

EPC Turnkey execution of Heo Hydro Electric Project
(240 MW), in Shi Yomi District, Arunachal Pradesh



ISO: 9001, 14001,
& 45001

Bid Document
Vol-I, Part-1: Short & Detail NIB



ISO: 9001, 14001,
& 45001

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

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED
(Government of India Enterprise)

मिनीरत्न : श्रेणी-I Miniratna : Category-I

एनटीपीसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी A wholly owned subsidiary of NTPC Ltd.

Office of the Executive Director, Contracts & Procurement

Brookland Compound, Lower New Colony

Shillong-793 003, Meghalaya, India

Tel. No.0364-2227784 :: E-mail: contract@neepco.co.in

Website: www.neepco.co.in, CIN-U40101ML1976GOI001658

SHORT NOTICE INVITING BIDS (E-Tender)

(INTERNATIONAL COMPETITIVE BIDDING)


NIB No. 467 Dated 27-11-2024

NEEPCO Ltd. invites online electronic bids in the e-tender portal <https://etenders.gov.in> (Tender ID: 2024_NEEPC_216656_1) from prospective bidders fulfilling the Qualifying Requirement under Single-Stage Two-Envelope bidding system through International Competitive Bidding (ICB) route for carrying out the work of "EPC Turnkey execution of Heo Hydro Electric Project (240 MW) in Shi Yomi District, Arunachal Pradesh".

For further details, the interest bidders may visit websites <https://etenders.gov.in> and www.neepco.co.in. Subsequent Corrigendum/ Addendum/ Clarifications to the tender shall be published only on the websites mentioned above. Last date for submission of bids is 25-02-2025 by 14:00 Hours.

Place: Shillong

Dated: 27-11-2024


27.11.24

Executive Director
Contracts & Procurement

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NIB No. 467 Dated 27-11-2024

DETAIL NOTICE INVITING BIDS (E-TENDER)

(INTERNATIONAL COMPETITIVE BIDDING)

FOR

EPC Turnkey execution of Heo Hydro Electric Project (240 MW) in Shi Yomi District, Arunachal Pradesh

1. North Eastern Electric Power Corporation Limited (NEEPCO Ltd.) invites online tender at e-procurement portal <https://etenders.gov.in> (Tender ID: 2024_NEEPC_216656_1) from prospective bidders fulfilling the Qualifying Requirement under Single-Stage Two-Envelope bidding system through International Competitive Bidding (ICB) route for carrying out the work of "EPC Turnkey execution of Heo Hydro Electric Project (240 MW), in Shi Yomi District, Arunachal Pradesh" at an estimated cost of INR 1061.24 Crore (including GST).

2. Scope of Works:

The scope of work under this tender covers "EPC Turnkey execution of Heo Hydro Electric Project (240 MW) in Shi Yomi District, Arunachal Pradesh".

The Scope of Works shall include but not limited to all necessary additional investigations, 3D Physical Hydraulic Model Study, Planning, Design & Engineering, construction of Civil and associated infrastructure works, supply, transportation, storage, installation, testing & commissioning of Hydro-mechanical and Electro-Mechanical Plant & Machinery leading to successful operation and performance of all the Generating Units as per Employer's Requirements including cost of all construction equipment, men, materials etc. to complete and commission the Project.

The scope includes the cost of all activities including but not limited to packing, forwarding, loading, transportation, port clearance, inland transportation and delivery at site of all equipment, materials/goods, etc. including storage. After successful completion, testing and commissioning, the Project is to be handed over to the Employer.



Bids not covering the entire scope of WORKS shall be treated as incomplete and hence liable to be rejected.

3. **Bidding Procedure:**

The Bidder shall submit Bids under Single-Stage Two-Envelope bidding system through online as follows:

Techno-Commercial Bid (Envelope No. 1): Shall contain documents in support of Qualifying Requirements and Techno-Commercial Bid.

Price Bid (Envelope No. 2): Shall contain Price Bid. Price Bids of only those Bidders who qualify in Techno-Commercial evaluation shall be opened.

4. **Time for Completion:**

The scheduled Time for Completion of Works shall be 39 (Thirty Nine) months reckoned from the date of issue of Letter of Acceptance by the Employer.

The bidders shall submit a construction programme considering Equipment planning, and mobilization of other resources so as to complete the Works within the stipulated Time for Completion.

5. **Earnest Money Deposit/ Bid Security:** Earnest Money Deposit shall be INR 10.60 Crore (Indian Rupees Ten Crore Sixty Lakh only) or Equivalent US \$ (i.e. US\$ 12,55,775) / Euro (i.e. Euro 11,92,888) etc. The EMD shall be paid /deposited as per procedure given in Part-2, Vol-I of Bid Document. Bids without or insufficient EMD shall be rejected. For conversion of US \$ / Euro etc. to INR, the exchange rate on the date of issue of NIB shall be considered.

6. **Qualifying Requirements:**

To be eligible to participate in the bidding, the prospective bidder shall meet the minimum Qualification Criteria set forth here under:

6.1 **General Qualifying Requirement:**

- (i) Bidder shall be a registered entity in their own country, who shall be either an individual or Joint-Venture/ Consortium formed for participating in this tender. In case of a Joint-Venture/ Consortium bidder, all the partners shall be registered entities, in their own country. In case of designated sub-contractors, the same shall also be registered entities. The bidder shall furnish copies of documents in support of it's registration, Company profile, copy of Memorandum of Association (MOA) of Company/Organization etc. along with the Techno-commercial bids
- (ii) Provisions of 'Public Procurement (Preference to Make in India), Order 2017, issued vide Order No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19-07-2024 of Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, 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 and any subsequent amendments shall be applicable in this tender.

- (iii) For bidders having relation with an entity incorporated, established or registered in a country which shares a land border with India, as defined in Order (Public Procurement No. 4) bearing No. F.7/10/2021-PPD(1) Dated 23-02-2023 on the subject "Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017" issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, and subsequent clarifications thereof, the provisions of this Order shall apply.

6.2 Technical Qualifying Requirement: The Period shall be considered as on last date of submission of Bids.

6.2.1 Planning, Design and Engineering:

- a) Experience in Design and Engineering of at least one completed Hydroelectric Project in preceding Twenty (20) years out of which one unit of any one project should be equal or more than 50 MW.
- b) Experience in Design and Engineering of the following major component in preceding 20 years:
- Barrage/Concrete Gravity Dam of minimum height 15 m with Radial Gates.
 - Concrete lined Tunnel with minimum finished dia. 5.0 m & minimum length 1800 m.
 - Surge Shaft of minimum diameter 8.0 m & minimum height of 50 m.
 - Pressure Shaft/Penstock of minimum diameter 2.0 m & minimum length of 100 m.
 - Surface/Sub-surface/Under Ground Power House of minimum 50 MW unit(s).

In case the bidder does not possess experience of Design and Engineering in any of the above structures, then the bidder shall be required to propose a Sub-contractor having experience as above while submitting its bid. The proposed Sub-contractor shall submit an undertaking as well as Joint Deed of Undertaking as well as an additional Performance Bank Guarantee as applicable.

6.2.2 Civil Works:

6.2.2.1 General Experience:

The Bidder shall have General Construction Experience as Prime Contractor or Partner of JV/Consortium or Sub-contractor approved by the owner, of executing at least one Major Civil Structure in a Water Resources/Hydro Power Development Project/Highway Tunnel Project/Railway Tunnel Project/Metro Tunnel Project, during last 20 (twenty) years ending on last date of submission of Bids. The Major civil structures included Dam/Barrage, Power House, Pressure Shaft, and Tunnels. In case of tunnelling works, the

experience of tunnelling of highway tunnel/railway tunnel/Metro Tunnel shall also be considered.

Bidder shall have General Experience as Prime Contractor or Partner of Joint-Venture/ Consortium or Sub-contractor approved by the Project Developer, of executing the following ongoing/ completed works, during last 20 (twenty) years ending on last date of submission of Bids:

Completion/ substantial completion of the similar work(s), fulfilling any one of the following:

At least 1(one) similar work of value not less than INR 438.00 Crore (or equivalent other foreign currencies, i.e. US \$ / Euro etc.),

Or,

At least 2(two) similar works each of value not less than INR 274.00 Crore (or equivalent other foreign currencies, i.e. US \$ / Euro etc.),

Or,

At least 3(three) similar works each of value not less than INR 219.00 Crore (or equivalent other foreign currencies, i.e. US \$ / Euro etc.).

Note:

"Similar works" are defined as execution of Civil works involving Highway Tunnel Projects/ Railway tunnel projects/Water Resources Projects/Hydro Power Projects/ Metro Projects.

"Substantial completion" shall mean as below:

Substantial completion shall mean that at least 80% of the financial value under the contract is complete and functional utility of the structure (s) are attained. Certificate for 'substantial completion' of work issued by respective clients shall contain two parts- 'financial value of work done' and 'certificate of functional completion of work'. For example, if a bidder completes minimum 80% of financial value under the contract, and the functional utility of the structure under the contract indicated in para 1 above under "Note" is attained, then the bidder shall be considered to fulfil the qualifying requirement specified at Clause 6.2.2.1, subject to the value of works completed is equal to or more than the minimum value of works specified in the above QR at Clause 6.2.2.1.

For conversion of foreign currencies, i.e. US \$ / Euro etc. to INR, the exchange rate on the 31st March of the corresponding completion year shall be considered.

6.2.2.2 Specific Construction Experience:

Successful experience as Sole/prime Contractor or Partner of the JV/Consortium or Subcontractor approved by the Owner for executing the following Major Civil Works in completed Project during the preceding twenty (20) years, ending on last date of submission of Bids.

a) Dam:

Completion of at least one Barrage/Dam of minimum height 15 m with Radial Gates.

b) Power House:

Completion of an Underground/sub-surface/ Surface Power House in Hydro/Pumped Storage Projects having atleast one unit size of 50 MW or above.

c) Tunnel:

Completion of excavation and concrete lining of at least one tunnel of minimum 5.0 m finished diameter with minimum length of 1800 m in Hydro/ Water Resource Project.

Note:

The experience of Highway, Railway and Metro tunnel shall also be considered under Specific Experience Criteria for tunnels.

d) Pressure Shaft:

Completion of Excavation and concreting of at least one underground steel/concrete lined, vertical/inclined shaft with minimum finished diameter 2.5m & minimum length of 100 m in Hydro/ Water Resource Project.

Note:

In case of inclined shaft, the height shall be considered as perpendicular distance between the centre lines of upper horizontal limb and lower horizontal limb of the shaft.

6.2.3 Hydro Mechanical Works:

6.2.3.1 General Experience:

Experience as prime contractor or as partner in a JV/Consortium or Sub-contractor approved by the Owner of executing at least one Hydro-mechanical work of contract value in INR 50.00 Crore (Indian Rupees Fifty Crore only) (or equivalent other foreign currencies, i.e. US \$ / Euro etc.) or more in Hydro / Pumped Storage /Water Resource project in the last 20 (Twenty) years ending on last date of submission of Bids.

6.2.3.2 Specific Experience:

Successful experience in design, manufacturing, installation, testing and commissioning of the following Hydro Mechanical items/works in Hydro / Pump Storage /Water Resource Project in preceding 20 (Twenty) years ending on last date of submission of Bids.

a) Radial Gate:

Design, Manufacturing, installation, testing and commissioning of Radial Gate operated by hydraulic hoist with AxH = 1500 m³ or more

b) Penstock:

Design, Fabrication/Manufacturing, erection, testing and commissioning of Penstock/steel liner for pressure shaft with $D \times H = 500 \text{ m}^2$ or more.

c) Vertical Lift Gate:

Design, Manufacturing, installation, testing and commissioning of Fixed Wheel type Vertical Lift Gate operated by hydraulic hoist or rope drum hoist with $A \times H = 1000 \text{ m}^3$ or more.

Where:

"A" denotes an area (Clear Width by Clear Height) for One Gate in m^2 .

"Clear Width" denotes distance between inner faces of two opposite piers in meter.

"H" (for Gates) denotes the normal design head at the bottom of the gate in meter.

"D" denotes maximum inside diameter of a steel liner in meter.

"H" (for Penstock) denotes the maximum design head in meter.

6.2.4 Electromechanical Works:

6.2.4.1 General Experience:

Experience as prime contractor or as partner in a Joint-Venture/Consortium or Subcontractor approved by Owner of executing large Electromechanical contract value in INR 150.00 Crore (Indian Rupees One Hundred Fifty Crore only) (or equivalent other foreign currencies, i.e. US \$ / Euro etc.) or more in Hydro / Pump Storage project in the last 20 (Twenty) years ending on last date of submission of Bids.

6.2.4.2 Specific Experience:

Successful experience, either by the bidder itself or by the proposed sub-contractor /manufacturer(s) who have given authorization to the bidder in required format in Design, manufacturing, erection, testing and commissioning of the following electro-mechanical items and/or works in preceding 20 (twenty) years ending on last date of submission of Bids for:

- a) Hydro Turbine-Generator Unit with Vertical Shaft Francis Turbine and Synchronous Generator having a rated output of 50 MW or higher at generator terminals.
- b) Penstock Valve: Butter Fly type Valve/Bonnet Gate of diameter 2.5 m or more, and rated for Head of 30 m or more.

The proposed sub-contractor /manufacturer(s) shall submit an undertaking as well as Joint Deed of Undertaking and additional Performance Guarantee amounting to 1% (one percent) of the proposed value of the works to be manufactured by the manufacturer as applicable for the Sub-contractor.



6.2.5 Documentary evidence in support of the above experience indicating details like scope of work; value of works executed; date of completion/substantial completion of the work; name & address including contract no., email address of the clients/employers/owners; satisfactory completion/substantial completion of work shall be furnished along with the Techno-commercial bids for establishing eligibility in terms of the Qualifying requirements. The documents should be in the form of copies of Work Order and certificate of completion/ substantial completion from clients/ employers/ owners.

6.3 Financial Capacity:

6.3.1 Turnover:

Average Annual Construction Turnover of the bidder in the best three Financial Years out of the last 5 (five) Financial years, ending 31st March of the previous financial year shall be at least INR 408.20 Crore (Indian Rupees Four Hundred Eight and Twenty Lakh only) or Equivalent US \$ / Euro etc.

For the purpose of evaluation of bids, the Turnover of Bidder partner from the related business only shall be considered i.e. Consultancy Business Turnover of Planning, Design & Engineering agency; Construction Turnover of Civil Works Contractor; and Design, Manufacture and Erection work turnover of HM/E&M Contractor.

For evaluation purpose, the annual turnover of preceding years shall be brought to the current price level by considering an average inflation rate of 6% per year.

Note: For conversion of US \$ / Euro etc. to INR, the exchange rate at the end of the respective accounting year shall be considered.

6.3.2 Other Financial Parameters:

a) Net Worth:

The bidder shall have positive "Net Worth" in at least 02 financial years out of the last 03 financial years, with the condition of positive Net Worth in immediately preceding financial year.

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.

b) 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 bidder shall have working capital of not less than INR 54.50 Crore (Indian Rupees Fifty Four Crore Fifty Lakh only) or Equivalent US \$ / Euro etc. 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 practicing Chartered Accountant/Certified Public Accountant (CPA) with UDIN (Unique Document Identification Number).

For conversion of US \$ / Euro etc. to INR, the exchange rate at the end of the respective accounting year shall be considered.

For this purpose, current assets and current liabilities will be considered as classified in the audited balance sheet for the year immediately preceding the date of opening of Bids.

Note:

- ☐ Other income shall not be considered for arriving at the Annual Construction Turnover.
- ☐ The bidder's financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of duly printed (offset) (or available on website of the bidder) Annual Report for the immediately preceding 5 (five) years submitted by the Bidder along with the Bid. Further, standalone audited Annual Financial Statement of the Bidder shall be forming part of the Annual Report.
- ☐ In case, if the Bidder has not submitted the above Annual Report along with the Bid, then a certificate from CEO/CFO of the Bidder shall be submitted along with Bid mentioning that the requirement of Annual Report as per governing law of country is not mandatory. In such cases duly notarized copies of Audited Printed Annual Financial Statement (Balance Sheet, Profit & Loss Statement, Cash Flow Statement, Auditor's Report thereon including all relevant Schedules/annexure etc.) for the immediately preceding 5 (five) years be submitted by the Bidder along with the Bid.
- ☐ In case where Audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover and Net Worth (calculated as per laid down criteria) duly certified by their Statutory Auditor/Certified Public Accountant carrying out the statutory audit shall be enclosed with the Bid along with copy of appointment letter of the statutory auditors.
- ☐ Wherever, the Annual Report/ duly notarized copies of Audited Printed Annual Financial Statement are in language other than English, then copy duly translated & printed in English language and certified by approved/recognized English translator shall be submitted with the Bid.
- ☐ In addition to above wherever audited printed Annual Financial Statement contain turnover pertaining to other activities besides relevant turnover of Bidder and breakup of relevant turnover is not directly available from such financial



statements, then statement of account depicting the relevant turnover for that year duly certified by their Statutory Auditor/CPA carrying out the statutory audit shall also be enclosed with the Bid.

- ☐ For the purpose of compliance to the stipulated turnover criteria given at Financial Criteria, the relevant turnover from Joint Ventures(s) as declared in the Joint Venture Agreement shall also be considered. The proportionate JV Turnover shall be certified by their statutory Auditor in the absence of not appearing the same in Audited Financial Statement.
- ☐ For conversion to US\$ / Euro etc. to INR, the exchange rate at the end of the respective accounting year shall be considered.

6.4 **Insolvency:**

The Bidder or Partner of JV/Consortium or Manufacturer against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016, or as amended from time to time shall not be eligible for bidding. The same shall also be applicable to the bidder company who has taken unconditional technical and/or financial support from their Parent/Holding Company, against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016, or as amended from time to time (IBC 2016 hereafter).

In case, bidder or partner of JV/Consortium or manufacturer in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016, the bidder shall be considered as ineligible and his bid shall be rejected.

An undertaking that "No insolvency Proceedings is admitted by the Adjudicating Authority against bidder or partner of JV/Consortium or manufacturer under the IBC 2016" shall be submitted on letter head duly signed by the authorized representative of bidder or partner of JV/Consortium or manufacturer.

Further, the bidder after submitting the bid till the time of award of work, shall inform NEEPCO regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder or partner of JV/Consortium or manufacturer and any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of the Bid Document.

6.5 **Bid Capacity:**

The available Bid capacity of the Bidder at the time of submission of Techno-Commercial bid, calculated as under should not be less than INR 1061.50 Crore (including GST) or Equivalent US \$ / Euro etc. with exchange rate as on the date of issue of NIB:

Bid Capacity = $2 \times A \times N - B$ Where,

A = Indexed value of maximum value of works executed (in ongoing or completed project(s)) 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 Works put to tender 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 statutory auditors /Chartered Accountant with UDIN (Unique Document Identification Number) and submit along with their Bid.

For conversion to INR the exchange rate at the end of the respective accounting year shall be considered.

6.6 Composition of the JV/Consortium:

Bid from a Consortium shall comply with the following minimum qualifying requirements:

- a) The Lead Partner of the Bidder (JV/Consortium) shall fully meet at least the Technical Experience criteria specified under
 - ☐ 6.2.2.1 & 6.2.2.2 (a) or 6.2.2.1 & 50% of 6.2.2.2(c) in terms of tunnel length with the diameter remaining unchanged.
- b) The Other Partner(s) of the JV/Consortium shall individually meet one or more of the Technical Experience criteria not met by the Lead partner as under:
 - ☐ 6.2.1 i.e. criteria for planning, design and engineering works as partner of JV/Consortium or on the basis of subcontractor proposed by the bidder.
 - ☐ 6.2.2.2 (a) and/or 6.2.2.2 (b) and/or 6.2.2.2 (c) and/or 6.2.2.2 (d) i.e. criteria for Civil works as a partner of JV/Consortium or on the basis of subcontractor(s) proposed by the bidder.
 - ☐ 6.2.3.1 & 6.2.3.2(a) and/or 6.2.3.1 & 6.2.3.2(b) and/or 6.2.3.1 & 6.2.3.2(c) i.e. criteria for HM Works as partner of JV/Consortium or on the basis of sub-contractor(s) proposed by the bidder.
 - ☐ 6.2.4 i.e. criteria for E&M Works as partner of JV/Consortium or on the basis of sub-contractor(s) proposed by the bidder.
- c) JV/Consortium shall be allowed to propose/engage sub-contractors for EM/HM Works. The JV/Consortium may engage subcontractors for Dam, pressure shaft, tunnel and /or Power House work. The sub-contractors are allowed to participate in more than one JV/Consortium but only in that capacity.
- d) JV/Consortium shall be allowed to propose/engage sub-contractor for Planning, Design and Engineering works. The Planning, Design & Engineering contractor/firm shall not be allowed to participate in more than one JV/Consortium.



- e) The Lead Partner and all other Partner(s) of the JV /Consortium shall be jointly and severally responsible for complete execution of the Project. In case, any of the JV/Consortium partners abandons the work, then other members of JV/Consortium shall be made responsible for execution of the balance works of the abandoning contractor (including filling the gaps for satisfactory completion/commissioning of Project).
- f) The Specific Construction Experience of each component structure to be met collectively by the Lead partner and/or other Partner(s) in the JV/Consortium and/or proposed sub-contractor(s) as the case may be.
- g) All the partners of the JV/Consortium to individually fulfil the Net Worth and Insolvency criteria specified under Financial Capacity.
- h) The Turnover, Working Capital and Bid Capacity requirement shall be satisfied by individual partner of the JV/Consortium in proportion to their participation share of work in the JV/Consortium.
- i) The JV/Consortium to collectively satisfy, as a whole, the specified financial as well as technical requirements.
Relevant experience of each partner shall be counted for the purpose of assessing experience of the Joint Venture/ Consortium. However, parties claiming to have past experience by virtue of being a partner of Joint Venture/ Consortium, while executing particular works in the past, shall also have to produce documentary evidence of their role and scope of work in the aforesaid Joint Venture/ Consortium, which only shall be counted for the purpose of assessing experience of this Joint Venture/ Consortium. For the portion of work executed through a Sub-Contractor, full experience for that portion of work can be claimed by the contractor as well as Sub-Contractor for fulfilling criteria for evaluation of Bidder's experience.
- j) The parties shall be required to form the JV/Consortium before applying for the tender which shall be evinced by submitting a copy of the JV/Consortium agreement already entered into for the purpose as per the prescribed format. The JV/Consortium agreement should contain the roles and responsibilities of each constituent, the proposed participation share of each partner along with the items of work to be executed by each partner. It shall also be brought out in the JV/Consortium agreement that in case the Contract is awarded to the JV/Consortium, each partner of the JV/Consortium shall be responsible for execution of that item of work for which he claims to have specific construction experience including other works within the scope of contract. The JV/Consortium arrangement shall clearly indicate as to who shall be the Lead Partner. In no case shall the JV/Consortium have more than 4(four) partners.
- k) The leader should have participation for at least 50% of total Civil works covered under the proposal.



- I) The JV/Consortium Partner proposing to execute works in association with sub-contractor(s) shall be required to submit a Joint Deed of Undertaking (along with their bids) with the proposed subcontractor(s) to ensure their association for the successful performance and completion of that work. Further, in case of award, these subcontractor(s) will be required to furnish an additional performance bank guarantee of value equivalent to 1% (one percent) of their portion of work value in addition to normal Performance Bank Guarantee to be submitted by the bidder.

6.7 EPC Contracting Company for Hydro-mechanical and Electromechanical Works:

Bids from EPC contracting companies shall also be entertained as JV/Consortium partner(s), provided that all the essential qualification criteria set forth under para 6.2.3/6.2.4 are fulfilled by such an EPC Contracting Company and the manufacturer(s) proposed to be associated by it for supply of the items of equipment mentioned in paras 6.2.3/6.2.4 above. In such cases, the bidder shall establish that it possesses proper past experience in having successfully executed EPC contracts of nature and magnitude, comparable to Hydro-mechanical/Electro-Mechanical Work of the tendered Works and that it continues to be in the business of execution of similar EPC Contracts. The letter(s) of authorisation shall be obtained by such EPC Contracting companies from the proposed manufacturers. Further, the EPC Contractors shall be required to submit Joint Deed of Undertaking with their manufacturers along with Technical bids. In case a bidder gets qualified on the basis of the specific technical experience(s) of the proposed manufacturer(s), change of such manufacturer (s) shall not be normally permitted later on.

6.8 Bids by Merged/Acquired/ Demerged /Subsidiary Companies:

In case of Bidder Company, formed after merger and/ or acquisition of other companies, past experience and other antecedents of the merged/acquired companies will be considered for qualification of such Bidder Company provided such Bidder Company continues to own the requisite assets and resources of the merged/acquired companies needed for execution and successful implementation of the work package put to tender.

If the Bidder is a demerged company (by virtue of a corporate restructuring exercise etc.), credentials of its original/ parent entity /company shall not be considered for qualification of such Bidder.

Similarly, if the Bidder Company is a subsidiary company and applies for qualification on the unconditional technical and financial strength of the Parent/Holding company, the same shall be considered provided the Parent/Holding company commits to sign a Separate Agreement with NEEPCO in the prescribed Format confirming full support for the technical and financial requirements of the Subsidiary Company and commits 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 Bidder Subsidiary Company. An undertaking by the Parent/Holding company to this effect shall be submitted along with the bid (in the Prescribed Format). A Subsidiary company can be a Partner of a JV/Consortium meeting the requirements of JV/ Consortium



bidder. A subsidiary company intending to tender/pre-qualify on the strength of Parent / Holding Company shall not be allowed to participate as "Sub-Contractor".

For the purpose stated herein above in this clause "Parent Company" shall mean the "Holding Company" owning majority (more than 50%) shares of such bidder (Subsidiary) company. Similarly, by extension of this interpretation, if "A" is owned by a Holding Company "B" which in turn is owned by another Holding Company "C", then "C" is construed as Parent Company of "A" as well as and so on. An apex "Parent Company" may own number of subsidiary/Group Companies and if any of these Subsidiary/Group Company commits assured support and unhindered access to its assets and resources to another Subsidiary/Group Company (Bidder in this case) under the same apex "Parent Company" then experience and other credentials of such Subsidiary/Group Company shall also be considered for qualification of the Bidder Subsidiary Company provided such commitment is evidenced/authorised and guaranteed by the apex "Parent Company".

In case Bidder Company (Subsidiary Company) gets qualified and awarded the work package, the Parent company/Holding Company will be required to furnish an additional performance bank guarantee of value equivalent to (1%) one percent of the Contract Price or portion of work (where subsidiary Company is Joint Venture (JV) Partner) as the case may be, in addition to normal Performance Bank Guarantee to be submitted by the Bidder Company to the Employer besides entering into a separate Agreement (in the requisite Format).

The experience of the subsidiary companies of the Parent/Holding Company will be considered experience of the Parent/Holding Company. However, for fulfilment of financial criteria, financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of consolidated printed Annual Report (or available on website of the bidder) for the immediately preceding 5 (five) years of the Parent Company/Apex Parent Company submitted by the Bidder along with the Bid.

6.9 Bidders associating Sub-Contractor(s):

In case the Bidder does not have all requisite specific experience and also does not wish to enter into a Joint-Venture, he can associate sub-contractor(s) for specified activities as brought out below. The criteria to be met by such Bidder shall be as follows:

- (i) The Bidder himself to fully meet the following:
 - a. General experience criteria specified under Clause 6.2.2.1 above.
 - b. Specific experience criteria specified under Clause 6.2.2.2 (a) or 6.2.2.2(c) above.
 - c. All criteria mentioned under Financial capacity in Clause 6.3
 - d. Insolvency criteria specified under Clause 6.4 above.
 - e. Bid Capacity requirement criteria specified under Clause 6.5 above.
- (ii) The Bidder can propose /associate Sub-Contractor(s) for the following General & Specific experience criteria including planning, design and engineering:

- ☐ Criteria for planning, design and engineering specified under Clause 6.2.1 above.
 - ☐ Criteria for Civil works specified under Clause 6.2.2.2 (a), 6.2.2.2(b), 6.2.2.2 (c) and 6.2.2.2 (d) above, whichever is not met by the Bidder.
 - ☐ Criteria for HM Works specified under Clause 6.2.3.1 and 6.2.3.2(a), 6.2.3.2(b) & 6.2.3.2(c) above.
 - ☐ Criteria for EM Works specified under Clause 6.2.4 above.
 - ☐ Insolvency criteria specified under Clause 6.4 above.
- (iii) The Bidder, by itself or with the associated sub-contractor(s) shall collectively satisfy, as a whole all the specified requirements under Clauses 6.1, 6.2, 6.3, 6.4 & 6.5, fulfilling the above conditions.
- (iv) The Bidder and his sub-contractor(s) shall submit separate undertakings as per Format included in the Bid Document that the Bidder/sub-contractor shall be responsible for execution of that item of work for which they claim to have Specific Experience.
- (v) The Bidder and his sub-contractor(s) shall submit Joint Deed of Undertaking (JDU) as per Format included in the Bid Document.
- (vi) Sub-contractor(s) shall submit Performance Bank Guarantee of value equivalent to 1% of corresponding value of Work sub-contracted in addition to the normal Performance Bank Guarantee for whole contract submitted by the Bidder on award of Work.
- (vii) In the event of award of tendered work to such bidder, all payments shall be made exclusively to the Bidder.
- (viii) The above sub-contractor(s) arrangement is not allowed to be clubbed with a Joint Venture bid/ Joint Venture bidding arrangement.
- (ix) An Agency participating in a bid as a sub-contractor shall not be allowed to participate as a member of the JV/Consortium in another bid.
- (x) An agency can participate as a Sub-Contractor in more than one bid but only in that capacity.

Authenticated documentary evidence in support of qualifying requirements, as mentioned under Clause 6.1 to 6.9 above, shall be submitted in Techno-Commercial Bids. The documents should be in the form of Certificate of Clients/Owner. Bids submitted without fulfilling the qualifying requirements shall be outright rejected.

Notwithstanding above, NEEPCO shall have the right to seek any other information/ testimonies, as may be required and non-submission/ refusal to submit these shall result in disqualification.

- 6.10 For ensuring highest degree of ethics in the bidding process as well during construction of tendered Works, all the bidders shall enter into an Integrity Pact with the Employer at the time of submission of Techno-Commercial Bids. For this, the Employer has appointed the

following two persons to act as Independent External Monitor (IEMs) for overseeing the compliance of obligations by the parties under the Integrity Pact. The contact address of the IEMs are as under:

- a) Shri Shekhar Prasad Singh, IAS (Retd)
Plot No.176, Road No 11,
Prashasan Nagar, Jubilee Hills, Hyderabad - 500 033,
Mobile No: 9849909813
E-mail: spsinghias1983@gmail.com
 - b) Dr. Akhilesh Kumar Ambasht, IFoS (Retd.),
5606, Orchid Crescent, DLF- Phase-IV, Sector-27
Gurugram – 122 009, Haryana,
Mobile No. 8527324455/ 7042692007,
E-mail: aambasht89@rediffmail.com
7. Interested Bidders, who fulfill the qualifying requirements as mentioned under Clause 6 above, may download the Bid Document from <https://etenders.gov.in> on Bidder registration in the portal.
 8. **This tender is conducted for procurement of works. Therefore, the benefits admissible to MSE bidders in terms of Public Procurement Policy (for MSEs)- 2012 including relaxation on Prior Experience, Prior Turnover Criteria, purchase preference etc. shall not apply.**
 9. **Conditions for Class-I local supplier, Class-II local supplier & Non-local supplier as per Public Procurement (Preference to Make in India), Order 2017 issued vide Order No. P-45021/2/2017-PP(BE-II)-Part(4)/Vol.II Dated 19-07-2024 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, 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 shall be as per Clause 3(xi), Part-2, Vol-I of Bid Document.**
 10. The detailed scope of works and other terms and conditions are elaborated in the bid document. For any clarification related to terms and conditions of Bid Document, bidders are requested to send their queries online at <https://etenders.gov.in> under "Seek Clarifications" within the timeline stipulated in the system.

Alternatively, the bidders may also forward e-mail clearly stating their queries to tendering authority at e-mail id: contract@neepco.co.in. Bidders may contact in regard to the instant NIB at 7005934877/9435720872/ 9863089081.
 11. **Participation in Bids**
 - 11.1 E-Tendering / E-Procurement:

This tender is being processed through e-tendering/e-procurement system. The bidding documents are to be downloaded from <https://etenders.gov.in> and bids are to be submitted/ uploaded through above e-tendering system. Guidelines for e- tendering system are available on e- tender portal.
 - 11.2 Registration for Participation in Bids:



- 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, bidders may contact NIC at:

- (i) Mr. Lastbornson Pyngrope
Functional Manpower (FMP),
National Informatics Centre, Meghalaya State Centre, Shillong
Mobile No. 9774764136
Email id: L.pyngrope29@gmail.com

11.3 Bid Fee:

For participation in this tender, Bidders shall have to pay Bid Fee (non-refundable) of INR 59,000.00 (Indian Rupees Fifty Nine Thousand only) including 18% GST (SAC Code 9984) (NEEPCO Shillong GST NO.: 17AAACN9991J1ZT) or Equivalent US \$ (i.e. US\$ 699) / Euro (i.e. Euro 664). Applicable bank charges shall be borne by the bidder.

For conversion of US \$ / Euro to INR, the exchange rate on the date of issue of NIB shall be considered.

The bidder shall make the payment **through "SB-COLLECT" of State Bank of India** as per procedures/steps elaborated in Clause No. 11.4 below.

Payment of bid fee through other mode of payment like DD etc. will not be acceptable.

During payment of bid fee **through "SB-COLLECT" of State Bank of India**, Bidders shall clearly indicate the NIB No. against which the bid fee is paid.

11.4 The procedure/steps for payment by SB-COLLECT of State Bank of India (for payment of Bid Fee, EMD):



Step-1	The bidder shall visit url/web page https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm on any internet browser.
Step-2	State Bank Collect page will appear. Select " ALL India " for " State of Corporate/Institution ". Select " PSU " for " Type of Corporate/Institution ". Click " GO ".
Step-3	In the new screen, select PSU Name as " North Eastern Electric Power Corporation Limited " and Submit.
STEP-4	In the new screen, select Payment Category as " SHILLONG- PARTIES " in this case.
STEP-5	New Screen will appear, here the bidder has to fill all the required information for the payment as under: i) Under Name of Payer : The Bidder is to filled up his Company/ Firm Name and Address. ii) Under Short Details of Payment : The Bidder shall indicate BID FEE or EMD as applicable and the NIB No. (Example: for payment of EMD against NIB No. 467 dated 27-11-2024, the bidder has to fill under this option as "EMD for NIB No. 467 dated 27-11-2024). iii) Under Type of PAYER : The Bidder is to select VENDOR. iv) Under CIN in case the Payer is a company : The bidder is to fill up his CIN in case of a company, otherwise may be kept blank. v) Under Payment amount : The bidders is to fill up the amount as per Bid Condition. vi) Subsequent information for Name, Date of Birth/Incorporation, Mobile Numbers are to be filled as required. vii) Fill Captcha. viii) Then Submit.
STEP-6	In the new screen, check the details and click " CONFIRM ", if correct.
STEP-7	The Multi Option Payment System will be available for making the payment. The Bidder may select option as per convenient and make the payment.
STEP-8	After successful payment, the system will generate receipt. The receipts may also be generated from Reports - i.e. SB Collect (Request Report/ Download Report). This system generated receipt shall be downloaded for submission as per bid condition.

12. Submission and Opening of Bids

Bidders shall prepare and submit their bids online in <https://etenders.gov.in> as per timeline mentioned in Clause 14 below. Submission of online bids is mandatory for consideration of the bids by NEEPCO.

Besides online submission, the following document is required to be compulsorily submitted physically (offline mode) as stipulated at Clause 10.1(iv), Part-2 (ITB), Vol-I of Bid Document:

- a. Bid Security in the form of Bank Guarantee or e-receipt of money paid through SB-COLLECT of State Bank of India or through other mode of payment, as provided at Clause 15, Part-2, Vol-I of Bid Document (in original);
- b. Power of Attorney (as per format provided at Form-D, Vol-V of Bid Document), in original.
- c. Joint Venture/Consortium Agreement as per format provided in Form-E: Tender Forms and Data Sheets, Vol-V of Bid Document (In original).
- d. Authorization of Lead Partner by the Joint-Venture/Consortium as specified in Clause 6.6 of this Part of Bid Document (In original).
- e. Joint Deed of undertaking by bidder and sub-contractor on non-judicial stamp paper of requisite value (as per format provided at Form-H, Vol-V of Bid Document), in original.
- f. Undertaking by Sub-contractor (as per format provided at Form-I, Vol-V of Bid Document), in original.
- g. INTEGRITY PACT (two original copies of Integrity Pact duly signed by authorized signatory who signs the bid) in the format enclosed at Appendix-A of Part-2, Vol-I of Bid Document.
- h. E-receipt of money paid towards non-refundable bid fee.

The above-mentioned document shall be submitted by hand or by registered Post/ Courier in a sealed envelope superscripted as "Hard Copy of documents against NIB No. 467 Dated 27-11-2024 for **"EPC Turnkey execution of Heo Hydro Electric Project (240 MW), in Shi Yomi District, Arunachal Pradesh"** at the following address within the scheduled date and time mentioned under Clause 14 below.

The Executive Director,
Contracts & Procurement,
North Eastern Electric Power Corporation Ltd.,
Brookland Compound, Lower New Colony,
Shillong – 793 003, Meghalaya, India.
Tel: 0364-2227784, E-mail: contract@neepco.co.in

13. **Bid validity:** 180 (one hundred eighty) days from the date of opening of Techno-Commercial Bids.

14. **Tender timeline:**

a)	Date of commencement of downloading of Bid Document from https://etenders.gov.in	28-11-2024 from 11:00 Hours
b)	End date and time for downloading of Bid Document	Upto 14:00 Hours of 25-02-2025
c)	Last date & time of receipt of queries from prospective bidders	Upto 14:00 Hours of 30-01-2025
d)	Pre-bid meeting with the intending bidders	On 20-01-2025 at 11:00 Hours (Indian Standard Time) at NEEPCO Bhawan, NEEPCO Ltd., Guwahati-781005.



e)	Last date & time for submission of online bids	Upto 14:00 Hours of 25-02-2025
f)	Last date & time for receipt of offline documents to be submitted as per bid conditions	Upto 14:00 Hours of 04-03-2025
g)	Date & time for opening of Techno-Commercial bids online	At 14:00 Hours on 26-02-2025
h)	Date & time for opening of Price bids online	Date & time shall be intimated separately to those Techno-Commercially qualified bidders, who qualify in Techno-Commercial evaluation.

In the event the last date specified for submission of offline documents and date of online opening of Techno-Commercial bids is declared as a closed holiday for NEEPCO, the last date for submission of offline documents and date of online opening of Techno-Commercial bids will be the following working day at the appointed times.

15. Bidders are requested to visit <https://etenders.gov.in> and NEEPCO website www.neepco.co.in, regularly for any subsequent notice of Clarification/Amendment/ Addendum/ Corrigendum to this Notice Inviting Bids before deadline for submission of bids.
16. NEEPCO Ltd. / Employer may impose certain restrictions on the foreign companies participating in any form and their employees in view of the national security, in the Project situated in the sensitive region and border areas. NEEPCO Ltd. shall obtain clearance of Govt. of India regarding security implications prior to qualification of such companies. NEEPCO Ltd. would evaluate and determine the optimum number of foreign employees required to be deployed at the works site, being awarded or sub-contracted to foreign companies, keeping in view the requirements of works, location and technical necessities. The number of foreign employee would be kept to the minimum and shall be limited to only technical/ supervisory staff. The foreign company shall provide the details of foreign nationals (passports details, job profile/ expertise, location and duration of stay etc.) proposed to be engaged at Site. Further, bidders from countries which share land border with India shall comply with the provisions of "Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017" vide Order (Public Procurement No. 4) bearing No. F.7/10/2021-PPD(1) Dated 23-02-2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India and subsequent clarifications thereof, which is also mentioned in Clause 6.1(iii) above of this Part of the Bid Document
17. Submission of bids shall not automatically construe qualification for evaluation. NEEPCO reserves the right to reject any or all bids, or to annul the bidding process and reject all the bids for any justified and genuine grounds including national defence and security



considerations without thereby incurring any liability to the affected bidders, nor does it have any obligation to inform the bidders of the ground for the action of NEEPCO. However, the bidder(s), who wish to seek reason for such decision of cancellation/rejection, shall be informed of the same by NEEPCO unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interests of the state, relation with foreign State or lead to incitement of an offence.

18. In case of any difference between wordings of English and Hindi version of 'Notice Inviting Bids, English version shall prevail.

For & on behalf of NEEPCO Ltd.


Executive Director

Contracts & Procurement

27.11.24