

SECTION – I

PART – B

INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION

Jindal Power Limited (JPL), a 100 % subsidiary company of Jindal Steel and Power Limited (JSPL) has executed 3400 MW (EUP1-4 X 250 MW and EUP2 & EUP3-4x600 MW) Coal based Power Plants at Tamnar, Raigarh in the state of Chhattisgarh. Some of the salient features of JSPL/JPL in the field of Power Sector are:

- Set up the first Mega Power Project in the Private Sector
- Constructed 250 km long 400 kV double circuit transmission line
- Constructed 55 km long 220 kV double circuit transmission line
- Operating 350 MW power projects based on washery rejects and waste gases

The company also has engineering/fabrication facilities at Raipur, Chhattisgarh. In addition to the above, the company has mining lease of iron ore at Tensa, distt. Sundergarh, Orissa.

Ministry of Environment, Forest and Climate Change (MoEF&CC), Government of India, vide Notification dated 07-12-2015, have revised the emission norms for the thermal power plants drastically reducing the Permitted Emission Level Values in respect of various parameters including Suspended Particulate Matter (PM10), Sulphur Oxides (SOx), Oxides of Nitrogen (NOx) and Mercury.

Except for Suspended Particulate Matter, Mercury and Water Consumption, the current level of emission values in respect of Sulphur Oxides (SOx), Oxide of Nitrogen (NOx) are much beyond the norms to be complied with from December 2021.

JPL intends to implement De-SOx system (wet limestone forced oxidation FGD/Alternate Technology FGD) for the power plants at Tamnar.

The Project site is approachable from Raigarh by State Highway, which branches off at Punjipathra, about 12 Km from site and 34 Km from Raigarh Town. The nearest broad gauge rail Link is at Raigarh, which is about 35 Km and nearest Airport is at Raipur, which is about 280 Kms from project site.

- 2.0** The ITB shall be read carefully and considered by Bidders while preparing their bids. All bids are to be made and submitted in accordance with the ITB.
- 3.0** It shall be understood that these bidding documents (Section-I and Section-II) are not final documents and Owner may wish to negotiate subsequent

modifications to these bidding documents to satisfy the Owner's requirements.

4.0 SCOPE OF WORK

4.1 The detailed scope of work is described in Section-II, Technical Specification

4.2 Scope of the work under Bid Document shall be on single source responsibility basis completely covering all the services, works and materials specified under the accompanied Technical Specifications / Bill of Quantities. It will inter-alia include the following:

4.2.1

- a) Design, Engineering, Manufacture, Assembly, Testing at manufacturer works, packing, forwarding, Procurement, Supply & Delivery upto Indian Port for Imported supplies and Ex-Works basis for Indigenous supplies.
- b) Design of all Mechanical, Electrical, C&I, Civil, structural and Architectural Works
- c) All labour, materials, tools, plants and equipment, loading, unloading, inland transportation and handling thereof, unless, otherwise, specified elsewhere in the Tender documents.
- d) Supervision by Bidders experts during Commissioning, trial operations and PG test.
- e) Construction drawings for all Civil works and Design drawing for steel superstructure of all buildings, including cable and pipe rack structures and (Drawings to be approved by the Owner. However detailed structural fabrication drawings for all the above shall be in the scope of Owner.
- f) Manufacturing drawings for Technological structures including tanks, vessels, Silos, Ducts etc.
- g) All other drawings and documents like General arrangement drawings, Plot plan, Isometrics, Flow sheets, P&ID's, SLD, cable schedules etc.
- h) Overall Integration of system providing Warranty / Guarantee and perform PG Tests.
- c) Preparatory activities including scaffoldings required to be performed for carrying out the work.
- c) All necessary services required for complete installation testing and commissioning in accordance with the relevant drawings/Bill of Quantities meeting the specification requirements.

- d) Receipt / storage, preservation and conservation of materials /equipment at site in accordance with the scheme/and provisions approved by Engineer-in-Charge in advance.
- e) Any item(s), though not covered in specification / drawings / schedule but are required for reliability and safety and as per good engineering practice shall be deemed to be included in the scope of work unless specifically excluded in the exclusion list.
- f) All wastages of material, their carriage/cartage and return of empties.
- g) Furnishing of documents and signing of Contract Agreements.
- h) Spares if any.

Offers not covering the above entire scope of work are liable to be treated as incomplete and will accordingly be deleted from further consideration.

4.3 Project Completion Schedule

The Bidder shall be expected to achieve completion of project with respect to each Unit in accordance with the best possible execution schedule i.e. completion schedule as under.

- 2 units of EUP1 – 28 months
- 2 units of EUP1 - 31months
- Unit 1 of EUP2 - 16 months
- Unit 2 of EUP2 - 25 months
- Unit 1 of EUP3 - 28 months
- Unit 2 of EUP3 - 31 months

Bidder may offer a better time schedule and shall indicate their best possible execution schedule with breakup along with their offer. However, in case the government announces a stricter time schedule ahead of the timelines indicated above, the same shall be mutually discussed for implementation.


5.0 COST OF BIDDING

All the costs and expenses incidental to preparation of the bid, discussions and conferences, if any, including pre-award discussions with the Bidders, technical and other presentation including any demonstrations, etc. shall be to the account of Bidder & Owner shall bear no liability whatsoever on such costs and expenses.

6.0 CONTENT OF BIDDING DOCUMENT

6.1 The Bidding Document comprise two Sections designated as:

SECTION-I	:	Condition of Contract
Part A	:-	Invitation For Bid (IFB)
Part B	:-	Instruction to Bidder (ITB)
Part C	:-	General Conditions of Contract (GCC)

	Instruction to Bidders SECTION- I	
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Part D	:-	Special Conditions of Contract (SCC)
SECTION-II	:	Technical Specification
Part IIA	:	De-SOx System

6.2 The Bidder is expected to examine all instructions, forms, terms, 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.

6.3 If there is a contradiction between the clause indicated in this Section-I and in Section-II, the more stringent condition shall remain applicable.

6.4 **Transfer of Bidding Document:** Transfer of Bidding Documents by one Bidder to another is not permissible.

7.0 CLARIFICATION OF BIDDING DOCUMENT

7.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Owner in writing through email at the Owner's mailing address indicated in clause 8.0 below. The Owner will respond in writing to any request for clarification or modification of the bidding documents that it receives no later than fifteen (15) days prior to the deadline for submission of bids prescribed by the Owner. The Owner's response (including an explanation of the query but not identification of its source) will be sent to all prospective Bidders that have received the bidding documents.

8.0 ADDRESS FOR COMMUNICATION

Mr. Saroj Kumar Padhi
Associate Vice President (Procurement & Contracts)
Jindal Power Limited
3rdnd Floor, Plot-2, Sector 32,
Gurgaon, Haryana 122001 India
Tel. No. Direct: -0091 124 6612106
Board: - 0091 124 6689000 EXTN: 2106
E-mail id : saroj.padhi@jindalsteel.com

9.0 BIDDER TO INFORM HIMSELF FULLY

9.1 Local Conditions

It is imperative for each Bidder to fully inform himself of all Indian as well as local conditions, factors and legislation that may have any effect on the execution of the work covered under the Bid Documents.

No request will be considered for clarifications from the Owner regarding such conditions, factors and legislation. It is understood and agreed that such

PART-B	O P Jindal Super Thermal Power Plant EUP1- 4X250 MW and EUP2 & EUP3-4X600 MW	4 of 22
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conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. The Owner will assume no responsibility for any understandings or representations concerning conditions made by any of his officers or agents prior to award of the Contract. No claim whatsoever, including those for financial adjustment to the Contract to be awarded under the Bid Specifications and documents will be considered by the Owner. The Owner shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

9.2 Site Condition

9.2.1 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. The costs of visiting the site shall be at the Bidder's own expense.

9.2.2 The Bidder and any of its personnel or agents will be granted permission by the Owner to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Owner and its personnel and agents 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.

9.3 The Bidder shall be deemed prior to submitting his Bid to have:

9.3.1 satisfied itself as to the means of communication with and access to and through the Site, the accommodation it may require and the precautions and the times and methods of working;

9.3.2 satisfied itself as to the nature of the work and materials necessary for the execution of the Works;

9.3.3 obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Contract price and its obligations under the Contract;

9.3.4 inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;

9.3.5 ascertained the general labour position at the Site. In particular, but without prejudice to the generality of the foregoing, the Contract price shall include all costs of labour including any shift or overtime working, incentives,

allowances, condition monies and the like and for all costs associated with the transport of labour and all necessary canteen, messing and accommodation facilities or the like required for the completion of the Works.

10.0 GENERAL

Any information provided in the Bid Document obtained from the Owner shall not in any way relieve the Bidder from his responsibility to supply/execute the Goods/Works in accordance with the Specifications including all detail and supply of all accessories or apparatus which may not have been specifically mentioned in the Specification or drawings, but otherwise necessary to ensure complete erection and successful, safe and efficient commercial operation of the Plant. If the Bidder offers new design features in his offered equipment which has yet to be proved in service for long duration period, than such equipment with new design features should be given extended warranty by the Bidder and the Bidder should clearly indicate the list of any such equipment(s) in their offer for the Owner comments/acceptance.

11.0 AMENDMENT OF BIDDING DOCUMENTS

- 11.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the bidding documents.
- 11.2 The amendment will be notified in writing to all prospective Bidders that have received the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.
- 11.3 In order to allow prospective Bidders reasonable time to take the amendment into account in preparing their bid, the Owner may, at its discretion extend the deadline for the submission of bids.

12.0 BID SECURITY-Deleted

13.0 PREPARATION OF BID

13.1 Language of Bids

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Owner 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 in English language in which case, for purposes of interpretation of the bid, the translation shall govern.

13.2 Documents comprising the bids


13.2.1 The bid submitted by the Bidder shall be comprising of the following documents

- a) Completely filled up various Proforma/ Annexures/ Schedules etc. as indicated in section-I and Section-II, in accordance with the instructions and notes contained there in.
- b) A letter of undertaking as per the Proforma attached herewith as Annexure A.
- c) Last three years income tax & sales tax clearance certificate (in case of photo copy, it should be attested by Notary public/ First class magistrate or Gazetted officer)
- d) **Bidders Qualification**

In addition to the qualifying requirement of Bidders indicated in part-A (IFB), the Bidder shall submit the documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted and the same shall establish to the Owner's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capacities and capabilities necessary to perform the contract and meets the experience and other criteria outlined below:

The Bidder shall provide satisfactory evidence that he and/or, where applicable, his collaborator/associate/partner(s) of Joint Venture:

- (i) is capable of executing the type of work specified and has adequate technical knowledge and relevant experience for the works covered in the bidding documents.
- (ii) projects successfully executed including the detail scope of work for each project, the date of order, date of commencement and completion, the name and address of the employers, the present status of the projects in hand and presently envisaged completion dates.
- (iii) The details of plant and machinery, including their make and present capacity etc.
- (iv) Copy of Performance Certificate, Balance sheets, P&L Account, Solvency Certificate from Bankers etc. Copy of Agreement/ Award

	Instruction to Bidders SECTION- I	
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Letter and completion certificates/payment certificates pertaining to the relevant work and period and partnership deed/proprietorship certificate/ Article and Memorandum of Association etc, as the case may be depending upon the constitution of the firm

- (v) does not anticipate a change in Ownership/Control during the proposed period of execution of Work (If such a change is anticipated, the scope and effect thereof shall be defined).
- (vi) has adequate financial stability and capability to meet the financial obligations pursuant to the Works covered in the Bidding Documents.
- (vii) has adequate design, civil works and/or fabrication & erection capability and capacity available to perform the work within the time period specified. The evidence shall specifically cover, with written details, the civil works and/or fabrication & erection capacities and present commitments (excluding those anticipated under these bidding documents). If the present commitments are such that the installed capacity results in an inadequacy to meet the requirements appropriate to the works covered in his bid, then the details of alternative arrangements to be organised by the Bidder and/or his collaborator/associate for this purpose and which shall meet the Owner 's approval, shall also be furnished.
- (viii) has an established project management organisation covering the areas related to engineering of equipment/systems, interface engineering, procurement of equipments and the necessary field services required for successful construction, installation, testing and commissioning of all the systems covered in the scope of work for this package and as required by the Bidding Documents.
- (ix) has established quality assurance system and organization designed to achieve high level of equipment/system reliability, during manufacturing and/or fabrication and field installation activities
- (x) Bids submitted by a Joint Venture of two or more firms as Partners, if so permitted in qualifying requirement of Bidders indicated in clause 4.0 of IFB shall comply with following requirements:
 - a) The bid shall include all the information described above for each Joint Venture partner.
 - b) The bid shall be signed so as to be legally binding on all the partners of the Joint Venture.

- c) One of the partners shall be designated as Leader, this authorisation shall be evidenced by submitting with the bid a power of attorney signed by legally authorised signatories of the Joint Venture partners. The bid shall be signed by the leader so as to be legally binding on all partners.
- d) The Leader shall be authorized to receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract, including payment, shall be done exclusively with the Leader.
- e) All partners of the Joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms.
- f) An agreement entered into by the Joint Venture Partners as per the format enclosed herewith as Annexure-C provided in the Bidding Documents shall be submitted with the bid

In order for the joint venture to qualify, each of its partners must meet the minimum criteria listed for an individual Bidder for the component of the Contract they are designated to perform. Failure to comply with this requirement with result in rejection of the Joint Venture's Bid

e) **Subcontractors proposed by the Bidder**

The Bidder shall include in its bids details of all major items of supply or services that it proposes to purchase or sublet and shall give details of the name, their experience, their reference list and nationality of the proposed Subcontractor including Sub-vendors, for each of those items. Bidders are required to submit at least 3 (three) names of Subcontractor/Sub-vendors against each item of the facilities. The Owner during pre-award stage will approve at least two names against each item and the Owner also reserves the right to reject all the names against all the items if in his opinion, the names suggested by the Bidder does not possess the relevant experience and in such case Bidder shall suggest alternate names equivalent to no. of names rejected by the Owner along with its revised bids.

The Bidder shall be responsible for ensuring that any plant, equipment/material or services to be provided by the Sub-Contractor/Sub-vendor comply with the requirements of ITB clause 13.2.1 (e) specifically in respect of cement, reinforcement steel, structural steel, paint and welding electrode, the Bidder will ensure that the sub-vendor proposed by them shall be the primary producers/manufacturers of these items and give all the details in their bid.

f) **Deviations**

Deviations, if any, from Section-I and Section-II of Bidding Documents shall be listed only in Deviation sheets. The Bidder shall also provide the additional price, if any, for withdrawal of the deviations. However, the attention of the Bidders is drawn to the provision of ITB Clause 27.0 regarding the rejection of Bids that are not substantially responsive to the requirements of the bidding documents.

Bidders may further note that except for deviations listed in deviation sheets, the bid shall be deemed to comply with all the requirement in the bidding documents and the Bidder is required to comply with all such requirements of Bidding Documents and technical specifications without any extra cost to the Owner irrespective of any mention to the contrary, any where else in the bid

At the time of Award of Contract, if so desired by the Owner, the bidder shall withdraw these deviations listed in deviation sheets at the cost of withdrawal stated by him in his bid. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected.


g) Certificate Regarding Acceptance of Important Conditions

No deviation, whatsoever is permitted by the Owner, to the provisions of the Bidding Documents listed in ITB Clause 27.7. The Bidders are advised that while making their Bid proposals and quoting prices, these conditions may appropriately be taken into consideration.

Bidders are required to furnish a certificate indicating their compliance to the provisions relating to the clauses listed in ITB Clause 27.7. The certificate duly signed and stamped by the bidder is to be furnished in a separate sealed envelope. Any bid not accompanied by such certificate in a separate sealed envelope shall be rejected by the Owner and returned to the Bidder without being opened.

h) Alternate Proposals

Bidders having alternate technological capabilities based on their experience, capabilities, patented research and development work etc., may offer alternate proposal(s), for reasons of economy or better performance. Such Alternate Technology proposals may be submitted with their standard specifications meeting Indian/International standard and Good Engineering Practice. Owner will compare and evaluate the alternate proposals with the base proposals based on lifecycle cost analysis.

	Instruction to Bidders SECTION- I	
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i) Local Representative

I) Foreign Bidders, if they have in India a local representation/Indian Agent, shall indicate in their Bid (Bid Proposal sheets), the name of such person or firm and also shall furnish the following information in their Bid:

- i) The precise relationship between the Bidder and his Indian Agent.
- ii) The mutual interests which the Bidder and the Indian Agent have in business of each other.
- iii) Any payment which the Indian Agent receives in India or abroad from the Bidder whether as a commission for the Contract or as a general retainer fee.
- iv) Indian Agent's Income Tax Permanent Account Number.
- v) Bidder's Income Tax Permanent Account Number.
- vi) All services to be rendered by the Indian Agent whether of general nature or in relation to the particular Contract.

II) Agent's commission, if any, (to be included in the Bid Price) shall be indicated separately but as a part of the Bid Price and the same will be payable only in equivalent Indian rupees. Indian Agent's commission will not be subject to any escalation whatsoever and will be payable prorata along with the base Contract price payments. To effect such payments, the Indian Agent's commission will be calculated on the basis of exchange rates (State Bank of India TT selling rate) as on the date of notice of the award to the successful Bidder.


III) The Bidder shall not pay Indian Agent's commission, unless declared in the Bid.

j) The Bidder should submit three (3) copies of their profit and loss account and balance sheet for the last five (5) years.

l) Any other technical data and further information or details, the Bidder wishes to submit in addition to the details asked for above as well as descriptive catalogues and drawings etc. may be enclosed along with above information.

13.3 The Bidder shall submit his Bid strictly in accordance with the Specification and terms and conditions set out in the Bid Document. The bid shall be submitted as per procedure laid down in Clause 14.0 below.

PART-B	O P Jindal Super Thermal Power Plant EUP1- 4X250 MW and EUP2 & EUP3-4X600 MW	11 of 22
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	Instruction to Bidders SECTION- I	
-----------------------------------------------------------------------------------	----------------------------------------------------	--

13.4 If the Bidder gives any wrong or misleading information in his Bid, the Owner will reserve the right to reject such Bid.


13.5 The Bid submitted shall become the property of the Owner with no obligation to return the same to the Bidder.

14.0 SUBMISSION OF BIDS

14.1 The Bidder shall prepare an original and 2 copies/sets of the bid clearly marking each one as "Original Bid", "Copy No. 1", "Copy no.2", etc, as appropriate. In the event of any discrepancy between them, the original shall govern. Further procedure as provided at 14.3 clause.

14.2 Signing of Bids

- i) The Bid must contain the name, and places of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature.
- ii) The names and designations of all persons signing, should also be typed or printed below the signature.
- iii) Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation(s) of the authorised partner(s) or other authorised representative(s).
- iv) Bid(s) by Corporation/Company must be signed with the legal name of the Corporation/Company and by the President, Managing Director or by the Secretary or other person or persons authorised to bid on behalf of such Corporation/Company in the matter.
- v) Bids submitted by a Joint Venture of two or more companies as partners shall comply with the requirements as indicated in Clause 13.2.1 d (vii).
- vi) A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing the details concerning the principal on whose authority he is signing the bid will be rejected.
- vii) Satisfactory evidence of authority of the person(s) signing on behalf of the Bidder shall invariably be furnished with the bid.
- viii) The Bidder's name stated on the proposal shall be the exact legal name of the firm.

	Instruction to Bidders SECTION- I	
-----------------------------------------------------------------------------------	----------------------------------------------------	--

- ix) Erasures or other changes in the Bid document including the proposal document shall be over the initials of the persons signing the Bid.
- x) Bids not conforming to the above requirements of signing may be disqualified.

14.3 Procedure for submission of bids

- (i) The Original Bid, Copy-1, and Copy-2 shall contain following envelopes. The Certificate Regarding Acceptance of Important Conditions as per Clause 13.2.1(g) duly signed and stamped by the Bidder, shall also be sealed in a separate envelope.

- (ii) The details required in each envelopes is described below:

Envelope No. 1 This envelope shall be superscribed 'Unpriced Bid for FGD System for Tamnar Power Plants'" and shall contain the unpriced bid comprising bid covering letter and schedules Covered under Bid Proposal sheets and complete technical details, data sheets, deviation sheet (if any), GCC, SCC, Quality assurance procedures and plan, guaranteed parameters, drawings, catalogue, design features, write up and various information pertaining to Qualifying requirements.


Envelope No. 2 This envelope shall be superscribed 'Price Bid for FGD System'" and shall contain the Price Schedule.

Envelope No. 3 This envelope shall be superscribed "The Certificate Regarding Acceptance of Important Conditions".

Envelope No. 4 This envelope shall contain a CD Rom having complete offer in soft copy".

- (iii) The outside of each envelope should also indicate clearly the name of the Bidder and his address. In addition, the left hand corner of the envelope or container should indicate the **IFB No. JPL-OPJSTPP-FGD -03**

- (iv) All bid documents shall be addressed to
 Mr. Saroj Kumar Padhi
 Associate Vice President (Contracts & Procurement)
 Jindal Power Limited
 3rd Floor, Plot No 2
 Sector 32,
 Gurgaon, Haryana 122001 India

	Instruction to Bidders SECTION- I	
-----------------------------------------------------------------------------------	----------------------------------------------------	--

Ph: +91 8826664057

- (v) The Bidder has the option of sending the bids by courier or registered post or submitting the bids in the person and shall ensure that the Bid shall reach to the Owner by the date and time stipulated.
- (vi) The Owner reserves the right to reject any bid which is not submitted according to the instructions stipulated above.
- (vii) Cutting in The Bid: The bid shall preferably not contain any cutting, erasures, overwriting etc. If any error is made while preparing the bid, the Bidder will cut the error and write separately with his signatures instead of erasing or overwriting.
- (viii) The bidder must sign and stamp each page of the bid document as a confirmation to compliance as per Owner's requirement.

15.0 DEADLINE FOR SUBMISSION OF BIDS

- 15.1 Bids must be received by the Owner at the address specified under ITB Clause 14.3 (iv) no later than the time and date stated in the IFB. In the event of the specified date for submission of bids being declared a holiday for the Owner, the bids will be received, up to the appointed time on the next working day.
- 15.2 The Owner may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Clause 11.0, in which case all rights and obligations of the Owner and Bidders will thereafter be subject to the deadline as extended.


16.0 LATE BIDS

- 16.1 Any bid received by the Owner after the bid submission deadline prescribed by the Owner, pursuant to ITB, clause 15.0, may be rejected and return to the Bidder.

17.0 VALIDITY OF BID

- 17.1 Bid shall remain open for acceptance by the Owner for a period of Six (6) months from the last date of submission of the Bid. During this period the Bidder shall not withdraw or amend his Bid. A bid valid for a shorter period shall be rejected by the Owner as being non-responsive.
- 17.2 The quoted prices should remain firm till completion of the Contract.
- 17.3 Notwithstanding Clause 17.1 above, the Owner may obtain the Bidder's consent to extend the validity period of his Bid, as required. The request and

PART-B	O P Jindal Super Thermal Power Plant EUP1- 4X250 MW and EUP2 & EUP3-4X600 MW	14 of 22
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	Instruction to Bidders SECTION- I	
-----------------------------------------------------------------------------------	----------------------------------------------------	--

response thereto shall be made in writing. . The Bidder accepting the request will not be permitted to modify his Bid.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS

18.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for bid submission.

18.2 Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB clause 14.0.

18.3 The Bidder wishing to withdraw its bid shall notify the Owner in writing prior to the deadline prescribed for bid submission. The notice of withdrawal shall

- a) be addressed to the Owner at the address specified and
- b) bear the IFB number, and the words "BID WITHDRAWAL NOTICE." Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.

18.4 No bid will be withdrawn during the period between the bid submission deadline and the expiration of the bid validity period.

19.0 BID PRICE

19.1 The Bidder shall quote in his bid the total price for the entire scope of works covered under the Bid Documents as required in the Bid Price Proposal Sheets, which shall be firm and final inclusive of escalation.

20.0 BID CURRENCIES

20.1 Prices shall be quoted in the following currencies

- a) Supply of Equipment including spares and tools and tackles shall be quoted in any currency. Domestic Bidder while quoting in foreign currency must comply with the requirement as laid down by Govt. of India from time to time.
- b) Port handling, port clearance, port charges for the imported goods, further loading and inland transportation for delivery at Site, inland transit insurance, unloading, storage, handling at Site, installation, insurance covers, testing commissioning and conducting PG test shall be quoted in local currency. However, foreign component, if any, of installation services may be quoted in foreign currency.

PART-B	O P Jindal Super Thermal Power Plant EUP1- 4X250 MW and EUP2 & EUP3-4X600 MW	15 of 22
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- c) If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly, but use not more than three foreign currencies.

21.0 QUANTITIES

- 21.1 The quantities of items indicated in Section-II are only provisional and the Owner reserves the right of revising the same at the time of bid evaluation/ pre award stage.
- 21.2 The Owner also reserves the right to split the quantities and to entrust the order to one or more bidders. The bidder shall agree to supply part quantities ordered on him at the rates/price mentioned in his bid and accepted by the Owner .

22.0 SPARE PARTS

- 22.1 The Bidder shall provide unit prices of the mandatory spares as per good engineering practice along with the price schedule enclosed in the Bid Documents. The mandatory spare parts prices shall be firm and shall not be subject to escalation and shall not be included in the total Price but indicated separately in the schedules. The Owner reserves the right after evaluation and at the time of award to vary the quantity of any of the spares and/or to delete any item of spares altogether or add new items of spares during award/detailed engineering stage at the unit rates agreed to in the Contract or to be agreed mutually in case unit rates are not identified in the Bid/ Contract.
- 22.2 In addition, the Bidder shall provide based on his own experience of the performance of his equipment, in the form of a schedule given in Bid Proposal Sheets, the complete list of recommended spare parts for three (3) years operation of the equipment covered under the proposal. The recommended spare prices shall be firm and shall not be subject to escalation and shall not be included in the total price but indicated separately in the schedules. In the list of recommended spare parts, the Bidder shall identify the unit-wise population alongwith price break-up of each of the items recommended and anticipated normal life of the spares. The Owner have the option to either procure the recommended spares along with main equipment or later on.
- 22.3 The prices of spares (mandatory and recommended) quoted by the Bidder shall remain valid upto 3 years from the date of Commissioning and the owner shall have the right to place the order of spares upto 3 years period from the date of Commissioning at the same price. The prices of all future requirements of Spares beyond three (3) years period will be mutually agreed but such prices shall, in no case, be higher than those agreed with the most preferred customers.

23.0 CONTRACT QUALITY ASSURANCE

23.1 The Bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures, which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the Technical Specifications.

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

24.0 MAINTENANCE TOOLS AND TACKLES

24.1 The proposal shall include all special tools and tackles required for the operation and maintenance of the equipment to be supplied and erected by the Bidder. The Bidder shall indicate all the above items in the Bid Proposal Sheets in the form of a schedule giving therein the description, quantity and price of each item. These tools and tackles shall be delivered at site along with the consignment of corresponding equipment.

25.0 OPENING OF BIDS BY OWNER

25.1 The Owner will open the commercial bid only when the technical bid meets Owner's technical requirements.

25.2 Late bids and/or bids not accompanied by the 'Certificate Regarding Acceptance of Important Conditions' in a separate sealed envelope will be rejected and returned to the Bidder.

26.0 CLARIFICATION OF BIDS

26.1 During bid evaluation, the Owner 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.

27.0 PRELIMINARY EXAMINATION OF BIDS

27.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 27.2 The Owner will determine to its satisfaction whether the Bidders are qualified to satisfactorily perform the Contract in terms of the qualifying requirements stipulated in clause 4.0 of IFB and clause 13.2.1 (d) of ITB.
- 27.3 The determination will take into account the Bidder's financial, technical and production capabilities, delivery/commissioning schedule, in particular its contract, work in hand, future commitments and current litigation. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder alongwith its bid, as well as such other information as the Owner deems necessary and appropriate.
- 27.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.
- 27.5 The Owner 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 deviation sheet of its bid, and that does not affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB clauses 28.0 and 29.0.
- 27.6 Prior to the detailed evaluation, the Owner 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 Owner '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.
- 27.7 No deviation, whatsoever, is permitted by the Owner to the provisions relating to the following clauses (Important Conditions):
- 27.7.1 Arbitration (Clause 46.0 of GCC, Part-C).
 - 27.7.2 Defect Liability (Clause 34.0 of GCC, Part-C)
 - 27.7.3 Force Majeure Conditions (Clause 23.0 of GCC, Part-C).
 - 27.7.4 Insurance (Clause 28.0 of GCC, Part-C).
 - 27.7.5 Validity of Bids (Clause 17.0 of ITB, Part-B).

27.7.6 Liquidated Damages (Clause 1.0 of SCC, Part-D)

27.8 The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the nonconformity

27.9 Conversion to Single Currency

To facilitate evaluation and comparison, the Owner will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to Indian Rupees at the Bills Selling Exchange Rate established by State Bank of India at the date of Opening of Bids.

28.0 TECHNICAL EVALUATION

28.1 The Owner 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 Owner will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- a. overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as given in the technical deviation sheet of its 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 mandatory and recommended spare parts and maintenance services
- d. any other relevant factors, if any, listed in the Bid documents, or that the Owner deems necessary or prudent to take into consideration.

29.0 COMMERCIAL EVALUATION

29.1 The Owner 's commercial evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedules, the following costs and factors that will be added to each Bidder's bid price in the evaluation using

pricing information available to the Owner, in the manner and to the extent indicated in ITB clause 29.2 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 deviation sheet of the bid.
- b. the functional guarantees of the facilities offered.
- c. the extra cost of work, services, facilities etc, required to be provided by the Owner or third parties.
- d. Life Cycle Cost analysis for bids submitted by Alternate Technology Suppliers.

29.2 Pursuant to ITB clause 29.1, the following evaluation methods will be followed:

a. Technical 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 deviation sheet of the bid will be used if necessary. If such a price is not given, the Owner will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

b. Functional Guarantees of the facilities

- (i) Bidders shall state the functional guarantees (e.g. performance, efficiency, consumption etc.) of the proposed facilities in response to the Technical Specifications. In case a minimum (or a maximum, as the case may be) level of functional guarantees is specified in the Technical Specifications for the bids to be considered responsive, bids offering plant and equipment with such functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.
- (ii) For the purposes of evaluation, the adjustment specified in the Bid Documents will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder, below (or above) either a norm of 100 or the value committed in the responsive bid with the most performing functional guarantees, as specified in the Bid Documents.

c. Work, services, facilities etc. to be provided by the Owner

Where bids include the undertaking of work or the provision of services or facilities by the Owner in excess of the provisions allowed for in the bidding documents, the Owner 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.

30.0 AWARD OF CONTRACT

30.1 In the absence of pre-qualification, during preliminary examination of bids as indicated in clause 27.0 above, the Owner will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract in terms of the qualifying requirements stipulated in clause 4.0 of IFB and clause 13.2.1(d) of ITB.

30.2 The determination will take into account the Bidder's financial, technical and production capabilities, past performance, in particular its contracts, work in hand, future commitments and current litigation. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder alongwith its bid, as well as such other information as the Owner deems necessary and appropriate.

30.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Owner will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30.4 The capabilities of the vendors and subcontractors proposed to be used by the lowest evaluated Bidder will also be evaluated for acceptability. Their participation should be, confirmed with a letter of intent between the parties, as needed.

30.5 Award Criteria

30.5.1 Subject to ITB clause 31.0, the Owner will award, the Contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

30.5.2 The mode of contracting with the successful bidder will be as per stipulation outlined in GCC clause 5.0.

31.0 OWNER 'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

31.1 The Owner reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.

32.0 NOTICES

Unless otherwise stated in the Bid Documents/Contract/Order, all notices to be given shall be in writing, and shall be sent by personal delivery, airmail post, special courier, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party with the following provisions:

Any notice sent by telex, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

Any notice delivered personally or sent by telex, facsimile or EDI shall be deemed to have been delivered on date of its dispatch.

Either party may change its postal, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the contract.