BIDDING DOCUMENT

FOR

RENOVATION & MODERNIZATION OF STEAM TURBINE OF UKAI THERMAL POWER STATION UNIT NO. 4 (200 MW) AND WANAKBORI THERMAL POWER STATION UNIT NO. 3 (210 MW)

CB No : GSECL/PP/P-II/LMZ 200/210 MW Turbine Retrofitting/

Employer : GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Country : INDIA

VOLUME- I
COMMERCIAL DOCUMENT

GUJARAT STATE ELECTRICITY CORPORATION LIMITED (GSECL)
PROJECT & PLANNING DEPARTMENT,
VIDYUT BHAVAN, RACE COURSE, VADODARA 390 007
Ph. No: 0265-6612131/ 6612132/ 6612141 Fax: 0265-2341588
Website: www.gsecl.in Email: cepnp.gsecl@gebmail.com; acepnp.gsecl@gebmail.com; se proj2.gsecl@gebmail.com

PREPARED & SUBMITTED BY:

Steag Energy Services India Pvt. Ltd.
(A wholly owned subsidiary of Steag Energy Services GmbH, Germany)
A-29, Sector-16, NOIDA-201301, INDIA

FEBRUARY, 2014
INVITATION FOR BIDS (IFB)
INVITATION FOR BIDS
COMPETITIVE BIDDING

Renovation & Modernization of Steam Turbine of Ukai Thermal Power Station Unit No. 4 (200 MW) and Wanakbori Thermal Power Station Unit No. 3 (210 MW)

CB No. GSECL/PP/P-II/LMZ 200/210 MW Turbine Retrofitting/
Date: 3rd March, 2014

1. Gujarat State Electricity Corporation Limited (GSECL)) invites sealed bids from eligible Bidders for the Renovation & Modernization of Steam Turbine of Ukai Thermal Power Station Unit No. 4 (200 MW) and Wanakbori Thermal Power Station Unit No. 3 (210 MW). Competitive Bidding will be conducted in Single Stage Three Envelope Bidding Procedure: Envelope-I – (Qualification Information/Documents including Bid Security) Bid, Envelope-II - (Techno-Commercial) Bid and Envelope-III (Price) Bid for the Scope of Work specified in the Technical Specifications (Volume II) of these Bidding Documents.

For details please visit GSECL’s website: www.gsecl.in

2. Interested eligible Bidders may obtain further information from the office of the Chief Engineer, Gujarat State Electricity Corporation Limited, Project & Planning Department, Vidyut Bhavan, Race Course, Vadodara 390007 (Gujarat), India; PBX-0091-0265-6612131/6612132/6612141, Fax 0091-0265-2341588 e-mail:-cepnp.gsecl@gebmail.com; acepnp.gsecl@gebmail.com

3. A complete set of Bidding Documents may be purchased by interested Bidders or his authorized representative on the submission of a written application to the address above. The details of sale and cost of Bidding Documents, last date for submission, Pre-Bid meeting Bid Security etc. are given below:

<table>
<thead>
<tr>
<th>CB No.</th>
<th>GSECL/PP/P-II/LMZ 200/210 MW Turbine Retrofitting/</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Bidding Documents (Non-Refundable)</td>
<td>Rs. 15000.00 (Rs. Fifteen thousand only) Payable through Cash or Demand Draft/Pay Order on any Scheduled Bank drawn in favour of Gujarat State Electricity Corporation Limited at Vadodara.</td>
</tr>
<tr>
<td>Bid Security Amount</td>
<td>INR 29 Million (INR Twenty Nine Million only) to be paid in the form of BG from any Scheduled Bank as per the format attached.</td>
</tr>
<tr>
<td>Sale of Bid Documents (The sale of Bidding Document shall be made to the representative of the Bidder producing written application to the Employer on behalf of the Bidder)</td>
<td>03.03.2014 to 15.03.2014 between 11.00 Hrs. to 17.00 Hrs.(IST)</td>
</tr>
<tr>
<td>Pre-Bid Meeting</td>
<td>28.03.2014 at 11.00 Hrs. at the Office of the Chief Engineer (P&amp;P), Gujarat State Electricity Corporation Limited, Project &amp; Planning</td>
</tr>
</tbody>
</table>

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Department, Vidyut Bhavan, Race Course, Vadodara 390007

Last Date of submission of Pre-Bid Queries by the Bidders 24.03.2014 17.00 Hrs. at the Office of the Chief Engineer (P&P). Gujarat State Electricity Corporation Limited, Project & Planning Department, Vidyut Bhavan, Race Course, Vadodara 390007

Last Date for submission of Bids (Envelope I, Envelope II and Envelope III Bids). The Bids shall be submitted by RPAD/Speed Post/Courier/Hand delivery 28.04.2014 up to 14.30 Hrs. (IST) at the Office of the Chief Engineer (P&P). Gujarat State Electricity Corporation Limited, Project & Planning Department, Vidyut Bhavan, Race Course, Vadodara 390007

Date of Opening of Bids. (See also ITB Clause 26) 28.04.2014 at 15.30 Hrs. (IST) at the Office of the Chief Engineer, Gujarat State Electricity Corporation Limited, Project & Planning Department, Vidyut Bhavan, Race Course, Vadodara 390007

If the Bidder has requested in his written application for providing a soft copy of the Bidding Documents, the same will be given with Bidding Documents.

4. No Bid shall be accepted in any case after due date and time specified above irrespective of delay due to postal /courier services or any other reasons and the GSECL does not assume any responsibility for late receipt of the same.

5. Issuance of any Bidding Documents to any Bidder shall not constitute that such Bidder is considered to be qualified.

6. GSECL reserves the right to reject any or all bids or cancel/withdraw the Invitation For Bids without assigning any reason whatsoever and in such cases no Bidder/intending Bidder shall have any claim arising out of such action.

For and on behalf of Gujarat State Electricity Corporation Ltd.

(M.L. Patel)
Chief Engineer (P&P)
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PART 1 – Bidding Procedures
Single Stage Three Envelope Bidding

Section I. Instructions to Bidders
(The text of the clauses in this Section shall not be modified. Section II – Bid Data Sheet (BDS) amends and/or supplements the contents of this Section and shall be prepared by the Employer)
Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
   1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Plant and Installation Services as specified in Section VI, Employer’s Requirements. The name, identification, and number of lots (Contracts) of the Competitive Bidding (CB) are provided in the BDS.

   1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in the General Conditions, Section VII.

2. **Source of Funds**
   2.1 Employer intends to make financing arrangements by means of financial assistance from Indian Financial Institutions/Commercial Banks as well as from own resources towards the cost of the project named in the BDS.

3. **Fraud and Corruption**
   3.1 The Bidders, Suppliers, Contractors and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers, under the Contract for which the bids have been invited under these documents, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuit of this policy, the following definitions will apply:

   (a) (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party1;

   (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation2;

   (iii) “collusive practice” is an arrangement between two or more parties3 designed to achieve an improper purpose, including to influence improperly the actions of another party;

   (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party4 or the property of the party to influence improperly the actions of a party;

---

1 “Another party” refers to a public official acting in relation to the procurement process or Contract execution. In this context, “public official” includes employees of other organizations taking or reviewing procurement decisions.

2 “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or Contract execution; and the “act or omission” is intended to influence the procurement process or Contract execution.

3 “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

4 “Party” refers to a participant in the procurement process or Contract execution.
(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the inspection and audit rights.

(b) A proposal for award will be rejected if it is found that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question;

(c) A firm or an individual, will be sanctioned at any time, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a GSECL Contract; and (ii) to be a nominated Subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a GSECL Contract.

4. Eligible Bidders

4.1 A Bidder, and all partners constituting the Bidder, shall have a nationality of an eligible country in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

5. Eligible Plant and Installation Services

5.1 The Plant and Installation Services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.1 above and all expenditures under the Contract will be limited to such Plant and Installation Services.

5.2 For the purposes of these Bidding Documents, the word "facilities" means the plant and equipment to be supplied and installed, together with the services to be carried out by the Contractor under the Contract. The words "plant” and “installation services” etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract

5.3 For purposes of ITB 5.1 above, “origin” means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product
results that is substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8

A. VOLUME I: (COMMERCIAL DOCUMENT)

PART 1  Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2  Employer’s Requirements

- Section VI. Employer’s Requirements

PART 3  Conditions of Contract and Contract Forms

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Contract Forms

B. VOLUME II: (TECHNICAL SPECIFICATIONS AND DRAWINGS) SEPARATELY FOR UKAI TPS U# 4 AND WTPS U# 3.

6.2 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.

6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4.

7.2 The Bidder is advised to visit and examine the site where the plant is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid
and entering into a Contract for the provision of Plant and Installation Services. The costs of visiting the site shall be at the Bidder’s own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 The Bidder’s designated representative is invited to attend a pre-bid meeting as provided for in the Invitation For Bid (IFB). The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting. The Employer will respond to any request for clarification. The Employer’s response shall be in writing with copies to all Bidders who have purchased the Bidding Documents including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to issue any clarification or amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 7.5 and ITB 8.

7.6 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 23.2

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the
language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise three envelopes submitted simultaneously, one containing the Envelope-I (Qualification Information/Document) Bid, Envelope-II (Techno-Commercial) Bid and Envelope – III (Price) Bid enclosed together in an outer single envelope.

11.2 Bidder shall submit the Envelope-I Bid, Envelope-II Bid and Envelope – III Bid in separately sealed envelopes. No price information or any other details that would help to deduce the price of the Contract, shall be included with the Envelope-I Bid or with Envelope – II Bid.

11.3 Envelope-I (Qualification Information / Documents) Bid, Envelope-II (Techno-Commercial) Bid and Envelope – III (Price) Bid

11.3.1 Envelope-I (Qualification Information/Documents) Bid

The Envelope-I (Qualification Information/Documents) Bid shall comprise the Bid Form (Envelope-I Bid) as per Section- IV – Bidding Forms and the following attachments as mentioned in the Bid Form (Envelope-I Bid):

(a) **Bid Security:** Bid Security in accordance with ITB 20 shall be furnished in the Form included in Section IV – Bidding Forms in a separate sealed envelope. The details of Bid Security shall be superscribed on the envelope. Bids not accompanied in the specified form and in a separate sealed envelope or bid not accompanied by a substantially bid security shall be rejected by the Employer as non-responsive and shall be returned to the Bidder without being opened.

(b) **Format & Signing of Bid:** Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2 duly notarized by a Notary Public, indicating that the person(s) signing the bid has/have the authority to sign both Envelope-I and Envelope-II Bid and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 19. Bidders may note that no form has been specified in Section IV-Bidding Forms and Bidders may use their own form for this purpose.

(c) **Documents Establishing the Eligibility and Qualification of the Bidder:** Documentary evidence in accordance with ITB 15 establishing the Bidder’s eligibility and qualifications to perform the Contract if its Bid is accepted. The provisions of this sub-clause shall be read in conjunction with the provisions clause 1.1 – Qualification Requirements of Section III – Evaluation and Qualification Criteria.

(d) **Acceptance of Important Conditions:** No deviation, whatsoever, is permitted by the Employer, to the provisions of Bidding Documents.
specified in ITB Clause 29.5. Bidders shall furnish a certificate as per Form-ACCEPTANCE of Important Conditions included in Section IV – Bidding Forms. In case the above certificate, duly signed and stamped by the Bidder, is not furnished along with the Envelope-Ibid, the bid shall be rejected.

11.3.2 Envelope-II (Techno-Commercial) Bid

The Envelope-II Bid (Techno-Commercial Bid) shall comprise the Bid Form (Envelope-II Bid) as per Section-IV – Bidding Forms and the following attachments as mentioned in the Bid Form (Envelope-II Bid):

(a) **Documents Establishing the Eligibility of the Plant and Installation Services:** Documentary evidence established in accordance with ITB 14.1 that the Plant and Installation Services offered by the Bidder in its bid or in any alternative bid, if permitted, are eligible;

(b) **Documents Establishing Conformity of the Plant and Installation Services:** Documentary evidence established in accordance with ITB 16 that the Plant and Installation Services offered by the Bidder conform to the Bidding Document;

(c) **Deviations:** Deviations, if any, with regard to techno commercial aspects and from the terms and conditions of Bidding Documents and its amendments/clarification/addenda/corrigenda/errata shall be listed only in Form – DEV – Techno-Commercial included in Section IV – Bidding Forms. **The Bidder shall also provide the cost of the deviations taken to be considered for the purpose of evaluation of its Price Bid.**

(d) **Technical Data Sheet:** Technical Data Sheet to be furnished is contained in the Technical Specifications (Volume II). Bidder is required to fill in the Technical Data as per the Technical Data Sheet and furnish the same.

(e) **Quality Assurance Program:** Bidder shall furnish details regarding the overall Quality Management and Procedures which the Bidder proposes to follow during various stages of execution of the Contract.

(f) **L1 Schedule**

(g) **Price Adjustment:** Details regarding Price Adjustment to be furnished in Form-Price Adjustment included in Section IV-Bidding Forms. **(If Applicable)**

(h) **History of Non-Performance of Contracts** – Details of non-performance of contracts including the details of disputes/litigations, the reasons and their current status.

(i) **Integrity Pact (IP)**

(j) **Completed Schedules:** Completed Schedules and Forms as required,
including Price Schedules in accordance with ITB Clause 12 and 17.

(k) Unpriced (blanked out) Schedules 1, 2, 3, 4 and 6 included in Envelope III –(Price) – Bid.

11.3.3 Envelope – III (Price) Bid

The Envelope – III (Price) Bid shall comprise the Bid Form (Envelope – III Bid) as per Section IV – Bidding Documents and the following attachments as mentioned in the Bid Form (Envelope III Bid):

Schedule No. 1 Plant (including Mandatory Spare Parts) Supplied from Abroad

Schedule No. 2 Plant (including Mandatory Spare Parts) Supplied from within the Employer’s Country

Schedule No. 3 ----(not applicable)

Schedule No. 4 Installation Services

Schedule No. 5 Grand Summary (Schedule Nos. 1 to 4)

Schedule No. 6 Recommended Spare Parts

Schedule No. 7 Breakup of Taxes & Duties not included in the Price Bid.

In addition to the above Schedules, the Bidder shall also include in Envelope III (Price) Bid the following:

(i) Declaration of Deemed Export Benefits in the Form- Declaration of Deemed Export Benefits included in Section IV – Bidding Forms also forms part of Bid Form (Envelope-III Bid).

(i) Declaration on the Guaranteed Values of Parameters and also declaration on demonstration Parameters as per Form – FUNC included in Section IV – Bidding Forms.

IMPORTANT NOTE TO THE BIDDERS:

This RFP consists of Renovation and Modernization of two Thermal Power Projects named in the Invitation For Bid (IFB). Envelope III (Price) Bid covering the Schedules hereinabove stated shall be furnished by the Bidder in respect of each Thermal Power Station named in the IFB separately.

Failure to comply this requirement on the part of the Bidder may render its Bid being considered as non-responsive to the Bidding Documents and is liable to be rejected by the Employer.

12. Bid Form (Envelope-I Bid, (Envelope-II Bid) and (Envelope-III Bid) 12.1 The Bidder shall complete the Bid Form (Envelope – I) Bid together with attachments specified in ITB Clause 11.3.1. Bid Form (Envelope - II) Bid together with attachments specified in ITB Clause 11.3.2 and Bid Form (Envelope – III) together with attachments specified in ITB Clause 11.3.3 using the relevant forms furnished in Section IV, Bidding Forms. The
13. Alternative Bids

Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first submit details as per the Employer's design of the facilities as described in the Bidding Documents, and shall further provide all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, proposed installation methodology, requirement of spares and other relevant details in Form – Alternative Bid included in Section IV – Bidding Forms. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

14. Documents Establishing the Eligibility of the Plant and Installation Services

14.1 To establish the eligibility of the Plant and Installation Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

15. Documents Establishing the Eligibility and Qualifications of the Bidder

15.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Forms/Information Sheets/Declarations indicated in the said Section III – Evaluation & Qualification Criteria as per Forms provided in Section IV, Bidding Forms.

16. Documents establishing conformity of the Plant and Installation Services

16.1 The Bidder shall furnish the information as per the various Forms stipulated in Section IV – Bidding Forms in sufficient detail to demonstrate substantial responsiveness of the Bidders' proposal to the Employer's requirements and the completion time.

16.2 The documentary evidence of the conformity of the Plant and Installation Services with the bidding documents may be in the form of literature, drawings and data, and shall include:

(a) Detailed description of the essential technical and performance characteristics of the Plant and Installation Services, including the functional guarantees of the proposed Plant and Installation Services, in response to the Specification. The functional guarantees of the proposed Plant and Installation Services shall be stated in the applicable form in Section IV Bidding Forms;

(b) A list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the plant for the period named in the BDS, following completion of Plant and Installation Services in accordance with provisions of contract; and
(c) Adequate evidence demonstrating the substantial responsiveness of the Plant and Installation Services to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its technical proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.

16.3 For major items of supply or services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its technical proposal information establishing compliance with the requirements specified by the Employer for these items.

16.4 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4 and that any Plant or Installation Services to be provided by the Subcontractor comply with the requirements of ITB 5.

16.5 The Bidder shall provide the details regarding Special Maintenance Tools and Tackles. The cost of these Tools and Tackles shall be included in the Bid Price.

16.6 The Employer reserves the right to delete any proposed Subcontractor from the list prior to award of Contract, and after discussion between the Employer and the Contractor, Appendix 5 to the form of Contract shall be completed, listing the approved Subcontractors for each item.

17. Bid Prices and Discounts

17.1 Unless otherwise specified in the BDS, Bidders shall quote for the entire Plant and Installation Services on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions and Technical Specifications. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

17.2 Bidders are required to quote the price for the commercial, Contractual and technical obligations outlined in the bidding document.
17.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.

17.4 Depending on the scope of the Contract, the Price Schedules may comprise up to the six (6) schedules listed below. Separate numbered Schedules included in Section IV, Bidding Forms, from those numbered 1-4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary, (Schedule 5), giving the total bid price(s) to be entered in the Bid Form (Envelope – II Bid).

- Schedule No. 1 Plant (including Mandatory Spare Parts) Supplied from Abroad
- Schedule No. 2 Plant (including Mandatory Spare Parts) Supplied from within the Employer’s Country
- Schedule No. 3 ------( not applicable)
- Schedule No. 4 Installation Services
- Schedule No. 5 Grand Summary (Schedule Nos. 1 to 4)
- Schedule No. 6 Recommended Spare Parts

Bidders shall note that the plant and equipment included in Schedule Nos. 1 and 2 above exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 4, Installation Services.

17.5 In the Schedules, Bidders shall give the required details and a breakdown of their prices as follows:

(a) Plant to be supplied from abroad (Schedule No. 1):

The price of the plant shall be quoted on CIF-named place of destination basis as specified in the BDS. Employer shall bear and pay all customs and import duties for the Plant specified in Price Schedule No.1 as provided in GC Clause 14.2 (a).

(b) Plant manufactured within the Employer’s country (Schedule No. 2):

(i) The price of the plant shall be quoted on an EXW INCOTERMS (2010) basis (such as “ex-works,” “ex-factory,” “ex-warehouse” or “off-the-shelf,” as applicable) and shall be inclusive of all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the facilities.

(ii) The EXW price shall also be inclusive of the applicable Entry Tax on the Plant quoted by the Bidder in Schedule 1 and Schedule 2, at the rates prevailing as of ten (10) days prior to the deadline for
submission of bids.

(iii) Employer shall bear and pay Excise Duty, Sales Tax/VAT (but not surcharge in lieu of Sales Tax) on the Plant specified in Price Schedules 1 and 2 and that is to be incorporated into the Facilities, and on the finished goods as provided in GC Clause 14.2 (b) in respect of direct transactions between the Employer and the Bidder applicable as often (10) days prior to the deadline for submission of bids if imposed by the Indian Laws and not included in the Bid Prices. Breakup of all such taxes shall be shown separately in Schedule 7 in the form specified in Section IV – Bidding Forms. Bidder to ensure that the total amount of such taxes on the Plant specified in Price Schedules 1 and 2 matches with the total amount of the breakup shown in Schedule No.7.

(c) (Schedule No. 3). ------- (not applicable)

(d) Installation Services shall be quoted separately (Schedule No. 4) and shall include rates or prices for local transportation to named place of final destination as specified in the BDS, insurance and other services incidental to delivery of the plant, all labor, Contractor’s equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer’s country as of ten (10) days prior to the deadline for submission of bids.

(e) Recommended spare parts shall be quoted separately (Schedule 6) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.

17.6 The INCOTEMES (2010) published by the International Chamber of Commerce shall govern.

17.7 The prices shall be Fixed and Firm Price basis throughout the Contract period.

17.8 In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

17.9 In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the Contract to reflect changes in the cost elements such as labor, material, transport and Contractor’s equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of
labor and material indices in the corresponding Form in Section IV, Bidding Forms. (Not Applicable)

17.10 Bidders wishing to offer any unconditional discount shall specify in their Bid Form (Envelope – III Bid) the offered discounts and the manner in which price discounts will apply.

18. Currencies of Bid and Payment

18.1 The currency of the bid shall be Indian National Rupees (INR).

19. Period of Validity of Bids

19.1 Bids shall remain valid for the period of one hundred twenty (120) days after opening of price bid deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

20.1 The Bidder shall furnish, as part of its Envelope-I bid, a bid security in a separate sealed envelope in the amount and currency as stipulated in the Invitation For Bid (IFB). The bid security shall be in the form of a bank guarantee from any of the Scheduled Banks as specified in IFB. In case of foreign Bidders, the Bid Security can be from any other bank also in addition to the banks specified above, and if the Bank Guarantee is from a bank not specified above, then the Bank Guarantee shall be confirmed by any of the Banks specified above. The format of the bank guarantee shall be in accordance with the form of bid security included in Section IV – Bidding Forms of the Bidding Documents.

20.2 Bid Security shall remain valid for a period of forty five (45) days beyond the original bid validity period and beyond any extension of bid validity subsequently requested under ITB Sub-Clause 19.2.

20.3 Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirements in the Bidding Documents, the Bid Security by the Joint Venture must be on behalf of all the partners of the Joint Venture.

20.4 The Bid Security shall be furnished in a separate sealed envelope. Any bid not accompanied by an acceptable Bid Security in a separate sealed envelope shall be rejected by the Employer as being non-responsive and returned to the Bidders without being opened.

20.5 The Bid Security of all the unsuccessful Bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period.

20.6 The Bid Security of the Successful Bidder to whom the Contract is
awarded will be returned when the said Bidder has signed the Contract Agreement pursuant to ITB Clause 41, and has furnished the required Performance Securities, pursuant to ITB Clause 42.

20.7 Forfeiture of Bid Security

The bid security may be forfeited.

(a) if the Bidder withdraws or varies its Bid during the period of Bid validity.

(b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Clause 32.

(c) if the Bidder refuses to withdraw without any cost to the Employer, any deviation not listed in Form-DEV-Techno-Commercial, but found elsewhere in the bid;

or

(d) if the Bidder/his representative commits any fraud while competing for this Contract pursuant to ITB Clause 3.

(e) in the case of a successful Bidder, if the Bidder fails within the specified time limit:

- to sign the Contract Agreement, in accordance with ITB Clause 41, and/or

- to furnish the required Contract Performance Guarantee /Security Deposit, in accordance with ITB Clause 42.

(f) In case the Bidder/Contractor is disqualified from the bidding process in terms of ITB Clause 3.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of Envelope-I Bid, one original of Envelope-II Bid and one original of Envelope III Bid as described in ITB clause 11 and clearly mark each as "ORIGINAL-ENVELOPE-I BID", "ORIGINAL-ENVELOPE-II Bid" and “ORIGINAL-ENVELOPE – III BID”. In addition the Bidder shall submit two (2) copies of Envelope-I Bid, Envelope-II Bid Envelope-III Bid clearly marking each one as "Copy NO........ Envelope-I Bid", "Copy NO.......Envelope-II Bid" “Copy NO......Envelope-III Bid. In the event of any discrepancy between the original and the copies, the original shall govern.

21.2 The original and all copies of the bid, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The authorization shall be indicated by written power of attorney accompanying the bid and submitted with the Envelope-I Bid under ITB Sub-Clause 11.3.1 (b). All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

21.3 Any interlineations, erasures, or overwriting shall be valid only if they are
signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

22.1 Sealing and Marking of Bids

(i) The Bidder shall seal the original of Envelope-I Bid, the original of Envelope-II Bid and Envelope-III Bid and each copy of the Envelope-I Bid, each copy of the Envelope-II Bid and each copy of the Envelope-III Bid in separate envelopes duly marking the envelopes as "ORIGINAL ENVELOPE-I BID", "ORIGINAL ENVELOPE-II BID", "ORIGINAL ENVELOPE-III BID" and "COPY NO…… ENVELOPE-I BID", "COPY NO…… ENVELOPE-II BID" AND "COPY NO…… ENVELOPE-III BID" as appropriate.

(ii) The bid security furnished in accordance with ITB Clause 20 shall be sealed in a separate envelope duly marking the envelope as "BID SECURITY". The details of Bid Security shall be super-scribed on the envelope.

(iii) Bid Form (Envelope I Bid) together with all documents/declarations/certificates etc specified in ITB Clause 12 and in ITB Sub-Clause 11.3.1 shall be submitted with Envelope-I Bid, Bid Form (Envelope II Bid) together with all documents/declaration/forms specified in ITB clause 12 and ITB clause 11.3.2 shall be submitted with Envelope-II Bid Form and Bid Form (Envelope-III Bid) together with all the Price Schedules, Breakup of Taxes & Duties not included in the Price Bid and Declaration of Deemed Export Benefits as specified in ITB clause 12 and ITB clause 11.3.3 shall be submitted with Envelope III Bid.

The envelope shall then be sealed in an outer envelope.

22.2 The inner and outer envelopes shall:

(a) be addressed to the Employer at the address given in the Invitation For Bid (IFB), and

(b) bear the package name indicated in the Bid Data Sheets, the Invitation for Bids title and number indicated in the Bid Data Sheets, and the statement "DO NOT OPEN BEFORE [date]," to be completed within the time and date specified in the Invitation For Bid (IFB).

22.3 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late," or is received without the requisite Bid Security and/or Certificate regarding Acceptance of Important Conditions, by the Employer.

22.4 If the outer envelope is not sealed and marked as required above, the Employer will assume no responsibility for the bid's misplacement or premature opening. If the outer envelope discloses the Bidder's identity,
23. **Deadline for Submission of Bids**

23.1 Envelope - I Bids, Envelope-II Bids and Envelope-III Bids must be received by the Employer at the address specified in the Invitation for Bid (IFB) no later than the time and date stated in the Invitation For Bid (IFB). In the event of the specified date for submission of bids being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day.

23.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 8.3, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.

24. **Late Bids**

24.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

25. **Withdrawal, Substitution, and Modification of Bids**

25.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form (Envelope I Bid), Bid Form (Envelope II Bid) and Bid Form (Envelope III Bid) or any extension thereof.

E. **Bid Opening, Confidentiality, Clarification, Deviations And Evaluation**

26. **Bid Opening**

26.1 The Employer will open the Envelope-I Bids in the presence of Bidder's representatives who choose to attend the opening at the time, on the date and at the place specified in the Invitation For Bid (IFB). Bidder's representatives shall sign a register as proof of their attendance. In the event of the specified date for the opening of bids being declared a
holiday for the Employer, the bids will be opened at the appointed time on the next working day.

26.2 The Envelope-II Bids will remain unopened and will be held in custody of the Employer until the time of opening of the Envelope-II Bids. The date, time and location of the opening of Envelope-II Bids will be advised in writing by the Employer.

26.3 The Envelope-III Bids will also remain unopened and will be held in custody of the Employer until the time of opening of the Envelope-III Bids. The date, time and location of the opening of Envelope-III Bids will be advised in writing by the Employer.

26.4 First, envelopes marked "WITHDRAWAL" will be opened, read out, and recorded, and the envelope containing the Envelope-I Bid, Envelope-II Bid and Envelope-III Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.

26.5 All other envelopes holding the Envelope-I Bid will be opened one at a time, and the following read out and recorded:

(a) the name of the Bidder;

(b) the presence of the Bid Security and Declarations / Certificates/Documents

(c) any other details as the Employer may consider appropriate.

26.6 Envelope-I Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances. Late bids pursuant to ITB clause 24 and/or bids not accompanied by the "Certificate regarding Acceptance of Important Conditions" shall be rejected. Bids not accompanied by requisite bid security in a separate sealed envelope will be rejected and returned unopened to the Bidder.

26.7 The Employer will notify Bidders in writing whose Envelope-I Bid have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Documents and return their Envelope-II Bids and Envelope-III Bids unopened.

26.8 The Employer will conduct the opening of the Envelope-II Bids of those Bidders who have fulfilled the Qualification & Eligibility Criteria as per ITB Clause 15 in the presence of the Bidders representatives who choose to attend at the address, date and time specified by the Employer. Bidders will be given reasonable notice of the opening of Envelope-II Bids. The Bidder’s representatives who are present shall sign a register evidencing their attendance.

26.9 Envelope-II Bids will be opened one at a time and the following read out and recorded:
(a) the name of the Bidder

(b) the presence of Forms/Declarations/Certificates/Documents specified in ITB Clause 16

(c) any other details as the Employer may consider appropriate.

26.10 The Employer will conduct the opening of the Envelope-III Bids of those Bidders whose Techno-Commercial Bids (Envelope II) have been found to be substantially responsive to the Bidding Documents as per ITB Clause 16 in the presence of the Bidders representatives who choose to attend at the address, date and time specified by the Employer. Bidders will be given reasonable notice of the opening of Envelope-III Bids. The Bidder’s representatives who are present shall sign a register evidencing their attendance.

26.11 Envelope-III Bids will be opened one at a time and the following read out and recorded:

(a) the name of the Bidder

(b) Prices offered as per the Price Schedules

(c) Discounts, if any, offered

(d) any other details as the Employer may consider appropriate

26.12 The Employer will prepare minutes of the Price Bid opening. This record shall be confirmed and signed by all the Bidder's representatives present at the opening of Envelope-III Bids.

27. Confidentiality

27.1 Information relating to the evaluation of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

27.3 Notwithstanding ITB 27.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 32.

28.2 If a Bidder does not provide clarifications of its bid by the date and time
set in the Employer’s request for clarification, its bid may be rejected.

29. Deviations

29.1 Deviations, if any, with regard to techno commercial aspects and from the terms and conditions of Bidding Documents and its amendments/clarification/addenda/corrigenda/errata shall be listed only in Form – DEV – Techno-Commercial included in Section IV – Bidding Forms. The Bidder shall also provide the cost of such deviations for the purpose of adjustment in its Price Bid.

29.2 However, the attention of the Bidders is drawn to the provisions of ITB Clause 30 regarding the rejection of Bids that are not substantially responsive to the requirements of the Bidding Documents.

29.3 Bidders may further note that except for deviations listed in Form – DEV-Techno-Commercial, the bid shall be deemed to comply with all the requirement in the Bidding Documents and the Bidders shall be required to comply with all terms, conditions and specifications of the Bidding Documents and technical specifications including all Amendments / Addenda /Corrigenda / Errata /Clarifications and without any extra cost to the Employer irrespective of any mention to the contrary, anywhere else in the bid, failing which the bid security of the Bidder may be forfeited.

Important Note to Bidders:

This RFP consists of Ukai Thermal Power Station Unit No. 4 (200 MW) and Wanakbori Thermal Power Station Unit No. 3 (210 MW). Bidder shall furnish the Technical Deviations in the prescribed form in respect of of the above Thermal Power Stations separately.

29.4 However, no deviation, whatsoever, is permitted by the Employer to the provisions of the following clauses (Important Conditions) of Bidding Documents:

(a) Governing laws (Clause 5 of GCC, Section VII).
(b) Disputes and Arbitration (Clause 46 of GCC, Section VII).
(c) Terms of Payment (Clause 12 of GCC, Section VII)
(d) Performance Security (Clause 13.3 of GCC, Section VII).
(e) Taxes and Duties (Clause 14 of GCC Section VII).
(g) Completion Time Guarantee (Clause 26 of GCC, Section VII).
(h) Defect Liability (Clause 27 of GCC, Section VII).
(i) Functional Guarantee (Clause 28 of GCC, Section VII).
(j) Patent Indemnity (Clause 29 of GCC, Section VII)
(k) Limitation of Liability (Clause 30 of GCC, Section VII)

Bidders are required to furnish a certificate as per Form-Acceptance of Important Conditions included in Section IV – Bidding Forms indicating their compliance to the provisions of the above clauses. In case the certificate as per Form – Acceptance of Important Conditions, duly signed and stamped by the Bidder, is not furnished along with the bid (Envelope-II), the bid shall be rejected.
30. Determination of Responsiveness

30.1 The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.

30.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

   i) affect in any substantial way the scope, quality, or performance of the Plant and Installation Services specified in the Contract; or
   ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

30.3 The Employer shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section VI, Employer’s Requirements have been met without any material deviation, reservation, or omission.

30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30.5 For the purpose of evaluation of bids and this clause:

   (g) “Deviation” is a departure from the requirements specified in the Bidding Documents;
   (h) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
   (i) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.

31. Nonmaterial Nonconformities

31.1 If a bid is substantially responsive, the Employer may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.

31.2 If a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
31.3 If a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

32. Correction of Arithmetical Errors

32.1 If the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;

(b) where there are errors between the total of the amounts of Schedule Nos. 1 to 4 and the amount given in Schedule No. 5 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.

33. Conversion to Single Currency

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

34. Margin of Preference

34.1 No margin of domestic preference shall apply.

35. Evaluation of Bids

35.1 Evaluation of Envelope-I Bid

35.1.1 The Employer will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

35.1.2 Prior to the detailed evaluation, the Employer will determine whether each bid is generally complete, acceptable and is substantially responsive to the Bidding Documents in terms ITB Clause 30.

35.1.3 The submitted documents and declarations will be examined in order to establish whether the Bidders fulfill the Qualification Requirements specified in Section III – Evaluation and Qualification Criteria and ITB Clause 11.3.1.

35.1.4 An affirmative determination will be prerequisite for eligibility of Bidder in terms of the fulfillment of the Qualification Requirements to be considered for opening of Envelope-II - Bid. A negative determination will result in rejection of the Bidder's Envelope-II Bid in which event, such Bidders will not be eligible to be considered for opening of their
35.2 **Evaluation of Envelope-II Bid**

35.2.1 **Preliminary Examination of Envelope - II Bids**:

35.2.1.1 The Employer will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

35.2.1.2 Prior to the detailed evaluation, the Employer will determine whether each bid is generally complete, acceptable and is substantially responsive to the Bidding Documents in terms ITB Clause 30.

35.2.1.3 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity in terms of ITB Clause 31.

35.2.2 **Detailed Evaluation of Envelope - II (Techno-Commercial Bids)**

35.2.2.1 The Employer will carry out a detailed evaluation of the Envelope -II bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following factors:

(j) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Form-DEV-Techno-Commercial to the bid; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness

(k) achievement of specified performance criteria by the facilities

(l) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services.

(m) any other relevant factors, if any that the Employer deems necessary or prudent to take into consideration.

(n) Deviation from Terms and Conditions of Bidding Documents as stated in Form-DEV-Techno-Commercial.

(o) Compliance with the time schedule as specified in the Bidding Documents.
(p) Functional Guarantees of the facilities

Bidders shall state the functional guarantees of the proposed facilities in Form –FUNC specified in Section IV – Bidding Forms and place the same in Envelope III (Price) Bid. An adjustment as provided of Section III – Evaluation and Qualification Criteria will be added to the bid price.

35.2.2.2 Work, services, facilities etc., to be provided by the Employer

Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the Bidding Documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the Contract.

35.3 Evaluation of Envelope-III Bids

35.3.1 The Employer will carry out detailed evaluation of Envelope-III Bids in accordance with the provisions of ITB Clause 36.

36. Comparison of Bids

(A) The comparison shall be of the EXW price of plant and equipment including type test charges and mandatory spares offered from within the Employer's country, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the plant and equipment including mandatory spares, and the applicable Entry Tax liability on all Plant and equipment including Mandatory Spares quoted in Schedule No.-1 and Schedule No.-2 plus the CIF (Indian port of entry) price of plant and equipment including type test charges and mandatory spares offered from outside the Employer's country plus the cost of local transportation, insurance covers, all installation and other services required under the Contract. The Employer's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 35.2.2.1. However, the Price of recommended spare parts quoted in Price Schedule No. 6 shall not be considered for evaluation of Bids.

(B) The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedules Nos. 1 to 4 (with summary in Schedule no. 5) along with Schedule No.7 (taxes & Duties), Custom & Import Duties required to be paid by the Employer for import of Bidders equipment if any and the corrections pursuant to ITB Clause 32, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in ITB Sub-Clause 35.2.2.1, ITB Sub-Clause 35.2.2.2 and in the Technical Specifications:

a) the cost of all quantifiable deviations from the Contractual & commercial conditions and the Technical Specifications as identified in Form-DEV-Techno-Commercial to the bid,
b) compliance with the time schedule called for in Appendix-4 to the Form of Contract Agreement also specified in BDS and evidenced, as needed, in milestone schedule provided in the bid,

c) the functional guarantees of the facilities offered,

d) the extra cost of works, services, facilities etc. required to be provided by the Employer, or third party,

e) Deficiency in Mandatory Spares (if any)

(f) Differential Value on account of any longer period of Shutdown than that is specified in Section III – Evaluation and Qualification Criteria stated by the Bidder its Bi. The method for calculation of the Differential Value shall be as specified in the above Section.

(C) Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price". Bid prices quoted by Bidders shall remain unaltered

(D) The method of evaluation is illustrated below:

**Illustrative Method of Evaluation**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Items</th>
<th>Reference to Provisions of Bidding Documents</th>
<th>Equivalent INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(Quoted Bid Price without taxes &amp; duties (after considering arithmetical errors))</td>
<td>ITB Clause 36 (D)</td>
<td>Bidder No.1</td>
</tr>
<tr>
<td></td>
<td>(i) CIF price including type tests charges + Local Transportation including Port Handling, Port Clearance and Port Charges and Inland Transit Insurance and other local costs for equipment and mandatory spares. (Not Applicable for Domestic Bidder) (Nl)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(ii) Ex-works price including type test charges + Local Transportation including Inland Transit Insurance and other local costs for equipment and mandatory spares. (N2)

(iii) Price for installation Services including civil and erection works. (N3).

Total Price (N) = (N1+N2+N3)

2 Cost Compensation Technical (R)

- A. Cost of Declared Deviations in Form DEV-Techno-Commercial

- B. Deviations shown in Form – DEV – Techno-Commercial for which cost is not indicated therein as internally assessed.

- C. Total Technical - Item 2 (A+B)

3 Cost Compensation Commercial (T)

- A. Cost of Declared Deviations in Form DEV-Techno-Commercial

- B. Deviations shown in Form – DEV – Techno-Commercial for which cost is not indicated therein as internally assessed.

- C. Total Commercial – Item 3 (A+B)
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Deficiency in mandatory Spares, If any (V)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Adjustments for Functional Guarantees (X)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Additional works of Employer (Z1)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Differential Value on account of longer Shutdown Period than specified. (Z2)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total ( (S) = (R+T+V+X+Z1+Z2) )</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Taxes &amp; Duties</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) Import Duties on the main equipment and mandatory spares (on CIF excluding type test charges) (Q1)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Octroi + Other Taxes Indicated in Schedule -7 (Q2)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total ( (Q) = (Q1 +Q2) )</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Evaluated Bid Price (EPI) = (N+S+Q)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Less Discount, if any, offered by the Bidder and the manner in which the price discounts will apply as per ITB Sub-clause 17.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Evaluated Bid Price after accounting for discount.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Comparative Status of the Bidders (L1, L2, L3 etc.)</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Price bid evaluation shall be carried out on end cost without VAT/CST

(E) ABOVE METHOD OF EVALUATION SHALL BE EQUALLY APPLICABLE FOR ALL BIDDERS.

(F) PRICE BID SUBMITTED BY THE BIDDER SEPARATELY IN RESPECT OF EACH THERMAL POWER STATION NAMED IN THE INVITATION FOR BID. (IFB) AS REQUIRED IN TERMS ITB 11.3.3 SHALL BE EVALUATED INDEPENDENTLY, BID PRICES OF BOTH THE AFORESAID
THERMAL POWER STATIONS SHALL BE ADDED TO ARRIVE AT THE SUM TOTAL OF THE BID PRICE FOR COMPLETION OF THE COMPLETE SCOPE OF WORK SPECIFIED IN THE TECHNICAL SPECIFICATIONS (VOLUME II) IN RESPECT OF EACH OF THEM.

(G) THE LOWEST EVALUATED BID AS DETERMINED FROM THE COMPARISON OF THE SUM TOTAL OF THE BID PRICE STATED IN (F) ABOVE SHALL BE SELECTED FOR AWARD OF CONTRACT.

37. Evaluation of Capabilities of Vendors and Subcontractors proposed in Bid.

37.1 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

38. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. Award Criteria

39.1 Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

39.2 The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his bid security will be forfeited.

39.3 The Employer reserves the right to vary the quantity of any of the Equipment/Spares and/or delete any item of Equipment/Spares altogether at the time of Award of Contract.

40. Notification of Award

40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the
execution and completion of the Plant and Installation Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

40.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 42, the Employer will promptly notify each unsuccessful Bidder.

40.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

41. Signing of Contract

41.1 Signing of Contract

41.1.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

41.1.2 Within ten (10) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

41.1.3 The Contractor, at his own cost, shall provide the Employer ten (10) true bound copies of the Contract Agreement within 30 (thirty) days after the signing of the Contract Agreement.

42. Performance Security

42.1 Within ten (10) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish 10% of total contract value as security deposit cum the performance bank guarantee in accordance with the General Conditions, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Employer.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily or call for new bids.

42.3 In case Deed(s) of Joint Undertaking by the Contractor along with his associate(s)/collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s)/collaborator(s) for amount(s) shall be furnished within ten (10) days after Notification of Award. These Bank Guarantees shall be furnished in the form provided in the Section IV – Bidding Forms of the Bidding Documents and shall be valid till such period as specified in the corresponding format for Deed of Joint Undertaking.

43. Construction of Contract

43.1 There shall be two separate Contracts, one for the Supply of equipment and the second for the Services to be performed such as inland transportation, civil, structural and architectural works, erection, testing
and commissioning of equipment as defined in the Bidding Documents. The two separate Contracts shall not in any way dilute the responsibility of the Contractor for the entire scope of work as per the Bid Specifications and both the Contracts will contain a cross-fall breach clause, namely that a breach in one Contract shall automatically classified as a breach of other Contract, which will confer right on the Employer to terminate the other Contract at the risk and cost of the Contractor.

The Bidder shall enter into and execute both the aforesaid Contracts with the Employer which shall contain the aforesaid cross-fall breach clause.

43.2 In case of two Contracts, where the Employer hands over its equipment/dispatch documents to the Contractor for executing the Contract, then the Contractor shall, at the time of taking delivery of the equipment/bill of lading or other dispatch documents, be required to execute an indemnity bond in favour of the Employer keeping the equipment in safe custody and to utilize the same exclusively for the purposes of the said Contracts. Forms of the Indemnity Bonds are provided in Section IV – Bidding Forms.

44. Integrity Pact

44.1 Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per the form specified in Section IV, Bidding Forms of the Bid Documents, and submit the same duly signed on all pages by the bidder's authorized signatory along with the bid. In case of Joint Venture(s) / Consortium, the signing of Integrity Pact (IP) by all JV partner(s)/Consortium members is mandatory. Bidder's failure to comply with the aforesaid requirement regarding submission of ‘Integrity Pact (IP)' shall lead to outright rejection of the bid.
Section II. Bid Data Sheet
## Section II. Bid Data Sheet

The following bid-specific data for the plant and equipment to be procured shall amend and/or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

### A. Introduction

<table>
<thead>
<tr>
<th>ITB 1.1</th>
<th>The number of the Invitation for Bids is: GSECL/PP/P-II/LMZ 200/210 MW Turbine Retrofitting/</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 1.1</td>
<td>The Employer is: Gujarat State Electricity Corporation Limited (GSECL), Vidyut Bhavan, Race Course, Vadodara 390007</td>
</tr>
<tr>
<td>ITB 1.1</td>
<td>The name of the CB is: Renovation and Modernization of Steam Turbine of Ukai Thermal Power Station Unit No. 4 (200 MW) and Wanakbori Thermal Power Station Unit No.3 (210 MW).</td>
</tr>
<tr>
<td>ITB 1.1</td>
<td>The identification number of the CB is: – GSECL/PP/P-II/LMZ 200/210 MW Turbine Retrofitting/</td>
</tr>
<tr>
<td>ITB 2.1</td>
<td>Not Applicable.</td>
</tr>
<tr>
<td>ITB 2.1</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

### B. Bidding Document

<table>
<thead>
<tr>
<th>ITB 7.1</th>
<th>For <em>clarification purposes</em> only, the Employer’s address is: Same as given in Invitation For Bid (IFB).</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 7.3</td>
<td>Renumber existing ITB clause 7.3 as 7.3 (a) and add the following as sub-clause (b) of ITB Clause 7.3:</td>
</tr>
<tr>
<td>ITB 7.3</td>
<td>“7.3 (b) – For the purposes of visit by the Bidder to the site where the Plant is to be installed as provided in ITB Clause 7.2 and grant of permission by the Employer to enter upon its premises as provided in ITB Clause 7.3(a), Security Gate Pass will be issued as per GSECL rules and regulations. For foreign Bidder’s company or experts wishing to visit the site where the Plant is to be installed, the Bidder shall take prior permission from GSECL and shall submit valid passport and VISA issued by the statutory authority before one week of such visit so that necessary Security Gate Pass/Passes can be made ready within time.”</td>
</tr>
<tr>
<td>ITB 7.4</td>
<td>Same as given in Invitation For Bid (IFB).</td>
</tr>
</tbody>
</table>

### C. Preparation of Bids

<p>| ITB 10.1 | The language of the bid is: English |
| ITB 16.2(b) | Spares required for operation; number of years following completion: 15 years |
| ITB 17.1 | Bidders shall quote for the entire plant and installation services on a single responsibility basis |</p>
<table>
<thead>
<tr>
<th>ITB 17.5(a)</th>
<th>Named place of destination is:</th>
</tr>
</thead>
</table>
| (i) Ukai Thermal Power Station (UTPS) | Chief Engineer (Gen)  
Gujarat state Electricity corporation Limited,  
Thermal Power Station, Ukai-394680  
At-Ukai Dam, Tal-fort-Songadh,  
Dist-TAPI.  
(Gujarat)  
Phone-(02624)233315(S),233244 (O)  
Fax No.02624-233300 (O), 233315 (S)  
e-mail:ukaitps@gebmail.com;ukaiceg@gebmail.com |
| (ii) Wanakbori Thermal Power Station (WTPS) | Chief Engineer (C&O)  
Gujarat state Electricity Corporation Limited,  
Wanakbori Thermal Power Station,  
Taluka:- Thasara,  
Diat:- Kheda. Pin 388239,(Gujarat-India).  
Email:-  
Fax:-  
ph:- |

<table>
<thead>
<tr>
<th>ITB 17.5(b)</th>
<th>Named place of final destination is:</th>
</tr>
</thead>
</table>
| (i) Ukai Thermal Power Station (UTPS) | Chief Engineer (Gen)  
Gujarat state Electricity corporation Limited,  
Thermal Power Station, Ukai-394680  
At-Ukai Dam, Tal-fort-Songadh,  
Dist-TAPI.  
(Gujarat)  
Phone-(02624)233315(S),233244 (O)  
Fax No.02624-233300 (O), 233315 (S)  
e-mail:ukaitps@gebmail.com;ukaiceg@gebmail.com |
| (ii) Wanakbori Thermal Power Station (WTPS) | Chief Engineer (C&O),  
Gujarat state Electricity Corporation Limited,  
Wanakbori Thermal Power Station,  
Taluka:- Thasara,  
Diat:- Kheda. Pin 388239,(Gujarat-India).  
Email:-  
Fax:-  
ph:- |

| ITB 17.11 | Add a new clause as ITB 17.11 as under;  
Deemed Export Benefits:  
Bidders may like to ascertain availability of deemed export or other benefits. |
They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for reasons whatsoever; the EMPLOYER will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect as per the format enclosed in the Bidding Form, Section-IV.

Where the Bidder has quoted taking into account such benefits, he must give all information required for issue of Project Authority/ Payment/Other certificates in terms of the Export Import Policy or central excise notification of the Government of India along with his bid. In case the Bidder has not indicated information such as import content or has indicated to be furnished later on in Bidding Form, Section-IV, the same shall be construed that the import content is Nil. The Project Authority/ Payment/Other Certificates will be issued on this basis of agreements reached before award of the Contract in line with the information furnished in Bidding Form, Section-IV, Where such certificates are issued by the EMPLOYER, excise duty shall not be reimbursed separately.

If the Bidder has considered the deemed export benefits in its bid, the Bidder shall confirm and certify that the EMPLOYER will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during the Contract execution except issuing the required certificates.

Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of any variations to the deemed export benefits scheme will make the bid non responsive and hence rejected."

| ITB 20.1 | A bid security shall be required; Same as specified in the Invitation For Bid (IFB). |

**D. Submission and Opening of Bids**

| ITB 22.2(a) | For bid submission purposes only, the Employer’s address is: Same as specified in the Invitation For Bid (IFB)  
The deadline for bid submission is:  
Date: Same as specified in the Invitation For Bid (IFB) |

| ITB 26.1 | The bid opening shall take place at:  
Same as specified in the Invitation For Bid (IFB)  
Date: (Insert date of bid opening) : Same as specified in the Invitation For Bid (IFB)  
Time: (Insert time of bid opening) Same as specified in the Invitation For Bid (IFB) |

**E. Evaluation, and Comparison of Bids**

| ITB 33.1 | Not Applicable. |
Section III. Evaluation and Qualification Criteria
Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

1. Evaluation

1.1 Qualification Requirements/Experience of Bidder

1. General Qualification Requirements:

Bidder should meet the qualification requirements stipulated herein under.

The Bidder should provide satisfactory evidence that he and/or, where applicable, his collaborator/associate/consortium partner/Joint Venture partner:

a. is a turbine manufacturer, who regularly manufactures turbines of the type specified and/or undertakes the type of work specified and has adequate technical knowledge and relevant experience for the works covered in the bidding documents.

b. does not anticipate a change in ownership during the proposed period of execution of work (If such a change is anticipated, the scope and effect thereof shall be defined).

c. has adequate financial stability and status to meet the financial obligations pursuant to the Works covered in the Tender Documents. [The Bidders should submit Annual Reports with profit & loss account and balance sheet for the preceding three (3) financial years].

d. has adequate design, manufacturing and/or fabrication capability and capacity available to perform the work properly and expeditiously within the time period specified. The evidence shall specifically cover, with written details, the installed manufacturing and/or fabrication capacities and present commitments (excluding those anticipated under this specification). If the present commitments are such that the installed capacity results in an inadequacy of manufacturing and/or fabrication capacities to meet the requirements appropriate to the works covered in his Bid, then the details of alternative arrangements to be organized by the Bidder and/or his collaborator/associate for this purpose and which shall meet the Employer’s approval, shall also be furnished.

e. has an established project management organization covering the areas related to engineering of equipment/systems, interface engineering, procurement of equipments and the necessary field services required for successful construction, testing and commissioning of all the related equipments and systems covered in the scope of work for this package and as required by the Tender Bid Documents.

f. has established quality assurance systems and organization designed to achieve high levels of equipment/system reliability, both during his manufacturing and/or fabrication and field installation activities.

2. Technical Qualifying Requirements:
(i) in addition to requirements stipulated at para (1) (a) to (f) above, the bidder should also meet with the qualifying requirements (QR) for renovation and modernization of Steam Turbine stipulated herein under as clause 2 (iii) or 2 (iv) as the case may be along with Clause no 3 of Financial Criteria, whichever is applicable.

(ii) In respect of QR specified herein under, it is to be noted that the reference plant details of which have been declared in a prescribed format shall only be considered by GSECL to ascertain for meeting of QR. The bidder wishing to provide additional reference plants, are required to declare the same in similar format, which shall be additionally attached in the bid offer.

(iii) The Bidder shall be original Steam Turbine equipment manufacturer of 200/210MW LMZ make steam turbine.

OR

(iv) The bidder or JV partner or consortium company shall be Steam Turbine manufacturer and should have successfully carried out R & M – retrofitting of 200/210MW or higher capacity LMZ make steam turbine and the steam turbine is in successful operation for a least one year as on date of 3rd March 2014.

In such case, the bidder or its 100% subsidiary shall, along with the consortium company/JV partner shall, along with the bid, furnish an undertaking jointly executed by him with his associate/JV partner/consortium company for the successful performance of the work and they have to submit a joint deed of undertaking executed between the bidder and respective collaborator or JV partner or consortium as applicable, along with bid. The validity of such deed of joint undertaking shall not be less than 5-years from the date of Techno-Commercial bid opening.

As a security, the Collaborator, apart from the Contractor’s Performance Guarantee, shall furnish a Performance Guarantee from his Bank in the form acceptable to the Employer, in favour of the Employer, prior to signing of the Contract. The value of the guarantee shall be five percent (5%) value of the supplies/services to be made by the Collaborator and it shall be guaranteed towards the faithful performance/compliance of this Deed of Undertaking in accordance with the terms and conditions specified herein. The Guarantee shall be irrevocable and valid for the entire period of the Contract, namely till the end of the warranty period of the Contract. The guaranteed amount shall be payable to the Employer on demand without any condition whatsoever.

Bidder should submit documentary evidence of successfully completed projects against Sr. No.2 (iii) /2(iv).

3. Financial Qualification Requirements :
Bidder should meet financial qualification requirements as specified below:

(a) The average annual turnover of the Bidder, in the preceding three (3) financial years should not be less than Rs. 2900 Million (Indian Rupees Two Thousand Nine Hundred Million) & if the Bidder has submitted the turnover in foreign currency it should not be less than Rs.2900 Million
(Indian Rupees Two Thousand Nine Hundred Million). as on the Bid opening date specified in Invitation For Bid (IFB) applying the exchange rate of SBI BC Selling Rate as on that date.

(b) The Net Worth of the Bidder as on the last day of the preceding financial year (ending on 31-03-2013) should be positive.

(c) The Bidder shall submit certified copies of profit & loss account and balance sheets for the last three completed Financial Years (2012-13, 2011-12 and 2010-11) where the Bidder is an individual Bidder and of all the members/partners where the Bidder is consortium/JV.

1.2 Joint Venture/Consortium

Bids submitted by a joint venture/consortium of two or more firms as partners (Maximum Three Partners) shall comply with the following requirements:

(i) The bid shall include documents establishing the Eligibility and Qualifications of the Bidder in accordance with ITB Clause 15.

(ii) The bid shall be signed so as to be legally binding on all partners.

(iii) One of the partners shall be designated as leader, this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories of Joint venture/consortium Partners.

(iv) The leader shall be authorized to receive instructions for and on behalf of any and all partners of the joint venture/consortium and the entire execution of the Contract, including payment, shall be done exclusively with the leader.

(v) All partners of the joint venture/consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms.

(vi) An original agreement entered into by the joint venture/Consortium partners as per the form provided in the Section IV – Bidding Forms shall be submitted with the bid.

(vii) A firm can be a partner in only one joint venture/consortium; bids submitted by joint ventures/consortium including the same firm as partner will be rejected.

(viii) In case one of the members of the consortium is a manufacturer/collaborator, the consortium shall also furnish a deed of joint undertaking duly signed by the manufacturer/collaborator as a member of the consortium and other members of the consortium in the format prescribed in this document.

1.3 Employer’s Right to Assess

Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/subsidiaries/group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.
1.4 Functional Guarantees of the Facilities.

1.4.1 Method of assessment of Differential Price for adding to the Price Bid.

**Turbine Heat Rate**

(i) Lowest Turbine Heat Rate offered by any Bidder.

(ii) Maximum Acceptable Turbine Heat Rate shall be 2000 Kcal/kWh.

(iii) Bids offering Turbine Heat Rate higher than the Maximum Acceptable Turbine Rate shall be rejected.

(iv) The lowest Turbine Heat Rate offered by any responsive Bidder shall be considered as base Turbine Heat Rate. Differential price for the purpose of evaluation shall be applied by the difference in the Turbine Heat Rate offered by other Bidders multiplied by INR 15 million per Kcal/kWh for Ukai Thermal Power Station Unit No.4 (200 MW) and Wanakbori Thermal Power Station Unit No.3 (210 MW).

1.5 Time Schedule:

1.5.1 Time schedule of the Contract is as per Appendix 4 of Contract Agreement - Section IX.

1.5.2 Time to complete the Plant and Services from the effective date specified in Article 3 of the Contract Agreement of Section IX – Contract Forms read with Appendix 4 thereto shall be as specified hereunder:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Activity</th>
<th>Time Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Engineering, Manufacturing and Supply of the Equipments and Materials of</td>
<td>Eighteen (18) Months from the Effective Date.</td>
</tr>
<tr>
<td></td>
<td>Ukai TPS Unit No.4 (200 MW) and Wanakbori TPS Unit No.3 (210 MW).</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Completion of Site Activities (Off bar to Full load Operation after</td>
<td>100 days (One hundred days) each for Ukai TPS Unit No.4 (200 MW) and</td>
</tr>
<tr>
<td></td>
<td>Retrofit)</td>
<td>Wanakbori TPS Unit No.3 (210 MW) in a staggered manner.</td>
</tr>
</tbody>
</table>

Bidder shall take up completion of the Activities herein stated of the said Thermal Power Stations in the order in which the Shutdown is notified by the Employer.

1.5.3 The work shall be completed in the premises of running power station. The Bidder will have to take adequate care to keep away from interruption with any running machines / units.
1.5.4 The period of unit shutdown shall be 100 days. Bids offering shutdown period more than 100 days shall be considered as non-responsive Bids and shall be rejected. 100 days shut down shall be considered from unit made out of bar to unit achieving stable full load on successful commissioning and issue of the Completion Certificate.

1.6 Work, services, facilities, etc., to be provided by the Employer

Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the bidding document, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the Contract. Such costs shall be added to the bid price for evaluation.

1.7 History of Non-Performance of Contracts

1.7.1 Bidder shall furnish with its Bid history of non-performance of contracts, the disputes and litigations, if any, reasons there for and their current status.