

VOLUME-I**PART-II: INSTRUCTIONS TO BIDDERS (ITB)****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 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 further evaluation.

B) SCOPE OF WORK:

For complete Civil and Hydro-Mechanical Works, scope includes for but not limited to:

- Construction of Upstream and Down Stream coffer dams,
- Diversion Tunnels, Adits, Access Tunnels,
- Access Roads,
- Main Dam, Spillway and other appurtenant works,
- Penstocks / Pressure shafts,
- Downstream flood protection works,
- Power Intake,
- Powerhouse
- Tailrace Channel,
- Switch Yard
- Hydromechanical works including steel liner

Prices are FIRM & FIXED up to +30% variation beyond Geological baseline report (GBR) for Surface and Underground works of the above components.

Contract Price shall not be subjected to any Price Escalation for any reason whatsoever, other than star rate items (*Cement, Liner, Structural Steel, Reinforcement, Diesel, Explosives and Labour*)

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 Volume-I, Part-I, of the tender specification. The qualification of the Bidder will be decided by GREENKO DEMWE POWER 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 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. Otherwise, the Bids shall be liable to be rejected.
5. Bids will be processed in two stages. In First stage, the received bids will be evaluated for Pre-qualification requirements as specified in ICB. Only qualified bids will be considered for Price Bid Evaluation in Second stage.
6. The Bidder should read and understand clearly the general instructions and terms and conditions of the tender document before uploading of technical documents and submission of the tender.
7. The pre-bid meeting with the Bidders will be conducted as scheduled in NIT. The Bidders are advised to visit the project site preferably before pre-bid meeting to understand the local conditions and to do needful survey for logistics 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 DEMWE POWER LIMITED reserves the right to respond to any e-mail received by it and GREENKO DEMWE POWER 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 DEMWE POWER LIMITED web site is at the sole risk and responsibility of the Bidder. GREENKO DEMWE POWER 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 solely responsible 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 solely 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 DEMWE POWER LIMITED website (www.greenkogroup.com) for downloading. GREENKO DEMWE POWER LIMITED

will not be responsible for amendments being or not being kept tracked from time to time by the Bidders.

13. GREENKO DEMWE POWER LIMITED reserves the right, without prejudice to other rights under terms and conditions of the NIT and tender documents or other remedies available to cancel tenders without assigning any reasons and will not entertain any correspondence in the matter. GREENKO DEMWE POWER 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 DEMWE POWER LIMITED website or from cancellation of tenders.

14. **Cost of Document**

Nil

15. For all queries, please reply to: narasaiah.av@greenkogroup.com
narasimharao.m@greenkogroup.com

Note: Greenko Demwe Power Limited 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/amendment if any.

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

IV. CRITICAL INFORMATION:

- 1) **ELIGIBILITY CRITERIA:** Please refer to the Clause 19 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 DEMWE POWER 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 for submission of bids, the GREENKO DEMWE POWER 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, PQ Criteria, bidding process, terms and conditions, specification, etc. The GREENKO DEMWE POWER LIMITED may, at its discretion, extend the due date for submission of bids, without assigning any reasons thereof.

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 cost to GREENKO DEMWE POWER LIMITED even though the drawings for such installations are approved by the Employer, though not specifically mentioned in the NIT.
- c. The Description of works mentioned in technical specification are minimum required and Bid Price shall be on Item Rate 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.
- 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 his bid, otherwise the bid is liable for rejection. Therefore, the Bidder is advised to study all terms and conditions of the Tender including technical specifications 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 supply, erection, testing & commissioning including Performance Guarantee Test of the equipment (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 at Volume IV, Part II.

The above Contract price shall be firm & fixed till completion of contract period including extensions if any.

The price shall exclude all duties and taxes like custom Duty, GST, any other cess levied by Govt. of India. However, TDS, Labour cess, BOCW, EPF, ESI, GIS shall be to the account of Bidder.

8) DUTIES AND TAXES:

GST, Customs Duty and other levies payable shall be shown separately in the Price Bid of Volume IV, Part II.

If any new statutory levies, revision in duties and taxes are imposed in respect of goods contracted to be supplied 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.

Any exemption in Taxes & Duties under MNRE/any schemes shall be informed to successful bidder at a later stage of Contract. If any new statutory levies, revision in duties and taxes are imposed in respect of goods contracted to be supplied 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's account. Any increase on account of imposition of or variation in statutory levies on goods contracted to be supplied 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, in the event of delay in Contractor's obligation. This is applicable for the transactions between Contractor and Employer only.

As regards the Indian Income tax, surcharge on Income Tax and any other Corporate Tax, the Employer shall not bear any tax liability in respect of the contracts irrespective of the mode of contracting. The Bidder shall be liable and responsible for payment of such tax, if attracted under the provision of the law. In this connection, attention of Bidders is invited to the provisions of Indian Income Tax Act and circulars issued by the Central Board of Direct Taxes, Government of India. Deduction will be made towards Income Tax at source by the Employer as directed by the Income Tax Department. In the event of services provided by Foreign counterpart, withholding tax deduction shall be applicable as per Indian Law.

Note: Variation in Taxes & Duties (Change in Law) shall be to Employer's account if and only if the extension of Time is granted on a/c of delay in Employer's obligations

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):

Nil

11) VALIDITY OF OFFERS:

The offers shall be valid for a period 180 days from the date of Bid submission date as specified in the NIT. The period of validity cannot be counted from any other date other than the date of submission of 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 - 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 and any other relevant information along with P.O. details and performance reports/certificates from the Customers, shall be furnished along with technical offer.

13) STATEMENT OF DEVIATION:

The list of Declared technical deviations (Un priced) and the list of declared commercial deviations (un priced) 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, as per Employer consideration.

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.

Any deviations, which the Bidder did not state in the Deviation Schedules, found elsewhere in the bid, 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. The Bidder should mention the prices only in the price bid of the tender specification and not elsewhere in the tender document.

The Bidder should mention the prices only in the price bid of the tender specification and not elsewhere in the tender document as per Price Bid Formats of Volume-IV.

16) LETTER OF AWARD

Letter of Award (LOA) 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 in part or any bid as he may think fit or may reject such bids 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

17) COMPLETION PERIOD:

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

36 months from effective date / Notice To Proceed (NTP)

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

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 DEMWE POWER 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 DEMWE POWER LIMITED in executing the Works by above procedure.
- Alternatively, the GREENKO DEMWE POWER 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 DEMWE POWER 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.

18) 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 Engineer-In-Charge/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 there after, be lawful for the Engineer-in-charge / 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 20 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.

19) 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 he 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/Engineer-In-Charge after discussions before the award of Contract.

20) 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.

21) 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.

22) 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.

23) It is not binding on GREENKO DEMWE POWER LIMITED to accept the lowest or any other bid. GREENKO DEMWE POWER LIMITED further reserves the right to accept or reject any/all bids without assigning any reasons thereof.

24) 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.

25) PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

meets the eligibility criteria,
has been properly signed & stamped,
is accompanied by the required securities,
is substantially responsive to the requirements of the tender documents, and
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

which affects in any substantial way the scope, quality or performance of the works,

which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the Bidder's obligations under the Contract, or

Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

The test of substantial responsiveness will be made, inter alia, with reference to meeting the requirements of the following:

26) 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.19.0 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.

27) 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 its own assessment of the cost of such deviations for the purpose of ensuring fair comparison of bids.

28) 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.

29) 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".

30) Contract Performance Bank Guarantee

The Bidder shall furnish the Bank Guarantee obtained through Nationalized banks /Scheduled Bank/ or confirmation by Indian nationalized banks for 3% 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

31) Finalization of Contract

The Employer will invite the Successful Bidder to finalize the 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.

32) 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.

Employer will have the unconditional and unilateral right and authority to reject a Bid and or cancel an award provided in terms hereof, if it determines that the Bidder has engaged in corrupt practice, fraudulent practice, collusive practice, or coercive practice in competing for the award / contract in question

33) 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.

34) PRE-BID MEETING:

Pre-bid meeting(s) may be held at Hyderabad at the Employer's office or through Virtual Meetings

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 DEMWE POWER 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 fax/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 DEMWE POWER 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.

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

- 35)** 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.

36) 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 3% 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.