

I

SECTION – II
(Volume –I)

INSTRUCTIONS TO BIDDERS
(ITB)

INSTRUCTIONS TO BIDDER

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SECTION - II - ITB

INSTRUCTION'S TO BIDDERS

A. INTRODUCTION

1.0 General Instructions:

1.1 The Karnataka Solar Power Development Corporation Limited, hereinafter called KSPDCL/OWNER will receive Bids in respect of total Turnkey Package for “Establishing 4 nos of 2 x 150 MVA, 220/66kV stations at Nagalamadike Hobli in Pavagada Taluk, Tumkur District along with connected Transmission lines and Terminal Bays on Total Turnkey Basis,in two lots (Lot1 & Lot 2) in respect of the proposed 2000 MW Pavagada Solar Park in Tumkur District, Karnataka including supply of all Materials, Erection (including Civil Works),Testing and commissioning as per the Scope detailed in Vol.- II, Technical Specification of the Bid Documents. Bids shall be prepared and submitted / uploaded to website in accordance with these instructions.

The works includes the following:

Lot I :

- a. Establishing 2x150MVA, 220/66kV sub-station in land bearing Sy no. 154/2,3,4&5 of Tirumani along with connected Terminal Bays
- b. Establishing 2x150MVA, 220/66kV sub station in land bearing Sy no. 131/1 & 2 of Tirumani along with connected Terminal Bays
- c. Establishing 2x150MVA, 220/66kV sub stn. in land bearing Sy no. 225/1,2 & 3 of Rayacharlu along with connected Terminal Bays
- d. Establishing 2x150MVA, 220/66kV sub-station in land bearing Sy no. 175 of Rayacharlu along with connected Terminal Bays
- i. Construction of 220kV SC line from proposed 220/66kV substation, in solar park to PGCIL station in solar park.

on Total Turnkey basis, in respect of the proposed 2000MW Pavagada Solar Park in Tumkur District, Karnataka including supply of all Materials, Erection (including Civil Works, Testing and Commissioning)

Lot II :

- a. Establishing 2x150MVA, 220/66kV sub station in land bearing Sy no. 44 of Kyataganacharlu along with connected Terminal Bays
- b. Establishing 2x150MVA, 220/66kV sub station in land bearing Sy no. 242 of Vallur along with connected Terminal Bays
- c. Establishing 2x150MVA, 220/66kV sub station in land bearing Sy no. 166 of Vallur along with connected Terminal Bays
- d. Establishing 2x150MVA, 220/66kV sub station in land bearing Sy no.35/2 of Ballasamudra along with connected Terminal Bays.
- i. Construction of 220kV SC line from proposed 220/66kV substation, in solar park to PGCIL station in solar park.

On Total Turnkey basis, in respect of the proposed 2000MW Pavagada Solar Park in Tumkur District, Karnataka including supply of all Materials, Erection (including Civil Works, Testing and Commissioning).

2.0 Qualifying Requirements of Bidders:

2.1 To be qualified for Award, Bidders shall provide satisfactory evidence to the Owner of their capability and adequacy of resources to carry out the Contract effectively. Bids shall include the following information:

- a) Copies of original Documents defining the Constitution or Legal Status, place of Registration and Principal place of Business of the Bidder, written Power of Attorney to the Signatory of the Bid to commit the Bidder to the Contract along with the resolution passed in this regard by the Board of Directors / all the Partners of the Firm.

- b) Total Annual Turnover over the last five years of the Business of similar nature as specified under the Scope of this Tender.
- c) Performance as Contractor for execution of similar nature of Work over the last five years and details of other Works on hand and ongoing Contractual commitments;
- d) Description of the Tools & Plant available with them for execution of the Work;
- e) The Qualification and experience of key Personnel proposed for carrying out the Work;
- f) The Source of supply of Equipment/ Materials for Bought Out Goods, covered under the Scope of the Contractor, shall be declared along with the consent of the Manufacturer supported by Documents providing their Technical Capability. Technical Parameters of the Bought Out Materials/ Equipments shall be clearly furnished.
- g) Reports on the Financial standing of the Bidder including Profit and Loss statements, Balance Sheets and Auditor's reports, for the past five years and an estimated Financial Projection for the next five years;
- h) Evidence of access to Lines of Credit and availability of other Financial resources.

3.0 Cost of Bidding:

- 3.1 The Bidder shall bear all Costs and expenses Associated with preparation and submission of its Bid including Pre/Post Bid discussions, Technical and other Presentations etc., and the Owner will, under no circumstances, be responsible or liable for these Costs, regardless of the conduct or outcome of the Bidding process.

B. THE BIDDING DOCUMENTS

4.0 Contents Of Bidding Document:

- 4.1 The Goods and Service required, Bidding Procedures and Contract Terms are prescribed in the Bidding Document. The Bidding Document is a compilation of the following Sections:

VOLUME- I : COMMERCIAL REQUIREMENTS

1. Section – I	Invitation For Bids	-	IFB
2. Section – II	Instruction to Bidders	-	ITB
3. Section – III	General terms and Conditions of the contract	-	GCC
4. Section – IV	Erection Conditions of Contract	-	ECC
5. Section – V	Special Conditions of Contract	-	SCC

VOLUME-II TECHNICAL REQUIREMENTS**VOLUME – II TECHNICAL SPECIFICATIONS FOR SUB STATIONS & LINES****VOLUME- III : BID PROPOSAL SHEETS**

1. Section – I TECHNO COMMERCIAL SHEETS
2. Section – II PRICE SHEETS

NOTE: Volume – III is to be duly filled and uploaded on to **e-Procurement platform** website by the Bidder.

5.0 Understanding of Bid Documents:

- 5.1 A Prospective Bidder is expected to examine all Instructions, Forms, Terms and Specifications in the Bid Documents and fully inform himself as to all the Conditions and matters, which may in any way, affect the Scope of Work or the Cost there of. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

6.0 Clarifications on Bid Documents:

- 6.1 If the Prospective Bidder finds discrepancies or omissions in the Specifications and Document or is in doubt as to the true meaning of any Part, he shall at once make a request, in writing for an interpretation/ clarification, to the Owner or by E Mail to agm.spkredl@gmail.com on or before **the date and time as mentioned in the e-Procurement platform**. Letters seeking clarifications received subsequent to this date will not be entertained. Interested Bidders may also submit online queries through the e-Procurement platform and need to mention their firm credentials along with online queries. Online queries not supported by firm credentials are liable for **rejection**. The Owner, then, will issue interpretations and clarifications as he may think fit in writing **through e-Procurement platform**. After receipt of such interpretations and clarifications the Bidder may submit his Bid but within the time and date as specified in the Invitation for Bid. All such interpretations and clarifications shall form a Part of the Bidding Document and shall accompany the Bidder's Proposal.

6.2 Verbal clarifications and information given by the Owner or his Employee(s) or his Representative(s) shall not in any way be binding on the Owner.

7.0 **Amendment of Bidding Document:**

7.1 At any time prior to the deadline for submission of Bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document / conditions by Amendment(s).

7.2 The Amendment will be notified in the **e-Procurement portal** and the same shall be made available against the published tender in the **e-Procurement system**. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

7.3 In Order to provide prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the Owner may, at its discretion, extend the Due date for the submission of Bids.

7.4 Such Amendments, Clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidders while they submit their Bids and invariably upload such Documents as a part of the Bid.

C. PREPARATION OF BIDS

8.0 **Language of Bid:**

8.1 The Bid prepared by the Bidder and all correspondence and Documents relating to the Bid, exchanged by the Bidder and the Owner, shall be written in the English Language only, provided that any Printed Literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated English translation of its pertinent passages. Failure to comply with this may disqualify a Bid. For purposes of interpretation of the Bid, the English translation shall govern

9.0 **Local Conditions:**

9.1 It will be imperative on each Bidder to fully inform himself of all Local conditions and factors which may have any effect on the execution of the Contract covered under these Documents and Specifications. The Owner shall not entertain any request for clarifications from the Bidders, regarding such Local conditions.

9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No Claim for financial adjustment to the Contract Awarded under these Specifications

and Documents on account of Local conditions will be entertained by the Owner. Neither any change in the Time Schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the Cost of the Works to the Bidder.

10.0 Documents comprising the Bid:

- 10.1 The Bidder shall complete the Bid Form inclusive of Price Schedule, Technical Data Requirements etc. provided in the Bidding Documents, indicating a brief description of Goods to be supplied and Services to be rendered, Quantity and Prices.
- 10.2 The Bidder shall also submit Documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause 2.0 above and Clause 11.0 of IFB.
- 10.3 The Tender Processing Fee and Bid Security shall be in accordance with Clause 4.0 of Section IFB.

11.0 Scope of the Proposal:

- 11.1 The Scope of the Proposal shall be on the basis of a single Bidder's responsibility, completely covering all aspects of the Total Turnkey Contract specified under the accompanying Technical Specifications. It will include the following:
 - a) Detailed Engineering.
 - b) Complete Manufacture including Shop Testing of Equipments/Materials in the Scope of the Contractor.
 - c) Providing Engineering Drawings, Data, Operation Manual, etc for the Owner's approval for the Equipments/Materials in the Scope of the Contractor.
 - d) Packing and Transportation from the Manufacturer's Works to the Site of Equipments/Materials in the Scope of the Contractor..
 - e) Receipt, Storage, Preservation and Safe keeping of Equipment at the Site. (Both Owner Supplied and Equipments/Materials in the Scope of the Contractor.)
 - f) Pre-assembly, if any, Erection, Testing and Commissioning of all the Equipment. (Both Owner Supplied and Equipments/Materials in the Scope of the Contractor.)
 - g) Reliability Tests and Performance and Guarantee Tests on Completion of Commissioning.

11.2 No deviation whatsoever, either in full or in part, the Conditions of the Bidding Documents as specified in the Special Conditions of Contract are permitted by the Owner. Therefore, the Bidders are advised that while making Bid Proposals and quoting Prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish a Certificate to **Chief Executive Officer, KSPDCL** in this regard as per the Format provided in Special Conditions of Contract along with other Documents, as indicated in IFB. In the event of Non-receipt of the above mentioned “No Deviation Certificate” on or before the Date and Time indicated in Clause 7.0 of Section IFB, the Bids of such Bidders will not be opened and will be treated as **Non-Responsive**.

11.3 Bids not covering the Total Scope of Works may be treated as incomplete and hence rejected summarily.

11.4 The Bidder shall complete all the Schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets, Price Sheets and specified elsewhere. The Qualifying Data shall be filled in the required Schedule of Techno-Commercial sheets. While furnishing Qualifying Data, only the list of executed Works, similar in nature to the tendered Scope of Work, shall be furnished.

12.0 Bid Price:

12.1 The Bidder shall indicate, in the appropriate Price Schedules, enclosed in Price Sheets, the unit Ex-Works Prices of the Goods (in the Scope of the Contractor), all applicable Duties and Taxes thereon, the Price for Erection, Testing and Commissioning including all applicable Taxes thereon, Price for Associated Civil, Structural Works and other Services it proposes to furnish under the Contract including all applicable Taxes thereon, along with the Total Bid Price. The rates of all applicable Taxes and Duties shall be clearly indicated for each item.

12.2 Detailed break up, covering all the Price Components of Unit Prices as well as Total Bid Price, as stipulated in the appropriate Price Schedules of Bid Proposal Sheet shall be furnished by the Bidder. This break up shall be entered separately in the following manner: -

- i. The Price of the Goods quoted Ex-factory/Ex-Works/Ex-warehouse as applicable, inclusive of all applicable Duties, Taxes and Levies paid or payable on Components, Sub-assemblies and Raw Materials.
- ii. Excise Duty, Sales Tax/VAT, Octroi and any other Taxes and Duties which will be payable by the Owner on the Goods, if this Contract is Awarded.
- iii. Inland Transportation charges including handling charges and other Costs incidental to delivery of the Goods to their final Destination and Insurance charges.
- iv. The Cost of Erection, Testing and Commissioning as well as Associated Civil, Structural Works including all applicable Taxes thereon.

Note: The Bidder shall specify in the appropriate column of the Price schedule, as to whether the materials/equipments are 'Own manufactured' or 'bought out items'. In case a particular materials is a 'bought out' item, the Bidder need not furnish the break up of the taxes and duties but should indicate the total price including all applicable taxes and duties in the column 'Total including taxes and duties'. If it is a 'Own or direct transaction' material then bidder shall provide break up of taxes and duties as applicable at the time of bidding.

12.3 The Bidder's separation of Price Components in accordance with Clause 12.2 supra will be solely for the purpose of facilitating the comparison of Bids by the Owner, for Contract Price amendment due to Quantity variation and for On Account Payments (incase of Award) and shall not in any way limit the Owner's rights.

12.4 . Whenever ex-works price quoted by the bidder for his own manufactured items / direct transaction material between the Owner and the bidder, then the due credit under the 'MODVAT' (modified Value Added Tax), scheme as per the relevant Government policies wherever applicable, shall be taken into account by the Bidder while quoting bid price.

12.5 Bidders shall enter the all-Inclusive Price for the total scope of the work as mentioned in the **e-Procurement portal**. The detailed Price Schedules shall be encrypted and uploaded by the bidders in the respective slots as provided in the **e-Procurement platform**. Irrespective of the nomenclature of the Mandatory field in the e-procurement system for indicating the total bid price, the unit prices and total price shall be as per the tender conditions.

13.0 **Price Basis:**

13.1 The Price shall be quoted on **VARIABLE** basis in accordance with Clause 15.0 of Section ITB of the Bid Document.

14.0 **Taxes and Duties:**

14.1 As indicated in Clause 35.2 of Section ITB of the Bid Document, in case of Award of Contract, a Divisible Contract covering the entire Scope of the Total Turnkey Package will be entered into with the successful Bidder through three separate Contracts as under:

- i) For Supply of Goods
- ii) For Erection Works
- iii) For Civil Engineering Works

14.2 (i) Bought out items from Vendors, Sub-suppliers, etc.:

All levies, Duties, Central Sales tax, Karnataka VAT etc payable on material/equipment, component sub-assemblies, Raw materials and any other items used for the Contractor's consumption or dispatched directly to the site stores of the contractors from his sub-suppliers, associated civil works and erection works shall be included in the Bid Price and any such taxes duties levies etc. additionally payable due to statutory variation or due to introduction of new tax or taxes, duties and levies not considered by the bidder but payable as applicable on the date of bidding etc., shall be to Bidder's account and no separate claim on this behalf shall be entertained by the owners either during the contractual period or during the extended period if any.

(ii) Materials supplied by the Bidder from his own manufacturing unit to the owner:

All levies, Duties, Central Sales tax, Karnataka VAT tax including excise duty, custom and any other levies, etc., solely in respect of the 'direct transaction' between owner and the bidder under the contract if any shall be included in the price bid, but they shall be indicated separately wherever applicable as mentioned in clause 12 supra.

Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the owner.

(iii) Erection and Civil works:

The applicable taxes shall be included in the Price bid and shall be indicated separately wherever applicable as mentioned in clause 12 supra.

Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the owner.

(iv) In case of any statutory variation in taxes/duties/levies or if any tax/duty/levy is newly introduced by the Government applicable for this Contract with effect from the next day of the date of submission of the bid these variations/additional taxes/duties/levies will be to the account of the owner. In case the Bidders indicate lesser rates of taxes and duties with reference to the prevailing rates of taxes and duties at the time of bidding any variations in the taxes and duties would be paid/recovered keeping the rates of taxes and duties applicable as on the date of bid opening as the base and not the quoted rates of taxes and duties for payment/recovery of difference in the taxes and duties. If the Contractor is required to pay additional tax or duty, then the owner shall reimburse the Contractor the additional tax or duty so paid by the contractor against submission of documentary evidence to the satisfaction of the

owner by the contractor. This provision will not be applicable to transaction between the contractor and his sub-suppliers, sub-contractors for raw materials, for 'bought out' items etc., and will be applicable only for the 'own/direct transactions' between the contractor and the owner for the materials supplied from his own manufacturing units and erection and civil works.

The claims against statutory variation, in principle, would be settled as reimbursement provided the Contractor furnishes documentary evidence to establish that the extra amount claimed due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

In view of High Court Order dated 29.03.2007, SET is not applicable and hence shall not be included in their prices.

- 14.3 Concessional Forms such as "C" Forms etc., as allowed under the relevant Laws will be issued by Owner to the Contractor for all materials/equipments supplied by the Contractor irrespective of whether it is a 'bought out' or 'own/ direct transaction' material.
- 14.4 The Bidder shall specify all Taxes and Duties including the Work Contract Tax. Any Tax payable on the Cost of the items of supply under the Works Contract shall also be included by the Bidder in his Bid Price and the Owner shall have no liability whatsoever in respect of such Works Contract Tax. However, the Owner will deduct Works Contract Tax out of the Contractor's bills and remit the same to the concerned Authorities as per Statutory stipulations. Necessary TDS Certificates will be issued to the Contractor.
- 14.5 The Owner will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor.
- 14.6 The Bidder shall declare the Components that are sourced from outside the State of Karnataka against each of the material in the price schedule.
- 14.7 Service Tax as applicable shall be borne by the Service Provider and not by KSPDCL.
- 14.8 Any Tax liability that may come on the owner (KSPDCL) supplied Equipments / Materials shall be borne by KSPDCL.
- 14.9 As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.
- 14.10 Notwithstanding anything stated in the Sub-Clause 14. 1 to 14.7 above, the Owner shall have the right to make deduction at Source from the amounts payable to the Contractor against this Contract in respect of

any Tax liability as may be Mandatory in terms of the Law. The Owner shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

- 14.11 Whenever concessional rate of Excise Duty/Sales Tax is indicated by the Bidder, it shall be confirmed whether, any increase in the rates that becomes applicable during the Performance of the Contract would be absorbed by the Bidder. Bidder shall note that in the absence of such confirmation, the Bids will be evaluated taking into account the maximum rate of Excise Duty/Sales Tax applicable
- 14.12 The Owner's liability for all Taxes and Duties under the Contract shall be limited to only those indicated by the Bidder in the Bid Proposal Sheets.
- 14.13 No Claim for any increase towards the Statutory Variation regarding enhancement of existing Tax or Duty or introduction of a new Tax or Duty applicable shall be entertained by the Owner during the extended period of Contract, if any, if the extension of the Contract is required due to the causes attributable to the Contractor.
- 14.14 Before quoting, the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka, the applicability of Work Contract Tax, Service Tax etc. in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

14.15 Building and other construction workers welfare Cess:

The Building and other Construction Workers Welfare Cess Act 1996, came into operation with effect from 3rd day of November 1995, the Government has decided to collect Cess now with immediate effect. Accordingly the Government has issued Order No.LD/300 LET/2006 dated 18.01.2007.

As per the order, Cess at the rate of 1% of the cost of construction (in respect of building or other construction works) incurred by the employer (Contractor) shall be collected which shall exclude the cost of land and any compensation paid or payable to a worker or his kin under Workman Compensation Act 1923. Therefore Building & Other Construction Workers Welfare cess at the rate of 1% of the amount of the cost approved as per tender notification will be deducted from the Bill at the time of making payment and such amount so deducted from the Bill will be remitted to Karnataka State Building and Other Construction Workers Welfare Board.

It is mandatory to furnish a return in Form-I to the concerned Assessing Officer in terms of Section -4 of the Building & Other Construction Workers Welfare Cess Act, 1996 and its Rules there under 1998. The concerned employer (contractor) shall furnish the aforesaid return to the concerned assessing Officer

15.0 **Price Adjustment :**

15.1 The Prices, only for the following items, quoted by the Bidder shall be VARIABLE in accordance with the relevant IEEMA/CACMAI Price Variation Formula and Indices **without ceiling during the contractual delivery period**. Price Variation is not admissible for other Items. The base date applicable for Price Variation is the date of Tendering i.e., date of Techno-Commercial Bid Submission date as notified (either original or extended) as per IEEMA/ CACMAI Circulars:

I Equipments / Materials :

- 1) Power Transformers
- 2) Circuit Breakers / Switchgears.
- 3) Conductors & Ground Wires.
- 4) Lightning Arresters.
- 5) Transformer Oil.
- 6) Tower Parts, equipment mounting/Station Structures.
- 7) Control Cables.
- 8) HT UG Cables
- 9) Conductor Hardware.
- 10) Battery & Battery Chargers.
- 11) Instrument Transformers.
- 12) Insulators

II In respect of above Electrical goods covered under works contract / procurement shall be in accordance with the relevant IEEMA / CACMAI Price Variation formulae and indices.

III In respect of Turnkey Projects involving Civil Works and Erection Portion shall be as per relevant Formulae as evolved by IEEMA. However, as far as admissibility of price variation towards erection and civil works is concerned, the same would be restricted to below appended activities only.

- a) Concreting (With or without steel reinforcement)
- b) Steel reinforcement and structural steel.
- c) Any other civil works where rates are individually/ independently indicated for concreting (with or without reinforcement) and Steel reinforcement and structural steel.

Note: The 'Ex-works price' in respect of bought out item/cases wherein break up of details is not furnished by the supplier/contractor shall be arrived by back work calculation of the taxes and duties applicable on the date of bid opening and as indicated in the DWA.

15.2 The quoted Prices for all the remaining items (other than items for which price variation is applicable) shall remain fixed during the Performance of the Contract and shall not be subject to variation on any account.

- 15.3 Price variation shall be admitted in accordance with the IEEMA formula till the actual date of supply or contracted date of supply (including any agreed extension thereto) whichever is earlier. However, no Price variation shall be admissible beyond the contracted date of supply. i.e, price variation shall be limited to the contracted delivery date. However, If the price adjustment amount works out to be positive, the same is payable to the Contractor by the Owner and if it works out to be negative, the same is to be recovered by the Owner from the Contractor.
- 15.4 A Bid submitted with deviation to Clause 15.1 & 15.2 shall be treated as Non-responsive and rejected summarily.
- 16.0 **Time Schedule:**
- 16.1 The basic consideration and the essence of the Contract is strict adherence to the Time Schedule in performing the specified Works.
- 16.2 The Owner's requirements of Completion Schedule for the Works are mentioned in the accompanying Special Conditions of Contract. (Section SCC of the Bid Document)
- 16.3 The Completion Schedule as stated in the Special Conditions of Contract shall be one of the major factors in consideration of the Bids.
- 16.4 The Owner reserves the right to request for a change in the Work Schedule during Pre Award discussions with successful Bidder.
- 16.5 The successful Bidder will be required to prepare detailed **Activity Chart** and finalise the same with the Owner as per the requirement of Clause 12.0 Section GCC.
- 17.0 **SPARE PARTS:**
- 17.1 In case where it is Mandatory for the Bidder to quote for certain identified Spare parts, the same are included in the accompanying Technical Specifications. In such cases the item wise Price break-up of such Spares on a Ex-Works basis shall be indicated in the Bid. The Bidder shall further indicate item wise Price break-up on FOR Site basis. In respect of Custom Duties and Taxes, the provisions of Clause 14.0 above shall be applicable. The above Prices shall not be included in the Lumpsum Price but indicated separately in the Schedules and shall not be subject to escalation. The Price quoted for these Spares will be taken into account for evaluation. The Owner, however, reserves the right to vary the Quantity of any of the Spare and / or to delete any items of Spares altogether or add new items of Spares during Award / detailed Engineering stage limited to a period of six (6) Months from date of Contract unless such period is specified otherwise in Special Conditions of Contract at the Unit Rates agreed to in the Contract or to be agreed mutually in case Unit Rates are not identified in the Bid / Contract.

17.2 In addition, the Bidder shall provide in the form of a Schedule given in Bid Proposal Sheets, the complete list of Recommended Spare Parts for three (3) years Operation of the Equipment covered under the proposal under Contractor's Scope. In the list of Recommended Spare Parts, the Bidder shall identify the unit wise population of each of the items recommended and anticipated normal life of the Spare. Such list will also indicate the Prices on FOR destination Site basis for each item. No other basis of Prices shall be quoted. The Prices of these Spare Parts shall be on **FIRM PRICE** basis and shall remain valid till 120 days after the date on which the validity of this main Bid expires. The Prices of the Spare Parts thus quoted will not be taken into consideration for purpose of evaluation. Other relevant Terms and Conditions of the Bid Document shall also be applicable to such Spare Parts.

17.3 Spare parts list will be used by the Owner to decide about the Spares to be procured against his requirements of Spares for the Equipment quoted. The Quantities of the Spares to be procured shall be decided by the Owner and the Bidder shall supply all those Spares Ordered. In case where no Mandatory Spares are indicated, the Bidder shall comply with the requirements indicated in Clause 17.1 and 17.2 above.

18.0 **Contract Quality Assurance:**

18.1 The Bidder shall include in his proposal the Quality Assurance Programme containing the overall Quality Management and Procedures which he proposes to follow in the Performance of the Works during various phases as detailed in relevant Clause of the General Technical Conditions.

18.2 At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed Program shall form a part of the Contract.

18.3 The Bidder shall clearly specify the list of Sub Vendors, not exceeding four (4) for each item, from whom the Bought Out items are being supplied. List of Sub-Vendors shall be furnished in Schedule-15 of Techno-Commercial Sheets. The Successful Bidder shall furnish the Qualifying Data of the Sub-Vendor and obtain the approval of KSPDCL for Specific Vendor.

The word "Equivalent" shall not be used in the choice of Vendors.

The KSPDCL reserves the right to choose one or more of the Vendors out of the Vendors indicated by the Successful Bidder or indicate any other vender at its discretion if the venders indicated by the contractor are not acceptable to it for the reasons to be recorded in writing and informed.

19.0 **Insurance:**

The Bidder's Insurance liabilities pertaining to the Scope of Work are detailed out in Clauses titled "Insurance" in General Terms and Conditions of Contract (Section – GCC of the Bid Document) and in Erection Conditions of Contract (Section – ECC of Bid Document) Bidder's attention is specifically invited to these Clauses. Bid Price shall include all the Cost in pursuance of fulfilling all the Insurance liabilities under the Contract and no separate amount is payable in this regard.

20.0 Erection Tools And Tackles:

The Bidder, under a separate Schedule in his Proposal, shall include a list of all Special Equipment, Tools & Tackles etc. which he proposes to bring to Site for the purpose of Erection, Handling, Testing and Commissioning including Performance and Guarantee Tests of the Equipment. If any such Equipment is listed anywhere else in the Proposal and not specially mentioned in the above Schedule, it shall be deemed to have been included in the Bidder's proposed Scope of Supply.

21.0 Brand Names:

- 21.1 The specific reference in these Specifications and Documents to any Material / Equipment by Brand Name, Make or Catalogue Number shall be construed as establishing Standards of Quality and Performance but not as limiting competition. However, Bidders may Offer other similar Material/ Equipment provided they meet the specified Standard, Design and Performance requirements. The Bidder shall furnish adequate Technical information about such alternative Material/Equipment to enable the Owner to determine its acceptability. The Owner shall be the sole judge on the acceptability or otherwise of such alternative Material / Equipment.
- 21.2 The Bidder shall note that Standards for Workmanship, Material and Equipment and reference to Brand Name, Catalogue Numbers Designated by the Owner in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative Standards, Brand Name and/or Catalogue Numbers in its Bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially equivalent or superior to those Designed in the Technical Specification.

22.0 Bid Security (EMD)

- 22.1 The Bidder shall furnish, as a part of its Bid, Bid Security as mentioned in clause 5 of NIT.
- 22.2 The Bid Security is required to protect the Owner against the risk of Bidder's conduct including withdrawing the bid for any reason whatsoever, which would warrant the Guarantee forfeiture, pursuant to Para 22.6. The Bid Security shall be made payable to the Owner without any condition whatsoever.

- 22.3 Any Bid not secured in accordance with Para 22.1 above will be rejected summarily by the Owner as Non-Responsive.
- 22.4 Unsuccessful Bidder's Bid Security / EMD will be returned / refunded **within a period of one month from the date of execution of Contract agreement with the successful Bidder or upon furnishing Contract Performance Guarantee by Successful Bidder whichever is later. EMD of unsuccessful bidders will be refunded online by the e-Procurement system. Hence, bidders are advised to enter correct bank account information (complete bank account no., IFSC etc) in the e-Procurement portal.**
- 22.5 The Successful Bidder's Bid Security will be discharged upon furnishing the Contract Performance Guarantee by the Successful Bidder.
- 22.6 The Bid Security shall be forfeited:
- a) If a Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form:
OR
 - b) In case of a successful Bidder, if the Bidder fails:
 - i) To sign the Contract,
OR
 - ii) To furnish the Contract Performance Guarantee in the prescribed format.
- 22.7 **Any Bid not accompanied by the required Bid Security in accordance with provisions of this Clause will be rejected by the Owner and shall not be opened.**
- 22.8 No interest shall be payable by the Owner on the above Bid Security.
- 22.9 In case the Bid is submitted by a Consortium, the Bid Security shall be in the name of Consortium/leader of the Consortium.

23.0 Period of Validity of Bids:

- 23.1 Bids shall remain valid for 180 days from the date of Techno-Commercial Bid opening unless otherwise specified in the accompanying Special Conditions of Contract. A Bid valid for a shorter period will be rejected by the Owner summarily as Non Responsive.
- In exceptional circumstances, the Owner may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing (including Fax or E-Mail). In such an event the Bid Security provided under Clause 22.0 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without becoming liable for forfeiture of

his Bid Security. A Bidder agreeing to the extension will not be required or permitted to modify its Bid.

D. SUBMISSION OF BIDS

24.0 Format Of Bid:

24.1 The Bids are invited through **e-Procurement platform** only. However hard copies of documents shall be submitted as per clause 24.5 below.

24.2 The Techno- Commercial Bid consists of following:

- i) Techno – Commercial Sheets
- ii) Data Requirement Sheets.

24.3 The Price Bid consists of following

- i) Price Sheets.

24.4 A prospective Bidder, who wishes to submit the Bid shall adopt the following procedure.

24.4.1 The Bidder shall enter all-Inclusive Price for the total scope of the work as mentioned in the **e-Procurement platform** and upload all detailed Price Schedules, after encryption, on to the website on or before the time and date indicated in the Notification / Section IFB.

24.5 Hard Copies of some documents may be sought from bidders, which shall be produced during the opening of techno-commercial bids.

25.0 Signature of Bids:

25.1 The Techno Commercial and Price Sheets must contain the Name, Address of Residence and Place of Business of the Persons or Persons making the Bid and the name of the Authorised Persons.

25.2 Bid by Partnership Enterprises must be furnished with Full Names of all Partners.

26.0 Deadline for Submission of Bids:

26.1 Bid shall be uploaded to the **e-Procurement platform** website on or before the last date and time for submission of Bids indicated in Notification in IFB, failing which bidders cannot submit their bids as the e-Procurement system automatically locks the tender.

26.2 The Owner may, at his discretion, extend this deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

27.0 VOID

27.1 Failure in uploading the documents in time, due to any reasons is not attributable to KSPDCL.

28.0 Information required with the Proposal:

28.1 The Bids must clearly indicate the Name of the Manufacturer, the Type and/or Model of each Principal item of Equipment in the Scope of the Contractor. The Bid should also contain Drawings and Descriptive Materials indicating general dimensions, Materials from which the Parts are Manufactured, Principles of Operation, the extent of Pre-assembly involved, Major Construction Equipments proposed to be deployed, method of Erection and the proposed Erection Organisational Structure.

28.2 The above information shall be provided by the Bidder in the form of separate Sheets, Drawings, Catalogues, etc. which need to be uploaded in the e-Procurement portal.

28.3 Any Bid not containing sufficient Descriptive Material to describe accurately the Equipment proposed may be treated as incomplete and hence rejected. Such Descriptive Materials and Drawings submitted by the Bidder will be retained by the Owner. Any major departure from these Drawing and Descriptive Material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.

28.4 Oral statements made by the Bidder at any time regarding Quality, Quantity or arrangement of the Equipment or any other matter will not be considered.

28.5 Standard Catalogue Pages and other Documents of the Bidder may be used in the Bid to provide additional information and Data as deemed necessary by the Bidder.

28.6 The Bidder, along with his proposal, shall submit a list of recommended Erection Equipment and Materials, which will be required for the purpose of Erection of Equipment and Materials (Both Owner Supplied and Contractor Supplied) under the Contract.

28.7 In case the information furnished in the 'Proposal' contradicts Specification requirements, the Specification requirements will govern, unless otherwise brought out clearly in the Technical Commercial Deviation Schedule.

E. BID OPENING AND EVALUATION

29.0 Opening of Bids by Owner:

29.1 On the Date and Time fixed by the Owner for opening of Bids, the tender will be opened by the Owner for verification of payment of Tender

Processing Fee and EMD. **Thereafter, the Techno -Commercial Bids will be opened.**

29.2 The Bidder's Names qualified for Techno-Commercial Opening will be available on the website after opening.

29.3 VOID

29.4 VOID.

29.5 No Electronic Recording/Transmitting Devices will be permitted during Bid opening.

30.0 Purpose of Evaluation of Bids:

30.1 The Techno-Commercial Bids accepted and opened will be evaluated by the Owner to ascertain the Technical Responsiveness of the Bid for the complete Scope of the Proposal, as covered under these Specifications and Documents. All Technically Responsive Bids shall then be examined to determine the **LOWEST EVALUATED COMMERCIAL AND TECHNICALLY RESPONSIVE BIDS.**

31.0 Policy for Bids under consideration:

31.1 Bids shall be deemed to be under consideration immediately after opening of Techno-Commercial Bid and until such time official intimation of Award / rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their Representatives or other interested Parties are advised to refrain from contacting by any means, the Owner and/or his Employees/ Representatives on the matters related to the Bids under consideration.

No Bidder shall contact the owner on any matter relating to its Bid, from the time of the Bid opening to the time the contract is awarded.

Any effort by a Bidder to influence the Owner in the Owner's Bid evaluation, Bid comparison or Contract award decisions, may result in disqualification.

32.0 Clarification of Bids:

To assist in the examination, evaluation and comparison of Bids, the Owner may, at his discretion, ask the Bidder for a clarification of his Bid. The request for clarification and the response shall be in writing and no change in the Price or Substance of the Bid shall be sought, Offered or permitted.

33.0 Preliminary Examination:

33.1 The Owner will examine the Bids to determine whether they are complete, whether any computational errors have been made,

whether required Sureties have been furnished, whether the Documents have been properly signed, and whether the Bids are generally in Order.

33.2 **Arithmetical errors will be rectified on the following basis:**

If there is a discrepancy between the Unit Price and the Total Price that is obtained by multiplying the Unit Price and Quantity, the Unit Price shall prevail and the Total Price shall be corrected. If there is a discrepancy between the Total Bid Amount and the Sum of Total Costs, the latter shall prevail and the Total Bid Amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bids Security will be forfeited.

33.3 The Bidder should ensure that the Prices furnished in various Price Schedules are consistent with each other. In case of any inconsistency in the Prices furnished in the specified Price Schedules to be identified in Bid Form, the Owner shall be entitled to consider the highest Price for the purpose of evaluation and for the purpose of Award of Contract use the lowest of the Prices in these Schedules.

Items for which no rate / price is entered i.e, left blank or quoted as zero by the Bidder, in such cases no payment will be made to the Bidder by the Owner when executed and shall be deemed to have been covered in other items rates and prices in the Contract. Bidder has to execute all such items at free of cost.

33.4 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each Bid to the Bidding Document. For purpose of these Clauses, a substantially responsive Bid is one which conform to all the Terms and Conditions of the Bidding Document without Material Deviations. A Material Deviation is one which affects in any way the Prices, Quality, Quantity or Delivery Period of the Equipment, Completion of Works or which limits in any way the responsibilities or liabilities of the Bidder or of any right of the Owner as required in these Specifications and Documents. The Owner's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

33.5 A Bid determined as not substantially Responsive shall be rejected by the Owner and shall not subsequently be made Responsive by the Bidder by correction of the Non- conformity.

33.6 The Owner may waive any minor infirmity or Non-conformity or irregularity in a Bid which does not constitute a Material Deviation, provided such waiver does not prejudice or affect the relative Ranking of any of the Bidder.

34.0 Opening and **Evaluation of Price Bids:**

34.1 **Definitions and Meanings:**

For the purpose of the Evaluation and Comparison of Bids, the following meanings and definition will apply.

- a) **“Bid Price”** shall mean the Price as in column No. 11, 13 of 3A and column 6 of 3B of BPS quoted by each Bidder in his Proposal for the complete Scope of Works.
- b) **“Differential Price”** shall mean the Summation of the equalising elements of Price for Parameter Differential or Deficiencies in the Equipment and Services determined from the Bidder's Proposal.
- c) **“Cost Compensation for Deviations”** shall mean the Rupee Value of Deviations from the Bidding Document as determined from the Bidder's Proposal.
- d) **“Evaluated Bid Price”** shall be Summation of **“Bid Price”**, **“Differential Price”** and **“Cost Compensation for Deviations”**

34.2 Calculation of Differential Price & Cost Compensation for Deviations.

The Differential Price to be added to the Bid Price of each Bid during evaluation and comparison shall be derived as under:

- 34.2.1 Differential Price (DP)= $n_1F_1+n_2F_2+\dots +n_nF_n$, where $F_1, F_2 \dots F_n$ are the various Factors in Indian Rupees per unit of Parameter Differential or Deficiency in the Equipment and Services Offered as stipulated in these Specifications: $n_1, n_2 \dots n_n$ are the respective Parameter Differential or Deficiency in the corresponding Units to be determined from the Bidder's Proposal. The above Factors and corresponding Units of Parameter Differential are brought out in the Technical Specifications and/or Special Conditions of Contract.
- 34.2.2 Deviations from the Bidding Documents, so far as practicable, will be converted to a Rupee Value (D) and added to the Bid Price to compensate for the Deviation from the Bidding Document while evaluating the Bids. In determining the Rupee Value of the deviations the Owner will use Parameters consistent with those specified in the Specifications and Documents and/or other information as necessary and available to the Owner.
- 34.3 All evaluated Bid Prices of all the Bidders shall be compared among themselves to determine the Lowest Evaluated Bid and the Lowest Bid, as a result of this comparison, will be selected for the Award of the Contract.

F. AWARD OF CONTRACT

35.0 Award Criteria:

- 35.1 The Owner will Award the Contract to the Successful Bidder whose Bid has been determined to be substantially Responsive and has been determined as the Lowest Evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Owner shall be the sole judge in this regard.
- 35.2 In case of Award of Contract, a **Divisible Contract** covering the entire Scope of the Total Turnkey Package will be entered into with the successful Bidder, through three separate Contracts as under:
- i) For Supply of Goods
 - ii) For Erection Works
 - iii) For Civil Engineering Works
- 35.3 Notwithstanding the above, if it is found that the performance vis-à-vis works awarded to the Bidder by KSPDCL is either behind schedule or not satisfactory, KSPDCL will be at liberty to disqualify the Bidder and reject its Bid at the time of techno-commercial evaluation.
- 35.4 Void.
- 36.0 **Owner's right to accept any Bid and to reject any or all Bids:**
- 36.1 The Owner reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.
- 37.0 **Notification of Award:**
- 37.1 Prior to the expiration of the period of Bid Validity / extended Validity Period, if any, the Owner will Notify the Successful Bidder in writing by Registered Letter or FAX, to be confirmed in writing by Registered Letter, that his Bid has been accepted.
- 37.2 The "Notification of Award" shall constitute the formation of the Contract.
- 37.3 Upon the Successful Bidder furnishing of Performance Guarantee pursuant to Clause 39.0, the Owner will promptly notify each unsuccessful Bidder and will discharge respective Bid Security, pursuant to Clause 22.4.
- 38.0 **Signing of Contract:**
- 38.1 At the same time as the Owner notifies the successful Bidder that his Bid has been accepted, the Owner will send the Bidder the detailed Letter of Award, incorporating all agreements between the Parties.

- 38.2 Within 15 days of receipt of the detailed Letter of Award, the Successful Bidder shall sign and date the same and return it to the Owner.
- 38.3 The Successful Bidder will prepare the Contract Agreement as per the Pro-forma enclosed at Annexure-X and the same will be signed within 15 (Fifteen) days of Notification of Award.
- 38.4 The Successful Bidder shall observe all the formalities stipulated in the LOA within the stipulated period failing which, the KSPDCL reserves the right to cancel the offer and forfeit the Earnest Money deposited by the bidder.

39.0 Contract Performance Guarantee:

- 39.1 As a Contract Performance Guarantee, the Successful Bidder, to whom the Work is Awarded, shall be required to furnish a Performance Guarantee from a Public Sector Indian Bank/ Scheduled Commercial Bank (in the second schedule of the RBI Act-1934) and the Bank should be covered under jurisdiction of Indian laws in the form attached as Annexure-III to this Volume-I in favour of the Owner at the time signing of contract. The Guarantee amount shall be equal to Ten percent (10%) of the total Contract Price and it shall guarantee faithful Performance of the Contract in accordance with the Terms and Conditions specified in these Documents and Specifications. The Bank guarantee shall be valid for a period of up to 90 days after the end of guarantee Period in accordance with section 15 of GCC.
- 39.2 The Performance Guarantee shall cover additionally the following Guarantees to the Owner:
- a) The Successful Bidder Guarantees the Successful and Satisfactory Operation of the Equipment in the Scope of the Contract, as per the Specifications and Documents;
 - b) The Successful Bidder further Guarantees that the Equipment provided by him/his sub-Vendors shall be free from all defects in Design, Material and Workmanship and shall upon written Notice from the Owner, fully remedy free of expenses to the Owner, such defects as developed under the normal use of the said Equipment within the period of Guarantee specified in the relevant Clause of the General Terms and Conditions in this Volume-I/ Special Conditions of Contract.
- 39.3 The Contract Performance Guarantee is intended to Secure the Performance of the entire Contract. However, it shall not to be construed as limiting the "Damages" under Clause entitled "Equipment Performance Guarantee" in Technical Specifications, Volume-II and "Damages" stipulated in other Clauses in the Bid Documents.
- 39.4 The Performance Guarantee will be discharged without any interest at the end of Guarantee Period, unless otherwise specified in SCC.

