SECTION – II

INSTRUCTION TO BIDDERS (ITB)

DISCLAIMER

1. The Bidding Document(s) do not constitute an agreement or offer by the Employer/ Owner to the prospective Bidders or to any other party. The purpose of this Bidding Document is to provide interested parties with information to assist the formulation of their Bid. The Bidding Documents are based on material and information available to the Employer/ Owner to best of its knowledge.

2. This Bidding Documents, along with its annexures, is not transferable and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project in accordance with this Bidding Document, this Bidding Document must be kept confidential.

3. While this Bidding Document has been prepared in good faith, neither the Employer/ Owner, nor its employees or advisors/consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this Bidding Document. The Bidders shall satisfy themselves, on receipt of the Bidding Document, that the Bidding Document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately in accordance with the requirements mentioned in ITB. If no intimation is received from any Bidder from the date of issue of this Bidding Document, on or before the date & time mentioned in this Bidding Document, it shall be considered that the issued document, complete in all respects, has been received by the Bidders.

4. This Bidding Document includes statements, which reflect various assumptions arrived at by Employer/ Owner in order to give a reflection of current status in the Bidding Documents. These assumptions should not be entirely relied upon by Bidders in making their own assessments. This Bidding Document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for Employer/ Owner to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bidding Document. Certain Bidders may have a better knowledge of the Project than the others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information provided in this Bidding Document and obtain independent advice from appropriate sources.

5. Neither Employer/ Owner nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of

the information in this Bidding Document.

6. Neither Employer/ Owner, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bidding Document, any matter deemed to form part of this Bidding Document, the award of the Project, the information supplied by or on behalf of Employer/ Owner or its employees, any consultants or otherwise arising in any way from the qualification process for the said Project.

7. By participating in the bidding process, each of the Bidder shall have acknowledged and accepted that he has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of Employer/ Owner or any person working in the bidding process.

8. Employer/ Owner may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement this Bidding Document. Such updations, amendments or supplements, if any, will however be circulated to the Bidders not later than 3 days prior to the last date for submission of Bid.

9. Each Bidder unconditionally agrees, understands and accepts that the Employer/ Owner reserves the rights to accept or reject any or all Bids without assigning any reason. Neither the Employer/ Owner nor its advisers shall entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses incurred in relation to the preparation of Bids.

10. This Bidding Document may be withdrawn or cancelled by the Employer/ Owner at any time without assigning any reasons thereof. Employer/ Owner further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever.

TABLE OF CLAUSES

Preamble
A. Introduction 1
1. About the Owner 1
2. Eligible Bidders 1
3. Eligible Plant, Equipment, and Services 2
4. Cost of Bidding 3
B. The Bidding Document(s) 3
5. Content of Bidding Document(s) 3
6. Clarification of Bidding Documents; and Pre-Bid Meeting 5
7. Amendment of Bidding Documents 6
C. Preparation of Bids 6
8. Language of Bid 6
9. Documents Comprising the Bid 7
10. Bid Form and Price Schedules 13
11. Bid Prices 13
12. Bid Currencies 14
13. Bid Security 14
14. Period of Validity of Bid 15
15. Format and Signing of Bid 16
D. Submission of Bids 16
16. Sealing and Marking of Bids 16
17. Deadline for Submission of Bids 17
18. Late Bids 17
19. Modification and Withdrawal of Bids 18
E. Bid Opening and Evaluation 18
20. Opening of First Envelope by Employer 18
21. Clarification of Bids 18
22. Preliminary Examination of First Envelope 19
23. Qualification 20
24. Evaluation of Technical Bid (First Envelope) 20
25. Opening of Second Envelope by Employer 21
26. Conversion to Single Currency 22
27. Evaluation of Second Envelope (Price Bid) 22
28. Confidentiality and Contacting the Employer 24
F. Award of Contract 24
29. Award Criteria 24
30. Employer's Right to Accept any Bid and to Reject any or all Bids 25
31. Notification of Award 25
32. Signing the Contract Agreement 25
33. Performance Security 25
34. Fraud and Corruption 26

INSTRUCTION TO BIDDERS (ITB)

Preamble

This section (Section–II) of the Bidding Documents provides information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission, bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless Section III, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of Section – II & Section – III, the provisions of Section – III shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section – IV: General Conditions of Contract and/or Section – V: Special Conditions of Contract.

The respective rights of the Employer and Bidders/Contractors shall be governed by the Bidding Documents/Contracts signed between the Employer and the Contractor for the respective package(s).

Further in all matters arising out of the provisions of this Section – II and the Section–III of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of New Delhi shall have exclusive jurisdiction.

A. Introduction

1. About the Owner

Ishanagar Power Transmission Limited ("IPTL" and/or "**Employer**" and/or "**Owner**"), was incorporated on January 2024 for a 35-year period from the scheduled commercial operation date, under the Build, Own, Operate and Transfer (BOOT) model.

IPTL consists of the construction of substations and a transmission line in Madhya Pradesh. Once built, the project will help cater to the electricity demand of the proposed green hydrogen plant in the nearby area and for the interconnection of a 630 MW Solar Plant.

1.1. Central Transmission Utility of India Limited ("CTUIL") has awarded Inter State Transmission scheme for "Implementation of 1 No. of 400kV line bay at Ishanagar S/s for RE interconnection of 640 MW Barethi Solar Park of M/s NTPC Renewable Energy Limited" to IPTL on dated 7th August 2026 approved in line with MoP office order dated 28th October 2021 and MoP Gazette notification dated 23rd June 2025 under Regulated Tariff Mechanism (RTM) mode.

2. Eligible Bidders

2.1. This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 2013 (as the case may be), barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India.

2.2. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

(a) they have a controlling partner in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or

influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Annexure – A (BDS)] or as a partner in a joint venture. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Equipment and Installation Services that are the subject of the bid; or

(g) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.

2.3. The Bidder directly or indirectly shall not be a dependent agency of the Employer.

2.4. In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

3. Eligible Plant, Equipment, and Services

3.1. For the purposes of these Bidding Documents, the words "Facilities," "Plant and Equipment," "Installation Services," etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.

3.2. All Plant and Equipment to be supplied and installed and Services carried out under the Contract shall have their origin in any country barring those countries against whom sanction for conducting business is imposed by Government of India.

3.3. For purposes of this clause, "origin" means the place where the Plant and Equipment or component parts thereof are mined, grown, or produced. Plant and Equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.4. The origin of the Plant and Equipment, and Services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1. The Bidder shall bear all costs associated with the preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and the Employer in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Document(s)

5. Content of Bidding Document(s)

5.1. The Facilities required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto:

VOLUME – I: Conditions of Contract

Section I Notice Inviting Tender (NIT)
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV General Conditions of Contract (GCC)
Section V Special Conditions of Contract (SCC)
Section VI Sample Forms and Procedures

1. Form of 'Notification of Award'
2. 2A. Form of Agreement For Supply of Goods Contract
3. 2B. Form of Agreement For Supply of Services Contract
4. Appendix 7: Performance Security Form
5. Appendix 8: Bank Guarantee Form for Advance Payment
6. Appendix 9: Form for Taking Over Certificate
7. Appendix 10: Form of Extension of Bank Guarantee
8. Appendix 11: Form of Operational Acceptance
9. Appendix 12: Safety Plan

Volume-II: Technical Specifications

1. Technical Specification
2. Scope of Work
3. QA QC Contractual Requirements
4. HSE Code of Conduct for Contracts

Volume-III: Bid Form & Bid Price Schedule

1. Bid Price Schedule
2. Bid Forms (Technical Bid and Price Bid)
3. Other Bid Forms
    a. Bid Check List
    b. General Information of Bidder
    c. No Deviation Certificate
    d. Technical Experience
    e. Bid-Securing Declaration
    f. Declaration for all the information provided by the Bidder in eligibility /qualification data is true and correct.
    g. Format for Power of Attorney for
    h. Authorized Signatory
    i. Format for Net Worth (A)
    j. Format for Net Worth (B)
    k. Format for Average Annual Turnover (AAT) (A)
    l. Format for Average Annual Turnover (AAT) (B)
    m. Format for Liquid Assets (LA) (A)
    n. Format for Liquid Assets (LA) (B)
    o. Format for evidence of access to or availability of credit/facilities

5.2. 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.

5.3. Scope of Work is given in Volume-II of Bidding Documents titled "Technical Specifications".

5.4. All the Bidders shall submit along with the hard copy of bid a nonrefundable fee towards the cost of Bidding Documents in the form of demand draft/electronic transfer as stipulated in the BDS.

Alternatively, the nonrefundable fee towards the cost of Bidding documents can be submitted.

The copy of 'Online Payment Acknowledgement subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.

Bidder's failure to submit nonrefundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment or subsequently pursuant to ITB Clause 21.1.

6. Clarification of Bidding Documents; and Pre-Bid Meeting

6.1. Prospective bidder may seek clarification in writing by e-mail at the Employer's e-mail address indicated in the BDS. Similarly, if a Bidder feels that any important provision in the documents, such as those listed in ITB Clause 22.4, will be unacceptable, such an issue should be raised as above. The Employer will respond through e-mail to any request for clarification or modification of the Bidding Documents that it receives no later than ten (10) days (unless otherwise specified in BDS) prior to the original deadline for submission of bids prescribed by the Employer. The Employer shall not be obliged to respond to any request for clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Employer's response (including an explanation of the query but not identification of its source) will be responded vide e-mail to all the prospective bidders.

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 and cost, all information that may be necessary for preparing the bid and entering into the contract for supply and installation of the Facilities. The costs of visiting the site shall be at the Bidder's own expense.

6.3. The Bidder and any of its personnel or agents 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, its personnel and agents will release and indemnify the Employer 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.

6.4. The Bidder's designated representative(s) is/are invited to attend a pre-bid meeting, which, if convened, will take place virtually at the time stipulated in the BDS. The purpose of the meeting will be to clarify any issues regarding the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible, to submit any question in writing, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the meeting, including the

text of the questions raised (without identifying name of the bidders) and the responses given, together with any responses prepared after the meeting, will be transmitted without delay through e-mail. Any modification of the Bidding Documents listed in ITB Clause 5.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB Clause 7 and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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.

7.2. The amendment will be notified only through email. The amendments to the Bidding Documents will be binding on the bidders and shall be deemed to be construed that such amendment(s), to the Bidding Documents have been taken into account by the Bidder in its bid.

7.3. In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids, in which case, the Employer will notify through portal https://www.indigrid.co.in/ where all prospective bidders may see the extended deadline.

C. Preparation of Bids

8. Language of Bid

8.1. The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Employer related to the bid shall be written in the 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 English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall govern. In case of any misinterpretations in the English language vis-à-vis another language, Employer, at its discretion can reject the bid submitted by the Bidder on the ground of misrepresentation of the information.

9. Documents Comprising the Bid

9.1. The Bid shall comprise of the Technical Bid and Price Bid. The Technical Bid and Price Bid shall be submitted in hard copies, as per all the terms and conditions of the Bidding Document.

Hard copy of the Technical Bid shall comprise of following documents to be submitted in sealed envelope, as part of First Envelope.

a) Bid Check List
b) Bidding Document fee
c) Bid Security
d) Bid Form (Technical bid);
e) General Information of Bidder
f) Power of Attorney
g) No Deviation Certificate
h) Qualifying Requirement (QR) Data;
i) Technical Experience (list of similar projects executed in the last 5 (five) years with details viz. scope, capacity, date of award, date of completion, contact details etc);
j) Performance certificates issued by the clients with details viz. scope, capacity, date of award, date of completion etc;
k) List of projects in hand (which are being executed) with details viz. scope, capacity, date of award, scheduled date of completion, contact details etc;
l) Manufacturer's Authorization Form;
m) Proof of incorporation of the company under the laws in which it is incorporated e.g., certificate of incorporation, Memorandum of Association and Article of Association of the company or any other documents certifying the incorporation, including their amendments certified by the Company Secretary;
n) Declaration of Tax exemptions, reductions, allowances or benefits;
o) Organization structure of company, in the event the bidder is a company;
p) Bidders shall furnish a certificate duly certified by authorized signatory of the Bidder who has been issued Power of Attorney and the Statutory Auditor in support of their Networth. Alongwith above a separate sheet to be enclosed providing details of computation of Networth duly certified by Statutory Auditor as defined in Annexure A (BDS).
q) Bidders shall furnish a certificate duly certified by authorized signatory of the Bidder who has been issued Power of Attorney and the Statutory Auditor in support of their Average Annual Turnover (AAT). Along with above a separate sheet to be enclosed providing details of computation

of AAT duly certified by Statutory Auditor as defined in Annexure A (BDS).

r) Bidders shall also submit the duly audited financial statements (Profit & Loss statement, Balance Sheet and Cash Flow statement) for last five (5) years of the bidding company;
s) Photocopy of the PAN card;
t) Photocopy of registration certificates obtained from the relevant taxation authorities;
u) The Bidding Documents and subsequent amendments/ addenda/ errata/ corrigenda, if any, in original with all pages numbered, signed, and stamped;
v) Evidence of access to or availability of credit/facilities issued by any Scheduled Commercial Bank in support of their financial capability as defined in Annexure A (BDS).

or

Bidders shall furnish a certificate duly certified by authorized signatory of the Bidder who has been issued Power of Attorney and the Statutory Auditor in support of their Liquid Assets (LA). Along with above a separate sheet to be enclosed providing details of computation of LA duly certified by Statutory Auditor as defined in Annexure A (BDS).

This is a mandatory submission and shall be submitted as per the requirements given in the BDS.

Hard copy of the Price bid shall comprise of following documents to be submitted in sealed envelope, as part of Second Envelope.

(i) Copy of the "Bid Form (Price Bid)" duly signed by the Authorized Signatory and stamped by the Bidder to unconditionally accept all terms of the Bidding Document.

This is a mandatory submission and shall be submitted as per the requirements given in the BDS.

(ii) Copy of the "Bid Price Schedule" duly signed by the Authorized Signatory and stamped by the Bidder mentioning the quoted Price for the Bid.

This is a mandatory submission and shall be submitted as per the requirements given in the BDS, or in accordance with ITB Clause 14.

(iii) Copy of the "Bid Price Schedule" by the Bidder mentioning the quoted Price for the Bid in pen-drive in excel format provided.

This is a mandatory submission and shall be submitted as per the requirements given in the BDS, or in accordance with ITB Clause 14.

In case of any discrepancy in the amount mentioned in Bid Price Schedule and Bid Form (Price Bid), the amount quoted in the Bid Form (Price Bid) shall be considered final and the same will be considered for evaluation and award purpose.

9.2. The bid shall be submitted by the Bidder under "Single Stage – Two Envelope" procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Technical Bid) and Second Envelope (also referred to as Price Bid) shall comprise of the following documents:

9.3. Bidder shall submit the following documents by in Hard copy in the manner specified in ITB Clause 9.1 above along with its Technical– Bid (First Envelope):

i. Bid Security or Online Payment Acknowledgement towards Bid Security *(submission of Hard Copy in 'Original' for Bid Security)*

A bid security or Online Payment Acknowledgement towards Bid Security, in sealed separate envelope shall be furnished in accordance with ITB Clause 13 & ITB Clause 16.

Bidder shall submit the hard copy of the Bid Security in original or a copy of Online Payment Acknowledgement towards Bid Security.

ii. Power of Attorney *(submission of Hard copy in 'Original')*

A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity, in accordance with ITB Clause 14.

iii. Bidder's Eligibility and Qualifications *(Documentary evidence in support of Bidder's qualification.)*

Documentary evidence establishing that the Bidder is eligible to bid in accordance with ITB Clause 2 and is qualified to perform the contract in accordance with **Annexure – A (BDS)**, if its bid is accepted.

The documentary evidence of the Bidder's eligibility to bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined in ITB Clause 2.

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Employer's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in Annexure – A (BDS) and shall also include:

The documentary evidence defining i) the constitution or legal status; (ii) The principal place of business; (iii) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms); (iv)In support of meeting the Technical experience, self-certified copy of Contract/ Award Letter and Utility Certificate.

The bidder shall furnish along with its bid a declaration from its Power of Attorney holder or Key Managerial Personnel (KMP) of the company i.e. CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/ any other officer entrusted with substantial powers of the management of the affairs of the company/firm, declaring the eligibility/qualification data to be true and correct.

Declaration for anticipated change in legal structure/ ownership, if any.

The Audited statement of accounts of the company for last five years of its own (separate) preceding (starting from FY 2023) the date of submission of bid. The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any.

If the opening of the bids pursuant to ITB Clause 20.1 or the ascertainment of qualification pursuant to ITB Clause 23.1 is carried out after 30th September, the bidder shall be required to submit the Audited statement of accounts of the company for the immediately preceding Financial Year except in cases

where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to ITB Clause 21.1, the Bid shall be rejected.

However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, its Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

[**Note I**. In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/ Holding/ Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

Note II. Similarly, if the Bidder happens to be a Group/Holding/ Parent company, the Bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above certifying that these information/documents are based on audited accounts, as the case may be.]

Unless otherwise mentioned in **BDS**, bids submitted by a joint venture of two or more firms as partners, if allowed as per stipulated Qualification Requirements in Annexure-A (BDS), shall comply with the following requirements:

i. The bid shall include all the information required as described above for each joint venture partner.
ii. The bid shall be signed so as to be legally binding on all partners.
iii. One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced by

submitting with the bid a power of attorney signed by legally authorized signatories.

iv. The leader shall be authorized to incur liabilities and 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, provided otherwise requested by the joint venture and agreed between the Employer and the leader.

v. All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.

vi. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid, including inter-alia delineation of responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liability.

vii. The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, manufacturing, supply, installation, commissioning and training. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer; and

In order for a joint venture to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder in enclosed **Annexure-A (BDS)** for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture bid.

A firm can be a partner in only one joint venture; bids submitted by joint ventures or consortia including the same firm as partner will be rejected.

In the case of a Bidder who offers to supply and/or install plant and equipment under the contract that the Bidder did not manufacture or otherwise produce and/or install, the Bidder shall (i) have the financial and other capabilities necessary to perform the contract; (ii) have been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the Employer's country; and (iii) be responsible

for ensuring that the manufacturer or producer complies with the requirements of ITB Clause 3.2 and meets the minimum criteria listed for an individual Bidder for that item.

iv. Deviations: Bidders are not allowed to take any deviation from the Bidding Document. The format for the "No Deviation Certificate" is attached in the Volume III of the Bidding Documents. The Bidders shall submit a duly signed "No Deviation Certificate" as part of the Technical Bid.

10. Bid Form and Price Schedules

10.1. The Bidder shall complete the Bid Form(s) and the appropriate Bid Price Schedule furnished in the Bidding Documents as indicated therein, 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" and Lump Sum Turnkey (LSTK) 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, engineering, supply, testing at manufacturer's works, transportation, unloading and delivery at site including insurance & storage, associated civil works, erection, testing and commissioning at site, along with all equipment, fittings, accessories, foundation bolts (if any), cables, Mandatory Spare parts at Ishanagar Substation on LSTK basis. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning, commissioning and operational acceptance 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 Conditions of Contract.

11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents

11.3 The bid price for the Facilities for which the quantities are to be estimated by the Bidder shall remain constant unless there is change made in the Scope of Work by the Employer. In case additional quantities, over and above the quantities specified in the BOQ/Billing Breakup as estimated by the bidder, are required for successful completion of the scope of work

as per Technical Specification, the Bidder shall execute additional quantities of these items for which no additional payment shall be made over and above the lumpsum bid price. In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be the property of the bidders and they shall be allowed to take back the same from the site for which no deduction from the lumpsum bid price shall be made. Further, in case actual requirement of quantities for successful completion of scope of work is less than the quantities identified in the approved BOQ / Billing Breakup as estimated by the bidder, the lumpsum bid price shall remain unchanged and no deduction shall be made from the lumpsum price due to such reduction of quantities.

11.4 It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies (including GST) and interest, if applicable on account of additional revised invoice issued for actual material supplied, to the concerned authorities for such return/supply of surplus material, which would otherwise have been, lawfully payable. The bidders shall submit an indemnity bond to keep Employer harmless from any liability, before release of such material to the bidder by Employer.

11.5 LSTK shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications and requirement of the Facilities.

12. Bid Currencies

12.1. Prices shall be quoted in Indian Rupees Only.

13. Bid Security

13.1. The Bidder shall furnish as part of its bid, a bid security in the amount and currency as stipulated in the **BDS**. The bid security must be submitted in the form provided in the Bidding Documents.

13.2. The bid security shall, at the bidder's option, be in the form of a demand draft/Fixed Deposit receipt in favour of the Employer as stipulated in **BDS** or a bank guarantee from a reputed bank selected by the Bidder as per Clause 11.4 of the GCC. The format of the bank guarantee shall be in accordance with the Bid Security Form included in the Bidding Documents. Bid Security shall be valid upto date as mentioned in BDS, or any other date as subsequently requested under ITB Clause 14.2.

13.3. Any bid not accompanied by an acceptable Bid Security or Online Payment Acknowledgement towards Bid Security (along with the bid or subsequently pursuant to ITB Clause 21.1) shall be rejected by the

Employer as being nonresponsive, pursuant to ITB Clause 22.4.

13.4. The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the Bid Validity Period.

13.5. The successful Bidder shall be required to keep its Bid Security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 33 are furnished to the satisfaction of the Employer. 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 during the Bid Validity Period specified by the Bidder in the Bid Form; or

(b) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 27.2; or

(c) In 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(ies), in accordance with ITB Clause 33 and/or to keep the bid security valid as per the requirement of ITB Clause 13.5.

13.7. No interest shall be payable by the Employer on the above Bid Security.

14. Period of Validity of Bid

14.1. Bids shall remain valid for the period of six months after the date of opening of Technical Bid i.e. First Envelope, prescribed by the Employer, pursuant to ITB Clause 20.1 ("Bid Validity Period"). A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.

14.2. In exceptional circumstance, the Employer may solicit the Bidder's 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 or permitted to modify its bid.

15. Format and Signing of Bid

15.1. The bidder shall prepare and submit the bid in the manner indicated in ITB Clause 9.

15.2. The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.

D. Submission of Bids

16. Sealing and Marking of Bids

16.1. The Bidder shall submit the hard copy of DD or Online Payment Acknowledgement towards Bidding Document fee, Bid Security, Bid Form, Power of Attorney, Joint Venture Agreement (as applicable) and Power of Attorney of Joint Venture Agreement (as applicable) and duly marked First Envelope (Technical Bid) in the following manner.

Envelope – A: Bidding Document fee / Online Payment Acknowledgement towards Bidding Document fee

Envelope – B: Bid Security/ Online Payment Acknowledgement towards Bid Security

Envelope – C: Bid Form (Technical Bid)

Envelope – D: Power of Attorney, Joint Venture Agreement

Envelope – E: Bidder's Eligibility and Qualifications (All documents as specified in ITB Clause 9.1 (h) to (s), shall form part of Envelope - E)

Envelope – F: All other documents as specified in ITB Clause 9

16.2. The Bidder shall submit the hard copy of duly marked Second Envelope (Price Bid) in the following manner.

Envelope – A: Bid Form (Price Bid)

Envelope – B: Bid Price Schedule

Envelope – C: Bid Price Schedule in pen-drive in excel format

(*provided in the Bidding Documents*)

16.3. The envelope shall

(a) be addressed to the Employer at the address given in the BDS, and

(b) bear the contract name indicated in the BDS, the Invitation for Bids title and number indicated in the BDS, and the statement "Do Not Open Before [date]," to be completed with the time and date specified in the BDS, pursuant to ITB Clause 20.1.

All the envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."

16.4. If the envelope is not sealed and marked as required by ITB Clause 16.3 above, the Employer will assume no responsibility for the bid's misplacement or premature opening.

17. Deadline for Submission of Bids

17.1. Hard copy of Bid Security in accordance with ITB clause 13, in separate envelope, Bid Form, Power of Attorney, Joint Venture Agreement & Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture) and all other documents as specified in ITB Clause 9 must be received by the Employer at the address specified under ITB Clause 16.3 no later than the time and date stated in the **BDS**. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day.

17.2. The Employer may, at its discretion, extend this deadline for submission of bids any time prior to opening of bids, 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. In case the bid is received by the Employer after the deadline for submission of the same prescribed by the Employer in the BDS the bid will be considered as late bid. Such bids will be rejected during preliminary examination.

19. Modification and Withdrawal of Bids

19.1. 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 Clause 13.6.

E. Bid Opening and Evaluation

20. Opening of First Envelope by Employer

20.1. The Employer will open the First Envelope i.e. Technical Bid in public, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the **BDS**. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day.

20.2. No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 18. However, opening of bid, accompanied with the Tender fee and/or bid security, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Section-II.

20.3. The Employer shall prepare minutes of the bid opening in the form of Bid Opening Statement.

20.4. Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be considered unopened.

21. Clarification of Bids

21.1. During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous submission of documents related to/identified in ITB Clause 9.1 or the Audited statement of accounts as specified, Demand Draft towards the cost of Bidding Documents pursuant to ITB 5.4 required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected. 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.

22. Preliminary Examination of First Envelope

22.1. The Employer will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

22.2. 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 into 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 Clause 24.

22.3. Prior to the detailed evaluation, the Employer will determine whether each bid is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in the Bid Form, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. 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.

22.4. Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 10 (Terms of Payment), 11.3 (Performance Security), 11.5 (Indemnity), 12 (Taxes and duties), 19 (Change in Facilities), 24.2 (Completion Time Guarantee), 25 (Defect Liability), 26 (Functional Guarantees), 28 (Indemnity against infringement of Intellectual Property), 29 (Limitation of Liability), 41 (Settlement of Disputes), 42 (Arbitration), and Appendix 2 (Price Adjustment) will be considered as non-responsive.

22.5. 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. 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.

23. Qualification

23.1. The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in Annexure – A (BDS) to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer's interpretation of the Qualification Requirement shall be final and binding.

Notwithstanding the above, criteria as per ITB Clause 23.2 shall also be required to be met.

The Employer also reserves the right to verify the Qualification data requirement by physical visit, and/or through Indian Embassy in case of data of foreign origin, or any other means as it may consider appropriate.

23.2. The determination will take into account the Bidder's financial, technical capabilities including production capabilities, in particular the Bidder's contract work in hand, future commitments & current litigation and past performance including fatal accidents during execution of contracts that have been awarded by the Employer on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in response to the bid, as well as such other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of Annexure -A (BDS).

23.3. The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

23.4. An affirmative determination will be a prerequisite for the Employer to evaluate the Technical Bid and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.

23.5. For all above purposes, Employer shall be sole judge in this regard.

24. Evaluation of Technical Bid (First Envelope)

24.1. The Employer will carry out a detailed evaluation of the bids of the qualified bidders 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 the information supplied by the bidders, pursuant to ITB Clause 9, and other requirements in the Bidding Documents, taking into account the following factors:

(a) overall completeness and compliance with the Technical Specifications and drawings; 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) compliance with the time schedule called for in the corresponding Appendix-3 in GCC;

Time schedule (program of performance)

The Plant and Equipment and associated works as defined in Scope of Work shall have the 'Taking Over' by the Employer after Operational Acceptance of the Facilities within the period specified in **BDS**. Bidders are required to base their prices on the time schedule given in Appendix 3 of GCC (Time Schedule). No credit will be given to earlier completion. Bids offering completion beyond the specified period are liable to be rejected.

(c) any other relevant technical factors that the Employer deems necessary or prudent to take into consideration.

(d) any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.

25. Opening of Second Envelope by Employer

25.1. The Second Envelope i.e., Price Bid of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 23 and 24. Such Bidders shall be intimated through e-mail only about the date and time for opening of Price Bid i.e., Second Envelope of the Bids by the Employer. A negative determination of the bids pursuant to ITB Clause 23 and 24, shall be notified by the Employer to such Bidders and the Second Envelope submitted by them shall be unopened and the bid security shall be returned.

25.2. The Employer will open Second Envelope i.e., Price Bid at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of Second Envelope. The bidders' representatives who are present shall sign a register evidencing their attendance.

The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section – II and considered for award of contract as provided in ITB Clause 29.

25.3. The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Clause

25.4. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

26. Conversion to Single Currency

26.1. This shall not be applicable as domestic firms are required to quote the prices in Indian Rupees only.

27. Evaluation of Second Envelope (Price Bid)

27.1. The Employer will examine the Price Bids (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Bid containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

27.2. 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 specified by the Employer, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

If there is a discrepancy between the quantity specified by the Employer and the quantity indicated by the bidder in any price schedules, the quantity specified by the Employer shall prevail and shall be corrected accordingly.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Employer.

The rate of GST for the purpose of evaluation shall be the rate of GST as confirmed/deemed confirmed by the bidder in the bid/schedules.

If there is difference in the rate of GST as confirmed/deemed confirmed by the bidder in its bid and the rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Contractor shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder.

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited.

27.3. The comparison shall be on the total price in Bid Price Schedule.

The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.

27.4. The Employer's evaluation of a bid will take into account as per the Bid Price indicated in Price Schedule Nos. 1 through 6 (Second Envelope).

(a) No cost shall be factored on account of deviation during evaluation of the Bid.

(b) Bidder shall conform the guaranteed performance or efficiency of the Equipment, in response to the Technical Specifications. Equipment offered shall have a minimum (or a maximum, as the case may be) level of guarantees specified in the Technical Specifications to be considered responsive. Bids offering plant and equipment with guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

(c) any other relevant factors listed in **BDS**.

28. Confidentiality and Contacting the Employer

28.1. After the public opening of bids, information relating to the examination, clarification, and evaluation of bids and recommendations concerning awards shall not be disclosed to Bidders or other persons not officially concerned with this process until the publication of contract award. From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to its bid, it should do so in writing.

28.2. Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid. The Employer shall be the sole judge in this regard.

F. Award of Contract

29. Award Criteria

29.1. Subject to ITB Clause 30, the Employer will award the contract to the successful Bidder (also referred to as the L1 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, as per the Qualification Requirement specified in Annexure-A (BDS) to perform the contract satisfactorily.

29.2. The Employer reserves the right to vary the quantity of any of the Mandatory Spare Parts and/or delete any items of spares altogether at the time of Award of Contract.

29.3. The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Clause 2.1 and briefly indicated below:

29.3.1.1. The award shall be made as follows:

(i) First Contract: For Ex works supply of all equipment and materials including Mandatory Spare Parts, Condition Monitoring Instruments and Type Test to be conducted, if required *(Supply of Goods Contract)*

(ii) Second Contract: For providing all services i.e., inland transportation for delivery at site, In-transit insurance, unloading, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipment supplied under the "Supply of Goods Contract ", Training to be imparted (whether in India or abroad) and any

other services specified in the Contract Documents *(Supply of Services Contract).*

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

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

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, 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 discharge the bid securities, pursuant to ITB Clause 13.4 & 13.5.

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 in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

32.2. The Contract Agreement shall be prepared within twenty-eight (28) days of the Notification of Award and the successful Bidder and the Employer shall sign and date the Contract Agreement immediately thereafter.

33. Performance Security

33.1. Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for 10% (Ten percent) of the Contract Price plus additional performance securities, if any, in line with the requirement of Qualification Requirements, in the amount given in the **BDS** and in the form provided in Section VI, Sample Forms and Procedures, of the Bidding Documents.

33.2. In addition to the Performance Security, the successful bidder is required to furnish additional Performance Security(ies), if applicable, in line with

the requirements specified in the Volume - I Section - 04 & 05.

33.3. Failure of the successful Bidder to comply with the requirements of ITB Clause 32 or Clause 33 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.

34. Fraud and Corruption

It is the Employer's policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

(a) defines, for the purpose of this provision, the terms set forth below as follows:

i. "Corrupt Practice" means offering, giving, receiving, or soliciting anything of value to influence the action of Employer official(s) in the procurement process.

ii. "Fraudulent Practice'" means any act including suppression/ misrepresentation of facts, submissions of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence procurement process to the detriment of interest of the Employer, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non-competitive levels and to deprive Employer of the benefits of competitive prices.

iii. "collusive practice" shall also include an arrangement between two or more parties designed to achieve an illegitimate purpose to the detriment of interest of Employer.

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "Obstructive practice" means

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation,

or

(bb) acts intended to materially impede the exercise of the contractual rights or audit or access to information.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(d) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Employer.

----- End of Section-II (ITB) -----