

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.

## **27. Bid Opening**

27.1 The Employer shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder's designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

27.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

27.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.1.

27.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late Bids, in accordance with ITB 25.1.

- 27.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and alternative Bids; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.
- 27.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 27.8 The Employer will notify in writing Bidders who have been rejected for submitting nonresponsive Technical Bids and return their Price Bids unopened together with their bid securities, before opening the Price Bids of the substantially responsive Bidders.
- 27.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the Bid Prices, including any discounts and alternative offers; and
  - (d) any other details as the Employer may consider appropriate.

Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Price Schedules are to be initialed by at least three representatives of the Employer attending bid the opening. No Bid shall be rejected at the opening of Price Bids.

- 27.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the

contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

#### E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of Contract award.
- 28.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.
- 29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document.
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) "Omission" is the failure to submit part, or all of the information or documentation required in the Bidding Document.
- 31. Examination of Technical Bids**
- 31.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Bid may be rejected.
- 31.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Bid;
  - (b) written confirmation of authorization to commit the Bidder;

- (c) Bid Security or Bid-Securing Declaration, if applicable; and
- (d) Technical Proposal in accordance with ITB 17.

**32. Responsiveness of Technical Bid**

- 32.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB11.
- 32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 32.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17, Technical Proposal, in particular to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or omission.
- 32.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**33. Nonmaterial Nonconformities**

- 33.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 33.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

**34. Detailed Evaluation of Technical Bids**

- 34.1 The Employer will carry out a detailed technical evaluation of the Bids not previously rejected as being substantially nonresponsive, to determine whether the technical aspects are in compliance with the Bidding Document. The Bid that does not meet minimum acceptable standards of completeness, consistency, and detail, and the specified minimum and/or maximum requirements for specified functional guarantees, will be treated as nonresponsive and hence rejected. To reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following:
- (a) overall completeness and compliance with the Employer's Requirements; deviations from the Employer's Requirements; conformity of the plant and services offered with specified performance criteria; suitability of the plant and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid. The Bid that does not meet minimum and/or maximum acceptable standards of completeness, consistency, and detail will be rejected for nonresponsiveness;
  - (b) type, quantity, and long-term availability of mandatory and recommended spare parts and maintenance services; and
  - (c) other relevant factors, if any, listed in Section 3 (Evaluation and Qualification Criteria).
- 34.2 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

**35. Eligibility and Qualification of the Bidder**

- 35.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates.
- 35.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Employer reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 42.2.1(a). A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- 35.4 The capabilities of the manufacturers and subcontractors proposed in its Bid for the major items of plant and services to be used by a Bidder will also be evaluated for acceptability in accordance with Section 3 (Evaluation and Qualification Criteria). Their participation should be confirmed with a letter

of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to propose, without changing its bid price, an acceptable substitute manufacturer or subcontractor meeting the minimum technical specifications stated in Section 6 (Employer's Requirements). If a Bidder does not provide an acceptable substitute manufacturer or subcontractor by the date and time set in the Employer's request for substitution of manufacturer or subcontractor, its Bid may be rejected.

35.5 Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

**36. Correction of Arithmetical Errors**

36.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the amounts given under the column for the price breakdown shall prevail and the Total Price will be corrected accordingly;
- (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 4 and the amount given in Schedule No. 5 (Grand Summary), the total of the amounts of Schedule Nos. 1 to 4 shall prevail and the Schedule No. 5 (Grand Summary) will be corrected accordingly;
- (c) if there is a discrepancy between the grand total price given in Schedule No. 5 (Grand Summary) and the bid amount in item (c) of the Letter of Price Bid, the grand total price given in Schedule No. 5 (Grand Summary) will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected; and
- (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a), (b), and (c) above.

36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its Bid-Securing Declaration executed.

**37. Conversion to Single Currency**

37.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

**38. Domestic Preference**

38.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

**39. Evaluation and Comparison of Price Bids**

39.1 The Employer shall use the criteria and methodologies listed in this clause. No other evaluation criteria or methodologies shall be permitted.

39.2 I. To evaluate a Price Bid, the Employer shall consider the following:

- (a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
- (b) price adjustment for correction of arithmetical errors in accordance with ITB 36.1;
- (c) price adjustment due to discounts offered in accordance with ITB 18.7;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.3;
- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37;
- (f) assessment whether the bid is abnormally low in accordance with ITB 40; and
- (g) the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

II. The Employer's evaluation of a Bid will exclude and not take into account,

- (a) in the case of Plant and Mandatory Spare Parts (Schedule No. 1) supplied from abroad, all taxes and duties, applicable in the Employer's country and payable on the Plant and Mandatory Spare Parts if the Contract is awarded to the Bidder; and
  - (b) in the case of Plant and Mandatory Spare Parts (Schedule No. 2) supplied from within the Employer's country, sales and other taxes, applicable in the Employer's country and payable on the Plant and Mandatory Spare Parts if the Contract is awarded to the Bidder.
- 39.3 If price adjustment is allowed in accordance with ITB 18.6, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 39.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).
- 39.5 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 39.6 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 39.2.

#### **40. Abnormally Low Bids**

- 40.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

- 40.2 When the offered bid price appears to be abnormally low, the Employer shall undertake a three-step review process as follows:
- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
  - (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
  - (c) decide whether to accept or reject the bid.
- 40.3 With regard to ITB 40.2 (b) above, the Employer will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the works, equipment or services proposed.
- 40.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Employer may:
- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
  - (b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or
  - (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.
- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**      41.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 42. Notice of Intention for Award of Contract**      42.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.
- F. Award of Contract
- 43. Award Criteria**      43.1 The Employer shall award the Contract to the Bidder whose offer has been determined successful in line with ITB 34 to ITB 40 above to be the lowest evaluated Bid and is substantially responsive to the Bidding Document,



provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

- 44. Notification of Award**
- 44.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 42.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Employer shall transmit the Notification of Award through issuance of Letter of Acceptance using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 44.2 Unless standstill period applies, upon notification of award through issuance of Letter of Acceptance, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 44.3 Until a formal contract is prepared and executed, the notification of award through issuance of Letter of Acceptance shall constitute a binding Contract.
- 44.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable and the following information:
- (a) name of each Bidder who submitted a bid;
  - (b) bid prices as read out at bid opening;
  - (c) name and evaluated prices of each bid that was evaluated;
  - (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
  - (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 45. Signing of Contract**
- 45.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
- 45.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 46. Performance Security**
- 46.1 Within 28 days of the receipt of notification of award through issuance of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 39.5 and ITB 40.4, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the bank issuing performance security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.
- 46.2 Failure of the successful Bidder to submit the abovementioned performance security or sign the Contract shall constitute sufficient grounds for the

annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**47. Bidding-Related Complaints**

47.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

## Section 2: Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 (Instructions to Bidders).

### A. General

<p><b>ITB 1.1</b></p>	<p>The number of the Invitation for Bids (IFB) is: <b>MNREDA/1736/2017/Pt-II/1744 Dated 16<sup>th</sup> January 2023</b></p> <p>The Employer is: <b>Meghalaya New and Renewable Energy Development Agency (MNREDA), Nongmensong, Shillong – 793019 (Meghalaya)</b></p> <p>The name of the open competitive bidding (OCB) is: <b>Meghalaya Community Intervention Project (MCIP)</b></p> <p>The identification number of the OCB is: <b>MNREDA/1736/2017/Pt-II/1744 Dated 16<sup>th</sup> January 2023</b></p> <p>The number and identification of lots (contracts) comprising this OCB is: <b>None</b></p>
<p><b>ITB 2.1</b></p>	<p>The Borrower is: Meghalaya New and Renewable Energy Development Agency (MNREDA) / Shillong / India</p> <p>The name of the Project is: <b>Enhancing the Livelihood of Rural Community of Meghalaya Through Use of Renewable Energy Systems – Meghalaya Community Intervention Project (MCIP)</b></p>

### B. Contents of Bidding Documents

<p><b>ITB 7.1</b></p>	<p>For <b><u>clarification purposes</u></b> only, the Employer's address is:</p> <p>Attention: Dr Joram Beda, IAS</p> <p>Street address: Street address: Meghalaya, New and Renewable Energy Development Agency (MNREDA), Near BSF Camp</p> <p>City: Shillong</p> <p>ZIP code: 793019</p> <p>Country: India</p> <p>Telephone: 0364-2537343</p> <p>Fax: 0364-2537611</p> <p>E-mail: <a href="mailto:mnreda.dir@gmail.com">mnreda.dir@gmail.com</a></p> <p>A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of bids. The Employer shall publish its response in the e-Tendering platform where the tender is published online. This response shall include a description of the inquiry but without identifying its source.</p>
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	<p><b>Prospective bidders are informed to visit the e-Tendering platform to learn about the clarifications.</b> Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.</p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting will take place.</p> <p><b>Date:</b> 11<sup>th</sup> May 2023</p> <p><b>Time:</b> 13:00 Hrs (IST)</p> <p><b>Place:</b> Meghalaya, New and Renewable Energy Development Agency (MNREDA), Near BSF Camp, Nongmensong, Shillong – 793019 (Meghalaya)</p> <p>OR,</p> <p>It can also be joined by using the Google Meeting Link: <a href="https://meet.google.com/ove-eezx-obs">https://meet.google.com/ove-eezx-obs</a></p> <p><b>Note:</b></p> <p>A site visit conducted by the Employer will not be organized but will facilitate on ground coordination through District Project Offices. However, bidders are advised to acquaint themselves with the site conditions before bidding. No time extension in opening of bid shall be permitted on the ground that site visit got delayed for any reason. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, Bidders shall be solely responsible for bearing all the incurred expenditures by themselves in lieu of site visit.</p>
<b>ITB 9.1</b>	<p>The following shall be added:</p> <p>The interested Bidders can view / download the bid document from the Web Site,</p> <p><a href="https://meghalayatenders.gov.in/nicgep/app">https://meghalayatenders.gov.in/nicgep/app</a> free of cost. Bidders who submit the bids online are, however, required to remit the Bid Document fee of INR 25,000/-/Equivalent amount of US \$ 300 (incl GST) by Demand Draft / Banker's Cheque in favour of "Director, MNREDA", payable at "Shillong" in sealed cover in such a way that the envelope containing the Demand Draft is separately available for examination. This envelope containing the Demand Draft / Banker's Cheque towards Bid Document Fee must be received in the office of MNREDA, Shillong by the designated time before the opening of the technical bids.</p>

### C. Preparation of Bids

<b>ITB 10.1</b>	The language of the Bid is: English
<b>ITB 11.2 (k)</b>	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ul style="list-style-type: none"> <li>• Functional guarantees and type test certificates (with requirements for validity)</li> <li>• Copies of the Certificate of completion from the Client or equivalent document proving the Bidder's experience according to the required qualification criteria defined in Section 3, Chapter 2.4</li> <li>• Data sheets as per Section 4 and Manufacturer datasheets and technical information</li> </ul>

	<ul style="list-style-type: none"> <li>List of non-compliance as per Section 4</li> </ul>
<b>ITB 11.3 (d)</b>	The Bidder shall submit with its Price Bid the following additional documents: None
<b>ITB 12.1</b>	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
<b>ITB 13.1</b>	Alternative bids are not permitted.
<b>ITB 13.2</b>	Alternatives to the Time Schedule not be permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the plant and services: None
<b>ITB 16.1 (b)</b>	The period following completion of plant and services in accordance with provisions of the contract shall be two (2) years after successful commissioning of work per site
<b>ITB 18.1</b>	Bidders shall quote for the entire plant and services on a single responsibility basis.
<b>IT 18.4(a)(i)</b>	The Incoterm for quoting plant to be supplied from abroad is: CIP-Shillong
<b>ITB 18.6</b>	The prices quoted by the Bidder shall be Fixed.
<b>ITB 19.1</b>	<p>The currencies of the Bid shall be as follows:</p> <p>(a) The prices shall be quoted in INR/EURO/USD/JPY or combination thereof .</p> <p>(b) A Bidder expecting to incur a portion of its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the Schedule of Prices and the Letter of Price Bid.</p> <p>(c) If some of the contract expenditures related to Design, Installation and Other Services are to be incurred in the Employer's country, such expenditures shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred.</p> <p>(d) Bidders may be required by the Employer to clarify their local and foreign currency requirements, and to substantiate that the amounts included in the Price Schedules are reasonable and responsive to ITB 18.1 in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder</p> <p>(e) During the performance of the contract, the foreign currency portions of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor to reflect any changes in foreign currency requirements for the contract. Any such adjustment</p>

	shall be effected by comparing the amounts quoted in the bid with the amounts already used in the Facilities and the Contractor's future needs for imported items.								
<b>ITB 20.1</b>	The bid validity period shall be 180 days after the bid submission date. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.								
<b>ITB 21.1</b>	<p>The Bidder shall furnish a bid security in the amount stated in the table below</p> <table border="1"> <thead> <tr> <th>S. No</th> <th>Description</th> <th>Bid Security in USD</th> <th>Bid Security INR</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>MCIP Project</td> <td>10,000</td> <td>8,00,000</td> </tr> </tbody> </table> <p>Bid security to be valid for 28 days beyond the validity of the bid i.e., 180 days + 28 days.</p> <p>The Bidder is required to submit original copy of the bid security in favor of “<b>Director, MNREDA</b>”, payable at “<b>Shillong</b>” at Employer’s office address as per ITB 23.1 on or before the due date and time for bid submission. A scanned copy of the Bid Security corresponding to the original shall be uploaded in the e-Tendering platform during online bid submission. Should there be any discrepancy between scanned copy of the bid security uploaded by bidder in the e-Tendering platform and the original submitted by bidder, the Employer will verify compliance of the bid security to tender requirements as per the original bid security submitted by bidder.</p>	S. No	Description	Bid Security in USD	Bid Security INR	1	MCIP Project	10,000	8,00,000
S. No	Description	Bid Security in USD	Bid Security INR						
1	MCIP Project	10,000	8,00,000						
<b>ITB 21.2</b>	Not Applicable. A Bid Securing Declaration will be NOT be accepted in lieu of Bid Security.								
<b>ITB 21.4</b>	<p>Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Employer shall request the Bidder to submit a compliant bid security within 07 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.</p> <p>A bid will be considered as incomplete and summarily rejected if original copy of the bid security does not reach Employer’s office address before the bid submission deadline and the Bidder’s Technical Bid shall not be opened on the e-Proc System.</p> <p>A bid will also be summarily rejected if original copy of the Bid Document fees does not reach Employer’s office address before the due date and time for bid opening and the Bidder’s Technical Bid shall not be opened on the e-Proc System</p>								
<b>ITB 22.1</b>	Not applicable to e-bidding. Employer will accept only electronic bids. Any bids received in physical form will be returned unopened to the bidder								
<b>ITB 22.2</b>	Replace the existing clause 22.2 by the following:								

	<p>The Bidder shall digitally sign to authorize and make amendments to its bid submitted in the e-Tendering platform.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>a) For a single entity, it shall consist of Power of Attorney containing name, position held and signature of authorized person; or</p> <p>b) In case of a JV or proposed JV or Consortium, the Power of Attorney for authorization shall be issued in the name of a nominated representative who shall have the authority to sign and conduct all business for and on behalf of the JV / Consortium during contract negotiation/execution.</p> <p>Power of Attorney shall be duly notarized or attested by an appropriate Agency within the Bidder's home country.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be signed or initialed by the person signing the Bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance.</p> <p>The Bidder shall submit an acceptable authorization within Seven (07) days.</p> <p>Failure to provide an acceptable authorization within the prescribed period shall cause the rejection of the Bid. If either the Letter of Technical Bid or Letter of Price Bid is not signed, the Bid shall be rejected</p>
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#### D. Submission and Opening of Bids

<b>ITB 23.1</b>	<p>Bidders shall submit their Bids electronically.</p> <p>a) Bidders shall submit Bids only electronically through the e-Tendering platform <a href="https://meghalayatenders.gov.in/nicgep/app">https://meghalayatenders.gov.in/nicgep/app</a></p> <p>b) Hard Copy submission of Bids is not permitted and shall not be accepted.</p> <p>c) Bidders should enroll online in the e-Tendering platform</p> <p>d) Bidders shall obtain a Digital Signature Certificate (DSC) as prescribed in the e-Tendering platform to complete online enrolment and bid submission.</p> <p>e) The Bidder is advised to submit its bid online in the e- Tendering platform well in advance before the prescribed time.</p> <p>f) Bids submitted online in the e-Tendering platform shall be considered as the original of the bid.</p>
<b>ITB 23.1 (b)</b>	<p><b>Electronic bidding submission procedures shall be:</b></p> <p>Bidders have to submit their Bids electronically, the electronic bidding submission procedures shall be:</p> <p>a) The Bidder shall digitally sign and submit its bid online in the e-Tendering platform well in advance before the prescribed time. The Employer shall not accept bids submitted in manual form.</p> <p>b) The Bidder shall take due precaution to upload technical bid documents and price bid document onto the respective envelopes defined in the e-Tendering platform.</p> <p>c) 'e-Tendering' means submission of a digitally signed bid (by a valid digital certificate which has been issued by a licensed Certifying Agency (as approved by Controller of Certifying Agency) which is stored in Time Stamped electronic sealed tender box.</p> <p>d) Bidder seeking to participate in the bidding process, shall have to procure a suitable class of Digital Certificate as per Information Technology Act 2000 and accepted by the e-Tendering platform using</p>

	<p>which it shall digitally sign and submit its electronic bids online. Bidder can procure the same from any CCA approved Certifying Authority.</p> <p>e) Online bids will have to be digitally signed and submitted in a Time stamped electronic sealed tender folder on <a href="https://meghalayatenders.gov.in/nicgep/app">https://meghalayatenders.gov.in/nicgep/app</a></p> <p>f) Bidders shall take due care to ensure that the documents uploaded by them in the e-Procurement platform are virus free. Employer shall not be liable for such rejections.</p> <p>g) The downloaded Bid forms shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of Bidder.</p> <p>h) Bidder is required to download the bidding forms, print the forms, fill them, scan them and upload in the portal. The information on eligibility and qualification provided in the bidding forms only will be considered. Bidder will also provide reference of supporting documents provided in its support in the bidding forms.</p> <p>i) Employer shall not accept any responsibility for failures or breakdowns for systems other than in those systems strictly within the control of the Employer and its e-Tendering service provider.</p> <p>j) The onus is on the Bidder to ensure availability of the requisite infrastructure and systems required for online bid submission viz. Digital Signature Certificates and as applicable Digital Encryption Certificates required for bid submission in the e-Tendering platform, reliable internet connectivity and requisite client software.</p> <p>k) Bidder is required to get acquainted with the bid submission process in e-Tendering platform by contacting the e-Tendering service provider. Refer <a href="https://meghalayatenders.gov.in/nicgep/app">https://meghalayatenders.gov.in/nicgep/app</a> for further details and guidance.</p> <p>l) Bidder is solely responsible for safe keeping of its Digital Signature Certificate (DSC) and as applicable Digital Encryption Certificate (DEC).</p> <p>m) The Employer reserves the right to verify original copies of scanned documents uploaded by bidders. The employer may seek additional documentary evidence on their technical proposals, which the bidder shall provide either online via the e-Tendering platform or in manual form.</p> <p>n) Bidders shall upload their bid documents in formats, which can be opened and read by open standard interfaces</p> <p>o) Bidders shall not lock electronic files uploaded in their proposal with passwords of their choice. The Employer reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation</p>
<p><b>ITB 23.1 (a), 23.2, 23.3, 23.4, 23.5 and 23.6</b></p>	<p>Not applicable to electronic submission.</p>
<p><b>ITB 24.1</b></p>	<p>For <b><u>bid submission purposes</u></b> only, the Employer's address is</p>



	<p>Attention: Dr Joram Beda, IAS</p> <p>Street address: Meghalaya New and Renewable Energy Development Agency (MNREDA), Near BSF Camp, Nongmensong</p> <p>City: Shillong</p> <p>ZIP code: 793019</p> <p>Country: India</p> <p>Bidder shall submit its bid before expiry of the date and time for bid submission as specified in the e-Tendering platform. The system will automatically lock the tender as per the server clock. The Time followed in the portal is ordinarily as per Indian Standard Time (IST) which is GMT+5:30 hours. Bid opening date specified in the e-Tendering platform shall be taken as the final date. Employer reserves the right to open bids on or after the announced bid opening date and time specified in the e-Tendering platform <a href="https://meghalayatenders.gov.in/nicgep/app">https://meghalayatenders.gov.in/nicgep/app</a></p> <p>Bid submission and bid opening timelines will be defined as per line e-Tendering system server clock only.</p> <p><b>The original bid security and tender document / tender processing fee is to be submitted so as to reach the above address by 14:00 hrs on 07<sup>th</sup> June 2023 i.e. 30 minutes before the bid submission time given below.</b></p> <p><b>The deadline for online bid submission is</b></p> <p>Date: <b>07.06.2023</b></p> <p>Time: <b>14:30 Hrs (IST)</b></p> <p>Bid submission and bid opening timelines will be defined as per line e-Tendering system server clock only.</p> <p>The Employer will not be held responsible for delay or difficulty faced by the Bidder during online bid submission on account of issues beyond the Employer's control</p>
ITB 27.1	<p>Technical bids shall be opened online and the bidders may view the status of technical bid opening online in the e-Tendering platform. The designated representative of the Bidders may also choose to attend the technical bid opening at :</p> <p><b>Meghalaya New and Renewable Energy Development Agency (MNREDA) Near BSF Camp, Nongmensong</b></p> <p>City: Shillong</p> <p>Country: India</p> <p><b>Date: 8<sup>th</sup> June 2023</b></p> <p><b>Time: 15:00 Hrs (IST)</b></p>
ITB 27.1	<p>Electronic bid opening procedure shall be as follows:</p>

	<p>The Employer reserves the right to extend bid submission timeline or recall the tender if the e-Tendering platform is inaccessible or inoperative for over 8 hours time within the last 24 hours of the bid submission due date. The Employer shall consult the e-Tendering service provider and seek its opinion and decide to extend the bid submission timeline in accordance with the technical explanation provided by the e-Tendering service provider.</p> <p>The Price Bids will remain unopened in the e-Tendering platform and will remain encrypted, until the specified time of its opening. The Price Bids will be opened online in the e-Tendering platform upon expiry of the date and time specified in the e-Tendering platform for price bid opening. If the Price Bid details are uploaded in Technical bid slots in the e-Tendering platform, the Employer may reject the entire Bid.</p> <p>The technical bids recorded and opened at the time of opening shall be considered for evaluation.</p> <p>The Letter of Technical Bid shall be initialed by three representatives of the Employer attending the bid opening.</p> <p>The Price Bids will remain unopened in the e-procurement website and will remain encrypted, until the specified time of its opening</p>
<b>ITB 27.2, 27.3, 27.4 &amp; 27.5</b>	Not Applicable
<b>ITB 27.6</b>	<p>Replace the existing sub-clause by the following:</p> <p>Technical bids shall be opened online and the bidders may view the status of technical bid opening online in the e-Tendering platform. The Employer shall prepare a record of the opening of Technical Bids that shall include, as minimum: the name of the Bidder and whether there are alternative bids; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record</p>
<b>ITB 27.7</b>	<p>At the end of the evaluation of the Technical Bids, the Employer will open the Price</p> <p>Bids of substantially responsive bidders online on the date and time specified in the e-Tendering platform for opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.</p>
<b>ITB 27.8</b>	<p>Replace the existing sub-clause by the following:</p> <p>The Employer will notify Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document by a system generated e-mail and their Price Bids will remain encrypted in the e-Tendering portal.</p>
<b>ITB 27.10</b>	<p>Replace the existing sub-clause by the following:</p> <p>Price bids shall be opened online and the bidders may view the status of price bid opening online in the e-Tendering platform.</p>

	<p>Price Bids will be opened electronically in the presence of at least three authorized officials of the Employer. Also a system generated e-mail will be received by all the eligible bidders for price bid opening and they may come with proper authorization for witnessing opening of price bid.</p> <p>All Price Bids on the eProc system shall be opened one at a time and the following read out and recorded:</p> <p>(a) the name of the Bidder</p> <p>(b) whether there is a modification or substitution;</p> <p>(c) the Bid Prices, including any discounts and alternative offers; and</p> <p>(d) any other details as the Employer may consider appropriate.</p> <p>Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation.”</p> <p>No Bid shall be rejected at the opening of Price Bids</p>
<b>ITB 27.11</b>	<p>Replace the existing sub-clause by the following:</p> <p>The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be uploaded in the e-Tendering platform, which the Bidders can view and download</p>
<b>ITB 29.1</b>	<p>Replace the first sentence of the existing sub-clause by the following.</p> <p>To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid by e-Mail via the e-Tendering platform.”</p>

### E. Evaluation and Comparison of Bids

<b>ITB 35.2</b>	<p>The qualifications of other firms such as the Bidder’s subsidiaries, parent entities, or affiliates, “shall not” be permitted.</p>
<b>ITB 37.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: INR (Indian Rupees)</p> <p>The source of the selling exchange rate shall be: Reserve Bank of India reference rate.</p> <p>The date for the selling exchange rate shall be: The Date of the Technical Bid Opening</p>

<b>ITB 38.1</b>	Domestic preference shall Not apply.
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