is not later than 15 (fifteen) days before the latest date of submission of bids. Additionally, bidders may submit their queries by email to Employer’s email address i.e. contract@neepco.co.in. Query(ies) raised by intending bidder after expiry of clarification date & time, shall not be entertained. If the query of any bidder is not addressed by the Employer for any reason including irrelevant query, it shall be construed that bid conditions relevant to the bid query shall prevail. Clarification to any bid query which does not ask for any change in the bid condition shall not attract necessity of extension of the last date for submission of bids. Further, the mere request for clarification from the bidders shall not be a ground for seeking extension in the deadline for submission of bids. Employer’s response/clarification/reply to such queries (but without identifying the source of inquiry) shall be hoisted in the e-tender portal <https://etenders.gov.in> not later than 7 (seven) days before the latest date of submission of bids.
- v) Any modification of the Bid Document listed in Clause-7 above, which may become necessary and/or required to be incorporated as a result of the Employer’s response to bidder’s queries, shall be made by the Employer exclusively through the issue of an addendum/corrigendum pursuant to Clause-8(i) to 8(iii) above.

C PREPARATION OF BIDS

9 LANGUAGE OF BID:

- a) **Language of Bid:** The bids prepared by bidders and all correspondences and document relating to the bid exchanged by the bidder and the Employer shall be in **English** only. Supporting documents and printed literature that are part of the bid may be in another language, provided they are accompanied by an accurate translation of the relevant passages into the English language and certified by

approved/recognized English translator, in which case, for purposes of interpretation of the bids and for all future purposes, the translation shall govern.

- b) Foreign Bidders, if they have local representatives in India, shall indicate in their bid, the name of such person or firm who will be acting as their representative in India for the purpose of their bid. They shall also state the service facilities which they or their local representatives have in India.
- c) Bids must contain name and places of business of the person or persons making the bid.
- d) Every page of the bid must be signed and sealed by the duly authorised representative of the bidder with his usual signature before scanning and uploading. The names of all persons signing should also be typed or printed below the signature.
- e) Bid(s) by corporation/company/firm must be signed with the legal name of the corporation/company/firm and by the president, Managing Director or by the secretary or other person or persons authorized to bid on behalf of such corporation/company in the matter.
- f) A bid by a person who affixes to his signature the word 'president', 'Managing Director', 'secretary', 'agent' or other designation without disclosing the details concerning the principal on whose authority he is signing the bid is liable to be rejected.
- g) Satisfactory evidence of authority of the person(s) signing on behalf of the bidder shall invariably be furnished with the bid.
- h) The Bidder's name stated on the proposal shall be the exact legal name of the company/firm.
- i) Erasures or other changes in the Bid Document, including the proposal documents, shall be over the initials of the persons signing the bid.

Bids not confirming to the above requirements of signing are liable to be rejected.

9.1 SPECIFIC ISSUES:

- (a) A prospective bidder is expected to examine all instructions, terms & conditions, forms and Employer's Requirements in the Bid Document and fully inform himself as to all the conditions and matters which may in any way affect the Works, his bid or the cost thereof. Further, failure to furnish all information required by the Bid Document or submission of incomplete offers, conditional bids and proposals containing deviations from the Bid Document shall be rejected as non-responsive. It will be imperative for each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Works covered under

Employer's Requirements and these Bid Documents. In their own interest, the foreign Bidders are particularly, requested to familiarize themselves with all the Indian Laws/Regulations affecting their bids. The Employer shall not entertain any request for clarifications from the Bidders, regarding such statutory provisions.

- (b) It would be understood and deemed that such factors have been properly investigated and considered by the bidder while submitting the bids. Employer accepts no liability for the lack of such clear information or its effect on the cost of the Works to the Bidder. No claim whatsoever, therefore, including those for financial adjustment to the Contract awarded under these Documents will be entertained by the Employer and neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Employer.

- 9.2** DPR stage design concept drawings of various components of the Project are enclosed in the Volume-II (Project Profile) which shall be treated as indicative only. The Employer does not guarantee correctness of data/information contained in the Project Profile and attachments thereto. The Bidders are required to review the same and carry out detail design including conducting 3D Physical Hydraulic Model test of Barrage & HRT Intake to support the final design. The bidders are also required to review the Geological & Geotechnical data provided in the Vol-II (Project Profile). The Bidder shall follow all the relevant Bureau of Indian Standard Codes and/or International Standards & practices for detailed design of the Project. The bidders shall be fully responsible for interpretation of data/information contained in the Project Profile and attachments thereto and risks involved for completion of Works as whole shall be deemed to be included in the Bid Price.

Bidder's designs, specifications and technical parameters shall conform to the Employer's Requirements.

It is understood that all Plant and works connected with the normal efficient operation of the Project are covered in the scope, brought out in Bid Documents.

Bidders while assessing their requirement of infrastructure and construction facilities to suit their construction technology and methodology for successful implementation of the Project, should take into account the infrastructure and construction facilities already existing at site and proposed to be handed over to the Contractor on 'as is where is basis', as described in Project Profile, Vol- II of Bid Document.

Thus, while working out their bid price, the bidders are required to take into account entire scope of the work defined in Bid Document, additional infrastructure & construction

facilities, additional investigations and other related activities, for all the partners of the consortium, whatsoever required.

Bidder shall also include in his price bid, cost of construction of infrastructural facilities namely roads & bridges, camps, colonies, offices, stores, cost of construction equipment's, mobilization/ installation thereof, storage areas etc. not included in the Works but required for the completion of the Works as a whole within Time for Completion. Nothing on this account shall be paid by the Employer separately and shall be deemed to have been included in his Bid Price.

10 DOCUMENTS COMPRISING THE BID:

10.1 Techno-Commercial bid (Envelope No. 1):

(i) The bidder shall submit the following documents / information duly filled up along with their bid, failing which the bid shall be treated as incomplete and non-responsive.

- A Bid Form / Letter of Tender.
- B Warranty Form.
- C Bid Security /EMD.
- D Power of Attorney Form.
- E Joint-Venture/Consortium Agreement Form.
- F Undertaking by the Parent /Holding company.
- G Parent/Holding company agreement.
- H Proforma of Joint Deed of Undertaking by the Sub-Contractor and the Bidder/contractor.
- I Undertaking by sub-contractor.
- J Documents for verification of local content, as per Clause 3(xi) (III) hereof.
- K Declaration of Bidder covering Clause 2(A) hereof.
- L Declaration of Bidder covering Clause 2(B) hereof.
- M Certificate regarding Compliance as per Clause 3(xii), hereof.
- N Details in Respect of Local/Indian Agent
- O Data Sheets:
 - 1. Bidder's Information Sheet
 - 2. EQUIPMENT DETAILS to be mobilized
 - 3. Financial Datasheet
 - 4. Proposed Site Organisation
 - 5. Construction Programme
 - 6. An Outline of the Project Components alongwith Drawings
 - 7. Management of Planning, Design and Engineering Works

- 8(A) Construction Methodology for Civil Works
- 8(B) Proposed Fabrication and Erection Procedure for Hydro-Mechanical Works
9. Confirmation of Site Visit and Project Appreciation by bidder.
10. Description of Quality Assurance at the Site.
11. Description of Safety Planning at the Site.
12. Description of Environmental Protection Planning.
- 13(A) Bidder's relevant experience in support of meeting Qualifying Requirements as given in NIB
- 13(B) Existing work commitments (works in hand).
14. Planning for maintenance of Contractor's Equipment required during execution of the works
15. Source of Material
16. Preliminary Design and Drawings for Civil and Hydro-Mechanical Works
17. Technical Data Sheets for HM Plant & Machinery
18. Schedule of Testing Devices and Instruments
19. Details of Manufacturing capacity for HM Works
20. Information regarding items to be manufactured/supplied by sub-suppliers for HM Works and list of such sub-suppliers
21. No Deviation Certificate
22. Additional / Supplemental Information
23. Details of Deployment of Foreign Personnel
24. Company Information for Security Clearance
25. Check-list of documents to be submitted with Techno-Commercial bids.

- P Documents in support of Qualifying Requirements stipulated in DNIB.
- Q Proof of payment made i.e. e-receipt of money paid towards non-refundable bid fee.
- R **INTEGRITY PACT:** Bidders shall compulsorily submit two originals of Integrity Pact (duly signed by authorized signatory who signs the bid) in the format enclosed at **Appendix-A** of this Part, along with the Techno-Commercial Bid. In case of JV/Consortium, each partner of JV/Consortium shall sign Integrity Pact with the Employer. The Bidder shall sign an Integrity Pact with the Sub-contractor(s) on the similar lines as signed by him with the Employer. Bids submitted without this Integrity Pact shall be rejected. The names and other details of the Independent External Monitors are given in relevant Clause of DNIB. One original of the Integrity Pact, duly signed by the Employer, shall be returned to the bidder immediately after opening of the Techno-Commercial Bid. Bidders shall submit the Integrity Pact in accordance with this provision, failing which his bid shall be rejected. *The Integrity*

Pact shall be executed on plain paper at the time of submission of bid and on Non-judicial stamp paper of appropriate value by successful bidder (Contractor) prior to signing of Contract Agreement.

- S All other document/ information required to be submitted by bidder in accordance with Instruction to Bidders, including all supporting documentation, which the bidder wishes to submit as part of his Techno-commercial Bid.
- ii) The above information/ documents as listed under Tender Forms & Data Sheets, Vol-V of Bid Document shall be filled in without exception, subject to extensions thereof in the same format, shall be scanned and uploaded by the bidder on the e-procurement portal only.
 - iii) **No material relating to Price Bid shall be included in the Techno-Commercial Bid.**
 - iv) **Apart from online submission, the following documents are also required to be compulsorily submitted physically by the due date and time of receipt of offline documents, which shall be addressed to the address as mentioned in Clause 12 of Detail NIB, either through registered post or by hand under an envelope superscripted as “Hard Copy of documents against NIB No. 467 Dated 27-11-2024 for “Engineering, Procurement, Construction and Commissioning of Civil, Hydromechanical Works and specified permanent Project Roads for Heo Hydro Electric Project (240 MW) in Shi Yomi District, Arunachal Pradesh”, failing which, the Techno-Commercial Bid shall not be considered for evaluation and hard copy of documents received late shall be returned unopened to the Bidder.**
 - a. **Power of Attorney, on non-judicial stamp paper of requisite value in original, authorizing the signatory of the bid to commit the bidder;**
 - i) In case of a General Power of Attorney, a true copy of the POA shall be duly notarized by Notary Public alongwith a declaration from the Company Secretary of the bidder endorsing the validity of the Power of Attorney.
 - ii) In case of a specific Power of Attorney, the original POA alongwith a copy of the resolution of Board of Directors for the specific appointment.
 - b. **Joint-Venture Agreement duly signed by all partners of the JV on non-judicial stamp paper of requisite value (as per format provided at Form-E, Vol-V of Bid Document), in original**
 - c. **Authorization of Lead Partner by the Joint Venture (as per format provided at Form-D1, Vol-V of Bid Document), in original**
 - d. **Joint Deed of undertaking by bidder and sub-contractor(s) on non-judicial stamp paper of requisite value (as per format provided at Form-H, Vol-V of Bid Document), in original.**

- e. ***Undertaking by Sub-contractor(s) (as per format provided at Form-I, Vol-V of Bid Document), in original.***
 - f. ***INTEGRITY PACT (two originals of Integrity Pact duly signed by authorized signatory who signs the bid) in the format enclosed at Appendix-A of Part-2, Vol-I of Bid Document.***
 - g. ***Bid Security, as per the mode of payment as provided at Clause 15, Part-2, Vol-I of Bid Document (in original).***
 - h. ***E-receipt of money paid towards non-refundable bid fee.***
- v) The Bidder shall submit all the above documents, information under Techno-Commercial Bids, duly signed and sealed/stamped on each and every page by the bidder.

10.2 PRICE BID (Envelope No. 2):

- (i) Price Bid, which shall be submitted online, shall contain the following forms. Bidder must complete the same provided under Vol-VI, Part-1 in all respect in accordance with the Instruction to Bidders, terms and conditions of the Bid Document.

Form A: Price Schedule for Lumpsum Price for the Works

- (ii) Bidder shall fill up & submit **Form-A** in electronic form in the ONLINE BIDDING FORM available on the portal <https://etenders.gov.in> only under PRICE BID (ENVELOPE-II) in conformity with the Instruction to Bidders and relevant terms and conditions of Bid Document.
- (iii) No material relating to any Techno-commercial (TC) Bid shall be included in the Price Bid.

10.3 TIME FOR COMPLETION:

10.3.1 The entire scope of works to be completed in 44 months with effect from May,2025 (i.e. work to be completed by Dec 2028). The approved construction schedule is attached herewith. While preparing the data sheet of construction schedule, the bidders should refer to the important milestones mentioned for the main works, mobilization and their infrastructure development. Additionally, bidders shall adhere to the following milestones considering 1st Nov 2025 as start of main works in the data sheet.

- 1) Handing over of DT liner pit (unit-I): By 16th month.
- 2) Handing over of EoT crane beam at service bay including roof: By 16th month
- 3) Handing over of EoT Crane beam at Machine hall

Unit-I: By 19th month.

Unit-II: By 21st month.

Unit-III: By 22nd month.

- 4) Handing over of site for spiral case erection

Unit-I: By 19TH month

Unit-II: By 21st month.

Unit-III: By 22nd month.

- 5) Completion of Barrel concreting including floors

Unit-I: By 24TH Month

Unit-II: By 26th month.

Unit-III: By 27th month.

- 6) Completion of Barrage and HRT Intake: 35TH Month

- 7) Completion of Head Race Tunnel: 36TH Month

- 8) Completion of Surge Shaft: 23RD Month

- 9) Completion of Valve House: 23RD Month

- 10) Completion of Pressure Shaft and Penstock: 30TH Month

In regard to permanent road construction by the contractor, the formation cutting for the same would also be executed accordingly to complete by October 2025. This will enable the working fronts be available for commencement of the main work. The Contractor shall mobilize and take up their infrastructure parallelly w.e.f. LOA (May 2025). The bidders shall submit the data sheet of construction programme considering Equipment planning, and mobilization of other resources so as to complete the Works within the stipulated time of Completion.

The completion schedule is prime consideration for considering responsiveness of the bidder. Bidders considered non-responsive run the risk of rejection at any stage of examination of the bids. Any delay in attaining any of the targeted intermediate milestone dates beyond its respective Time for Completion and consequent commissioning of the Unit(s) shall attract delay damages as per GC/PC Clause 8.7.

11. BID PRICES:

- i) The Contract is for the whole Works (EPC execution of Civil & HM works of Heo Project), as described in Sub-Clause 1.1.1 above, based on the lumpsum price as submitted by the bidder.
- ii) The bidder shall quote lumpsum price for the items of the Works as described in Price Schedule (Vol-VI, Part-1, Form-A) on a single source responsibility basis.
- iii) The lumpsum price quoted by the bidder shall be inclusive of all applicable taxes, duties, levies, royalty, octroi, cess, fees, etc. that may be leviable by Government or any other

agency unless otherwise specifically mentioned herein or for any other cause as on the Base Date of tender i.e. the date 28 (twenty eight) days prior to the latest date for submission of bids. The Contractor shall be liable to pay all taxes, duties, royalty, octroi, cess, fees etc. in pursuance of the Contract and his personnel effects. The Contractor shall be solely responsible for the compliance of all the formalities as required under all the taxation laws in force in India.

- iv) The lumpsum price quoted by the bidder shall be subject to adjustment during the performance of the Contract, as per Clause-13.7 & 13.8 of Particular Conditions of Contract.
- v) Bidders may note that the quoted prices for the whole Works, as described in Sub-Clause 1.1.1, shall include the cost of infrastructure works and construction facilities such as, but not limiting to, the following:

- a) Site Mobilisation of Staff (Expatriate /Indian), Workmen, vehicles etc.
- b) General Mobilisation of Contractor's Construction Plant & Equipment.
- c) Site Installation of Contractor's Construction Plant & Equipment.
- d) Construction of Contractor's Offices, Stores & Workshops.
- e) Execution of construction of roads, bridges and culverts within the scope of EPC as stipulated in **Vol-II: Project Profile**, including repair and maintenance till completion of the project.
- f) Construction Power.
- g) Security fencing and Watch Towers in and around the project area as per Security norms.
- h) Further Survey and investigations, if considered necessary.
- i) Other miscellaneous items.

vi) **Special Attention:**

Mega Power Project Policy benefits are not available for Heo HE Project. The Contractor shall be deemed to have taken this aspect into account in his bid.

Imports of Plant are eligible for concessional customs duty covered under Project Imports for which the Employer upon request from the Contractor will issue Project Essentiality Certificate. Deemed export benefits are also available for items of Construction Equipment as per the extant Foreign Trade Policy of Govt. of India. The Employer, as such, will issue any certificate for availing any project import /deemed export benefits for items of Contractor's Equipment. Contractor's Equipment required essentially for initial setting up of Project are entitled to concessional customs duty under the Project Imports as of now, as auxiliary

Equipment, as per the Circular No. 49/2011 dated 04.11.2011 of Central Board of Excise and Customs of the Govt. of India. The Employer, as such, shall issue certificate for availing concessional import duty for such items of Contractor's Equipment if required by the Contractor. However, if benefits are not available to the Contractor under the aforesaid policy then Employer shall not have any liability in this respect.

The Employer shall only be responsible to issue requisite certificates, if requested by the Contractor. Bidder may accordingly ascertain the availability of the benefits as per the extant policy of Govt. of India at the time of bidding.

12 CURRENCIES OF BID AND PAYMENT:

The unit rates and prices shall be quoted by the Bidder entirely in Indian Currency (INR).

13 PAYMENT PROCEDURE:

As per Clause 14 of General/Particular Conditions of Contract.

14 BID VALIDITY:

- i) Bids shall remain valid for the period of 180 (one hundred eighty) days from the date of opening of Techno-Commercial Bids, exclusive of the date of opening.
- ii) The Employer may request the bidders to extend the period of validity of their bids for a specified additional period. The request and the bidders' responses shall be made in writing or by cable/facsimile/e-mail. A bidder may refuse the request without forfeiting its Bid Security/Earnest Money Deposit. A bidder agreeing to the request shall not be permitted to modify its bid, but shall be required to extend the validity of its Bid Security/Earnest Money Deposit for the period of the extension, and in compliance with Clause-15 below in all respects.

15 BID SECURITY/EARNEST MONEY DEPOSIT/EMD:

- i) A bidder shall furnish, along with, his bid, a Bid Security in Indian Currency or equivalent US \$ / Euro etc., for the amount as specified in the Detail Notice Inviting Bids.
- ii) The Bid Security shall be in the form of a Bank Guarantee (including e- Bank Guarantee) from a Nationalised/Scheduled bank located in the country of the Employer or any foreign bank confirmed by State Bank of India, London or New Delhi Main Branch. The Bank Guarantee shall be in accordance with the prescribed form of Bid Security provided under Form C, Vol-V of Bid Document and shall remain valid for a period of 45 days, beyond the original validity period of the bid or beyond any period of extension subsequently requested under sub-clause 14(ii).

Alternatively, the Bidder shall submit the Bid Security in the form of account payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque /Insurance Surety Bond / payment through

“SB-COLLECT” of State Bank of India or payment online also. The Demand Draft should be drawn on Nationalised Bank/Scheduled Bank only located in the country of the Employer in favour of NEEPCO Ltd. payable at Shillong.

For payment of Bid Security through “SB-COLLECT” of State Bank of India, procedures/steps elaborated in Clause No. 11.4 of Detail NIB may be referred. During payment of Bid Security through online payment mode, Bidders shall clearly indicate the NIB No. against which the EMD is paid. Particulars of NEEPCO bank account is given below:

- a) Name of the Bank: SBI, Main Branch, Shillong
- b) Name as per bank record: North Eastern Electric Power Corporation Ltd.
- c) Bank A/c No: 10881522463
- d) Type of A/c: Cash Credit A/c
- e) IFS Code: SBIN0000181
- iii) In case of Bid submitted by a Joint Venture/ Consortium, Joint-Venture/Consortium or the partners in the proportion of their participation share in the Joint Venture/ Consortium shall submit Bid Security favouring NEEPCO Ltd.

In case of Bidders participating in the bid associating Sub-Contractor(s), the Bid Security/EMD shall be submitted by the bidder favouring NEEPCO Ltd.

- iv) Any bid not accompanied by an acceptable Bid Security in prescribed format shall be rejected by the Employer.
- v) Release of Bid Security:
 - a) The Bid Security of those Bidders who do not qualify in Techno-Commercial evaluation, shall be returned immediately after opening the Price Bids of Techno-Commercially qualified bidders.
 - b) The Bid Security of the bidders other than L-1 Bidder, will be returned within 30(thirty) days from the date of issue of Letter of Acceptance (LOA) to the successful bidder.
- vi) The Bid Security of the successful bidder (L-1 Bidder) will be discharged when the bidder has furnished the required Performance Security, as specified in the Conditions of Contract and has signed the Contract Agreement.

- vii) Forfeiture of Bid Security:

The Bid Security may be forfeited;

- a) if the bidder withdraws or modifies his bid or varies any terms & conditions in regard thereto after the bid opening during the period of bid validity and extension thereof.

- b) if the Bidder engages in corrupt, fraudulent, collusive, coercive practices as defined in Clause 25(ii) hereunder, or defaults committed under Integrity Pact during bidding process; or
- c) in the case of successful bidder, if the bidder fails within the specified time limit to
 - sign the Contract Agreement; or
 - furnish the required Performance Security.
- viii) No interest will be payable on the above Bid Security and its extension.

16 CHECK LIST:

The bidders shall submit Check List of documents in the prescribed format provided under Tender Forms & Data Sheets, Vol-V of the Bid Document, enclosed with his Bid for quick check of the enclosures. This check list includes important items to facilitate the bidder to make sure that necessary data / information is provided by him in his bid.

17 SIGNING AND SUBMISSION OF BID:

- (i) Bidders shall prepare and submit their bids online in <https://etenders.gov.in> by signing and sealing every page of the bid by the duly authorised representative of the bidder with his usual signature before scanning and uploading. Online bidding forms will be available in the above website. Bid Document can be downloaded from this website after bidder registration and payment of bid fee as mentioned in Part-1 (NIB) of Bid Document. Bidders shall submit their Price Bids in the format provided in <https://etenders.gov.in>. The bidder may refer to the instruction for online submission of bids in CPP portal as annexed as **Appendix-B** to this Part.
- (ii) In the online bid submission, bidders will submit their Techno-Commercial Bids and Price Bids using their digital signatures. However, documents mentioned in Clause 10.1(iv) hereof, in addition to electronic form, shall also compulsorily be submitted physically/ off line.

18 DEADLINE FOR SUBMISSION OF BIDS:

- (i) The Bids shall be submitted online as per timeline contained in Clause 14 of Detail NIB.
- (ii) The Employer may extend the date for submission and opening of bids by issuing a corrigendum in accordance with Clause- 8 hereof and the bidders shall comply with this.
- (iii) The documents received by the Employer in offline mode as specified at Clause 10.1(iv) hereof after the stipulated date and time will be returned unopened to the bidder and his online bid shall not be considered for evaluation.

- (iv) The bidders are requested to submit the bid through online e-tendering system well before the bid submission end date and time (as per server system clock). The Employer shall not be responsible for any sort of delay or the difficulties faced during the submission of Bids online by the bidders at the eleventh hour.

19 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS:

- i) The bidder may modify, substitute, or withdraw his bid after its submission and re-submit the same but in any case before the official deadline for submission of bids as per the provisions at the portal.
- ii) Any alteration/modification in the bid supplied subsequently to the Bid Due Date and time, shall not be entertained.
- iii) Withdrawal of a Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in Clause 14 shall result in the forfeiture of the Bid Security pursuant to Sub-Clause 15(vii) hereby.

D OPENING AND EVALUATION

20 BID OPENING:

- i) The Techno-Commercial Bids shall be opened online on the scheduled date and time as stipulated in Notice Inviting Bids.
The original documents submitted in offline mode shall be opened at in the Office of The Executive Director (Contracts & Procurement) NEEPCO Ltd., Shillong, Meghalaya, India on receipt within the stipulated time.
The Techno-Commercial bids of the bidders would be analysed and evaluate the bid in terms of the requirements of Bid Document.
- ii) The Price Bids shall be opened online only of those bidders who meet Qualifying Requirements and whose Techno-Commercial Bids have been evaluated as responsive to bid conditions. The Price Bids of those Bidders whose Techno-Commercial Bids are found not acceptable shall not be opened.
The date and time of opening of Price Bids shall be intimated to the respective eligible bidders by the Employer after completion of evaluation of Techno-Commercial bids.
- iii) Bidders may view the tender opening results of Techno-Commercial and Price Bids in <https://etenders.gov.in> by marking their presence for online tender opening.

21 PROCESS TO BE CONFIDENTIAL:

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. From the time of bid opening to the time of contract award, no

bidder shall contact the Employer on any matter related to the bid, except on request and prior written permission. Any effort by a bidder to influence the Employer during the processing of bids or contract award decisions may result in the rejection of his bid.

22 CLARIFICATION OF BIDS:

To assist in the examination, evaluation, and comparison of Bids, the Employer may, at its discretion, ask any bidder for clarification of their bids. The bidder may be required to present a detailed presentation of their proposal, if necessary before the Employer to clarify/assist the Employer in the process of evaluation of bids as decided by the Employer. The decision of the Employer shall be final and binding on all bidders.

The request for clarification and the response shall be in writing or by cable, facsimile or e-mail. Scanned copies of letters seeking clarifications and replies thereof may also be sent through e-mail/fax/post.

Bidders will not be permitted to change the Price Bid or substance of the bid after the bid has been opened.

If the Bidder withdraws his Bid while it is under consideration and within the validity period of Bids, the Bid Security shall be forfeited, along with other action, as the Purchaser /Employer deems fit.

23 EVALUATION AND COMPARISON OF BIDS:

23.1 General

- i) The bids will be evaluated by the Employer to ascertain the lowest evaluated Price Bid, which is technically and commercially acceptable to the Employer, for the complete scope of the proposal as detailed in the Bid Document.
- ii) Evaluation of the bids will be carried out in two parts as indicated below:
Part I: Evaluation of Techno-Commercial Bids (Envelope 1)
Part II: Comparison of Price bids (Envelope 2) of the accepted Techno-Commercial Bids.
Only the Price Bids (Envelope 2) of those bidders, whose Techno-Commercial Bids have been established as qualified & Techno-commercially responsive shall be opened and considered for evaluation.
- iii) If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced in relation to the Employer's estimate of the items of work to be performed under this Contract, the Employer shall ask the Bidder to substantiate the quoted price(s)/rate(s) with logical and realistic analysis to be examined by the Employer. In case the analysis submitted by the Bidder is evaluated to be beyond permitted reasonableness and appears to be much on the higher side, the Employer may arrange a negotiation with the Bidder in order to lower down the quoted price(s) to reasonable and acceptable limits. However, even after negotiation, if

the price(s) are still evaluated to be on the higher side, the Employer shall have the option to reject the complete Bid without assigning any reason thereof, which shall be final and binding upon the Bidder.

23.2 Part I: Evaluation of Techno-Commercial Bids.

23.2.1 Stages for Evaluation of Techno-Commercial Bids

Evaluation of the Techno-Commercial bids will be carried out in 3 (three) stages, as follows:

- a) Stage-I – Preliminary Screening for completeness and responsiveness.
- b) Stage-II – Scrutiny for technical compliance and commercial responsiveness.
- c) Stage-III – Detailed Assessment.

a) Stage-I – Preliminary Screening for completeness and responsiveness.

- i) Preliminary screening of the bids takes into account the general completeness and the responsiveness of the bids in terms of submission of Bid Security, Qualifying Requirements, other Forms and Data Sheets, etc.
- ii) General responsiveness of the bids is to be checked and established on the basis of the contents and quality of the documents and data contained in the bids read with the subsequent clarifications and confirmations furnished by the bidder on request by the Employer. A substantially responsive bid is one that conforms to all the terms and conditions of the bid documents without any material deviation. A material deviation is one which affects, in any way, the prices, quality, quantity or completion schedule of work or which limits, in any way, the responsibilities of the bidder or any right of the Employer as required in these specifications and documents or whose rectification would affect unfairly the competitive positions of other bidders presenting substantially responsive bids. The Employer may waive any minor infirmity or nonconformity or irregularity in a bid, which does not constitute material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. The Employer's determination of bid's responsiveness shall be based on the contents of the bid itself, without resorting to any intrinsic /extrinsic evidences.
- iii) If a bid is not substantially responsive to the requirements of the bidding Documents, it will be rejected by the Employer and shall not subsequently be made responsive by the bidder by correction of the non-conformity. No bid will be considered if the complete requirements covered in the bid documents are not included in the bid.
- iv) It will be determined whether each bid is of acceptable quality, complete and substantially responsive to requirements of the Bid Document. For the above purpose, examination of each bid will be carried out to ascertain whether:

- i) The bid is complete with all the Tender Forms & Data Sheets, duly filled in and properly signed;
 - ii) The bid is complying with all the requirements of Bid document;
 - iii) The bid is accompanying by the Bid Security;
 - iv) The bid demonstrates that it has the necessary capability to execute the contract.
 - v) The bid does contain major scope deficiencies, contradictions or ambiguities making it almost impossible to evaluate, and;
 - vi) The bid is generally in order.
- The non-responsive bids shall be rejected.

- v) Only those bids, which are found to be generally complete and responsive after Stage-I scrutiny shall be taken up for further scrutiny in Stage-II.

b) Stage-II-Scrutiny for technical compliance and commercial responsiveness.

- i) The qualifying requirements, as specified in the Notice Inviting Bids and its corrigendum, if any, shall be examined for compliance of the minimum requirements, both technical & financial, as stipulated in the Notice Inviting Bids.
- ii) The EMD/ Bid Security shall be scrutinized whether it is submitted as per the prescribed format for the stipulated amount and validity.
- iii) Only those bids, which are found to be qualified after Stage-II scrutiny shall be taken up for further evaluation in Stage-III.

c) Stage-III – Detailed Assessment.

- i) A techno-commercial evaluation will be made on the bidders' proposals for their qualification, and their capability shall be examined for carrying out the entire works in accordance with the Specifications and Construction Programme.
- ii) The techno-commercial submissions must principally demonstrate the adequacy of bidders':
 - Methods proposed for Organization, mobilisation and establishment of site installations and for punctual completion of the works themselves within the Time for Completion,
 - Arrangements for the logistic support of the construction site, and the Contractor's safety and environmental procedures, and
 - Techno-commercial acceptability of the bid.
- iii) The basis for the techno-commercial evaluation of bids shall in principle be the information and data provided by bidders as specified in Data Sheets in Vol-V, as indicated below to adjudge the technical and commercial acceptability of Techno-Commercial proposal of the bidder.

Accordingly, all Data Sheets should consist of all relevant descriptive and supporting materials, which demonstrate awareness and understanding of all the principle Technical and logistic aspects related to the execution of the Work and, which, the bidder deems necessary to clarify or support his Techno-Commercial Bid, to execute the Works as a whole.

These Data Sheets are to be submitted by bidder (i.e. individual company/firm, or each member of a Joint-Venture/ Consortium and/or Sub-contractor) along with his Techno-commercial bid.

- a) Bidders' appreciation of the Project – Data Sheet 9.
- b) Equipment lists and capabilities, Planning for maintenance of Contractor's Equipment – Data Sheet 2 & 14.
- c) Proposed Site Organisation - Data Sheet 4.
- d) Construction Programme – Data Sheet 5.
- e) Management of Planning, Design and Engineering Works, Construction methodology for Civil works & Proposed Fabrication and Erection Procedure for Hydro-Mechanical Works - Data sheet-7, 8(A) & 8(B).
- f) An Outline of the Project Components alongwith Drawings & Preliminary Design and Drawings for Civil and Hydro-Mechanical Works - Data sheet-6 & 16.
- g) Source of Material - Data Sheet 15
- h) Technical Data for HM works - Data Sheets- 17
- i) QAP/QC procedures – Data Sheet 10.
- j) Safety procedures – Data Sheet 11.
- k) Environmental protection plan and procedures- Data Sheet 12.

In case of Joint-Venture/Consortium, above data sheets shall be submitted jointly or individually by each partner, wherever applicable.

These sections of the Techno-Commercial Bid should be prepared as generally indicated below:

Item a) above shall consist of a report on the bidder's appreciation of the Works of the Project, which should include a section on the site inspection carried out prior to bidding, and demonstrate awareness and understanding of all the principle technical and logistic aspects related to Project construction.

Items b) to h) shall be addressed by completing or providing all information required in the respective Data Sheets, together with all relevant descriptive and supporting

material which the bidder deems necessary to clarify or support his Techno-Commercial bid, to execute the Works as a whole.

Item i) shall consist of a full description of the bidder's internal quality control procedures and confirm that those to be set up and followed on site will be in compliance with the requirements of the relevant Chapters of the Employer's Requirements.

Item j) shall describe in full the bidder's safety rules and procedures, including staff and facilities proposed for dealing with accidents and health care, and must demonstrate that those to be set up and followed on site will be in compliance with the requirements of the respective chapters of the Employer's Requirements.

Item k) shall give details of the bidder's proposed environmental protection plan and procedures, and in particular shall include:

- A statement to confirm the bidder's knowledge of and readiness to comply with Union and State Governments' environmental regulations relevant to the construction of the Works and the protection of the Project Area relevant to the Works.
- A description of the bidder's proposal for complying with these regulations and with the environmental obligations as set out in the Employer's Requirements.
- An outline of the bidder's environmental plan, environmental supervisory personnel and liaison procedures with (including information for) the local population for the construction period as set out in the Conditions of Contract.
- Details of accommodation and welfare facilities for construction labour and their families and of procedures for limiting the entry into the area of unauthorized persons.
- The bidder shall indicate the following for products and components to be used in works producing toxic e-waste and other waste with procedure for safe recycling / disposing of waste as part of their environmental protection plan:
 - ★ List of products and components producing toxic e-waste and other probable wastes, which may be specified while executing the Works,
 - ★ Procedure to be adopted for safely recycling / disposing waste.

- iv) Based on the above stage-wise evaluations, it will be determined whether each bid is of acceptable quality, complete and substantially responsive to the requirements of Bid Document, has fulfilled qualifying requirements of the bidders & has been found to be technically and commercially acceptable/adequate to qualify the bid as Techno-commercially qualified.

23.2.2 As the programme for bid evaluation is necessarily short, the Employer shall not accept any obligation to request clarifications or substantiating information after bids have been submitted, although the Employer at its discretion reserves the right to do this. In consequence, any such inadequacies in data submitted in any bid may adversely affect the ranking of that tender during technical evaluation.

23.2.3 Deviation from bid document / additional clauses:

Bidders shall not take any deviation from the bid stipulations in any form or quote any additional clause/conditions in their bids. However, the bidders, if feel necessary, may bring out such deviations/additional clauses for consideration of the Employer during pre-bid stage. Acceptability/non-acceptability of the deviation from the bid conditions shall be judged by the Employer. The deviations/additional clauses that are considered as acceptable shall only be included in the Bid Document by issuing addendum/corrigendum. The Employer shall be the sole judge for assessment of acceptability/non-acceptability of deviations / additional clauses and the decision of the Employer in this respect shall be final and binding. All bidders are cautioned that the bids containing any deviation or additional clause/conditions shall be rejected.

23.2.4 To facilitate completion of the techno-commercial evaluation in the limited time available, bidders are strongly recommended:

- a) To submit their method statement and all other data in the form and order indicated in the data sheets and/or as instructed above, and to ensure that all specific points on which information has to be submitted, as detailed in the Instruction to Bidders (ITB), are fully covered.
- b) To ensure that all material submitted is complete in all respects but also concise, and to avoid including material of marginal relevance or importance.
- c) To avoid submission of confusing statements in the bid, if any statement / information found to be confusing in a bid such information shall not be considered for evaluation purpose and such statement shall automatically stand withdrawn.

23.3 Part-II: Evaluation of Price Bids

- i) Comparison of the Price Bids will be made only for the Bids of those Bidders, whose technical submissions satisfy the Employer that they will carry out the works in accordance with the specifications and have taken fully into account while preparing their Bids, all aspects of the Project which could affect the progress of work and their tendered cost. The Employer shall examine the Price Bids to determine whether they are complete, whether computational errors have been made, whether the documents have been properly signed, currency and price adjustment requirements have been filled up as per the formats provided in the Bid Document and whether the Price Bids are generally in order.
- ii) The Price Bids duly filled in electronic form in conformity with the bid conditions shall be posted on the e-procurement portal only.
- iii) The Price Bids shall be evaluated considering the following factors:
 - a) Total quoted price for the entire scope of Works.
- iv) During evaluation of Price Bids, if it is found that same price (corrected to two decimal) is quoted by more than one bidder, then the price of the Bidder with higher average Annual construction Turnover shall be considered as lowest.

23.3.1 Currency of Bid Evaluation

Bids shall be evaluated in Indian currency in accordance with Sub-clause 12 hereof.

E AWARD OF CONTRACT

24 AWARD CRITERIA:

- (i) The Work shall be awarded to the bidder meeting the specified qualifying requirement and also whose Bid has been determined to be substantially responsive to the Bid Document and who has offered the lowest Bid Price and in conformity with the requirements of the Bid Document, provided that the bidder's price is reasonable compared to Employer's estimated cost of Works put to tender. The Employer shall be the sole judge in this regard. The Letter of Acceptance of the tendered Works shall be made in writing to the successful bidder by the Employer.

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- i) Notwithstanding Clause 24 hereof, the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract for any justified and genuine grounds including national defence and security considerations, 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 Employer's action.

The bidding process may be cancelled if:

- The responsive bids substantially exceed the budget; or
 - The Techno-Commercial basis of the procurement have changed materially prior to the award of the tendered Works, or
 - None of the bids is substantially responsive to the requirements of the Bid Document or None of the techno-Commercial bids meets the minimum Qualifying Requirements of the Bid Document, or
 - In case, the bidder, whose bids has been found to be the lowest bid withdraws or whose bid has been accepted, fails to sign the Contract Agreement as may be required or fails to provide the Performance Security as may be required for the performance of the contract or otherwise withdraws from the procurement process.
- ii) The Employer requires the bidders/contractors under this Contract observe the highest standard of ethics during the procurement and execution of this Contract. Accordingly, the Employer:
- (a) shall reject the proposal for Award of tendered Works if the Employer determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the bid, in question,
 - (b) will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if the Employer, at any time, determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.
- In pursuance of this policy, the Employer defines, for the purpose of these provisions, the terms set forth below as follows:
- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of Value to influence the action of a public official in the procurement process or in contract execution; and
 - “Fraudulent Practice” means a misrepresentation of facts in order to influence a Procurement process or the execution of a Contract to be detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid price at artificial, non-competitive levels;
 - “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the tendering process or affect the execution of a contract.

- “Undesirable practice” means establishing contact with any person connected with or employed by the authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; and
 - “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
- iii) An agreement called Integrity Pact between the prospective bidders and the Employer shall be signed committing the persons/officials of both the Parties, not to exercise any corrupt influence on any aspect of the Tender/Contract. The Independent External Monitor(s) (IEM) appointed by the Employer shall oversee the compliance of obligations of the Parties under the Integrity Pact.
- iv) The documents/information submitted by bidder may be verified by the officials of the Employer for its authenticity at any time and the bidder shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the bidder is not genuine, the Employer shall have full rights to cancel his bid with forfeiture of his Bid Security and suspend him from participating in future tenders of the Employer for a period of 2 (two) years from the date of issue of notice of such suspension by the Employer and terminate the Contract, if awarded with forfeiture of his Performance Security.

26 NOTIFICATION OF AWARD AND SIGNING OF CONTRACT AGREEMENT:

- (i) The bidder whose bid has been accepted for award of tendered Works, shall be informed by the Employer by issuing Letter of Acceptance (LOA) within the validity period of the bid through post/ facsimile/e-mail.
- (ii) The LOA shall constitute the formation of the Contract, subject to the successful Bidder furnishing Performance Security in accordance with Clause 27 hereunder and signing the Contract Agreement as per prescribed format (**Vol-III, Part-3**) for the performance of the Works as specified under Clause 26 (iii). Until a formal Contract Agreement is executed, the LOA read in conjunction with Bid Document shall constitute a binding Contract between the Contractor and the Employer.
- (iii) After notifying the successful bidder that its bid has been accepted, the Employer will prepare the Agreement in the form provided in the Bid Documents, incorporating all agreements between the parties. After issue of Letter of Acceptance, the Employer shall notify the successful bidder about the readiness of the Agreement. The Employer and the successful bidder shall sign the Contract Agreement within 28 (twenty eight) days from the date of issue of Letter of Acceptance (or any period extended by the Employer). The Contract Agreement shall be signed on Non-Judicial Stamp paper of INR 100.00 (Indian

Rupees one hundred only)), to be purchased by the Employer, between the Employer and the successful bidder. The Contract Agreement shall be signed in three originals, two originals for the Employer and one original for the Contractor.

27 PERFORMANCE SECURITY:

- (i) The successful bidder shall furnish to the Employer a Performance Security as per Sub-Clause 4.2 of Particular Conditions of Contract.
- (ii) The bidders who are qualified in association with their sub-contractor shall be required to furnish an additional Performance Security of value equivalent to 1 % (one -percent) of the value of works to be sub-contracted from their sub-contractor as per Sub-Clause 4.2 of Particular Conditions of Contract.

In case bidder (Subsidiary Company) gets qualified and awarded the tendered Works package, the Parent Company/Holding Company, shall be required to furnish an additional performance Security of value equivalent to 1% (one percent) of the Accepted Contract Amount or portion of Works (where the subsidiary company is Joint Venture Partner) as the case may be, as per Sub-Clause 4.2 of Particular Conditions of Contract.

28 ADVANCE PAYMENT:

Interest bearing advance shall be regulated as per Clause 14 of Particular Conditions of Contract.

29. Delay Damages:

Delay Damages shall be regulated as per PCC clause 8.7.

30. Price Adjustment:

Accepted Contract Amount is subject to Price Adjustment as per GCC/PCC clause 13.7 & 13.8.

31 MATERIALS:

All the materials required for the Works shall be arranged by the contractor conforming to Employer's Requirements /specifications of Bid Document and accordingly include the cost within his quoted bid price.

(i) Contractor's obligation for mandatory procurement from micro and small enterprises:

Public Procurement Policy for Micro and Small Enterprises (MSEs)-2012 has reserved 358 items (items as listed in the Public Procurement Policy for MSEs Order dated 23.03.2012 and as amended from time to time to be procured exclusively from MSEs. Accordingly, the

Contractor shall procure the required items included in the list as per latest amendment exclusively from MSEs.

A compliance report to the above attaching documentary evidence shall be submitted to the Engineer quarterly.

32 POWER SUPPLY:

The Contractor, shall make arrangements for supply of power to meet the requirement for execution of the Works within the Time for Completion as per GCC/PCC Sub-clause 4.19 and Clause 1.9.2 of Project Profile (Vol-II A).

33 ROYALTY:

The Accepted Contract Amount shall be inclusive of royalty, monopoly, mahal charges, and octroi (if applicable), that may be levied by the Government or any other body, unless otherwise mentioned herein.

34 CONTRACTOR'S WORK PROGRAMME:

Within 28 (twenty) days of the date of issue of LOA, the Contractor shall submit to the Engineer the Work Programme indicating the sequence of various activities and the order of procedure in which he proposes to carry out the Works along with the following mobilization Schedules in support of his planning to complete the Works in all respect within the specified Time for Completion for approval by the Employer:

- (i) Work Programme indicating the sequence of various activities and the order of procedure in which he proposes to construct each structure/component of the Works;
- (ii) Mobilisation schedule of manpower;
- (iii) Mobilisation schedule of Contractor's Equipment;
- (iv) Mobilisation schedule of main materials indicating the source of the materials.

35 E-PAYMENT:

The successful bidder shall have to furnish the following information for receiving payments against the Work through e-payment system:

- 1. Name of Beneficiaries:
- 2. Name of the Bank:
- 3. Branch of the Bank:
- 4. IFSC Code of the Branch * :
- 5. SWIFT Code of the Branch **:
- 6. Account No.:
- 7. City/Town:

8. Fax No.:
9. Telephone No.:
10. E-mail address:

- * Sl. No. 4 mentioned at above shall be applicable for Domestic /Indian Bidders.
** Sl. No. 5 mentioned at above shall be applicable for Foreign Bidders.

36 ELIGIBLE MATERIALS, PLANT, SUPPLIES, EQUIPMENT AND SERVICES

- 36.1 The materials, plant or Contractor's Equipment, other supplies, and services to be provided under the Contract, shall have their origin in eligible source countries, defined under the Government of India Guidelines, and all expenditures made under the Contract will be limited to such materials, Plant or Contractor's Equipment, other supplies, and services.
- 36.2 For purposes of Sub-clause 36.1 above, origin means the place where the materials, Plant, Equipment, and other supplies are mined, grown, produced, or manufactured, and from which the services are supplied.

37 Planning and Designing in purview of Vulnerability Atlas of India:

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT-wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the Works, as applicable for his scope of responsibility in terms of:

- i) Seismic zone (II to V) for earthquakes,

- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s),
- iii) Area liable to floods and probable max. surge height,
- iv) Thunderstorms history,
- v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region,
- vi) Landslides incidences with annual rainfall normal, and
- vii) District wise probable maximum precipitation.

38 PERMANENT ACCOUNT NUMBER (PAN) AND GSTIN:

Within 28 days from the date of issue of the Letter of Acceptance, the successful Bidder shall furnish to the Employer his Permanent Account Number issued by the Income Tax Authorities in India and Goods and Services Tax Identification Number (GSTIN) issued by the concerned Authorities in India. No payment shall be made to the Contractor unless he submits his Permanent Account Number and GSTIN.

39 CONSTRUCTION PROGRAMME

Construction Programme of Heo H.E. Project showing the interfaces of different Works is enclosed under Project Profile (Vol-II) of Bid document.

.....XXXXX.....

BIDDING DATA

The following specific data for the Works to be procured shall complement, amend, or supplement the provisions in the Instruction to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in Instruction to Bidders

Instructions to Bidders (ITB) Clause Reference	
1.1.2, 10.3	Time for Completion: 44 (Forty-four) months
3	Qualifying Requirement: The Bidder who wishes to participate in the bid should satisfactorily meet the qualifying requirements stipulated in Clause 6 of NIB.
6	For any enquiry with respect to project site, site visit etc. the Bidder may contact the following person : Mr. Timmy Lyngdoh, Head of Project, Heo HEP (240 MW) E-mail: timmylyngdoh@neepco.co.in Mobile: 9436164149
14(i)	Period of Bid Validity: 180 days
15(i)	Amount of Bid Security: INR 6.60 Crore (Indian Rupees Six Crore Sixty Lakh only) or Equivalent US \$ / Euro etc. Period of validity: 225 days (i.e. 45 days beyond the period of Bid Validity)
10.1(iv), 18	Employer's address for the purpose of hard copies of bid submission: The Executive Director, Contracts & Procurement, North Eastern Electric Power Corporation Ltd., Brookland Compound, Lower New Colony, Shillong – 793 003, Meghalaya, India. Tel: 0364-2227784, E-mail: contract@neepco.co.in
18	Deadline for submission of bids : 1. Online submission: 25-02-2025 (14:00 Hrs.) 2. Offline submission: 04-03-2025 (14:00 Hrs.)
20	Venue, time and date of bid opening: Venue: Corporate Contracts & Procurement Department, NEEPCO Corporate Office, Brookland Compound, Lower New Colony, Shillong – 793 003, Meghalaya, India Time and Date of bid opening: Envelope-I: Online bid opening: 26-02-2025 (14:00 Hrs.) Envelope-II: to be intimated later on to the Bidders meeting the specified qualifying criteria and also whose Techno-Commercial Bids are found responsive.

APPENDIX-A

INTEGRITY PACT

(To be executed on plain paper at the time of submission of bid and on Non-judicial stamp paper of appropriate value by successful bidder(Contractor) prior to signing of Contract Agreement)

Between

North Eastern Electric Power Corporation Limited (NEEPCO Ltd.), a company registered under the Companies Act, 1956 and having its registered office at Brookland Compound, Lower New Colony, Shillong – 793003, Meghalaya, India, hereinafter referred to as “Principal”, which expression unless repugnant to the contents or meaning thereof shall include its successors or assigns on the ONE PART

And

-----, (description of the party along with address), hereinafter referred to as “Bidder/Contractor”, which expression unless repugnant to the contents or meaning thereof shall include its successors or assigns on the OTHER PART

Preamble

The Principal intends to award, under laid down organizational procedures, Contract(s) for “(..... name of the Work....). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section – 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 1.1.1 No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the

same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

2.1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.

2.1.1 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the Contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.

2.1.2 The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary Contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/Contractor(s) will not commit any penal offence under the relevant IPC/PC Act: further the Bidder(s)/Contractor(s) will not use improperly, for the purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian nationality shall furnish the name and address of foreign principals, if any. Further, the information pertaining to local representatives/agents of Foreign Bidders shall be disclosed

by the Bidder(s)/Contractor(s), as per requirement of Instruction to Bidders of Part-3 of Detailed Bid Document.

- 2.2 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the separate guidelines framed by the Principal.

Section 4 – Compensation for damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages equivalent to 10% of the Contract Price or the amount equivalent to Security Deposit/Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 5 (Five) years with any other company in any country conforming to anti – corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process, or the Contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

- 6.1 The Bidder(s)/Contractor(s) undertake(s) to obtain from all sub-Contractors a commitment consistent with this Integrity Pact and report compliance to the Principal. This commitment shall be taken only from those sub-Contractors whose Contract value is more than 20% of the Bidder's/Contractor's quoted price/Contract price with the Principal. The

Bidder(s)/Contractor(s) shall continue to remain responsible for any default by his sub-Contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 Bidders who do not sign this pact or violate its provisions shall be disqualified by the Principal from the tender process.

Section 7 – Criminal charges against violating Bidders/Contractors/Sub-Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, NEEPCO.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the Contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the Principal and request the management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can, in this regard, submit non bonding recommendations. Beyond this, the Monitor has no right to

demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 8.6 The Monitor will submit a written report to the CMD, NEEPCO within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, NEEPCO shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, NEEPCO, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NEEPCO has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, NEEPCO.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Contractor 12(twelve) months after the last payment under the respective Contract and for all other Bidders 6 (Six) months after the award of Contract.
- 9.2 If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified as above, unless it is discharged/determined by the CMD, NEEPCO.

Section 10 – Other provisions

- 10.1 This agreement is subject to Indian laws and jurisdiction shall be the registered office of the Principal, i.e., Shillong, Meghalaya, India.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a Joint-Venture (JV)/Consortium, this agreement must be signed by all partners or Joint-Venture (JV)/Consortium members.

In case of Sub-Contracting, the Principal Contractor shall take responsibility of the adoption of the Pact by the Sub-Contractor and the Pact will be a tri-partite arrangement to be signed by the Principal, the Contractor, and the Sub-Contractor.

- 10.4 A person signing the Integrity Pact shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.
- 10.5 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.6 Only those Bidders/Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be mandatory for meeting the qualifying requirement.
- 10.7 The Contractor shall comply all the statutory requirements relating to Labour & Employment like Minimum Wages Act, Employees Provident Fund (EPF) & Miscellaneous Provisions Act, etc. and the Principal shall monitor the same, throughout the execution of the Contract.
- 10.8 In the event of any dispute between the Principal and the Contractor relating to the Contacts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties including payment of fees to the IEMs, place for the meeting, travel & stay arrangement for the IEMs etc. shall be as per provisions given under Clause 6 of Standard Operating Procedure for implementation of Integrity Pact as circulated by Central Vigilance Commission vide Circular No. 04/06/23 Dated 14-06-2023.
- In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Principal may take further action as per the terms & conditions of the contract.

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For & on behalf of the Principal

For & on behalf of the Bidder/Contractor

(Office Seal)

(Office Seal)

Place _____

Place _____

EPC Execution of Civil and HM works of Heo H. E.
Project (240 MW) in Shi Yomi district, Arunachal
Pradesh



ISO: 9001, 14001,
& 45001

Bid Document
Vol-I, Part-2: Instruction to Bidders

Date _____

Date _____

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

APPENDIX-B

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders shall be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR BID DOCUMENT

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the Bid Document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder shall take into account any corrigendum published on the Bid Document before submitting their bids.
- 2) Please go through the NIB advertisement and the Bid Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the Bid Document have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the Bid Document to be submitted as indicated in the Bid Document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid Document may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder shall log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- 2) The bidder has to digitally sign and upload the required Bid Document one by one as indicated in the Bid Document.
- 3) Bidder has to select the payment option as “offline” to pay the ‘tender fee’ and/or Bid Security as applicable and enter details of the instrument.
- 4) Bidder should prepare the Bid Security as per the instructions specified in the Bid Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Bid Document. The details of the accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid shall be liable for rejection.
- 5) Bidders are requested to note that they shall necessarily submit their financial bids in the format provided and no other format is acceptable. If the Price Bid has been given as a standard Price Bid format with the Bid Document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the Price Bid file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid shall be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) shall be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders shall follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded Bid Document become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded Bid Document become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be

displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the Bid Document and the terms and conditions contained therein shall be addressed to the Bid Inviting Authority for a tender or the relevant contact person indicated in the Bid Document.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.