

**NHPC LTD.  
(A GOVT.OF ENTERPRISE)  
CIN: L4010HR1975GOI032564**



**TENDER DOCUMENT FOR RESTORATION OF DAMAGED HM  
COMPONENTS AT TEESTA-V POWER STATION LOCATED IN  
EAST SIKKIM DISTRICT IN THE STATE OF SIKKIM  
(NOVEMBER 2023)**



**TENDER NO.NH/CCW/CC-IV/CO-278/PR-11123/190  
CONTRACT (CIVIL) DIVISION  
REGD.OFFICE: NHPC OFFICE COMPLEX,  
SECTOR-33,FARIDABAD-121003**

**VOLUME-0**

**NOTICE INVITING TENDER (NIT)**

**INSTRUCTIONS TO BIDDERS (ITB)**

## **NOTICE INVITING E-TENDER (NIT)**

**NHPC LIMITED**  
**(A Govt. of India Enterprise)**  
**CIN: L40101HR1975GOI032564**

**E-Tendering – Web Notice**  
**Domestic Competitive Bidding**  
**(LIMITED TENDER ENQUIRY)**

**Tender Reference No.:2023\_NHPC\_780358\_1**

**Dated: 09.11.2023**

Online Bids (Limited Tender Enquiry) are invited by NHPC Limited hereinafter referred to as “the Owner” through **Domestic Competitive Bidding in Single Stage -Two Part Bidding** Basis (i.e. Part-I: Technical- Bid and Part-II: Financial Bid) with e-Reverse Auction (e-RA) from eligible bidders for **Restoration of Damaged HM Components at Teesta-V Power Station, 510 MW (3 x 170MW), located in East Sikkim District of Sikkim State , India** as briefly described hereunder:

i)	Tender Reference No.	NH/CC-IV/CO-278/PR-11123/190
ii)	Tender ID	<b>2023_NHPC_780358_1</b>
iii)	Mode of tendering	e-Procurement System (online)  Cover- I - Online Techno-Commercial Bid Cover- II - Price Bid through web portal of Central Public Procurement Portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>
iv)	Scope of the Works	As per Clause-1.3 of General Technical Specification (GTS).
v)	Estimated Cost	<b>INR 77.23 Crores.</b>
vi)	Time for Completion	<b>15 months</b>
vii)	i) Earnest Money Deposit/Bid Security	i) <b>INR 1.16 Crores</b>
viii)	NIT Issue date & Tender View Date and time	09.11.2023 (18:00 Hrs.)
ix)	Period of Bid Validity	180 Days
x)		
xi)	Date of Starting of submission of e-Tender for online Techno-Commercial Bid and price Bid at <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>	10.11.2023 (11:00 Hrs)
xii)	Deadline for submission of online Techno-Commercial Bid & Price Bid.	16.11.2023 (15:00 Hrs.)
xiii)	Deadline for submission of Hard Copy (Offline documents) to Tender Inviting Authority	17.11.2023 (Half Hour before opening of Techno-commercial Bid)
xiv)	Venue, Date & time of opening of	<u>Venue:</u> O/o General Manager(CC-IV), Contracts-

	online and offline bids:	Civil Division, 2 <sup>nd</sup> Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)
	a) Part-I - Techno-Commercial Bid	a) 17.11.2023 (15:30 Hrs.)
	b) Part II - Price Bid	b) Date and Time to be intimated later to the bidders whose Techno-commercial bids will be found responsive
xv)	Date & Time of Start of e-Reverse Auction	Shall be intimated separately by NHPC
xvi)	Tender Inviting Authority	<b>General Manager (CC-IV),</b> Contracts-Civil Division, 2nd Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana), E-mail: contcivil4-co@nhpc.nic.in

- 1.1 Complete tender can be viewed and submitted through Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> (link to reach at site is also available at tender corner as 'eProcurement' at [www.nhpcindia.com](http://www.nhpcindia.com)). Bids shall be submitted online at CPPP website only i.e. at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders' for the e-submission of the bids online through the Central Public Procurement Portal.

## 2 Special Instructions to Bidders for E-tendering:

### 2.1 Registration:

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "Online Bidder Enrollment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smart Card.
- Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

### 2.2 Searching for Tender Documents:

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such

as Organization Name, Form of Contract, Location, Date, other keywords etc. to search for a tender published on the CPP Portal.

- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. **These tenders can be moved to the respective 'My Tenders' folder.** This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

### 2.3 Preparation for submission of Bid:

The Techno-Commercial Bid and Price Bid to be submitted on-line at <https://eprocure.gov.in/eprocure/app>.

- i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.

- ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

### 2.4 Submission of Bids:

- i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.



- iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- viii) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.

Bidders shall download the Bill of Quantities, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the template of Bill of Quantities file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of the tender document.

- ix) The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in Cover-II will result in rejection of the tender.
- x) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- xi) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- xii) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- xiii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- xiv) After submission of the bid, the bidder can re-submit revised bid any number of times but before stipulated deadline for submission of bid. The bidders are advised not to withdraw their bids as once the bid is withdrawn, they cannot participate in same tender again.

## 2.5 Assistance to Bidders:

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk Number 0120-4001002, 0120-4001005, 0120-6277787 E-mail: [support-eproc\[at\]nic\[dot\]in](mailto:support-eproc[at]nic[dot]in).

## 2.6 Four Key Instructions for Bidders:

The following ‘**Four Key Instructions for Bidders**’ must be assiduously adhered to:-

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline.
- ii) Register your organization on CPPP well in advance of tender submission deadline.
- iii) Get your organization’s concerned executives trained on CPPP well in advance of tender submission deadline.
- iv) Submit your bids well in advance of tender submission deadline on portal (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of portal, the fourth instruction is relevant at all times.

**Note: Electronic procurement system will not allow any bidder to place their bids after the expiry of scheduled date & time. NHPC/ NIC/ CPPP shall not be responsible for any delays / problems related to bandwidth, connectivity etc., which are beyond the control of the NHPC/ NIC/ CPPP.**

## 3. Eligible Bidders

### 3.1.1 This Invitation for Bid is open to:

- a) The bidders who are incorporated legal entity and are legally and financially autonomous and operate under commercial law of their respective jurisdiction.
- b) This Invitation for bid is open to the approved list of shortlisted bidders whose login ID have been configured by the employer at CPP Portal.

### 3.1.2 Deleted.

### 3.1.3 Bidders shall not be under declaration of ineligibility for banning/ de-listing/ black listing/ debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact (Clause 2.3 of ITB) at the time of submitting the bid and shall intimate immediately of any such banning/de-listing/black-listing /debarment after submission of bid till award of Tender. Self-Declaration in this regard is to be submitted as per the enclosed Proforma (Attachment-7, of Volume-5 : Forms & Procedures).

### 3.1.4 Deleted

### 3.1.5 The bidder(s) shall include the following information and documents with their bids in, Qualification Information unless otherwise stated in the ITB:

- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder. Additional information as sought in the Eligibility Form-1 ‘General Information’, ITB shall be provided;



- b) Deleted.
- c) Deleted
- d) Other requisite information shall be furnished in Eligibility Form-5, 5A, 7 & 8 of ITB.

### 3.2 QUALIFICATION CRITERIA

#### 3.2.1 BIDS OF ANY INSOLVENT FIRM:

The Bidder against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy code 2016, or as amended from time to time shall not be eligible for bidding. The same shall also be applicable to the bidder company who has taken unconditional technical and/or financial support from their Parent/Holding Company, against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016, or as amended from time to time (IBC 2016 hereafter).

In case, bidder in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016, the bidder shall be considered as ineligible and his bid shall be rejected.

An undertaking that “no insolvency proceeding is admitted by the Adjudicating Authority against bidder under the IBC 2016” shall be submitted on letter head duly signed by the authorized representative of bidder.

Further, the bidder after submitting the bid till the time of award of work, shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.

### 3.3 Signing of Integrity Pact:

To improve transparency and fairness in the tendering process NHPC is implementing Integrity Pact and same shall be applicable to this tender.

The Integrity Pact, signed by all the prospective Bidders and NHPC Ltd., shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the Tendering process. On award of the tender, the Integrity Pact shall be signed by the successful bidder and the Owner and commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with NHPC Ltd. shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa provided in Tender Document is a basic qualifying requirement.

To oversee the compliance of obligations under the Integrity Pact, following Independent External Monitor(s) (IEMs) have been appointed by NHPC Ltd.

*Dr. Vinod Aggarwal,  
B-103, Sarvodaya Enclave,  
2<sup>nd</sup> Floor,  
New Dehi-110017  
E-mail: iem.nhpc@gmail.com*

*Sh. Prabhash Singh,  
E7M702, Housing Board Colony,  
Arera Colony, Bhopal,  
Madhya Pradesh- 462016,  
E-mail: iem.nhpc@gmail.com*

Integrity pact is to be executed on plain paper at the time of submission of bid. The successful bidder (contractor) shall submit duly executed Integrity Pact on Non-judicial Stamp Paper of appropriate value as per stamp act applicable in the state of Haryana, India prior to signing of Contract Agreement.

4. Bids of only those prospective Bidders who have downloaded the Bid Documents and are meeting the Eligibility Criteria specified above will only be considered for further evaluation and award of the Contract. Bidders will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria. NHPC Ltd. will, check and ascertain whether the bidder fulfils the Qualifying Criteria specified. In case, the qualifying criteria is not found met as per the requirement of tender document, the Bid of such bidder shall be considered as non-responsive and their Price Bid shall not be opened.
5. The Owner reserves the right to accept or reject any bids, or cancel/ withdraw invitation to bid for any reason including national defense and security considerations, and annul the bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder(s). However, the bidder(s), who wish to seek reason for such decision of cancellation/rejection, shall be informed of the same by Owner unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interests of the state, relation with foreign State or lead to incitement of an offence.
6. Further, bidders from countries which share land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in order Public Procurement No.2 dated 23.07.2020 or its subsequent revisions/amendments), shall comply with the provisions of "Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017" dated 23.07.2020 and its subsequent amendments.
7. **Purchase Preference to Make in India suppliers: Order 2017:**  
Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No: P-45021/2/2017-BE-II dated 15.06.2017 of DIPP as amended by order no. P-45021/2/2017-BE-II dated 28.05.2018, order No. P-45021/2/2017-BE-II dated 29.05.2019 order no. P-45021/2/2017-BE-II dated 04.06.2020, order No. P-45021/2/2017-BE-II dated 16.09.2020, aMOP order no A-1/2021-FSC-Part(5) dated 16.11.2021 and any subsequent amendments shall be applicable in this tender.

Bidders seeking benefits under preference to Make In India (linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 and any subsequent amendments. Bidders shall provide self-certificate / certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies), indicating whether they are class-I local supplier / class-II local supplier and the offered items meet the local content requirement of the same. They shall also indicate percentage of local content for the item and give details of the locations at which the local value addition is made. Public Procurement (Preferences to Make in India) Policy (including its latest modifications/amendments) as may be prevailing on the date of Price Bid Opening shall be applicable against this tender. Bidders are requested to go through the Public Procurement (Preferences to Make in India) policy.

8. Online submission of the Bids (incl. attachments) will not be permitted on the portal after expiry of submission time and the Bidders shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy (ies) in original within the stipulated deadline, its bid shall be considered as late and shall not be considered at all any further. Offline documents, if received by the Owner after the deadline for submission of hardcopies, then it will be considered as late bid even if the bidder has uploaded the bid online with in the deadline. In such a case, the bid uploaded on the portal shall not be considered at all any further.
9. Bids will be opened as per the schedule at the aforesaid venue. In case the office happens to be closed on the date of opening of bid as specified, the same will be opened on the next working day at the same time and venue.
10. Tenderer who has downloaded the tender from the NHPC website nhpcindia.com or Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender document including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NHPC.
11. The bids, as well as all correspondence and documents relating to the qualification exchanged by the bidders and the Client, shall be in the English language.
12. The details/ information regarding online tendering i.e. Registration on CPP portal, Preparation of Bid and Submission of bid are available in the tender document.
13. Any corrigendum/modification to tender documents shall be published in NHPC/CPP (e-Procurement service provider) website only and the bidders are advised to visit the site regularly before deadline for submission of bids.
14. In case of any difference between wordings of English and Hindi version of 'Notice Inviting Tender', English version shall prevail.

**Note:** Mere downloading of Bid document to/by prospective Bidder shall not be construed that such a bidder automatically fulfills the prescribed eligibility criteria. Whether the bidder meets the specific eligibility criteria or not, shall be checked or ascertained, on opening their bids by scrutinizing documentary evidences furnished by them along with their bid.

**For & on behalf of NHPC Ltd.**

**General Manager (CC-IV),**  
Contracts-Civil Division,  
2nd Floor, Jyoti Sadan,  
NHPC Office Complex,  
Sector-33, Faridabad-121003 (Haryana),  
E-mail: contcivil4-co@nhpc.nic.in  
Tel-0129-2254677



## **INSTRUCTIONS TO BIDDERS (ITB)**

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## Instructions to Bidders

### A. Introduction

#### 1. Bidding Process

##### 1.1 Source of Fund

NHPC Limited, a leading public sector enterprise of the Government of India, hereinafter referred to as the "Employer", is inviting Limited Tender for the Restoration of Damaged Hydro-Mechanical (HM) Components at Teesta Stage-V Power Station (510 MW), (hereinafter referred to as "the Project") affected due to recent flood in the State of Sikkim.

1.2 NHPC will receive bid(s) for subject work as set-forth in the specifications through Domestic Competitive Bidding. All bids are required to be prepared and submitted online through Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>., in accordance with these instructions and terms of Bid Document. The site can also be visited through e-procurement link at [www.nhpcindia.com](http://www.nhpcindia.com).

1.3 This section of the bidding document provides the information necessary for Bidders to prepare online responsive bids, in accordance with the requirements of the Employer. It also provides information on online bid submission, opening, evaluation, e-Reverse Auction and contract award.

##### 1.4 INSTRUCTION FOR ONLINE BID SUBMISSION:

The Bidders are required to submit soft copies of their bids *electronically* on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements/ instructions and submitting their bids online on the CPP Portal.

##### 1.4.1 REGISTRATION:

- (i) The Bidder is requested to visit the link '**Bidders Manual Kit**' at Central Public Procurement (CPP) Portal (URL: <http://eprocure.gov.in/eprocure/app>). Bidders are required to enroll on the e-Procurement module of the CPP Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online Bidder Enrollment**", which is free of charge.
- (ii) As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts
- (iii) During enrolment/ registration, the Bidder should provide the **correct/ true information including valid email-id & mobile no.** All the correspondence shall be made directly with the Contractors/ Bidders through email-id provided.
- (iv) For e-tendering, possession of valid **Digital Signature Certificate** (Class II or Class III Certificates with signing key usage) is mandatory which can

be obtained from SIFY/TCS/ nCode/ eMudra or any Certifying Authority recognized by CCA India on eToken / Smart Card.

#### **1.4.2 SEARCHING FOR TENDER DOCUMENTS**

- (i) There are various search options built in the CPP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Once the Bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved/ saved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- (iii) The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

#### **1.4.3 PREPARATION OF BIDS:**

- (i) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (ii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iii) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/ schedule in pdf/ xls/rar/zip/ jpg/ dwf formats. If there is more than one document, they can be clubbed together using zip format. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other Important Documents"

area available to them to upload such documents. These documents may be directly submitted from the “My Space” area as per tender requirements while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 1.4.4 SUBMISSION OF BIDS:

- (i) Bidder should log onto the site <http://eprocure.gov.in/eprocure/app> well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- (ii) Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the NIT/ tender documents. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid shall be liable for rejection.
- (iii) While submitting the bids online through already downloaded / saved tender in ‘My Tenders’ folder, the Bidder should read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders should select the payment option as ‘offline’ to pay the EMD and enter details of the DD/ BC/ BG.
- (v) Bidder should digitally sign and upload the required bid documents one by one in respective ‘Tender Cover’ as indicated in the tender document.
- (vi) Bidders should note that, the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bidders are requested to note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2 MB, it can be reduced through zip/ rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) Utmost care shall be taken for uploading “Schedule of Quantities & Prices” and any change/ modification of the price schedule shall render it unfit for bidding. Bidder shall download the ‘Schedule of Quantities & Prices’ i.e. BOQ\_XXXX.xls, in XLS format and save it without changing the name of the file. Bidder shall fill their respective rates in figures (financial quotes) and other details (such as name of Bidder) in

white background cells, thereafter save and upload the file online in financial / price bid (Finance) cover without changing the file name. No other cell should be changed

Bidders are requested to note that they should necessarily submit their financial bids in the 'Finance' cover in the format provided and no other format is acceptable. **If the template of "Schedule of Quantities & Prices" file is found to be modified / tampered by the Bidder which tantamount to fraudulent practices, the bid shall be rejected and further dealt as per provision of clause no 2.4 of ITB including forfeiture of EMD.**

**Bidders are cautioned that uploading of financial bid elsewhere i.e. other than in financial cover may result in rejection of the Bid.**

- (ix) Bidder should submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidder at the eleventh hour.
- (x) After the bid submission (i.e. after clicking "Freeze Bid Submission" in the portal), the Bidder should take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidder should follow the server time being displayed on Bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the Bidder would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

#### **1.4.5 ASSISTANCE TO BIDDERS:**

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.

- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk Number 0120-4001002, 0120-4001005, 0120-6277787(E-mail: support-eproc[at]nic[dot]in.

## 2. Eligible Bidders

### 2.1.1 This Invitation for Bid is open to:

- a) The bidders who are incorporated legal entity and are legally and financially autonomous and operate under commercial law of their respective jurisdiction.
- b) This Invitation for bid is open to the approved list of shortlisted bidders whose login ID have been configured by the employer at CPP Portal.

2.1.2 Bidders shall not be under declaration of ineligibility for banning/ de-listing/ black listing/ debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact (Clause 2.3 of ITB) at the time of submitting the bid and shall intimate immediately of any such banning/de-listing/black-listing /debarring after submission of bid till award of Tender. Self-Declaration in this regard is to be submitted as per the **enclosed Proforma** (Attachment-7, of Volume-5: Forms & Procedures).

2.1.3 The bidder(s) shall include the following information and documents with their bids in, Qualification Information unless otherwise stated in the ITB:

- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder. Additional information as sought in the Eligibility Form-1 'General Information', ITB shall be provided;
- b) Other requisite information shall be furnished in Eligibility **Form-5, 5A, 7 & 8 of ITB.**

2.1.4 Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority {i.e Registration Committee constituted by the Department of Promotion of Industry and Internal Trade(DPIIT), Govt. of India}. However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs (23.07.2020, order (PP no.2).

Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids. (point 13, 23.07.2020, Order(PP no.1)

Further the successful bidder shall not be allowed to sub-contract works to any “Subcontractor” from a country which shares a land border with India unless such Subcontractor is registered with the competent Authority {Registration Committee constituted by the Dept of Promotion of Industry and Internal Trade (DPIIT), Govt. of India}. (Point 11, 23.07.2020, Order (PP no.1)

A bidder is permitted to procure raw material, components, sub-assemblies, etc. from the vendors of countries sharing a land border with India without getting registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT, as it is not regarded as “sub-contracting” (circular 12.03.2021)

However, in case a bidder proposes to supply finished goods procured directly/indirectly from the vendors of the countries sharing land border with India, such vendors will be required to get registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT. (Circular 12.03.2021)

Bidders have to submit certificate in accordance with Eligibility Form-1B, Vol.-0 ITB (as per applicability). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for termination and further legal action in accordance with law.

**2.1.5** “Bidder” for the purpose of above referred order (including the term 'tenderer', 'consultant', 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture ( that is an association of several persons, or firms or companies) , every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.(point 6, 23.07.2020, Order(PP no.1)

**2.1.6** Bidders from a country which shares a land border with India” mentioned in para above means; (point 8, 23.07.2020, Order (PP no.1):

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

**2.1.7** The beneficial owner for the purpose of sub clause 2.1.9 above will be as under: (point 9, 23.07.2020, Order (PP no.1)

In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more



juridical person, has a controlling ownership interest or who exercises control through other means.

#### Explanation

“Controlling ownership interest” means ownership of or entitlement to more than twenty five per cent of shares or capital or profits of the company;

“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;

- a. In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- b. In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals
- c. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;
- d. In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**2.1.8** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorised agents, shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017. (Circular dated 12.03.2021)

## **2.2 QUALIFICATION CRITERIA**

**2.2.1** All bidders shall include the following information and documents with their bids in, Qualification Information unless otherwise stated in the ITB:

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business. Notarised written power of attorney of the signatory of the Bid to commit the Bidder.

2.2.2. Each bidder must also produce with their Bid:

- i) Copies of PAN, GST Registration No., EPF Registration No. and ESIC Registration No.
- iii) Such other certificates if any as defined in the ITB.

### **2.3 BIDS OF ANY INSOLVENT FIRM:**

The Bidder against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy code 2016, or as amended from time to time shall not be eligible for bidding.

In case, bidder in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016, the bidder shall be considered as ineligible and his bid shall be rejected.

An undertaking that “no insolvency proceeding is admitted by the Adjudicating Authority against bidder under the IBC 2016” shall be submitted on letter head duly signed by the authorized representative of bidder.

Further, the bidder after submitting the bid till the time of award of work, shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder and any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.

### **2.3 Signing of Integrity Pact:**

To improve transparency and fairness in the tendering process NHPC is implementing Integrity Pact and same shall be applicable to this tender.

The Integrity Pact, signed by all the prospective Bidders and NHPC Ltd., shall commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices in the Tendering process. On award of the tender, the Integrity Pact shall be signed by the successful bidder and the Employer and commit the persons/ officials of both the parties, not to exercise any corrupt/ fraudulent/ collusive/ coercive practices during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with NHPC Ltd. shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa provided in Tender Document is a basic qualifying requirement.

To oversee the compliance of obligations under the Integrity Pact following Independent External Monitor(s) (IEMs) have been appointed by NHPC Ltd.

<i>Dr. Vinod Aggarwal, B-103, Sarvodaya Enclave, 2<sup>nd</sup> Floor, New Dehi-110017 E-mail: iem.nhpc@gmail.com</i>	<i>Sh. Prabhash Singh, E7M702, Housing Board Colony, Arera Colony, Bhopal, Madhya Pradesh- 462016, E-mail: iem.nhpc@gmail.com</i>
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Integrity pact is to be executed on plain paper at the time of submission of bid, irrespective of whether it is from Foreign/ Indian Bidder. The successful bidder (contractor) shall submit duly executed Integrity Pact on Non-judicial Stamp Paper of appropriate value as per stamp act applicable in the state of Haryana, India prior to signing of Contract Agreement.

- 2.4** Bids of only those prospective Bidders who have downloaded the Bid Documents and are meeting the Eligibility Criteria specified above will only be considered for further evaluation and award of the Contract. Bidders will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria. NHPC Ltd. will, check and ascertain whether the bidder fulfils the Qualifying Criteria specified. In case, the qualifying criteria is not found met as per the requirement of tender document, the Bid of such bidder shall be considered as non-responsive and their Price Bid shall not be opened.

**Note: Mere downloading of Bid document by prospective Bidder shall not be construed that such a bidder automatically fulfills the prescribed eligibility criteria. Whether the bidder meets the specific eligibility criteria or not, shall be checked or ascertained, on opening their bids by scrutinizing documentary evidences furnished by them along with their bid.**

### **3. Eligible Plant, Equipment and Services**

- 3.1** For the purposes of these bidding documents, the word "Facilities" means the plant and equipment to be supplied and installed, together with the services to be carried out by the contractor under the contract including design. The words "plant and equipment," "installation services," etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.

### **4. Cost of Bidding**

- 4.1** Deleted
- 4.2** Deleted
- 4.3** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **B. The Bidding Documents**

### **5. Content of Bidding Documents**

5.1 The Facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents. The bidding documents include the following sections:

- |        |  |
|--------|--|
| Vol.0  | Instructions to Bidders (ITB)  |
| Vol.1  | Information for Bidders (IFB)  |
| Vol.2  | Part A: General Conditions of Contract (GCC)<br>Part B: Special Conditions of Contract (SCC) |
| Vol.3A | General Technical Specifications   |
| Vol.3B | Particular Technical Specifications  |
| Vol.3C | Technical Data Sheets  |
| Vol.3D | Model Quality Assurance Plans (MQAP)   |
| Vol.4  | Drawings   |
| Vol.5  | Forms and Procedures (FP)  |
| 1.     | Bid Form and Price Schedules   |
| 2.     | Form of Notification of Awards   |
| 3.     | Form of Contract Agreement   |
| 4.     | Performance Security Forms   |
| 5.     | Bank Guarantee Form for Advance Payment  |
| 6.     | Form of Completion Certificate   |
| 7.     | Form of Operational Acceptance Certificate   |
| 8.     | Form of Taking over Certificate  |
| 9.     | Form of Trust Receipt  |
| 10.    | Form of Indemnity Bonds  |
| 11.    | Form of Authorization Letter   |
| 12.    | Change Order Procedures  |
| 13.    | Deleted  |
| 14.    | Deleted  |
| 15.    | Deleted  |
| 16.    | Deleted  |

17 Deleted

18 Bank Guarantee for release of Retention Money

- 5.2 The Bidder is expected to examine all instructions, forms, terms, technical specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

## **6. Clarification of Bidding Documents**

- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by email at the Employer's mailing address indicated in the Invitation for Bids. Similarly, if a Bidder feels that any important provision in the documents, such as those listed in ITB Sub-Clause 22.5, will be unacceptable, such an issue should be raised at this stage. The Employer will respond to any request for clarification or modification of the bidding documents. If deemed fit, Employer's response (including an explanation of the query but not identification of its source) will be uploaded in CPP portal.
- 6.2 The Bidder is advised to visit and examine the site where the Facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the Facilities and repair / refurbishment of works. The costs of visiting the site shall be at the Bidder's own expense.
- 6.3 The Bidder and any of its personnel will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder and its personnel will release and indemnify the Employer and its personnel 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.
- 6.4 Deleted

## **7. Amendment of Bidding Documents**

- 7.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. Such amendments shall be posted on E-procurement portal of CPPP/ NHPC Website.
- 7.2 The bidders are requested to visit the web site once again before the due date of tender submission to ensure that they have not missed any corrigendum/ addendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum/ addendum, if any, will be that of the bidder.

No separate intimation in respect of corrigendum/ addendum to this tender (if any) will be sent to bidder(s).

**7.3** In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, suitably extend the deadline for the submission of bids.

### **C. Preparation of Bids**

#### **8. Language of Bid**

**8.1** The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

#### **9. Preparation, Receipt and Signing of Bid**

**9.1** Two Part Bid procedures shall be adopted for preparation, submission and evaluation of the bids. The Bid shall be submitted online in TWO COVER SYSTEM (Techno-commercial and Finance (Financial bid)) duly scanned and digitally signed by the authorized representative of the Bidder.

##### **A) ONLINE SUBMISSIONS:**

##### **Cover-1-TECHNO-COMMERCIAL COVER**

The Techno-commercial bid submitted by the Bidder in electronic form (online) shall comprise the following documents in Cover-1:

- (i) Bid Form duly completed and signed by the Bidder (without indicating the quoted price) as provided in Vol.5 (Forms & Procedures), together with all Attachments.
- (ii) Scanned copy of DD towards Bid Security as per Clause 13 of ITB. Bank Guarantee shall be as per the format provided at Attachment -1 to Bid form (Forms & Procedure).
- (iii) Scanned copy of Power of Attorney alongwith authority of executants as per Attachment 2 to Bid Form Vol.5 (Forms & Procedure).
- (iv) The documentary evidence of the conformity of the Facilities to the Bidding Documents may be in the form of drawings & data, and shall furnish:
  - a. all detailed technical information & data and Guaranteed Technical Particulars duly signed as per the requirement of Volume 3C (Technical Data Sheet); and
  - b. a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the Facilities throughout their life, following completion of Facilities in accordance with provisions of contract.

Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the bidding documents are intended to be descriptive (establishing standards of quality and performance) only and not



restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.

- (vi) List of Vendors/ Makes as per Attachment-5 to Bid Form Vol.5 (Forms & Procedures).
- a. For Equipment / items as listed in Attachment-5, the names of approved Subcontractors / vendors are indicated i.e. List of Approved Subcontractors / vendors.
  - b. If the Bidder intends to propose Sub-contractors / vendors in addition to those indicated in Attachment-5, he may do so but in that case such proposed Sub-contractors / vendors will have to meet the specific qualification criteria of the respective equipment / item mentioned in Attachment-5 and the Bidder shall furnish the details of the name, nationality and documentary evidences in support of meeting the specific qualification criteria at the time of submission of Bid and/or during the currency of Contract as per the provisions of GCC Clause No. 19 (Volume-2A). Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

The Bidder shall be responsible for ensuring that any plant, equipment or services to be provided by the Subcontractor comply with the requirements of the contract.

The Employer reserves the right to delete any proposed Sub-contractors / vendors from the list in case the proposed Sub-contractors / vendors are not meeting specific qualifying criteria for the corresponding equipment / item mentioned in Attachment 5 prior to award during Pre Award Discussions / Post tender Negotiation (PTN).

The Appendix- 5 forming part of Contract Agreement shall be completed by listing the approved Sub-contractors/Sub-vendors for each item.

- (vii) Attachment 6: List of Deviations, if any.

Deviations, if any, from the terms and conditions or Technical Specifications shall be listed ONLY in Attachment 6 (to be submitted in Techno-commercial cover) to the bid without mentioning its cost of withdrawal. However, all such deviations shall also be mentioned in Attachment 6A alongwith its cost of withdrawal in the Price Bid (Financial Cover). The attention of the Bidders is drawn to the provisions of ITB Sub-Clause 22.4 regarding the rejection of bids that are not substantially responsive to the requirements of the bidding documents.

Bidder's attention is also drawn to the provisions of ITB Sub-Clause 22.5 which requires the bidders to indicate the cost of withdrawal for deviations proposed, if any, failing which cost of withdrawal of such deviations shall be treated as 'NIL'.

Bidders may further note that except for the deviations listed in Attachment 6 and further in Attachment 6A (to be submitted in Price Bid), the bid shall be deemed to comply with all the requirements in the bidding documents and the bidders shall be required to comply with all such requirements of bidding documents and Technical Specifications without any extra cost to the Employer irrespective of any mention to the contrary, anywhere else in the bid.

- (viii) Self-Declaration on Banning of Business [Attachment -7 to Bid Form Vol.5 (Forms & Procedures)].
- (ix) Deleted .
- (x) Scanned copy of duly signed Integrity Pact alongwith Annex-A [Attachment -9 to Bid Form Vol.5 (Forms & Procedures)].
- (xi) Deleted
- (xii) Attachment-11: A detailed Site Visit report pursuant to ITB clause no.6.
- (xiii) Attachment-12: Deleted .
- (xiv) Attachment-13: Deleted.
- (xv) Attachment- 14: Self-Declaration regarding insolvency under the Insolvency and Bankruptcy code 2016.
- (xvi) Attachment-15: ECS Form for Bank detail
- (xvii) Attachment-16: Deleted
- (xviii) Attachment-17: Undertaking towards Anti-profiteering Clause
- (xix) Attachment-18: To avail Deemed Export Benefits, the Bidder shall furnish a declaration to this effect (without any Price information).
- (xx) Attachment -19: HSN/SAC Code.
- (xxi) Technical Data Sheets (Vol.3 C) duly signed and scanned.
- (xxii) Process Compliance Form (dully filled up and on Letter Head of Bidder (Appendix-III) of ITB for e-RA as per ITB Clause 36.1.
- (xxiii) Price Confirmation Form for e-RA (Appendix-IV of ITB) without any Price Information as per ITB Clause 36.1.
- (xxiv) Any other supporting document, if required.

**Cover-2- FINANCIAL BID (PRICE-BID)**

The Financial Bid (Price Bid) shall be submitted in electronic form in conformity with the tender specifications on the portal only by the time & date as specified in NIT. The financial cover shall contain price bid in the enclosed “Schedule of Quantities & Prices” i.e. BOQ\_XXXX.xls.

Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Employer in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the Bidder, rate of such item(s) shall be treated as “0” (Zero) and considered included in the cost of the bid and no separate claim whatsoever will be entertained on this account.

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.

**Following documents shall be submitted in the Financial Bid cover:**

- i) Schedule of Quantities & Prices (Price Schedule 1 to 5) i.e. BOQ in. xls format
- ii) Attachment-6A ‘List of deviations with cost of withdrawal’ duly filled, signed & stamped in pdf format.
- iii) Attachment-18: Details of declaration of Deemed Export Benefits, duly filled, signed & stamped in pdf format.

**B) OFFLINE SUBMISSIONS:**

Hard copy/ Supporting documents:-

Hard copy of following supporting documents forming part of techno-commercial bids shall be submitted offline (i.e. physically) in separate sealed envelope bearing on the top the reference of the Tender specification to “General Manager, CC-IV, Contracts (Civil) Division, 2<sup>nd</sup> Floor, Jyoti Sadan, NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)” on or before the due date & time of submission as per NIT.

**The Following documents are required to be submitted offline**

- i) Deleted
- ii) DD/Bank Guarantee towards Bid Security as per Clause 13 of ITB. Bank Guarantee Bid Security Declaration shall be as per the format provided at Attachment -1 to Bid form (Forms & Procedure).
- iii) Power of Attorney-POA of authority of the person signing on behalf of the bidder along with authority of executant of POA (by way of Board Resolution, etc.) as mentioned at Attachment - 2 to Bid Form Vol.5 (Forms & Procedures).
- iv) Deleted
- v) Deleted

These envelope(s) shall not contain anything else. This part of bid should not contain any “Price information”.

The scanned copy (ies) of all the offline documents (hard copies) are to be uploaded online on the portal alongwith the Bid as provided in ITB clause 9.1 (A).

If any discrepancy is found between the Hard Copies of the offline documents viz. DD / BG towards Bid Security, Power of Attorney and scanned copy of same uploaded online then the online bid shall be liable for rejection.

## 10. Bid Form and Price Schedules

10.1 The Bidder shall complete the Bid Form furnished in the bidding documents and the Price Schedules following the requirements of ITB Clauses 11 and 12.

## 11. Bid Prices

11.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire Facilities on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, fabrication, installation and completion of the Facilities including supply of Mandatory spares, Mandatory tools & tackles and recommended spares if any. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the Facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General and Special Conditions of Contract.

11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. If a Bidder wishes to make a deviation, such deviation shall be listed in Attachment 6 of its bid. The Bidder shall also provide the price, if any, for withdrawal of such deviations in Attachment 6A (in the Price Bid Cover).

11.3 The Financial Bid (Price Bid) shall be submitted in electronic form in conformity with the tender specifications on the portal only by the time & date as specified in NIT. The financial cover shall contain price bid in the enclosed “**Schedule of Quantities & Prices**” i.e. **BOQ\_XXXX.xls**. The quoted rates should be in currency as specified and shall be written in **BOQ\_XXXX.xls**.

Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Employer in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the Bidder, rate of such item(s) shall be treated as “0” (Zero) and considered included in the cost of the bid and no separate claim whatsoever will be entertained on this account.

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.

Bidders shall give a breakdown of the prices in manner and detail called for in the Price Schedules. Separate numbered Schedules shall be used for each of the following elements. The total amount from each Price Schedule (1 to 4) shall be summarized in a Grand Summary (Price Schedule 5).

Price Schedule No. 1 Plant and Equipment (including Mandatory Spare parts and Mandatory Tools & Tackles) to be supplied from Abroad

Price Schedule No. 2 Plant and Equipment (including Mandatory Spare parts and Mandatory Tools & Tackles) to be manufactured and fabricated from within the Employer's country

Price Schedule No. 3 Local Transportation including Port Clearance & Port Charges and inland Insurance

Price Schedule No. 4 Installation Services

Price Schedule No. 5 Grand Summary (Schedules 1 to 4)

Bidders shall note that only the plant and equipment should be included in Price Schedule No. 1 and 2 above. All materials including materials used for civil, building and other construction works, consumables required for site storage, erection, testing, pre-commissioning and commissioning activities shall be included and priced under Schedule No. 4, Installation Services.

11.4 In the Price Schedules, Bidders shall give the required details and a breakdown of their prices as follows:

- a. Plant and equipment including Mandatory spares and Mandatory Tools & Tackles to be supplied from abroad (Schedule No. 1) shall be quoted on a CIF port-of-entry, CIP border point basis or CIP-named place. In addition, the FOB price (or the FCA price, as the case may be) shall also be indicated.
- b. Plant and equipment including Mandatory spares and Mandatory Tools & Tackles manufactured or fabricated within the Employer's country (Price Schedule 2) shall be quoted on an EXW (ex-factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, and shall be inclusive of all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the Facilities.
- c. Local transportation, insurance, port clearance and port charges and other local costs incidental to delivery of the Plant and equipment including Mandatory spares and Mandatory Tools & Tackles shall be quoted separately (Price Schedule No. 3). Rates quoted in this Schedule shall be inclusive of all taxes, duties levies and charges payable in Employer's country as of twenty eight (28) days prior to deadline for submission of bids. The Employer, as an importer, shall furnish promptly necessary certifications and documents as may be required to be furnished by the importer for the purpose of customs clearance.

- d. Installation Services shall be quoted separately (Price Schedule No. 4) and shall include rates or prices for materials used for civil, building and other construction works, all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the bidding documents, as necessary for the proper execution of the Installation Services, including all taxes, duties, levies and charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids
- e. All applicable taxes, duties, other levies and charges etc. on Price Schedules 1, 2, 3 & 4 in respect of direct transaction between the Employer and the Contractor as applicable, in Employer's country as of twenty eight (28) days prior to deadline for submission of bids shall be included in Ex-Works/FOB/CIF prices . The bidders are advised to ascertain the applicability of such taxes, duties, other levies and charges etc. at their own level.

Further, bidders are required to quote HSN / SAC Code and rate of custom duty for the individual item in Attachment-19 in Technical Bid.

The same HSN/SAC shall prevail throughout the entire contract and no alteration thereof is permissible during contract for any reason whatsoever, unless otherwise specified in any other provisions of this contract or required due to change in tax law.

- f. All applicable taxes/ duties including GST as applicable and assessed on the Employer shall also be included in the Prices/ Rates in Price Schedules, which shall be deducted from the Contractor and deposited with the concerned authority by the Employer.
- g. GST has been implemented by the Government w.e.f 01.07.2017. The Contractor, except for the supplies for the categories mentioned at section 9(3) of GST Act, shall submit GSTIN and shall quote his prices in accordance with GST provisions after considering the benefit of Input Tax Credit and compliance of Anti-profiteering clause under Section 171 of GST Act / SGST Act shall be submitted along with the bid.

#### **11.4.1 Deemed Export Benefits**

Bidders may like to ascertain availability of deemed export benefits mentioned as per EXIM policy of Govt. of India. They shall solely be responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits; the Employer will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect as Attachment 18 as per format enclosed in the bidding documents.



Where the Bidder has quoted taking into account the deemed export benefits, he must give all information required for issue of Project Authority/Payment certificate in terms of the Export Import Policy of the Govt. of India alongwith his bid in Attachment 18. The Project Authority / Payment certificate will be issued on this basis only.

The Bids which do not contain complete details as sought above will not be considered for issue of Project Authority Certificate for availing deemed export benefit.

- 11.5 The terms EXW, CIF, etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.

#### 11.6 Deleted

### 12. Currencies of Bid

- 12.1 Prices shall be quoted in the following currencies:

- (a) Plant and equipment including Mandatory spares and Mandatory Tools & Tackles covered under ITB Sub-Clause 11.4 (a) to be supplied from abroad shall be quoted in the international trading currencies. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly, but use no more than two foreign currencies.
- (b) Plant and equipment including Mandatory spares and Mandatory Tools & Tackles covered under ITB sub-clause 11.4 (b) to be supplied from within the Employer's country shall be quoted in the currency of the Employer's country and/ or in international trading currencies (no more than two foreign currencies) subject to adherence of the guidelines of Reserve Bank of India by the Contractor regarding Foreign Exchange regulation.
- (c) Local transportation, insurance and other local costs incidental to delivery of the plant and equipment covered under ITB sub-clause 11.4 (c) and installation services covered under ITB sub-clause 11.4 (d) shall be quoted in local currency. However, foreign component, if any, of installation services or insurance may be quoted in foreign currency (not more than two foreign currencies).

### 13. Bid Security

- 13.1 The Bidder shall furnish, as part of its bid, a bid security of **INR 1.16 Crores**.
- 13.2 The bid security shall, at the Bidder's option, be in the form of a crossed Demand Draft in favour of the NHPC Limited, Sector-33, Faridabad, Haryana (India) payable at Faridabad or a Bank Guarantee from any Indian nationalised bank / scheduled bank for the Bid Security. The format of the Bank Guarantee shall be in accordance with the form of bid security included

in the bidding documents. Bid security shall remain valid for a period of ninety (90) days beyond the original bid validity period, and beyond any extension subsequently requested under ITB Sub-Clause 14.2

- 13.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as being non responsive.
- 13.4 The Bid Security of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The bid security of all unsuccessful bidders will be returned within 15 days of notification of award of contract to the successful bidder.
- 13.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement, pursuant to ITB Clause 32, and has furnished the required performance security, pursuant to ITB Clause 33.
- 13.6 The bid security may be forfeited
- (a) if the Bidder withdraws its bid, or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of bid validity specified by the Bidder in the Bid Form or
  - (b) if the bidder does not accept the correction of its Bid price pursuant to ITB sub clause 22.2
  - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit
    - (i) to sign the Contract Agreement, in accordance with ITB Clause 32, or
    - (ii) to furnish the required performance security, in accordance with ITB Clause 33.
  - (d) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 35 of ITB or defaults commitments under Integrity Pact (ITB clause no.2.3); or
  - (e) If the bidder fails to withdraw the deviations listed in Attachment 6 and Attachment 6A at the cost of withdrawal stated by him in the bid in accordance with ITB Clause 22.5.
- 13.7 All the bidders who have furnished Bid security in the form of Demand Draft (DD) are required to submit duly filled in ECS form (Attachment-15, Vol-5, Forms & Procedures) for release of Bid Security.
- 13.8 Bidder shall communicate the following bank details of NHPC to the issuing bank for online confirmation of Bid Guarantee to be submitted in terms of this clause:

Credit Bank Account Number	10813608692
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Beneficiary Name	NHPC Limited
Credit Bank	State Bank Of India
IFSC Code	SBIN0017313
Account Type	CURRENT
Branch	CAG-II New Delhi (17313)
Branch Address	5 <sup>th</sup> Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110 001

13.9 Deleted

#### 14. Period of Bid Validity

- 14.1 Bids shall remain valid for a period of one hundred eighty (180) days after the closing date prescribed by the Employer for the receipt of bids, pursuant to ITB Sub-Clause 17.1. A bid valid for a shorter period may be rejected by the Employer as being non responsive.
- 14.2 In exceptional circumstances, the Employer may solicit the Bidders' consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by e-mail. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 14.3 All the provisions of bid including those regarding discharge and forfeiture of EMD shall continue to apply during the extended period of bid validity specified by the Bidder

#### 15. Special Instructions

- 15.1 The documents listed in ITB Sub-Clause 9.1, shall be typed/printed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. Such authorization shall be indicated by written power of attorney for authority of the person signing on behalf of the Bidder along with authority of executant of POA (by way of Board Resolution, etc.), accompanying the bid and submitted as Attachment 2 to the Bid under ITB Sub-Clause 9.1. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid. All pages including separators shall be sequentially numbered.
- 15.2 Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the bid.

- 15.3 The bidders are advised to submit their bids complete in all respect. Clarification(s) on the bids may be sought by the Employer from time to time, if so desired by the Employer, at its sole discretion.
- 15.4 Bidders will not be allowed to revise the quoted prices on their own, once “Bids” have been opened by the Employer
- 15.5 The Employer reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.
- 15.6 Bidders are advised to fill in the Annexures/ Formats/ Forms Schedule of quantities and Prices in respect of each and every item by strictly following the instructions, foot notes etc. to facilitate the Employer in speedy evaluation of bids. Failure to do so may prevent the Bid from being considered by the Employer.
- 15.7 Vague and ambiguous replies and replies such as “Refer covering letter, conditions of Bid etc.” shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the Employer.
- 15.8 The bidders in their own interest are advised to be very careful while mentioning their rates in price bid on Schedule of Quantities & Prices”.
- 15.9 The supplies/work covered by this Bid specification shall be executed strictly in accordance with the conditions specified in the General / Special Conditions of contract and other conditions specified in various sections of this Bid document. If any of the aforesaid condition is not clear to the Bidder, clarification may be sought from the Employer before submission of bids.
- Bidders are advised to accept all the conditions specified in the Bid Document to facilitate early finalization of bids. Separate set of commercial conditions (such as Bidder’s standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to rejection.
- 15.10 The Bidder shall submit rate analysis of quoted price if so desired by the Employee.
- 15.11 Price bid of bidders, whose techno-commercial bids are not considered acceptable to the Employer, will not be opened and their bid security shall be returned to them. The decision of the Employer is final and binding in this regard.
- 15.12 Bidders are requested to submit their offer strictly in line with terms and conditions of tender specification, otherwise bid may be rejected. Bids will be received in electronic form only. Bids submitted manually shall not be accepted.
- 15.13 Conditional offers are liable for rejection.

## **D. Submission of Bids**

### **16. DELETED**

### **17. Deadline for Submission of Bids**

- 17.1 The online bid (Techno-commercial and Price Bid) shall be submitted upto the due date & time indicated in the NIT or any extension thereof. Offline documents in Physical Form must be received by the Employer at the address specified in Invitation for Bids (Notice Inviting e-Tender) not later than the time and date stated in the Invitation for Bids or any extension thereof. In the event of the specified date for submission of Offline documents being declared a holiday for the Employer, same will be received upto the appointed time on next working day.
- 17.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 7.3, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.

### **18. Late Bids**

- 18.1 Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode. Similarly hard copies of the Offline documents, if received by the Employer after the deadline for submission of Bids prescribed in Invitation for Bids (Notice Inviting e-Tender), then it will be considered as 'Late Bid' notwithstanding the fact that the Bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further. The hard copy (offline documents) shall be returned to the bidder unopened.

### **19. Modification and Withdrawal of Bids**

- 19.1 The Bidder may choose to revise the Bids till the Bid submission deadline. For any Revision of the Bid, the Bidder has to submit it afresh.
- It should be strictly noted that as per portal provision, the bid once withdrawn by the Bidder, the Bidder cannot participate in the same tender again."
- 19.2 Deleted**
- 19.3 Deleted**
- 19.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Sub-Clause 13.6.

## **E. Bid Opening and Evaluation**

### **20. Opening of Bids by Employer**

- 20.1 The Employer will open the Bids online on the date as specified in NIT or any extension thereof. In the event of the specified date or amendment if any for the submission of Offline documents being declared a holiday for the Employer, the hard copy of the documents will be received upto the specified time on the next working day. Similarly, in the event of the specified date or amendment if any for opening of bid declared a holiday for the Employer, the bids shall be opened at the appointed time and location on the next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amended if any.
- 20.2 Initially, the 'Techno-Commercial Bid' shall be opened and the 'Price Bid' of only those bidders whose Techno-Commercial bid is acceptable to the Employer shall be opened online subsequently.
- 20.3 Deleted

### **21. Clarification of Bids**

- 21.1 During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB Clause 22.2.

### **22. Preliminary Examination of Bids**

- 22.1 The Employer will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The Employer will, thereafter check and ascertain whether the bidder fulfils the Eligibility Criteria and other requirements specified under ITB clause 2. The Bids submitted by the Bidders who meet the Eligibility Criteria set under ITB clause 2 shall only qualify for consideration and further techno-commercial evaluation by the Employer.
- 22.2 The Price Bid duly filled in excel sheet in conformity with the tender specification shall be uploaded on the e-procurement portal only. Unit of Measure (UOM) is indicated in the BOQ. The BOQ is to be filled in by filling rates of the items to be filled in by the Bidder. The calculation of amount by multiplying the quantities with the rates filled in by the bidder, sub-totals, total etc. shall be done by formulae already provided in electronic form. In case of any discrepancy in the calculations, the rates shall be considered final and the amount calculated by using the same shall be corrected and considered as final.

Where ever prices for items is left blank, in the BOQ, it shall be deemed to have been included in other items. Confirmation in respect of correction of errors to be sought only from the Lowest Evaluated Bidder, in case these corrections do not change the inter-se position of the Bidders. In case these corrections change the inter-se position of the Bidders, then confirmation shall be sought from those Bidders, whose inter-se position get changed on account of these corrections. If the Bidder does not accept the correction of errors as above, its bid will be rejected and the bid security will be forfeited in accordance with ITB sub-clause 13.6(b).

- 22.3 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment 6 to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clauses 24 and 25.

If any discrepancy is found between the Hard Copies of the online documents viz. DD / BG towards Bid Security, Power of Attorney etc. and scanned copy of same uploaded online which tantamount to fraudulent practice by the bidder, then the online bid shall be liable for rejection.”

- 22.4 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights or the successful Bidder’s obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 22.5 Bids containing deviations from critical provisions relating to GCC Clause 5 (Governing Law), 6 (Settlement of Disputes), 12 (Terms of Payment), 13.3 (Performance Security), 14 (Taxes and duties), 26.2 (Completion Time Guarantee), 27 (Defect Liability), - 29 (Patent Indemnity), 30 (Limitation of Liability), SCC Cl. 20 (Corrupt or Fraudulent or Collusive or Coercive Practices), Cl. 21 (Integrity Pact) will be considered as non-responsive. However, the bidders wishing to propose deviations to any of the provisions other than those mentioned above, must provide in the Attachment-6 without cost of withdrawal and in Attachment 6A of the bid with cost of withdrawal of such deviations. If such deviations are not priced, cost of withdrawal of such deviations shall be treated as ‘NIL’. The evaluated cost of the bid shall include, in addition to the costs described in ITB Clause 25, the cost of withdrawal of the deviations from the above provisions to make the bid fully compliant with these provisions.



At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw these deviations listed in Attachment 6 and Attachment 6A at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and his bid security forfeited.

The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.6 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22.7 Deleted

### **23.-Conversion to Single Currency**

23.1 To facilitate evaluation and comparison, the Employer will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to the currency of the Employer's country at the Bills selling exchange rate established for similar transactions by the State Bank of India in the Employer's country.

23.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, is Indian currency and the source of exchange rate is Bills selling exchange rate established by State Bank of India. The date of exchange rate is date of opening of Price Bids.

### **24. Technical Evaluation**

24.1 The Employer will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the

- (a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 6 to the bid; suitability of the Facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- (b) achievement of specified performance criteria by the Facilities
- (c) type, quantity and long-term availability of Specified and Recommended spare parts and maintenance services

- (d) any other relevant factors, if any, listed in the Bid Document or that the Employer deems necessary or prudent to take into consideration.

24.2 Deleted

## 25. Commercial Evaluation

25.1 Commercial evaluation shall be done on the basis of the evaluated prices of the Facilities offered by each Bidder. Such evaluated prices shall include the Ex-works / CIF prices of Plant & Equipment including Mandatory spares and Mandatory Tools & Tackles, cost of transportation up to Project Site Including Port clearance, Port charges & Insurance, all installation and other services required under the Contract and as mentioned in Price Schedules, after taking into account the correction of arithmetical errors as per ITB Clause 22.2. The evaluated comparative prices will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 25.3.

25.2 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedules Nos. 1 through 5, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in ITB Sub-Clause 25.3 and in the Technical Specifications:

- (a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in Attachment 6A to the bid.

(b) Deleted

- (c) the extra cost of work, services, Facilities etc., required to be provided by the Employer or third parties.

25.3 Pursuant to ITB Sub-Clause 25.2, the following evaluation methods will be followed:

(a) **Contractual and commercial deviations**

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this bidding document. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Attachment 6A of the bid will be used.

(b) **Time schedule (program of performance)**

The plant and equipment covered by this bidding are required to be shipped and installed, and the Facilities shall have the commissioning completed within the period named in the Appendix 4 to the Form of Contract Agreement after the effective date specified in the Contract Agreement. Bidders are required to base their prices on the time schedule

given in Appendix 4 to the form of Contract Agreement (Time Schedule). No credit will be given for earlier completion. Bids offering a completion date beyond the maximum designated period shall be rejected.

(c) Deleted

**(d) Work, services, Facilities etc., to be provided by the Employer**

Where bids include the undertaking of work or the provision of services or Facilities by the Employer in excess of the provisions allowed for in the bidding documents, the Employer shall assess the costs of such additional work, services and/or Facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

- 25.4 The Package shall be evaluated as a whole and the evaluation of the bids shall be done on total quoted prices for the total Package as per BOQ\_XXXX: Schedule of Quantities & Prices. Bid prices quoted by Bidders shall remain unaltered subject to e-Reverse Auction, if any.

**26. Deleted**

**27. Contacting the Employer**

- 27.1 Subject to ITB Clause 21, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.
- 27.2 Canvassing in any form or any approach, official or otherwise, by the Bidder to influence the consideration of his bid shall render the bid liable to summarily rejection

**F. Award of Contract**

**28. Qualification**

- 28.1 The qualification of a bidder will be subject to their fulfilment of the Qualification Criteria set forth at Sl. No 2.2 of ITB substantiated by authentic relevant information and details as per eligibility forms.
- 28.2 Except for the manufacturer(s) qualified and approved during bidding and Approved Sub-contractors / vendors indicated in Attachment 5, the capabilities of the vendors and subcontractors proposed in Attachment 5, proposed to be deployed by the lowest evaluated Bidder will also be evaluated for acceptability as per the specific qualifying criteria stipulated therein. Should a vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price.

## 29. Award Criteria

- 29.1 Subject to ITB Clause 30, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid after e tendering and/or e-Reverse Auction (as the case may be) further provided that the Bidder is determined to be qualified to perform the contract satisfactorily. The Employer may request the substantially responsive lowest evaluated Bidder to attend the Pre-award discussions / Post Tender Negotiation (PTN), if required.
- 29.2 The Employer may request the Bidder to withdraw any of the deviations listed in Attachment 6 to the winning bid, at the price shown for the deviation in Attachment 6A to the bid. Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.
- 29.3 The Employer reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.
- 29.4 The mode of contracting with the successful bidder will be as per stipulation outlined in relevant Clause of SCC and briefly indicated below:

In the case of successful Indian Bidder, the award shall be made as follows:

- (i) First Contract: For Ex-works supply and CIF/CIP supply, if any, of all equipments and materials including Mandatory spares and Mandatory Tools & Tackles identifying separately the CIF/CIP and EX-Works components of the Supply.
- (ii) Second Contract: For providing all services i.e. inland transportation for delivery at Site, unloading, storage, handling at Site, installation, testing and commissioning including performance testing in respect of all the equipments supplied under the “First Contract“ and any other services specified in the Contract Documents.

Both contracts will contain a cross-fall breach clause specifying that breach of one will constitute a breach of the other

It is understood that as per extant provision, Indian Income Tax is not payable on sale of goods, if the Contract is on Principal-to-Principal basis and the title of goods passes to the Employer outside India as in the proposed First Contract. The Bidders are, however, advised to check the position from their own sources.

- 29.5 The Evaluated price after e- tendering and/or e-Reverse Auction (as the case may be) arrived at in terms of clause 25 shall be considered for the comparison and evaluation of the bids. However, for the purpose of award of work the lesser of the total price quoted by the Bidder as per ‘price bid’ or the evaluated price as per clause 25 of ITB shall be considered.

### **30. Employer's Right to Accept Any Bid and to Reject Any or All Bids**

- 30.1 The Employer reserves the right to accept or reject any bid, or cancel /withdraw invitation to Bid for any reason including National Defence and security considerations and annul the Bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.. However, the bidder (s), who wish to seek reasons for such decision of cancellation/ rejection, shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the State, relation with foreign state or lead to incitement of an offence.”

### **31. Notification of Award**

- 31.1 Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by registered letter or by e-mail, to be confirmed in writing by registered letter, that its bid has been accepted. The Notification of Award will constitute the formation of the contract.
- 31.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Employer will promptly return/discharge the Bid Security to each unsuccessful Bidder, pursuant to ITB Sub-Clause 13.4.
- 31.3 The unsuccessful Bidders shall also be informed simultaneously about their status of Bids.
- 31.4 Till signing of Contract Agreement between the Employer and Successful bidder, provision under Sub-Clause-6.6 of Vol-II (GCC) 'Arbitration' shall not be applicable.

### **32. Signing the Contract Agreement**

- 32.1 At the same time, as the Employer notifies the successful Bidder that its bid has been accepted, the Employer and the successful Bidder shall sign the Contract Agreement after submission of Performance Security in terms of Clause 33 of ITB hereof provided in the bidding documents within a period of 28 days, incorporating all agreements between the parties. Till signing of Contract Agreement between the Employer and Successful bidder, provision under Sub-Clause-6.6 of Vol-II (GCC) 'Arbitration' shall not be applicable.

### **33. Performance Security**

- 33.1 Within twenty-eight (28) days after receipt of the notification of award, the successful Bidder shall furnish the requisite performance security for an amount equivalent to (Ten) 10% of the Contract Price, and in the form provided in the section “Forms and Procedures” of the bidding documents.

Bidder shall communicate the following bank details of NHPC to the issuing bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Credit Bank Account Number	10813608692
Beneficiary Name	NHPC Limited
Credit Bank	State Bank Of India
IFSC Code	SBIN0017313
Account Type	CURRENT
Branch	CAG-II New Delhi (17313)
Branch Address	5 <sup>th</sup> Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110 001

The Performance Security shall not be released till liquidated damages, if any, is pending for recovery.

If the contractor does not submit the performance security within the stipulated period due to any valid reason, Tender Inviting Authority may grant time extension for submission of performance security based on the request of contractor.

In case, the contractor does not submit performance security without a valid reason, the Employer shall impose simple interest @12% per annum on the full amount of applicable performance security (alongwith applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the Contractor within 14 days from the date of intimation by Tender Inviting Authority in form of Bank Demand Draft/ Banker Cheque in favour of 'NHPC Ltd', otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with NHPC.

The delayed submission of Performance Security by the Contractor shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained.

33.2 If contractor fails to submit the Performance Security within 60-days from the date of issue of Letter of Award (LOA), then following actions shall be taken against such Contractor:

- i) Award shall summarily be terminated
- ii) EMD/ Bid security shall be forfeited.

- iii) The bidder shall be debarred / banned to participate in the business dealings with NHPC for a period of one year.
- iv) The name of the Contractor shall be hosted on the NHPC website etc. as per existing norms of NHPC / Govt. of India.
- v) Such defaulted contractor shall not be eligible to participate in the bidding process of re-tender of this work.

#### **34. Deleted**

#### **35. Corrupt, Fraudulent, Collusive or Coercive Practices**

- 35.1 It is expected from the Bidders / suppliers / contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:
- (a) for the purposes of this provision, the terms set forth below shall mean as under:
    - (i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) "Fraudulent practice" means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract
    - (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels; and
    - (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract;
  - v) Integrity Pact means an agreement signed between the Contractor and the Employer committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender / Contract.
  - (b) An agreement called "Integrity Pact" between the prospective Bidders and the Employer shall be signed committing the person/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ Contract. The Independent External Monitor (IEM) appointed by the Employer shall oversee the compliance of obligation under the Integrity pact.
  - (c) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt or fraudulent or, collusive or coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
  - (d) The Employer may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has



engaged in corrupt or fraudulent practices or collusive or coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.

- (e) The documents / information submitted by Contractor may be verified by the officials of the Employer for its authenticity at any time and the Contractor shall provide all facilities / co-operation in this regard. If it is found that any of the documents / information submitted by the Contractor is not genuine, the Employer shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.

35.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 42.2 of the General Conditions of Contract.

### **36. E-Reverse Auction (e-RA)**

36.1 (a) e-RA shall be followed after e-tender only if number of eligible bidders at price bid stage is at least 2 (two) and the total evaluated bid price (including taxes & duties etc.) of the lowest evaluated techno commercially responsive L1 Bidder is higher with respect to estimated cost by more than 7.5% variation.

6.1(b) In case of e-Reverse Auction, the procedure of e-RA will be as hereunder:

- i) Conditions of conducting e-RA after e-tendering (enclosed as Appendix-I)
- ii) Business Rule for e-RA (enclosed as Appendix-II)
- iii) Process Compliance form (enclosed as Appendix-III)
- iv) Price Confirmation form for e-RA (enclosed as Appendix-IV)

36.2 Purchase preference shall be given to local suppliers as per the procedure defined in Article 37 'Public Procurement (Preference to make in India)' after conducting the e-Reverse Auction.

### **37. Public Procurement (Preference to Make in India) Order**

#### **Definitions:**

#### **A) Definitions**

**Local content:** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

**Class-I local supplier:** means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content equal to or more than 50%.

**Class-II local supplier:** means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content more than 20% but less than 50%.

**Non-local supplier:** means a supplier or service provider, whose Goods/ Services/

Works offered for procurement, has local content less than or equal to 20%.

**Margin of purchase preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L-1 for availing purchase preference. The margin of purchase preference shall be 20%.

**B) Eligibility Criteria for Class I / II and Non Local Suppliers.**

- a) For procurement of Goods/Services/Works, irrespective of purchase value where there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid.
- b) For procurement of Goods/Services/Works, not covered under a) above and having estimated value less than INR 200.00 Crore, Global tender enquiry shall not to be issued except with the approval of Competent Authority as designated by Department of Expenditure. Only Class-I and Class-II local suppliers shall be eligible to bid in procurements, except when Global tender enquiry has been issued. In Global tender enquiries, Non-local suppliers shall also be eligible to bid alongwith Class-I and Class-II local suppliers.

The above criteria shall be subject to compliance of following:

- i. The bidder shall have to be an entity registered in India in accordance with law. Indian subsidiaries of foreign bidders are eligible to participate in the bidding process provided they meet the qualifying criteria in terms of capability, competency, financial position, past performance etc. Further, Foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India.
- ii. Foreign bidders can also participate in the bidding process provided they form Joint Venture with any bidder registered in India in accordance with law.
- iii. Country of origin of the equipment/material shall be provided in the bid.
- iv. The bids shall be in Indian National Rupees (INR) only in respect of local content.
- v. The bidder shall follow Indian laws, regulations and standards.
- vi. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for minimum one year.
- vii. The manufacturer/ supplier shall list out the products and components producing Toxic E-waste and other waste. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled /

disposed of by the Manufacturer/ Supplier and for this, the Manufacturer/Supplier along with procurer has to establish recycling / disposal unit or as may be specified.

- viii. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.
- ix. Wherever required, the Foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of Utilities.
- x. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.

### **C) Procedure for Purchase Preference**

- a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to “Class-I local supplier” only in procurement undertaken by procuring entities in the manner specified here under.
- b) In the case of procurement of **goods / works**, which are **divisible in nature**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure(not applicable in this tender):
  - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - (ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered by Class-I local suppliers, then such balance quantity shall be ordered to the L1 bidder.
- c) For procurement of **goods / works**, which are **not divisible in nature**, and in **procurement of services where the bid is evaluated on price alone**, the 'Class-I local supplier' shall get purchase preference over

'Class-II local supplier' as well as 'Non-local supplier', as per following procedure(applicable for this tender):

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- (ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- (iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case, none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" and "Non-local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**D) Verification of local content**

- a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b) In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

## **FOUR KEY INSTRUCTIONS FOR BIDDERS**

**Note:** The following ‘**FOUR KEY INSTRUCTIONS for BIDDERS**’ must be assiduously adhered to:-

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline.
- ii) Register your organization on CPPP well in advance of tender submission deadline.
- iii) Get your organization’s concerned executives trained on CPPP well in advance of tender submission deadline.
- iv) Submit your bids well in advance of tender submission deadline on portal (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of portal, the fourth instruction is relevant at all times.

**Note:** Electronic procurement system will not allow any Bidder to place their bids after the expiry of scheduled date & time. NHPC/ NIC-CPPP shall not be responsible for any delays / problems related to bandwidth, connectivity etc., which are beyond the control of the NHPC/ NIC-CPPP

\*\*\*\*\*

## **Appendix-I**

### **Conditions for conducting e-RA after e-tendering**

- 1) e-RA shall be implemented at Application Service Provider's Portal intimated by NHPC.
- 2) e-RA shall be followed after e-tender as per provision of ITB.
- 3) The H<sub>1</sub> bidder (whose evaluated bid price is highest in online bid) will not be allowed to participate in further Reverse Auction process provided minimum three bidders are left after removal of H<sub>1</sub> bidder.
- 4) The Start Bid Price for Reverse Auction shall be the L1\* Bidder's total evaluated Bid Price (including taxes & duties etc.). The bidder shall modify their Bid Price in the decremented slab in terms of 0.1% or its multiples.
- 5) e-RA will be done on total evaluated Bid Price and the unit rates of the winning bidder quoted in e-tender shall be reduced on pro-rata basis (excluding fixed rate items and abnormally low rated items) to match with the e-RA bid price.
- 6) In cases where no bidder accepts to quote lower than the Base Price (Start Bid Price), e- RA is to be treated as failed and in such cases, tender shall be evaluated based on already opened e-tender.
- 7) After e-Reverse Auction and evaluating the lowest bid, the award shall be processed as per bid conditions.
- 8) In case of failure of e-RA process for any reasons, e-tender results will be processed for award. Further, NHPC shall reserve the right to call the L1\* bidder for further process/negotiation/cancel the e-reverse auction process/ re-tender at any time.

**Note:** The estimated cost shall be converted to a common base for comparison considering TT Selling exchange rate established by State Bank of India as on the deadline date of submission of Online Bid.

L1\* = Lowest Evaluated Bidder after e-tendering and/or e-Reverse Auction (as the case may be)

## **Appendix -II**

### **Business Rules for e-Reverse Auction**

1. e-RA shall be implemented at Application Service Provider Portal intimated by NHPC. NHPC have made arrangements with a Service Provider, who will be NHPC's authorized Service Provider for e-Reverse Auction. Please go through the guidelines given below and submit your acceptance to the same.
2. Bidders who are found technically and commercially acceptable, after e-tender are eligible to participate in e-RA. The intimation of schedule date & time to conduct e-RA shall be sent to eligible bidders in advance. e-Reverse Auction (e-RA) shall be conducted by the service provider on scheduled date and time. Eligible bidders shall participate from their own offices/ place of their choice. Internet connectivity shall be ensured by the respective bidders themselves. Designated officials i.e., Tender Inviting Authority of NHPC shall have access to portal and shall witness e-RA process.
3. The Service Provider (for e-RA) shall arrange to demonstrate/ train (if not trained earlier) bidders' nominated person(s), without any cost. They will also explain all the Rules related to e-Reverse Auction/Business Rules Document to be adopted along with training manual. The Application Service Provider (ASP) shall arrange to demonstrate/ train (if not trained earlier) bidders' nominated person(s) through ONLINE training by ppts /Audio Visual file without any cost. These training materials are available on the portal all the time whenever bidders access the portal for such purposes. If bidders require any explanation in regard to the Rules related to e-Reverse Auction/ Business Rules Document to be adopted along with bid manual, the same shall be explained to the bidder through any means of communication i.e. telephonic/email.

For addressing any queries relating to the process of e-RA, the name and contact number of NHPC Authorized Service Provider for e-Reverse Auction shall be intimated in due course of time.

Any queries relating to the process of e-RA or in general, Tender Inviting Authority may be contacted.

4. Before start of e-RA process, NHPC will provide the template calculation sheet (Excel Sheet) which will help bidders to arrive at "modified Bid Price" for the total scope as per BOQ.

Rank of the bidders would be displayed as per the "modified Bid Price" i.e., including Taxes and Duties as per the provisions of the Bidding Document.

5. The start bid price (SBP) for e-Reverse Auction shall be lowest bidder's total evaluated bid price after e-tender (including taxes & duties) arrived as per relevant ITB Article defined in Appendix-I of ITB.

### **6. Procedure of e-Reverse Auctioning:**

#### **Dynamic Template Bidding (Rank Disclosed)**

- i) In 'Dynamic Template Bidding (Rank Disclosed)', bidders shall enter the Lump sum price in line with Article 4 above for the total scope for subject Package. The value of decrement must be in decremented slab of minimum 0.1% and its multiple in terms of lowest bidder's evaluated bid price after e-tender (SBP).



- ii) In the “Dynamic Bidding” tie bid is not allowed on lowest price at e-RA Portal, i.e. if any higher price ranked vendor places bid equal to lowest price in e- reverse auction, their bid will be rejected. The bidder is required to click on “Rejected” to know the reason of bid rejection. In that case, the bidder will have to instantly reduce their price within 10 minutes to submit lower quoted price otherwise the price will be considered as higher bid or rejected bid (system does not support tie bids in this type of auction).
  - iii) The modified bid prices received under e-RA shall be evaluated on the basis of evaluation method specified in the bidding document and the final evaluated prices thus obtained shall be used for comparison of bids. 7. Within one (1) hour after conclusion of e-RA, Successful bidder shall furnish confirmation of final price quoted in Reverse Auction in line with price schedule (already available with them), to NHPC, duly signed and stamped (without any new condition other than those already agreed before start of Reverse Auction) (Appendix-IV). In case, there is any variation between the final price quoted in Reverse Auction and the signed document received after Auction, the first i.e. Closing Price in Auction will be taken final offered price by the bidder. However, the detailed break-up of final prices as per price formats with pro rata reduction in unit rates without increase in unit rates of any items, shall be submitted by the successful bidder matching with the final price quoted during e-RA within 3 days from the date of conclusion of e-RA.
8. Auction shall be for a period of 60 minutes. The bidding continues with an auto extension of 15 min time if any Bidder quotes a further lower price within final 15 minutes of specified closing time of auction. In final countdown and auto extension time, the lowest price at e-RA Portal would be visible to all the vendors who have placed valid bids. However, real identity of the bidder would not be disclosed during entire e-reverse auction process. The bidding could continue even after the final run till the time there are no changes in prices within aforesaid final 15 minutes.
  9. During Auction, if no bid is received within the specified time, NHPC, at its discretion, may decide to close the reverse auction process and proceed with results of e-tendering.
  10. Each Bidder shall be assigned Unique User Name & Password by the service provider (for eRA). Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from the service provider (for e-RA) to ensure confidentiality. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
  11. Bidders shall be able to view the following on their screens along with the necessary fields during the auction.
    - a) Rank of the respective bidder@
    - b) Bid Placed by the respective bidder.

**@ Price of Lowest bidders at e-RA Portal will be displayed in the last 15 minutes and in auto extension time**
  12. Consequent upon completion of e-Reverse Auction, NHPC’s decision on award of contract shall be final and binding on all the bidders.
  13. NHPC shall be at liberty to call the\*L1 bidder for further process/ negotiation/ cancel the e-Reverse auction process/ re-tender at any time, without assigning any reason thereof.

14. NHPC/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
15. NHPC along with Service Provider can decide to reschedule or cancel any Auction; the bidders shall be informed accordingly.
16. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders. The bidder shall also not divulge either his bid or any other exclusive details of NHPC to any other party. If it has come to notice of NHPC/Service Provider that bidders have colluded while submitting price in e-RA, the same be dealt as per provision of Integrity Pact.

**17. Other terms and conditions shall be as per the bidding documents.**

\*L1= Lowest Evaluated Bidder after e-tendering and/or e-Reverse Auction (as the case may be)



**Appendix -III**

**Process Compliance Form for e-Reverse Auction**

*(Bidders are required to submit this on their Company's Letter Head and sign & stamp)*

To,

***[Name, Designation, Address of Tender Inviting Authority]***

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the e-Reverse Auction mentioned in the Business Rules for “\_\_\_\_\_ (Name of Work)” with Tender Specification No.: \_\_\_\_\_ **dated** \_\_\_\_\_ and Tender ID. \_\_\_\_\_

This letter is to confirm that:

1. The undersigned is authorized representative\* of the Company.
2. We have studied the e-Reverse Auction Terms & Conditions and the Business Rules governing the e-Reverse Auction as mentioned in your letter and confirm our agreement to them.
3. We also confirm that we shall take the training on the auction tool and shall understand the functionality of the same thoroughly, before start of e-RA.
4. We also confirm that we will submit price confirmation within an hour of conclusion of e-Reverse Auction through the Company email ID. However, break up of our final offered price in e-Reverse Auction as per NHPC's Price format and as per Conditions of e-RA shall be submitted within three working days. We also confirm that we will not increase unit rate of any item submitted in our bids.

We hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

**Signature with company seal**

**Name –**

Bidder /Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

*\*Person having power of attorney for the subject package*



**Appendix- IV**

**Format for submitting Price Confirmation for e-Reverse Auction**

*(To be submitted on Company Letter Head duly signed and stamped within 1 Hrs.)*

REF No.....

Date:.....

To,

*[Name, Designation, Address of Tender Inviting Authority]*

Contact Person: .....

E-mail: .....

Re: Price Confirmation for the e-Reverse Auction of.....

Auction Notice Dated: .....

For Procurement of :.....[...Name of work.....].

For M/s NHPC LIMITED: Tender Specification No.: \_\_\_\_\_ and Tender ID.  
\_\_\_\_\_

Reference above, we hereby confirm that we have given our final offer in the e-Reverse Auction System as per the template, which is attached herewith duly signed and stamped from our end.

Signature:

Name:

Designation:

Seal of the Bidder / Company:



## ELIGIBILITY FORM

### List of Formats to be filled in by the Bidder

Name of Bidder

*Indicate total number of pages for each Application Form submitted with Application.*

Form No.	Title	Nos. of Pages
1	General Information	
1A	Deleted	
1B	Eligibility Form-1B	
2	Deleted	
3	Deleted	
3A	Deleted	
3A1	Deleted	
3A2	Deleted	
4A	Deleted	
4B	Deleted	
5	Deleted	
5A	Deleted	
6	Deleted	
7	Deleted	
8	Deleted	
9	Format for Self-declaration for Local Content	

Date \_\_\_\_\_ 202X

Signature \_\_\_\_\_

## ELIGIBILITY FORM -1

### GENERAL INFORMATION

*All sole Bidders and each Partner of a joint venture are requested to complete the information in this form.*

Where the Bidder proposes to associate manufacturer(s) for any item (s) of equipment, the following information should also be supplied for such manufacturer(s).

1.	Name of firm:	In case of joint venture: ( ) Lead Partner ( ) Partner ( ) Proposed Manufacturer(s)
2.	Head Office address:  Country:	
3	Telephone Fax Telex	Contract Person Name Title/Position
4.	Place of incorporation/registration Date	
5.	Legal status of firm	Field of specialty in business
6.	Nationality of majority of owners or share-holders	Number of management executives  ----- Persons
7.	Number of present permanent employees: (Unit: persons) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           Name of Engineers Country  Home country Overseas branch 1 Overseas branch 2 All other branches         </div> <div style="width: 45%;">           Factory Workers  Non- Engineering         </div> </div>	
8	Name of place of major factories	
9	Quality assurance system in major factories	Certified by:
10	Agent or representative in India Name Address Telephone	(if exists)   Fax

Date ..... 202X

Signature:.....

*Note- Notarized copy of following documents be also submitted with this Eligibility form defining:*

- 1) Bidder's Legal Status
- 2) Principal Place of Business
- 3) The place and date of incorporation or of registration

## **ELIGIBILITY FORM-1B**

### **Undertaking**

**(In compliance of Ministry of Finance, Government of India Order no.  
F. No. 6/18/2019-PPD dated 23.07.2020)**

**(To be submitted by the bidder on company's letterhead Letter head duly signed by  
the authorised signatory)**

I have read the Article regarding restrictions on procurement from a bidder of a country which shares a land border with India and sub-contracting to contractors from such countries.

I certify that \_\_\_\_\_(Name of the Bidder) is not from such a Country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority . I hereby certify that \_\_\_\_\_(Name of the Bidder) fulfills all requirements in this regard and is eligible to be considered.

Note: Evidence of valid registration by the Competent Authority shall be attached (if applicable).

( )

**Signature of Authorised Signatory of Company**



### **ELIGIBILITY FORM – 9**

(To be submitted by the bidder/Sub-Contractors on the Companies Letter head duly signed by the authorised signatory)

(Format for Self-declaration for Local Content in accordance with Public Procurement (Preference To Make In India ) Order 2017 and as amended from time to time /CYBER SECURITY /E-WASTE)

We, M/s \_\_\_\_\_ (name of Bidder) having registered office at \_\_\_\_\_ (Address of the Company) confirm that , we have examined the provisions circulated by Government of India, Ministry of Commerce and Industry , Department for Promotion of Industry and Internal trade (DPIIT), vide order no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 , MoP order No. 11/05/2018-Coord. dated 28.07.2020, MoP order no. 11/05/2018-Coord dated 17.09.2020 and MoP order no. A-1/2021-FSC/Part-5 dated 16.11.2021 and its amendment thereof related to “Local content”, “Class-I local supplier” , “Class-II local supplier” & “Local content percentage” and other provision mentioned therein. Further, we also acknowledge that in case, it has been found that the declaration against local content percentage given by us is false then action can be initiated against us as per Govt. Guidelines under Make in India issued from time to time.

We declare that the Local Content is equal to (% of local content to be mentioned by bidder) and qualify for ‘Class-I / Class-II Local Supplier’ Category for item(s) quoted in Schedules of Quantities & Prices of the subject tender,.

Further we declare that cyber security/safety of the equipment/ process to be supplied / services to be rendered as safe to connect.

Note:

1. The responsibility of e-waste and its recycling/disposal shall be the responsibility of the registered e-waste handlers/Manufacturers/Suppliers. The list of registered e-waste handlers/Manufacturers/Suppliers for the corresponding items is to be given by the contractor.
2. All the items/components shall be supplied in compliance to cyber security policies/guidelines 2021 issued by CEA and any amendments thereof. The applicable security standards already specified in the contract.
3. The 'Class-I / Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) giving the percentage of local content.)
4. Further, all bidders shall keep on visiting website of department for promotion of Industry and Internet Trade (DPIIT), Ministry of Commerce & Industry i.e. <https://dpiit.gov.in> to get updated/latest information regarding public procurement (Preference to Make in India) Order 2017.

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**Signature of Authorised Signatory of Company**