

VOLUME-I**PART-II: INSTRUCTIONS TO BIDDERS****I. GENERAL INFORMATION****A) PRELIMINARY EXAMINATION:**

The bids of only such Bidders whose bids are complete, technically and commercially in accordance with the specifications and meeting the eligibility criteria referred to in this ICB and who have submitted the necessary Bid Security in the required form will be treated as responsive bids and will be considered for opening of price bid.

B) ENGINEERING:

b.1) Design Engineering for all Civil and Hydro-Mechanical Works of the Project covering detailed designs, Construction drawings, Specification for all Civil and Hydro-Mechanical components of the Project inclusive of modifications/revisions of drawings to suit site conditions or specific requirements. All information of the Electro-Mechanical Equipment received from the various suppliers such as dimensions, loads, arrangements, cables, ducts, pipes, etc, will be made available for interface engineering and establishing reference co-ordinates and alignments of each individual structure for the preparation of construction drawings.

b.2) For complete Civil and Hydro-Mechanical Works, the basic & detailed engineering shall be provided by EPC Bidder and no variation in Contract Price is allowed by the Employer and Prices are **FIRM & FIXED during the entire Contract completion period.**

Price for all components are FIRM & FIXED except for the following Works:

- 1) Upper & Lower Reservoirs
- 2) Intake tunnels
- 3) Pressure shafts (Horizontal & Vertical)
- 4) Tail Race tunnel

Prices are FIRM & FIXED up to 10% variation beyond Geological baseline report (GBR) for Surface and Underground works of the above components.

b.3) Contract Price shall not be subjected to any Price Escalation for any reason whatsoever.

C) PRICE EVALUATION:

The responsive Bids received will be evaluated by the Employer to ascertain the technical competencies, price competitiveness for complete works covered under these specifications and documents.

D) Bidder shall quote for COMPLETE SCOPE OF WORKS as specified in this Tender Document. Part bids are liable for rejection.

II. INSTRUCTIONS TO BIDDERS

1. Bidders shall submit all the supporting documents for establishing the Eligibility as per the prequalification requirements mentioned in Part-I of Volume-I, of the tender specification. The eligibility of the Bidder will be decided by GREENKO KA01 IREP PRIVATE LIMITED based on the documents submitted by the Bidder.
2. Power of Attorney of the person signing the bid documents on behalf of the Bidder shall be submitted along with PQ & Technical bid.
3. All the forms/documents as mentioned in the VOLUME-III & IV of the tender technical specification shall be signed by the authorised signatory of the Bidder and stamped, scanned and submitted as hard copies by Courier and Technical & PQ Documents in Soft copies (PDF Documents by e-mail)
4. The price shall not be mentioned anywhere in the technical bid documents. The prices shall only be mentioned in the Price Schedules given in VOLUME-IV, Part II of tender specification and the filled in price schedules shall be signed by the authorised signatory of the Bidder, as part of the price bid. A clear break-up of the prices as per the price schedules shall be given.
5. Bids will be processed in two stages (two-part bid). In the first stage, bids will be evaluated on Pre-qualification and Technical terms. Only qualified bids will be considered for second stage of Price Bid & Commercial Evaluation.
6. The Bidder should read and understand clearly the general instructions and terms and conditions of the tender document before submitting of technical documents and submission of the tender.
7. The pre-bid meeting with the Bidders will be conducted as scheduled in this ICB. The Bidders are advised to visit the project site preferably before pre-bid meeting to understand the local conditions and to do needful survey before the preparation and submission of bids. It would be deemed that the Bidder has, before participating in the Bid, carefully examined the Project details, soil data and made independent evaluation and analysis of the Project.
8. The clarifications to the queries of all the Bidders will be consolidated and will be issued as amendment/corrigendum to the tender specification after pre-bid meeting.
9. GREENKO KA01 IREP PRIVATE LIMITED reserves the right to respond to any e-mail received by it and GREENKO KA01 IREP PRIVATE LIMITED does not warrant the privacy and/or security of e-mails during internet transmission.
10. Any downloading soft copy of the tender documents from the GREENKO KA01 IREP PRIVATE LIMITED web site is at the sole risk and responsibility of the Bidder. GREENKO KA01 IREP PRIVATE LIMITED will not be responsible for any delay/difficulty/ inaccessibility of the downloading facility for any reason whatsoever.

11. Bidders ought to ensure that they have downloaded the complete set of bid documents and shall be the sole responsibility for the completeness of the bid documents and may note that any omission or lack of clarity in the downloaded copy will not be taken as a reason for submission of incomplete offer or will not entitle the Bidders to claim for changing of schedule dates of the tender process. In such cases, it will be the sole responsibility of the Bidders to get clarifications from the tender inviting authority well before submitting tenders within stipulated time for submission of bids.
12. Amendments/Addendum, if any will also be posted on GREENKO KA01 IREP PRIVATE LIMITED website (www.gseplirep.com) for downloading. GREENKO KA01 IREP PRIVATE LIMITED will not be responsible for amendments being or not being kept tracked from time to time by the Bidders.
15. GREENKO KA01 IREP PRIVATE LIMITED reserves the right, without prejudice to other rights under terms and conditions of the ICB and tender documents or other remedies available to cancel tenders without assigning any reasons and will not entertain any correspondence in the matter. GREENKO KA01 IREP PRIVATE LIMITED accepts no liability whatsoever and will not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from use of GREENKO KA01 IREP PRIVATE LIMITED website or from cancellation of tenders.
16. For all queries, please reply to: prakash.c@greenkogroup.com

Note: GKA01 reserves the right to add, omit or delete any clause (technical or commercial) till the time of Pre-Bid meeting and shall be posted on their Website. However, it is the responsibility of the Bidder to note the same while considering for Bid Submission including addendum if any.

III.SCHEDULE DATES OF BID: Please refer to the ICB Part-I of Volume I

IV.SALIENT FEATURES OF THE PROJECT:

The Saundatti Pumped Storage Project is a part of Integrated Renewable Energy project, proposed to be constructed at Saundatti Village, Karnataka, India.

V.CRITICAL INFORMATION

1) **ELIGIBILITY CRITERIA:** Please refer to the Clause-21 of Part-I of Volume I

2) **COST OF BIDDING:**

The Bidders shall bear all costs associated with the preparation and submission of the bid and GREENKO KA01 IREP PRIVATE LIMITED will in no case be responsible or liable for those costs, regardless of the contract or outcome of the bidding process.

3) **AMENDMENT OF BIDDING DOCUMENTS:**

At any time prior to the due date & time for submission of bids, the GREENKO KA01 IREP PRIVATE LIMITED may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents, bidding process, terms and conditions, specification, etc. The GREENKO KA01 IREP PRIVATE LIMITED may, at its discretion, extend the due date & time for submission of bids.

4) **LANGUAGE OF BIDS:**

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English language only.

5) **SCOPE OF THE PROPOSAL:**

The Bidder's proposal shall cover all the items and Works specified above with the accompanying Technical Specifications which shall include all Items/Works which are essential for the satisfactory performance of the Works, even though not specifically mentioned in these specifications, schedules etc.

- a) The Bidder is deemed to have acknowledged that prior to the submission of this Bid, the Bidder has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposals, Scope of the Works, Specifications and Standards, Site, local conditions, physical qualities of ground, subsoil and geological investigations, traffic volumes, suitability and availability of access routes to the Site are obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it during the course of performance of its obligations hereunder. Save as provided in clause, the Employer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidder confirms that it shall have no claim whatsoever against the Employer in this regard.

- b) Bidders to note that during the process of approvals, any modifications, suggestions/ Recommendations informed by such Statutory Authorities in the interest of safety shall also be included in the scope of works and shall be carried out at no extra cost to GREENKO KA01 IREP PRIVATE LIMITED even though the drawings for such installations are approved by the Employer, though not specifically mentioned in the ICB.
- c) The Description of works mentioned in technical specification are minimum required and Bid Price shall be on Lumpsum basis. However additional quantities/works required if any during detailed design and engineering for completeness of Works shall be included and is in the scope of Bidder without any additional Cost to Employer. The Bid Price shall remain **FIRM & FIXED** till completion of the works including time extensions if any
- d) Upon submission of the documents, quoting the Bid Price and participating in the Bid, the Bidder acknowledges and accepts to have satisfied itself as to the correctness and sufficiency of the Bid Price.
- e) Likewise, the Bidder acknowledges and accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause (a) above and hereby acknowledges and agrees that the Employer shall not be liable for the same in any manner whatsoever to the Bidder, or any person claiming through or under any of them, and shall not lead to any adjustment of Contract Price or Scheduled Completion Date due to variations in Quantities or data unless otherwise specified.
- f) The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause (a) above shall not vitiate this Contract or render it voidable.
- g) Except as otherwise provided in this Bid, all risks relating to the Project shall be borne by the Bidder; and the Employer shall not be liable in any manner for such risks or the consequences thereof
- h) Additional costs if any due to variation in BOQ or Works will be to Bidder's account only and Price shall not be escalated on any ground whatsoever, unless otherwise specified in this Tender.
- 6) **SUBMISSION OF DOCUMENTS:**

The Bidder shall furnish the relevant documents fulfilling the qualifying criteria along with their bid, otherwise the bid is liable for rejection. Therefore, the Bidder is advised to study all terms and conditions of the tender including specifications, conditions for submitting complete and comprehensive Bid. Failure to comply with any of the terms and conditions or instructions of the bid with insufficient particulars which are likely to render fair comparison of tender as a whole impossible may lead to rejection even if otherwise it is a competitive offer/ tender.

The documents to be submitted shall be signed, stamped and submitted on or before the specified time and date. For email submission of technical & PQ document, the Bidder shall ensure submitting of the scanned documents only after signing and stamping.

7) **PRICE:**

The Bidders shall quote in their proposals a **FIRM & FIXED Price** for the entire scope of Civil and Hydro-Mechanical works, fabrication, erection, testing & commissioning including Interfacing Tests of the Scope (covered under the Technical Specification). **The Bidders are requested to furnish the detailed item-wise price break-up as supporting document for the works as stipulated in the bid documents Volume IV, Part II.**

The above Contract Price shall be firm & fixed till completion of contract period including time extensions if any without any variation of the original Contract Price.

8) **DUTIES AND TAXES:**

GST and other levies payable shall be shown separately in the Price Bid of Volume IV, Part II. The price shall exclude GST as per prevailing rates. However, Royalties, TDS, Labour cess, BOCW, EPF, ESI, GIS, all other labour charges as per Indian Law shall be deemed to be included in the account of Bidder.

If any new statutory levies, revision in duties and taxes are imposed in respect of goods contracted to be supplied and or works to be executed on or after the date of Contract and before the expiry of the Contractual delivery date, such imposition or variation in levies shall be to the Employer account. Any increase on account of imposition of or variation in statutory levies on goods contracted to be supplied and or works to be executed occurring after the expiry of the original contractual delivery date shall be to the Contractor's account and if there is any downward variation/revision the benefit shall be passed on to Employer. This is applicable for the transactions between Bidder and Employer only.

The statutory variation from the date of Bid submission to Contract signing date is to Employer's account.

If any Duties / Tax exemptions, reductions, allowances or privileges may be available to the Employer under MNRE or Renewable energy schemes in the Country / State where the site is located, or Central and State Governments Laws, the Contractor shall ensure to claim such benefits / incentives to the benefit of Employer to the fullest extent without any loss for which the contractor would be liable. The contractor is solely responsible to comply with all the statutory obligations either by himself or on behalf of the employer for execution of the project and the employer is in no way responsible for any such non-compliance or misinterpretation of provisions of law for whatsoever reasons.

9) **ARTICLES OF ASSOCIATION:**

Bidder shall, along with the Bids, produce the authenticated documents such as, Memorandum of Association & Articles of Association, partnership deed, bye laws as the case may be as a proof of its constitution, its full details with address and persons authorized to sign the Contract, so as to bind the Bidder's entity.

The said documents must be authenticated by the local authorities at the place of issue. Any of the Bid which does not contain these documents, or contain incomplete documents, or does not conform to the aforesaid forms, may be at the discretion of the Employer be excluded from being considered.

10) BID SECURITY (EMD):

Offers must accompany EMD of Rs.10.00 Crores [Rupees Ten Crores only]. The EMD can be paid in any of the following modes:

Bid Security shall be in the form of a Bank Guarantee from any Nationalized/Scheduled bank.

The B.G. shall have the validity up to 180 Days (from the date of bid submission) with a claim period of 90 days thereafter.

The EMD shall be forfeited, if

- i Bidder withdraws the bid before expiry of its validity.
- ii Successful Bidder does not accept the LOA/Contract or fails to enter into a Contract within the specified period.
- iii Successful Bidder fails to furnish Contract Performance Bank Guarantee/ security within the period specified, from the date of issue of LOA/ or on the date of signing of the Contract, whichever is earlier.
- iv The offer is disqualified for the reasons stated in the bid documents.
- v Once the Bidder submitted their bids, they shall not be permitted to withdraw their offers under any circumstances and if they do so, such Bidder will be Blacklisted and the EMD paid by them shall be forfeited.

Refund of EMD:

In case of successful Bidder EMD will be returned on application and on production of original receipt after finalization & signing of EPC contract and after furnishing Contract Performance Bank Guarantee.

For unsuccessful Bidders, the EMD/ BG shall be returned within 3 months from the date of Signing of Agreement with the Successful Bidder.

11) VALIDITY OF OFFERS:

The offers shall be valid for a period 180 days from the date of bid submission due date as specified in the ICB. The period of validity cannot be counted from any other date other than the date of opening the Pre-qualification bids.

During this period the Bidder will not be permitted to withdraw or vary their offers, once made and if they do so, the EMD shall be forfeited.

Prior to expiry of the original bid validity period, the Employer may request the Bidders to extend the period of validity for a specified additional period. The request and the responses there to shall be made in writing or by e-mail. A Bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his EMD for the period of the extension, and in compliance with Clause 10(Earnest Money Deposit) in all respects.

12) PAST EXPERIENCE:

The comprehensive list of past projects implemented by the Bidder in India and abroad indicating clients, dates, size of the projects completed and any other relevant information along with P.O./Contract details and performance

reports/certificates from the Customers, shall be furnished along with technical offer.

13) **COST COMPENSATION FOR DEVIATION:**

The list of Declared technical deviations (Un priced) and the list of declared commercial deviations (unpriced) shall be provided as part of the Technical bid.

Deviations specifically declared by the Bidders in respective Deviation Schedules of Bid Proposal Sheets only will be taken into account for the purpose of evaluation.

Bidder may note that deviations, variations and additional conditions etc., found elsewhere in the bid other than those stated in the Deviation schedules, say those pertaining to any rebates, will not be given effect to in evaluation and it will be assumed that the Bidder complies with all the conditions of Bidding Documents.

In case Bidder refuses to withdraw, without any cost to GREENKO KA01 IREP PRIVATE LIMITED, those deviations, which the Bidder did not state in the Deviation Schedules, the EMD of the Bidder will be forfeited.

Offers should strictly be in conformity with specifications/ drawings as stipulated in the enquiry. In case no deviations are indicated specifically in Deviation Schedules, it will be taken for granted that Work (s) has/ have been offered strictly as per the requirements given in the tender Specification/Bid document.

14) **LOCAL CONDITIONS**

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 works covered under these documents and specifications. The Employer will not entertain any request for clarifications from the Bidders, regarding such local conditions.

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 will be entertained by the Employer neither any change in the time schedule of the contract nor any financial adjustment arising thereof which are based on the lack of such clear information, its affect on the cost of the works to the Bidder shall be permitted by the Employer.

15) **PRICED QUOTATIONS**

All priced quotations should be in Indian Rupees (INR) only

The Bidder should quote his **lowest Firm & Fixed prices** valid for the duration and completion of the contract for the scope of Civil and Hydro-Mechanical works, including supplies, erection, testing and commissioning of the Scope of works. No enhancement of prices for whatsoever reason will be allowed once the offer is accepted. Quotation should carry the name of the manufacturers for the plant offered. **The Bidder should mention the prices only in the price bid of the tender specification and not elsewhere in the tender document.**

16) INSURANCE:**a) Employer's scope:**

Erection All Risk Insurance for Entire project (Project Insurance)

b) Contractor's scope:

- Transit risks of machinery and material upto reaching our project site (i.e. upto Stores)
- insurance for contractor's men, plant and machinery for execution of works
- loss or damage to project property due to mishandling and/or negligent act of Contractor's/sub contractor's employees and their representatives
- Insurance policy mandatory Deductibles under the Project Insurance Claims

Please refer SCC Clause No. 27 of Part I of Volume-II

17) AWARD OF CONTRACT

Notification of Award (NOA) of Contract will be made in writing to the successful Bidder by the Employer.

The Employer does not pledge to accept the lowest or any bid and reserves the right of accepting the whole or any bid as he may think fit without assigning any reason. No bid shall be deemed to have been accepted unless such acceptance is notified in writing to the Bidder by the Employer

18) COMPLETION PERIOD:

The basic consideration and essence of the contract shall be the strict adherence to the time schedule for performing the specified works.

Completion period shall be 28 months from effective date

The Bidder shall also indicate the specific periods for each work for the following:

1. Mobilization of Bidder's Equipment & Machinery
2. Mobilization of Workers at Site
3. Site Fabrication works
4. Civil Works Schedule including Detailed Engineering
5. Hydro Mechanical Works Schedule including Detailed Engineering
6. Testing and Commissioning Procedures for Hydraulics & Seepage Testing (As applicable)

Bidder shall be required to state the period of time within which they will complete each part of the Civil and Hydro-Mechanical works. The schedule of Completion of works shall be planned in such a way that the works its requirement for erection as per approved schedule.

Note: i) Detailing of time schedules of post award activities (PERT network) will be finalized with the successful Bidders after award of contract.

ii) The Offers not complying with the completion schedule shall be considered non-responsive and shall not be evaluated

- In case, any of the Works for the project are not completed within the Contract Network Schedule, the GREENKO KA01 IREP PRIVATE LIMITED may resort to engage another Contractor to complete the Works from elsewhere at the risk and cost of the Contractor/Bidder and recover all such extra cost incurred by the GREENKO KA01 IREP PRIVATE LIMITED in executing the Works by above procedure.
- Alternatively, the GREENKO KA01 IREP PRIVATE LIMITED may terminate the Contract completely or partly without prejudice to its right under the alternative mentioned above.
- In case of recourse to alternatives above, the GREENKO KA01 IREP PRIVATE LIMITED shall have the right to carry out the Works to meet the urgency of requirements caused by Bidders failure to comply with the scheduled delivery period irrespective of the fact whether the Works are similar or not at the Risk & Cost of the Contractor/Bidder.

19) **CONSTRUCTION PROGRAMME:**

1. The Bidder shall furnish within Fifteen days of the LOA, a programme showing the sequence in which Contractor proposed to carry out the work, monthly progress expected to be achieved, also indicating date of mobilization of the plant and machinery for carrying out Civil and Hydro-Mechanical Works. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed and as per-Contract Network Schedule specified and shall obtain the approval of the Engineer-in-charge.
2. Further rate of the progress as in the program shall be kept upto date. In case it is subsequently found necessary to alter this program, the Bidder shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by the Director (Projects). No revised program shall be operative without approval of Engineer-in-charge.

20) **DELAYS IN COMMENCEMENT OR PROGRESS OR NEGLECT OF WORK AND FORFEITURE OF CONTRACT PERFORMANCE BANK GUARANTEE AND WITHHELD AMOUNTS**

- a) If, at any time, the Director (Projects)/Employer shall be of the opinion that the Bidder is delaying in Commencement of the Civil and Hydro-Mechanical works or violating any of the provisions of the Contract or is neglecting or delaying the progress of the work as defined by the, "**CONTRACT NETWORK SCHEDULE**", he shall so advise the Bidder/Contractor in writing and at the same time demand compliance in accordance with instructions to Bidder and conditions of Contract. If the Bidder neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Director (Projects)/ Employer to take suitable action as per contract including but not limited to Termination of the Contract , forfeiture of CPBG and make claims from the withheld amounts of the Bidder's invoice.
- b) In case of delay by the Contractor/Bidder in performing its part of the obligations under the Contract, which exceeds 28 months as per actual completion as stipulated above, the Contractor shall be liable to pay Liquidated Damages as specified in the SCC, without prejudice to the rights of the Employer to Terminate

the Contract, to engage another contractor for completion of the works and to claim specific performance of the Contract from the Contractor/Bidder.

21) **CONTRACT QUALITY ASSURANCE PLAN/PROGRAMME**

The Works shall be carried out in the best and most substantial and most workman-like manner and with materials of the best or of approved quality for their respective uses as per Good Industry Practices.

The Bidder shall include in his proposal the Quality Assurance Plan/Programme containing the overall quality management and procedures which they proposes to follow in the performance of the supplies and works during various phases as detailed in relevant clauses of these bid documents.

To ensure that the Works under the scope of this Contract at the Employer's site or at any other place of work are in accordance with the specification, the Bidder shall adopt suitable quality assurance plan/programme to control such activities at all points, necessary. Such programme shall be outlined by the Bidder and shall be finally approved by the Employer/Director(Projects) after discussions before the award of Contract.

22) **MAINTENANCE OF TOOLS AND TACKLES & CONSTRUCTION MACHINERY**

The proposal shall include all special tools and tackles & Construction Machinery required to carry out the Works successfully at Site. The Bidder shall indicate all the above items in the proposal sheets in the form of a schedule giving therein the description and the quantity of each item.

It is the Bidder's / Contractor's responsibility to ensure periodical maintenance, availability of spares and availability of the Construction Machinery which are necessary for achieving Contractual Milestone schedules. Further, the Contractor to ensure the 100% availability of Construction Machinery under all circumstances and no stoppage of Works are allowed. Any delays attributable to Machinery breakdown / non-availability will no way absolve the Contractor's responsibility of meeting Milestone schedules.

23) **DEFECT LIABILITY PERIOD:**

- a) The Bidder shall guarantee that the Works being executed under this contract shall be new and of best quality, workmanship and shall have no defects in manufacture, execution and construction and shall meet the requirements of the specifications, and shall be in all aspects suited for the purpose intended and as per the applicable standards.
- b) The Bidder shall guarantee the satisfactory performance of the Works for Two years (24 Months) from the date of "Commercial Operation" and "Taking Over of Works" by Employer
- c) If during the said defect liability period, the Employer finds any Works to be containing construction defects or defect in workmanship, or defects in execution, the Bidder would be required to promptly execute/repair/supply the replacement against such defective Works/or part of works /component free of cost.

- d) The above defect liability shall also apply to defects noticed up to the stage of COD. The Bidder shall bear all the expenses incurred in connection with the repair or rectify against such defective works inclusive of all other associated and incidental charges involved in completing the said Works to achieve the completion schedules as approved by the Employer. The charges for such rectification/remedy shall not be paid by the Employer. The decision whether correction of the defects should be by the repair or rectification shall be the sole discretion of the Employer.
- e) The Employer and Bidder shall mutually agree to a programme of rectification, or repair which will minimize any interruption in the commercial use of the Works.
- f) In the event, the Bidder fails to undertake necessary steps to repair or rectification of defective Works as stipulated above after receiving notice from the Employer for any defect in the Works, or failure of any Works to conform with the specifications, the Employer may proceed to undertake the repair or rectification of such defective Works or part of the Works at Bidders risk and cost, without prejudice to any other rights of the Employer that may have against the Bidder in respect of such defects.

24) **CERTIFICATE OF COMPLETION OF WORKS**

When the whole of the Works have been completed and has satisfactorily passed final tests, interface with Electro-Mechanical works that may be prescribed by the Contract, the Bidder may give a notice to that effect to the Engineer-In-Charge accompanied by an undertaking to carryout any rectification work during the period of COD and or Defects liability period, such notice and undertaking shall be in writing and shall be deemed to be request by the Bidder for the Engineer-In-Charge to issue a Certificate of completion in respect of the Works.

The Engineer-In-Charge shall, within twenty one days of the date of delivery of such notice either issue to the Bidder, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Bidder specifying all the Works which, in the Engineer-In-Charge's opinion, required to be done by the Bidder before the issue of such Certificate. The Engineer-In-Charge shall also notify the Bidder of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Bidder shall be entitled to receive such Certificate of the Completion within twenty one days of completion to the satisfaction of the Engineer-In-Charge of the Works so specified and making good of any defects so notified.

25) **CHECK LIST**

The Bidders are, however, advised to carefully go through the Bid documents and furnish the necessary information/documents etc., as required. The checklist shall be attached to the letter of Transmittal.

- 26) It is not binding on GREENKO KA01 IREP PRIVATE LIMITED to accept the lowest or any other bid. GREENKO KA01 IREP PRIVATE LIMITED further reserves the right to accept or reject any/ all bids without assigning any reasons thereof.
- 27) The Bidders are requested to refer to the 'Special and General Conditions (of Volume-II) of this Tender. Bidders are requested to refer to these conditions and confirm acceptance in their offer.

28) **PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

Prior to the detailed evaluation of bids, the Employer will determine whether each Bid

- a) meets the eligibility criteria,
- b) has been properly signed & stamped,
- c) is accompanied by the required securities,
- d) is substantially responsive to the requirements of the tender documents, and
- e) provides any clarification and/or substantiation that the Employer may require

A substantially responsive bid is one, which confirms to the terms, conditions and requirements of the tender documents, without material deviation or reservation.

A substantial deviation or reservation is one

- a) which affects in any substantial way the scope, quality or performance of the works,
- b) which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the Bidder's obligations under the Contract, or
- c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- d) The test of substantial responsiveness will be made, inter alia, with reference to meeting the requirements of the following:

29) **Critical Provisions:** No deviations whatsoever are permitted by the Employer to the provisions relating to the following clauses/ conditions:

- 1) **Governing Laws:** The contract shall be governed by and interpreted in accordance with the laws that are in force in India and Courts at Hyderabad will have exclusive Jurisdiction.
- 2) **Payment terms** shall be in accordance with the Clause no. 5.0. of SCC Volume II, Part I
- 3) Contract Performance Bank Guarantee in accordance with Clause no.13.0 of SCC Volume II, Part I
- 4) Rate of liquidated damages and cap on liquidated damages.

5) Completion Period.

If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

Financial Bids will be evaluated only after completion of PQ & Technical bid evaluation. Only in case a PQ & Technical bid has been determined as substantially responsive, the respective financial bid will be evaluated.

30) Contractual and commercial deviations:

The evaluation shall be based on the evaluated cost for fulfilling the Contract in compliance with all commercial, contractual and technical obligations under these tender documents. In arriving at the Evaluated Bid Price, the price for withdrawal of deviations as per Schedule of Deviations provided to the bid will be used. If the cost of withdrawal of any deviation is not given in the Schedule of Deviations of the bid, the Employer will make his own assessment of the cost of such deviations for the purpose of ensuring fair comparison of bids.

31) Employer's Right to accept any Bid and to reject any or all Bids

Notwithstanding above, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to 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 Employer's action. In such event, the Employer shall intimate the same to the Bidder and shall return the EMD Security within 30 days of such Rejection.

32) Letter of Award

Prior to expiration of the period of bid validity, the Employer will notify the successful Bidder by e-mail, confirmed by registered letter, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") shall name the sum which the Employer will pay the Bidder in consideration of the execution and completion of the Project by the Bidder as prescribed by the Contract, thereafter and in the Conditions of Contract called "the Contract Price".

33) Contract Performance Bank Guarantee (CPBG)

The Bidder shall furnish the Bank Guarantee (CPBG) obtained through Nationalized banks /Scheduled Bank/ or confirmation by Indian nationalized banks for 10% of the Contract value within one month from the date of Letter of Award towards contract performance/security deposit in the prescribed proforma failing which the Bid security will be forfeited, and further action will be initiated as per terms and conditions of the tender document

34) Finalization of EPC Contract

The Employer will invite the Successful Bidder to finalize the EPC Contract, within Thirty (30) days, and "Contract Performance Bank Guarantee" shall be submitted on the date of signing of the Contract by the Bidder.

Upon furnishing the Contract Performance Bank Guarantee by the successful Bidder, the Contract became effective and the Employer will promptly notify the other Bidders that their bids have been unsuccessful.

35) CORRUPT OR FRAUDULENT PRACTICES

It is required that Bidders and Sub-Bidders observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy and for the purposes of this provision, the terms set forth below are defined as follows:

- a) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
- c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- e) Employer will reject a proposal for award if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

36) **GUIDE-LINES FOR SUBMISSION OF BANK GUARANTEES**

The Bank Guarantee shall fulfill the following conditions failing which it shall not be considered valid:

- 1) Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of bank.
- 2) Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee executed on the stamp paper of more than 6 months old shall be treated as invalid.
- 3) The contents of the Bank Guarantee shall be as per our Performa enclosed.
- 4) The Bank Guarantee shall be obtained through Indian nationalized banks/Scheduled Banks or confirmation by Indian nationalized banks only.
- 5) The executor of Bank Guarantee (Bank Authority) should mention the Power of Attorney No. and date executed in his/her favour authorizing him/her to sign the document or produce the Photostat copy of Power of Attorney.
- 6) All conditions, corrections, deletions in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
- 7) Each page of Bank Guarantee shall bear BG No. /Date, signature and seal of the Bank.
- 8) Two persons should sign as witnesses mentioning their full name and address.

37) PRE-BID MEETING:

Pre-bid meeting(s) may be held at Hyderabad at the Employer's office.

The pre-bid meetings may take place as indicated in this tender document. Any change in scheduled date of pre-bid meeting will be notified as corrigendum in GREENKO KA01 IREP PRIVATE LIMITED website.

The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The Bidder is requested to submit any questions in writing or by mail, to reach the Employer before the pre-bid meeting as per the dates mentioned.

Minutes of the pre-bid meeting, including the text of the questions raised and the responses given will be uploaded as Corrigendum in GREENKO KA01 IREP PRIVATE LIMITED website.

The Bidder may visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for the design, build and completion of the Works. The costs of visiting the Site shall be at Bidder's own expense.

- 38) DPR (Detailed Project Report) and GDR (Geological Design Report) available at our Engineering Office. Whenever, the Bidder requires the desired information, Bidder can visit our Engineering Office and can see the document. However, the Bidder should communicate their program of visit with prior information.

Contact & Address:

Mr P M Nanda
Sr VP (Engineering)

GREENKO KA01 IREP PRIVATE LIMITED
P#1131/A, Road No: 36, Jubilee Hills
Hyderabad- 500 033

39) THE SUCCESSFUL BIDDER IS REQUIRED TO FURNISH THE FOLLOWING DOCUMENTS:

1. Detailed Work Schedule and execution methodology to Employer before finalizing the Contract schedule.
2. The Bidder shall furnish a Bank Guarantee, which shall be obtained through Nationalized/ Scheduled banks or confirmation by Indian nationalized banks for 10% of the contract value within one month from the date of Letter of Award towards contract performance/security deposit in the prescribed proforma. This guarantee shall remain valid till the completion of Defect liability period including completion period.

Note: The Bidder shall deposit Rs 10 Lakhs + GST, Non-Refundable Demand Draft drawn in favor of "GREENKO KA01 IREP PRIVATE LIMITED", Hyderabad for availing Bid Documents.