

VOLUME : I

SECTION-2

**INSTRUCTIONS TO BIDDERS (ITB)
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**VOLUME -1
SECTION-2**

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Instructions to Bidders shall be read carefully and considered by the Bidders while preparing their Bids. All Bids are to be made and submitted in accordance with the Instructions to Bidders.

It shall be understood that contract conditions are not the final conditions and Purchaser will wish to negotiate subsequent modifications to these Conditions and / or Specification to reflect the Purchaser's requirements.

2. BID DOCUMENT

The Bid Document comprises four (4) Volumes:

VOLUME: I General Conditions of Contract

VOLUME: II Technical Specifications

VOLUME: III Bid Proposal Sheets (Technical Part)

VOLUME: IV Bid Proposal Sheets (Price Part)

3. SCOPE OF WORK

As described in Clause No. 4 Section-1.

4. BIDDER TO INFORM HIMSELF FULLY

4.1. Local Conditions

It is imperative for each Bidder to fully acquaint himself of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Documents.

No request will be considered for clarifications from the Purchaser regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. The Purchaser will assume no responsibility for any understandings or representations concerning conditions made by any of his officers or agents prior to award of the Contract. No claim whatsoever including those for financial adjustment to the Contract awarded under the Bid Specifications and Documents will be considered by the Purchaser. The Purchaser shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

4.2. Specifications

Before submission of the Bid, the Bidders are requested to make themselves fully conversant with the General Conditions and Special Conditions of the Bid Document and other relevant information to have satisfied themselves as to the nature and character of the work to be executed.

4.3. Site Condition

The Contractor shall be deemed prior to submitting his Bid to have:

- a. Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b. Satisfied himself as to the nature of the work and materials necessary for the execution of the Works;
- c. Satisfied himself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site; Satisfied himself as to the means of communication with and access to and through the Site, the accommodation it may require and the precautions and the times and methods of working; Obtained for himself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Contract price and its obligations under the Contract; ascertained the general labor position at the Site. In particular, but without prejudice to the generality of the foregoing, the Contract price shall include all costs of labor including any shift or overtime working, incentives, allowances and the like and for all costs associated with the transport of labor and all necessary canteen, messing and accommodation facilities or the like required for the completion of the Works.

4.4. **General**

Any information provided in the Bid Document obtained from the Purchaser, the Consulting Engineer or the Inspector shall not in any way relieve the Contractor from his responsibility to supply / establish the Plant in entirety within the limit of Contract Price in accordance with the Specifications including all detail and supply of all accessories or apparatus which may not have been specifically mentioned in the Specification or drawings, but otherwise necessary to ensure

completeness of erection and successful, safe and efficient commercial operation of the Plant.

5. PREPARATION OF BID

Before submission of the bid, the bidders are requested to make themselves fully conversant with the general conditions and special conditions of contract, Site conditions, local conditions, specifications, Schedules, Drawings and other relevant information so that no ambiguity may arise in these respects subsequent to the submission of the Tender Bids must be submitted on the attached prescribed forms and/or copies thereof. The Schedules given in Volume-III & IV shall be filled in, item for item, in accordance with the instructions and notes supplementary thereto.

A set of technical and illustrative literature must accompany each copy of the Bid explaining clearly and definitely the Plant and Equipment offered and the Works to be executed under the Bid Documents.

The Bidders shall fill in and submit (i) the Schedule of Prices and Schedule for Delivery, Erection, Testing, Commissioning and Construction, (ii) information to be supplied by the Bidder to supplement his Tender, (iii) Deviation Sheets for any deviation made either in the provisions of the General Conditions of Contract or of the Specification, and (iv) all other information asked for in the Specification.

When data sheets/Appendices are appended to the Specification at the end calling for information, the Bidder shall fill in these sheets and submit two (2) prints of these sheets duly signed with each copy of the Bid.

The Bidder shall submit his Tender strictly in accordance with the Specification and terms and conditions laid down in the BID DOCUMENTS. Should there be any discrepancy or any doubt or obscurity regarding the meaning of any of the clauses of the Bid Documents, or, instructions

contained therein, the Bidder must set forth in writing such discrepancy, doubt or obscurity, and submit the same to the office of the Jt Managing Director - Power, VPL, at the aforesaid address as soon as possible, but not later than the date fixed for pre-bid discussion. The elucidation given by the said Jt Managing Director – Power, VPL shall be final and binding on the Bidders.

Each Bidder shall submit his Bid in sextuple together with the schedules contained in Volume-III & IV duly filled in by ink or by typing, with the price rates and amount and giving all the information and particulars asked for in the Schedules. Each copy of the Tender shall be complete in all respects.

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and VPL shall be written in the English Language. Canvassing in any form is strictly prohibited and any Bidder found to have resorted to canvassing shall be liable to have his Bid rejected summarily.

If the Bidder deliberately gives any wrong information in his tender to create circumstances for the acceptance of his Bid, VPL reserves the right to reject such Tender.

Bid Documents are not transferable.

The Bid submitted by a Bidder shall become the property of VPL and VPL shall have no obligation to return the same to the Bidder.

VPL shall not be liable for any expenses incurred by the Bidder in the preparation of the Tender irrespective of whether the Bid is accepted or not.

6. DEVIATIONS

Any deviation, either commercial or technical from the requirement of the tender specification is discouraged. However, deviations, if any, from the terms and conditions and the requirements of the tender specification may be

listed only in Attachment-I of the amended tender specification. The bidder shall also indicate the downward (-) or upward (+) price implications, if any, for withdrawal of all such declared deviations (both commercial and technical). The bid containing such deviations, if found substantially non-responsive to the requirement of the tender specification may be rejected outright. Bidders may further note that except for the deviations listed in Attachment-I, of the tender specification, the bids shall be deemed to comply with all the requirement of the tender specification and shall be required to comply with all such requirement of tender specification without any extra cost to the Purchaser irrespective of any mention to the contrary, anywhere else in the bid, failing which the Bid security of the Bidder shall be forfeited and bid shall be rejected.

Prior to award of contract, if so desired by the Purchaser, the Bidder shall withdraw these deviations listed in Attachment-I of the tender specification at the respective adjusted cost for withdrawal already declared by him in his Bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the respective adjusted cost for withdrawal declared in the Bid, his Bid will be rejected and bid security forfeited.

6.1. Undertaking by the Bidders

No deviation, whatsoever, is permitted by the Purchaser to the provisions relating to the following clauses (important conditions):

- a. Governing Laws/Priority
- b. Settlement of disputes.
- c. Terms of Payment
- d. Performance Guarantee.
- e. Taxes & Duties.
- f. Time: The Essence of Contract.
- g. Rejection of Defective Plant.

- h. Warranty
- i. Confidentiality and Patent Rights.
- j. Default of Contractor.
- k. Liquidated damages
- l. Arbitration
- m. Liability of Accident and Damage

Bidders are required to furnish an unconditional Undertaking as per Attachment-2 of the tender specification indicating their compliance to the provisions of the above clauses in a separate sealed envelop. In case the unconditional Undertaking as per Attachment-2 of the tender specification, duly signed and stamped by the Bidder, is not furnished along with the Bid in a separate sealed envelop, the bid shall be rejected and returned to the bidder without being opened.

7. PROCEDURE FOR SUBMISSION OF BIDS

The complete Bid, organized in 2 separate sealed envelopes (as described later), must be enclosed together in a sealed cover and delivered or sent by "Registered Post with Acknowledgment Due"/ "Reputed Courier Service" to the Purchaser unless otherwise instructed to the contrary, to reach him on or before the indicated date. The sealed envelopes should be super scribed with the name of the Contract for which Bid is being submitted, the name of the Bidder and last date of submission as stipulated in the NIT. If forwarded by mail, the sealed cover containing the Bid shall be properly addressed and marked. No alteration in the Bid or in the amount(s) or any addition by way of special stipulation will be permitted. If any corrections are requested by the Purchaser subsequently to the Bid submission, the same shall be made by the Bidder with his dated signature.

All pages of the Bid, drawings and other accompanying documents shall be initialed at the lower right hand corner with ink only and signed where

required by the Bidder or any person holding a Power of Attorney authorizing him to sign on behalf of the Bidder, a certified copy of which shall be enclosed with the Bid.

The Bid shall contain the name, residential address and place of business of person(s) authorized to sign on behalf of the Bidder. All signatures shall be dated. Any Bid which is incomplete, ambiguous, or not in compliance with the Bid Document is liable to be rejected.

In the event that a Bid is submitted by a partnership firm, it must be signed by the partner who is duly authorized to sign on behalf of the firm, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, a certified copy of which shall be enclosed with the Bid.

A Bid submitted by a company shall be signed by an officer authorized by the company's Board of Directors of the company to sign on behalf of such company. A certified copy of the Board Resolution authorizing the officer to do so along with his specimen signature, a copy of other relevant resolutions and the Memorandum and Article of Association shall be enclosed with the Bid.

Any person signing the Bid or any other document in respect of this Bid or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Purchaser for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Purchaser may sustain on account thereof.

BID SHALL BE SUBMITTED AS FOLLOWS

ENVELOPE I - (Sextuplicate)

1. EARNEST MONEY DEPOSIT

ENVELOPE II - (Sextuplicate)

1. QUALIFICATION DOCUMENTS
2. TECHNO-COMMERCIAL BID WITHOUT PRICES, as detailed hereunder : (AS PER VOLUME III)
3. BID PROPOSAL SHEETS
4. MAIN EQUIPMENT AND MANDATORY SPARES
5. INITIAL RECOMMENDED SPARES FOR 3 YEARS
6. SPECIAL TOOLS & TACKLE
7. CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS
8. ERECTION, TESTING AND COMMISSIONING
9. SUB-CONTRACTOR REFERENCES (Both for Supply of equipment and erection)

In addition to Purchaser's approved vendor list the Bidder may propose the names of associate for each of the major supply items and sub-contractors for each sub-contracted equipment in his Bid.

ENVELOPE III - PRICE BID, detailing (Sextuplicate) (AS PER VOLUME IV)

1. MAIN EQUIPMENT AND MANDATORY SPARES
2. INITIAL RECOMMENDED SPARES FOR 3 YEARS
3. IMPORT DUTY & OTHER TAXES AS APPLICABLE, COST OF TRANSPORTATION, INSURANCE ETC.
4. SPECIAL TOOLS & TACKLE
5. CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS
6. ERECTION, TESTING & COMMISSIONING

MARKING OF ENVELOPES

The Bidder is expected to prepare and mark each envelope as follows:

COVER-I

1. TENDER NO.
2. DUE DATE FOR OPENING
3. REFERENCE OF EARNEST MONEY DEPOSIT

COVER-II

1. TENDER NO.
2. DUE DATE FOR OPENING
3. QUALIFYING EXPERIENCE AND TECHNO-COMMERCIAL BID WITHOUT PRICE AND REFERENCE

COVER-III

1. TENDER NO.
2. PRICE OFFER AND REFERENCE

Envelope-I, II and III shall be individually sealed, super scribed (as indicated above) and enclosed in the main cover also duly sealed and super scribed altogether forming the Bid.

The original Bid and accompanying documents clearly marked "original" and five (5) copies shall be submitted by the Bidder at the date, time and place specified. In the event of any discrepancy between the original and copies, the original shall govern. The Bid shall be submitted in person or through courier services at the office of the Jt Managing Director, VISA Power Limited (VPL) at the aforesaid address.

Bids submitted by post should be sent under "Registered Post with Acknowledgement Due" and should be posted with due allowance for any postal delay. The Bids received after the due date and time and Time of opening are liable to be rejected, Telegraphic/E-mail Tenders shall not be entertained.

Earnest Money Envelope-I will be opened on the specified date. Envelope II (A&B) will be opened on the same day for the bidders who have submitted the

Earnest Money as per NIT, Tender Specification and subsequent amendments. After detail examination of the Qualifying Requirement and Techno-Commercial offer submitted in Envelope-II (A & B) opened earlier, Envelope-III (Price Bid) will be opened only for the qualified bidders on a suitable date with intimation to the qualified bidders. Representative of the bidders attending the Tender opening should have necessary authorization certificate from the prime bidder.

AMENDMENTS TO BID DOCUMENTS

At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, modify the Bid Document by issue of an amendment. The amendment will be sent in writing or by e-mail to all prospective Bidders and will be binding upon them. The Bidders shall promptly acknowledge the receipt thereof by writing or e-mail to Purchaser.

In order to allow the Bidders reasonable time to make the requisite changes for the amendment, Purchaser may, at its discretion, extend the deadline for the submission of Bids.

PRE-BID DISCUSSION

Should there be any discrepancy or, any doubt or, obscurity in the meaning of any of the clauses of the Bid Documents or, if there be any query of the intending Bidder, the Bidder shall set forth in writing such discrepancies, doubt, obscurity or, queries and submit the same to VPL, as soon as possible but not later than fifteen (15) days before the date fixed for pre-bid discussion. All such queries will be clarified during pre-bid discussion. The elucidation given in pre-bid discussion shall be final and binding on the Bidder.

8. QUALIFYING REQUIREMENTS FOR THE BIDDER:

8.1 (I) The bidder should have executed contracts on engineering, procurement and construction (EPC) basis for at least one no. coal based/lignite based/gas based combined cycle power plant of installed capacity not less than 200 MW

which has been commissioned during the last 10 years in India and has been in successful operation for at least one year as on 7 days prior to the date of opening of the bid. The scope of work of such reference plant should have necessarily included Design, engineering, supply, testing and commissioning (with supervision on erection of all associated mechanical, electrical, civil & structural and instrumentation works) on turnkey basis of either:

a) Main power plant equipment (Boiler - Turbine-generator or Gas Turbine- HRSG - STG) with all associated integral auxiliaries

OR

b) Coal/lignite handling plant, ash handling plant, cooling tower and water system (water treatment/waste water treatment, DM plant/Circulating water system) of a coal / lignite based power plant. Experience of these BoP packages in industries (Steel plant / Aluminum, Zinc or Copper plant/Gas or Nuclear plant/Municipal water treatment & distribution) of capacity equivalent to that indicated in the enclosed Annex for individual BOP package.

II) Alternatively , the bidder shall be a joint venture company incorporated in India and registered under the Companies Act 1956, provided that eligibility criteria mentioned at para 1 (i) above is met by one of the promoters or jointly by more than one promoter. Each promoter company on the basis of whom the joint venture company gets qualified shall have minimum 26% equity in the JV company. The equity shall be locked in at least for a period of 5 years from date of bid opening or till the completion of the warranty period of the project whichever is later. The bidder and the promoter company (ies) on whose strength the JV company is qualified, shall be jointly and severally liable for the execution of the contract and an undertaking to this effect shall be submitted along with the bid. In case of award, the said promoter company(ies) shall be required to give separate on demand bank guarantee for an amount equal to 1% of the total contract price in addition to the

contract performance guarantee of 10% of contract value to be furnished by the JVC. The JVC partner on whose experience the qualification is sought shall not be allowed to bid independently or as a member in a consortium for this bid.

2.0. The bidder can submit the bid in his individual capacity or in consortium with other partner(s). In case of consortium, number of consortium partners should be limited to six (6) and all consortium partners should jointly meet the requirement of Clause 1(b) above. International consortium partner is also acceptable. One of the consortium partners shall be the consortium leader. The consortium leader should either have executed any one of the items of Para 1(i)(b) or EPC projects in the area of power, steel, fertilizer or any other process industry of contract value of at least Rs. 400 crore. The consortium partners shall be jointly and severally responsible for the execution of the contract. The consortium agreement shall be furnished clarifying the split up of scope between consortium partners. Any of the members in a bidding consortium shall not separately participate as an independent bidder, as a member of any other consortium or as a promoter of JV Company in the same bidding process.

The Performance bank guarantee shall be as under:

- i) In case of individual firm including JVC: 10% of contract value.
- ii) In case of consortium comprising 2 or more members (leader + one or more consortium partners): Total performance bank guarantee (PBG) shall be 16% of contract value which shall be divided between consortium leader and consortium partners as under:
 - a) Consortium leader shall give PBG for at least 10% of contract value.
 - b) Balance 6 % PBG shall be divided between consortium leader and

consortium Partners at the discretion of consortium leader.

However, each consortium partner shall give PBG for at least 1% of total contract value.

3.0. The average annual turnover of the bidder/consortium leader should be at least Rs. 500 Crores during the preceding three consecutive years. Net worth of the bidder/ consortium leader as on the last day of the preceding financial year shall not be less than 100% of the paid up share capital. In case JVC does not meet this requirement, the financial capability (average annual turnover) of at least one of the JVC partners on whose experience the qualification is sought shall meet the above turnover requirement.

4.0. The bidder shall comply with the following criteria for selection of sub-contractor:

- i) Sub- contractors to be appointed by the successful bidder for executing various systems should have executed at least one project of similar type of capacity as per Annex(for individual BoP package) which should be in successful operation for at least one year as on 7 days prior to the date of opening of the bid. The selection of sub-contractor by the successful bidder shall be subject to approval of the Purchaser.
- ii) The major equipments to be supplied shall be sourced from reputed manufacturers who have supplied minimum one number of such equipment of at least 75% of specified capacity during last five years from the date of bid opening which should be in successful operation for at least one year as on 7 days prior to the date of opening of the bid.

5.0. The bidder shall provide satisfactory evidence that he and/or, where applicable, the consortium members.

- i) Have adequate financial stability and status to meet the financial obligations pursuant to the works covered in the bidding documents.
 - ii) Have adequate capability and capacity 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 to meet the requirements appropriate to the works covered in his bid. The details of alternative arrangements to be organized by the bidder for this purpose and which shall meet the Employer's approval shall be furnished.
 - iii) have an adequate field service organization to provide the necessary field erection and management services required to successfully erect, test and commission the equipment/system as required by the bidding documents.
- 6.0. Bidder shall furnish along with Bid, the proof of Tie-up till completion of the Project with Engineering Consultancy Company having experience of detailed Engineering of at least 1 no of 200 MW fossil fuel fired power plant either in India or abroad. After award of Contract, Consultant shall furnish Bank Guarantee of Rs.1 Crore to the Contractor valid till 90 days beyond the expiry of the guarantee period.

OR

Bidders having in-house engineering set up shall submit the details to the satisfaction of Owner of Infrastructure of engineering set up, details of staff, computer facility and software used for Thermal projects along with the Bid document and shall also submit the documentary proof of substantially executed Balance of Plant Package with in- house engineering set-up of at least 2 nos. of 200 MW fossil fuel fired power plant either in India or abroad. The Bidder to confirm that the in-house engineering set-up shall be available till

completion of the project. The decision of the owner with regard to the acceptability of the in-house engineering consulting capabilities will be final and binding.

Bidder shall not appoint Owner's Engineering Consultant. Two Bidders shall not have Tie up with the same engineering consultant. Such bids shall be out rightly rejected.

8.2 QUALIFYING REQUIREMENT FOR VARIOUS BALANCE OF PLANT

PACKAGES FOR SELECTION OF SUB-CONTRACTORS

1.0 COAL HANDLING PLANT

Sub contractor should have executed one number integrated bulk material handling plant of minimum 1000 TPH of coal, other minerals or cement of equivalent volumetric capacity (essentially comprising of conveying and crushing) including mechanical and electrical works involving design, manufacture/procurement, supply, erection, testing & commissioning which has been commissioned during last ten years which has been in successful operation for at least one year as on 7 days prior to the date of opening of the bid

OR

Sub contractor who has only conveying experience of any material should have collaborated with design agency having experience of designing the conveying plus crushing plant of required capacity for coal or equivalent volumetric capacity for other minerals and whose designed plant is also in successful operation in cement/other mineral industry for at least one year as on 7 days prior to the date of opening of the bid.

2.0 ASH HANDLING PLANT

2.1 Sub contractor should have executed at least one ash handling plant during last 10 years involving design, engineering, manufacture/procurement, supply and commissioning (with supervision on erection) comprising the following systems which should be in successful operation for at least one year as on 7 days prior to the date of opening of the bid:

- a) Bottom ash handling system comprising jet pump system or scraper conveyor system in conjunction with water impounded bottom ash hopper designed for 50% of specified capacity of the plant in TPH (dry ash basis) or more for pulverized coal fired boilers

And

- b) Pneumatic fly ash handling system for conveying fly ash from ESPs by either pressure conveying system or vacuum conveying system designed for 50% of specified capacity of the plant in TPH per stream and pneumatic fly ash transportation system for transporting fly ash over distance of not less than 50 % of specified distance including fly ash storage silos.

And

- c) Wet type ash (bottom ash & fly ash) disposal system comprising ash slurry pumps and piping for 50% of specified capacity of the plant in TPH

2.2 Sub-contractor who is a Contractor of ash handling systems but does not meet the requirements under para 2.1 above in full can also participate provided he has executed at least the following systems of ash handling plant involving design, engineering, manufacture, supply, supervision on erection and commissioning:

- a) Bottom ash handling system comprising either a jet pump system in conjunction with water impounded Bottom Ash Hopper or submerged scraper chain conveyor system or dry bottom ash system.
- b) Fly Ash Handling System for conveying fly ash from ESPs in dry form (involving pneumatic conveying systems of vacuum or pressure type) or in wet (slurry) form

The systems mentioned at 2.2 (a) and (b) above should be in successful operation in at least one (1) plants for at least one (1) years during the last 10 years as on 7 days prior to the date of opening of the bid and should have been installed for pulverized coal fired boiler units generating not less than 40 TPH of ash per boiler

And

Collaborate(s)/associate(s) with parties who meet(s) either the total requirement or the balance part under clause 2.1 above which the bidder himself is not able to meet.

3.0 INDUCED DRAFT COOLING TOWER (IDCT)

Sub contractor should have designed, constructed and commissioned during last 10 years at least 1 set of IDCTs with cells having RCC stack, with aggregate cooling water flow for all cells not less than 26,000 m³/hr OR NDCT for a 250 MW unit, which is in successful operation for at least one year as on 7 days prior to the date of opening of the bid.

4.0 DM PLANT

Sub contractor should have designed, supplied, erected and commissioned during last 10 years at least one number DM plant of minimum capacity of 30 m³/hr per stream consisting of at least two streams, capable of producing outlet water quality with silica and conductivity not more than 0.02 ppm as SiO₂ and 0.2 micro mho/cm

respectively which is in successful operation for at least one year as on 7 days prior to the date of opening of the bid.

5.0 PRE-TREATMENT PLANT

Sub-contractor should have executed during last 10 years contracts for design, supply, erection and commissioning of at least one number water treatment/waste water treatment plant (including civil works), each with a total capacity of at least 1000 cum/hr comprising of clarifiers/tube settlers/thickeners or a combination thereof. The plant should be in successful operation for at least one year as on 7 days prior to the date of opening of the bid.

6.0 EFFLUENT TREATMENT PLANT

Sub-contractor should have executed during last 10 years contracts for design, supply, erection and commissioning of at least one number water treatment plant of 1000 cum/hr or waste water treatment plant of 100 cum/hr (including civil works) comprising of clarifiers/tube settlers/thickeners or a combination thereof. The plant should be in successful operation for at least one year as on 7 days prior to the date of opening of the bid.

7.0 CHIMNEY

Sub-contractor should have designed, constructed and commissioned during last 10 years at least one number RCC chimney using slip form shuttering for at least 220 m height which is in successful operation for at least one year as on 7 days prior to the date of opening of the bid.

9. VALIDITY OF BID

- 9.1. Bid shall remain open for acceptance by the Purchaser for a period of one hundred and eighty (180) days from the date of opening of the Bid. During this period the Prime Bidder shall not withdraw or amend his Bid. The offered price for the original bid including mandatory spares shall also be kept valid for one hundred and eighty (180) days. However, the price for recommended spares shall be kept valid till twelve (12) months from the date of issue of Letter of Award.
- 9.2. The quoted prices should remain firm till completion of the contract.
- 9.3. Notwithstanding sub-clause 9.1 above, the Purchaser may obtain the Prime Bidder's consent to extend the validity period of his Bid, as required. The request and response thereto shall be made in writing. A Prime Bidder accepting the request will not be permitted to modify his Bid.

10. BID GUARANTEE

Earnest Money as mentioned in the Notice Inviting Tender (NIT) should be deposited in the form of Bank Guarantee as per proforma given in Annexure-B issued by a Indian scheduled bank or a reputed banking institution licensed to do business in India payable to VISA Power Limited, Kolkata which will be held as guarantee of good faith of the Bidder and the performance of obligations undertaken by him and must accompany the Bid submitted in a sealed Cover (Cover-I).

The Bank Guarantee should remain valid for a period of one hundred and eighty (180) days from date of opening of tender.

After the Bid is accepted and satisfactory Contract performance guarantee in the amount of ten percent (10%) of the contract price is furnished by the Successful Bidder in accordance with the clause titled "Contract Performance Guarantee" of the General Conditions and signing of the Contract Agreement, the Earnest Money (Bid Guarantee) will be returned within sixty (60) days to

the Bidder furnishing this guarantee and signing of the Contract, or Earnest Money may be converted towards part performance Guarantee (security Deposit) in case of the Successful Bidder.

Should the successful Bidder fail or refuse to execute the Contract and to furnish a Contract performance guarantee satisfactory to VPL within the stipulated time, the Bidder shall be considered to have abandoned the Bid, and the amount of Earnest Money or any other security delivered with the Tender shall thereupon be due to VPL as liquidated damages for such failure or refusal and VPL may thereupon award the Contract to any other Bidder. The term "Successful Bidder" shall also be deemed to include any Bidder who's Tender is accepted after another Bidder has previously refused or has been unable to execute the Contract or to furnish a Contract performance guarantee.

Earnest Money in case of unsuccessful Bidders shall be returned to the Bidders within sixty (60) days from the date of issue of a Letter of Award (L.O.A.) to the successful Bidder.

VPL reserves the right of forfeiture of Earnest Money Deposit in case the Bidder after opening of Bid, withdraws, amends, impairs, derogates or revokes his Tender within the validity period or extension thereof.

11. AWARD OF CONTRACT

The Bids received and accepted will be evaluated by VPL according to the procedure detailed in the relevant clauses of this section. The acceptance of Bid and award of contract to one or more than one Bidder, if considered necessary, rests with VPL. It shall not be obligatory on the part of VPL to accept the lowest Bid. VPL would be at liberty to accept any Bid, in whole or part and to reject any or all the Bids received without assigning any reason and no explanation can be demanded of him by any Bidder.

12. IMPORT PERMITS AND LICENSES

- 12.1. Local Prime Bidder or international Prime Bidder's Indian Products with imported components:

If the local Prime Bidder or the local manufacturer(s) of an international Bidder needs to import equipment and/or materials, he shall do so under his own import license as specified in the General Conditions, Section-3.

- 12.2. Foreign materials, equipment and supplies supplied by the international Prime Bidder:

All import formalities and clearances shall be the responsibility of the Bidder. In connection with the import of foreign materials, equipment, and supplies by the Prime Bidder, the responsibility for import formalities and processing for obtaining the import license (including arrangement of import license) shall rest with the Bidder.

- 12.3. Inviting bids for the subject package on International Competitive Bidding (ICB) basis has been intimated for approval by the Ministry of Power, Govt. of India. Bidders may like to ascertain availability of deemed export benefits as per the existing Export-Import Policy of Govt. of India. The Bidders must give all information necessary for issuance of relevant certificate by Purchaser in terms of existing Export-Import Policy of Govt. of India along with his bid in Attachment-3 of the Tender Specification.

- 12.4. The Bidder shall be solely responsible for obtaining deemed export benefits from the Govt. of India. In case of failure of the bidder to receive deemed export benefits partly or fully from Govt. of India or if there is a delay in receipt of such benefits, the Purchaser shall neither be responsible nor be liable in this regard, in any manner whatsoever.

Bidders shall further note that the contract price and/or payment/reimbursement towards Taxes, Duties, Levies etc., shall not be adjusted on account of variation in or with drawl of deemed export benefits. The bidder shall furnish along with his bid, a declaration to the above effect to his bid in Attachment-3 of the tender specification, as per the format enclosed in the tender specification. Bids, which do not conform to this provision, shall run the risk of being treated as non-responsive and rejected.

13. TIME OF COMPLETION OF WORK

Time of completion is the essence of the contract. The Prime Bidder shall fill in the time required for the completion of the work and submit a PERT Network detailing all major activities. The Prime Bidder shall guarantee completion of the work by the deadlines given herein or earlier if possible. The time shall be reckoned from the date of issue of Letter of Award.

14. INCOME TAX AND SALES TAX CLEARANCE CERTIFICATES

The local Prime Bidders shall furnish with the Bid, current income tax/ sales tax clearance certificates from the competent Authorities. Alternatively, such Bidders shall provide valid reasons for their inability to furnish such certificates. The Purchaser reserves the right to reject any Bid if the income tax/sales tax Clearance Certificate has not been submitted or if the reason for the Bidder's inability to furnishing such a certificate has not been provided. The international Prime Bidder shall satisfy the Purchaser by submission of appropriate documents that the laws of his country as well as those applicable to him in India in the above respect are satisfactorily complied with.

15. OPENING OF BIDS

Bids will be opened on the appointed date, time and place. Bidders' authorized representatives may also be present. Not more than two (2)

representatives of each Bidder shall be permitted to attend the opening of Bids.

16. REJECTION OF BID

On submission of any Bid, the corresponding Bidder shall have no cause of action or claim against the Purchaser for rejection of his Bid. The Purchaser will always be at liberty to reject or accept any Bid at his sole discretion without assigning any reason and any such actions will not be called into question and the Bidder shall have no claim in this regard against the Purchaser.

Any bid offering completion time more than 32 months for 2x600 MW Unit will not be considered and the same will be rejected.

17. CONTRACT PRICE BASIS, CURRENCY AND PAYMENTS

The Bidders shall quote in his Bid the lump sum price for the Work as required in the Schedules.

The Price Bid, subject to the Selection and Evaluation of Short listed Bidders, will form the basis for discussions and negotiations between the Short listed Bidders and the Purchaser. Upon reaching a mutual agreement, the agreed price shall become the Contract Price.

The Bidder shall also provide a detailed breakdown of the component costs that comprise the Contract Price.

If there is a discrepancy between the Contract Price and the sum of the component costs or between figures and words, the Purchaser's decision shall prevail and shall be binding on the Bidder.

The Price of Goods of Indian origin shall be the price of the Goods, quoted ex-factory, ex-showroom, ex-warehouse or off the shelf as applicable

including all customs duties, sales and other taxes paid or payable on the cost of raw materials used in the manufacture or assembly.

The Price of Goods of foreign origin shall be the CIF (Indian Port) price excluding import duties. Price breakdowns for freight and marine insurance, including port handling charges, shall be indicated. The Bidder shall also submit justification satisfactory to the Purchaser, estimates of freight and marine insurance. Further details shall be as per General Conditions in Section-3. In both cases, the charges for inland transportation, insurance and other local costs incidental to delivery to the Site (from port of entry or ex-factory as the case may be) shall be shown separately.

For Goods of Indian origin, sales tax, excise duty and other taxes, as applicable, shall be shown separately, and for Goods of foreign origin, customs duties are to be shown separately. These taxes, duties, levies, etc, will be considered when evaluating the Bid.

The Contract Price shall be quoted on firm price basis inclusive of all taxes, duties and other costs / charges.

17.1. In Indian Rupees by the local Bidder; and However, local bidders while quoting in foreign currency must comply with the requirement as laid down by the Govt. of India from time to time.

17.2. In US Dollars or Euro by the international Bidder.

However, the component of the Contract Price which the international Bidder expects to spend in India shall invariably be quoted in Indian Rupees. In case the price is quoted in US Dollars or Euro, any conversion charge incurred at the time of payment in converting Indian Rupees into US Dollars or Euro shall be borne by the Bidder.

No cross currency risk on any account whatsoever will be borne by Purchaser. Unless otherwise specified in the Tender specification the bidder shall quote the entire facilities on a “single responsibility” such that the total bid price covers all the contractual obligations mentioned in the Tender documents followed by the Letter of Award and finally by the contract agreement of faithful fulfillment of the entire job.

Bidders are required to quote the price for the commercial, contractual & technical obligations as specified in the tender documents. If a bidder desires to furnish a deviation to the provisions of the Tender documents except those identified in Clause No. 6.1, Sec-2, Page-6 such deviations shall be listed in Attachment-1 of the tender specification.

18. EVALUATION & COMPARISON OF BIDS

18.1. General

The Bids received will be evaluated by the Purchaser from a technical, commercial and financial point of view. For supply of Mandatory Spares the bidders will have to quote separately and the same will be included in evaluation. But VPL will have the full authority to take out the same in full or part during placement of order to successful bidder.

18.2. Procedure for Evaluation

The Purchaser will evaluate the Bid through the following steps:

Step 1: Earnest Money Deposit (EMD)

The EMD (Bid Guarantee) shall conform to the requirement set forth elsewhere in ITB in respect of amount and under. A Tender will be rejected outright if Bid Guarantee does not satisfy the requirement as stated above.

Step 2 : Review of Qualifying Requirements (Clause 8.0)

The Bid is reviewed to assess whether it is in compliance with the following conditions

- i. Financial capability of the Prime Bidder and his Associate(s);
- ii. Credentials of the Bidder and his Associate(s);
- iii. Having entered into Joint Undertaking Agreement with Associate(s);
- iv. Terms of Payment, LD, Warranty, Delivery, Erection and Commissioning Schedules proposed by the Bidder shall conform to the requirements of the Bid Document.

Bids which fail to satisfy these conditions will not be considered for technical evaluation.

Step 3: Evaluation and Selection of Short listed Bidders (Techno-Commercial Evaluation)

The selection of the Short listed Bidders will be made by the Purchaser from qualified bidders on the basis of the following criteria in order to select the most advantageous Techno-commercial Bids:

General Criteria

- i. Financial Capabilities of Prime Bidder as assessed from documents furnished by him;
- ii. Conformity to the Instructions to Bidders;

- iii. Location where the 'home office' work will be carried out. In the case of more than one location, clarification and specification of how the various items of the work will be distributed between and executed by the various locations and resulting methods of coordination. However, design & engineering office in Kolkata is preferred;
- iv. The team assigned to perform the Contract and curriculum vitae of key personnel to be involved;
- v. References relating to the most significant projects carried out in respect of each party forming the Bidder (if more than one party).
- vi. References relating to the most significant experience in the construction and coordination of relevant projects in India.

Commercial Criteria

- i. Contractual obligations, including total Performance Guarantees, penalties and liquidated damages;
- ii. Terms of payment;
- iii. The plant heat rate; gross output & Auxiliary power consumption;

Technical Criteria

- i. Proven performance record of the major equipments / systems offered.

- ii. Level of equipment and functional guarantees;
- iii. Organization and distribution of activities of the Project;
- iv. Scheduling of all construction activities of the Project and final completion date;
- v. Delivery deadlines relating to the various key project construction stages.

Step 4: Evaluation Criteria for Price Bid

Price bid will be evaluated as per the evaluation criteria described below :

- i. Assessed on the basis of the evaluated per MW price, taking into account gross electrical output, auxiliary power consumption, performance and availability of plant and equipment. Net capacity in MW means 100% TMCR output in MW at generator terminal MINUS auxiliary power consumption and Transformer losses at 100% TMCR in MW as declared by the bidder in Attachment-8 of the tender documents. This attachment shall be filled-up and submitted along with Volume: IIIA. If a bidder fails to submit this Attachment then his bid shall be treated as non-responsive.
- ii. Bidders are informed that the expenditure that are to be met out in India for civil, mechanical and electrical works related to indigenous supply and erection has to be quoted only in Indian rupee. In case it is quoted in foreign currency, payment will be made in Indian rupee at the exchange rate

prevailing on the date of thirty (30) days before the date of bid opening.

18.3. Taxes and Duties for Evaluation

VPL's evaluation of a Tender will include and take into account:

- a. In case of Goods manufactured in India, excise duties, sales tax and other taxes levied on the finished goods.
- b. In case of goods imported from abroad, import duties, sales taxes and other levies as imposed. Further details shall be as per relevant clauses of General Conditions, Section-3.

18.4. Alternative Bid

In principle, comparison of Bids will be between main Bids as per stipulation and Specifications only. In the event that an alternative Bid, if any, of a Bidder whose main Bid is the lowest evaluated, is found to be more advantageous (technically and commercially) than its main Bid, such alternative Bid may be considered. However, such technically superior bid may be considered for award of contract only if the status of lowest evaluated bidder prevails even after considering the price implication for such alternative bid declared by the bidder in his Bid. Further, it shall exclusively be the prerogative of the Purchaser whether the original bid (base offer as per specifications) or the alternative bid shall be considered for award of contract. Bidder shall furnish the details of such alternative bid as per Attachment-4 of the Tender Specification.

18.5. Contract Performance Guarantees

As provided in Annexure-D of Section-3.

18.6. Calculation of Differential Price for Tenders

The Differential Price to be included to the Quoted Price of each Tender during evaluation and comparison shall be derived as under:

$$\text{Differential Price (DP)} = n_1 F_1 + n_2 F_2 \dots\dots\dots n_n F_n$$

Where F_1, F_2, \dots, F_n are the various factors in Indian Rupees per unit of parameter differential in the equipment and services offered as stipulated in the Tender Documents. n_1, n_2, \dots, n_n are the respective parameter differential or deficiency in the corresponding units, to be determined from the Bidder's Tender. The above factors and corresponding unit of parameter differential are brought out in the Technical Specifications.

18.7. Criteria for Evaluation

As per Section-XI, Volume-II-A.

19. COMPARISON OF TENDERS

For comparison purpose all the evaluated Tender prices shall be converted into Indian Rupees as under :

$$W = (M \times R) + DP + EC + P + S, \text{ where}$$

W = Total comparison price

M = Tender price in the foreign currency (CIF) value of equipment + foreign component of erection cost + foreign component of mandatory spares, if any.

R = Rate of exchange of the foreign currency to Indian Rupee as stated in Clause 20 below

DP = Differential price in Indian Rupee.

EC = Cost of erection & civil works in Indian Rupee.

P = Indian Rupee Component of Tender Price, if any.

S = Indian Rupee component of cost of mandatory spares, if applicable.

20. RATE OF EXCHANGE FOR EVALUATION

To facilitate evaluation and comparison, the Purchaser will convert all Tender Prices to Indian Rupees at the B.C. selling exchange rate established by the Reserve Bank of India for similar transaction on the date of thirty (30) days prior to opening of Tenders.