

## **Part II: Instruction to Bidders**

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## INSTRUCTION TO BIDDERS

### A GENERAL

#### 1 SCOPE OF BID:

- i) The North Eastern Electric Power Corporation Limited (A Government of India Enterprise) invites International Competitive Bids (ICB) for Construction of (Name of the Work) as described under various sections of the Technical Specifications, Volume-3.
- ii) The successful bidders shall have to complete the works within the Time of Completion, as specified under Notice Inviting Bids (NIB).

#### 1.1 System Details: (Relevant for e-tendering):

##### i) **E-Tendering / E-Procurement:**

This tender is being processed through e-tendering/e-procurement system. The bidding documents are to be downloaded from .....(name of the e-tender portal)..... and bids are to be submitted/ uploaded through above e-tendering system. Guidelines for e- tendering system are as available on e- tender portal.

##### ii) **Registration for Participation in Bids:**

It shall be as per e- tendering system as available on e-tender portal ..... (name of the e-tender portal).....

**[For illustrative purpose, registration for participation in bids in the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) is given as under:**

- a. 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 Enrolment**” on the CPP Portal which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. 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.
- d. 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.
- e. 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.
- f. Bidder can then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Bidders are requested to get themselves enrolled on the e-Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) well in advance and no extra time will be considered for submission of bids for the delay in enrolling on the e-Procurement portal. For registration and other e-procurement portal related queries, bidder may contact NIC at Ms. Deibaphira Suchiang, Functional Manpower (FMP), National Informatics Centre,



*Meghalaya State Centre, Shillong at mobile no. 7005490585, e-mail: deibaphirasuchiang@gmail.com ]*

**iii) Bid Fee:**

Bidders shall have to pay Bid fee (non-refundable) of INR ..... (Rupees ..... only) including GST only for participation in this instant NIB. Applicable bank charges shall be borne by the bidder.

The bidder shall make the payment to NEEPCO through SB Collect or NEFT/RTGS. During payment of bid fee, Bidders shall clearly indicate the NIB No. against which the bid fee is paid.

Particulars of NEEPCO bank account is given below:

- a) Name of the Bank: ....
- b) Name of Beneficiary's Account: .....
- c) Bank A/c No: ....
- d) Type of A/c: ...
- e) IFS Code: ...

This system generated receipt shall be downloaded for submission as per bid condition.

**2 SOURCE OF FUNDS:**

- i) The Project, as sanctioned by the Government of India, envisages funding in a debt-equity ratio of 70:30, with equity flowing first. The Government of India will provide 30% as equity and balance amount will be arranged by NEEPCO from market /Financial Institutions/ Internal Resources. (If there be a Funding Agency, the terms and conditions of funding Agency may be described).

**3 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 (Ref of Clause of NIB to be indicated), subject to the following:

- a) Participation is not ruled out by sanctions issued by the UN Security Council.
- b) A Bidder is not affiliated with a firm or entity that has provided consulting services related to the Works to either the Corporation or the Borrower 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 Corporation or Borrower as Engineer-in-Charge for the Contract.
- c) Participation is not allowed, if the Bidder is legally barred from the procurement process in India on the grounds of previous violations of regulations on fraud and corruption.
- d) Participation is not allowed for those Bidders or Sub-Contractors to be contracted for considerable portions of the Contract or Enterprises, economically intertwined with the Corporation in India and/or State Controlled Enterprises that are not legally or financially independent.
- e) A bidder shall be short-listed as notified by the Corporation.

- f) Bidder shall provide such evidence of their continued eligibility satisfactory to the Corporation as the Corporation shall reasonably request.
- g) Either an Indian agent on behalf of the Principal/OEM or Principal/OEM itself can participate in the Bid, but both cannot participate in the Bid simultaneously. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a Bid on behalf of another Principal/OEM in the tender.

**(B) Disqualification/Ineligibility of Bidders:**

Even though the bidders whether individually or any partner of the Joint-Venture/ Consortium 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 or any partner of the Joint-Venture/ Consortium in carrying out of its business have:

- (a) been chargesheeted by any Investigating Agencies of Central/State Government or if any Criminal, Fraud, Corruption Cases or Charges that may be proceeding against them in a Court of Law as on the latest date of submission of Bid.
- (b) been involved in the Corrupt or Fraudulent or collusive or coercive Practices as defined in Clause 27(ii); 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) either been declared ineligible/ blacklisted /terminated/ debarred from qualification, participating or bidding in/award of tenders/ projects/ works/ bids, or 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 Govt. of India or State Government or Govt. Organisations (Central as well as State) or Govt. Departments (Central as well as State) or any PSU (Central as well as State) or World Bank or Asian Development Bank or autonomous Bodies or Statutory Corporations and Companies or Statutory Authorities or other Govt. Authorities, during last 5(five) years as on the latest date of submission of Bid.

A Declaration to this effect (Sl. a, b, c, d above) under Vol-5 (Tender Forms and Data Sheets) of Bid Document shall be submitted by the bidders.

**4 INFORMATION TO BE INCLUDED IN THE BID:**

- (i) Bidders shall, as part of their bid, submit a written Power of Attorney, authorising the signatory of the bid to commit on behalf of the bidder.
- (ii) Bidders shall give the following information:
  - a) Supporting documents duly authenticated as evidence of general experience as given in relevant Clause of the Notice Inviting Bids (NIB);
  - b) Supporting documents duly authenticated as evidence of particular experience as mentioned in relevant Clause of the NIB. In case of Joint-Venture, each member shall have to submit particular experience separately as mentioned under relevant Clause of the NIB.

- c) Supporting documents as evidence of Minimum Average Annual Turnover (MAAT), Liquid Asset & Net Worth, Bid capacity as mentioned in relevant Clause of the NIB, and
  - d) Current litigation information.
- (iii) Bids submitted by a Joint-Venture shall comply with the following requirements:
  - a) The bid shall include all the information listed in the aforesaid Sub-Clauses.
  - b) The bid and, in case of a successful bid, the Contract Agreement shall be signed so as to be legally binding on the partners of the Joint-Venture.
  - 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 the other partners.
  - d) The Lead Partner shall be authorised to incur liabilities, receive instruction, signing and submission of Bid, signing of Contract Agreement, execution of the Contract and receipt of payment for and on behalf of the Joint-Venture and the entire execution of the Contract, (including signing of Contract Agreement) receipt of payment, shall be done exclusively with the Lead Partner.

All payments, shall be done exclusively to the Lead Partner.
  - e) Both Partners of the Joint-Venture 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 partners in the bid and in the Contract Agreement (in case of a successful bid); and
  - f) A copy of the Agreement entered into by the Joint-Venture partners (in line with relevant Clause of NIB) shall be submitted with the bid.
- (iv) 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 NEEPCO Ltd. (as per format given in **Form-F** included in Tender Forms and Data Sheets) confirming full support for the technical and financial requirements of the subsidiary company and commit to take up the work itself in case of non-performance by the subsidiary company in the event of award of the work to the subsidiary company.
  - b) Parent/holding company shall submit an undertaking along with the bid (as per format contained in **Form-F** included under Tender Forms and Data Sheets) that in case Bidding Company (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 1.5% (one point five percent) of the Contract Sum, in addition to normal Performance Bank Guarantee to be submitted by the Bidder to the Employer besides entering into a separate Agreement (as per format in **Form-G** included in Tender Forms and Data Sheets).

- (v) **Bidders with Sub-Contractors:** In case the Bidder submits his bid associating sub-contractor(s) (in line with relevant Clause of NIB) then:
- (a) The Bidder and his sub-contractor(s) shall submit separate undertaking (as per format given in **Form-H** included under Tender Forms and Data Sheets) 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) The Bidder and his sub-contractor(s) should submit Joint Deed of Undertaking (JDU) as per Format (as per format given in **Form-I** included under Tender Forms and Data Sheets) included in the Bid Document.
  - (c) Sub-contractor(s) shall submit Performance Bank Guarantee equivalent to 5% of corresponding value of Work sublet, in addition to the Performance Bank Guarantee for whole contract submitted by the Bidder on award of Work.
- (vi) Bidders shall submit Data Sheets as required in the Tender Forms and Data Sheets, including, but not limited to, proposals of work methods and construction schedule in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to in the relevant clauses of the detailed Bid document
- (vii) The contractor must be a registered establishment under the Employee's Provident Fund (EPF) and MP Act 1952 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 Owner shall recover 20% (twenty percent) of the Bill value against each Running Bill and Final Bill, or any amount as may be prescribed from time to time if the Contractor fails to comply with the provision of the said Act.
- (viii) **Bid Conditions for Micro & Small Enterprises (MSEs):**
- I. The bidders participating as Micro/Small Enterprises (MSE) shall submit an Undertaking in the prescribed format given in Bid Document declaring the status of their firm under the provisions of Micro and Small Enterprises along with a copy of the document/certificate issued by any of the Authority mentioned below:
    - a. District Industries Centers
    - b. Khadi and Village Industries Commission
    - c. Khadi and Village Industries Board
    - d. Coir Board
    - e. National Small Industries Corporation (NSIC)
    - f. Directorate of Handicrafts and Handloom
    - g. MSEs registered under Udyam Registration (UR) portal
    - h. Any other Body specified by Ministry of Micro, Small and Medium Enterprises.
  - II. The registration certificate submitted by MSEs issued from any one of the above agencies must be valid as on close date of the tender. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have

not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

- III. The MSEs bidder/ entrepreneurs claiming to belong to Scheduled Caste (SC) or Scheduled Tribe (ST) category, shall furnish necessary SC/ST certificate issued by Competent Authority in support of their cast/tribe in addition to certificate of registration with any one of the agencies mentioned above at serial B(I). MSE owned by SC/ST shall satisfy any of the following :

- (a) In case of proprietary MSE, proprietor(s) shall be SC /ST.
- (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the enterprise.
- (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

- IV. **MSEs bidders are exempted from payment of BID FEES and EARNEST MONEY DEPOSIT (EMD).**

**The Startups bidders are exempted from payment of Earnest Money Deposit (EMD).**

The definition of “Startups” is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17<sup>th</sup> February 2016 and all other subsequent directives/guidelines /amendments thereof. The Startup Enterprises shall submit startup India recognition certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) of Ministry of Commerce and Industry, Government of India. For further detail on the Startups, website <http://startupindia.gov.in> may be visited.

- V. **PRICE PREFERENCE TO MICRO AND SMALL ENTERPRISES:**

- (a) Complying with the Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018, the following provisions shall prevail for award of 25 % of the total quantity of the tender to the participating Micro and Small Enterprises subject to meeting terms and conditions stated in the bid document including but not limiting to Qualification criteria.

- (i) Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 + 15 %age shall be allowed to supply up to 25 percent of total tendered quantity at L1 price provided they accept L1 price.
- (ii) In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity at L1 price provided their quoted price is within a price band of L1 + 15 %age.
- (iii) In case of more than one such MSEs are in the price band of L1 + 15%age, who are willing to execute the work at L1 price, the work may be shared proportionately.
- (iv) Out of the 25 (twenty five) percent target for MSEs, 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs and 3(three) percent from MSEs owned by women within the 25% target. In the event of failure of such

MSEs to participate in the tender process or meet the tender requirements and L1 price, the said 4 (four) percent & 3 (three) percent sub-target so earmarked shall be met from other MSEs.

- (b) The procedure for preference on award to Class-I Local Supplier in terms of Public Procurement (Preference to Make in India), Order 2017 is stipulated at Clause 4 (ix) of this Part of Bid document.
- (c) When a L1 bidder simultaneously belongs to category of MSE/Non-MSE and Class-I/Class-II Local Supplier, then award shall be decided as per the following procedure:

Sl. No.	Category of L1 Bidder	Mode/ Procedure of award
I	Class-I Local Supplier & MSE	Work shall be awarded to such L1 bidder as it satisfies the category of both Class-I Local Supplier & MSE.
II	Class-I Local Supplier & Non- MSE	Preference for award shall be given to bidder (simultaneously fulfilling the category of Class-I Local Supplier & MSE) quoting price within the price band of L1 + 15 %, subject to acceptance of the L1 price. Such bidder quoting the lowest price shall be preferred first. However, if it does not accept the offer at L1 price, similar bidder quoting the next higher bid price shall be preferred, and so on. In case no such bidders accept the offer for award at L1 price, the work shall be awarded to the L1 bidder.
III	Class-II Local Supplier & MSE	Preference for award shall be given to bidder (simultaneously fulfilling the category of Class-I Local Supplier & MSE) quoting price within the price band of L1+ 20 %, subject to acceptance of the L1 price. Such bidder quoting the lowest price shall be preferred first. However, if it does not accept the offer at L1 price, similar bidder quoting the next higher bid price shall be preferred, and so on. In case no such bidders accept the offer for award at L1 price, the work shall be awarded to the L1 bidder.

IV	Class-II Local Supplier & Non-MSE	<ol style="list-style-type: none"> <li>1. Preference for award shall be given to bidder (simultaneously fulfilling the category of Class-I Local Supplier &amp; MSE) quoting price within the price band of L1+ 20 %, subject to acceptance of the L1 price. Such bidder quoting the lowest bid price shall be preferred first. However, if it does not accept the offer at L1 price, similar bidder quoting the next higher price shall be preferred, and so on.</li> <li>2. If no bidder at Serial (1) above are available or preferred bidders do not accept the offer for award at L1 price, then preference for award shall be given to the bidder (fulfilling the category of either Class-I Local Supplier or MSE) quoting lowest Bid price in the price band of L1 + 15 % for MSE and L1 + 20 % for Class-I Local supplier at L1 price.</li> <li>3. In case, such bidder preferred at Serial (2) above does not accept the offer at L1 price, similar bidder quoting the next higher bid price shall be invited to accept the L1 price and so on, and work shall be awarded to such MSE/Class-I Local Supplier, subject to acceptance of the L1 price.</li> <li>4. In case none of the bidders preferred at Serial (3) above accepts the offer for award at L1 price, the work shall be awarded to the L1 bidder.</li> </ol>
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#### VI. CONTRACTORS'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, enclosed herewith at **Annexure-I**) to be procured exclusively from MSEs. Accordingly, the bidder/ bidders to whom this contract shall be awarded shall procure the required items included in the list of 358 items exclusively from MSEs.

The bidder/ bidders to whom the contract shall be awarded shall procure minimum of 25% of the required goods/ services from MSEs including 4% from MSEs owned by SC/ST entrepreneurs and 3% from MSEs owned by women. In the event of failure of such MSEs owned by SC/ST entrepreneurs and women, 4% & 3% sub-target for procurement from MSEs owned by SC/ST entrepreneurs & women shall be met from other MSEs.

A compliance report to the above attaching documentary evidence shall be submitted to the Engineer-in-Charge quarterly. If such mandatory procurement could not be complied with, reason for the same shall be indicated in the report.

**VII. Relaxation of Norms for Startups and Micro & Small Enterprises (MSEs) on Prior Experience - Prior Turnover Criteria:**

**(a) Relaxation of Norms for Micro & Small Enterprises (MSEs) on Prior Experience - Prior Turnover Criteria:**

In line with Policy Circular No. 1(2) (1)/2016-MA Dated 10<sup>th</sup> March, 2016 of the Ministry of Micro, Small & Medium Enterprises on “Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience and Prior Turnover Criteria”, the Criteria of Prior Turnover and Prior Experience are relaxed for MSEs, subject to meeting of quality and technical specifications.

However, in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc., where purchaser may prefer the vendors to have prior experience rather than giving orders to new entities, for such procurements, wherever adequate justification exists, the purchaser may not relax the criteria of prior experience/ turnover for the MSEs.

The MSE bidders shall be offered relaxation from Prior Experience Criteria, provided the bidder submits document such as MSE registration certificate to prove bidder's registration in trade similar to the tendered job.

Similarly, MSE bidders shall be offered relaxation from Prior Turnover Criteria, provided the bidder submits document such as MSE registration certificate.

**(b) Relaxation of Norms for Startups on Prior Experience - Prior Turnover Criteria:**

In line with DPE O.M. No. DPE/7(4)/2007-Fin Dated 08-11-2016 on “Relaxation of Norms for Startups Medium Enterprises in Public Procurement Regarding Prior Experience - Prior Turnover criteria” and as per Section 2.1(5) of “Action Plan for Startup India” announced by the Government of India in Jan 2016, the Criteria of Prior Turnover and Prior Experience are exempted for the Startups, subject to meeting of quality and technical specifications.

However, in case of circumstances like procurement of items related to public safety, health, critical security operations and equipments etc., where purchaser may prefer the vendors to have prior experience rather than giving orders to new entities, for such procurements, wherever adequate justification exists, the purchaser may not relax the criteria of prior experience/ turnover for the Startups.

The Startup bidders shall be offered exemption from Prior Experience Criteria, provided the bidder submits document such as Startup recognition certificate to prove bidder's recognition in trade similar to the tendered job.

Similarly, Startup bidders shall be offered exemption from Prior Turnover Criteria, provided the bidder submits document such as Startup recognition certificate.



The definition of “Startups” is as per the Gazette Notification of the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) dated 17<sup>th</sup> February 2016 and all other subsequent directives/guidelines /amendments thereof. The Startup Enterprises shall submit startup India recognition certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) of Ministry of Commerce and Industry, Government of India in order to be considered for relaxation in prior experience and prior turn over.

The Bidders participating as *Startups* shall submit an undertaking in the prescribed format given in bid document regarding applicability of startups under “Startup India” initiative.

**[Note:** *Following shall be referred as a guidance for stipulating the above Bid conditions in the NIB/Bid document, which shall not be reproduced in the NIB/Bid document:*

- 1. The respective tendering authority while framing the Qualifying Requirements for the works/goods/services to be tendered, has to specifically mention in the NIB/ Bid documents whether the above Clause on relaxation/ exemption of norms of Prior Experience & Prior Turnover Criteria for MSEs/ Startups shall be applicable for that particular tender keeping in view the procurement of items related to public safety, health, critical security operations and equipments etc., so that no complexity arises to the prospective bidders and in the evaluation of bids.*

*In case relaxation of above norms for MSEs is made applicable to a tender, the respective tendering authority while framing the Qualifying Requirements for the works/goods/services to be tendered, has to specify in the NIB/Bid document the extent of relaxation to be made against Prior Experience & Prior Turnover criteria for MSEs considering the nature/type of procurements along with any other relevant aspects, as there is no criteria on the extent of relaxation is specified in the said Policy Circular/DPE O.M.]*

#### **VIII. TRADE RECEIVABLE DISCOUNTING SYSTEM (TReDS):**

It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address the challenges faced by MSMEs in delayed payments (after receipt/acceptance of material/services) from corporate and other buyers, including Government Departments and Public Sector Undertakings (PSUs) leading to shortfall of working capital.

TReDS is an online electronic institutional mechanism/ platform for facilitating the financing of trade receivables of MSMEs from corporate and other buyers, including Government Departments and Public Sector Undertakings (PSUs), through multiple financiers. NEEPCO has registered on the following TReDS platform:

- a) “Invoicemart” of ‘A. TREDS Ltd.’, Mumbai

MSME vendors can avail the TReDS facility, if they want to by registering on the above mentioned TReDS platform, for which MSEME vendors can contact at the following address of “Invoicemart”:

Shri Mithilesh Jha, Email: [mithilesh.jha@invoicemart.com](mailto:mithilesh.jha@invoicemart.com), Ph: +91 9836953636.

- IX.** The bidders participating as Micro & Small Enterprises (MSE) shall declare Udyam Registration (UR) Number on Central Public Procurement Portal (CPPP), failing which such bidders shall be treated as non-MSE bidders and shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 issued by Ministry of Micro, Small & Medium Enterprises, for tenders invited electronically through CPPP.
- (ix) **PURCHASE PREFERENCE** for Class–I local supplier as per Public Procurement (Preference to Make in India), Order 2017 issued vide notification No. P-45021/2/2017-PP (BE-II) dated 16-09-2020 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) **Items classified for procurement from Class-I local suppliers only:** In procurement of all goods, services or works in respect of which there is sufficient local capacity and local competition as in **Annexure-I** of Order No. A-1/ 2021-FSC-Part(5) Dated 16-11-2021 of Ministry of Power, Government of India, only “Class–I local supplier”, shall be eligible to bid irrespective of purchase value.
- (II) In procurement of all goods, services or works not covered in **Annexure-I** of Order No. A-1/ 2021-FSC-Part(5) Dated 16-11-2021 of Ministry of Power, Government of India as above, and with estimated value of purchases less than Rs.200 Crore, Global Tender Enquiry (GTE) shall not be issued except with the approval of the competent authority as designated by the Department of Expenditure. In such procurement, when Global Tender enquiry has not been issued, only ‘Class-I local supplier’ and ‘Class-II local supplier’ shall be eligible to bid. In Global tender enquiries, ‘Non-local suppliers’ shall also be eligible to bid along with ‘Class-I local suppliers’ and ‘Class-II local suppliers’.
- The eligibility of Class-I Local Supplier/ Class-II Local Supplier / Non-Local Supplier for different types of procurements undertaken by procuring entities shall be guided by the above referred Order of MoP.
- (III) In the procurement of goods or works, which are covered by paragraph (II) above, and which are divisible in nature, 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 for full quantity will be awarded to L1.
- ii) If L1 bidder is not a ‘Class-I Local supplier’, 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the “Class-

'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity, subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (i.e. within the price band of L1 +20%), and contract for that quantity shall be offered to such 'Class-I Local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' (within the price band of L1+ 20%) shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (IV) In the procurement of goods or works, which are covered by paragraph (II) above, and which are not divisible in nature, and in procurement of services, where the bid is evaluated on price alone, 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.
- (V) Class-II local supplier and Non-local suppliers will not get purchase preference.
- (VI) 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 16-09-2020) 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.

(VII) 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%.**

(x) **In terms of Order (Public Procurement No. 1) dated 23rd July, 2020 (on the subject “Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017) vide No. F.No.6/18/2019-PPD, to be read in conjunction with Order (Public Procurement No. 2) Dated 23rd July, 2020 vide No.F.No.6/18/2019-PPD, both issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the following stipulations shall prevail:**

- (I) Any bidder from a country which shares a land border with India shall be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- (II) Bidder from a country which shares a land border with India” for the purpose of this Order means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A Subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a Country; or
  - e. An Indian ( or other) agent of such an entity ; or
  - f. A natural person who is a citizen of such a country.
- (III) Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In respect of tenders, registration shall be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration shall be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance /placement of order, registration shall not be a relevant consideration during contract execution.
- (IV) Certificate regarding Compliance: The bidder 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 immediate termination 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. 1) dated 23rd July, 2020 vide No. F.No.6/18/2019-PPD, to be read in conjunction with Order (Public Procurement No. 2) Dated 23rd July, 2020 vide No.F.No.6/18/2019-PPD, both issued by Public Procurement 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)'*

- (v) The definition of 'beneficial owner' for the purpose of (II) (d) above, Procedure for Registration shall be as per the said Order (Public Procurement No. 1) dated 23rd July, 2020.
- (xi) The above requirements are minimum and the Purchaser 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 Purchaser, the qualification data furnished by the bidder is incomplete or the bidder is found to be not qualified to satisfactorily perform the works.
- (xii) 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 EMD and banning of the concerned bidder for participating in future tenders.

## **5 ONE BID PER BIDDER:**

Each bidder shall submit only one bid, either individually or as a partner in a Joint-Venture. A bidder who submits or participates in more than one bid will be disqualified. Sub-contractors are allowed to participate in more than one bid but only in that capacity.

## **6 COST OF BIDDING:**

The bidder shall bear all costs for preparation and submission of bids, and the Corporation will, in no case, be responsible or liable for those costs incurred by the bidder.

## **7 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 work or cost thereof under the Contract: (The site visit may be made mandatory depending on the nature of work):

- 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 work 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 work.
- f) The limit and extent of surface and sub-surface water to be encountered during the performance of the work and the requirement of drainage and pumping.
- g) The type of equipment and facilities needed for transportation, loading, unloading of materials etc. required in the performance of the work.
- h) All other information as to the risks, contingencies and other circumstances, which may influence or affect the work or the cost thereof under this contract.
- i) The bidders should note that information, if any, in regard to the site and local conditions, as contained in these bid documents, 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 Corporation 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, 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 Corporation.

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 Corporation to enter upon its premises and lands for the purpose of such visit. The Corporation 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 Purchaser through post / fax/ e-mail. Holding of Pre-bid conference shall be at the sole discretion of the Tendering Authority. And in case the Tendering Authority 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 decisions against the queries received from the intending 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 Corporation 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) 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 transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Clause 8, which may become necessary as a result of the pre-bid meeting, shall be made by the Corporation exclusively through the issue of an addendum pursuant to Clause 9 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 BIDDING DOCUMENTS**

### **8 CONTENT OF BIDDING DOCUMENTS:**

The Detailed Bid Document shall comprise of the following documents, including Corrigenda/Addenda issued in accordance with Clause-9:

- Volume 1 - General Terms and Conditions

- Part I - Notice Inviting Bids

(Note: The Notice Inviting Bids (NIB) shall include the minimum technical and financial qualifying requirement and Bid Capacity of the Bidders. General guidelines of these requirements are as below:

- a) **Technical Qualifying Requirement:** (Responsibility: Tendering Authority in consultation with D&E Department)

The Technical qualifying requirement shall be framed complying to Clause No. 3.3.6 (Pre-qualification Bidding) of Manual of Procurement of Works (Updated June, 2022) issued by Deptt. of Expenditure, Ministry of Finance, Govt. of India.

- b) **Financial Qualifying Requirement:** (Responsibility: Tendering Authority in consultation with concerned Finance Department)

The Financial qualifying requirement shall be framed complying to the CVC Guidelines vide O.M. No. 12-02-1-CTE-6 dtd.17.12.2002 and Stipulations approved by Director (Finance), vide U.O. No. 381 dtd 28-05-2013.

- i) **Minimum Average Annual Turnover (MAAT):**

Minimum Average Annual Turnover of the bidder, in the best three Financial Year out of the last 5(Five) Financial year, ending 31st March of the previous financial year should not be less than the value as calculated below:

$MAAT = [(Estimated\ Cost \times 1.5) / (Completion\ period\ in\ year)]$ , which is subject to minimum of 30% and maximum of 150% of the estimated cost, for contract period of 1(one) year or more.

However, for short duration contract of less than 1 (one) year, MAAT shall be considered as equivalent to 100 % of the estimated cost of work, without considering the aforesaid formula.



Other income shall not be considered for arriving at the minimum average annual turnover.

ii) Working Capital:

Capacity to have a cash flow amount/working capital judged from the immediately preceding financial year as per the audited balance sheet / equivalent financial statements. The working capital shall be at least 2 times the monthly cash flow requirement i.e. estimated cost of Work x 2 / Construction period in months).

Working Capital/Cash Flow amount shall be calculated by subtracting Current Liabilities (CL) from Current Assets (CA) i.e. (CA-CL) as per the audited balance sheet/ equivalent financial statements including profit and loss statement of the immediately preceding financial year.

If audited financial statement for the immediate preceding financial year is not available, then the bidder shall submit these statements certified by a Chartered Accountant.

iii) Net Worth:

The Net worth of the bidder as on last day of the preceding financial year, ending 31st March of the previous financial year shall not be less than 25% of the Paid up Share capital.

The Net Worth shall be calculated based on Subscribed and Paid-up Capital + Free Reserves + Unallocated balance surplus amount of Profit and Loss Account less Loss in Profit & Loss Account if not reduced from Reserves.

Complete Audited Annual Reports along with Audited Balance Sheets, Profit and Loss Account & detailed Schedule and other financial statements for the preceding 5(five) financial years, ending 31st March of the previous Financial Year, along with Letter of adequacy and commitment from their Bankers/ Financial Institutions of International repute should be furnished along with their bids for evaluating the above financial criteria. In case where the audited results of the preceding financial years are not available, certified financial statements from a practicing Chartered Accountant will be also be considered acceptable.

In the certificates and attestations by the Chartered Accountant, UDIN (Unique Document Identification Number) shall always be mentioned therein.

iv) Bid Capacity: (The Bid Capacity shall be stipulated complying to IOM No NEEPCO/D (Tech)/Gen-2/3324-28 dtd. 10-01-2013 of O/O Director (Tech) and based on Clause No. 3.3.6(iii) (e) of Manual of Procurement of Works (Updated June, 2022) issued by Deptt. of Expenditure, Ministry of Finance, Govt. of India.)

The available Bid Capacity of the Bidder at the time of submission of Bid, calculated as under should not be less than the estimated cost of the work put to tender:

$$\text{Bid Capacity} = A \times N \times 1.5 - B$$

Where,

A= Indexed value of maximum value of works executed (in an ongoing or completed project) in any one year during last 5 years, keeping index of inflation as 6% (compounded annually) for calculating 'A' at present Price Level.

N = Completion time of the proposed work in years.

B = Value at current price level of existing commitments and on-going works (as on the latest date for bid submission) to be completed in next "N" years.

Bid capacity shall be assessed at the time of submission of Techno-commercial Bid. **Bidders shall calculate their Bid Capacity as per the stipulated formula and get it certified by the Chartered Accountant with UDIN (Unique Document Identification Number) and submit along with their Bid.**

Complete Audited Annual Reports along with Audited Balance Sheets, Profit and Loss Account & detailed Schedule and other financial statements for the preceding 5(five) financial years, ending 31st March of the previous Financial Year, along with Letter of adequacy and commitment from their Bankers/ Financial Institutions of International repute should be furnished along with their bids for evaluating the above financial criteria. In case where the audited results of the preceding financial years are not available, certified financial statements from a practicing Chartered Accountant will be also be considered acceptable.

- Part II - Instruction to Bidders
- Part-III -Conditions of Contract and with relevant Appendices
- Part IV - Draft Contract Agreement and Security Forms
- Volume 2 - Information for Bidders / Project Profile
- Volume 3 - Technical Specifications
  - Part I - General Technical Specifications
  - Part II - Particular Technical Specifications
- (For Consultancy job, 'Technical Specifications' is generally termed as 'Terms of Reference')***
- Volume 4 - Tender Drawings
- Volume 5 - Tender Forms and Data Sheets
- Volume 6 - Bill of Quantities and connected forms.

## **9 CLARIFICATION OF BIDDING DOCUMENTS:**

- i) Before the opening of bids, the Corporation may modify the bid documents by issuing Addenda/Corrigenda.
- ii) Any Addendum/Corrigendum thus issued shall form part of the bid documents and shall be communicated in writing or by cable/facsimile/e-mail to all bidders.

- iii) The Corporation may extend the date of submission and opening of bids by issuing an Addendum/Corrigendum, if required, which shall form part of the bid documents.
- iv) Bidders may seek clarification, if any on the Detailed Bid Document. Such request for clarification/queries shall be submitted in writing and transmitted by post / fax/ e-mail at the NEEPCO's mailing address: .... (email address of the tendering authority shall be specified) or shall be submitted online in the e-procurement portal .....(name of the e-tender portal)....., which is not later than 15(fifteen) days before the latest date of submission of Bids Bids (This is indicative only, suitable period may be considered by the tendering authority depending upon the nature of tender). If the query of any bidder is not addressed by Tendering Authority 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. Purchaser's response/clarification/reply to such queries (but without identifying the source of inquiry) shall be hoisted in the e-procurement portal .....(name of the e-tender portal).....and NEEPCO website [www.neepco.co.in](http://www.neepco.co.in) not later than 7(seven) days before the latest date of submission of Bids (This is indicative only, suitable period may be considered by the tendering authority depending upon the nature of tender).
- v) Any modification of the Detailed Bid Document listed in Clause-8 above, which may become necessary and/or required to be incorporated as a result of the purchaser's response to Bidder's queries, shall be made by the Corporation exclusively through the issue of an addendum/corrigendum pursuant to Clause-9(i), 9(ii) and 9(iii) above.

## **C PREPARATION OF BIDS**

### **10 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 Purchaser shall be in English only. Supporting documents and printed literature that are part of the Application 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) Bids must contain name and places of business of the person or persons making the bid.
- c) 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.

- d) 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.
- e) 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.
- f) Satisfactory evidence of authority of the person(s) signing on behalf of the Bidder shall invariably be furnished with the bid.
- g) The Bidder's name stated on the proposal shall be the exact legal name of the company/firm.
- h) Erasures or other changes in the Detailed 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.

## **11 DOCUMENTS COMPRISING THE BID:**

### **11.1 Techno-Commercial bid**

- (i) The bidder shall submit the following documents / information along with their bid as Volume 5, failing which the bid shall be treated as incomplete and non-responsive.
  - A Bid Form
  - B Warranty Form
  - C Bid Security Form
  - D Power of Attorney Form
  - E Joint-Venture Agreement Form (Wherever applicable)
  - F Undertaking by the Parent /Holding Company (Wherever applicable)
  - G Parent/Holding Company Agreement (Wherever applicable)
  - H Undertaking by Sub-contractor (Wherever applicable)
  - I Joint Deed of undertaking by Bidder and sub-contractor (Wherever applicable)
  - J Undertaking for Bidders who are registered as Micro/ Small Enterprises (Wherever applicable)
  - K Declaration/ Undertaking regarding applicability of Startups under Startup India initiative (Wherever applicable)
  - L Declaration of Bidder covering Clause 3(A), Part-II, Vol-1 of Bid Document
  - M Declaration of Bidder covering Clause 3(B), Part-II, Vol-1 of Bid document
  - N Documents for verification of local content, as per Clause 4(ix) (VI), Part-II, Vol-1 of Bid Document
  - O Certificate regarding Compliance, as per Clause 4(x) (IV), Part-II, Vol-1 of Bid Document

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- P Process Compliance Form for Reverse Auction
- Q Data Sheets: (Indicative only. The data sheets shall be job specific)
1. Technical and Supervisory Personnel Proposed for this work
  2. Equipment Capabilities
  3. Equipment Mobilisation/ Demobilisation Schedule
  4. Financial Data sheet
  5. Proposed Site Organisation
  6. Construction Programme
  7. Construction Methodology
  8. Confirmation of Site Visit and Project Appreciation by Bidder (Site visit may be mandatory or advisory depending on the nature of work)
  9. Description of quality assurance at site
  10. Description of safety planning at site
  11. Description of environmental protection planning
  12. Source of Material
  13. Additional / Supplemental Information.
  14. Pending litigation, if any during last 5(Five) years prior to the latest date of submission of Bid.
  15. Check List
- R Integrity Pact Form: (Applicable for works with estimated value of Rs. 50 Crores and above)
- S Documents in support of Qualifying requirement stipulated in NIB.
- T Proof of payment made i.e. e-receipt of money paid towards Bid fee.
- U All other information/data required to be submitted by Bidder in accordance with Instruction to Bidders and the Addenda, including all supporting documentation, which the Bidder wishes to submit as part of his Techno-commercial Bid.
- (ii) The documents/ information listed under Volume-5 shall be filled in without exception, subject to extensions thereof in the same format.
- (iii) The bidder must submit, in an envelope superscribed as 'Qualifying Requirement', the authenticated supporting documents for Qualifying Requirements, as required as per Notice Inviting Bids, along with the Techno-Commercial Bid duly signed by the bidder. Otherwise, the Techno-Commercial Bid shall not be considered for further evaluation. In this event, Bid Security shall be returned to the bidder along with the Bid.
- iv) INTEGRITY PACT (provision will be applicable for works with estimated value of Rs. 50 Crores and above)
- (a) All the Bidders shall enter into an Integrity Pact with the Owner at the time of submission of Techno-Commercial Bids. For this, the Owner has appointed the following two persons, who each shall act as an Independent External Monitor

(IEM) for overseeing the compliance of obligations by the parties under the Integrity Pact. The Contact Addresses of IEM are as under:

- (i) Name, address and phone/mobile numbers of appointed IEM shall be indicated.
- ii) Name, address and phone/mobile numbers of appointed IEM shall be indicated.

*(the names of IEM appointed from time to time by the corporation should be confirmed from Corporate C & P Wing)*

- (b) Bidder shall compulsorily submit two original copies 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. Bid submitted without this Pact shall be rejected. The names and other details of the Independent External Monitors are given in relevant Clause of NIB. One original copy of the Pact, duly signed by the Owner, 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 will 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 with successful bidder.

- (v) No material relating to Price Bid shall be included in the Techno-Commercial Bid.
- (vi) Duly signed and sealed on each and every page of original Bid Documents (all volumes).

## 11.2 Price Bid

- (i) Price Bid shall contain the following forms. Bidder must complete the same provided under Volume-6 in all respect in accordance with the Instruction to Bidders, terms and conditions of the bid.

Form A: Bill of Quantities

Form B: Data Sheets:

### 1. Disbursement Schedule (Cash Flow)

The Bidders shall submit, alongwith their Price Bids, cash flow statements, based on requirement of funds to match the Progressive Milestones and Targets for the work. The Corporation shall critically monitor both the Physical as well as Financial Targets. Shortfalls, if any, in the targets shall be immediately rectified by the Contractor by supplementing his resources, leading to increase in the progress, so as to achieve targets as per schedule.

The Bidders shall pay special attention towards achieving critical Milestones on Schedule, so as to ensure completion of the work of (....Name of work....) in all respect in time.

### 2. Schedule for taxes, duties, levies, cess etc.

3. Break Down of selected unit Price (Rates)

- (ii) Documents / information as above shall be signed and sealed in all pages without exception by the bidder.

**12 BID PRICES:**

- i) The Contract is for the whole Works, as described in Sub-Clause 1(i), based on the priced Bill of Quantities as submitted by the bidder.
- ii) The bidder shall quote rates and prices for all items of the Works as described in the Bill of Quantities (Volume-6, Form-A). Items for which no rate or price is entered by the bidder will not be paid for by the Corporation when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. The bidder shall give the break-up of the quoted rates and prices of the specified BOQ items, as per the format given and listed under Data Sheet-3, Volume-6.
- iii) The quantities indicated in the Bill of Quantities shall be treated as approximate only and for comparing Bids. The Contractor shall execute the whole of the work as per Specifications and direction of the Engineer-in-Charge irrespective of any quantity variation, at the rates entered in the Bill of Quantities, subject to the provisions of Clause 29 (iii), Part-III (Conditions of Contract), Vol-1 of Bid document; and rates of other items to be regulated by Clause 33, Part-III (Conditions of Contract), Vol-1 of Bid document, wherever applicable.
- iv) The rates quoted by the bidder shall be inclusive of all applicable Indian and Non-Indian Taxes, Duties, Levies, Monopolies, Mahal Charges, Royalties, Octroi, Cess, etc. that may be leviable by Government or any other agency unless otherwise specifically mentioned herein or for any other cause as on the date 28 (twenty eight) days prior to the latest date for submission of bids, subject to Clause No. 61 (Part-III of Conditions of Contract), Vol-1 of Bid Document. The Contractor shall be liable to pay all Indian and Non-Indian taxes, duties, cess, levies etc. assessed against him 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.
- v) The bidders shall indicate the particulars of all applicable taxes, duties, levies, cess etc. as on the date 28 (twenty eight) days prior to the latest date for submission of bids, considered/included in their quoted rates separately in Data Sheet-2 (Schedule for taxes, duties, levies, cess etc.) of Vol-6 of Bid Document.
- vi) The rates quoted shall be inclusive of total liability (i.e. Contractor's as well as Corporation's) of Service Tax on the said Works Contract. In case there is any Service Tax liability on the part of the Corporation on reverse charge basis, the same shall be recovered from the bills of the contractor following the valuation method available to the Corporation under the relevant Rules to ascertain the value of service portion of works contract.
- vii) The rates and prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, as provided in Clause-74 of the Conditions of Contract.

(This clause shall be applicable to the contracts having the provision of price adjustment only).

**13 CURRENCIES OF BID AND PAYMENT:**

- (i) The bidders shall quote the unit rates and prices in the currency of their Country or any preferred currency. The Bid price shall be converted to a common currency (Indian Rupee) at the exchange rate prevailing 28 (twenty eight) days prior to latest date of bid submission. The exchange rate shall be of Bills Selling rate of State Bank of India, Main Branch, Sansad Marg, New Delhi-11001, India. However, payment shall be made in Indian Currency (INR) and/or any preferred foreign currency in compliance with the relevant guidelines of concerned Funding Agency, if applicable. (Relevant to ICB tender)
- (ii) The unit rates and prices shall be quoted by the bidder entirely in Indian Currency (INR) and payment shall be made in Indian Currency (INR). (Relevant to DCB tender)

**14 PAYMENT PROCEDURE:**

(Refer Clause No:-52, 53 & 54 of Conditions of Contract)

**15 BID VALIDITY:**

- i) Bids shall remain valid for a period of 90 (ninety) days from the date of opening of Techno-Commercial Bids.
- ii) The Corporation may request the bidders to extend the period of validity 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 will not be required or permitted to otherwise modify its bid, but will be required to extend the validity of Bid Security/Earnest Money Deposit for the period of the extension, and in compliance with Clause-16 below in all respects.

**16 BID SECURITY/ EARNEST MONEY DEPOSIT:**

- i) A bidder shall furnish, along with, his bid, a Bid Security/ Earnest Money Deposit (EMD) in Indian Currency or equivalent US \$, for the amount as specified in the Notice Inviting Bid.
- ii) The Bid Security/EMD shall be in the form of a Bank Guarantee (including e- Bank Guarantee) from a Nationalised/Scheduled bank located in the country of the Corporation 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/ EMD provided under Volume 5, Form C and shall remain valid at least 90 (ninety) days from the date of opening of Techno-Commercial Bids and 45 days thereafter from the date set for opening of Techno-Commercial Bids. If any further



extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation.

Alternatively, the Bidder shall submit the Bid Security/EMD in the form of account payee Demand Draft, Insurance Surety Bond or payment online also. The Demand Draft should be drawn on Nationalised Bank/Scheduled bank only located in the country of the Corporation in favour of NEEPCO Ltd. payable at .... (location to be specified by the tender authority).....

During payment of EMD 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: ....
- b) Name of Beneficiary's Account: .....
- c) Bank A/c No: ....
- d) Type of A/c: ...
- e) IFS Code: ...

- iii) In case of Bid submitted by a Joint Venture/ Consortium, Joint-Venture/Consortium or the Lead partner of the Joint Venture/ Consortium or the partners in the proportion of their participation share in the Joint Venture/ Consortium shall submit Bid Security/EMD favouring NEEPCO Ltd.
- iv) Any bid not accompanied by an acceptable Bid Security/EMD in prescribed format shall be rejected by the Corporation.
- v) Release of Bid Security/ EMD:
  - a) The Bid Security/EMD 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. It should be returned within 30(thirty) days of declaration of result of first stage i.e. Techno-commercial evaluation.
  - b) The Bid Security/EMD of the Bidders other than L-1 Bidder, will be returned within 30(thirty) days from the date of issue of Letter of Intent (LOI) to the successful Bidder.
- vi) The Bid Security/EMD of the successful bidder (L-1 Bidder) will be discharged when the bidder has furnished the required Performance Security (Initial Security Deposit) and after acceptance of the ISD/ CPG, as specified in the Conditions of Contract and has signed the Contract Agreement.
- vii) Forfeiture of Bid Security/EMD:

The Bid Security/EMD may be forfeited;

  - a) if the bidder withdraws his bid 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 27(ii) hereunder, during bidding process; or

- c) if the bidder does not accept the correction of the bid price, pursuant to Clause-25.3 (iii) hereunder; or
- d) in the case of successful bidder, if the bidder fails within the specified time limit to
  - sign the Contract Agreement; or
  - furnish the required Initial Security Deposit.
- vii) No interest will be payable on the above Bid Security and its extension.

**17 CHECK LIST:**

The bidder shall submit give a complete Check List of documents/ in the prescribed format provided under Tender Forms & Data Sheets, enclosed with his bid in the covering pages for respective Volume to be submitted 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.

**18 FORMAT AND SIGNING OF BID:**

- i) The bidder shall prepare 1 (one) original and 3 (three) copies of the documents comprising the bid, as described in Clause 11 of Instruction to Bidders. In the event of discrepancy between them, the original shall prevail.
- ii) The original and all copies of the bid shall be typed or written in ink and shall be signed by a person or persons duly authorised to sign on behalf of the bidder. Each and every page of the bid along with all amendments (if any) shall be initialled and sealed by the person or persons signing the bid.
- iii) The bid shall contain no alterations or additions, except those to comply with instruction issued by the Corporation, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled and sealed by the person or persons signing the bid.

**D SUBMISSION OF BIDS**

**19 TWO ENVELOPE PROCEDURE:**

- (i) Bids shall be submitted in two separate envelopes, each to be sealed and clearly marked as

Envelope No. 1 (Techno-Commercial Bid for ..... (Name of work) .....) and

Envelope No. 2 (Price Bid for ..... (Name of work) .....) respectively.

The Envelope No. 1 must contain all documents listed under Clause 11.1 above and the Envelope No. 2 must contain all the documents listed under Clause 11.2 above. Both the Envelopes shall be contained in a larger sealed envelope marked as “.....(Name of work) .....”).

**The Bidder shall seal the original and each copy of the bid in separate larger envelopes, duly marking these envelopes as “ORIGINAL” or “COPY” respectively.**

- (ii) The inner and outer envelopes shall;
  - a) be addressed to the Corporation at the address mentioned below :  
To,  
The Executive Director (Contracts & Procurement),  
North Eastern Electric Power Corporation Limited,  
Brookland Compound, Lower New Colony,  
Shillong, Meghalaya, India,  
Pin Code: 793 003.
  - b) bear the name and identification number of the Contract as defined in the Notice Inviting Bids.
- iii) In addition to the identification, as described above, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, in case it is declared late, pursuant to Clause 21 hereunder.
- iv) If the envelopes are not sealed and marked as above, the Corporation will assume no responsibility for the misplacement or premature opening of the bid.
- v) No material relating to any Techno-Commercial matters shall be included in the Price Bid. All pages and any corrections, if any, on Envelope 2 shall be signed by the Bidder.

[In case of submission of bid in online mode of tendering on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>), the following provision may be stipulated under this Clause as under:

- (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-I (NIB) of Bid Document. Bidder shall submit their financial 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 9.1, Part-I(NIB), Vol-1 of Bid document shall compulsorily be submitted physically/ off line. ]

## **20 DEADLINE FOR SUBMISSION OF BIDS:**

- i) The larger sealed envelopes containing Envelope No. 1 (Techno-Commercial Bid) and Envelope No. 2: (Price Bid) shall reach to the Corporation at the address specified above prior to the closing time and date specified in the Notice Inviting Bid.

- ii) The Corporation may extend the date for submission and opening of bids by issuing a corrigendum an amendment in accordance with Clause-9 above and the bidders shall comply with this.
- iii) In case of submission of bid in online mode of tendering, 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 Corporation 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.

The documents received by the Corporation in offline mode as specified at Clause 9.1, Part-I(NIB), Vol-1 of Bid document after the stipulated date and time will be returned unopened to the Bidder and his online Bid will not be considered for evaluation.

## **21 LATE BIDS:**

Any bid received by the Corporation after the stipulated date and time will be returned unopened to the bidder.

## **E OPENING AND EVALUATION**

### **22 BID OPENING:**

- i) All bidders' Techno-Commercial Bids will be opened at the Corporation's Office at the address as given at Clause 19 (ii) a) above on the date and at the time stated in the Notice Inviting Bids in presence of bidders or their authorized representatives who choose to attend, and who shall sign a register to confirm their attendance. The Price Bids will not be opened at this time. The Price Bids will be set aside for consideration after the Techno-Commercial bids have been evaluated. The Priced Bids shall be opened after the Techno-commercial Bids are found to be acceptable. The Priced Bids of those Bidders whose Techno-commercial Bids are found to be not acceptable shall be returned unopened immediately alongwith the original Bid Security.
- ii) At the opening of the Techno-Commercial Bids, the bidders' names, presence or absence of Bid Security and such other details as the Corporation may consider appropriate, will be announced by the Corporation.

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

### **24 CLARIFICATION OF BIDS:**

To assist in the examination, evaluation, and comparison of bids, the Corporation may, at its discretion, ask any bidder for clarification of their bid. The request for clarification and the response shall be in writing or by cable/ facsimile/e-mail, but no change in the price or substance of the bid shall be sought, offered, or permitted.

## **25 EVALUATION AND COMPARISON OF BIDS:**

### **25.1 General**

- i) The bids will be evaluated by the Corporation to ascertain the lowest evaluated Price Bid, which is technically and commercially acceptable to the Corporation, for the complete scope of the proposal as detailed in the bidding documents.

- 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 evaluated and accepted shall be opened and considered for evaluation.

- iii) If the bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded or appears to be unusually low in relation to the Corporation's estimate of the items of work to be performed and services to be rendered under the Contract, the Corporation may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities, (Volume-6, Form-A) to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. If after review of the analysis submitted by the bidder reasonable doubts persist as to whether the required goods and works can be procured at the rates offered and if this is reasonably expected to pose a considerable risk to the performance of the contract, the bid in question shall be excluded.
- iv) In case the tendered work is to be executed through external funding, the procedure for tender evaluation shall be generally in accordance with the procurement guidelines of, and as requested by the financing organization.
- v) If the work is awarded with exceptionally high rate items, then NEEPCO reserves the right to restrict the exceptionally high rate only to the respective BOQ quantity. For quantity in excess of the BOQ, the rate shall be derived as per actual execution. The exceptionally high rate may be justified by the Engineer-in-Charge on the basis of estimate, rates quoted by other bidders.

### **25.2 Part I: Evaluation of Techno-Commercial Bids.**

#### **25.2.1 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 acceptability
- 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 EMD, Qualifying Requirements, other Forms and Data Sheets, the original Bid Documents etc.

- i) 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 Owner. 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 substantial way, the scope, prices, quality, quantity or completion schedule of work or which limits, in any substantial way, the responsibilities of the bidder or any right of the Corporation as required in these specifications and documents or whose rectification would unfairly affect the competitive positions of other bidders presenting substantially responsive bids. The Corporation 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 Corporation's determination of bid's responsiveness shall be based on the contents of the bid itself, without resorting to any intrinsic /extrinsic evidences.

- iii) As the programme for bid evaluation is necessarily short, the Corporation shall not accept any obligation to request clarifications or substantiating information after bids have been submitted, although the Corporation 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.
- iv) 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 acceptability.**

- 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 and establishment of site installations and for the punctual completion of the whole works,
  - Arrangements for the logistic support of the construction site, and the Contractor's safety and environmental procedures.
  - Technical and financial qualifying requirements

- iii) The basis for the techno-commercial evaluation of bids will be principally the information and data provided by bidders as specified in the Data Sheets in Volume 5, 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 of ( ... Name of work....) and, which, the Bidder deems necessary to clarify or support his Techno-Commercial Bid, to execute the work as a whole.

These data sheets are to be submitted by individual company/firm, or each member of a Joint-Venture/ Consortium.

(Indicative only. The data sheets shall be job specific).

- a. Bidders' appreciation of the Project – Data Sheet 8.
- b. Equipment lists and capabilities – Data Sheet 2
- c. Proposed site Organization and supervisory procedures including technical & supervisory personnel – Data Sheet 1& 5.
- d. Construction programmes – Data Sheet 6.
- e. Construction methodology- Data Sheet 7.
- f. Quality control Organization and procedures – Data Sheet 11.
- g. Safety procedures – Data Sheet 12.
- h. Environmental protection plan and procedures- Data Sheet 13.

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

Item a) above should consist of a report on the bidder's appreciation 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 e) should 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 work as a whole.

Item f) should 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 respective chapters of the Technical Specifications.

Item g) should 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 Technical Specifications.

Item h) must give details of the bidder's proposed environmental protection plan and procedures, and in particular must 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 Project and the protection of the Project area.
- A description of the bidder's proposal for complying with these regulations and with the environmental obligations as set out in the Technical Specifications.
- 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 work,
  - ★ 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 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.

#### **25.2.2 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 Corporation during pre-bid stage. Acceptability/Non-acceptability of the deviation from the Bid Conditions shall be judged by the Corporation. The deviations/additional clauses that are considered as acceptable shall only be included in the Bid Document by issuing addendum/corrigendum. The Corporation shall be the sole judge for assessment of



acceptability/non-acceptability of deviations / additional clauses and the decision of the Corporation 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.

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

- (i) 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, are fully covered.
- (ii) To ensure that all material submitted is complete in all respects but also concise, and to avoid including material of marginal relevance or importance.
- (iii) 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.

### **25.3 Part-II: Evaluation of Price Bid**

- i) Comparison of the Price Bids will be made only for the bids of those bidders, whose techno-commercial submissions satisfy the Corporation that they will carry out the works in accordance with the specifications and have taken fully into account in preparing their bids all those particular aspects of the project which could affect the progress of work and their tendered costs. The Corporation will examine the price bids to determine whether they are complete, whether computational errors have been made, whether the documents have been properly signed, whether all the Bill of Quantities, and currency and price adjustment requirements have been filled up as per the formats provided in the bid documents and whether the Price Bids are generally in order.
- ii) The Price Bids shall be evaluated considering the following factors :
  - a) Total Quoted Price for the entire scope.
  - b) Unconditional discount / rebate, if any. Such discount shall be in percentage basis to be made applicable on the total quoted price and uniformly distributed to the individual item rates.
- iii) The quoted prices and rates shall be examined arithmetically. Arithmetical errors in Price Bids shall be rectified in the manner indicated below so as to arrive at a corrected total quoted price.

If, on checking, differences are found between the rates given by the bidder, in words and figures or in amounts worked out by him, the following procedure shall be followed:

  - a) Where there is difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the bidder, shall be taken as correct.
  - b) Where the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figures or in words, then the rates quoted by the bidder in words shall be taken as correct.

- c) Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the bidder shall be taken as correct and not the amount.

**iv) CONSULTANCY JOB: FINAL EVALUATION OF SCORE OBTAINED (The instant provision is applicable for selection of Consultant when made on Quality and cost Based Selection (QCBS) method. In that case, relevant Clauses (viz. Clause 3.9 & 6.9.2) of the Manual for Procurement of Consultancy & other Services (Updated June, 2022) issued by DoE, MoF may be referred.)**

The weight to quality to Cost 70:30 (say). The consultant with highest combined score will be considered for award of the contract after negotiations (if any).

The highest evaluated Technical proposal (Thigh) is given the maximum technical score (St) of 100.

The formula for determining the Technical Scores (St) of all other proposal is as under:

$S_t = 100 \times T / T_{high}$ , in which “St” is the Technical Score, “Thigh” is the Highest Technical marks and “T” is the evaluated Technical marks of the proposal under consideration.

The lowest evaluated Financial proposal (Flow) is given the maximum financial score (Sf) of 100.

The formula for determining the Financial Scores (Sf) of all other proposal is as under:

$S_f = 100 \times F_{low} / F$ , in which “Sf” is the Financial Score, “Flow” is the lowest evaluated price and “F” is the evaluated bid price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) proposals are

T= 0.70 and P= 0.30

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T= the weight given to the technical proposal; P= the weight given to the Financial proposal; T+P=1) as following:

$S = S_t \times 0.70 + S_f \times 0.30$ .

The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser scores as H-2, H-3 etc. The proposal with highest combined score ranked as H-1 shall be the best received and eligible bid for consideration for award of the contract after negotiations (If any). In the event two or more bids have the same combined score in final ranking, then the bid with highest technical score will be H-1.

**(In case of selection of Consultant, the Tendering Authority, while drafting the Bid document for Consultancy & Other Services may refer Manual for Procurement of**

**Consultancy & other Services (Updated June, 2022) issued by DoE, MoF for type of Contracts, Evaluation methodology whether selection of the Consultant is based on Lowest Cost Selection (LCS), Quality and Cost Based Selection (QCBS), L1 Evaluated Price, etc.)**

### 25.3.1 REVERSE AUCTION:

**(Note:** *The decision to conduct a tender with or without Reverse Auction shall rest with the tendering authority based on guiding principles as stipulated in Ministry of Power's Notification No. 7/12/2014-Fin Dated 11<sup>th</sup> June 2015 (Annexure-A). As per the said notification, it had been advised for adoption of total e-procurement and e-RA process in the tendering process from the perspective of transparency, speed, non-discrimination, competitive price discovery, accountability and security, which are the hallmarks of any tendering process. The MoP under the said notification has inter-alia advised for certain guiding principles as mentioned below in regards to e-Reverse Auction:*

- (i) *Price discovery through Reverse Auction /e-RA process should be resorted to in respect of all those project packages where bid selection criteria is L1 evaluated price.*
- (ii) *The e-RA should be used as a strategic tool rather than applying it in a routine pre-mediated manner. The Board of Directors/Governing Body of the respective organizations should lay down the rules/threshold values /qualifying criteria etc. for application of e-RA.*

*Accordingly, Circular No. 2 Dated 04-09-2017 was issued by GM(C), i/c C&P (Annexure-B) by stating the following for information and necessary compliance by all concerned:*

- (a) *e- Reverse Auction shall be conducted for all tenders irrespective of tender values where bid selection criteria is L1 evaluated price.*
- (b) *However, the tendering authority shall reserve the right to finalise a tender as per quoted price in the bid offered by bidders without conducting reverse auction with due record of the reasons for not conducting the reverse bidding.*

*In view of above, when it is required/ decided by the Tendering Authority to conduct a tender with e-Reverse Auction, then the instant clause on e-Reverse Auction shall be adopted in the Bid document. This Note shall be referred as a guidance for stipulating the instant clause on e-Reverse Auction in the Bid document, which shall not be reproduced in the Bid document.)*

- (i) The tender will be finalized through Tender Cum Auction i.e. through the tender followed by reverse auction in the e-tender portal of NEEPCO at <https://etenders.gov.in>. The Reverse Auction will be conducted amongst the technically qualified bidders after Opening of Financial Bids with the following conditions:
  - (a) RA shall be conducted in INR only.
  - (b) RA shall be conducted only when there is atleast 3(three) techno-commercially qualified bidders, wherein the bidder quoting the highest price (H-1 bidder) among

- the techno commercially qualified bidders in the initial price bid shall be excluded from participating in the RA.
- (c) In case of numbers of Techno-Commercially qualified bidders being less than 3 (three), the L1 bidder becomes eligible for award at its quoted Price.
- (ii) There will be no participation fees for Auction as conducted in Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>). The Instructions for Bidders for e-Reverse Auction is given at **APPENDIX-C** of this Part.
- (iii) Bidders shall furnish the process compliance form (**PROCESS COMPLIANCE FORM for Reverse Auction**) provided under Tender Forms & Data Sheets of Bid Document) along with the techno commercial bid in their letter head.
- (iv) It is solely at the discretion of bidder to participate in the auction. If a bidder is not interested to participate in the auction, then financial price bid submitted by bidder will normally be considered as final.
- (v) The techno-commercially qualified bidders who are eligible for participation in the Reverse Auction, but does not participate in Reverse Auction process, their original quoted price shall be considered as final.
- (vi) If a bidder does not want to quote any price below the starting/ceiling price during RA, their “Logged In” during RA itself shall be considered as Participation and their original quoted price shall be considered as final.
- (vii) The following procedure shall be adopted for the RA:
- 1) It shall be Purchaser/Owner’s discretion to use the Lowest Evaluated Price already evaluated amongst the Price Bids or any other price as the opening /starting/ base Price in RA.  
If the L1 Price is taken as opening /starting/ base price for conducting the RA, then for the purpose of convenience, the L1 price shall be corrected to nearest lower multiple of 100.
  - 2) Decrement value shall be 0.5% of the starting price, corrected to nearest multiple of 100.
  - 3) The lowest Price quoted by a bidder while concluding the RA shall be considered as the Lowest Bid. The lowest Price quoted by the bidder shall be called the Lowest Bidder / Auction Winner.
  - 4) The percentage decrease of the lowest Price quoted by the Auction Winner with respect to the price quoted by the same bidder in his original Price Bid shall be effected on each rates of items quoted by the Auction Winner in the BOQ of his original Price Bid.
- (viii) After completion of reverse auction, the Lowest Bidder has to e-mail the duly signed filled in prescribed format of Price Confirmation (**Annexure-1 of APPENDIX-C** of this Part) along with Price Break-up, if any confirming the price quoted within 24 hours of auction without fail.
- (ix) If no bid is received during reverse auction within the specified time duration of the online RA, the original price quoted by the bidders in Price Bids shall be evaluated for award to the lowest bidder.

- (x) If the L1 bidder as per original price Bid does not participate in the e-RA, then the L1 price received during the reverse auction shall be considered for evaluation and award.
- (xi) The Prices quoted in the e-RA shall be the total price for all BOQ items as described in the BOQ of the Bid Document.
- (xii) The Purchaser/Owner reserves the right to award the contract as per Purchaser's discretion irrespective of the live Auction Rank.

## 25.4 Order of Precedence

The various documents comprising the Bid document shall be considered, as explanatory to each other and in case of conflict between them, the following order of precedence shall prevail:

- a) Conditions of Contract
- b) Technical Specifications
- c) Tender Drawings
- d) Bill of Quantities
- e) Instructions to Bidders, Tender forms & Data Sheets
- f) Information for Bidders
- g) Any other accepted document forming part of the contract.

## 25.5 Currency of Bid Evaluation

- i) Bids shall be evaluated in Indian Currency in accordance with Sub-clause 13 (i).

## F AWARD OF CONTRACT

### 26 AWARD CRITERIA:

- (i) The Work shall be awarded to the bidder offering the lowest evaluated bid, who meets the eligibility/ qualification criteria and techno-commercial aspects, in conformity with the requirements of the bid documents, provided that the bidder is determined to be able to perform this work satisfactorily. The Corporation shall be the sole judge in this regard. The Notice of Award of the Work will be made in writing to the successful bidder by the Corporation.
- (ii) If the rates/ prices quoted by the successful bidder for certain items of the Bill of Quantities are found to be abnormally high or low in relation to the estimated cost, then NEEPCO may require the Bidder to produce detailed rate/ price analysis of its bid price for any or all items of the Bill of Quantities, to determine the internal consistency of these rates/prices with the Construction Method and Schedule proposed. After evaluation of the rates/prices analysis, and explanation given by the bidder, NEEPCO reserves the right to declare rates of such items as Abnormally High Rate (AHR) / Abnormally Low Rate (ALR). In the event of existence of ALR then NEEPCO may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect NEEPCO against financial loss in the event of default by the Contractor under the Contract, if award is placed on recommended bidder.

Items whose rates are identified as Abnormally High Rate (AHR) shall not be taken as reference to evaluate rates of extra, substituted items etc.

- (iii) 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 Turnover evaluated under respective Clause of Detail NIB will be considered as lower than the other.

## **26.1 Award Criteria relevant for Consultancy Job:**

As mentioned at FINAL EVALUATION OF SCORE OBTAINED above, the work shall be awarded to the Bidder securing the highest final score in conformity with the requirements of the Detailed Bid Document, provided that the Bidder is determined to be able to perform this work satisfactorily. The Letter of Intent (L.O.I.) for the work will be issued online in e-tendering portal and or by Fax / E- Mail / Registered Letter to the successful Bidder by the Owner.

## **27 CORPORATION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

- i) Notwithstanding Clause 26, the Corporation 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, 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 Corporation's action.

The bidding process may be cancelled if

- The responsive bids substantially exceed the budget;
- The Techno-Commercial bases of the procurement have changed materially prior to the award, or
- The rates of the bid are obviously and clearly unreasonably high.
- When none of the bids is substantially responsive to the requirements of the Bid documents.
- None of the techno-Commercial bids meets the minimum qualifying requirements of bidders.
- In case, the bidder, whose bids has been found to be the lowest evaluated 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 Corporation requires the Bidders/Contractors under this Contract observe the highest standard of Ethics during the procurement and execution of this Contract. Accordingly, the Corporation:
- (a) will reject the proposal for Award of Work if he determines that the Bidder recommended for award has 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 he, 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 Corporation 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 Corporation, 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 Corporation 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 Corporation, 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) The documents/information submitted by bidder may be verified by the officials of the Corporation 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 Corporation shall have full rights to cancel his Bid, suspend the bidder from participating in future tenders of the Corporation for a period of 2 (two) years from the date of issue of notice of such suspension by the Corporation and terminate the Contract, if awarded.
- 28 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**
- (i) The Bidder whose Bid has been accepted for award, subject to reservations, will be informed by the Corporation by issuing Letter of Intent (L.O.I.) within the validity period of the Bid through registered letter/ facsimile/ e-mail. The date of commencement of work shall be .... (to be specified). The LOI shall be treated as Notification for commencement of work. The Detailed Work Order (DWO) shall be issued through Fax / E- Mail / Registered Letter after acceptance of the Letter of Intent by the successful bidder. The Detailed Work Order (DWO) will follow unconditional acceptance of the above LOI by the Bidder. The Detailed Work Order shall state the Contract Sum, the scope of the work, the terms and conditions, time of completion etc., finally arrived at after conducting negotiation (if any).
- (ii) The Detailed Work Order will constitute the formation of the Contract, subject to the successful Bidder furnishing Initial Security Deposit in accordance with Clause 29 (Security Deposit) hereunder and signing the Contract Agreement as per prescribed

format (**Appendix-D**, Vol-1, Part-II) of this Part for the performance of the work as specified under Clause 28 (iii). Until a formal Contract Agreement is executed, the LOI, DWO read in conjunction with Bid Documents will constitute a binding Contract between the Contractor and the Purchaser.

- (iii) The Contract Agreement will incorporate the NIB, Detailed Bid Document and its Corrigenda (if any), and all Agreements between the Corporation and the successful bidder. Within 21 (twenty one) days from the date of issue of Detailed Work Order, the Contract Agreement shall be signed by the successful Bidder and the Corporation in the Office of the Tendering authority of NEEPCO.

## **29 SECURITY DEPOSIT:**

- (i) Within 21(twenty one) days from the date of issue of the LOI, the successful bidder shall for due performance of the Contract, deposit to the Corporation an Initial Security Deposit (ISD) equivalent to the amount of Bid Security/EMD, in the form of Bank Guarantee (including e- Bank Guarantee) as per the prescribed form provided under Volume-1, Part-IV. On submission and acceptance of Initial Security Deposit in prescribed format and after signing of the Contract Agreement between the Corporation and the successful Bidder, the Bid Security/Earnest Money Deposit shall be returned.

In case Subsidiary company gets qualified and awarded the work package, the Parent company will be required to furnish an additional Performance Bank Guarantee as per Clause No. 6.5 of NIB, of value equivalent to 1.5% (one point five percent) of the Contract Sum, in addition to Initial Security Deposit (ISD) to be submitted by the Subsidiary company to the Owner besides entering into a separate Agreement in the requisite Format provided in the Bid Document.

Alternatively, the Bidder may submit the ISD including additional Performance Bank Guarantee in the form of account payee Demand Draft, Insurance Surety Bond or online payment also. The Demand Draft should be drawn on Nationalised Bank/Scheduled bank only located in the country of the Corporation in favour of NEEPCO Ltd. payable at.....(location to be specified by the tender authority).....

During payment of EMD 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: ....  
b) Name of Beneficiary's Account: .....  
c) Bank A/c No: ....  
d) Type of A/c: ...  
e) IFS Code: ...
- (ii) The Initial Security Deposit shall be issued at the Bidder's option, by a Nationalized Bank/Scheduled Bank located in the country of the Corporation or a Non-Nationalized Bank to be confirmed by any of the Nationalized Bank in India. In case of Bank Guarantee issued by a Foreign Bank, the same shall be confirmed by the State Bank of India, London Branch or State Bank of India, New Delhi Main Branch.

In case of Joint-Venture/Consortium, all the partners shall have to submit the ISD individually, aggregating to the ISD amount. The value of individual guarantees submitted shall correspond to each partner's share in the Joint-Venture/Consortium provided



however, such individual guarantees shall collectively be deemed to be one ISD for the purpose of the Contract.

- (iii) Bank Guarantees against the ISD including additional Performance Bank Guarantee shall be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including the Defect Liability Period (DLP). No interest shall be payable to the Contractor by the Corporation against the ISD.
- (iv) The cost of complying with the requirements of this Clause shall be borne by the Contractor.
- (v) The Security Deposit, being 10% (The value has been reduced to 3% of the value of the contract till 31-03-2023 as per MOF, DOE O.M No. 9/4/2020-PPD Dtd. 12-11-2020 & 30-12-2021) of the total value of the work actually executed including escalation, if any, shall be retained from payments to the Contractor as stipulated in the Conditions of Contract.

**30 ADVANCE PAYMENT AND SECURITY:**

Shall be regulated by relevant Clause of the Conditions of Contract

**31 CHANGES IN CONSTITUTION:**

Where the Contractor for the work is a Partnership firm, Private Limited or Public Limited Company or a Joint Venture, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid, shall likewise be obtained before the Contractor enters into any Partnership, which would have the right to carry out the work undertaken by the Contractor. If prior approval as aforesaid is not obtained, action will be taken as per Clause No. 23 of Conditions of Contract of Detailed Bid Document.

**32 ERECTION OF PLANT AND EQUIPMENT:**

- i) The successful Contractor shall make arrangements and at own cost for import of erection equipments (if any) required for execution of work and any taxes, duties, levies and any incidental etc. whatsoever shall be borne by the Contractor.

**33 MATERIALS:**

- i) General:

The Corporation will not issue any material such as reinforcement and/or structural steel, cement, P.O.L. etc., except explosives for execution of the work. The Contractor shall make his own arrangements for all materials, consumables etc. for incorporation and for completion of the works, within his quoted rates.

Specification and Quality of Cement shall be as per design requirement. Strength and other requirements including composition must conform to relevant BIS stipulations. Procurement of Cement shall be made by the contractor from reputed manufacturers/ authorized dealers only who fulfil all the codal requirements in manufacture of cement.

Steel of indigenous make required for the works as per design specifications shall be purchased by the contractor from SAIL, TISCO, IISCO and RINL or their equivalent only.

Prior and timely action shall be taken by the Contractor to procure steel materials from these manufacturers, by placing their requirements to them well in advance, so that the same can be included in the rolling programme of the manufacturers and made available as per requirement at their Stockyards. For bulk requirements of steel materials spread over a period of time, efforts shall be made by the contractor to draw Memorandum of Understanding (MOU) with these manufacturers for timely supply of materials. In case of non-availability of steel materials with these manufacturers, procurement may be resorted to from other reputed manufacturers / authorized re-rollers of SAIL, TISCO, IISCO and RINL or their equivalent, who possess BIS registration and maintain all relevant BIS standards in manufacturing, only with prior permission of the Owner. Before taking any procurement action from manufacturers other than SAIL, TISCO, IISCO and RINL, the credentials of such manufacturers, their past experience in manufacture/supply, quality of products manufactured by them, details of BIS Registration etc. shall be submitted by the Contractor to the Engineer-in-charge who, on being satisfied of their credentials and performance, shall accord approval to the same. However, a certificate shall have to be obtained from SAIL, TISCO, IISCO and RINL regarding non-availability of materials with them from an Officer not below the rank of Branch Manager. Only in extreme and emergent situations and on case-to-case basis, strictly indicating the quantity of steel material required but not available with SAIL, TISCO, IISCO and RINL, procurement from other reputed manufacturers/ re-rollers of SAIL, TISCO, IISCO and RINL shall be resorted to. No blanket approval for procurement from such manufactures will be accorded by the Engineer-in-charge.

All cement and steel shall be of tested quality conforming to BIS Specifications. For cement, reinforcement and structural steel, the Contractor shall submit the manufacturer's test certificate for each consignment of material procured by him. The Owner reserves the right to ascertain the quality of the materials and, if necessary, test the materials prior to use/incorporation in the works as per the field quality plan to be approved by the Owner. The cost of testing including the related cost of transportation of materials etc. shall be borne by the Contractor.

The Contractor has to ensure availability of adequate quantity of materials at site. He shall keep sufficient stock of cement, steel, and P.O.L. at site at any point of time, when the work is in progress, excluding what has already been incorporated in the works, so that any disruption or delay in availability of these materials during procurement will not affect the progress of work at site. Unless otherwise instructed by the Engineer-in-Charge, the minimum quantity of such materials in stock at site shall not be less than the quantities as indicated below:

Material	Minimum Quantity in Contractor's Store at site at any point of time
Cement	Requirement for next one Month
Steel	Requirement for next three Months

The Contractor shall ensure proper storage of materials to the satisfaction of the Engineer-in-Charge, and has to make the necessary protective and covered storage facility at site without any extra cost to the Owner. Cement shall be stored in dry, leak proof and weather proof enclosed sheds. Steel shall be stored off the ground by at least 150mm and protected by suitable cover or as directed by Engineer-in-Charge. The Contractor shall plan and make arrangement well in advance for ensuring availability of

materials to be supplied by him for the work as per schedule. No claim, whatsoever, or time extension shall be entertained by the Owner for any delay on account of non-availability of materials (to be supplied by the Contractor).

ii) Explosives:

Explosives shall be issued to the Contractor at the following rates:

a) Class II Emulsion Explosives (25 mm, 32 mm, 40 mm & 50 mm)	:	INR ...../ Kg.
b) LDD- 3 Meter	:	INR ...../ No.
c) LDD- 5 Meter	:	INR ...../ No.
d) Electric Detonator (ED)	:	INR ...../ No.
e) Ordinary Detonator (OD)	:	INR ...../ No.
f) Safety Fuse (per coil- 10/15 Meter)	:	INR ...../ No.
g) Detonating Cord	:	INR ...../ No.
h) Non-Electric Detonator (NED)	:	INR ...../ No.

For details please refer to the relevant Clause under Part-III: Conditions of Contract of Volume-I of the Bid Documents.

iii) **Compliance of Public Procurement Policy for Micro and Small Enterprises (MSE) 2012:**

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, enclosed at **Annexure-I** of this Part of Bid document) to be procured exclusively from MSEs. Accordingly, the bidder/ bidders to whom this contract shall be awarded shall procure the required items included in the list of 358 items exclusively from MSEs.

The bidder/ bidders to whom the contract shall be awarded shall procure minimum of 25% of the required goods/ services from MSEs including 4% from MSEs owned by SC/ST entrepreneurs and 3% from MSEs owned by women. In the event of failure of such MSEs owned by SC/ST entrepreneurs and women, 4% & 3% sub-target for procurement from MSEs owned by SC/ST entrepreneurs & women shall be met from other MSEs.

A compliance report to the above attaching documentary evidence shall be submitted to the Engineer-in-Charge quarterly. If such mandatory procurement could not be complied with, reason for the same shall be indicated in the report.

**34 POWER SUPPLY:**

The Contractor, within his quoted rates, shall make his own arrangement for supply of power to meet the requirement for execution of the work. The Contractor shall install, operate and maintain electrical distribution systems for power distribution through out his working site and temporary facilities. However, in case NEEPCO can make these facilities available, the rate of per unit of such electricity consumption shall be finalized by NEEPCO for recovery from the Contractor, which shall be binding upon the Contractor.

Non-availability of power would not entitle the Contractor to make any claim, whatsoever, for time extension or extra payment.

**35 FOREST ROYALTY:**

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

**36 CONTRACTOR'S WORK PROGRAMME:**

Within 15 (fifteen) days of the date of issue of LOI, the Contractor shall submit to the Corporation the Work Programme indicating the sequence of various activities and the order of procedure in which he proposes to carry out the awarded work along with the following mobilization Schedules in support of his planning to complete the awarded work in all respect within the specified time of completion for approval by the Owner:

- (i) Work Programme indicating the sequence of various activities and the order of procedure in which he proposes to carry out the awarded work ;
- (ii) Mobilisation Schedule of manpower ;
- (iii) Mobilisation schedule of plants & equipment ;
- (iv) Mobilisation schedule of materials required for the job indicating the source.

The above programme and schedule approved by the Owner shall be used as base document for contract management.

**37 LOCAL REPRESENTATION:**

- (i) Foreign bidders, if they have a local representative in India, shall indicate in their bids, under a separate covering letter, 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. If the foreign bidders have no representative in India, they should indicate in their bid the service facilities they intend to provide in India. The following information shall be furnished by the foreign bidder in their bid:-

- a) The precise relationship between the foreign bidder and his Indian Agent.
- b) The mutual interest which the foreign bidder and the Indian Agent have in the businesses of each other.
- c) Any payment which the Indian Agent receives in India or abroad from the foreign bidder, whether as a commission for the Contract or as a general retainer fee.
- d) Indian Agent's Income Tax Permanent Account Number.
- e) Foreign Bidder's Income Tax Permanent Account Number.
- f) All services to be rendered by the Indian Agent whether of general nature or in relation to the particular Contract.

- (ii) Indian Agent's commission, if any (to be included in the bid price), shall be indicated separately, but as a part of the bid price and the same will be paid only in equivalent Indian Rupees. Indian Agent's commission, if any, will not be subject to any escalation whatsoever, and will be payable on pro-rata basis, alongwith the base Contract price payments. To effect such payments, the Indian Agent's Commission will be on the basis

of market exchange rates (State Bank of India D.D Market Exchange Buying rate) as on the date of notice of the award to the successful bidder. The Indian Agent commission will be governed by the latest Government of India circulars in this regard.

**38 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. Account No.:
6. City/Town:
7. Fax No.:
8. Telephone No.:
9. E-mail address:

**39 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](http://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 project 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
- vii) District wise Probable Max. Precipitation

#### **40 CONTRACTOR'S PERFORMANCE FEEDBACK SYSTEM (CPFS)/ SUPPLIER EVALUATION PROCESS:**

**(This system shall be applicable for major Works/Supplies Contract and accordingly, applicability thereof in a tender should be decided by the Tendering Authority on case to case basis)**

**40.1** CPFS / Supplier evaluation process to have a data system on performance of the contractor working / executing a works/supply contract to enable to assess performance track record of the contractor's/supplier's capabilities to take up new projects in the same sector / nature of works /supplies shall be carried out through a Checklist covering 5(five) different areas / parameters viz. Financial Management, Progress Management, Quality Management, Environment Health & Safety Management and Claims & Disputes Management to review the performance of the contractor/ supplier for Works/ Supplies Contract as per **APPENDIX-E** so that the issue of contractors taking up their work beyond their financial bandwidth could be addressed and/ or to improve supplier performance and also to make decision of supplier selection in next tendering process.

**40.2** The salient features of the Supplier Evaluation process as given in the foot note of the said Checklist is given as under:

- Where the contractor/supplier is executing the works /supplies Contract, the respective Procuring/ Executing Authorities shall fill-up the fulfillment/achievement (in %) of Performance Parameters/Indicators whether "YES/NO" along with Remarks, in respect of achievement of Performance Parameters/Indicators, including Performance Evaluation thereof through "PERFORMANCE GRADING" i.e. whether "Excellent/ Very Good/ Good/ Satisfactory/ Poor", based on merit of actual fulfillment/achievement of above mentioned Performance Parameters/ Indicators by the contractor/supplier.
- The Procuring / Executing Authorities may seek necessary data/ information/ justifications from the respective contractor/supplier, whenever required to carry out Supplier performance evaluation process. Apart from that, to make the Supplier evaluation process complete in all respect, the Corporation reserves the right to seek any data/ information from agencies like State/Central Government, Stakeholders of Corporation, Funding agencies of the respective Project, Contractors/Suppliers other than the respective Contractor/ Supplier.
- The Supplier Evaluation Process of the Contractor/Supplier for a respective works/supplies Contract shall be carried out, in general, on yearly basis.
- If Performance Grading of a contractor/supplier is evaluated as "Unsatisfactory" for consecutive 2(two) years against a works/supplies contract, then the contractor/supplier shall be debarred from participating in the next or future tenders /tendering process of NEEPCO for a period of 2 (two) years. The said debarment from participating in the next/future tenders of NEEPCO shall be limited to such nature of packages of works/supplies, where the performance has been found as "Unsatisfactory".
- In Supplier Evaluation Process, if the performance of contractor/supplier is evaluated as "Unsatisfactory", then the Corporation reserves the right to terminate the respective contract as per the respective contract stipulations provided at Clause No. 23 of Conditions of Contract of the Bid Document.

-End -

## APPENDIX-A

### INTEGRITY PACT

#### 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-III 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 Contract has been awarded.
- 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.
- 10.4 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.
- 10.5 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.
- 10.6 The Contractor shall comply all the statutory requirements relating to Labour & Employment like Minimum Wages Act, Employees Provident Fund (EPF) & Miscellaneous Provisions Act, Employees State Insurance (ESI) Act etc. and the Principal shall monitor the same, throughout the execution of the Contract.

.....

For & on behalf of the Principal

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

.....

For & on behalf of the Bidder/Contractor

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:\_\_\_\_\_

(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 will 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 TENDER DOCUMENTS

- 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 tender 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 should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender 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 documents 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 documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents 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 should 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 documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender 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 tender documents. The details of the DD/any other 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 will be rejected.

- 5) Bidders are requested to note that they should 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 BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ 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 BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should 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 document 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 tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents 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 tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 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.

## APPENDIX-C

### **Instructions for Bidders :: e-Reverse Auction as conducted in Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>).**

- 1.0 Tender Cum Auction is a combination of Tender Followed by Auction (Reverse Auction). It is also called as eRA.
- 2.0 In eRA, Tendering process will be followed as per the instructions given in NIT/Tender Documents. Subsequently, after Opening of Financial/Price Bids' online, Reverse Auction will be conducted amongst techno-commercially qualified / approved bidders excluding the Highest (H1) bidder as per bid provisions given at Clause 25.3.1 (REVERSE AUCTION) of ITB of Bid document. The Reverse Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction.
- 3.0 Only such bidders - who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse Auction, excluding the H1 bidder.
- 4.0 After opening of the price (financial) bids and System displays L1 price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price or any other price as decided by the Procuring entity, procuring entity will create Reverse Auction and publish the same.
- 5.0 The Techno-commercially qualified bidders, excluding the Highest (H1) bidder will receive Auction information through SMS & e-mail. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction). It allows bidders multiple opportunities to offer a price.
- 6.0 Procedure in submission of bids by the bidders during Reverse auction online.
  - 6.1 Bidders shall login using their login ID & Password and then using DSC.
  - 6.2 Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified.
  - 6.3 For participating in Live Auction,
    - Click on Live Auction Button.
    - Click on View button to participate in interested Auction.
    - There is List of qualified Lots in which Bidder can participate against selected Auction. Click on Hammer Icon to participate in the respective lot.
    - On clicking Hammer Icon, system will show Start price, decremental price and Current price against lot. Current Price is appears as Blank in case no bidder has offered price.

- Enter your Price in 'My Auction Price' with minimum decrement or in multiples of decremental value up to above Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.
- System will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted.

7.0 Terms and conditions for Reverse Auction are as follows:

- 7.1 Reverse Auction will be initiated after opening of price bids. The schedule of Reverse Auction shall be intimated to the bidders by the system through their registered email and SMS to mobile number.
- 7.2 Only those bidders whose price bid has been opened by the Tender Inviting Authority shall be eligible to participate in Reverse Auction process, excluding the H1 bidder.
- 7.3 Bidders are advised to read the 'Reverse Auction terms and conditions' details of Reverse Auction event carefully, before auction event.
- 7.4 Reverse Auction can be held in two ways as indicated in the tender either on the Total overall cost of items/works or on Item wise/ Lot wise as the case may specific to the NIB.
- 7.5 The 'Starting price' i.e. Start price and bid decrement price (0.5% to 1% of starting price) for Reverse Auction will be decided by the Tender Inviting Authority.
- 7.6 Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

7.6.1 Current Bid Price in the Auction.

7.6.2 Start Price.

7.6.3 Decrement value.

7.7 The bidding direction in case of Reverse Auction is downward.

7.8 In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %.

For ex : Current price :- Rs. 49,000 Decrement value :- Rs. 1000 System Defined Maximum Seal % :- 50, in this case a bidder can quote minimum decrement amount as  $Rs\ 49,000 - 1000 = Rs.\ 48,000$  and maximum decrement amount is  $49000 - 24500 - 1000 = 23500 = 24000^*$  .

This continues as an iterative process

7.9 The system will not disclose the name of the L1 bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Reverse auction process.



- 7.10 There shall be no communication between the Tender inviting Authority and bidders and among bidders.
- 7.11 Bidders only see the lowest bid during Reverse auction. At no point of time will any bidder see the name of other bidders or the prices of bidders other than the lowest bid.
- 7.12 After the completion of the online reverse auction, all bidders who have participated in Reverse will see the L1 price in Auction and further processing will be done by Tender Inviting Authority.
- 7.13 In case of no participation by techno-commercially qualified bidders in Reverse Auction, the Tender price bids received during tender will be processed.
- 7.14 In case of auction on total value of items/works, the successful bidder may be required to submit a letter for price confirmation (as per format given below as Annexure-1) and rates of individual items/works within 24(Twenty Four) Hours after completion of Reverse Auction event, besides sending the same by registered post / courier to the tender inviting authority.
- 1) Any variation between the final bid value during RA and that in the confirmatory letter forwarded will be advised to re-work and submit. In the event of failure by the bidder to submit, that **will be considered as sabotaging the tender process and will invite disqualification of the bidder to conduct business with NEEPCO as per prevailing procedure.**
- 7.16 Server time shall be the basis of Start Time and Closing time for bidding and shall be binding for all.
- 7.17 All electronic bids submitted during the reverse auction process shall be legally binding on the bidder.
- 7.18 The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.
- 7.19 The last successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.
- 7.20 If a bidder does not submit bid in the Reverse Auction, the price quoted by them in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse Auction or the price quoted in the price bid, whichever is lower.
- 7.21 In case of disruption of service at the service provider's end while the Reverse Auction is live due to any technical snag or otherwise attributable to the system failure at the server end, Tender Inviting Authority in consultation with Application Administrator may decide to extend auction if required as per system malfunction procedure displayed in the home page of the website. In this case, the status quo of Auction will be maintained prior to failure and process would continue from that point onwards.

- 8.0 Post auction procedure: The Tender Inviting Authority will proceed with the Lowest Bid in the Reverse Auction for further processing.
- 9.0 Schedule for Reverse Auction: The Reverse Auction schedule will be intimated later on through e-mail and SMS after opening the price bid.
- 10.0 Auction extension time: If a bidder places a bid in the last 5 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, for the entire auction from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 5 minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 5 minutes. In case, there is no bid in the last 5 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till .....times extension is given during Reverse Auction. All bidders, regardless of their previous position, can submit their bid during the extension period also.
- 11.0 Bidding currency and unit of measurement: Bidding will be conducted in Indian Rupees as indicated in the tender.
- 12.0 Validity of bids: Price shall be valid for a period as defined in the bid document. These shall not be subjected to any change whatsoever.
- 13.0 Bidders' bid will be taken as an offer to execute the work (or to award supply of the item) as per NIB no. {.....} dt. {.....}. Bids once made by the bidder, cannot be cancelled / withdrawn and bidder shall be bound to execute as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, action shall be initiated as per the tender terms and conditions.
- 14.0 The Tender Inviting Authority decision on award of contract shall be final and binding on all the Bidders.
- 15.0 The Tender Inviting Authority reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 16.0 The Tender Inviting Authority reserves the right to suspend or pause the reverse auction, if required. In such cases, as per discretion of Tender Inviting Authority, auction may be reopened.
- 17.0 The Tender Inviting Authority shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of Tender Inviting Authority shall be binding on the bidders.

- 18.0 Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and the organisation is not responsible for such eventualities.
- 19.0 Other terms and conditions shall be as per tender.
- 19.1 Bidder shall not divulge Bids or any other exclusive details of the organisation to any other party. If the Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action will be taken against such bidders as per banning procedure of the organisation.
- 19.2 Tender price bid (s) means the price bid (s) received during tendering for the items/work/services.
- 19.3 Auction closing price bid means the lowest online price bid received after the completion of Reverse Auction.
- 19.4 NEEPCO shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- 19.5 Other terms and conditions shall be as per the techno-commercial offers and other correspondences /final confirmation against the NIB.
- 19.6 Bidders have to submit the PROCESS COMPLIANCE FORM in the prescribed format given in Tender Forms and Data Sheets of the Bid document.

**Annexure-1**

**Price Confirmation  
(In Company's Letter Head)**

**To,**  
**...(Name & address of the tendering authority).....**

**Sub: Final price quoted during reverse auction against NIB No.....Dtd.....**

**Ref: 1. Reverse Auction dt. ....**

**2. Our Offer No. \_\_\_\_\_ Dated ..... Against NIB No. ....**

Dear Sir,

We confirm that we have quoted.....( ..... in words).....) as our final price for total quantity /scope of tender during the Reverse Auction conducted on .....

The following break up price schedules duly signed and sealed are attached herewith.

1.

Thanking you and looking forward to the valuable order from NEEPCO.

Yours sincerely,

Signature

For \_\_\_\_\_

Name:

Company:

Date:

Seal:

**APPENDIX-D**

**DRAFT CONTRACT AGREEMENT FORM**  
(To Be Drawn Up In Non Judicial Stamp Paper)

This Contract Agreement is entered into this ..... day of ....., 2022 at ..... between North Eastern Electric Power Corporation Limited with registered office at Brookland Compound, Lower New Colony, Shillong-793003, Meghalaya, India, on one part (hereinafter called the 'Corporation'), which expression shall include their executors, administrators, successors and assignees, and ....., with their registered office at ....., on the other part (hereinafter called the 'Contractor'), which expression shall include their executors, administrators, successors and assignees.

Whereas the Corporation has decided to execute the work of ".....(Name of the Work/Project)....." (hereinafter called the 'Works') as mentioned, enumerated and referred to in the Notice Inviting Bids, Instruction to Bidders and Forms & Data Sheets, Conditions of Contract, Technical Specifications, and Tender Drawings, Bill of Quantities, Corrigenda and Clarifications to the NIB, if any for the work of ".....(Name of the Work) ....." (hereinafter called the 'Detailed Bid Document') issued by the Corporation and whereas the terms and conditions stipulated in the detailed Notice Inviting Bids (NIB) for the said works were further negotiated and settled between parties and whereas the Corporation did accept the bid of the Contractor and decided to award the work to the contractor for execution of the said Works.

**Now this agreement witnesses and it is hereby agreed and decided as follows:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Bid Document referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (1) Notice Inviting Bids (NIB)
  - (2) Corrigendum No. (if any):
  - (3) Pre-Bid Clarification (if any):
  - (4) Letter from .....
    - (i).....
    - (ii) .....
  - (5) Letter of Intent (LOI):
  - (6) Unconditional acceptance to the LOI:
  - (7) Detailed Work Order (DWO):
  - (8) Unconditional acceptance to the DWO:
  - (9) .....
  - (10) .....
3. In consideration of the payments to be made by the Corporation to the Contractor, the Contractor hereby covenants with the Corporation to execute and complete the Works and remedy the defects therein in conformity in all respect as described in the Bid Document or which are implied therefrom or therein respectively within and at the times and in the manner and subject to the terms, conditions, stipulations and specifications mentioned in the Bid Document.

4. The Corporation hereby covenants to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed in the Bid Document.

**MEMORANDUM**

- (A) General Description of Work : -  
(B) Approximate Contract Price : -  
(C) Initial Security Deposit (ISD) : -  
(D) Security Deposit (including ISD) : -  
(E) Time of Completion : -
- 

**IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND PLACE FIRST HEREIN BEFORE MENTIONED**

Constituted Attorney for the Contractor

For & On behalf of  
North Eastern Electric Power Corporation Ltd.

Name:  
Designation:

Name:  
Designation: Designation of Signing authority  
Address:

In presence of:

(1) Signature:  
Name:  
Address:

(2) Signature:  
Name:  
Address:

## **Annexure - I**

### **List of Items Reserved for Purchase from Micro and Small Enterprises:**

#### **Sl. No. Item Description**

1. AAC/& ACSR Conductor upto 19 strands
2. Agricultural Implements
  - a. Hand Operated tools & implements
  - b. Animal driven implements
3. Air/Room Coolers
4. Aluminium builder's hardware
5. Ambulance stretcher
6. Ammeters/ohm meter/Volt meter (Electro magnetic upto Class I accuracy)
7. Anklets Web Khaki
8. Augur (Carpenters)
9. Automobile Head lights Assembly
10. Badges cloth embroidered and metals
11. Bags of all types i.e. made of leather, cotton, canvas & jute etc. including kit bags, mail bags, sleeping bags & water-proof bag
12. Bandage cloth
13. Barbed Wire
14. Basket cane (Procurement can also be made from State Forest Corpn. and State Handicrafts Corporation)
15. Bath tubs
16. Battery Charger
17. Battery Eliminator
18. Beam Scales (upto 1.5 tons)
19. Belt leather & straps
20. Bench Vices
21. Bituminous Paints
22. Blotting Paper
23. Bolts & Nuts
24. Bolts Sliding
25. Bone Meal
26. Boot Polish
27. Boots & Shoes of all types including canvas shoes
28. Bowls
29. Boxes Leather
30. Boxes made of metal
31. Braces
32. Brackets other than those used in Railways

33. Brass Wire
34. Brief Cases (other than moulded luggage)
35. Brooms
36. Brushes of all types
37. Buckets of all types
38. Button of all types
39. Candle Wax Carriage
40. Cane Valves/stock valves (for water fittings only)
41. Cans metallic (for milk & measuring)
42. Canvas Products :
  - a. Water Proof Deliver, Bags to spec. No. IS - 1422/70
  - b. Bonnet Covers & Radiators Muff. to spec. Drg. Lv 7/NSN/IA/130295
43. Capes Cotton & Woollen
44. Capes Waterproof
45. Castor Oil
46. Ceiling roses upto 15 amps
47. Centrifugal steel plate blowers
48. Centrifugal Pumps suction & delivery 150 mm. x 150 mm
49. Chaff Cutter Blade
50. Chains lashing
51. Chappals and sandals
52. Chamois Leather
53. Chokes for light fitting
54. Chrome Tanned leather (Semi-finished Buffalo & Cow)
55. Circlips
56. Claw Bars and Wires
57. Cleaning Powder
58. Clinical Thermometers
59. Cloth Covers
60. Cloth Jaconet
61. Cloth Sponge
62. Coir fibre and Coir yarn
63. Coir mattress cushions and matting
64. Coir Rope hawserlaid
65. Community Radio Receivers
66. Conduit pipes
67. Copper nail
68. Copper Napthenate
69. Copper sulphate
70. Cord Twine Maker
71. Cordage Others



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72. Corrugated Paper Board & Boxes
  73. Cotton Absorbent
  74. Cotton Belts
  75. Cotton Carriers
  76. Cotton Cases
  77. Cotton Cord Twine
  78. Cotton Hosiery
  79. Cotton Packs
  80. Cotton Pouches
  81. Cotton Ropes
  82. Cotton Singlets
  83. Cotton Sling
  84. Cotton Straps
  85. Cotton tapes and laces
  86. Cotton Wool (Non absorbent)
  87. Crates Wooden & plastic
  88. (a) Crucibles upto No. 200  
(b) Crucibles Graphite upto No. 500  
(c) Other Crucibles upto 30 kgs.
  89. Cumblies & blankets
  90. Curtains mosquito
  91. Cutters
  92. Dibutyl phthalate
  93. Diesel engines upto 15 H.P
  94. Dimethyl Phthalate
  95. Disinfectant Fluids
  96. Distribution Board upto 15 amps
  97. Domestic Electric appliances as per BIS Specifications:-
    - Toaster Electric, Elect. Iron, Hot Plates, Elect. Mixer, Grinders Room heaters & convectors and ovens
  98. Domestic (House Wiring) P.V.C. Cables and Wires (Aluminium) Conforming to the prescribed BIS Specifications and upto 10.00 mm sq. nominal cross section
  99. Drawing & Mathematical Instruments
  100. Drums & Barrels
  101. Dust Bins
  102. Dust Shield leather
  103. Dusters Cotton all types except the items required in Khadi
  104. Dyes :
    - a. Azo Dyes (Direct & Acid)
    - b. Basic Dyes
  105. Electric Call bells/buzzers/door bells
  106. Electric Soldering Iron
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107. Electric Transmission Line Hardware items like steel cross bars, cross arms clamps arching horn, brackets, etc
  108. Electronic door bell
  109. Emergency Light (Rechargeable type)
  110. Enamel Wares & Enamel Utensils
  111. Equipment camouflage Bamboo support
  112. Exhaust Muffler
  113. Expanded Metal
  114. Eyelets
  115. Film Polythene - including wide width film
  116. Film spools & cans
  117. Fire Extinguishers (wall type)
  118. Foot Powder
  119. French polish
  120. Funnels
  121. Fuse Cut outs
  122. Fuse Unit
  123. Garments (excluding supply from Indian Ordnance Factories)
  124. Gas mantels
  125. Gauze cloth
  126. Gauze surgical all types
  127. Ghamellas (Tasllas)
  128. Glass Ampules
  129. Glass & Pressed Wares
  130. Glue
  131. Grease Nipples & Grease guns
  132. Gun cases
  133. Gun Metal Bushes
  134. Gumtape
  135. Hand drawn carts of all types
  136. Hand gloves of all types
  137. Hand Lamps Railways
  138. Hand numbering machine
  139. Hand pounded Rice (polished and unpolished)
  140. Hand presses
  141. Hand Pump
  142. Hand Tools of all types
  143. Handles wooden and bamboo (Procurement can also be made from State Forest Corpn. and State Handicrafts Corporation)
  144. Harness Leather
  145. Hasps & Staples

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|------|--|
| 146. | Haver Sacks  |
| 147. | Helmet Non-Metallic  |
| 148. | Hide and country leather of all types                                      |
| 149. | Hinges   |
| 150. | Hob nails  |
| 151. | Holdall  |
| 152. | Honey  |
| 153. | Horse and Mule Shoes   |
| 154. | Hydraulic Jacks below 30 ton capacity                                      |
| 155. | Insecticides Dust and Sprayers (Manual only)                               |
| 156. | Invalid wheeled chairs.  |
| 157. | Invertor domestic type upto 5 kvA  |
| 158. | Iron (dhobi)   |
| 159. | Key board wooden   |
| 160. | Kit Boxes  |
| 161. | Kodali   |
| 162. | Lace leather   |
| 163. | Lamp holders   |
| 164. | Lamp signal  |
| 165. | Lanterns Posts & bodies  |
| 166. | Lanyard  |
| 167. | Latex foam sponge  |
| 168. | Lathies  |
| 169. | Letter Boxes   |
| 170. | Lighting Arresters - upto 22 kv  |
| 171. | Link Clip  |
| 172. | Linseed Oil  |
| 173. | Lint Plain   |
| 174. | Lockers  |
| 175. | Lubricators  |
| 176. | L.T. Porcelain KITKAT & Fuse Grips   |
| 177. | Machine Screws   |
| 178. | Magnesium Sulphate   |
| 179. | Mallet Wooden  |
| 180. | Manhole covers   |
| 181. | Measuring Tapes and Sticks   |
| 182. | Metal clad switches (upto 30 Amps)   |
| 183. | Metal Polish   |
| 184. | Metallic containers and drums other than N.E.C. (Not elsewhere classified) |
| 185. | Metric weights   |
| 186. | Microscope for normal medical use  |

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- 187. Miniature bulbs (for torches only)
  - 188. M.S. Tie Bars
  - 189. Nail Cutters
  - 190. Naphthalene Balls
  - 191. Newar
  - 192. Nickel Sulphate
  - 193. Nylon Stocking
  - 194. Nylon Tapes and Laces
  - 195. Oil Bound Distemper
  - 196. Oil Stoves (Wick stoves only)
  - 197. Pad locks of all types
  - 198. Paint remover
  - 199. Palma Rosa Oil
  - 200. Palmgur
  - 201. Pans Lavatory Flush
  - 202. Paper conversion products, paper bags, envelopes, Ice-cream cup, paper cup and saucers & paper Plates
  - 203. Paper Tapes (Gummed)
  - 204. Pappads
  - 205. Pickles & Chutney
  - 206. Piles fabric
  - 207. Pillows
  - 208. Plaster of Paris
  - 209. Plastic Blow Moulded Containers upto 20 litre excluding Poly Ethylene Terphthalate (PET) Containers
  - 210. Plastic cane
  - 211. Playing Cards
  - 212. Plugs & Sockets electric upto 15 Amp
  - 213. Polythene bags
  - 214. Polythene Pipes
  - 215. Post Picket (Wooden)
  - 216. Postal Lead seals
  - 217. Potassium Nitrate
  - 218. Pouches
  - 219. Pressure Die Casting upto 0.75 kg
  - 220. Privy Pans
  - 221. Pulley Wire
  - 222. PVC footwears
  - 223. PVC pipes upto 110 mm
  - 224. PVC Insulated Aluminium Cables (upto 120 sq. mm) (ISS:694)
  - 225. Quilts, Razais

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|------|---|
| 226. | Rags  |
| 227. | Railway Carriage light fittings   |
| 228. | Rakes Ballast   |
| 229. | Razors  |
| 230. | RCC Pipes upto 1200 mm. dia   |
| 231. | RCC Poles Prestressed   |
| 232. | Rivets of all types   |
| 233. | Rolling Shutters  |
| 234. | Roof light Fittings   |
| 235. | Rubber Balloons   |
| 236. | Rubber Cord   |
| 237. | Rubber Hoses (Unbranded)  |
| 238. | Rubber Tubing (Excluding braided tubing)                                    |
| 239. | Rubberised Garments Cap and Caps etc.                                       |
| 240. | Rust/Scale Removing composition   |
| 241. | Safe meat & milk  |
| 242. | Safety matches  |
| 243. | Safety Pins (and other similar products like paper pins, staples pins etc.) |
| 244. | Sanitary Plumbing fittings  |
| 245. | Sanitary Towels   |
| 246. | Scientific Laboratory glasswares (Barring sophisticated items)              |
| 247. | Scissors cutting (ordinary)   |
| 248. | Screws of all types including High Tensile                                  |
| 249. | Sheep skin all types  |
| 250. | Shellac   |
| 251. | Shoe laces  |
| 252. | Shovels   |
| 253. | Sign Boards painted   |
| 254. | Silk ribbon   |
| 255. | Silk Webbing  |
| 256. | Skiboots & shoes  |
| 257. | Sluice Valves   |
| 258. | Snapfastner (Excluding 4 pcs. ones)   |
| 259. | Soap Carbolic   |
| 260. | Soap Curd   |
| 261. | Soap Liquid   |
| 262. | Soap Soft   |
| 263. | Soap washing or laundry soap  |
| 264. | Soap Yellow   |
| 265. | Socket/pipes  |
| 266. | Sodium Nitrate  |

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- 267. Sodium Silicate
  - 268. Sole leather
  - 269. Spectacle frames
  - 270. Spiked boot
  - 271. Sports shoes made out of leather (for all Sports games)
  - 272. Squirrel Cage Induction Motors upto and including 100 KW440 volts 3 phase
  - 273. Stapling machine
  - 274. Steel Almirah
  - 275. Steel beds stead
  - 276. Steel Chair
  - 277. Steel desks
  - 278. Steel racks/shelf
  - 279. Steel stools
  - 280. Steel trunks
  - 281. Steel wool
  - 282. Steel & aluminium windows and ventilators
  - 283. Stockinet
  - 284. Stone and stone quarry rollers
  - 285. Stoneware jars
  - 286. Stranded Wire
  - 287. Street light fittings
  - 288. Student Microscope
  - 289. Studs (excluding high tensile)
  - 290. Surgical Gloves (Except Plastic)
  - 291. Table knives (Excluding Cutlery)
  - 292. Tack Metallic
  - 293. Taps
  - 294. Tarpaulins
  - 295. Teak fabricated round blocks
  - 296. Tent Poles
  - 297. Tentage Civil/Military & Salitah Jute for Tentage
  - 298. Textiles manufacturers other than N.E.C. (not elsewhere classified)
  - 299. Tiles
  - 300. Tin Boxes for postage stamp
  - 301. Tin can unprinted upto 4 gallons capacity (other than can O.T.S.)
  - 302. Tin Mess
  - 303. Tip Boots
  - 304. Toggle Switches
  - 305. Toilet Rolls
  - 306. Transformer type welding sets conforming to IS:1291/75 (upto 600 amps)
  - 307. Transistor Radio upto 3 band

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- 308. Transistorised Insulation - Testers
  - 309. Trays
  - 310. Trays for postal use
  - 311. Trolley
  - 312. Trollies - drinking water
  - 313. Tubular Poles
  - 314. Tyres & Tubes (Cycles)
  - 315. Umbrellas
  - 316. Utensils all types
  - 317. Valves Metallic
  - 318. Varnish Black Japan
  - 319. Voltage Stabilisers including C.V.T's
  - 320. Washers all types
  - 321. Water Proof Covers
  - 322. Water Proof paper
  - 323. Water tanks upto 15,000 litres capacity
  - 324. Wax sealing
  - 325. Waxed paper
  - 326. Weighing Scale
  - 327. Welded Wiremesh
  - 328. Wheel barrows
  - 329. Whistle
  - 330. Wicks cotton
  - 331. Wing Shield Wipers (Arms & Blades only)
  - 332. Wire brushes and Fibre Brushes
  - 333. Wire Fencing & Fittings
  - 334. Wire nails and Horse shoe nails
  - 335. Wire nettings of gauze thicker than 100 mesh size
  - 336. Wood Wool
  - 337. Wooden ammunition boxes
  - 338. Wooden Boards
  - 339. Wooden Box for Stamps
  - 340. Wooden Boxes and Cases N.E.C. (Not elsewhere classified)
  - 341. Wooden Chairs
  - 342. Wooden Flush Door Shutters
  - 343. Wooden packing cases all sizes
  - 344. Wooden pins
  - 345. Wooden plugs
  - 346. Wooden shelves
  - 347. Wooden veneers
  - 348. Woollen hosiery

349. Zinc Sulphate

350. Zip Fasteners

## List of Items Reserved for Purchase from Handicrafts Sector

<b>S. No.</b>	<b>Item Description</b>	<b>Source of Supply</b>
351.	Cane Furniture	North Eastern Handicrafts & Handlooms Development Corporation Assam Govt. Marketing Corpn. Craft Society of Manipur Nagaland Handicrafts & Handlooms Development Corporation.
352.	Bamboo file tray, Baskets, Pencil stand, side racks etc.	-do-
353.	Artistic Wooden Furniture	Rajasthan Small Industries Corpn., U.P. Export Corporation
354.	Wooden paper weight, racks etc.	- do -
355.	Glass covers made of wood and Grass jute	- do -
356.	Jute furniture	West Bengal Handicrafts Dev. Corp. Jute mfg. Development Corporation Orissa State Handicrafts Dev. Corpn.
357.	Jute bags, file cover	- do -
358.	Woolen & silk carpets	U.P. Export Corporation J & K Sale & Export Corporation





**APPENDIX-E**

**: CHECKLIST FOR SUPPLIER EVALUATION PROCESS :**

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
Ratings Scored 1-2-3-4-5						
(1)	(2)	(3)	(4)	(5)	(6)	
1	Financial Management		20		Rating of Financial Management = (Total of all ratings scored x 20)/ 35	
1.1	Whether there is any provision for providing Mobilization Advance/Advance to the Contractor? If so, have all the installments of the said Advance been availed by the Contractor and when?				(Prorated to 20 marks)	

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
Ratings Scored 1-2-3-4-5						
(1)	(2)	(3)	(4)	(5)	(6)	
1.2	After receipt of the Mobilisation Advance/ Advance, whether the actual Mobilization done by the contractor matching with the approved Mobilisation Schedule, which is supposed to be submitted by the Contractor prior to release of said Advance? If no, reasons thereof may be provided including stating what are the areas of shortfall.					
1.3	Whether there is any provision for providing Plant & Machinery Advance to the Contractor? If so, have such Advance been availed by the Contractor and when?					

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
				Ratings Scored 1-2-3-4-5		
(1)	(2)	(3)	(4)	(5)		(6)
1.4	Against Plant & Machinery Advance, whether Plant & Machinery of requisite capacity been brought to site and are these in working condition? If no, reasons thereof may be provided including stating whether there has been any disruption of work due to lack of good/working condition and requisite capacity of Plant & Machinery and has any action for replacement been taken by the Contractor.					
1.5	Is the contractor effecting/making payment of wages/salary to his staff and labourers/sub-contractors engaged in the work regularly? If no, reasons thereof with actions taken against the Contractor for settlement of dues of the Contractor's staff may be indicated.					

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
Ratings Scored 1-2-3-4-5						
(1)	(2)	(3)	(4)	(5)	(6)	
1.6	What is the cash flow position of the Contractor at project site? Whether any disruption of work recorded due to paucity of fund of the Contractor? If Yes, reasons thereof may be furnished along with details of impact on work.					
1.7	Whether the contractor has sought any financial assistance beyond the Contract provisions. If so, the reasons thereof for seeking such financial assistance may be furnished.					
2	Progress Management		30		Rating of Progress	

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
				Ratings Scored 1-2-3-4-5		
(1)	(2)	(3)	(4)	(5)		(6)
2.1	Has the actual mobilisation of manpower by the Contractor been done as per approved mobilisation plan? If no, shortfall in mobilization of manpower with reasoning may be indicated including the extent of shortfall in mobilisation of manpower and the likely date of completion by the contractor.					Management= (Total of all ratings scored x 30)/45  (Prorated to 30 marks)
2.2	Has the actual deployment of plant and machinery by the Contractor been done as per approved plant and machinery deployment schedule? If no, reasoning for shortfall, the extent of shortfall in deployment of plant and machinery and the likely date of completion of deployment of plant and machinery by the contractor may be indicated in the remarks.					

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
Ratings Scored 1-2-3-4-5						
(1)	(2)	(3)	(4)	(5)	(6)	
2.3	Has the Contractor taken up the work as per approved Construction /Work Programme? If no, reasons for the same may be indicated which includes, slippage of any major activities so far, are these attributable to the Contractor or to the Corporation, Contractor's adherence to the decisions taken by the Engineer-in-Charge.					
2.4	Is the Contractor fully geared up with procurement of construction materials required for the work such as cement, steel, sand, aggregates as per the procurement plan for bringing the required quantity to site in a phased manner commensurate with work? If no, reasons thereof may be indicated.					

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
Ratings Scored 1-2-3-4-5						
(1)	(2)	(3)	(4)	(5)	(6)	
2.5	Has the contractor taken up insurance policy for all works, assets brought to site and manpower as per contract provisions? If No, reasons thereof may be indicated.					
2.6	Is the contractor maintaining cordial relation with Engineer-in-Charge including with other Contractor working in the Project site and the local people surrounding Project site. If no, reasons thereof may be indicated.					
2.7	Is the Contractor complying with all statutory rules and regulations in terms of Contract Agreement including wage requirements, environmental & safety requirements? If no, reasons thereof may be indicated.					



Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
Ratings Scored 1-2-3-4-5						
(1)	(2)	(3)	(4)	(5)	(6)	
2.8	Is the Contractor paying payment towards royalty for forest product such as aggregates, sand etc. regularly? If no, reasons thereof may be indicated and how is this being sorted out in terms of Contract Agreement.					
2.9	As per the Contract terms, if certain facilities are provided to the Contractor by the Corporation, then whether these facilities are being properly utilized by the Contractor? If no, reasons thereof may be indicated.					
3	Quality Management:		25		Rating of Quality Management= (Total	

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
				Ratings Scored 1-2-3-4-5		
(1)	(2)	(3)	(4)	(5)		(6)
3.1	Has there been any deviation from the approved Construction drawings released by the Corporation, for the works executed so far. If no, reasons thereof may be indicated.					of all ratings scored x 25)/45  (Prorated to 25 marks)
3.2	Is the Contractor procuring Construction materials such as cement, steel, boulder, aggregates, sand etc. as per standards stipulated in the Technical Specifications of Contract Agreement and Whether cement/steel are taken from approved manufacturers and/or boulders/sand/aggregates from the approved quarries of the Corporation and is the quality of such materials put to use being ascertained? In case of any deviations from contract specifications, the reasons thereof may be indicated.					

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
Ratings Scored 1-2-3-4-5						
(1)	(2)	(3)	(4)	(5)	(6)	
3.3	Is the aggregate production capacity of the contractor adequate to meet the requirements of works from time to time? Have necessary batching plants been installed/established at different working fronts by the Contractor and are these in operation? If no, reasons thereof may be indicated.					
3.4	Is the flow of construction materials at site commensurate to the periodical requirements of the same at site? If no, reasons thereof may be indicated.					
3.5	Has the Contractor established field laboratory at work sites as per Terms and conditions of the Contract Agreement. If no, reasons thereof may be indicated.					

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
Ratings Scored 1-2-3-4-5						
(1)	(2)	(3)	(4)	(5)	(6)	
3.6	Is the Contractor carrying out all the necessary tests (field test as well as laboratory test) required for the works as per terms and conditions of the Contract Agreement? Is there any deficiencies in this regard so far, details thereof may be indicated.					
3.7	Has the Contractor submitted Quality Assurance Plan and has the same been approved by the Corporation. If no, reasons thereof may be indicated.					
3.8	Has the Contractor deviated from the approved Quality Assurance Plan during execution? If yes, reasons thereof may be indicated.					
3.9	Have adequate arrangements been made by the Contractor for proper storage of construction materials mainly, cement and steel? If no, reasons thereof may be indicated.					

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
Ratings Scored 1-2-3-4-5						
(1)	(2)	(3)	(4)	(5)	(6)	
4	Environment and Safety Management:		15		Rating of Environment and Safety Management = (Total of all ratings scored x 15)/15	
4.1	Whether the contractor has set up & followed necessary environmental protection plan including environmental supervisory personnel and procedures to comply with Union and State Governments' environmental regulations relevant to the construction of the Project for environmental protection as per terms and conditions of the Contract Agreement? If no, reasons thereof may be indicated.				(Prorated to 15 marks)	

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
Ratings Scored 1-2-3-4-5						
(1)	(2)	(3)	(4)	(5)	(6)	
4.2	Whether the contractor has set up & followed on site necessary safety rules and procedures and whether staff and facilities including Emergency facilities (Hospital, First Aid and Ambulances etc.) proposed for dealing with accidents and health care, in compliance with the requirements of the Technical Specifications of Contract Agreement? If no, reasons thereof may be indicated.					
4.3	Whether the contractor has made the necessary accommodation and welfare facilities for construction labour and their families, as per terms and conditions of the contract Agreement? If no, reasons thereof may be indicated.					
5	Claims and Disputes Management:		10		Rating of Claims and Disputes	

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
				Ratings Scored 1-2-3-4-5		
(1)	(2)	(3)	(4)	(5)		(6)
5.1	Whether the contractor has raised any claim with the supporting documents within the stipulated time as per the provisions of the Contract Agreement? If so, present status/details of all such claims, if any, may be indicated.					Management = (Total of all ratings scored x 10)/35  (Prorated to 10 marks)
5.2	What/how is the merit of the claims raised by the Contractor?					
5.3	Whether the Contractor is litigant in respect of solving claims/disputes?					
5.4	Whether the Contractor is co-operative in respect of solving claims/disputes?					
5.5	Whether there is any arbitration case with the Contractor, if yes, under what circumstances the contractor has invoked the Arbitration Clause? The details/records thereof may be					

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
Ratings Scored 1-2-3-4-5						
(1)	(2)	(3)	(4)	(5)	(6)	
	furnished.					
5.6	Whether the contractor has disputed with other contractor in carrying out the works? If so, details and the merit of such dispute may be furnished.					
5.7	Whether the contractor has disputed with the local people? If so, details of such dispute may be furnished.					
	Total Marks:		100			
<b>Note:</b>  (The above Performance Parameters/Indicators are indicative only and shall be used for general purpose. In every case, the above-mentioned parameters/ indicators shall be job specific, in conformity with the requirements of the contract						



Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
81% - 100 %	5					
				Ratings Scored 1-2-3-4-5		
(1)	(2)	(3)	(4)	(5)		(6)
<p>specifications. In the process of carrying out the Suppliers Evaluation process, if any performance parameters/ indicators are found to be not relevant or found redundant or any changes felt necessary in the parameters/ indicators for a works/supply contract, then those parameters/ indicators may be deleted or modified to the extent changes made. Accordingly, the calculation of “Rating” under the respective head of Financial Management / Progress Management/ Quality Management / Environment and Safety Management /Claims and Disputes Management shall be = (Total of all ratings scored under the respective head of Financial Management / Progress Management/ Quality Management / Environment and Safety Management /Claims and Disputes Management x Total maximum Marks of the respective head of Financial Management / Progress Management/ Quality Management / Environment and Safety Management /Claims and Disputes Management) / (5 x actual numbers of Performance Parameters/Indicators under the respective head of Financial Management / Progress Management/ Quality Management / Environment and Safety Management /Claims and Disputes Management. Accordingly, the Tendering Authority should take a note of this aspect, while finalizing the Checklist for applying it in a particular tender.)</p> <ul style="list-style-type: none"><li>The fulfillment/achievement of above Performance Parameters/Indicators whether “YES/NO” along with Remarks, in respect of achievement of Performance Parameters/Indicators, including Performance Evaluation thereof through “PERFORMANCE GRADING” i.e. whether "Excellent/ Very Good/ Good/Satisfactory/Poor", shall be filled-up by the respective Procuring/ Executing Authorities, where the contractor/supplier is executing the works /supplies Contract, based on merit of actual fulfillment/achievement of above mentioned Performance Parameters/ Indicators by the contractor/supplier.</li></ul>						

Sl. No.	Performance Parameters /Indicators	Yes/No, along with Remarks in respect of achievement (in %) of Performance Parameters/ Indicators	Total Maximum Marks	Performance Evaluation/ Measurement		Total Ratings Scored
				% of achievement	Point Rating	
				1% - 20 %	1	
				21% - 40 %	2	
				41% - 60 %	3	
				61 % - 80 %	4	
				81% - 100 %	5	
Ratings Scored 1-2-3-4-5						
(1)	(2)	(3)	(4)	(5)	(6)	
<ul style="list-style-type: none"><li>• The Procuring / Executing Authorities may seek necessary data/ information/ justifications from the respective contractor/supplier, whenever required to carry out Supplier performance evaluation process. Apart from that, to make the Supplier evaluation process complete in all respect, the Corporation reserves the right to seek any data/ information from agencies like State/Central Government, Stakeholders of Corporation, Funding agencies of the respective Project, Contractors/Suppliers other than the respective Contractor/ Supplier.</li><li>• The Supplier Evaluation process of the Contractor/ Supplier for a respective works/supplies Contract shall be carried out, in general, on yearly basis.</li><li>• If Performance Grading of a contractor/supplier is evaluated as "Unsatisfactory" for consecutive 2(two) years against a works/supply contract, then the contractor/supplier shall be debarred from participating in the next or future tenders /tendering process of NEEPCO for a period of 2 (two) years. The said debarment from participating in the next/future tenders of NEEPCO shall be limited to such nature of packages of works/supply, where the performance has been found as "Unsatisfactory".</li><li>• In Supplier Evaluation Process, if the performance of contractor/supplier is evaluated as "Unsatisfactory", then the Corporation reserves the right to terminate the respective contract as per the respective contract stipulations provided at Clause No. 23 of Conditions of Contract of the Bid Document.</li></ul>						

**Performance Evaluation/Assessment:**

**Final Marks Scored:**

Parameters/Indicators	Total Marks	Mars Scored	Grand Total/ Total Point Rating
Financial Management	20		
Progress Management	30		
Quality Management	25		
Environment and Safety Management	15		
Claims and Disputes Management	10		
<b>TOTAL:</b>	<b>100</b>		

**PERFORMANCE GRADING:**

Grand Total / Total Point Rating	Scale of Performance	PERFORMANCE GRADING	Tick
	81-100	Outstanding/ Excellent	
	61-80	Very Good	
	46-60	Good	
	31-45	Satisfactory	
	1-30	Below Par/ Poor/ Unsatisfactory	



Ministry of Power  
Finance Desk

New Delhi, Dated the 11<sup>th</sup> June, 2015

To

1. CMD NTPC/PGCIL/NHPC/THDCIL/NEEPCO/SJVN/PFC/REC/DVC/BPCs –  
PFCCL, RECTPL
2. Chairperson, CEA
3. DG, BEE/NPTI/CPRI

Sir(s)

I am directed to say that the principles of transparency, speed, non-discrimination, competitive price discovery, accountability and security are the hallmarks of any tendering process. The e-procurement and e-RA processes should be viewed from this perspective.

The National E-Governance Plan envisaged e-procurement implementation in mission mode. CVC has been advocating use of e-procurement and vide its order no. 46/9/2003 has accorded permissive sanction for use of e-procurement and e-RA. Further, CVC has also issued guidelines (September 2009) emphasizing security consideration in e-procurement procedure. The Standardization Testing & Quality Certification Directorate (STQC), Deptt. of Information Technology, have also prescribed detailed guidelines for certification of e-procurement platform.

Chapter 6 of GFR lays down the general rules and principles of procurement of goods and services by Govt. agencies. These rules also form the basis of evolution of procurement norms in CPSUs and other quasi-Govt. organizations. Further, the instructions issued by Department of Expenditure (30.11.2011, 30.3.2012 and 9.1.2014) stipulate:

- (i) Mandatory publication of tender inquiries on Central Procurement Portal by CPSUs/ Govt Organisations w.e.f 01.02.2012.
- (ii) Mandatory e-procurement for contracts of the value of Rs. 5 lakh and above. The threshold level to be Rs.2 lakh w.e.f 1.4.2016.
- (iii) E-procurement portal to be Tested and certified by STQC.

QC  
Issued  
13.06.2015

The existing practices/procedures followed by Power Sector CPSUs and Bid Process Co-ordinators (PFC/PFCCL and REC/RECTPL) have since been reviewed in the Ministry and summary position emerging is as follows:

- (i) The power sector CPSUs are by and large resorting to e-tendering for procurement of works and consultancy packages. However, manual submission of tender/bid documents has not been done away with completely.
- (ii) The use of e-RA for price discovery is limited; that too only by NTPC and PGCIL.
- (iii) The Bid Process Co-ordinators of TBCB (PFCCL and RECTPL) are following two-stage bidding process in manual mode, as prescribed under SBD.
- (iv) The CPSUs are resorting to two stage bidding process in far too many cases.

The coal block auctions as well as e-bid RLNG auctions concluded recently have also demonstrated the efficacy of e-procurement/e-RA.

Accordingly, the power sector CPSUs/BPCs, CEA and all other organizations/autonomous bodies are hereby advised to immediately move towards total e-procurement solutions, keeping in view the following guiding principles:-

- (i) All procurements including administrative/ housekeeping purchases/ hiring/ outsourcing etc. with estimated value of Rs. 5 lakh and above will be through e-tendering only, sans manual submission of technical and financial bids. The threshold level would stand revised to Rs. 2 lakh w.e.f. 1.4.2016.
- (ii) The bid documents should be uploaded electronically and submitted online. However, documents that are necessary to be physically examined and verified, such as Bank Guarantee, Bid Security, Power of Attorney, Integrity Pact, JV Agreements, Notarized Documents, Certificates, etc., may be submitted in physical form before the deadline for submission of bids.



- (iii) Two stage bidding process should be resorted to only for those procurements (both works and consultancy packages) where scope of work, design/technical aspects/specifications etc. cannot be frozen in-house by the CPSUs' Design/Technical wing on their own; that is, without inviting EOI/RFQ from prospective bidders. In all other cases, single stage (two-cover) bidding process should be followed.
- (iv) Price discovery through reverse bidding/e-RA process should be resorted to in respect of all those project packages where bid selection criteria is L-1 evaluated price.
- (v) The two BPCs (PFCCL and RECTPL) will switch over to e-procurement mode with price discovery taking place through e-RA for TBCB transmission projects.
- (vi) The CPSUs/BPCs may procure suitable customized e-RA software within next 3 months, as per requirement. The software must conform to STQC certification requirements. The e-procurement/e-RA software already in use by the CPSUs should be got tested and certified (if not already done) as per the certification requirements.
- (vii) The e-RA should be used as a strategic tool rather than applying it in a routine pre-meditated manner. The Board of Directors/Governing Body of the respective organizations should lay down the rules/threshold values/ qualifying criteria etc. for application of e-RA.
- (viii) The Standard Bid Document (SBD) used by the CPSUs/BPCs, should be modified quickly to enable e-procurement coupled with e-RA and got approved by the competent authority before use.

The action taken in the matter may be reported to the Ministry within a month.

This issues with the approval of MoS (I/C) Power.

Yours faithfully,

*P.K. Ravi*

(P.K. Ravi)

Deputy Secretary to the GOI

Telefax: 011-23717196





ISO 9001 & 14001  
OHSAS 18001

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड  
(भारत सरकार का उद्यम)

**NORTH EASTERN ELECTRIC POWER CORPORATION LTD.**

(A Govt. of India Enterprise)

Office of the Executive Director, Contracts and Procurement  
Brookland Compound, Lower New Colony, Shillong- 793003  
Phone No. 0364-2225547/Fax 0364-2222578; E-mail: contract\_neepco@yahoo.com  
Website: www.neepco.co.in; CIN - U40101ML1976GOI001658

Annexure - B.

**CIRCULAR No. 02**

**Dated Shillong the 04<sup>th</sup> September 2017**

As per Ministry of Power, Govt. of India guideline vide notification Dated 11<sup>th</sup> June, 2015 (Copy enclosed at **Annexure-I**), the e-procurement coupled with e-Reverse Auction is to be followed for tendering above threshold value of Rs. 2.00 lakhs w.e.f 01.04.2016. The Rules/Procedures/Terms & Conditions for conducting e- Reverse Auction has been incorporated in the Contracts and Procurement Manual - Revision-2 (March 2017).

Accordingly, e- Reverse Auction shall be conducted for all tenders irrespective of tender values where bid selection criteria is L1 evaluated price. However, the tendering authority shall reserve the right to finalise a tender as per quoted price in the bid offered by bidders without conducting reverse auction with due record of the reasons for not conducting the reverse bidding. The extract of Minutes of the 231<sup>st</sup> Board Meeting held on 21.07.2017 (Agenda No. 231.10) is attached at **Annexure-II**.

This is for kind information and for necessary compliance by all concerned.

(Saral Kr. Sarkar)  
General Manager (C), i/c (C&P)  
NEEPCO, Shillong-03.

Memo No. NEEPCO/ED/QP/C&P/F/C/GN-36/2016-17/ 677-86 Dated 04.09.2017.  
Copy to:

1. The CMD, NEEPCO, Shillong for favour of kind information please.
2. The Director (Finance), NEEPCO, Shillong for favour of kind information please.
3. The Director (Personnel), NEEPCO, Shillong for favour of kind information please.
4. The Director (Technical), NEEPCO, Shillong for favour of kind information please.
5. The Chief Vigilance Officer, NEEPCO, Shillong for favour of kind information please.
6. The Executive Director -Finance/ CPM/ Commercial/ O&M/ RE, IT & Security/ Projects (Hydro)/ D&E & MM/ S&I, NEEPCO, Shillong/Guwahati for kind information please.
7. The GM(QSHE)/ GM (Environment)/ GM(CP)/ GM(Finance), NEEPCO, Shillong for kind information please.
8. The HOP, KHEP/ DHEP/ RHEP/ AGBPP/ AGTCCPP/ TGBPP/ KaHEP/ PaHEP/ TrHEP/ MaHEP, Estate Service Shillong, NEEPCO, for kind information please.
9. The DGM(Finance)-Concurrence Cell, NEEPCO, Shillong for information please.
10. The Coordinator, NEEPCO, New Delhi/ Kolkata/ Itanagar for information please.

*Saral*  
4/9/17  
General Manager (C), i/c (C&P)



**EXTRACT OF MINUTES OF THE 231<sup>ST</sup> BOARD MEETING OF NORTH EASTERN ELECTRIC POWER CORPORATION LTD. HELD ON FRIDAY, 21<sup>ST</sup> JULY, 2017 AT THE CONFERENCE ROOM OF NEEPCO OFFICE, NEW DELHI .**

**AGENDA NO.: 231.10**

**E-TENDERING COUPLED WITH E-REVERSE AUCTION IN THE PROCUREMENT PROCESS OF NEEPCO.**

The Director (Technical) presented the agenda and explained its background. It was informed that the e-Procurement had been made mandatory by Govt. of India for enhancing transparency and fairness in tendering process and NEEPCO had accordingly adopted the e-procurement since March '2013 using the service model, developed through M/s E-procurement Technologies (ETL), Ahmedabad. Tendering for all procurement of goods & services in Corporate Contract & Procurement Department and other offices/ project sites have been carried out through e-mode only. The threshold level for e-tendering is Rs.2.00 lakhs w.e.f 01.04.2016. NEEPCO had accordingly framed the rules, procedures and terms & conditions for conducting e-RA and duly incorporated in the Contract & Procurement Manual (Revision-2) with due approval of the CMD. Such rules / procedures / terms & conditions for conducting e-RA are accordingly followed in the e-tendering/ Bid Documents. Salient feature of the e-RA process were placed before the Board.

The Board after deliberation approved the following resolution:

**RESOLUTION:**

The Board of Directors, after detail deliberation noted that the Corporation has adopted the e-procurement coupled with e-RA in its tendering and the rules/procedures/terms & conditions for conducting e-RA has been incorporated in the Contract & Procurement Manual (Revision-2) with the approval of the CMD.

The Board of Directors further noted that the e-RA is being conducted for all tenders irrespective of tender values. However, the tendering authority shall reserve the right to finalise a tender as per quoted price in initial sealed bid offered by bidders without conducting reverse auction with due record of the reasons for not conducting the reverse bidding.