

Invitation To Bid (ITB)
For
SHADOW ANALYSIS
OF
GROUND MOUNTED SOLAR POWER PLANT
FOR
ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY
(OREDA), ODISHA.

[TYPE OF TENDER: DOMESTIC – OPEN]

**Tender Enquiry No.: 11.80.10LS/105/OREDA/Shadow Analysis dated:
20.07.2023**



MECON LIMITED
(A Government of India Enterprise)
CIN No.: U74140JH1973GOI001199
RANCHI – 834 002



मेकॉन लिमिटेड
भारत सरकार का संस्थान

MECON Limited
A Government of India Enterprise
CIN No: U74140JH1973GOI001199

राँची/Ranchi-834002, झारखण्ड / Jharkhand, भारत / India	
फोन / Phone	: 0651-248-3598/ 3485/3416
फैक्स / Fax	: 0651-248-2189 / 248-2214
ई-मेल / E-mail	: ccpsranchi@meconlimited.co.in
वेबसाइट / website	: http://www.meconlimited.co.in

Disclaimer

The information contained in this Invitation to Bid (ITB) document or subsequently provided to prospective bidders, whether verbally or in documentary or any other form by or on behalf of MECON Limited (MECON) or any of its employees or advisers or consultants, is provided to prospective bidders on the terms and conditions set out in this ITB and such other terms and conditions subject to which such information is provided.

This ITB is not an agreement or an offer by MECON to the prospective bidders or any other person. The purpose of this ITB is to provide prospective bidders with information that may be useful to them in the formulation of their bid pursuant to this ITB. This ITB includes statements, which reflect various assumptions and assessments arrived at by MECON in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each prospective bidder may require. This ITB may not be appropriate for all persons, and it is not possible for MECON, its employees or advisers or consultants to consider the objectives, technical expertise and particular needs of each party who read sources this ITB. The assumptions, assessments, statements and information contained in this ITB, may not be complete and adequate. Each prospective bidder should, therefore, conduct its own investigations and analysis and should check the adequacy, reliability and completeness of the assumptions, assessments and information contained in this ITB and obtain independent advice from appropriate sources.

Information provided in this ITB to the prospective bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MECON accept so responsibility for the adequacy or otherwise for any interpretation or opinion on the law expressed herein.

The MECON, its employees, advisers and consultants make no representation or warranty and shall have no liability to any person including prospective bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this ITB or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the ITB and any assessment, assumption, statement or information contained therein or deemed to form part of this ITB or arising in any way in this Selection Process.

The MECON also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any prospective bidder upon the statements contained in this ITB.

The MECON may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this ITB.

The issue of this ITB does not imply that the MECON is bound to select a bidder or to appoint the selected bidder, as the case may be, for the services/Job and the MECON reserves the right or eject all or any of the Bids without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid/Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MECON or any other costs incurred in connection with or relating to its Bid/Proposal. All such costs and expenses will remain with the bidder and the MECON shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid/proposal, regardless of the conduct or outcome of the selection process.



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INVITATION TO BID (ITB)

Sub: Shadow Analysis of Ground Mounted Solar Power Plant for Odisha Renewable Energy Development Agency (OREDA), Odisha. (W.I 10LS)

SALIENT FEATURES OF THE INVITATION TO BID

1.	TENDER ENQUIRY NO.	11.80.10LS/105/OREDA/Shadow Analysis dated: 20.07.2023
2.	WORK DESCRIPTION	To undertake shadow analysis of ground mounted solar power plant , in accordance to Technical Specification MEC/11/S3/10LS/TS/Shadow/001 enclosed herewith at Attachment-IV .
3.	TENDER DUE DATE AND OPENING OF TECHNO-COMMERCIAL BID ON E-PORTAL OF TENDER WIZARD	Due date of Submission: 10.08.2023 by 1500 Hrs. "Indian Standard Time (IST)". Due date of Opening: 10.08.2023 by 1600 Hrs. IST.
4.	PRE – BID MEETING PLACE AND DATE & TIME	No Pre-Bid meeting shall be conducted however all clarifications/queries shall be addressed through e-mail or in the form of addendum/corrigendum as detailed in Clause No.2.0 hereinafter. All clarifications /queries with regard to subject tender may be sent through e-mail at ccpsranchi@meconlimited.co.in ;
5.	COMPLETION SCHEDULE	As per Clause no. 2.0 of Draft Work Order
6.	VALIDITY OF TENDER	120 days from the due date or extended due date (as applicable) of opening of Techno-commercial Part i.e., PART – I.
7.	COST OF BIDDING DOCUMENT	NIL
8.	AVAILABILITY OF TENDER DOCUMENTS	The Tender documents can be downloaded from www.tenderwizard.com/MECON , Tenderer who wishes to view free Notification and Tender Documents can visit www.tenderwizard.com/MECON , MECON website http://www.meconlimited.co.in/ & Central Procurement Portal, www.eprocure.gov.in ; MECON may issue Addendum (s)/ Corrigendum (s) to the Tender document, if any, which shall be on website www.tenderwizard.com/MECON , MECON website http://www.meconlimited.co.in/ & Central Procurement Portal, www.eprocure.gov.in only.
9.	TENDER PROCESSING FEE (NON REFUNDABLE)	Rs.1,770/- including GST @18%(INR One Thousand Seven Hundred Seventy Only),. (Payable to M/s ITI Ltd. Online) (Non Refundable)
10.	HELP DESK FOR E-TENDERING	For any clarification, help and registration for e-Tendering & for obtaining Digital Signature contact www.tenderwizard.com/MECON and Telephone No. 080-45811365, 080-45982100 (Helpdesk)/ 08800496478 (Shri Sandeep Gautam) /077177 43815 (Mr. Roop Narayan) .
11.	SALE/DOWNLOADING OF TENDER DOCUMENTS	Start: on 20.07.2023 Close: on 10.08.2023 at 1400 Hrs. IST www.tenderwizard.com/MECON
12.	BID SECURITY/EARNEST MONEY DEPOSIT	NIL



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13.	PLACE OF OBTAINING FURTHER INFORMATION/ALL CORRESPONDENCES WITH REGARDS TO THIS INVITATION TO TENDER	Shri Sujit Kumar Office of Sr. GM I/c (UCIL Proc. & CCES) MECON Limited, Vivekananda path, Doronda, Ranchi-834002 Phone no. 0651 248 3416 E-mail: ccpsranchi@meconlimited.co.in ,
14.	Consortium bidding	Consortium bidding is not allowed for this tender. The bidder should be a Sole business entity.
15.	Bid Currency	Indian Rupees only
16.	Type of bidding	Domestic bidding (Open Tender)
17.	(a) ELIGIBILITY CRITERIA (TECHNICAL)	Bidder should have carried out shadow analysis of at least one (1) number ground mounted solar photo voltaic project of minimum 12MW capacity, either independently or along with other works /services of solar PV project in last 7 (seven) years prior to the date of NIT (Notice Inviting Tender). Documents to be submitted in support of above eligibility criteria: 1, Work Order or Contract or Letter of award issued by end user and duly endorsed by Bidder 2. Performance certificate or Work completion certificate from end user and duly endorsed by bidder. 3. Name, address and contact details of end user duly endorsed by bidder.
	(b) ELIGIBILITY CRITERIA (FINANCIAL)	Financial Eligibility Criteria : 1. For companies that are Non Start – Ups : i. The average annual financial turnover of the bidder during last (3) three consecutive financial years ending with 31st March' 2022 i.e. for FY 2019-20, 2020-21 and 2021-22 shall be minimum Rs.1,00,000/- (Indian Rupees One lakh only) . ii. Bidder shall submit signed copy of Audited Annual Financial Reports for last 3 (three) consecutive financial years ending 31 st March' 2022 (Balance Sheet and Profit & Loss Account). The signed Balance Sheet and Profit & Loss Account furnished by Bidders for financial eligibility should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant & UDIN, if required, as per guideline of ICAI. iii. In case bidder is not a Company and is not able to submit the above, Chartered Accountant's Certificate may be submitted to substantiate the financial eligibility. The Chartered Accountant's Certificate should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and UDIN. iv. In case of Companies/ Firms which are less than three (3) years old, the average annual financial turnover of the bidder shall be calculated by considering the turnover as per the audited balance sheet and profit & loss statement or CA certificate submitted by the bidder for the available period divided by three (3).



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	<p>v. In case of Companies/ Firms which are more than three (3) years old, bidders are mandatorily required to submit audited balance sheet and profit & loss statement or CA certificate for all the three (3) consecutive financial years failing which their offer will be liable for rejection.</p> <p>Note: Relaxation of 15% in prequalification criteria with respect to Prior Turnover to MSE and 20% in case of SC/ ST and women MSE enterprise shall be applicable.</p> <p>2. For companies that are Start – Ups :</p> <p>i. The average annual financial turnover of the bidder during last (3) three consecutive financial years ending with 31st March' 2022 i.e. for FY 2019-20, 2020-21 and 2021-22 shall be minimum Rs.50,000/- (Indian Rupees Fifty Thousand only).</p> <p>In case a bidder is a Start-Up Company and also an MSE bidder, then relaxation in Financial Eligibility as mentioned above shall only be applicable, and no additional relaxation in Financial Eligibility towards MSE shall be applicable. For Start up Company, bidder shall submit DPIIT certificate.</p>
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1.0 ABOUT MECON

MECON is an Autonomous company reporting to the Ministry of Steel, Govt. of India. It was set up to carry out Consultancy services and related activities in the area of Steel Plants. MECON Limited provides services in Power, Energy & Environment, Infrastructure, Oil & Gas, Metallurgy and other specialized areas. MECON's Head office is located at Ranchi.

- 2.0 M/s MECON Limited (hereinafter referred to as Employer) have pleasure in enclosing the following tender documents for the above work and invite e- bids from prospective Domestic bidders with the best & binding offer for executing the work as per the scope on lumpsum basis as detailed in the Technical Specification enclosed at **Attachment-IV** and as per Draft Work order (**Attachment-II**) for **Shadow Analysis of Ground Mounted Solar Power Plant for Odisha Renewable Energy Development Agency (OREDA), Odisha.**

3.0 Content of Bidding documents:

Sl. No.	Description	Attachments
i)	Invitation to Bid (ITB)	---
ii)	Bid form	Attachment I
iii)	Draft Work Order	Attachment II
iv)	Price Schedule Format	Attachment III
v)	Technical Specification	Attachment IV
vi)	Declaration by Bidder for ' No Deviation ' from terms & conditions of ITB	Attachment V
vii)	Format for Invoicing	Attachment VI



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viii)	Format of application for obtaining payment through electronic fund transfer (NEFT/RTGS)	Attachment VII
ix)	No Claim Certificate Format	Attachment VIII
x)	Statutory Compliance Format (Undertaking)	Attachment IX
xi)	Undertaking	Attachment X
xii)	Proforma for Insurance (Undertaking)	Attachment XI
xiii)	GUIDELINES/ INSTRUCTIONS FOR REVERSE AUCTION	Attachment XII

A copy of all the Attachments (I – XII) shall be submitted by the Bidder, along with their offer, duly signed on each page as a token of acceptance of all terms & conditions of the tender enquiry by the Bidder.

Note:

- a) Request for extension of Bid submission date shall not be entertained. However, MECON reserves the right to extend bid submission date. Any change in the due date, or/and any modification of the Bid Document which may become necessary, shall be notified on MECON's website/ Government e-procure website. Bidders shall ensure that offers are submitted taking cognizance of all corrigenda/addenda.
- b) **THIS IS A 'NO DEVIATION' TENDER AND OFFER OF THE BIDDERS TAKING DEVIATIONS IN ANY TERMS & CONDITIONS OF THE BID SHALL BE SUMMARILY REJECTED.**
- c) It is mandatory for Successful bidder to be registered on GeM (Government e-Marketplace) and obtain a unique GeM seller ID before placement of order. *Successful bidder shall register themselves on GeM (Government e-Marketplace) and obtain a unique GeM seller ID before placement of order in line with Office Memorandum no. 6/9/2020 – PPD dated 24.08.2020 of Government of India and subsequent amendment issued in this regard.*
- d) Any change in the due date shall be notified on www.tenderwizard.com/MECON, MECON's website, Government e-procure website.
- e) Price bid shall be opened for the bidders who are techno-commercially acceptable
- f) Offer has to be submitted by Sole Bidder only. Offers submitted in JVs/ Consortium shall not be accepted.
- g) Bidders may depute their authorized representative, on due date of submission of the tender specified above during opening of techno-commercial offer.

4.0 SUBMISSION OF BID

- 4.1 Tender shall be prepared and submitted online on the e-portal as per the instructions given in ITB. **All the duly filled in Attachments shall be stamped & signed on each page** as a token of acceptance to the terms & conditions and shall be scanned & uploaded by the Bidder along with their tender.
- 4.2 **Digital signatures are required for entire tendering process.**
- 4.3 Bidders are advised to use Class III Digital Signature Certificate to participate in e-procurement. The bid should be submitted at the e-tender (www.tenderwizard.com/MECON) by the bidders who have valid signatures against payment of requisite tender fee on or before the closing date of time indicated in the bid document. MECON or ITI Limited shall not be responsible for any delay in bid submission due to last minute rush or server becoming slow/ busy/ not responding. **Bids submitted by any other mode will not be accepted and will be summarily rejected.**



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4.4 Bid should be submitted at the e-tender (www.tenderwizard.com/MECON) in Two Bid system in two parts as below:

- i) Un-priced techno-commercial bid (Part – I)
- ii) Price bid (Part – II)

Digital signatures are required for entire tendering process.

The un-priced techno-commercial bid shall contain all details along with the supporting documents (including the documents required in physical form, as stated herein below) scanned and uploaded by the bidder as per the requirement **without indicating price quote**.

All pages of the bid document shall be stamped & signed by the authorized person of the firm/ company.

4.5 Tender shall be prepared and submitted online as follows:

PART - I: Techno Commercial Part

Documents to be uploaded shall contain:

- i) **Cover letter indicating offer No. and date** detailing list of contents in the bid document being submitted by the Bidder.
- ii) Documents as per eligibility criteria.
- iii) Signed & stamped Invitation to Bidder (ITB) including all the attachments enclosed with this ITB, duly signed, stamped and filled (wherever necessary).
- iv) Copy of GST registration certificate and PAN.
- v) The “Power of Attorney” or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, to be uploaded (scanned copy of original), when the power of attorney is a special “Power of Attorney” relating to this specific tender only. Attested/ notarized true copy of the “Power of Attorney” shall be uploaded in lieu of the original, if the power of attorney is a general “Power of Attorney”. However, photocopy of such notarized true copy shall not be uploaded.
- vi) Un-priced schedule as per format enclosed to be uploaded indicating quoted/ not quoted/ included as applicable.
- vii) Certificate of Incorporation issued by Registrar of Companies / Partnership deed/ Affidavit for proprietorship firm.
- viii) Bid form (Duly filled in) and signed (Attachment-I of ITB)
- ix) Valid registration certificates for MSE bidders/ firms.

Note: Bidder shall also take notice of the following points during preparation and submission of price format:

- a) Bidder shall submit their Price bid strictly as per the Price Format (Attachment – III of ITB) provided along-with MECON’s tender document. Price submitted by Bidder in any other format shall render their offer invalid and shall not be considered for evaluation.
- b) There shall be no change or addition/ deletion except for filling-up of the actual price/ rate in the Price part submitted in Part – II.
- c) Please note that neither Price should be given in Blanked Price Format nor price bid should be put in this commercial part. In case this condition is not complied, **the bid may be summarily rejected**.
- d) Applicant is liable to be disqualified, even though they meet the eligibility criteria, if they
 - i) Made misleading or false representations, statements and attachments submitted in proof of the qualification requirements, and/ or
 - ii) Record of poor performance such as abandoning the works, not properly completing the supply order, inordinate delays in completion or supply, litigation history, or financial failures etc.



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4.6 PART - II: Price Part

- i) Price part shall contain PRICE indicating incidence of tax (rates), if any, as per price format (Attachment – III) without any terms & conditions.

Price Schedule (Microsoft Excel File) is to be downloaded from www.tenderwizard.com/MECON and then is to be filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all. Bidders to note that any change in Price Schedule format shall be notified through corrigendum/ addendum and the same shall be considered for submission of price bid. **In case Bidders have already submitted their bid before publishing of corrigendum/ addendum related to change in price schedule format, the bidders are requested to re-submit price bid as per the changed Price Schedule format. Failure to re-submit the bid in such case may lead to auto rejection of the bid by the system for which bidder shall be solely responsible.**

Note:

Bidder shall ensure that GST rate with HSN/ SAC code (as applicable) is indicated against individual/ total items of the price schedule attached with ITB. Bidder shall also ensure that any payment shall be claimed through Tax Invoice only except for GST exempted items. For GST exempt items, Bidders shall raise Bill of supply for claiming payment.

- 4.7 All correspondences with regards to this tender enquiry shall be made through e-portal with an e-mail copy to ccpsranchi@meconlimited.co.in. Detailed Address is indicated below. **However, tender shall be submitted in the e-portal only.**

Interested Bidders may obtain further information from the office of the:

Shri Sujit Kumar

Sr. GM I/c (UCIL Proc. & CCES)
MECON Limited, Vivekananda path,
Doranda, Ranchi-834002
Phone no. 0651 248 3416
E-mail: ccpsranchi@meconlimited.co.in

- 4.8 Insertion, post-script, addition and alteration shall not be recognized unless confirmed by bidder's signature and stamp.
- 4.9 Incomplete Bid or Bids not submitted as per requirement of MECON as indicated in the 'Invitation to Bid' shall be liable to be rejected.
- 4.10 The completion of work is of prime importance and the bid is to be finalized within shortest possible time. As such, bidder is requested to furnish an exhaustive/complete offer so that required clarifications/discussions can be minimized.

5.0 ARRANGEMENT OF BID

The Bid shall be neatly arranged, be plain and legible, type-written on white paper with consecutively numbered pages in solid binding and each page signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid.

6.0 LANGUAGE

The Bid shall be submitted in English language.

7.0 COST OF TENDER DOCUMENT

NIL



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8.0 NO CLAIM OR COMPENSATION FOR SUBMISSION OF BID

The bidder whose Bid is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Bid, even though MECON may elect to withdraw the Invitation to Bid.

9.0 MICRO & SMALL ENTERPRISES (MSE):

MSE bidders/ firms holding valid registration certificates, that the bidder is a Micro or Small Enterprises registered with MSME or NSIC or District Industries Centers or Khadi and Village Industries Commission or Khadi and village Industries Board or Udyog Aadhar Memorandum or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

MSEs would be treated as owned by SC/ST entrepreneurs:

- In case of proprietary MSE, proprietor(s) shall be SC/ST
- In case of partnership MSE, the SC/ST partners shall be holding at least 51% (Fifty-one per cent) shares in the unit
- In case of Private Limited Companies, at least 51% (Fifty-one per cent) share shall be held by SC/ST promoters.

10.0 PURCHASE PREFERENCES (AS APPLICABLE)

i) For MSE Registered Bidder

Where the evaluated L1 is not a Micro or Small-scale Enterprise, MECON reserves the right to place order for supply of at least 25% of the tendered quantity of material, on the participating Micro & Small-scale Enterprise(s) (MSEs) whose evaluated price lie within +15% of the evaluated L1 price and who agree to accept L1 rate/ price for the tendered items. The 25% portion of supplies will be taken out from L1 bidder, as the case may be, following the procedure outlined below:

a. **Where there are no MSE owned by ST/ SC entrepreneur**

The order is to be equally divided amongst all participating MSEs who agree to accept L1 rate/ price. Contract price of individual order shall be arrived considering the quantity to be supplied and L1 rate/ price of the tendered item(s)

b. **Where there is single/ multiple MSE owned by ST/ SC entrepreneur**

Order for supply of 4% out of 25% of the tendered quantity is to be placed on the participating MSE owned by the SC/ ST entrepreneur provided they agree to accept L1 rate/ price. Order for balance quantity shall be divided equally amongst all MSEs who agree to accept L1 rate/ price. Contract price of individual order shall be arrived considering the quantity to be supplied and L1 rate of the tendered item(s).

In case more than one MSE owned by the SC/ ST entrepreneur, order for supply of 4% out of 25% of the tendered quantity shall be divided equally amongst them provided they agree to accept L1 rate/ price. Contract price of individual order shall be arrived considering the quantity to be supplied and L1 rate of the tendered item(s).

c. **Where / there is single multiple MSE of women entrepreneur**

Order for supply of 3% out of 25% of the tendered quantity is to be placed on the participating MSE owned by the women entrepreneur provided she agrees to accept L1 rate/ price. Order for balance quantity shall be divided equally amongst all MSEs who agree to accept L1 rate/ price. Contract price of individual order shall be arrived considering the quantity to be supplied and L1 rate of the tendered item(s).



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- d. In case more than one MSE owned by the women entrepreneur, order for supply of 3% out of 25% of the tendered quantity shall be divided equally amongst them provided they agree to accept L1 rate/ price. Contract price of individual order shall be arrived considering the quantity to be supplied and L1 rate of the tendered item(s).
- e. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and they match the L1 price.

If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+ 15%) then opportunity to match L1 rate of the tender shall be given first to MSE, who have quoted lowest rate among the MSEs within price band of L1 +15% and the total quantity shall be awarded to him after matching the L1 price of the tender.

If the MSE who have quoted the lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in the order shall be given chance to match the rate of L1 for award of order/ quantity.

- f. Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.

Note:

- MSEs participating in the tender must submit valid & authorized copy of certificate of registration. The MSE who have applied for registration or renewal of registration, but have not obtained the valid certificate as on close of date of tender, are not eligible for exemption/ preference.
- The purchase preference for MSEs is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.

ii) For Local Supplier (In line with GOI Order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020)

- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only **'Class – I Local Supplier' as defined in this tender are eligible to bid irrespective of purchase value. In case bidder does not fall under category of Class – I local supplier, decision of MECON shall be final & binding regarding acceptance/ non acceptance of bid for Class – II Local Supplier.**
- b. Only 'Class – I Local Suppliers' and 'Class – II Local Suppliers', as defined in this tender, shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global Tender Enquiries, 'Non - Local Suppliers' shall also be eligible to bid along with 'Class – I Local Suppliers' and 'Class – II Local Suppliers'. In procurement of all goods, services or works, not covered by sub – para {i.(a)} above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161 (iv) of GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.
- c. Subject to the provisions of the above-mentioned Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to "Class – I Local Supplier" in the manner specified hereunder:
- A.** In procurement of goods or works, which are covered by paragraph ii.(b) above and which are divisible in nature, the "Class – I Local Supplier" shall get purchase preference over "Class – II Local Supplier" as well as "Non – Local Supplier", as per the following procedure:
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is "Class – I Local Supplier", the contract for full quantity will be awarded to L1.



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- If L1 bid is not a “Class – I Local Suppliers”, 50% of the quantity to be ordered shall be awarded to L1 bidder. Thereafter, the lowest bidder among the ‘Class – I Local Suppliers’ will be invited to match the L1 price for the remaining 50% quantity subject to the Class – I Local Supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such “Class – I Local Supplier” subject to matching the L1 price. In case such lowest eligible “Class – I Local Supplier” fails to match the L1 price or accepts less than the offered quantity, the next higher “Class – I Local Supplier” within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on “Class – I Local Suppliers”, then such balance quantity may also be ordered on the L 1 bidder.
- B.** In procurement of goods or works which are covered by paragraph ii.(b) above and which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the “Class – I Local Supplier” shall get purchase preference over “Class – II Local Supplier” as well as “Non-Local Supplier”, as per following procedure:
- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a “Class – I Local Supplier”, the contract for full quantity will be awarded to L1.
- (ii) If L1 is not “Class – I Local Supplier”, the lowest bidder among the “Class – I Local Supplier”, will be invited to match the L1 price subject to Class – I Local Supplier’s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such “Class – I Local Supplier” subject to matching the L1 price.
- (iii) In case such lowest eligible “Class – I Local Supplier” fails to match the L1 price, the “Class – I Local Supplier” with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the “Class – I Local Supplier” within the margin of purchase preference matches the L1 price, the contract may be awarded to the L 1 bidder.
- (iv) **Class – II Local Supplier will not get purchase preference in any procurement, undertaken by procuring entities.**
- C.** In tenders where it is intended to award contract to multiple bidders subject to matching of L1 rates or otherwise, the “Class – I Local Supplier” shall get purchase preference over “Class – II Local Supplier” as well as “Non – Local Supplier”, as per following procedure:
- (i) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only “Class – I Local Supplier” shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only “Class – I Local Supplier”.
- (ii) In other cases, “Class – II Local Supplier” and “Non – Local suppliers” may also participate in the bidding process along with “Class – I Local Supplier” as per provisions of the above order.
- (iii) If “Class – I Local Supplier” qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case “Class – I Local Supplier” do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the “Class – I Local Supplier” over “Class – II Local Supplier” / “Non - Local Suppliers” provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the “Class – I Local Supplier” taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- (iv) First purchase preference has to be given to the lowest quoting “Class – I Local Supplier”, whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting “Class – I Local Supplier”, does not



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qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher "Class – I Local Supplier", falling within 20% margin of purchase preference, and so on.

Definitions: For the purposes of this tender:

- **"Local content"** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- **"Class – I Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class – I Local Supplier".
- **"Class – II Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class – II Local Supplier" but less than that prescribed for "Class – I Local Supplier".
- **"Non – Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class – II Local Supplier".
- **"L1"** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- **"Margin of purchase preference"** means the maximum extent to which the price quoted by a "Class – I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be **20%**.
- **"Nodal Ministry"** means the Ministry or Department identified pursuant to Government's order in respect of a particular item of goods or services or works.
- **"Procuring entity"** means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
- **"Works"** means all works as per Rule 130 of GFR – 2017, and will also include turnkey works.
- **Minimum local content:** The "local content" requirement to categorize a supplier as "Class – I Local Supplier" is **minimum 50%**. For "Class – II Local Supplier", the 'local content' requirement is **minimum 20%**. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as "Class – I Local Supplier" / "Class – II Local Supplier". For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for "Class – I Local Supplier" and "Class – II Local Supplier" respectively. Below 20 %, the supplier will be categorised as Non – Local Supplier.

Note:

- a) In case a bidder falls under both the categories viz. the bidder is MSE as well as local supplier, bidder shall clearly specify in the tender document, the category of purchase preference to be applied during evaluation of his price i.e. either as MSE registered bidder or as Local Supplier. In the event the bidder fails to specify the same, the purchase preference as applicable for MSE registered parties shall be applicable.
- b) The "Class – I Local Supplier"/ "Class – II Local Supplier" at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for "Class – I Local Supplier"/ "Class – II Local Supplier", as the case may be. They shall also give details of the location(s) at which the local value addition is made.



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- c) In cases of procurement for a value in excess of Rs. 10 crores, the “Class – I Local Supplier”/ “Class – II Local Supplier” shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- d) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

11.0 CLARIFICATION

MECON may seek clarification from any Bidder to clarify any aspects of the bidder’s offer that require explanation at the stage of the evaluation. MECON may invite the Bidder(s) to a clarification meeting, if required. During these meetings, MECON may bring to the attention of the Bidder any matters, technical or otherwise, where for whatever reason, it requires clarification/ details/ documents about the tender. All such amendments or changes required by MECON will be listed and will be notified to all the Bidders. **A negative determination/ failure to submit the required qualification documents will result in rejection of the Bidder’s bid.** MECON will advise the Bidder of any exceptions or deviations in the offer, which are to be withdrawn.

12.0 ARRANGEMENT OF TENDER

The Tender shall be neatly arranged, be plain and intelligible, type-written on white paper with consecutively numbered pages in solid binding and each page signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Tender.

13.0 NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER

The bidder whose Tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Tender, even though MECON may elect to withdraw the Invitation to Tender.

14.0 OPENING of Part-II: Price Bid/ REVERSE AUCTION

MECON Limited reserves the right to finalize the tender through online mode or through e-Reverse Auction as per the procedure outlined below:

In case of online mode

Bidders who are found techno-commercially & financially acceptable will only be considered for opening the price bid. Price-bid maybe opened in the presence of such duly authorised representatives of bidder who may wish to attend the price bid opening on a specific date and time. The eligible bidders will be informed about the date and time of Price-bid opening as advance notice (**maximum 3 working days**). In case of deputing authorized representative to witness price bid opening, only one authorised representative of each bidder shall attend the price bid opening.

The authorized representative of vendors shall be required to sign on attendance sheet/ attendance register.

In case of e-Reverse Auction: As per Attachment (XII)



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15.0 FINALISATION OF ORDER

- 15.1 While MECON will endeavour to finalize the tender at the earliest, it reserves the right to delay finalization of tender, if necessary, without assigning any reasons for the same. During finalization of the tender, MECON is not bound to accept lowest or any tender or to assign reasons whatsoever for non-acceptance.
- 15.2 **Price bid shall be opened for the bidders who are techno-commercially acceptable.**
- 15.3 ***The L1 bidder shall be the bidder having the lowest Total Contract Price less GST for complete scope of work amongst the bidders whose offers are found to be techno-commercially acceptable.***
- 15.4 In case, during the evaluation process, if there are changes in tax rate or abolition of old tax or introduction of new tax, cess etc., accordingly the tax treatment or new tax shall be considered for arriving Total Contract price.
- 15.5 During evaluation if it is found that bidder has quoted incorrect applicable rate of tax then correct applicable rate of tax shall be considered for arriving Total Contract price.
- 15.6 For GST rate quoted by Bidders w.r.t. HSN/SAC Code, the GST rate applicable as per statute for that particular HSN/SAC Code shall be considered.
- 15.7 In case of any difference in basic price of any item of price-bid and the basic price arrived by considering the indicated unit rate and total quantity of that particular item, the Unit rate shall be accepted as the valid rate and the basic price against the item shall be arrived by considering the said Unit rate of that item and the quantity as specified in the price schedule format. The total basic amount against all the items of the price schedule shall be arrived by adding basic price of all items evaluated based on above methodology.
- 15.8 Final discussions shall be held with the techno-commercially acceptable L-1 Bidder only, if required.
- 15.9 **Bidder must quote their rates mandatorily against all the items in Price Schedule enclosed with this tender. Part quotation (Part Order) is not acceptable for this package. In case a bidder does not quote for item (s), his offer shall be summarily rejected.**
- 15.10 **Base Date of Contract Price shall be Date of submission of the Final Price Bid. In case Reverse Auction is conducted for the package, Base Date of Contract Price shall be date of completion of Reverse Auction.**
- 15.11 **In case price quoted by any bidder is silent on the incidence of taxes & duties, it will be construed that the price quoted by him include the incidence of all taxes, duties, levies etc.**

16.0 CONFIDENTIALITY

Bidder shall note that all data/ drawings/ specification enclosed with Bid document are confidential. Bidder shall keep all data/ drawings in strict confidence and shall not copy or pass on any of the Bid papers etc. to any third party.

17.0 SUSPENSION/ BANNING OF BIDDER

Bidders who are found to have performed poorly or committed misconduct or Fraud or anything unethical at any stage beginning from submission of tender till completion of order execution shall be banned/ suspended for business dealings with MECON. Period of banning/ suspension shall be governed by MECON's prevailing approved Suspension/ Banning procedures.



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18.0 NOTICE ON BEHALF OF MECON

Notice and Certificate on behalf of MECON in connection with the tender may be given by duly authorised officers of MECON. Any modification which may become necessary in the interim period will be intimated to the Bidder as soon as possible.

19.0 Order of Precedence

Pre-Award Stage

In the event of any ambiguity or conflict between the terms and conditions of ITT, Its Annexures, its Attachments, Technical Specification and the draft work order, the order of precedence shall be as follows:

- i) ITB
- ii) Annexure & Attachments of ITB
- iii) Draft Work Order
- iv) Technical Specification

20.0 CONFLICT OF INTEREST AMONG BIDDERS

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MECON's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner(s) in common; or b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or c) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or d) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all the respective bids in which the parties are involved. However, this does not limit the inclusion of the software/components. Further, action as outlined in Banning Procedure of MECON shall be initiated.

21.0 GENERAL

- i) Bidder shall submit their offer strictly in accordance with the technical specifications & as per terms and conditions of tender document.
- ii) Bidders shall obtain all necessary information as to risks, contingencies and circumstances which may influence or effect their Tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- iii) If the bidder deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the MECON reserves the right to reject such tender.
- iv) Tender documents are not transferable.
- v) The Bidder(s) will not enter with other participating Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, clarifications on bid or any other actions which restrict competitiveness or introduce cartelisation in the bidding process.
- vi) Before submission of tender, Bidders are advised to make themselves fully conversant with the conditions of tendering, General conditions, etc. They are also advised to physically visit the site nature and modus operandi of job prior to quote for the same.



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23.0 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority vide order of Ministry of Finance Department of Expenditure Order (Public Procurement No.: 1) Order No.6/18/2019-PPD, Dt: 23.07.2020.

Bidders Certification to be submitted along with the Bid compliance to the above clause:

- i) We hereby certify and undertake that in case of becoming successful bidder, we shall mandatorily comply with above clause.
- ii) We hereby confirm and accept that any false declaration and non-compliance of the clauses given in above would be a ground for immediate rejection of our offer or termination of the contract and further legal action in accordance with the laws.

24.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

MECON, however, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for MECON action.

Thanking you

Yours truly,
For **MECON LIMITED**

(Sujit Kumar)
Sr. GM I/c (UCIL Proc., CCES, IH & Security)
MECON Limited, Vivekananda path,
Doranda, Ranchi-834002
Phone no. 0651 248 3416
E-mail: ccpsranchi@meconlimited.co.in

Encl: As above



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Attachment – I

BID FORM

Bidder's Offer No.

dated

To,
Sr. GM I/c (UCIL Proc., CCES, IH & Security)
MECON Limited, Vivekananda Path, Doranda
Ranchi-834002

Ref: Your ITB no. _____ dated: _____

Having examined the bidding documents, including Addenda, the receipt of which is hereby acknowledged, we, the undersigned, offer to execute the above-named work in full conformity with the said bidding documents without any deviation for the price as mentioned in the Price Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

It is hereby confirmed that our offer is strictly as per tender specification and there is no deviation to the tender documents. We further confirm acceptance of all commercial terms and conditions as per above referred tender enquiry without any deviation whatsoever.

We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.

We undertake, if our bid is accepted, to commence execution of work and to achieve completion within the respective times stated in the bidding documents / quoted by us in our bid.

If our bid is accepted, we undertake to provide a Security Deposit in the form demand Draft, in the amount, and within the time specified in the bidding documents.

We agree to abide by this bid, which consists of this letter and Attachments hereto, for a period of 120 days from the date fixed for opening of bid as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive and in- turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.

We hereby declare that :

- i. Our organisation have not been banned or delisted by any Government or Quasi Government agencies or Public Sector Undertakings. I agree that on verification if it is found that we have given misleading /false information, then our bid will be summarily rejected.
- ii. Price quoted are as per terms of Invitation to Bid/Draft work order.
- iii. All taxes and duties, charges, levies are indicated in the price bid.
- iv. Quoted Price is inclusive of all incidental charges.



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- v. We agree that person signing the Bid form or any document forming part of the Contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if on enquiry it appears that the person signing had no authority to do so, MECON may, without prejudice to other civil and criminal remedies, cancel the order and hold the signatory liable for all costs and damages.
- vi. We agree that if the Bid is not accepted, shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Bid, even though MECON may elect to withdraw the Invitation to Bid.
- vii. On placement of Order against the above referred tender enquiry, we undertake to comply with all legal regulations and comply with statutory rules with regard to PF, Minimum wages, EPS, ESI, statutory taxes & duties, legal notice etc. for the work to be executed by us. We shall keep MECON fully indemnified against any or all claims arising out of the above with regard to the subject Order.
- viii. We hereby declare that our organization have submitted the details, as required in the tender enquiry, is true to the best of our knowledge, correct and no information has been concealed there from. In case of any information is found untrue or incorrect or false at any stage of tendering or in ordering process, our offer/ order, if placed on us, will immediately stand cancelled and we will compensate all expenditure incurred by MECON during this process without protest or demur.

We hereby declare submission of following documents

Sl. No.	DESCRIPTIONS	The Bidder shall fill up the details as submitted/not submitted/ not applicable
1	Bid form (duly filled in, signed and stamped)	
2	Cost of tender document	
3	Earnest Money Deposit	
4	Proof of MSE	
	Whether the bidder is registered as Micro, Small or Medium Enterprise under MSMED Act, 2006	YES/NO (Please tick)
	If, YES – Please indicate Whether Micro/Small/Medium	Micro/Small/Medium (Please tick)
	If, MICRO/ SMALL, please submit/attach copy of Registration Certificate / UDYOG AADHAAR Certificate/ Udyam Registration Certificate	
	Whether MSE is owned by SC/ST (if Yes, Documentary proof to be submitted)	
	Whether MSE is owned by Women	
5	Whether the bidder is Class I Local Supplier as per stipulations of this tender.	YES/NO (Please tick)
A	If, no then, please indicate Whether Class II Local Supplier/ Non-Local Supplier	Class II/ Non-Local (Please tick)
B	Kindly indicate percentage of Local Content of the items offered by you against the tender.	
6	Power of Attorney/Authorization of person signing the Bid document with the seal of the company (in original or notarised)	



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MECON Limited
A Government of India Enterprise
CIN No: U74140JH1973GOI001199

रॉची@Ranchi-834002, झारखण्ड / Jharkhand, भारत / India	
फोन / Phone	: 0651-248-3598 / 3485/3416
फैक्स / Fax	: 0651-248-2189 / 248-2214
ई-मेल / E-mail	: ccpsranchi@meconlimited.co.in
वेबसाइट / website	: http://www.meconlimited.co.in

7	Documentary evidence of Company / Firm registration (Certificate of incorporation/ Partnership deed /Affidavit of proprietorship)	
8	Copy of PAN & GSTN	
9	Un-priced copy of Price schedule	
10	Amendments/ corrigenda/ Addenda etc. on this bid document, if any, issued by the MECON, duly signed by the Bidder	
11	Details of ongoing merger/demerger, Liquidation process, if any	
12	GeM Registration Number of Bidder	
13	Audited Annual Financial Reports / Profit & Loss Account and Balance Sheet statement or duly notarised certificate from Chartered Accountant showing turnover	2021-22 2020-21 2019-20
14	Documents required to fulfil Technical & Financial Eligibility criteria	

We hereby declare that our organisation have submitted the details, as required in the bid enquiry, is true to the best of our knowledge, correct and no information has been concealed there from. In case of any information found untrue or incorrect or false at any stage of bidding or in ordering process, our offer/ order, if placed on us, will immediately stand cancelled and we will compensate all expenditure incurred by MECON during this process without protest or demur.

Dated thisday of, 2022.

[signature]

In the capacity of

[Name & position]

Duly authorised to sign this bid for and on behalf of [name of bidder]

(Seal of the Company)

Address :

Phone No. :

Mobile no. :

Fax No. :

E- mail :



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Attachment - II

DRAFT WORK ORDER

Work Order No.

To,

M/s

Work Order No.	Date of Order	Completion Date	GeM's Seller Reg. No.
11.80.....			

Sub.: Work order for Shadow Analysis of Ground Mounted Solar Power Plant for Odisha Renewable Energy Development Agency (OREDA), Odisha. (W.I 10LS)

- Ref. : 1) Our Bid Notice No. dated.....
2) Corrigendum No..... dated
- 3) Your Offer No.dated
- 4) Subsequent discussions ending with your letter no. dated

Dear Sirs,

With reference to above, we, the **MECON LIMITED** (herein after referred to as EMPLOYER) are pleased to place our Work Order on you (herein after referred as CONTRACTOR) required for carrying out **above mentioned work** as per terms & conditions herein below:

COMMERCIAL TERMS & CONDITIONS

1.0 SCOPE OF WORK AND SERVICES

The scope of work includes the **Shadow Analysis of Ground Mounted Solar Power Plant for Odisha Renewable Energy Development Agency (OREDA), Odisha**, as detailed in the Technical Specifications enclosed herewith at **Annexure-I** and the following:

- 1.1 The contractor shall provide all labour, materials, instruments, equipments, tools, tackles, consumables, stationery, etc., whether temporary or permanent in nature, required for complete execution of the assigned work, as required, by MECON.
- 1.2 The contractor shall be responsible to complete the work in all respect. Contractor shall submit all statutory documents as asked by MECON.
- 1.3 The contractor shall take necessary insurance, as required, for this work order towards their workmen, personnel, etc. as applicable.
- 1.4 The contractor shall abide by statutory regulations, labour rules, safety codes during execution of order and obtaining clearance from MECON and relevant statutory authorities as required.
- 1.5 The contractor shall abide by all statutory obligations including ESI, EPF, etc. during execution of order. Contractor shall submit all documentary evidence in this respect such as ESI, EPF certificates and Minimum Wage Certificate along with each and every bill or as required by MECON.
- 1.6 The contractor shall be responsible for timely payment of wages/ benefits to labourers & supervisory personnel engaged at site as per Wage Acts prevailing during execution of work,



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keeping MECON completely indemnified against such payments. CONTRACTOR shall keep a record of such payment and produce the same on demand by MECON.

- 1.7 The contractor shall follow the standard practice in vogue in respect of payment of wages etc. to workmen / contract labour employed by Contractor's / his sub- Contractor at project sites.
- 1.8 Material brought to site shall not be removed from the site without the written consent of MECON.
- 1.9 No work shall be covered up or put out of view without the approval of MECON.
- 1.10 The contractor shall provide, erect and maintain own site office and stores (if required) for the work and arrange for maintaining in neat manner of the area placed at the contractor's disposal.
- 1.11 The contractor shall maintain the full strength of personnel and equipment (if required) at site at all time during the tenure of the order. The equipment shall be regularly overhauled and maintained in good working condition with proper calibration and desired accuracy.

2.0 TIME FOR COMPLETION

The time for completion of the scope of work shall be as per clause no. 03 of Technical specification.

3.0 CONTRACT PRICE

Contract Price for the total scope of work enumerated in this Purchase order, based on agreed unit rates and quantity as per BOQ/deliverables of technical specification, is indicated in the Price Schedule (**Annexure-II**) enclosed. Contract price is inclusive of all the cost elements, applicable taxes, duties, levies, expenses towards various statutory and regulatory bodies and insurance coverage and shall be firm and binding till completion of the order.

- 1.1 The contract price is firm and shall not be subject to any variation whatsoever except for statutory variation / withdrawal of existing taxes & duties and/or imposition of new taxes and duties, as may be applicable and such variation in taxes & duties shall be to MECON's account. However additional tax liability arising due to non compliance of supply/work within contractual completion period for reasons attributable to Contractor, for which input credit is not available, shall have to be borne by the Contractor.
- 1.2 In case the Input Tax Credit of GST is denied or demand is recovered from MECON Ltd., on account of any non compliance by Contractor, including non-payment of GST charged and recovered, same would be recovered from Contractor. Contractor shall indemnify MECON Ltd. in respect of all claims of tax, penalty and /or interest, loss, damage, costs, expenses and liability that may arise due to non compliance.

The Contract price shall be for the entire facilities on a single point responsibility basis such that the total Contract price covers all the contractor's obligations mentioned in or to be reasonably inferred from the bidding documents. The GST as per prevailing rates as applicable shall also be paid by MECON on submission of Tax Invoice as per GST Act & Rules. GST will be reimbursed /paid at actual against fulfilment of following conditions in order to ensure Input Tax Credit of GST (ITC) as prescribed under GST Act/Rules:-

- i) Contractor should submit valid Tax Invoice as prescribed in the GST Act/ Rules;
- ii) Contractor should file valid statutory returns for the tax period on the Goods and Service Tax Portal that may be necessary to match the invoice on GSTN common portal and enable MECON to claim input tax credit in relation to any GST payable. Contractor should make the payment of Tax in time with respect to GST.

The above Contract Price also includes all charges towards to & fro travel for completion of the scope of work, local travel expenses at the place of visit, boarding & lodging charges and all incidental expenses for completion of the scope of work.



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3.1 Base Date: The Base Date of the Contract Price is[Base Date of Contract Price shall be due Date of submission of the Final Price Bid. In case Reverse Auction is conducted for the package, Base Date of Contract Price shall be date of completion of Reverse Auction.].

4.0 **TAXES, DUTIES & LEVIES**

- 4.1 Except as otherwise specifically provided in the order, the contractor shall bear and pay all taxes, duties, levies etc. and charges assessed on the Contractor, his sub-contractors or their employees by Municipal, State or Central Government Authorities and produce receipts thereof in support of payment for verification by MECON.
- 4.2 The contractor must be registered under the GST Act and GSTIN must appear in all commercial Invoice. No progress payment shall be released to the contractor unless the contractor furnishes copy of its GST Certificate with the authorities concerned. Any tax liability due to failure on the part of the contractor to get itself registered under the GST Act shall be to the contractor's account.
- 4.3 All other applicable Taxes, Duties, Levies, Fees and other charges legally leviable on the contractor in connection with this work order are included in the contract price and shall be borne and paid by the contractor.
- 4.4 The contractor shall produce documentary evidence as may be called for by MECON in respect of taxes, duties etc. paid by the contractor. The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal requirements as per various statutory provisions.

GST will be reimbursed /paid at actual limited to amount as shown in the price schedule against fulfilment of following conditions in order to ensure Input Tax Credit of GST (ITC) as prescribed under GST Act/Rules:-

- Contractor should submit valid Tax Invoice as prescribed in the GST Act/ Rules;
- Contractor should file valid statutory returns for the tax period on the Goods and Service Tax Portal that may be necessary to match the invoice on GSTN common portal and enable MECON to claim input tax credit in relation to any GST payable.
- Contractor should make the payment of Tax in time with respect to GST.

4.5 **Registration details of MECON (Ranchi):**

GST No. : 20AACCM2119B1ZG
PAN No. : AACCM2119B
State Code : 20-Jharkhand
CIN No. : U74140JH1973GOI001199

4.6 **General Instruction to bidders for compliance of GST:**

- i) For the purpose of this clause the following expressions shall have the following meanings :
- (a) GST – means any tax imposed on the supply of goods or services or both under GST Laws.
- (b) Cess – means any applicable cess on the supply of Goods and services, if applicable.
- ii) Contractor agrees to do all things not limited to providing GST invoices or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable MECON/EMPLOYER to claim input tax credit (ITC) in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.
- iii) In case the Input Tax Credit (ITC) of GST is denied or demand is recovered from MECON/ EMPLOYER on account of any noncompliance by the Contractor, including non-payment of GST charged and recovered, the Contractor shall indemnify MECON in respect of all claims of



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tax, penalty and/or interest loss, damages, costs, expenses and liability that may arise due to such non-compliance.

- iv) Contractor shall maintain high GST compliance rating track record at any given point of time.
- v) Contractor shall avail and pass on the benefits and concessions provided in the transitional provisions of the Goods and Service Tax Law with respect to the supplies.
- vi) Contractor shall abide by the latest notifications, abatements, exemptions etc. if any, as applicable for the supplies under the Goods and Service Tax.
- vii) For the purpose of the above mentioned requirements, the Contractor shall provide necessary documents as may be necessary and shall allow Inspection of the same.

4.7 VARIATION IN TAXES & DUTIES

If any rate of tax is increased or decreased or a new tax is introduced or an existing tax is abolished or any change in interpretation or application of any tax occurs in the course of the performance of work order, which would affect the contractor as an assesses in connection with performance of the work order, an adjustment of the Contract Price shall be made as per following Sub -Clause by addition to the Contract Price or deduction there from, as the case may be, on production of documentary evidence: There will be adjustment in the Contract Price towards imposition of new taxes/ abrogation/variations of existing taxes and the same shall be to MECON's account. However, if work is executed after contractual completion period for reasons attributable to the Contractor, reimbursement of non creditable taxes shall be limited to the maximum amount / rates of non creditable taxes applicable within contractual completion period. In case, Input Tax credit is denied on account of non compliance with statute or any other reason attributable to the Contractor, the same would be recovered from the Contractor.

The adjustment in the Contract Price towards variation in the taxes shall be made by MECON on production of the necessary documentary evidences by the contractor, as sought by MECON.

5.0 RECOVERY OF INCOME TAX

- a) Any Indian Income Tax which MECON may be required to deduct by law/statute, shall be deducted at the source under Chapter XVII B and the same & shall be paid to the Income Tax Authorities on account of the CONTRACTOR. MECON shall provide the CONTRACTOR a certificate for such deduction of Tax. The Contractor shall indicate their Permanent Account Number with the relevant Income Tax Authority to MECON. Contractor shall maintain Books of Account and shall get the accounts audited as required under the relevant Act.
- b) Applicable TDS under GST Act will be deducted as and when notified.

c) TDS under section 194Q and compliance of section 206AB of the Income Tax Act, 1961

As per **section 194Q of the Income Tax Act, 1961**, any person , being a buyer whose aggregate turnover during the preceding financial year exceeds Rs. 10 crores and is responsible for paying any sum to any resident (hereafter in this section referred to as the seller) for **purchase of any goods of the value or aggregate of such value exceeding fifty lakh rupees in any previous year**, shall, at the time of credit of such sum to the account of the seller or at the time of payment thereof by any mode, whichever is earlier, deduct an amount equal to 0.1 percent of such sum excluding GST exceeding fifty lakh rupees as income –tax.

Accordingly, MECON will deduct TDS u/s 194Q from 01.07.2021 in respect of purchase of goods. Thus for this cases vendors are advised not to charge TCS under section 206C (1H) since MECON will not reimburse the same.

In addition to above, as per **section 206AB of the Income tax Act, 1961**, where tax is required to be deducted at source under the provisions of Chapter XVIIIB other than section 192, 192A, 194B,



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194BB, 194LBC or 194N, the provision for **TDS rate shall be**, where the **payee have not filed their Income Tax Return for the preceding two financial year on or before the due date** and their **aggregate TDS & TCS amounts are more than Rupees 50,000/-** in each of these two previous years then in such case **TDS rate shall be twice the applicable rate of TDS or 5% whichever is higher.**

6.0 **TERMS OF PAYMENT**

Subject to any deductions, which MECON may be authorised to make under the Contract, the Contract Price shall be payable as follows:

- 6.1 Thirty percent (30%) of the basic contract price, along with applicable GST & cess, shall be paid on submission of **Draft Report**, as specified in Technical specification and upon submission of documents listed below:
- Tax Invoice indicating the incidence of GST, Period of work, GSTIN, PAN, contact details, HSN/SAC codes of goods or Accounting code of services, description of goods or services, quantity, rate of tax etc.(Name, address & GSTIN of supplier) (Name, address & GSTIN of recipient)
 - Any other necessary documents as per GST Act and Rules
 - Undertaking as per **Annexure - VII** that Contractor has complied with all statutory requirements as per Work Order during the period for which the progress payment has been claimed.
 - Certification by MECON for completion of above job.
- 6.2 Seventy percent (70%) of the basic contract price, along with applicable GST & cess, shall be paid on submission & Acceptance of **Final Report**, as specified in Technical specification after incorporation of MECON's observations & comments, if any and upon submission of documents listed below:
- Tax Invoice indicating the incidence of GST, Period of work, GSTIN, PAN, contact details, HSN/SAC codes of goods or Accounting code of services, description of goods or services, quantity, rate of tax etc.(Name, address & GSTIN of supplier) (Name, address & GSTIN of recipient)
 - Any other necessary documents as per GST Act and Rules
 - Undertaking as per **Annexure - VII** that Contractor has complied with all statutory requirements as per Work Order during the period for which the progress payment has been claimed.
 - Certification by MECON for completion of above job.
- 6.3 No escalation shall be admissible on any account during the tenure of the contract.
- 6.5 All statutory requirements like deposit of ESI, EPF in respect of people engaged by the Contractor for the assignment shall be arranged by the Contractor at his own cost.
- 6.6 No additional amount shall be paid by MECON to Contractor for suspension of work or his personnel remaining idle, for whatsoever reason at site.
- All bank charges shall be to Contractor's account.
 - All payments shall be released within 30 days through Electronic Fund Transfer (NEFT / RTGS) upon submission of pre receipted invoice along with correct & complete documents at MECON, Ranchi. MECON will not be responsible for delay in payments in case of non receipt of documents / receipt of incorrect & incomplete documents. The Contractor shall intimate their Bankers details and Account No. etc. to Finance Section, MECON, Ranchi.
- 6.7 In case of final bill, "**No Claim Certificate**" is to be submitted by the Contractor – In Original as per **Annexure - VI** confirming that Contractor will not claim any other payment other than Rs./last payment..... /- and the same shall be full and final payment for the above referred Work Order.
- 6.8 All interim / progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work completed and shall not preclude defective / imperfect / incomplete Facilities to be removed. It will not be considered as an admission by MECON of the due



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performance of the Contract, or any part thereof by the contractor nor shall it preclude, determine or affect in any way the powers of MECON under these conditions or in any way vary or affect the Contract.

6.9 The progress payment made shall not exonerate the contractor from liability to finally complete the work strictly in accordance with the Technical specification and instructions of MECON, if required, by re-constructing, re-erecting and completing the faulty work in all respects.

6.10 The above payment shall be released on the basis of invoices raised by the Contractor and certification of the same by Technical Section, MECON, Ranchi within thirty (30) days of submission of invoices. All invoices should be addressed to **Shri Sujit Kumar, Sr. GM I/c (UCIL Proc. & CCES) MECON LIMITED, Ranchi - 834 002.**

7.0 LIQUIDATED DAMAGES :

Time and date stipulated in the Work Order for completion of work shall be deemed to be the most important aspect of the Contract. The Contractor shall complete the work within the completion period stipulated in the Work Order. If, however, the Contractor fails to complete the work within the stipulated completion period, or within such extended period as may be further granted to the Contractor, the Contractor shall be liable to pay as liquidated damages but not by way of penalty, a sum of 0.5 % of the Basic Contract price per day of delay, and such liquidated damages shall be limited to a maximum ceiling of 5% of the Basic Contract price.

Note:

- Liquidated damages deducted in the form of encashment of Performance Security deposit or/and any other way recovered from the contractor is liable to GST at the applicable rate.
- Payment or deduction of Liquidated Damages shall in no way relieve the contractor from his contractual responsibility to complete the work.
- For the purpose of imposition of Liquidated Damages (LD) due to delay in completion of work facilities, time for completion as stipulated in contract technical specification shall be considered.

8.0 DEDUCTION OF CONTRACT PRICE

All costs, charges or expenses which the contractor is liable to pay may be deducted by MECON from any money due or becoming due to the contractor or encashment of performance security deposit or may be recovered, at MECON's sole discretion, by action of law or otherwise from the contractor.

9.0 SUB-LETTING

Not Applicable

10.0 RESPONSIBILITY FOR PERFORMANCE OF THE CONTRACT

Contractor shall be responsible for due performance of services to be rendered according to the true intent and meaning of the accepted norms and standards. The work has to be commenced immediately on placement of order and on intimation from MECON. In case contractor fails to complete the Job or show negligence in doing the Job, same shall be carried out through other agencies at his risk and cost.

11.0 PERMITS AND LICENSES

11.1 The contractor shall at its own expense obtain all permits and licenses from concerned authorities / Indian Government required for the performance of work under this order and the contractor shall be required to bear all fees paid to the Government or local licensing authority for obtaining permits and licenses. MECON shall not reimburse the contractor for any such fees paid. The contractor shall perform the work in accordance with the conditions of all applicable permits and licenses.

11.2 The contractor shall provide MECON with evidence of licenses granted and any restrictions contained therein.



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12.0 STATUTORY AND OTHER REGULATIONS

Contractor's team shall ensure to carry out the work keeping in view the Government's Regulations and By Laws made by the Statutory Authorities from time to time. All related charges shall to be to his account.

13.0 COMPENSATION

MECON shall not be liable for payment of any compensation on account of any injury/ loss caused to the equipment or personnel during transit/ transport or during the course of investigation or due to Contractor's personnel remaining idle.

14.0 SAFETY, SECURITY & ARRANGEMENT OF GATE PASS

14.1 The contractor shall take all safety measures that are required by MECON/ OREDA. Such measures shall include, but not limited to, precautionary fire/gas protection measures and accident prevention programmes.

14.2 The contractor shall adopt adequate safety measure and use of protective clothing by all the workmen at site whether or not engaged in actual execution of work or supervision thereof as per requirement. The contractor shall ensure that the workmen on site are provided dependable safety appliances like safety boots, safety belts, hand gloves, safety helmets, duster cloth, dust masks/nosril filter, tools etc. as are necessary for their safety. Contractor shall also provide additional safety appliances and arrangement as per requirement and follow safe working practices like using safety nets, fully insulated electrode holders etc., he shall also ensure that his workmen intelligently used only tested and dependable safety appliances certified by ISO or any other statutory authorities and periodically conduct tests according to laid down standard procedure and such certificates shall be readily available for inspection at the site of work.

14.3 The contractor shall be responsible for safety arrangements of all equipment used in connection with the execution of the work and shall ensure employment of only trained operators to man the equipment. Only tested equipment, tools, wires, ropes, etc. shall be used and shall periodically be tested to the satisfaction of MECON/ OREDA. All test certificate shall be made available to MECON/ UCIL at site as and when required.

14.4 The contractor shall, in connection with the execution of the work, ensure provision and maintenance at his own cost all lights, guards, fencing with gates and watch & ward when and where necessary or required by MECON/ OREDA or by any duly constituted authority to ensure security and safety of all buildings/ structures/ equipment and materials under their custody at the site of work, the protection of work and/or for the safety and convenience of the public or others.

14.5 The contractor shall take adequate safety precautions for prevention of accidents at site. The contractor shall also ensure that their employees/ workmen observe the statutory safety rules and regulations as also those laid down by MECON/ OREDA from time to time.

14.6 No workmen shall be engaged on the work without proper safety induction and without using required personal protective equipment. Use of safety helmet and shoes is must excepting painting works where shoe will not be used.

14.7 Clearing / Work permit shall essentially be obtained by the contractor in necessary "FORMS" assigned for the same before start of work.

14.8 The contractor shall comply with the Site regulations, during the execution of the Contract at the Site, as given in the document of "Safety Code for the contractors" The contractor shall provide identity badges to their personnel and workmen duly authenticated by OREDA / MECON which must be properly displayed by them at site.

15.0 PERFORMANCE SECURITY DEPOSIT

15.1 The Contractor will furnish Performance Security Deposit through Bank Demand Draft on any Nationalised/Scheduled Commercial Bank in favour of MECON Limited payable at Ranchi, for a value of 3% of the Total Contract Price (including taxes, duties & cess), within two (2) weeks from the



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date of issue of Work Order. The Demand Draft shall be kept valid until fulfilment of all the contractual obligations of the Contractor under the contract from the date of issuance of Work Order and thereafter may be extended as per request from MECON.

- 15.2 The submission of Performance Security deposit as mentioned herein above is not exempted for Micro & Small Enterprises (MSEs).
- 15.3 The Performance Security Deposit shall be for the due and faithful performance of the Work order and shall remain binding notwithstanding such variation, alteration or extension of time as may be made, given, conceded or agreed to between contractor and MECON in the order.
- 15.4 The Performance Security Deposit furnished by the contractor will be subjected to the terms and conditions of this order and MECON will not be liable for payment of any interest on the Security Deposit or any depreciation thereof.
- 15.5 The Performance Security Deposit (Demand Draft), if not invoked or encashed, shall be released upon contractor's request after expiry of the above mentioned validity of Performance Security Deposit along with release of final payment.
- 15.6 Encashment of performance Security deposit is liable to GST at applicable rate.
- 15.7 If contractor does not submit Performance security deposit within 15 days of order, notice is to be served to the supplier for immediate submission of Performance security deposit. Reminder notice will be served on the contractor upon expiry of initial notice period. In the event contractor commences work without submission of Performance security deposit, the amount of Performance security deposit will be adjusted from the bills to be submitted by the contractor ensuring that payments are released to the contractor only after adjustment of entire Performance Security Deposit amount.

16.0 CALIBRATION OF MEASURING INSTRUMENTS

All instruments required for measurements/inspection of items covered under this order are to be properly calibrated through a Government recognised test house and all relevant certificates pertaining to calibration are to be submitted to enable us depute our inspection Engineers.

17.0 RIGHTS TO VARY OR CANCEL THE CONTRACT

- 17.1 MECON shall have power to vary or alter the extent, scope and/or technical character of the work under the order and the Contractor shall be bound thereby as if the same occurred in the technical specifications.
- 17.2 Further, MECON shall have power to cancel the order, if the Contractor fails to duly perform and complete the order or if it appears to MECON for valid reasons that the Contractor will fail to fulfil his obligations under the order for reasons other than those relieving him from his responsibility under any other provisions of this order. In such event no cancellation charges shall be paid to Contractor. Further no charges shall be paid towards idle/suspension of work.

18.0 NOTICE ON BEHALF OF MECON

- a. Notice and Certificate on behalf of MECON in connection with the order may be given by duly authorized officers of MECON.
- b. Any modification which may become necessary in the interim period will be intimated to the Bidder as soon as possible.

19.0 SUSPENSION AND TERMINATION

- 19.1 MECON may at any time temporarily stop the work under the order or any part thereof by issuing notice in writing to the contractor. MECON will not be liable to the contractor for any damage or loss or idle wages caused by such period of suspension of work.



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19.2 MECON will be at liberty to terminate the order without prejudicing its rights and affecting the obligations of the contractor by giving 7 days notice in writing in the following events :

- If the contractor fails to show progress of work or the work is found unsatisfactory.
- If the contractor fails to comply with the provision/ provisions of the order.
- If the contractor is involved in any action involving moral turpitude.

20.0 **NEGLIGENCE, DEFAULT AND RISK PURCHASE**

20.1 If the Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by MECON in order, MECON may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, MECON without prejudice to its rights under the order, may rescind or cancel the order holding the Contractor liable for the damages that MECON may sustain in this regard.

20.2 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof (not exceeding 7 days), MECON shall have the option and shall be at liberty to take the work wholly or in part out of the Contractor's scope and may complete the work envisaged in the order themselves or may re- order to any other person or persons to execute the same or any part thereof and provide other materials, tools, tackle or labour for the purpose of completing the work or any part thereof at the Contractor's risk and cost. This shall be without prejudice to MECON's rights under other clauses of this order.

20.3 MECON shall have right to recover all expenses, costs and charges incurred in completion of the work by deducting any money due or which may become due to the Contractor, and if necessary, by revoking the Performance Security Deposit.

20.4 If the cost of executing the work as aforesaid exceeds the balance due to the Contractor and the Contractor fails to make good the deficit, any property of the Contractor as may not have been used up in the completion of the works, may be sold by MECON and the proceeds applied towards the payment of such differences the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by MECON to the Contractor but when all expenses, costs and charges incurred in the completion of the work are paid by the Contractor all such materials or other things not use in the completion of work and remaining unsold shall be removed by the Contractor with the written permission of MECON.

20.5 If the Contractor performs any work in a manner contrary to the order, without the approval of MECON, the Contractor shall bear all the costs arising there from and shall be responsible for all losses to MECON arising there from.

21.0 **LIQUIDATION, DEATH, BANKRUPTCY, ETC.**

If the contractor shall die, dissolve or become bankrupt or insolvent or causes or suffers any receiver to be appointed of his business or any assets thereof compound with his creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its creditors or any of them, MECON shall be at liberty:

- to terminate the order forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the contractor or to the Receiver or Liquidator or to any person in whom the order may become vested,

(OR)

- to give such Receiver, Liquidator or other person the option of carrying out the order subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the order.



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22.0 **CANCELLATION OF CONTRACT:**

MECON reserves the right to cancel the part or complete order at any time without assigning any reason, in case work is not found satisfactory in respect of progress rate and/or quality, with 1 (one) week notice.

23.0 **FORCE MAJEURE:**

23.1 "Force Majeure" shall mean any event beyond the control of the MECON or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.
- strike, sabotage, unlawful lockout, epidemics, pandemic, quarantine and plague.
- earthquake, fire, flood or cyclone, or other natural or physical disaster.

23.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the order by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.

23.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the order for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed, the Time for Completion shall be extended.

23.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the order and to fulfil its or their obligations under the order, but without prejudice to either party's right to terminate the order.

23.5 Any delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the order give rise to any claim for damages or additional cost or expense occasioned thereby if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

23.6 If the performance of the order is substantially prevented, hindered or delayed for a period of more than ninety (90) days on account of Force Majeure during the currency of the order, the parties will develop a mutually satisfactory solution

24.0 **ARBITRATION (Settlement of Dispute):**

24.1 **For PSUs**

24.1.1 In the event of any dispute or difference relating to interpretation and application of the provisions of Contract between the Contractor & MECON, such dispute or difference shall be taken by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM no:4(1)/2013- DPE(GM)/FTS-1835 dated 22.05.2018. The place of arbitration shall be New Delhi and the language to be used in Arbitration proceeding shall be English.

24.1.2 During the pendency of the Arbitration proceedings both the parties shall continue to perform their contractual obligations.

24.1.3 It is hereby expressly agreed that none of the party(s) shall claim nor shall be entitled to receive any interest amount on the amount claimed and adjudicated in a dispute resolution proceedings (through arbitration or otherwise).



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24.2 **For other than PSUs**

- 24.2.1 Any dispute or differences whatsoever arising between the parties, relating to construction, interpretation, application, meaning, scope, operation, execution or effect of this contract or the validity or the breach thereof shall in the first place be amicably resolved by the parties in common negotiation. If the parties are not able to find an amicable solution within reasonable time from the first written request, then the dispute shall be referred for Conciliation by giving a written notice thereof in terms of the contract.
- 24.2.2 In case of failure of Conciliation, the dispute shall be finally referred and settled in Arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 (the "Act") and applicable amendments thereof.
- 24.2.3 Seat & venue of Arbitration shall be Ranchi and language used in the proceedings shall be English.
- 24.2.4 Work under this contract shall be continued by the contractor during pendency of the arbitration proceedings, unless authorized/ directed in writing by MECON or unless matter is such that the progress of work cannot possibly be continued until the decision of the arbitrator is obtained.
- 24.2.5 Any proceedings arising out of this contract (including Arbitration) shall be governed by and interpreted in accordance with the laws of India and shall be subject to the exclusive territorial jurisdiction of the courts at RANCHI

24.2.6 Composition of Arbitral Tribunal:

- (a). for matter (Claim value) up to the value of less than or equal to Rs. 2,00,00,000/-(Two Crore)

The Arbitral Tribunal shall consist of a Sole Arbitrator. The Competent Authority MECON shall approve a panel of three proposed Arbitrators (person(s) who is not in conflict with interest with MECON and in compliance of provisions of Section 12 of Arbitration and Conciliation Act) and the same shall be conveyed/ communicated to the Contractor/other party. The Contractor/ other party shall select one name out of the panel of three and upon such selection, that person, whose name has been so selected, shall be deemed to be appointed as the Sole Arbitrator.

- (b). for matter (Claim value) above the value of Rs. 2,00,00,000/-(Two Crore)

The Arbitral Tribunal shall consist of a panel of three Arbitrators, the Competent Authority MECON shall appoint/nominate MECON's nominee Arbitrator and the Contractor shall appoint/nominate its nominee Arbitrator while giving the notice of Arbitration. Both of such nominated Arbitrators shall appoint the third Arbitrator who shall function as Presiding Arbitrator of the Arbitral Tribunal.

- 24.2.7 It is hereby expressly agreed that none of the party(s) shall claim nor shall be entitled to receive any interest amount on the amount claimed and adjudicated in a dispute resolution proceedings (through arbitration or otherwise).

25.0 **MEDICAL, INSURANCE AND EPF**

Contractor shall arrange medical expenditure and insurance for the Contractor's personnel/equipment deployed at site and the related cost shall be to his account. The Contractor shall arrange insurance as required/applicable under ESI/Workmen compensation for the Contractor's personnel working at site. Further, the Contractor shall be solely responsible for deduction and contributions under the Employees' Provident Fund and Family Pension Act, 1952 and the scheme made there under as amended from time to time. He shall be solely responsible for the maintenance of records for payment of contributions and submission of returns in accordance with the said act and scheme. In case the Contractor fails to make payments under the above act and the scheme made hereunder and as amended from time to time, MECON reserves the right to make such payment on behalf of the Contractor, on demand from the authorities under the Act and recover the same from the payments due to the Contractor.



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The Contractor shall indemnify and keep indemnified MECON against any loss or damage whatsoever that may be suffered by MECON as a result of any claims, damages, penalties for any failure, non-compliance on his part with the provisions of the aforesaid act and the scheme framed there under.

26.0 CORRUPTION, GIFT AND PAYMENT OF COMMISSION

Any bribe, remuneration, commission, gift or advantage given, promised or offered by or on behalf of the contractor, his agents or representative or anyone on his or their behalf to any employee, representative or agent of MECON or any person on his behalf in relation to the execution of this or any other order with MECON shall in addition to the criminal liability under the laws in force, be liable to cause of cancellation of this order and also to payment of any loss resulting from such cancellation to MECON.

27.0 WAIVER

Failure of MECON or the contractor to insist upon performance of any terms and conditions of this Contract will not be deemed a waiver of any rights or remedies that MECON or the Order may have and will not be deemed a waiver of the subsequent default under the terms and conditions of the order. No right or remedy of MECON or the Order will be exclusive of any other right or remedy and MECON and the Order will have all rights and remedies given under the order now or hereafter existing in-law or by statute.

28.0 GOVERNING LAW

Any proceedings arising out of this contract (including Arbitration) shall be governed by and interpreted in accordance with the laws of India and shall be subject to the exclusive territorial jurisdiction of the Courts at Ranchi.

29.0 SITE OCCUPANCY

The contractor, its employees, Sub-contractors and invitees shall be admitted to the installation sites for the purpose of performing the work required by this order, but none of them shall have any tenancy.

30.0 SECURITY/ CONFIDENTIALITY

The technical information, drawings, specifications and other related documents forming part of bid or contract are the property of MECON and shall not be used for any other purposes, except for execution of the order. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information drawings, specification, records and other documents shall not be copied transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without MECON consent in writing except to the extent required for the execution of this order. These technical information, drawings, specifications and other related documents shall be returned to MECON with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose. Required numbering and codification method need to be implemented by the contractor to trace such documentation.

Except with the written consent of MECON the contractor shall not make use of any document other than for the purposes of this order.

31.0 GENERAL

No Director or official or employee of MECON shall in anyway be personally bound or liable for acts or obligations of MECON under the order or answerable for any default or omission in the observance or performance of any of the acts, matters or things or conditions which are herein contained.



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32.0 **CORRESPONDENCE**

All correspondences with regard to **Commercial matters** shall be made in duplicate to the following address :-

Shri Sujit Kumar

Office of Sr. GM I/c (UCIL Proc., CCES, IH & Security)
MECON Limited, Vivekananda path,
Doranda, Ranchi-834002
Phone no. 0651 248 3416
E-mail: ccpsranchi@meconlimited.co.in

All correspondences with regard to **Technical matters** shall be made in duplicate to the following address:

Shri P. Sahoo

Sr. Manager (PP&EE),
MECON LIMITED, Vivekananda path,
Doranda, Ranchi - 834002
Phone: 0651 – 248 3462
E-mail: palash@meconlimited.co.in

Kindly acknowledge receipt of this Work Order and return enclosed "Order Acknowledgment" copy within 15 days duly signed on each page as a token of your acceptance of this Work Order with the terms and conditions stipulated therein.

Thanking you

Yours truly,
for **MECON LIMITED**

(Sujit Kumar)

Sr. GM I/c (UCIL Proc., CCES, IH & Security)
MECON Limited, Vivekananda path,
Doranda, Ranchi-834002
Phone no. 0651 248 3416
E-mail: ccpsranchi@meconlimited.co.in

Work Order Enclosure:

Encl :

Annexure –I : Technical Specification
Annexure –II : Price Schedule
Annexure –III : Performance Security Deposit
Annexure –IV : Format for Invoicing
Annexure –V : RTGS Format
Annexure –VI : No Claim Certificate Format
Annexure –VII : Statutory Compliance Format
Annexure-VIII : Undertaking
Annexure-IX : Proforma for Insurance



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Attachment-III

PRICE SCHEDULE FORMAT

(Attached Separately)



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ATTACHMENT – V

NO DEVIATION DECLARATION

(To be furnished on company letter head)

MECON's ITT No. & Date:

Tenderer's Offer No. & Date: No. dated

Technical Specification No.:

"It is hereby confirmed that our offer is strictly as per terms & conditions of the Invitation to Tender, Draft Work Order and Technical Specification of the above referred tender enquiry.

We confirm our acceptance to all technical as well as commercial terms & conditions of the above-referred tender enquiry without any deviation, whatsoever. Any deviation appearing anywhere in our bid shall stand withdrawn"

Signature of the Bidder

Name:

Designation:

(Seal of the Company)



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Attachment - VI

(Format for Invoicing)
(On letterhead of Contractor)

Tax Invoice – Original for Recipient			
From (Name & Address of Contractor) Ph. No. of contractor Fax No. of contractor (E-mail of contractor) (website of contractor) GSTIN NO. of contractor PAN: of contractor		Invoice No. (Maximum 16 characters) Work Order No. Project Description :	Invoice Date
To, Shri Sujit Kumar Sr. GM I/c (UCIL Proc. & CCES) MECON Limited, Vivekananda path, Doranda, Ranchi-834002 Phone no. 0651 248 3416 E-mail: ccpsranchi@meconlimited.co.in Web : www.meconlimited.co.in GSTIN: 20AACCM2119B1ZG PAN : AACCM2119B		Payment Term :- (Clause No.)	
Sl. No.	Description	HSN/SAC Code	Amount (in Rs.)
1			
	Place of Supply :		
GST (As applicable) @ %			
Grand Total			
(In Words) Rs- _____ only			
Tax is payable under Reverse Charge: (Yes/No)			
Authorized Signatory and Company stamp			
Payment Instructions: A/c Name (of contractor) : A/c No.(of contractor) : Name of Bank and Branch (of contractor) : IFSC Code (of contractor's bank) :			



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Attachment-VII

FORMAT OF APPLICATION FOR OBTAINING PAYMENT THROUGH ELECTRONIC FUND TRANSFER (NEFT/RTGS)

Ref. No.

Dated :

To,
DGM (Finance)
MECON Limited
Doranda,
Ranchi- 834002

Sub : Payment through Electronic Fund Transfer (NEFT/RTGS)

Dear Sir,

We do hereby give our consent to make payment of our dues through e-banking system directly to our Bank Account as given below:

1.	Name	
2.	Address	
3.	Telephone No.	
4.	Name of the Bank	
5.	Phone No/Fax No. of Bank	
6.	Name of the Branch	
7.	Branch Code	
8.	MICR No.	
9.	Current Account No.	
10.	IFSC Code of the Branch (Printed on cheque leaf)	
11.	PAN	
12.	E-mail address	

Authorised Signatory

Certified that the above particulars are matching with our records in respect of the above mentioned company.

Signature and stamp of the authorized Bank Officer

Date

Place



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Attachment - VIII

(On Letter Head of Party)

NO CLAIM CERTIFICATE

We hereby confirm that with the release of Rs. (Rupees.....
..... only) against Work Order no. dated.....
for (description of work), we shall have no further claim, including extra claim and
liquidated damages on M/s MECON Limited and the aforesaid order shall stand closed from our end.

We confirm that we have complied with all provisions as per GST Act & Rules to enable
M/s MECON Ltd. for GST input credit against our invoices. We further confirm that in case of denial
of input credit for any irregularities from our end it will be paid by us to M/s MECON Ltd. We also confirm
that this closure of order shall not absolve us from our responsibilities under the subject order and we shall
continue to discharge responsibilities as provided under the terms & conditions of subject order. We further
confirm that in case of any liability against the order arises in future towards violation of any
statutory requirement like PF of employees, minimum wages, statutory taxes and duties, legal notice
etc. for works executed by us, we shall bear the same fully keeping M/s MECON Limited & OREDA
indemnified against the same in all respects.

Dated :

Signed by
(Authorized Signatory)



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Attachment - IX

(On Letter Head of Party)

UNDERTAKING FOR STATUTORY REQUIREMENTS

We, M/s has complied with all statutory requirements as per Work Order for carrying out
.....(description of work), during the period i.e. fromto... for which the progress payment has been
claimed.

We confirm that in case of any liability arises in future towards violation of statutory requirement we shall bear
the same fully keeping M/s MECON Limited indemnified against the same.

Dated :

Signed by
(Authorized Signatory)
Name & Designation



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Attachment-X

UNDERTAKING

We, M/shereby declare that if we withdraw or modify our bid during the validity period of the bid, or if we are awarded the work in case we become successful bidder and if, we fail to sign/accept the work order, or to submit Performance security deposit before prescribed date stipulated in NIT, we shall be liable for suspension for the period as per policy of MECON Limited to submit the bids in future NIT's.

Dated :

Signed by
(Authorized Signatory)
Name & Designation



मेकॉन लिमिटेड
भारत सरकार का संस्थान
MECON Limited
A Government of India Enterprise
CIN No: U74140JH1973GOI001199

रॉची/Ranchi-834002, झारखण्ड/Jharkhand, भारत/India	
फोन/Phone	: 0651-248-3598/ 3485/3416
फैक्स/Fax	: 0651-248-2189 / 248-2214
ई-मेल/E-mail	: ccpsranchi@meconlimited.co.in
वेबसाइट/website	: http://www.meconlimited.co.in

Attachment-XI

(On Letter Head of Party)

UNDERTAKING

We hereby declare that we have taken Insurance, as required, under this work order towards our workmen, personnel, instruments/equipment, automobiles etc.

MECON shall not be liable for payment of any compensation on account of any injury/loss caused to the personnel or equipment during transit/transport or during the course of Testing or due to Contractor's personnel remaining idle.

We hereby undertake to Indemnify MECON in case any claim/loss/demand is raised on MECON on account of any non-compliance by M/s..... The M/s..... shall indemnify MECON in respect of all claims of insurance, penalty and interest loss, damages, costs, expenses and liability that may arise due to such non-compliances and will pay to MECON in case any recovery is done by Insurance/Any other Authorities.

(.....)
Authorized Signatory

Place :

Date :

In the presence of
Witness

1.....
Signature

2.....
Signature



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ATTACHMENT – XII

GUIDELINES/ INSTRUCTIONS FOR REVERSE AUCTION

1. Service Provider:

MECON Limited (MECON) shall utilize the services of Service Provider or (SP) for conducting the Reverse Auctions. Service Provider is fully authorized to give clarifications/coordinate with the bidder on behalf of MECON w.r.t. conduct of Reverse Auction.

M/s ITI Limited,
M-5/26, Acharya Vihar,
Bhubaneswar –751013
Phone: 0674-2567225, 2567229, 2567227
Fax: 0674-2567228
E-mail: itirobsr@rediffmail.com

2. Introduction to General Rules & Regulations:

The General Rules and Regulations provided herein govern the conduct of On-line Reverse Auctions operated by Service Provider or (SP). These rules cover the roles and responsibilities of the bidders in the On-line Reverse Auctions on their platform. Acceptance to these General Rules and Regulations is a pre-requisite for securing participation in the On-line Reverse Auctions on their platform, failing which bidder will not be allowed further to participate in the bidding process.

3. Role of Service Provider:

Service provider is the agency (operator) primarily providing the platform for conducting the Reverse Auction. As the agency is providing the auction engine, the role of Service provider would include:

- Setup the reverse auction based on tendered item details and bidding rules as mentioned in tender document.
- Providing access, through user-ID protected by password, to the approved bidders to participate in the auction.
- Enhancing bidder awareness by providing them the details/ steps of auction process to enable them participate in Reverse Auction and comfort with the auction mechanism and bidding rules.
- Summarizing auction proceedings and communicating of the outcome to MECON. If required, provide training to bidders prior to Conduct of On-line Reverse Auction.

4. Role of the Bidder:

The role of the bidder is outlined below.

- Give written consent to General Rules and Regulations.
- Access to auction mechanism shall be provided only after such consent.
- Ensure that user-ID and password to access the auction is not revealed to unauthorized persons.
- Participate in the Reverse Auction with the aim of bidding to secure the auctioned items in the auction (being selected for supplying MECON's requirement in a Reverse Auction).
- Convey last quoted price in writing to MECON/ Service Provider, immediately after close of RA by e-mail to be followed by hard copy.
- Provide break up of quoted price (if required) within stipulated time as mentioned in tender document or otherwise communicated.
- In the event of winning an allotment, fulfil all obligations under the contract.



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PROCESS OF e-REVERSE AUCTION

e-Reverse Auction event may be carried out among the Techno-Commercially qualified bidders, for providing opportunity to the Bidders to quote price dynamically for the work, for which tender is floated.

- i) For the proposed e-reverse auction, only Techno-Commercially Qualified Bidders having a valid digital certificate alone shall be eligible to participate.
- ii) Business rules like event date, time, start price, bid decrement, extensions, etc. will be communicated for compliance by the Bidder through Service provider e-Procurement portal i.e. their platform / MECON.
- iii) The Service Provider will provide all necessary guidance before commencement of online bidding on Internet. Bidder if required can avail the guidance of service provider to get acquainted with the system.
- iv) E-Reverse auction will be conducted on scheduled date & time.
- v) Start price for the e-reverse Auction will be notified by Service Provider.
- vi) All the bids made from the log-in ID given to bidder will be deemed to have been made by the Bidder to whom log-in ID and password were assigned by the service provider/ auctioneer.
- vii) Any bid once made through registered Login ID/ password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to execute the work as per the bid price of e-Reverse Auction.
- viii) Every successive bid by the Bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- ix) Service Provider shall conduct the e-reverse auction in such a way that two different bidders cannot bid identical price as after accepting first bid, the system will not accept second bid of the same price. In other words, there shall never be a "Tie" in bids through on line e-reverse auction.
- x) At the end of e-reverse auction event, the lowest Bid value will be known on the network.
- xi) The e-reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- xii) In case MECON decides not to go for e-Reverse auction procedure for the tender enquiry, the financial bids already submitted shall be opened and evaluated as per terms of tender enquiry.
- xiii) MECON's decision on award of Contract shall be final and binding on all the Bidders.

Note:

After evaluation of bids i.e. technical and commercial, MECON will decide whether to conduct e-Reverse Auction or resort through normal Tender without reverse auction. For reverse Auction intimation would be sent by MECON/ Service Provider to techno-commercially qualified bidders in advance at least **03 days** prior to the e-Reverse Auction date through e-portal / e-mail/ fax.

TERMS & CONDITIONS OF E-REVERSE AUCTION

MECON may conduct e-Reverse-Auction among the techno-commercially qualified bidders for providing opportunity to the Bidders to quote the price dynamically for the work, for which tender is floated.

A. Eligibility of Bidders to participate in e-Reverse Auction:

- i) Bidders who are techno-commercially qualified and accept all the Terms & conditions of e-Reverse Auction, can only participate in e-Reverse Auction related to the work for which tender is floated.
- ii) Bidders should ensure that they have **valid digital certificate** (preferably class III) well in advance to participate in the e-Reverse Auction. MECON and / or Service Provider will not be responsible in case Bidder could not participate in e-Reverse Auction due to non-availability of valid digital certificate.
- iii) The bidder would be responsible for the validity of its registration on e-portal website of MECON.



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- iv) The date & time of commencement of e-Reverse Auction and its duration of time shall be communicated to the eligible Bidders at least **03 days** prior to the e-Reverse Auction date through tender e-portal/ e-mail/ fax.
- v) MECON reserves the right to postpone/change/cancel the e-Reverse Auction event even after its communication to Bidders without assigning any reasons therefor.
- vi) E-Reverse Auction will normally be for a period of two hour. If a Bidder places a bid price in last 05 minutes of closing of the e-Reverse auction, the auction period shall get extended automatically for another **5 minutes**. In case there is no bid price in the last 5 minutes of closing of e-Reverse Auction, the auction shall get closed automatically without any extension.
- vii) During e-Reverse Auction, if no bid is received within the specified time, MECON, at its discretion, may decide to revise Start price / scrap the e-reverse auction process/extend the date of e-reverse auction/ proceed with already opened financial bids.

B. Bidding Currency: Bidding will be conducted in Indian Rupees (INR).

C. Start Price :

- i) Online sealed price bid submitted by bidder will be opened by representative of Commercial section and Finance personnel of MECON.
- ii) Start bid price as well as decrement amount shall be arrived by MECON based on lowest online sealed price bid or MECON's estimate, whichever is lower.
- iii) The start bid price and decrement amount shall be communicated to service provider and shall be during the e-Reverse Auction process.
- iv) The start price of an item in online reverse auction is open to all the techno-commercially qualified bidders. Bidders are required to start bidding after announcement of Start Price and decrement amount.
- v) Any of the techno-commercially qualified bidder can start bidding, in the online reverse auction.
- vi) Please note that the first online bid that comes in the system during the online reverse auction is atleast lesser than the auction's start price by one decrement.
- vii) After discovering the L1 price through RA, action shall be initiated for placement of order based on the final price discovered through RA.

Note: In case, none of the bidders participate in the reverse auction process by submitting at least one decrement, thereby resulting in the reverse auction process becoming unsuccessful, MECON reserves the right either to initiate the process of finalization of tender based on the lowest online sealed bid received or to cancel the tender.

D. Decrement Bid Value :

- i) Bidder is required to quote their bid price only at a specified decremented value.
- ii) Bidder need not quote bid price at immediate next available lower level but it can be even at 2/3/4 Level of next available lower level.

E. Web Portal and Access :

- i) In order to ward-off contingent situation bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the e-reverse auction successfully.
- ii) The bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.



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- iii) Failure of power at the premises of bidders during the e-Reverse auction cannot be the cause for not participating in the e-reverse auction. On account of this, the time for the auction cannot be extended and MECON shall not be responsible for such eventualities.
- iv) MECON and / or Service Provider will not have any liability to bidders for any interruption or delay in access to site of e-Reverse Auction irrespective of the cause.
- v) Neither MECON nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

F. Transparency in Bids:

All bidders will be able to view during the auction time the current lowest price on portal. A hammer sign will be displayed in the screen of the bidder if their price is lowest at a particular time during the e-Reverse auction.

G. Masking of Names:

- i) Bidder will be able to view the following on their screen along with the necessary fields in e-Reverse Auction:
 - Opening Price
 - Leading / Lowest Bid Price in Auction (only total price)
- ii) Names of bidders/ vendors shall be anonymously masked in the e-Reverse Auction process and bidders/ vendors will be given suitable dummy names.

H. Finalization of the Successful Bidder:

- i) After discovering the L1 price through RA, action shall be initiated for placement of order based on the final price discovered through RA.
- ii) MECON's decision on award of Contract shall be final and binding on all the Bidders.
- iii) Successful Bidder is bound to execute the work at a price mentioned in the **Order**. In case of back out or non-execution as per the rates quoted, MECON will take appropriate action against such Bidder and forfeit the EMD/Bid Security amount, and /or may debar him from participating in future tenders.
- iv) In case MECON decides not to go for e-Reverse Auction related to the work/procurement for which tender is floated, the financial bids submitted will be opened in presence of bidder who wish to visit to be present and shall be evaluated as per as per tender conditions.
- v) In case of Reverse Auctioning, packages where order is to be finalized based on item rates, the item-wise breakup for Packing & Forwarding Charges, Freight and GST taken from L1 bidder on their letter head through fax or email immediately at the end of reverse auction wherein the bidder will proportionately reduce the rates quoted for all items as per the percentage reduction quoted for total value in the reverse auction. Item-wise lowest rate as discovered through RA and original online Price Bid shall be considered for placement of order.

New rate for each item after e-reverse Auction.

** New Rate = old rate as per their Financial bid of that bidder -
(less) %age of reduction for each item on the basis of %age reduction achieved in total value after e-Reverse Auction.

I. Bidder's Obligation :

- i) Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, MECON shall disqualify the vendor / bidders concerned from the e-Reverse auction process and initiate suitable action against the errant bidder(s).



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- ii) Bidder shall not divulge either his Bid details or any other details of MECON to any other party without written permission from MECON.

J. Change in Terms & Conditions of e-Reverse Auction:

- i) Any change as may become emergent and based on the experience gained shall be made only by Tender Inviting Authority of MECON.
- ii) MECON reserves the right to modify / withdraw any of the Terms & conditions of e-Reverse Auction at any point of time.
- iii) Modifications of Terms & conditions of e-Reverse Auction, if any, will be communicated to techno-commercially qualified bidders.

K. Errors And Omissions :

On any issue or area of material concern regarding e-Reverse Auction not specifically dealt with in these rules, the decision of MECON shall be final and binding on all concerned.

IMPORTANT NOTE :

In case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during online public tender opening event, during e-reverse auction, it is the bidder's responsibility to have backup internet connections and all other facilities necessary to prevent/ circumvent such situation. In case there is a problem at the e-procurement/ e-reverse auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of MECON by the bidders in time, then MECON will promptly reschedule the affected event(s).

e-TENDER CUM REVERSE AUCTION (RA) DECLARATION

1. MECON reserves the right to go for e-Reverse Auction (RA) or resort through normal Tender without reverse auction. This will be decided after techno-commercial evaluation. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.
- (a) Name and Designation of Official :
- (b) Postal Address (complete) :
- (c) Telephone Nos. (Land line & Mobile both) :
- (d) FAX no. :
- (e) E-mail address :
- (f) Name of place/state, wherefrom he will participate in the RA :
2. Information instructions and general terms and conditions governing Reverse Auction have been read by us and we confirm to abide by all the stipulated Rules, instruction and terms & condition governing the Reverse Auction.
3. After discovering the L1 price through RA and obtaining necessary Price Break-up from L-1 bidder under the heads stipulated in tender, MECON shall proceed with finalization of order(s) as per stipulation of ITT. We confirm our acceptance on the above.

(Signature of the Bidder with Name, Designation & company's Seal)