

**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 meeting the eligibility criteria referred to in this NIT and who have submitted the necessary documents will be treated as responsive bids and will be considered for opening of price bid.

**B) 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.

**II. INSTRUCTIONS TO BIDDERS**

1. Bidders shall submit all the supporting documents for establishing the Eligibility as per the requirements mentioned in Part-I of Volume-I, of the tender specification. The eligibility of the Bidder will be decided by Employer based on the documents submitted by the Bidder.
2. All the forms/documents as mentioned in 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 Documents in Soft copies (PDF Documents by e-mail)
4. A clear break-up of the prices shall be given in the Price Bid.
5. Bids will be processed in two stages (two-part bid). In the first stage, bids will be evaluated on capabilities, credentials and expert manpower availability for ASSS Works. Only qualified bids will be considered for second stage of Price Bid & Commercial Evaluation.
6. The Bidder should read and clearly understand 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 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 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 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. Employer reserves the right to respond to any e-mail received by it and Employer 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 Employer mails is at the sole risk and responsibility of the Bidder. Employer 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. Employer will not be responsible for amendments (by e-mails) being or not being kept tracked from time to time by the Bidders.
15. Employer 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. Employer 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 Employer website or from cancellation of tenders.
16. For all queries, please reply to: [prakash.c@greenkogroup.com](mailto:prakash.c@greenkogroup.com)

Note: Employer 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 NIT Part-I of Volume I

**IV.SALIENT FEATURES OF THE PROJECT:**

This ASSS Package is a part Pumped Storage Project (PSP) and it is an integral part of Integrated Renewable Energy Project (IREP), proposed to be constructed at Pinnapuram Village, Panyam Mandal, Kurnool Dist., Andhra Pradesh, India.

**V.CRITICAL INFORMATION**

- 1) **ELIGIBILITY CRITERIA:** Please refer to the Clause-18 of Part-I of Volume I
- 2) **AMENDMENT OF BIDDING DOCUMENTS:**  
At any time prior to the due date & time for submission of bids, the Employer 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 Employer may, at its discretion, extend the due date & time for submission of bids.

3) **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.

4) **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 Works which are essential for the satisfactory performance of the ASSS Package, even though not specifically mentioned in these specifications, schedules etc.

- a) 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 Employer even though the drawings for such installations are approved by the Employer, though not specifically mentioned in the NIT.
- b) The Bid Price shall remain **FIRM & FIXED** till completion of the works including time extensions if any
- c) 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.
- d) 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.
- e) 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.

5) **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.

6) **PRICE:**

The Bidders shall quote in their proposals a **FIRM & FIXED Price** for the entire scope of ASSS Package (covered under the Technical Specification). **The Bidders are requested to furnish the detailed price break-up as supporting document for the ASSS Package**

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.

7) **TAXES AND DUTIES:**

GST and other levies shall be reimbursed extra at actuals against proof of payment receipts. The Employer shall not liable to pay or release on account of penalties or fines for the reasons not attributable to the Employer.

Customs Duty for the Construction Equipment to be brought by the Contractor shall be to Contractor's account including Customs clearance in India. Further, while taking back the Construction Equipment after completion of ASSS Works, applicable Custom duty and Clearances shall be to Contractor's Account.

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 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.

8) **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 NIT. The period of validity cannot be counted from any other date other than the date of opening the Pre-qualification bids.

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.

9) **PAST EXPERIENCE and CREDENTIALS:**

The comprehensive list of past projects for ASSS Works implemented by the Bidder in India and abroad indicating clients, dates, size of the projects completed and any other relevant information details and performance reports/certificates from the Customers, shall be furnished along with technical offer.

**10) LOCAL CONDITIONS**

It will be imperative on each Bidder to fully inform itself 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.

**11) 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

**12) 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 10 months from the date of readiness of Work Front (excluding mobilization)**

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

1. Mobilization of Bidder's Equipment & Machinery
2. Mobilization of Experts at Site
3. Quality Control procedures
4. Testing Procedures

Bidder shall be required to state the period of time within which they will complete the ASSS works.

**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 Employer 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 Employer in executing the Works by above procedure.

- Alternatively, the Employer 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 Employer shall have the right to carry out the Works to meet the urgency of requirements caused by Bidders failure to comply with the scheduled completion period irrespective of the fact whether the Works are similar or not at the Risk & Cost of the Contractor/Bidder.

13) **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 ASSS 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**", they 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 12 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.

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

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

The Bidder shall include in their proposal the Quality Assurance Plan/Programme containing the overall quality management and procedures which they propose to follow in the performance of the ASSS 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.

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

The proposal shall include all special tools and tackles & Construction Machinery required to carry out the ASSS 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.

**16) CERTIFICATE OF COMPLETION OF WORKS**

When the whole of the ASSS Works have been completed and has satisfactorily passed final tests, interface 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 carry out any rectification work during the period of "HOTO" 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.

**17) 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 substantially responsive to the requirements of the tender documents, and
- d) 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

18) **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 within 30 days of such Rejection.

Notwithstanding anything stated above, the employer reserves the right to assess bidder's capability and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the Employer

19) **Letter of Award (LOA)**

Prior to expiration of the period of bid validity, the Employer will notify the successful Bidder by e-mail, confirmed by 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, thereinafter and in the Conditions of Contract called "the Contract Price".

20) **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 or of Internationally reputed banks of acceptable nature 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



**21) 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.

**22) 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.

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.

**23) PRE-BID MEETING:**

Pre-bid meeting(s) may be held at Hyderabad at the Employer's office or through Virtual Meetings(due to Covid-19 pandemic)

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 by mail to all the Bidders.

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 communicated by a Corrigendum through e-mail.

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.

- 24) For all technical queries,

**Mr P M Nanda**  
**Sr.VP (Engineering Services)**

**Email : [nanda.pm@greenkogroup.com](mailto:nanda.pm@greenkogroup.com)**

- 25) For all Commercial queries

**Mr. Ch K Prakash**  
**AVP-C&P (IREP Projects)**

**Email: [prakash.c@greenkogroup.com](mailto:prakash.c@greenkogroup.com)**