

INSTRUCTIONS TO BIDDERS (ITB)

1.0 MODE OF SUBMISSION

The Tender is to be submitted in two separate sealed covers marked as under:

ENVELOPE-1:-

This ENVELOPE shall contain the following:

- i) Earnest Money Deposit as per clause 2.0 of 'Instructions to Bidders (ITB).
- ii) Letter of Undertaking for un-conditional acceptance of the tender conditions as per Proforma given in ITB.
- iii) Pre-Qualification Documents and Credentials as per clause 19.0 of ITB.
- iv) Volume-II (ITB, General Conditions of Contract), Volume-I (NIT, Specifications) and Corrigendum/ Addendum,
- v) Copy of power of attorney / partnership deed, duly attested by Notary Public authorizing the person who signs the Tender.
- vi) Any other information as required to be submitted along-with the Tender.

This envelope shall be marked as:

ENVELOPE-1 "TECHNICAL BID" for(Name of work as mentioned in NIT)

NIT No. : _____

DUE ON : _____

FROM :(Name of the Contractor)

ENVELOPE – 2:-Online Submission only

- 1.1 First, the Envelope-1 of the tenderer shall be opened. Bidders, who unconditionally accept the tender conditions, deposit the required Earnest Money and whose **Technical Bid** along with PQ Documents is found suitable, shall be considered for the opening of their **Financial Bid**; and Envelope-2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and / or not conveying un-conditional acceptance of tender conditions or whose Technical Bid and PQ Documents are not found suitable shall be rejected and such tenderer shall not be allowed to attend Financial Bid opening.
- 1.2 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in / along with the 'Financial Bid' of Tender.
- 1.3 In case the condition 1.2 mentioned above is found violated at any time after opening of Tender, the Tender shall be summarily rejected and MTDC Ltd., Manipur shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.

2.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit of amount as mentioned in "NIT/ITB/Memorandum" to "Form of Tender" required to be submitted along with the Tender shall be in the form of Demand Draft/BC/ or FD payable at place as mentioned in "NIT/ITB" in favour of **Executive Engineer-II, MTDC Ltd., Manipur** from any Nationalized / scheduled Bank or in the form of Bank Guarantee from any Nationalized / Scheduled Bank in enclosed format. The EMD/BC/FD shall be valid for a minimum period of 90 (One Hundred Fifty) days from last day of submission of Tender.

3.0 Available Bidding Capacity

The intending bidders who fulfill the following basic qualifying requirements are eligible to participate in this tender. The **Joint Ventures** are not accepted.

Should have completed during last 5 (five) years following "similar works"

Three similar works each of costing minimum 30% of the estimated cost of this work.

or

Two similar works each of costing minimum 40% of the estimated cost of this work.

or

One similar work costing minimum 70% of the estimated cost of this work.

- 3.2 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. If the work executed certificates are from MTDC Ltd. the ABC available will be counted to 120%. The available bid capacity will be calculated asunder:

$$\text{ASSESSED AVAILABLE BID CAPACITY (ABC)} = (A * N * M - B)$$

Where -

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 10 percent a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

M = 2.5

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

The Financial Bid beyond the ABC assessed by the employer will not be considered at all.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be signed by an officer not below the rank of Executive Engineer of the issuing Department.

- 4.0 MTDC Ltd., Manipur reserves the right to reject any or all the Tenders in part or full without assigning any reason whatsoever thereof. MTDC Ltd., Manipur does not bind them to accept the lowest tender. MTDC Ltd., Manipur reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the portion of work as offered by MTDC Ltd., Manipur after split up at the quoted / negotiated rates.

4.1 FOR PERCENTAGE RATE TENDERS

- 4.1.1. In case of Percentage Rate Tenders, tenderer shall fill up in the Schedule / Bill of Quantities, percentage Below/Above/Par (in figures as well as in words) to total estimated cost given in Schedule / Bill of Quantities; he will be willing to execute the work. The tenderer should quote a unique single percentage plus / minus over the total estimated amount given in Schedule / Bill of Quantities. In case more than one schedule is given, stipulating quoting of separate percentages (plus or minus) over the estimated amount of each schedule, the tenderer can quote separate percentages for each such schedule. In case tenderer quotes separate percentages for individual items, trades or group of items instead of to the total amount of schedule(s), the Tender shall be rejected and earnest money of the tenderer shall be forfeited in totality.
- 4.1.2 In case of Percentage Rate Tenders, the tenderer shall also work out the total amount of his offer after adding percentage (plus or minus) over the total schedule amount and the same should be written in figures as well as in words in such a way that no interpolation is possible.
- 4.1.3 In case of Percentage Rate Tenders, only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the tenderer in Percentage Rate Tender shall be accurately filled in figures and words. All corrections/cuttings should be signed by the tenderer. Each page of the Tender should be signed by the tenderer. In the event of discrepancy between percentage rate in figures and

words, the percentage rate quoted in words shall be treated as correct. In case there is discrepancy between percentage rate and amount worked out the percentage rate quoted shall be taken as correct and not the amount. For any other discrepancy, the decision of Tender Scrutiny Committee of MTDC Ltd., Manipur shall be final & binding on the tenderer including rejection of Tender and forfeiture of EMD.

- 5.0 The Tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modification(s) shall be rejected.
- 6.0 The witnesses to the Tender / Contract Agreement shall be other than the tenderer / tenderers competing for this work and must indicate full name, address, and status/occupation with dated signatures.
- 7.0 The acceptance of Tender by Tender Committee of MTDC Ltd., Manipur in which any of the prescribed conditions are not fulfilled or found incomplete in any respect within a specified time is liable to be rejected.
- 8.0 Canvassing whether directly or indirectly in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 9.0 On acceptance of Tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from Engineer-In-Charge or its authorized representative shall be intimated by the Contractor within 7 days of issue date of letter / telex / fax / e-mail of Intent by MTDC Ltd., Manipur.
- 10.0 The tenderer shall not be permitted to tender for works if his near relative is posted in the concerned Regional Office of MTDC Ltd., Manipur. The Contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in MTDC Ltd., Manipur. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the Contractor from tendering for future works under MTDC Ltd., Manipur.
- 11.0 No employee of MTDC Ltd., Manipur is allowed to work as a Contractor or as an employee of a Contractor having interest in MTDC Ltd., Manipur before a period of two years after his retirement/relief from the service of MTDC Ltd., Manipur, without the prior permission of MTDC Ltd., Manipur in writing. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of MTDC Ltd., Manipur as aforesaid before submission of the Tender or engagement in the Contractor's service.
- 12.0 The time of completion of the entire work, as contained in contract shall be as mentioned in "Memorandum" to "Form of Tender", which shall be reckoned from the 10th day from issue of the Letter / Telegram / Fax / E-mail of Intent by the MTDC Ltd., Manipur.
- 13.0 The Tender award, execution and completion of work shall be governed by Tender Documents consisting of (but not limited to) Letter of Intent / Letter of work Order, Bill of Quantities, Additional Conditions of Contract, General Conditions of Contract, Specifications, Drawings, etc. The tenderer shall be deemed to have gone through the various conditions and clauses of the Tender and visited the Site and satisfied it with Site conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Contractor will affect his price / rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained by MTDC Ltd., Manipur.
- 14.0 The Drawings given with the Tender Documents are indicative only.
- 15.0 Transfer of bid documents purchased by one intending bidder to another is not permissible.
- 16.0 Tenders must be duly signed with date and sealed. An attested copy of power of attorney/affidavit/Board Resolution executed as under shall accompany the 'Tender Documents'.
 - a) In case of Sole Proprietorship, an affidavit of Sole Proprietorship and if the Tender is signed by any other person Power of Attorney by the Sole Proprietor in favour of signatory.

- b) In case of Partnership firm, if Tender is not signed by all the partners, Power of Attorney in favour of the Partner/person signing the tender/documents by all the partners authorizing him to sign the tender/documents.
- c) In case of Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company.

17.0 Tenders with following discrepancies are liable for rejection:-

- a) Tenders with over-written or erased rates, percentages, amounts or rates, percentages not written in both figures and words.
- b) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for or submitted without EMD or with inadequate EMD.
- c) Tender received after specified date/time whether due to postal or other delays.
- d) Tender in respect of which canvassing in any form is resorted to by the tenderer whatsoever.
- e) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, MTDC Ltd., Manipur reserves the right to reject such tender at any stage.

18.0 Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & conditions and specifications of the work to be done and of conditions at which stores, tools, plant, etc. will be issued to him by MTDC Ltd., Manipur (if any), local conditions and political situations and other factors having bearing on the execution of the works. No claim of Contractor whatsoever, within the purview of this clause, shall be entertained at any stage of the project.

19.0 Tenderer shall upload the following documents along with the Tender documents in the first envelope (Technical Bid):-

- a) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion.
- b) List of works under execution indicating name of the Client, Total Contract Value, Value of balance work in hand, date of start and completion.
- c) Details of similar works executed.
- d) Audited balance sheets and profit and loss accounts along with schedules for the last 3 years.
- e) Copy of Cost of Form and EMD for the applied tender.
- f) Details of manpower available with Organization chart.
- g) Affidavits regarding no near relatives employed in his/her/their firm.
- h) Affidavit regarding non-engagement of retired personnel (within two years)
- i) Affidavit regarding correctness of certificates
- j) Details of equipment, tools and plant available.
- k) Credentials and completion certificates.
- l) Registration Certificate/Memorandum and Articles of Association/Partnership Deed / Affidavit.
- m) Copy of letters of registration with various authorities like CPWD, State PWD, MES and Public Sector Undertakings, etc.
- n) Latest Solvency certificate from Nationalized/Scheduled Bank.
- o) GST Registration Certificate.
- p) Any other documents as stipulated above and in "Tender Documents"

20. Purchase Preference may be granted to the Central Public Sector Enterprises as per the applicable guidelines in force in this regard issued by the Government of India.

LETTER OF UNDERTAKING

(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

To,

**The Executive Engineer-III
Manipur Tribal Development Corporation Ltd.
Lamphelpat, Imphal, Manipur**

REF: Establishment of Bukpi Solar Park at Pherzawl District, Manipur.

NIT No. 31/MTDC-III/SP-Phz/2020,

Dated 11/01/2022

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

Sir,

1. The Tender Documents for the work as mentioned in "Memorandum" to "Form of Tender" have been issued to me / us by MTDC Ltd., Manipur, and I / we hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above work.
2. The contents of clause 1.2 and 1.3 of the Tender Documents (Instructions to Bidders) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the 'Financial Bid' enclosed in "Envelope-2" and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening "Envelope-2", I / We agree that my/our tender shall be summarily rejected and MTDC Ltd., Manipur shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.
3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Bidder)

Seal of Bidder

FORM OF TENDER

To,

**The Executive Engineer-III
Manipur Tribal Development Corporation Ltd.
Lamphelpat, Imphal, Manipur**

REF: Establishment of Bukpi Solar Park at Pherzawl District, Manipur.

NIT No. 31/MTDC-III/SP-Phz/2020,

Dated 11/01/202

1. I/We hereby tender for execution of work as mentioned in “Memorandum” to this “Form of Tender” as per Tender Documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by me / us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.
2. It is agreed that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of works in all respects according to the schedule set out in the said “Time Schedule for completion of jobs” and stipulations contained in the contract, the recovery shall be made from me/us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by MTDC Ltd., Manipur at its entire discretion for some items, and I/We agree that such extension of time will not be counted for the final completion of work as stipulated in the said “ Time schedule of completion of jobs”.
3. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.
4. Should this Tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in Tender Documents elsewhere and in default thereof, allow MTDC Ltd., Manipur to forfeit and pay MTDC Ltd., Manipur, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.
5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Executive Engineer-II, TRIBAL AFFAIRS & HILLS, Manipur, payable at Imphal.
6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and / or I/We fail to sign the agreement as per of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per of General Conditions of Contract, I/We agree that MTDC Ltd., Manipur shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed proforma as referred to in condition of NIT.

Date the _____ day of _____

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : _____

REGISTRATION NO. : _____

OCCUPATION _____

ADDRESS _____

SEAL OF BIDDER

MEMORANDUM

(ENCLOSURE TO FORM OF TENDER)

REF: Establishment of Bukpi Solar Park at Pherzawl District, Manipur.

NIT No. 31/MTDC-III/SP-Phz/2020,

Dated 11/01/202

SI.No.	Description	Values / Description to be applicable for relevant clause(s)
1	Name of Work	Establishment of Bukpi Solar Park at Pherzawl District, Manipur.
2	Owner / Client /Employer	MTDC Ltd., Manipur
3	Type of Tender	Percentage Rate Tender
4	Earnest Money Deposit	Rs. 4,52,000/-
5	Estimated Cost	Rs. 2,26,24,050/-
6	Time for Completion of Work	Total work to be completed in 6- months in accordance with the time schedule of completion of work in the tender documents
7	Validity of Tender	90 (Ninety) days from the date of opening of price bid.
8	Schedule of Rates applicable	MSR 2017
9	Validity of Tender	90 (Ninety) Days from the date of opening of price bid.
10	Security Deposit cum Performance Guarantee	5% (five percent only) of contract value within 10 days from the date of issue of telegram / letter / telex / FAX of intent of acceptance of tender.
11	Retention Money	10% (five percent only) of the contract amount which shall be deducted in the manner set out in this contract.
12	Time allowed for starting the work	The date of start of contract shall be reckoned 10 days from the date of issue of telegram / letter / e-mail / FAX of intent of acceptance of tender.
13	Defect Liability Period	12(Twelve) Months from the date of taking over/ completion of works)
14	Arbitration	Amended
15	Jurisdiction	Courts in Imphal

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) :

RESISTRATION NO. :

OCCUPATION :

ADDRESS :

.....

SEAL OF BIDDER

EXPERIENCE OF COMPLETION OF SIMILAR WORKS/PROJECTS OF SIMILAR NATURE
(During last five years ending latest by 31.03.2019)

Sl. No.	Name of work /Project	Owner or Sponsoring organization	Cost of work in Lakhs	Date of Commencement as per contract	Stipulated date of completion	Actual date of completion	Remarks
1.							
2.							
3.							
4.							
5.							
6.							

(NOTE: Please attach supporting documents (completion certificates issued by not less than Executive Engineer along with work order copies) for the above information with dated signature)

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) :

RESISTRATION NO. :

OCCUPATION :

ADDRESS :

.....

SEAL OF BIDDER

**LITIGATION DETAILS
(Court Cases/Arbitration)**

Name of Bidder							
Year	Name of the work	Name of the Client, with Address	Title of the court Case/Arbitration	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases / Arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) :

RESISTRATION NO. :

OCCUPATION :

ADDRESS :

.....

SEAL OF BIDDER

BIDDERS ADDRESS FORMAT

Name:	
Individual/Organization:	
Address for Communication:	
City:	Pin code:
District:	State:
Mobile:	
Phone:	
Fax:	
email ID:	

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) :

RESISTRATION NO. :

OCCUPATION :

ADDRESS :

.....

SEAL OF BIDDER

CREDIT FACILITY CERTIFICATE
FROM SCHEDULEDCOMMERICALBANK

It is to certify that.....

is a reputed Contractor/Firm with a good financial standing. If the Contract for the work namely
.....
..... is awarded to the above Contractor/Firm we shall be able to
provide overdraft/credit facility to the extent of not less than 20 % of the Tendered amount.

Signature

Name of Senior

Bank Manager.....

Date: DD/MM/YYYY

Designation of Senior Bank Manager Address of Bank

.....

.....

(Note – The Credit Facility Certificate should be on the Letter Head of the Bank)