



REQUEST FOR BIDS (RFB)

CONVERSION OF EXISTING OVERHEAD POWER DISTRIBUTION NETWORK WITH UNDERGROUND POWER CABLE NETWORK UNDER 'KONKAN DISASTER MITIGATION PROJECT' ON TURNKEY BASIS IN AT MAHAD SUB DIVISION & POLADPUR SUB DIVISION UNDER PEN CIRCLE RAIGAD DISTRICT AND AT ACHARA SUBDIVISION UNDER KANKAVALI DIVISION OF SINDHUDURG CIRCLE, SINDHUDURG DISTRICT, MAHARASHTRA

RFB No. HLL/DMRR/UGC-PKG-04/2023-24/09

**HLL Lifecare Limited
HLL Bhavan,
Golden Jubilee Block, 2nd Floor
Poojappura, Trivandrum-12, Kerala
Tel: 0471 2775568**

Key Dates

Name of work: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkey basis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

RFB no.: HLL/DMRR/UGC-PKG-04/2023-24/09

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| Date of Release of RFB/ NIT | <i>[3rd February 2024]</i> |
| Date & Time of Pre-bid Meeting | <i>[9th February 2024 at 11.30 Hours (IST)]</i> |
| Deadline for Submission of Bid | <i>[4th March 2024 up to 15:00 Hours(IST)]</i> |
| Date & Time of Opening of Technical Part of Bid | <i>[5th March 2024 at 15:00 Hours (IST)]</i> |
| Date for site visit | <i>Will be intimated to bidders during pre-bid meeting</i> |

SUMMARY
PART I – BIDDING PROCEDURES AND REQUIREMENTS

Section 1: Request for Bids Notice /Notice Inviting Tender

This Section includes Request for Bids (**RFB**)/ **Notice Inviting Tender (NIT)**

Section 2: Eligibility and Qualification Requirements

This Section contains information regarding specific eligibility and qualification requirements applicable for prospective bidders to be considered for further evaluation of their bids.

Section 3: Instructions to Bidders (ITB) and Bid Data Sheet (BDS)

This Section consists of two parts: “Instructions to Bidders” and “Bid Data Sheet (BDS)”. “Bid Data Sheet” contains information specific to procurement that corresponds to and/or supplements and/or modifies “Instructions to Bidders”. This Section provides information to help prospective bidders prepare their bids. Information is also provided on the bidding process - **Single Stage Two-Envelope Bidding Process with e-Procurement**, submission, opening, and evaluation of bids, selection of successful bidder and on the award of contract.

Section 4: Bidding Forms - Technical Part of the Bid

This Section includes the forms for Technical Part of the bids that are to be completed by the Bidders and submitted in accordance with the requirements of Section 3.

Section 5: Bidding Forms - Financial Part of the Bid

This Section includes the forms for the Financial Part of the bid including Price Schedules, that are to be completed the Bidders and submitted in accordance with the requirements of Section 3.

PART 2 – EMPLOYER’S REQUIREMENTS

Section 6: Employer’s Requirements

This Section specifies the Scope of Work, Specification, the Drawings, and supplementary information that describe the Plant and Installation Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7: Conditions of Contract

This Section consists of two parts: General Conditions of Contract (GCC) and Special Conditions of Contract (SCC). GCC includes general clauses to be applicable to the Contract and the contents of SCC modify or supplement GCC.

Section 8 - Contract Form

This Section contains the Letter of Acceptance/ Notification of Award, forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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PART 1

BIDDING PROCEDURES AND REQUIREMENTS

Section - 1 : Request for Bids Notice/Notice Inviting Tender

HLL Lifecare Limited

**Request for Bids (RFB)/ Notice Inviting Tender (NIT)
(Single Stage Two-Envelope Bidding Process with e-Procurement)**

Contract title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkey basis at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

NIT/RFB No: HLL/DMRR/UGC-PKG-04/2023-24/09

Issued on: [3rd February 2024]

HLL Lifecare Limited (hereinafter also referred to as the **Employer**) as Implementation Agency (IA) of Disaster Management, Relief & Rehabilitation Department, Govt. of Maharashtra invites online Bids for Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under Konkan Disaster Mitigation Project on Turnkey basis in Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

1. Scheme on behalf of DM&RR. Bidders are advised to note the clauses on eligibility and qualification requirements in Section 2, to be eligible and qualify for being considered for the award of the contract.
2. Bidding will be conducted through national open competitive e-procurement.
3. e-tendering is done through <https://etenders.gov.in/eprocure/app>. The RFB document (hereinafter also referred to as bidding document) is also available online, for downloading at www.lifecarehll.com and www.hllhites.com from 3rd February 2024 onwards. The bidder would be responsible for ensuring that any addenda/ corrigendum/ amendment etc. available on the website/ portal is also downloaded and incorporated.
4. For online bidding visit <https://etenders.gov.in/eprocure/app> → tenders by organization → HITES (tender process is done through HITES, a 100% subsidiary of HLL)
5. The bidding shall be conducted **under Single Stage Two-Envelope Bidding process with e-Procurement** as specified in Section 3.
6. Under the Single Stage Two-Envelope Bidding process, the Bidder shall not quote, disclose or submit its price in the Technical Part (First Envelope) of its bid or in any other manner, whatsoever, except as part of the Financial Part (Second Envelope) of its bid. In case of any non-compliance in this regard, the bids shall be out-rightly / summarily rejected.

7. The bidders shall submit the e-tender processing fee and EMD / bid security specified in this document. Since this tender comes under 'Works category', hence no benefit is applicable to Micro & Small Enterprises (MSEs).
8. The bidders shall submit along with the bid a declaration as per FORM-J of this document duly signed by nominated representative of HITES/Client after site visit. This is mandatory. **Bids submitted without FORM-J duly signed by nominated representative of HITES/Client and bidder will be summarily rejected and will not be considered for evaluation.**
9. An incomplete and/or ambiguous and/or conditional bid and/or bid submitted late is liable to be ignored/ summarily rejected.
10. Bid must be submitted online through the e-Procurement/ e-Tendering process specified in Section 3. Any bid or modifications to bid received outside the e-Procurement system will not be considered, unless otherwise specified in Section 3. IA shall not be held liable for any delays due to e-Procurement/ e-Tendering system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, IA shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this RFB.
11. Salient details pertaining to this RFB Notice including submission and opening of bid, bid security, cost of documents/ tender fee, if any, for downloading the bidding document, address for communication, etc., are given in the TABLE below.
12. If the IA's office happens to be closed on the specified date of opening of the bids, the bids will be opened on the next working day at the same time and venue or as may be notified by the Utility.
13. Other details can be seen in the RFB document.

TABLE

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| RFB Notice/ NIT No. | HLL/DMRR/UGC-PKG-04/2023-24/09 |
| Contract Title for the Procurement | Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkey basis at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra |
| Brief description of Scope of Works | The scope of work under the subject package includes site survey, planning, design, engineering, assembly manufacturing, testing, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and documentation of all items/material required to complete underground cabling work in Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra |
| Mode of Procurement/Bidding | Single Stage Two-Envelope Bidding Process with e-Procurement/ e-Tendering |
| Estimated cost put to tender | Rs.100,22,64,220.90/- (excl. GST) |
| Date of Release of RFB Notice/ NIT | 3rd February 2024 |
| Date & Time of Pre-Bid Meeting | The pre-bid meeting will be hosted by the IA through video conferencing platform. Bidders can also join the meeting in person, if they so wish. Pre-bid meeting link: https://meet.google.com/btp-pzky-dor Date: 9th February 2024 Time: 11.30 Hrs (IST) Place: HLL Lifecare Ltd HLL Bhavan, Golden Jubilee Block, 2nd floor (HITES Office) Poojappura P.O, Thiruvananthapuram-695012, Kerala. |
| Last date of Bid Submission | 4th March 2024 up to 15:00 Hours(IST) |
| Date of Opening of Technical Part (First Envelope) of the bid | 5th March 2024 up to 15:00 Hours(IST) |
| Opening of Financial Part (Second Envelope) of the Bid | To be notified later. Financial Part of bids from only those bidders shall be opened who, upon evaluation of Technical Part of the bids, are found eligible and qualified, and whose bids are found responsive to bidding documents. |
| Location of Submission/ Opening of Bids, as applicable | The opening of the Technical Bid shall take place at: HLL Lifecare Ltd HLL Bhavan, Golden Jubilee Block, 2 nd floor (HITES Office) |

| | |
|---------------------------------------|--|
| | <p>Poojappura P.O, Thiruvananthapuram-695012, Kerala.</p> <p>The bids shall be opened online using the e-tender portal https://etenders.gov.in/eprocure/app by the IA in the above mentioned address, in the presence of bidders representative who choose to attend the bid opening</p> |
| Type of Procurement | Plant (Design, Supply and Installation) |
| e-tender processing fee | Rs.41,300/- (incl. GST) – non refundable (All bidders shall remit e-tender processing fee) |
| EMD/ Bid Security | Rs.5,00,000/- (All bidders shall remit EMD/ Bid security amount) |
| Bank Account details | <p>e-tender processing fee and EMD shall be remitted online to HLL account as below and bidders shall attach the proof of remittance while submitting online bids:</p> <p>Beneficiary details: A/c No. 30173087695. Name of A/c: HLL Lifecare Ltd IFS Code: SBIN0004350 Bank : SBI, Commercial Branch, Thycaud, Trivandrum</p> |
| Performance Security | The Performance Security amount is 3% of Contract Price |
| Bid Validity period | The bid validity period will be [180] days from date of Opening of Technical Part of the Bid. |
| Time for Completion | Eighteen (18) Months from the date of issue of LOA or handing over of site whichever is later. |
| Address for Correspondence | <p>Vice President (ID), HITES South Operations HLL Lifecare Ltd. HLL Bhavan Golden Jubilee Block, 2nd Floor Poojappura, Trivandrum -12 Email: tenders@hllhites.com</p> |
| Contact Details for site visit | <p>Mr. Kundan Kumar Muppidi, CPM(Civil) Nodal Officer, Mumbai (DMRR works) (Mobile no 9820067327), eMail Id : kundan@hllhites.com</p> |

Section – 2 : Eligibility and Qualification Requirements

1. Eligibility Requirements:

Technical Part of the Bid shall be evaluated, inter-alia, as per **Section 3** on the basis of their responsiveness to and Bidder's compliance with the Eligibility Requirements specified herein below:

- 1.1. Only firm that is a private entity, a state-owned entity or an institution, legally established in India to undertake design, supply and installation of the works mentioned in the scope of works under this RFB Document/ bidding document are eligible to bid (submit their Bid in response to RFB Notice/ NIT). The Bidder (alternatively referred to as the Contractor/Bidder) may be a proprietorship concern or a partnership firm operating in India, or a registered entity in India under the Companies Act, 1956, 2013 or LLP Act.
- 1.2. Any combination of such entities eligible as per 1.1 above, is also eligible to bid in the form of a joint venture (JV) as defined in **Section 3**, under an existing agreement. In the case of a joint venture, the number of members of the JV shall not exceed 03(three) and all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution.

In case of JV, the bidding JV (also referred to as the Bidder) shall submit a Joint Deed of Undertaking in Technical Part of its bid, as per the format enclosed in **Section 4** of the RFB/ bidding document. No change in the structure / constitution of the JV shall be permitted at any stage during bidding or execution of the Contract in the event of award.

- 1.3. As an exception to the foregoing Clause 1.1 & 1.2 above:
 - a. **Sanctions:** Firms, which includes any of the JV members in case of bidding Joint Venture as per Clause 1. 2 above, blacklisted by the Employer/ CPSEs or any of their subsidiaries / Government of India/ Government of Maharashtra / any Regulatory Authority, as on the date of submission of Bid, are not eligible to bid.
 - b. **Suspension:** Firm, this includes any of the JV members in case of bidding Joint Venture as per Clause 1. 2 above, under suspension by the Employer as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration, shall not be eligible to bid.
 - c. **Prohibitions:** Firms, which includes any of the JV members in case of bidding Joint Venture as per Clause 1. 2 above and individuals of a country or goods / works / services manufactured/ produced in a country shall be ineligible, if as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.
- 1.4. To be eligible to bid, the Bidders must ensure compliance to the following, failing which they shall not be eligible :

Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

I. Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.

II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order/ Rule means: -

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

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;*
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VI. The successful bidder shall not be allowed to sub-contract works to any Contractor/Bidder from a country which shares a land border with India unless such Contractor/Bidder is registered with the Competent Authority.

1.5. Only ‘Class –I local supplier’ are eligible to bid in line with the following:

(i) Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated **16/09/2020** (PPP-MII Order),

(ii) #‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector’ order dated 28/07/2020 issued by Ministry of Power (MoP Order)

Or

Public Procurement (Preference to Make in India) Order, 2017- Notification of Telecom products, Services or Works issued by Department of Telecommunications (DoT), Ministry of Communications, Government of India, vide Notification dated 29.08.2018 (DoT Order)

Or

[Public Procurement (Preference to Make in India) Order related any other Order issued by a Nodal Ministry which is applicable to the procurement]

<# Choose as applicable while preparing bidding documents >

and any subsequent modifications/Amendments, if any.

As per the aforesaid orders:

‘Class –I local supplier’ means a supplier or service provider , whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-I local supplier’. Presently, the local content requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%*.

Further, for the purpose of purchase preference under the PPP-MII Order:

‘Local Content’ means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

The [‘Class –I local supplier shall give a self-certification in is Technical part of the Bid in the format given in **Section 4** of RFB document, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class –I local supplier’, as the case may be, and shall give details of the location(s) at which value addition is made. Further, in case of procurement above Rs. 10 Crore, the ‘Class –I local supplier shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. False declaration

regarding Local Content by the bidder shall be a transgression of Integrity Pact, if applicable, and as per clause ITB 2 of Section, RFB document, and action shall be taken in accordance therewith and in line with the provisions of the above Orders. Further, in case of price reduction during e-Reverse Auction, if envisaged as per Section 3 of RFB document, or for any other reason including matching L1 price pursuant to the purchase preference extended, the revised prices shall be so as to ensure that classification of the bidder 'Class –I local supplier' remains unchanged.

- 1.6. Employer reserves the right to request for any additional information and also reserves the right to reject the Proposal of any Bidder, if in the opinion of Employer, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.
- 1.7. 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.

2. Qualification Requirements

a. The Tenderer should meet the following minimum eligibility criteria:

- (i) Experience of having successfully completed any Power Distribution or Transmission works under a single work order / agreement during the last seven years ending last day of the month previous to the one in which tenders are invited as follows:

Three works each costing not less than amount equal to 40% of estimated cost put to tender

OR

Two works each costing not less than amount equal to 50% of estimated cost put to tender

OR

One work costing not less than amount equal to 80% of estimated cost put to tender

And

- (ii) Experience of having successfully completed following works (under multiple work order or agreement) in EPC mode during the last seven years ending last day of the month previous to the one in which tenders are invited:

Supply, Installation, Testing and Commissioning of medium voltage (22kV or higher voltage class) underground cable lines totalling to 100 km

OR

Supply, Installation, testing and commissioning of at least 02 nos 33/11 kV or above Hybrid GIS /GIS substations.

OR

Supply, Installation, testing & commissioning of 11 kV or higher voltage class Ring Main Units (RMU) totalling 30 Nos.

Minimum 2 (Two) works from (ii) above must be successfully operational at the time of tender submission, to be substantiated by a letter from Client.

Note: In case of JV, the above requirement at (a)- (i)& (ii) shall be met by any one of the partner or jointly by the partners.

- (iii) The bidder shall have a Minimum Average Annual financial turnover equal to estimated cost put to tender during the immediate last three consecutive financial year ending 31st March, 2023.

Note: In case of JV, each partner shall have atleast 25% of the eligibility criteria and the partners shall jointly meet 100% of the eligibility criteria

The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc. ITRs for the last three years to be submitted. Turnover shall be duly audited & certified by a Chartered Accountant with his seal / signatures and registration number with UDIN. The multiplication factor of 7% per annum simple interest is applicable on the Annual financial turnover figures.

- (iv) The bidder shall have positive net worth during the immediate last three consecutive financial year ending 31st March, 2023

Note: In case of JV, each partner shall meet the eligibility criteria separately

- (v) Bidder shall submit Manufacturer Authorization Form (MAF) from any one approved Cables manufacturer as per list of approved makes in the tender. MAF to be on Rs.100/- stamp paper signed by authorized person as per format.

Note: In case of JV, the MAF shall be issued in the name of JV partner

- (vi) The bidder shall also have a bidding capacity equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding capacity} = \{[A \times N \times 1.5] - B\}$$

Where,

A= Maximum turnover (as per Form T-1) in construction works executed in any one year during the last five years taking into account the completed as well as works in progress. For computing bidding capacity, maximum turnover shall be brought to current costing level i.e. upto to previous day of last date of submission for bids by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which bids has been invited.

(N shall be taken as 1.5 for this purpose)

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bid has been invited.

The bidder shall submit the value of existing commitments and ongoing works (B) as above duly signed by a Chartered Accountant with his seal/ signatures and firm registration number.

The bidder shall submit the bidding capacity 'Form-F1 & F1A' attached along with this tender.

Note: In case of JV, each partner shall meet atleast 25% of the eligibility criteria and the partners shall jointly meet 100% of the eligibility criteria

- b. The Bidder shall also furnish following documents/details with Technical Part of its bid:
- (i) A certificate from banker (as per specified format) indicating various fund based limits sanctioned to the bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary, the employer may make queries with the Bidders' bankers
 - (ii) The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid. In case audited statements of the last financial year are not available the audited statements of the preceding five years can be submitted. Duly filled "FORM OF CERTIFICATE OF FINANCIAL PARAMETERS FOR QR" certified by CA, (format provided in Part 3) to be submitted along with the bid.
 - (iii) The bidder / Lead Partner of JV should meet the necessary license class requirements as applicable for the execution of works in this RFB.

However in case the bidder does not hold the license for the given State, then the bidder should possess the equivalent license for any one State in India and post-award the bidder is required to acquire the necessary license for the given State within a period of two months.

- (iv) In case bid is submitted by Joint Venture, all partners whose scope as per the delineation of responsibilities amongst JV partners includes execution of Works or part thereof at Site, should possess and/or acquire the necessary license as stated above.

In case of experience of participating bidder is in JV then it is mandatory to submit the agreement in the prescribed format of enclosed (100 rupees bond paper) to ascertain the percentage of share of pure technical experience.

- c. The following shall also be considered while assessing the eligibility of the bidder:

- (i) The bidder should be an Indian firm
- (ii) Joint venture of maximum 3 (three) Indian firms are allowed to participate in the tender
- (iii) Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.
- (iv) If the bidder relies on previous work experience which was executed in JV / Consortium, experience will only be considered in proportion to the value of work of the bidder as per executed JV / Consortium agreement.
- (v) The value of executed works shall be brought to current costing level by enhancing the actual executed value of work at simple interest rate of 7% per annum; calculated from the date of completion to previous day of last date of submission for bids.
- (vi) Work experiences of the bidder as per above shall be considered only if the works have been executed under Govt./Semi-Govt./autonomous body of Central/State Govt. Electricity Power Utility/ Power Deptt. in India only.
- (vii) Own works / work under the same management / own certification of the bidder shall not be considered.
- (viii) Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria
- (ix) For the purpose of similar works at (a) - (i) & (ii) works executed in India only shall be considered.
- (x) Conditions to be followed by Joint Venture firms
 - a. All the partners of the JV shall be Indian firms
 - b. Bid should contain the information required for each Member of the Joint Venture.
 - c. No Bidder shall submit more than one BID for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.
 - d. In case the Bidder is a Joint Venture, shall upload along with the online bid, Power of Attorney in favour of the Lead and joint bidding agreement in the format at Section 4. Lowest Bidder shall be required to submit original Power of Attorney in favour of the Lead Member and original Joint Bidding Agreement before issuance of LOA by the Authority.
 - e. Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member").

- f. Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations
- g. Convey the commitment(s) of the Lead Member in accordance with this BID, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;
- h. commit the approximate share of work to be undertaken by each member
- i. Include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the Defect Liability Period is achieved in accordance with the EPC Contract;
- j. Except as provided under this BID, there shall not be any amendment to the Joint Bidding Agreement.
- k. That none of bidder (partners) should not have been blacklisted/debarred by Employer/ CPSEs or any of their subsidiaries / Government of India/ Government of Maharashtra / any Regulatory Authority, as on the date of submission of Bid from participating in the tender and if the blacklisting/debarment subsists on the due date of bid submission, such bidder shall not be eligible to submit the bid.
- l. The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to the written approval of the Tender Inviting Authority.
- m. The contract agreement, in case of successful Bidder, should be signed by the Lead Partner.
- n. An entity can be a partner in only one Joint Venture/consortium/partnership firm. Bid or bids submitted by Joint Ventures/consortium/partnership firm including the same entity as partner will be rejected.
- o. Online submission of EMD shall be done by the Lead Partner in case of submission of bids by JV
- p. E-Tender Processing Fee (Non-refundable) shall be submitted by the Lead Partner in case of submission of bids by JV
- q. In case of JV, Performance Guarantee shall be provided by the Lead Partner or in the name of Joint Venture
- r. Payments towards RA bills / final bills shall be released in line with the tender conditions to the designated account of the Lead Partner or in the name of Joint Venture

Section - 3: Instructions to Bidders and Bid Data Sheet

A. Instructions to Bidders General

1. Scope of Bid and Definitions

- 1.1 In connection with the Notice Inviting Tenders (NIT)/ Request for Bids (RFB) Notice specified in **Bid Data Sheet**, the Employer (named in the **Bid Data Sheet**) issues this RFB/ Bidding Document for the Design, Supply and Installation of Plant (also referred to as the Scope of Work), as specified in **Section 6**, Employer's Requirement. The name and identification of the package for award of contract under his NIT/RFB is specified in **Bid Data Sheet**.
- 1.2 Throughout this bidding document:
 - (a) **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
 - (b) **"Applicable Law"** means the laws and any other instruments having the force of law in India, as may be issued and in force from time to time.
 - (c) **'Employer' / 'Utility'** means the entity, as briefly described in **Bid Data Sheet**, that has issued the Request for Bids for award of the Contract for the Design, Supply and Installation of Plant (also referred to as the Scope of Work), as specified in **Section 6**, Employer's Requirement.
 - (d) **"Bid"** means the Technical Part (first Envelope) and the Financial Part (Second Envelope) of its bid submitted by the Bidder who participates in the bidding in response to Notice Inviting Tenders (NIT)/ Request for Bids (RFB) Notice. It is alternatively also referred to as the tender.
 - (e) **"Bid Data Sheet (BDS)"** means an integral part of the **Instructions to Bidders (ITB) Section 3**, that is used to reflect issues, details and conditions specific to the procurement, to supplement and/or modify the provisions of ITB.
 - (f) **"Bidder"** means a legally-established professional firm or an entity that may submit its Bid to the Employer in response to the RFB Notice/ NIT issued by the Employer, to provide/provision the Plant to the Employer.
 - (g) **"Contract"** means a legally binding written instrument entered between the Employer/ Utility and the successful Bidder, in the manner and in accordance with the RFB document/ bidding documents, for the Design, Supply and

Installation of Plant (also referred to as the Scope of Work), and includes the Letter of Acceptance/ Notification of Award, the Contract Agreement, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices and the documents attached thereto.

- (h) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of Employer. It excludes Employer’s official public holidays.
- (i) **“Government”** means the government of India, State Government or Local Government as applicable.
- (j) **“In writing”** means communicated in written form (e.g. by mail, e-mail, fax, including that distributed or received through the electronic-procurement system used by Employer).
- (k) **“Plant”, “Installation Services”, “Facilities” (also referred hereinafter as “Works”)** used herein shall have the same meaning as ascribed to them in **Section 7**.
- (l) **“ITB”** (this **Section 3** of the RFB/ Bidding Documents) means the Instructions to Bidders that, along with other Sections, provides the Bidders with all information needed to prepare and submit their Bids.
- (m) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity/ firm where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to Employer for the performance of the Contract. Whether or not bidding by Joint Venture is permitted, is specified in **BDS** and in **Section 2**.
- (n) **“RFB”** means the Request for Bids issued by Employer for the selection of the successful Bidder from amongst the bids submitted by bidders(s) who bid against and in response to the Request for Bids Notice (alternatively referred to as **Notice Inviting Tenders (NIT)**) under Two Envelope Single Stage Bidding Process.
- (o) **“Sub-contractor”** means an entity to whom the Contractor subcontracts any part of the Works as per the applicable provisions of the Contract while

the Contractor remains responsible to Employer for the whole and successful performance of the Contract.

- (p) Capitalised terms used herein but not defined specifically shall have the meaning as ascribed to them in Section 5 and Section 6, and elsewhere in RFB/bidding Document.
- (q) If the context so requires, “singular” means “plural” and vice versa.
- (r) “**TPQMA**” means a “Third Party Quality Monitoring Agency” that HLL Lifecare Limited engages to carry out Pre Dispatch inspection of materials at manufacturing facilities of Contractor or Sub Contractor / Sub-Vendors of the Contractor and to carry out the inspection in the field of the works carried out in the 'Konkan Disaster Mitigation Project'.

2. Fraud and Corruption

- 2.1 The Employer requires compliance with the Anti-Corruption Guidelines/ Laws in force of the relevant Government/ its instrumentalities/ Utility.
- 2.2 Bidders are also required to sign and furnish in the Bid, duly signed Integrity Pact if so specified in **ITB 10.2.8**.

3. Eligibility, Qualification Requirements

- 3.1 The eligibility and qualification requirements against the RFB are given in **Section 2**, for the Bidders and the Plant/ Installation Services/ Works. Bids, if any, from Bidders and/or offering Plant/ Installation Services/ Works not complying with the same shall be out rightly rejected and shall not be considered for evaluation.
- 3.2 Bids submitted by the Bidders shall be evaluated to ascertain their compliance with Eligibility and Qualification Requirements, based on the details/ information/ documentary evidence pertaining to the same to be submitted in the Technical Part, as specified in ITB. All Bidders shall provide in **Section 4**, Bidding Forms, requisite details and documents in support of meeting the Eligibility and Qualification Requirements. A Bid shall be rejected if the Bidder submitting the Bid, fails to meet the Eligibility and Qualification Requirements. Bids submitted by those Bidders who meet the Eligibility and Qualification Requirements shall be shortlisted for further evaluation of their bids.

3.3 A Bidder shall provide such additional documentary evidence of eligibility and/or qualification satisfactory to the Employer, as the Employer shall reasonably request.

4. Conflict of Interest

4.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) Receives or has received any direct or indirect subsidy from another Bidder; or
- (c) Has the same legal representative as another Bidder; or
- (d) Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
- (e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) Any of its affiliates has been hired (or is proposed to be hired) by the Employer for the Contract implementation; or
- (g) has a close business or family relationship with a professional staff of the HLL (or of the project implementing agency) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Employer throughout the Bidding process and execution of the Contract.

4.2 A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.

B. Contents of Bidding Document

5. Sections of Bidding Document

5.1 The bidding document (also referred to as the RFB document) consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda/ Corrigenda/ Amendments issued in accordance with **ITB 7**.

PART 1 Bidding Procedures and Requirements

- Section 1 - Request for Bids Notice
- Section 2 - Eligibility and Qualification Requirements
- Section 3 - Instructions to Bidders and Bid Data Sheet
- Section 4 - Bidding Forms - Technical Part of the Bid
- Section 5- Bidding Forms - Financial Part of the Bid

PART 2 Employer's Requirements

- Section 6 – Employer's Requirement

PART 3 Conditions of Contract and Contract Forms

- Section 7 - Conditions of Contract
- Section 8 - Contract Forms

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid, all information or documentation as is required by the RFB/ bidding document.

6. Bidding Process Management, Clarification of the Bidding Document, Site Visit and Pre-Bid Meeting

a) Electronic Procurement

6.1 Electronic- Bidding System (also referred to as e-Procurement or e- Tendering system) as specified in the **BDS** shall be used to manage the bidding process. Only the Bids which are submitted and received through the specified system in conformity with the procedures and requirements specified of **ITB** and **BDS** shall be considered.

b) Clarifications to Bidding Documents

6.2 The electronic- bidding system specified in the **ITB 6.1** provides for online clarifications. A Bidder requiring any clarification of the bidding document may notify the Employer online or through any other mode if so specified in **BDS**. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the **BDS**. Description of clarification sought, and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under **ITB 7** and **ITB 21.2**.

c) Site Visit

6.3 The Bidder is advised to visit and examine the Site where the Plant is to be installed/ Works are to be provided, 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 provision of Plant and Installation Services/ construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.4 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 visit, 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.

6.5 If so specified in the **BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

d) Pre-Bid Meeting

6.6 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one day before the meeting.

6.7 Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be notified online through electronic-bidding system. Any modification to the bidding document that 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 7** and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

7. Addenda/ Corrigendum/Amendment of Bidding Document

- 7.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda/ corrigendum/ amendment. The addendum/ corrigendum/ amendment will be in writing and appear on the e-procurement system and through email notification automatically sent to those bidders who have started working on the procurement, or as otherwise specified in **BDS**.
- 7.2 Any addendum/ corrigendum/ amendment issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders.
- 7.3 To give prospective Bidders reasonable time in which to take an addendum/ corrigendum/ amendment into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to **ITB 21.2**.

C. Preparation of Bids

8. Cost of Bidding

- 8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bid

- 9.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

10. Documents comprising Bid

- 10.1 Under the Single Stage Two Envelope bidding process, the Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted by the Bidder simultaneously.
- 10.2 The **Technical Part** shall contain the following:
 - 10.2.1 **Letter of Bid - Technical Part:** prepared in accordance with **ITB 11**;
 - 10.2.2 **Bid Security or Bid-Securing Declaration:** in accordance with **ITB 18**, prepared using the relevant form furnished in **Section 4 - Bidding Forms - Technical Part** of the Bid

- 10.2.3 **Authorization:** Document authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB 19.3 or ITB 19.4**, as may be applicable, prepared using the bidder's own format;
- 10.2.4 **Bidder's Eligibility:** documentary evidence in accordance with **ITB 16.1** establishing the Bidder's eligibility to Bid as per the requirements specified in Section 2/ Section 3;
- 10.2.5 **Qualifications:** documentary evidence in accordance with **ITB 16.2** establishing the Bidder's compliance to the Qualifications Requirements specified in Section 2/ Section 3, along with duly filled in form for compliance of Qualification Requirements, furnished in Section 4 - Bidding Forms - Technical Part of the Bid;
- 10.2.6 **Eligibility of Goods/ Works/ Plant and Installation Services:** documentary evidence in accordance with **ITB 16.1**, establishing the eligibility of the Works to be supplied by the Bidder;
- 10.2.7 **Conformity:** Undertaking on Compliance of terms & conditions of the Bidding Documents including Scope of Services and other related requirements, towards documentary evidence in accordance with **ITB 15.1**, prepared using the relevant form furnished in **Section 4 - Bidding Forms - Technical Part of the Bid**; and
- 10.2.8 any other document if required as per **BDS**.
- 10.2.9 In addition to the requirements as aforesaid, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members, a Joint Deed of Undertaking and Power of Attorney. The Joint Deed of Undertaking and the Power of Attorney shall be prepared using the relevant form furnished in **Section 4 - Bidding Forms - Technical Part of the Bid**
- 10.3 The **Financial Part** shall contain the following:
 - 10.3.1 **Deleted**
 - 10.3.2 **Price Schedules:** completed prepared in accordance with **ITB 11, ITB 13 and ITB 14**;
 - 10.3.3 any other document if required in **BDS**.
- 10.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

11. Process of Bid Submission

- 11.1 The Letter of Bid – Technical Part shall be prepared using the relevant forms furnished in **Section 4** - Bidding Forms - Technical Part of the Bid. The priced Schedules for the Plant and Installation Services/ Works, shall be prepared using the relevant forms furnished in **Section 5** - Bidding Forms - Financial Part of the Bid. The forms must be completed without any alterations to the text, except as provided under **ITB 19.3** for which the bidder can use its own format. All blank spaces shall be filled in with the information requested.
- 11.2 Entire Bid as per **ITB 10** including the Letters of Bid and filled-up priced Schedules for the Plant and Installation Services/ Works, shall be submitted online on e-procurement system specified in **ITB 6.1**. Details and process of online submission of the Bid/ tender and relevant documents are given in **ITB 6.1** and the concerned website referred therein.
- 11.3 **Submission of Original Documents:** The Bidders are also required to separately submit the hard copy of the documents, if any mentioned in **BDS** , at Employer’s address specified in **BDS**, so as to reach the office before the opening of the Technical Part of the Bid, either by registered/speed post/courier or by hand, failing which the bids are liable to be declared non-responsive.
- 11.4 Hard copy of rest of the Bid or any document, other than those specified in **ITB 11.3** are not to be submitted. Employer may, however, seek submission of hard copy of any of the other documents forming part of the Bid or any other supporting/ related document from any of the bidders during the process of evaluation of the Bids, without permitting change in substance of the Bid.

12. Alternative Bids

- 12.1 Alternative Bids are not permitted and shall not be considered.

13. Bid prices and Discounts

- 13.1 Unless otherwise specified in **the BDS**, Bidders shall quote for the entire Plant and Installation Services on a “single responsibility” basis. The total Bid price shall include all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, engineering, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and

services as specified in the bidding document, all in accordance with the requirements of the bidding documents.

13.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.

13.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in **Section 5. Bidding Forms – Financial Part of the Bid.**

13.4 Depending on the Scope of the Work and the Contract, the Price Schedules shall comprise the schedules listed below. Bidders shall note that the plant and equipment included in Schedule Nos. 1 exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 2, Installation Services. The Schedules comprise:

Schedule No. 1: Supply of Plant (including Mandatory Spare Parts)

Schedule No. 2: Supply of Installation Services

Schedule No. 3: Grand Summary (Schedule Nos.1 and 2)

Schedule No. 4: Recommended Spare Parts

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

13.5.1 Supply of Plant (Schedule No. 1):

- (i) The price of the plant shall be quoted on FOR (final place of destination (Site/ Project Site) as specified in **BDS**) basis, and shall be inclusive of all costs, expenses, duties, taxes, and other levies incidental thereto inter-alia including design, engineering, manufacture, testing, transportation, insurance etc. and other services, incidental thereto, as applicable, and taking into account any input tax credit except (ii) below;
- (ii) GST as percentage of the price as per (i) above, payable additionally by the HLL, applicable on the plant/ goods/ material, if the contract is awarded to the Bidder, is pre-specified in Schedule No.1 and bidders are not required to quote the same separately anywhere in the bid. (Basis the same and the price quoted as per (i) above,

the amount towards GST against each item shall get calculated accordingly); and

- (iii) The total price for the item i.e. (i) plus (ii) above.

13.5.2 Supply of Installation Services (Schedule No. 2):

- (i) The price of Installation Services {excluding the incidental services included in 13.5.1 (ii)} shall be quoted separately and shall be inclusive of all costs, expenses, duties, taxes, and other levies related, inter-alia, to unloading and handling of plant, all labor, contractor's equipment, temporary works, materials, consumables, design and preparation of layout, engineering drawings, and all matters and things of whatsoever nature, including testing, pre-commissioning and commissioning, operations and maintenance services, the provision of as-built drawings, operations and maintenance manuals, training, etc., applicable and necessary for the proper execution of the installation and other services, at final destination (Site/ Project Site) as specified in the **BDS**, related to and incidental to successful installation of the Plant, except (ii) below;
- (ii) GST as percentage of the price as per (i) above, payable additionally by the HLL, applicable on the Installation Services, if the contract is awarded to the Bidder, is pre-specified in Schedule No.2 and bidders are not required to quote the same separately anywhere in the bid (Basis the same and the price quoted as per (i) above, the amount towards GST against each item shall get calculated accordingly); and
- (iii) The total price for the item i.e. (i) plus (ii) above.

13.5.3 Grand Summary (Schedule No. 3):

The total amount of each of the components from each of Schedule No.1 and Schedule No. 2 corresponding to the

Plant and Installation Services shall be summarized in the schedule titled Grand Summary, (Schedule 3). Aggregate of the total amount as per **ITB 13.5.1 (i)** and **ITB 13.5.2 (i)**, giving the total **Bid price**, excluding GST, is to be entered in the Letter of Bid. The total amount towards GST, that is aggregate of the total amount as per **ITB 13.5.1 (ii)** and **ITB 13.5.2 (ii)** is to be indicated separately in Schedule No. 3 and entered separately in the Letter of Bid.

13.5.4 Recommended Spare Parts (Schedule No. 4)

Recommended spare parts shall be quoted separately (Schedule 4) in the manner and as specified in subparagraph 13.5.1 above.

13.5.5 The terms CIP, CIF, EXW, FOR and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.

13.5.6 Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Price Schedule and will not be paid for separately by the Employer. An item not listed in the price schedule shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the price as specified in **ITB 28.3**, will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.

13.6 The prices shall be either fixed or adjustable as specified in the **BDS**.

13.7 In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

13.8 In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and Contractor/Bidder's equipment in accordance with the procedures specified in the corresponding **Appendix to the Contract Agreement**. A Bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. If not already specified in

Appendix to the Contract Agreement stated above, bidders are required to indicate the source of labor and material indices in the corresponding Form in **Section 4. Bidding Forms – Technical Part of the Bid.**

- 13.8.1 the Bidder shall be free to use transportation through carriers registered in India. Similarly, the Bidder may obtain insurance services from India.
- 13.9 Bidders wishing to offer any unconditional price reduction (discount) for the award of the package (Contract), shall specify in their Letter of Bid the price reduction applicable to such package, and the manner in which the price reductions will apply. Any conditional discount shall not be considered for evaluation; however, the Employer may consider the same in case of award of Contract on the Bidder.
- 13.10 The total amount as per **ITB 13.5.1 (i)** and **ITB 13.5.2 (i)**, from each of Schedule No.1 and Schedule No. 2, corresponding to the Plant and Installation Services, respectively, which shall be summarized in the schedule titled Grand Summary, (Schedule 3), and aggregated giving the total **Bid price(s)** of the Bidder, excluding GST and excluding any reduction/ discount offered, shall be brought/ carried forward and entered in the Letter of Bid. Considering reduction/ discount as per **ITB 13.9 and ITB 13.10** (if applicable), if offered, it shall constitute the quoted Bid price of the Bidder, excluding GST.
- 13.11 The total amount towards GST, that is aggregate of the amount quoted separately by the bidder as per **ITB 13.5.1 (ii)** and **ITB 13.5.2 (ii)**, shall be considered for evaluation and comparison of bids if so specified in ITB 32.1 (e), and it shall be payable/ reimbursable to the Bidder, in the event of award of contract, as specified in **BDS.**

14. Currencies of Bid and Payment

- 14.1 The prices shall be quoted by the Bidder, and shall be paid for by the Employer, entirely in Indian Rupees.

15. Documents Establishing the Conformity of the Plant and Installation Services/ Works

- 15.1 To establish the conformity of the Plant and Installation Services/ Works to the bidding document, the Bidder shall furnish as part of its Bid an Undertaking on Compliance of terms & conditions of the Bidding Documents including Scope of Work, conformance of Plant and Installation Services/ Works to the technical specifications and standards specified in **Section 6**, Employer's Requirement as well as other related requirements, in the Technical Part of the bid as specified in **ITB 10.2.7**, as per the format given in **Section 4 - Bidding Forms - Technical Part of the Bid.**

- 15.2 Wherever and if specified in **Section 6** - Employer's Requirement, the bidder shall also submit documentary evidence in the form of literature, drawings or data, and a detailed item by item description of the essential technical characteristics of the Plant and Installation Services/ Works, demonstrating substantial responsiveness of the Plant and Installation Services/ Works to the technical specification.
- 15.3 Wherever and if specified in **Section 6**, Employer's Requirement, the Bidder shall furnish in technical proposal a statement of work methods, equipment, personnel, schedule and any other information as stipulated in **Section 4**, Bidding Forms – Technical Part of the Bid, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the Employer's Requirements and the Time for Completion of the Plant and Installation Services/ Works.
- 15.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Employer in the Employer's Requirement, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the **Section 6**, Employer's Requirement.
- 15.5 For major items of Plant and Installation Services if and as listed by the Employer in **Section 2**, Eligibility and Qualification Requirements and **Section 6**, Employer's Requirement, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices, on this account, will be permitted.
- 15.6 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of **Section 2** and **Section 6**.
- 16.1 To establish Bidder's eligibility and eligibility of Plants and Installation Services/ Works in accordance with **ITB 3** and **Section 2**, Eligibility Requirements, Bidders shall complete the Letter of Bid – Technical Part, and other forms included in **Section 4** - Bidding Forms - Technical Part of the Bid.

16. Documents Establishing the Eligibility and Qualifications of the Bidder

- and Eligibility of Plant and Installation Services**
- 16.2 The documentary evidence of the Bidder's eligibility and qualifications, and eligibility of Plant and Installation Services, to be furnished as per Section 4 - Bidding Forms - Technical Part of the Bid, for the Bidder to be considered for award of the Contract, shall establish to the Employer's satisfaction that the Bidder meets each of the Eligibility and Qualification Requirements and establishes eligibility of Plant and Installation Services/ Works, specified in **ITB 3 and Section 2**.
- 17. Period of Validity of Bids**
- 17.1 Bids shall remain valid until the date specified in the **BDS** or any extended date if amended by the Employer in accordance with **ITB 7**. The Bid Validity period starts from the Bid submission deadline (as prescribed by the Employer in accordance with **ITB 21.1**). A Bid that is not valid until the date specified in the **BDS**, or any extended date if amended by the Employer in accordance with **ITB 7**, shall be rejected by the Employer as nonresponsive.
- 17.2 In exceptional circumstances, prior to the expiry of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested (in accordance with **ITB 18**), it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in this **ITB 17.2**.
- 18. Bid Security/ Bid Securing Declaration**
- 18.1 Unless otherwise the provision for submission of Bid Securing Declaration is specified in the **BDS**, the Bidder shall furnish as part of the Technical part of its Bid, a Bid security in original form, and in the amount specified in the **BDS**.
- 18.2 If a Bid Security is specified pursuant to **ITB 18.1**, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a nationalized/ scheduled commercial bank located in India;
 - (b) a cashier's or certified cheque or demand draft from a Nationalized/ Scheduled commercial bank located in India; or
 - (c) Another form security, if specified in the **BDS**.
- In the case of a bank guarantee, the Bid security shall be submitted using the Bid Security Form included in

Section 4, Bidding Forms - Technical Part of the Bid. The form must include the complete name of the Bidder. The Bid Security shall be valid for ninety (90) days beyond the original validity period of the Bid, or beyond any period of extension if requested under **ITB 17.2**.

- 18.3 If a Bid Security is specified pursuant to **ITB 18.1**, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 18.4 If a Bid Security is specified pursuant to **ITB 18.1**, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful bidder's signing the contract and furnishing the Performance Security pursuant to **ITB 43** and **ITB 45**.
- 18.5 The Bid Security of the successful bidder shall be returned as promptly as possible once the successful bidder has signed the Contract and furnished the required Performance Security.
- 18.6 The Bid Security may be forfeited or action may be taken as per the Bid Securing Declaration:
 - (a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid - Technical Part, or any extension thereto provided by the Bidder; or if the Bidder does not accept the correction of its Bid Price pursuant to **ITB 33**; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with **ITB 43**; or
 - (ii) Furnish a performance security in accordance with **ITB 44**.
- 18.7 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid.
- 18.8 If a Bid Security is not specified pursuant to **ITB 18.1** and Bid Securing Declaration is specified: and
 - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid Form, except as provided in **ITB 17.2**; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with **ITB 43**; or
 - (ii) furnish a Performance Security in accordance with **ITB 44**;

the Employer may, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time as stated in the **BDS**.

19. Format and Signing of Bid

- 19.1 The Bidder shall prepare the Bid, in accordance with **ITB 10**.
- 19.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 19.3 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall be in the form of the document as specified in **BDS** and shall be submitted/ uploaded along with the Bid as per **ITB 11**.
- 19.4 In the case that the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives, which shall be submitted/ uploaded along with the Bid as per **ITB 11**.
- 19.5 Corrections, if any, can be carried out by editing the information before electronic submission on e-procurement portal.

D. Submission of Bids

20. Submission of Bids

- 20.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in **ITB 6.1**. Detailed guidelines for viewing bids and submission of online bids are as per **ITB 6.1** and the website referred therein. A prospective bidder can submit its bid online only for which the bidder (in case of JV, the authorised representative of the JV as per **ITB 19.4**) is required to have enrolment/registration and should have valid Digital Signature Certificate (DSC) as specified in **ITB 6.1** in **BDS**. The Bidder should go through them carefully and submit its bid, along with the specified documents failing which the bid is liable to be rejected.
- 20.2 The completed Bid comprising of documents indicated in **ITB 10**, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates/ documents as are mentioned in different sections in the bidding document. Further, if so specified in **ITB 11.3**, the Bidders shall ensure submission of hard copy of documents as mentioned therein.

20.3 All the uploaded documents are required to be signed digitally by the bidder.

20.4 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

21. Deadline for Submission of Bids

21.1 Bids must be uploaded online, and if so specified in **ITB 11.3**, the hard copy of Specified documents must be delivered at the address mentioned therein, no later than the deadline for submission of Bids i.e. the date and time specified in the **BDS**.

21.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with **ITB 7**, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Bids

22.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

23. Withdrawal, Substitution, and Modification of Bids

23.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document, if applicable. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is allowed only up to the deadline for submission of bids as specified in **ITB 21**.

23.2 Bids requested to be withdrawn in accordance with **ITB 23.1** shall not be opened.

23.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid (Technical Part), or any extension thereof. This will result in the forfeiture of the Bid Security or be sufficient ground for action by Employer against the bidder under the Bid Securing Declaration, as may be applicable pursuant to **ITB 18**.

E. Public Opening of Technical Parts of Bids

24. Public Opening of Technical Parts of Bids

- 24.1 The Employer shall, at the Bid opening, publicly open online the Technical Parts of all Bids, except as in the cases specified in **ITB 22** and **ITB 23.2**, received by the deadline of bid submissions as specified in **ITB 21**, at the date, time and place specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. Bidder's names, and such other details as the Employer may consider appropriate will be notified by the Employer at the time of bid opening.
- 24.2 Only Technical Parts of Bids that are opened at Bid opening of Technical Parts shall be considered further for evaluation.
- 24.3 At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid (except the cases, in accordance with **ITB 22** and **ITB 23.2**).
- 24.4 The Employer shall prepare a record of the Bid opening, that shall include, as a minimum:
- (a) the name of the Bidder; and
 - (b) The presence or absence of a Bid Security or a Bid-Securing Declaration.
- 24.5 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

F. Evaluation of Bids - General Provisions

25. Confidentiality

- 25.1 Information relating to the evaluation of Bids and recommendation of contract award shall not be disclosed to Bidders, or any other persons not officially concerned with the Bidding process.
- 25.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.
- 25.3 Notwithstanding **ITB 25.1**, 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 the Bidding process, it should do so in writing.

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, comparison of the Bids, and eligibility or qualification of the Bidders, the

Employer may, at its discretion, ask any Bidder for a clarification of its Bid and/or seek information related to historical data/ documents pertaining to credentials of the Bidders and the Bids that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted.

26.2 If a Bidder does not provide clarifications of its Bid or data/ documents sought, by the date and time set in the Employer's request for clarification/ data/ document, its Bid may be rejected.

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

28. Nonmaterial Nonconformities, Errors and Omissions

28.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformity in the Bid, which does not constitute a material deviation, reservation or omission.

28.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities and/or omissions shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

28.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in **BDS**.

G. Evaluation of Technical Parts of Bids

29. Evaluation of Technical Parts

29.1 In evaluating the Technical Parts of each Bid, the Employer shall use the requirements, criteria and methodologies mentioned and specified in **Section 2**, **Section 3** and **Section 6**.

29.2 The Employer shall, inter-alia, carry out the Technical Evaluation as per **ITB 29.3**, and determine to its satisfaction:

- (a) whether the Bidders comply with the Eligibility Requirements, have offered eligible Plant and Installation Services in their Bids, as specified in **ITB 3** and **Section 2**;
- (b) Whether the Bidders meet the Qualification Requirement as specified in **ITB 3** and **Section 2**. (The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 16** read in conjunction with **ITB 26**. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, sub-Contractor/Bidders (other than specialized sub-Contractor/Bidders if permitted in the bidding document), or any other firm different from the Bidder that submitted the Bid except if provided in the specified Qualification Requirement itself.); and
- (c) Whether the Bids submitted by the Bidders complying with the requirements specified in (a), and (b) above have been determined to be substantially responsive to the RFB/bidding document, as per **ITB 30**.

29.3 **Technical Evaluation.** The Employer will carry out a detailed technical evaluation of the Bids not previously rejected to determine whether the technical aspects are in compliance with the bidding document. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness. In order to reach its determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:

- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or

maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in **Section 2** and/ or **Section 6**; suitability of the Plant and Installation Services 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;

- (b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- (c) Other relevant factors, if any, listed in the RFB/ bidding document.

29.4 At this stage, a Bid shall be rejected if the determination on any one of the aspects listed in ITB 29.2 (a), (b) and (c) above, is not in the affirmative. All other Bids shall be considered for further evaluation.

30. Determination of Responsiveness

30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in **ITB 10** read in conjunction with **ITB 26** and submitted as per **ITB 11**.

30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) If accepted, would:
 - (i) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) Limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or
- (b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

30.3 The Employer shall examine the technical aspects of the Bids, in particular, to confirm that all requirements of **Section 6**, Employer's Requirement have been met without any material deviation or reservation, or omission.

30.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made

responsive by correction of the material deviation, reservation, or omission.

H. Public Opening of Financial Parts of Bids

31. Public Opening of Financial Parts

31.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document / RFB Document or failed to meet the Eligibility Requirements or Qualification Requirement or any other specified requirement, advising them of the following information:

(a) The grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document; and

(b) Financial Part of their Bid will not be opened.

31.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Eligibility Requirement, Qualification Requirement and other specified requirement, advising them of the following information:

(a) Their Bid has been evaluated as substantially responsive to the requirements of bidding document and the specified requirements;

(b) Financial Part of their Bid will be opened online at the public opening of the Financial Parts; and

(c) Notify them of the date, time and location of the second public opening of the Financial Parts of bid, and the address thereof. In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

31.3 All efforts may be made to have the opening date that should allow Bidders sufficient time to make arrangements for attending the opening if they so choose, however as the opening is in online mode and bidder's get due notification of bid opening and can witness the opening online, the date of opening may be set accordingly based on Employer's requirements. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives who choose to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of bid opening.

31.4 The Employer shall prepare a record of the Bid opening, that shall include, as a minimum:

- (c) the name of the Bidder; and
- (d) the Bid price, for the package, including any discounts

31.5 Only Financial Parts of Bids that are opened at Bid opening shall be considered for further evaluation.

I. Evaluation of Financial Parts of Bids

32. Evaluation of Financial Parts

32.1 To evaluate the Financial Part of each Bid, the Employer shall consider the following:

- (a) Bid price, as quoted in accordance with **ITB 13.5**;
- (b) Price adjustment for correction of arithmetic errors in accordance with **ITB 33**;
- (c) Price adjustment due to discounts offered in accordance with **ITB 13.9**;
- (d) Price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITB 28.3**;
- (e) GST, quoted separately as per **ITB 13.12**, adjusted for correction of arithmetic errors in accordance with **ITB 33**, shall be considered for arriving at the evaluated Bid cost/ price and comparison of Bids, except if otherwise specified in **BDS**.
- (f) The additional evaluation factors if specified in **BDS** and/ or **Section 6**.

32.2 If price adjustment is allowed in accordance with **ITB 13.6**, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

32.3 The Employer's evaluation of a Bid may require the consideration of other factors if specified in **BDS**, in addition to the Bid price quoted, in accordance with **ITB 33.1 (e)**.

33. Correction of Arithmetical Errors

33.1 The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction. However there would be a

manual recalculation and in the case of discrepancy between system generated and manual prices, the manually calculated prices shall prevail.

33.2 Any bid which is found to have tampered or modified the electronic logic of the e- procurement system for calculating the total amount from unit rates and quantities, and/ or in populating the amount in words from the amount in figures, is liable to be rejected and the case shall be dealt against the bidder under the Integrity Pact and conditions of the RFB/ bidding documents including those regarding fraud etc..

34. Comparison of Financial Parts

34.1 The Employer shall compare the evaluated price/costs of all substantially responsive Bids, to determine the Bid that has the lowest evaluated cost/ price.

35. Preference

35.1 Purchase Preference shall apply for award of contract if so specified in the **BDS**, as per the guidelines, instruction and methodology indicated therein.

36. Abnormally Low Bids

36.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Employer as to the capability of the Bidder to perform the Contract for the offered Bid Price.

36.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise specified in **BDS**, may seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

36.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Employer shall reject the Bid.

37. Unbalanced or Front Loaded Bids

37.1 Deleted

38. Most Advantageous Bid

38.1 Having compared the evaluated cost/price of Bids as per **ITB 34**, and applying the provisions of **ITB 35**, the Employer shall determine the Most Advantageous Bid

(alternatively referred to as **L1 Bid**). The Most Advantageous Bid is the Bid of the Bidder (also referred to as the **successful bidder**) who meets the the specified requirements as per **Section 2** and **Section 3**, and whose Bid has been determined to have the lowest evaluated price/cost subject to **ITB 35**.

38.2 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the Bidder with the Most Advantageous Bid for identified major items of supply or services may also be evaluated for acceptability in accordance with **Section 2 / Section 6**. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid price. Prior to signing the Contract, the corresponding **Appendix** to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

38.3 **Price Negotiation** - Usually, there shall be no price negotiations. However, in case the Employer identifies exceptional reasons due to which negotiation is required, the Employer reserves its right to negotiate with the lowest acceptable bidder (L-1).

39. Employer's Right to Accept Any Bid, and to reject any or All Bids

39.1 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 Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, if applicable as per **ITB 18** and submitted, shall be promptly returned to the Bidders.

J. Award of Contract

40. Award Criteria

40.1 The Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in **ITB 38**.

40.2 The mode of contracting with the successful bidder will be as indicated below:

40.2.1 The award shall be made as follows:

- (i) Contract Part I: for Supply of Plant on FOR (final place of destination Site/ Project Site) basis.
- (ii) Contract Part II: for Supply of Installation Services {excluding the incidental services included in (i) above}

- 40.3 Both the parts of the Contract will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.
- 41. Employer's Right to make minor adjustments at the time of Award**
- 41.1 At the time the Contract is awarded, the Employer reserves the right to invite the Bidder whose Bid is determined to be the Most Advantageous Bid as per **ITB 38**, for discussions if any minor adjustments in the Contract are required, without any substantial change in the terms and conditions of the bidding document.
- 42. Notification of Award**
- 42.1 Prior to the date of expiry of the Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The Notification of Award (hereinafter and in the Contract Forms also called the "**Letter of Acceptance**") shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 42.2 Until a formal Contract is prepared and executed, the Letter of Acceptance/ Notification of Award shall constitute formation of a binding Contract.
- 43. Signing of Contract**
- 43.1 Promptly upon issue of Letter of Acceptance/ Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within twenty-one (21) days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements including L2 schedule between the Employer and the successful Bidder. L-2 schedule should be submitted, discussed, amended (if so required) within overall L-1 schedule and accepted by owner before signing of contract agreement. Also, CPG should be submitted, verified from issuing bank legally vetted and approved before signing of contract agreement.
- 43.2 Within twenty-one (21) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with **ITB Clause 44**; and (b) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) above.
- 44. Performance Security**
- 44.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance/ Notification of Award from the Employer, the successful Bidder shall furnish the Performance Security & Additional performance

security (if applicable), in Indian Rupees, in accordance with the GCC and in the amount, form and details specified in the **BDS**, further subject to **ITB 37**.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security & Additional performance security (if applicable) or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or be sufficient ground for action by the Employer against the bidder under the Bid Securing Declaration, as may be applicable as per **ITB 18**.

45. Source of Funds

45.1 The Employer named in the Bidding Documents intends to use the capital subsidy 100% of cost of the infrastructures in the project under 'Konkan Disaster Mitigation Project' under State Disaster Mitigation Fund (SDMF) sanctioned by the 15th Finance Commission of Government of India and State fund of Government of Maharashtra for mitigation of disasters in the states. However, the payment as per the contract payment terms will be released timely by the Employer, without any linkage to disbursement of the funds under 'Konkan Disaster Mitigation Project'.

46. Dedicated bank account of Contractor

46.1 Deleted

47. Maximum Awards: 47. Deleted

I. Bid Data Sheet (BDS)

The following specific data for the Plant and Installation Services/ Works to be procured shall complement, supplement, and/or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Reference | A. General |
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| ITB 1.1 | <p>The reference number of the Notice Inviting Tenders (NIT/Request for Bids (RFB) is : HLL/DMRR/UGC-PKG-04/2023-24/09</p> <p>The Employer is: HLL Lifecare Limited</p> <p>The name and identification of the package under this RFB is Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District,Maharashtra</p> |
| ITB 1.2 (c) | HLL Lifecare Limited, a Mini Ratna Public Sector Undertaking, under the Ministry of Health & Family Welfare, Government of India |
| ITB 1.2 (m) | <p>Bidding/ Bids by/ from Joint Venture (JV) is “permitted”.</p> <p>In case Bidding/ Bids by/ from Joint Venture is permitted, the number of members/ partners of the JV shall not exceed 03 (three)</p> |
| | B. Contents of Bidding Document |
| ITB 6.1 | <p>Bidding against RFB shall be conducted through/ with Electronic – Procurement (e- Procurement/ e- Tendering) System.</p> <p>Employer shall use the following Electronic-Procurement system to manage this Request for Proposal (RFP) process: https://etenders.gov.in/eprocure/app</p> <p>The electronic-procurement system shall be used to manage the following part of the bidding process under the RFB:</p> <p>Issuing RFB/ Bidding document, amendments/ corrigendum/ addendums/ clarifications, etc., submissions of bids, opening of Bids, etc.</p> <p>To aid and facilitate the Bidders on e-Procurement/ e-Tendering process a detailed manual on the same titled Bidder Help Manual for e-Bidding has been provided annexed to the Bid Data Sheet as Annexure I (BDS). The same may be utilized by the Bidders.</p> |

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| ITB 6.2 | <p>A Bidder requiring any clarification of the bidding document may notify the Employer online through the electronic bidding system if provisioned/ permitted or through e-mail at the following e-mail address:</p> <p>tenders@hllhites.com</p> <p>Requests for clarification should be received by the Employer no later than: 8th February 2024</p> |
| ITB 6.5 | <p>The pre-bid meeting will be hosted by the IA through video conferencing platform. Bidders can also join the meeting in person, if they so wish.</p> <p>Pre-bid meeting link: https://meet.google.com/btp-pzky-dor</p> <p>Date: 9th February 2024</p> <p>Time: 11.30 hrs</p> <p>Place: HLL Lifecare Ltd HLL Bhavan, Golden Jubilee Block, 2nd floor (HITES Office) Poojappura P.O, Thiruvananthapuram-695012, Kerala.</p> |
| ITB 7.1 | <p>The addendum/corrigendum/ amendment will appear on the e-procurement system specified in ITB 6.1 and email notification is also automatically sent through the system to those bidders who have started working on this procurement.</p> |
| C. Preparation of Bids | |
| ITB 10.2.8 | <p>The Bidder shall submit the following additional documents in Technical Part of its Bid:</p> <ul style="list-style-type: none"> (i) Integrity Pact, prepared using the relevant form furnished in Section 4 - Bidding Forms - Technical Part of the Bid; (ii) Self certified copy of the document to establish legal status of the firm viz. Certificate of Incorporation issued under The Companies Act / The Limited Liability Partnership Act / Partnership deed etc. as applicable; (iii) Self certified copy of PAN; (iv) Self certified copy of GST Registration; (v) Self certified copy in support of MSME, if applicable |
| ITB 10.3.3 | NA |
| ITB 11 | <p>Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of</p> |

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| | the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents. The bid shall be digitally signed. |
| ITB 11.3 | <p>The bidders shall submit the hard copies of technical bid to the office of : Vice President (ID) HITES South Operations HLL Lifecare Limited HLL Bhavan Golden Jubilee Block, 2nd Floor (HITES office) Poojappura. Trivandrum -695012</p> <p>Note: Hard copies of the technical bid shall reach the above mentioned address before the last date & time of opening of bids.</p> |
| ITB 13.1 | To be treated as delete |
| ITB 13.5.1(i), ITB 13.5.2 (i) | <p>Final Destination (Site/ Project Site) is: Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra.</p> <p>The bids shall be quoted excluding GST and evaluation will be on the basis of quoted amount.</p> |
| ITB 13.6 | <p>The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract.</p> <p>The adjustment of contract price, if provided, will be done in accordance with Appendix to Contract Form.</p> |
| ITB 13.11 | GST applicable in India, on the Plant and Installation Services provided/ supplied by the Contractor to the Employer under the Contract shall be paid/ reimbursed by Employer against requisite documents, at actuals. |
| ITB 17.1 | The Bid shall remain valid until i.e. upto and including 180 days reckoned from the deadline for Submission of Bids specified in ITB 21.1, as may be extended by the Employer from time to time in accordance therewith. |
| ITB 18.1 | <p>A Bid Security shall be required.</p> <p>All bidders shall submit EMD / Bid Security online for an amount of Rs.5,00,000/-</p> |
| ITB 18.2 (c) | The EMD / Bid security shall be paid online and proof of remittance shall be uploaded along with the technical bid while online submission |
| ITB 18.8 | Business dealings with an agency may be debarred/blacklisted if it is considered not desirable to continue the business with the agency. It means action taken by the Competent Authority/ Appellate Authority pursuant to this policy prohibiting agency from directly or indirectly performing any work for or otherwise participating in HLL bid/ tender including to prohibit agency from submitting a bid, |

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| | <p>having a bid considered, or entering into any work/ contract during a specified period of time as set for the debarment/ blacklisting order.</p> <p>And if the Bidder performs any of the actions prescribed in ITB 18.8 (a) or (b), the Employer will declare the Bidder ineligible to be awarded a contract by the Employer for a period as per HLL debar & black listing policy</p> |
| ITB 19.3 | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>Legally valid Power of Attorney demonstrating the authority of the signatory to sign the Bid</i> |
| D. Submission of Bids | |
| ITB 21.1 | <p>The Deadline for Submission of Bids by uploading on e- Procurement system specified in ITB 6.1 and ITB 11 including submission of original documents in hard copy if any specified in ITB 11.3, is:</p> <p>Date: 4th March 2024</p> <p>Time: 15:00Hrs</p> |
| E. Public Opening of Technical Parts of Bids | |
| ITB 24.1 | <p>The opening of the Technical Bid shall take place at:</p> <p>HLL Lifecare Ltd HLL Bhavan, Golden Jubilee Block, 2nd floor (HITES Office) Poojappura P.O, Thiruvananthapuram-695012, Kerala.</p> <p>Date: 5th March 2024</p> <p>Time: 03.00 PM</p> <p>The bids shall be opened online using the e-tender portal https://etenders.gov.in/eprocure/app - by the ISA in the above mentioned address, in the presence of bidders representative who choose to attend the bid opening In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.</p> |
| I. Evaluation of Financial Part of Bids | |
| ITB 32.1 (e) | The bids shall be quoted excluding GST and evaluation will be on the basis of quoted amount. |
| ITB 32.1(f) | <p>The Employer's evaluation of a Bid shall also require the consideration of factors listed herein below. Wherever specified, the adjustments shall be determined using the criteria and methodology mentioned in Section 6.</p> <p>Employer's Requirement:</p> <p>(a) Time for Completion: The Plant and Installation Services specified in Employer's Requirement are required to be supplied / provided within the</p> |

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| | <p>specified Time for Completion. No credit will be given if provided/ supplied before the specified date or period, and Bids offering supply/ completion after the final date/ specified period shall be treated as nonresponsive;</p> <p>(b) Deviation in payment schedule/ terms and conditions of payment: Bidders shall state their Bid price for the payment schedule outlined in the Conditions of Contract. Bids shall be evaluated on the basis of this base price. If a Bid deviates from the specified payment schedule/ terms and conditions of payment, it shall be treated as non-responsive;</p> <p>(c) Life cycle costs: the projected operating and maintenance costs during the life of the Plant, goods or equipment – <i>No</i></p> <p>(d) Functional Guarantees of the Facilities (Material & workman ship) -- Yes (Major material – 5 years from date of commission & Minor Materials - 2years from date of commission</p> <p>(e) Cost of withdrawal of deviations: Deviations will not be allowed (as per Attachment 6 in Section 4)</p> |
| ITB 35.1 | <p>Only Class -I suppliers are eligible for the bid</p> <p>‘Class –I local supplier’ means a supplier or service provider , whose goods , services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-I local supplier’. The local content requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%.</p> |
| ITB 36 | Provisions related to Abnormally Low Bids do not apply |
| | J. Award of Contract |
| ITB 44.1 | <p>The Performance Security amount is 3% of Contract Price</p> <p>The Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms.</p> |

Annexure I (BDS)**Bidder Help Manual for E-Bidding**

1. This tender is being published online in Government eProcurement portal <https://etenders.gov.in/eprocure/app>, www.lifecarehll.com and www.hllhites.com.
2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/ extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
3. The NIT, corrigendum/extension will also be published in our company website, URL address: <http://www.hllhites.com/tender>, <http://www.lifecarehll.com/tender>
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/ envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
7. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
8. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

8.1 Registration

- a) Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class III-B (signing & encryption) digital certificate from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/ e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

9. Searching for Tender Documents

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

10. Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and

- content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
 - d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
 - e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
11. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>.
 12. Tenderers are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered.
 13. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below:

For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787 (country code +91)

E Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
Technical - support-eproc@nic.in, Policy Related - cphp-doe@nic.in
 14. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
 15. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

VP (ID), HITES South Operations
HLL Lifecare Ltd

HLL Bhavan, Golden Jubilee Block (HITES office)
Poojappura P.O
Thiruvananthapuram-12
Kerala
e-mail: tenders@hllhites.com

16. The bids shall be opened online in the presence of the Bidders/ their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
17. More details can be had from the Office of the HITES Trivandrum during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
18. A firm/ bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

Online Tender Process:

The tender process shall consist of the following stages;

- (i) Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>). However, tender document fees shall be payable as stipulated in this tender document.
- (ii) Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>), HLL website and HITES website (URL address: <http://www.hllhites.com/tender>) and shall not be available elsewhere.
- (iii) Bid submission: Bidders have to submit their bids online along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- (iv) Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- (v) Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

19. Account details:

Tender fee (Non-refundable) and EMD as per the tender conditions shall be paid separately, through RTGS/ NEFT transfer in the following HLL A/c details:

A/c No. 30173087695.

Name of A/c: HLL Lifecare Ltd

IFS Code: SBIN0004350

Bank : SBI, Commercial Branch, Thycaud, Trivandrum

Document of the above transactions completed successfully by the bidder, shall be uploaded separately while submitting the bids online.

Note: Any transaction charges levied while using any of the above modes of payment has to be borne by the bidder. The bid will be evaluated only if payment is effective on the date and time of bid opening.

20. HITES does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
21. HITES reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
22. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HITES in this regard shall be final and binding.
23. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) along with tender document fees and EMD/Bid Security

Note:- It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

**VP (ID), HITES South Operations
HLL Lifecare Ltd.**

Section - 4 : Bidding Forms - Technical Part of the Bid**Form 1****Letter of Bid – Technical Part**

Date of this Bid submission: 22/02/2024

NIT/RFB No.: HLL/DMRR/UGC-PKG-04/2023-24/09

Title of Procurement/ Contract: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

To: [*Name of Purchaser*.....]

1.0 We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

2.0 In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document (ITB5), including addenda issued in accordance with Instructions to Bidders (ITB 7);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3 and Section 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration by the Purchaser in accordance with ITB 10.2.2;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the all the Goods and Related Services as per the scope mentioned in Part 2, Section 6.;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended if applicable) from the date fixed for the deadline for submission of Bids (specified in BDS 21.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and meet the requirements of ITB 4.2;
- (h) **Suspension:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a blacklist as specified in Section 2,

Clause 1.3. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (i) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost/price Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (k) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption;
- (l) *(applicable only if the bidder is a Joint Venture as per Section 2 of RFB/ bidding document)* We have bid as a Joint Venture as per Section 2 of RFB/ bidding document) and in accordance with Clause 2.2.7 of Section 2 we declare and confirm that all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms;
- (m) We submit appended herewith, as integral part of the Technical Part of our bid, the details/ documents as listed in the table below in the Forms duly filled, as prescribed, along with supporting documentary evidence as required/ specified. We understand and confirm that we would be solely responsible for any errors or omissions in our Bid and your decision in regard to sufficiency and/ or adequacy of the details/ documents comprising our Bid for determining its completeness shall be final and binding.

| Sr. | Document | Status (Submitted/ Not Submitted/ Not Applicable) |
|-----|---|---|
| 1. | This Letter of Bid as per format prescribed in Form 1 given in Section 4 of RFB/ bidding document | |
| 2 | Bidder Information as per the format prescribed in Form 2 given in Section 4 of RFB/ bidding document | |
| 3 | Bid Security or Bid Securing Declaration, as may be specified in ITB 18 Section 3 of RFB/ bidding document, in the form of specified in ITB. Bid Securing Declaration in format prescribed in Form 3A given in Section 4, and Bid Security in the form of Bank Guarantee in format prescribed in Form 3B given in Section 4 of RFB/ bidding document. | |
| 4. | Power of Attorney by Lead Joint Venture Member/ Sole Bidder authorizing an Individual Designated Representative for the Joint Venture Bidder/ Sole Bidder as per the format prescribed in Form 4 given in Section 4 of RFB/ bidding document | |
| 5. | Declaration of conformance of the Bidder and the Facilities offered, to the specified eligibility requirement specified in Section 2 and Section 3, as per the format prescribed in Form 5 given in Section 4 of RFB/ bidding document | |
| 6. | Local Content Certificate for Class I Local Supplier, as specified in Clause 1.5 of Section 2 of RFB/ bidding document, Affidavit of Self certification as per the format prescribed in Form 6 given in Section 4 of RFB/ bidding document or by certificate (format not specified) of Statutory Auditor, as may be applicable | |
| 7 | Power of Attorney by each member/ partner of the Joint Venture in favour of Lead member/ partner as per format prescribed in | |

| Sr. | Document | Status (Submitted/ Not Submitted/ Not Applicable) |
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| | Form 7 given in Section 4 of RFB/ bidding document (<i>applicable only for Joint Venture Bidder</i>) | |
| 8 A | Joint Deed of Undertaking (JDU) signed by each member/ partner of the Joint Venture, as per format prescribed in Form 8 given in Section 4 of RFB/ bidding document (<i>applicable only for Joint Venture Bidder</i>) | |
| 8 B | Joint Venture Agreement entered into amongst all the partners/ members of the Joint Venture in their own format but without violating any of the requirements of the bidding documents and necessarily including the confirmation as specified in Clause 2.2.7 of Section 2 of RFB/ bidding document (<i>applicable only for Joint Venture Bidder</i>) | |
| 9 | Details/ Data and documentary evidence in support of meeting the Qualification Requirement specified in Section 2 of RFB/ bidding document, as per the format prescribed in Form 9 given in Section 4 of RFB/ bidding document | |
| 10. | The details of all major items of Plant and Installation Services proposed to be subcontracted in case of award, indicating name and nationality of the proposed subcontractor/sub-vendor for each item, as per the format prescribed in Form 10 given in Section 4 of RFB/ bidding document. as per the format prescribed in Form 1 given in Section 4 | |
| 11. | Form of Undertaking on Compliance of Terms & Conditions of the RFB/ bidding document including Scope of Work and other related requirements, as per the format prescribed in Form 11 given in Section 4 of RFB/ bidding document, <i>subject to Sl No. 12 below of this table</i> | |
| 12 | Statement of Deviation from the requirements specified in the RFB/ bidding documents including Conditions of Contract, Employer's Requirement/ Specification and Drawings etc, including, inter alia, the cost of withdrawal thereof, as per the format prescribed in Form 12 given in Section 4 of RFB/ bidding document | |
| 13 | Work Completion Schedule, as per the format prescribed in Form 13 given in Section 4 of RFB/ bidding document | |
| 14 | Guarantee Declaration, as per the format prescribed in Form 14 given in Section 4 of RFB/ bidding document | |
| 15 | Information regarding ex-employees of Employer in our firm, as per the format prescribed in Form 15 given in Section 4 of RFB/ bidding document | |
| 16 | Filled up information regarding Price Adjustment Data, as per the format prescribed in Form 16 given in Section 4 of RFB/ bidding document | |
| 17 | Option for Interest bearing Initial Advance payment and Information for E-payment, PF details and declaration | |

| Sr. | Document | Status (Submitted/ Not Submitted/ Not Applicable) |
|-----|--|---|
| | regarding Micro/Small & Medium Enterprises, as per the format prescribed in Form 17 given in Section 4 of RFB/ bidding document | |
| 18 | Declaration for tax exemptions, reductions, allowances or benefits, as per the format prescribed in Form 18 given in Section 4 of RFB/ bidding document | |
| 19 | Bank Guarantee verification checklist, as per the format prescribed in Form 19 given in Section 4 of RFB/ bidding document | |
| 20 | Additional Information, if any, as per the format prescribed in Form 20 given in Section 4 of RFB/ bidding document | |
| 21 | Integrity Pact, duly signed on each page by the person signing the bid, as per the format prescribed in Form 21 given in Section 4 of RFB/ bidding document | |
| 22 | Form F1 & F1 A- Bidding Capacity forms | |
| 23 | Form J – Proof of site visit | |
| 24 | Proof of remittance of e-tender processing fee and EMD / bid security amount | |
| 25 | Form of Certificate of Financial Parameters for QR in Part 3 | |

(n) We are also submitting herewith the Financial Part of our Bid, online separately, as per the prescribed Forms given in Section 5 of RFB/ bidding document, complete in all respects in electronic form only, as per the requirements of RFB/ bidding document. We confirm that the same does not contain any deviation, reservation or omission, failing which it is liable to be rejected.

(o) **Contact Person**

Details of the contact person representing us supported by the Power of Attorney, as prescribed, are furnished as under:

Name:
 Designation:
 Company:
 Address:
 Mobile:
 Phone:
 Fax:
 Email:

Dated the [Insert date of the month] day of [Insert month, year] at [Insert place].

Signature {(of Bidder's authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder }

Address: {insert the authorized Bid Signatory's address }

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable }

Email: {insert the authorized Bid Signatory's email address} _____

#{For a joint venture, either all members shall sign or only the authorised signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 2**(Appendix to Technical Part of the Bid)****Format for Bidder Information Sheet**

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

NIT/RFB No.: HLL/DMRR/UGC-PKG-04/2023-24/09

Package Name/ Contract Title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District,Maharashtra.

| |
|---|
| 1. Bidder's Legal Name |
| 2. Legal Status of the Bidder |
| 3. Bidder's Country of Registration: |
| 4. Bidder's Year of Registration: |
| 5. Bidder's Legal Address in Country of Registration: |
| 6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address: |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <ul style="list-style-type: none"> ○ Self certified copy of the document to establish legal status of the firm viz. Certificate of Incorporation issued under the Companies Act / The Limited Liability Partnership Act / Partnership deed etc. as applicable; ○ Self certified copy of PAN ○ Self certified copy of GST Registration; ○ Self certified copy in support of MSME, if applicable ○ Organizational chart including a list of Board of Directors/ Key Management Personnel's.. |
| Note : In case of of JV/ Consortium, the afore details/ documents are to be furnished for each of the JV/ Consortium Members |

Dated the *[Insert date of the month]* day of *[Insert month, year]* at
..... *[Insert place]*.

Signature {(of Bidder’s’ authorized Bid Signatory (ies))[#] {In full and initials}}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder’s name or Consortium/ JV’s name, if applicable):

Capacity: {insert the person’s capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory’s address}

Phone/fax: {insert the authorized Bid Signatory’s phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory’s email address}_____

[#]{For a joint venture, either all members shall sign or only the authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 3A

(Appendix to Technical Part of the Bid)

**Format of Bid Securing Declaration
(use only if applicable)**

BID SECURING DECLARATION

Whereas, I/We (name of Bidder) ----- have submitted Bid for -----in response to Request For Bid (RFB) no: -----dated -----

I/We hereby submit following declaration in lieu of Bid Security/ Earnest Money Deposit:

- 1. If after the opening of Proposal, I/We withdraw and/or modify my/our Proposal during its period of validity (including extended validity) as specified in the RFB document,
- Or
- 2. If, after the issue of Notification of Award of the Contract, I/We fail to sign the Contract, or to submit Contract Performance Guarantee before the deadline specified in the RFB document,
- Or
- 3. If, in case of I/ we fail to ensure that the Contract becomes Effective as specified in the RFB document.

I/we shall be suspended from and shall not be eligible to participate for a period of as per HLL debar & black listing policy year from date of issue of the suspension order, in the bidding against any of the Notice Inviting Tenders/ Invitation For Bids/ Request for Proposal/ Bid etc. issued by HLL Lifecare Limited during that period.

Dated the [Insert date of the month] day of [Insert month, year] at [Insert place].

Signature {(of Bidder’s authorized Bid Signatory (ies))# {In full and initials}}:

Full name: {insert full name of authorized Bid Signatory}
 Title: {insert title/position of authorized Bid Signatory}
 Name of Bidder (Sole Bidder’s name or Consortium/ JV’s name, if applicable):
 Capacity: {insert the person’s capacity to sign for the Bidder}
 Address: {insert the authorized Bid Signatory’s address}
 Phone/fax: {insert the authorized Bid Signatory’s phone and fax number, if applicable}
 Email: {insert the authorized Bid Signatory’s email address} _____

#{For a joint venture, either all members shall sign or only the authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 3B

(Appendix to Technical Part of the Bid)

Format of Bank Guarantee for Bid Security

(use only if applicable)

{To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.}

Reference No. Bank Guarantee No. Dated:
.....

To:
.....
.....

Dear Sir/ Madam,

WHEREAS..... [Insert name of the Sole Bidder] / [insert name of the Lead Joint Venture Member followed by the words “ representing Joint Venture of [insert names of all the members of Joint Venture]”] with address [Insert address of Sole Bidder /Lead Joint Venture Member] having its registered office at [Insert address of the Sole Bidder /Lead Joint Venture Member] (Hereinafter, the “Bidder”) wishes to participate in Tender No. [Tender Details] (the “RFB”) issued by (hereinafter, the “Utility”) for for Underground cabling work in tender for supply, test, transport, construction, erection, testing and commissioning required for

And WHEREAS a Bank Guarantee for [Amount] valid till [Date] is required to be submitted by the Bidder along with the RFB.

We,[Insert name of the Bank and address of the Branch giving the Bank Guarantee] having our registered office at[Insert address of the registered office of the Bank] hereby give this Bank Guarantee No.[Insert Bank Guarantee number] dated[Insert the date of the Bank Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Utility any officer authorized by it in this behalf any amount not exceeding [Amount] to the said Utility on behalf of the Bidder.

We [Insert name of the Bank] also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or not signing the Contract Agreement or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the RFB would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Utility in case of any occurrence of a default on the part of the Bidder and that the amount is liable to be forfeited by the Utility.

This Guarantee shall be valid and binding on this Bank up to and inclusive of [Insert the date of validity of the Bank] and shall not be terminable by notice or by Guarantor for the reason of change in the constitution of the Bank or the firm of the Bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Utility.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to [Amount]. Our Guarantee shall remain in force till [Date]. Unless demands or claims under this Bank Guarantee are made to us in writing on or before [Date], all rights of the Beneficiary under this Bank Guarantee shall be forfeited, and we shall be released and discharged from all liabilities there under.

| | |
|--|--|
| <i>[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]</i> | <i>[Insert signature of the Bank's Authorized Signatory]</i> |
| | |
| <i>Attested</i> | |
| [Signature] (Notary Public) | |
| Place: | Date: |

INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.
2. The Bank Guarantee by Bidder shall be given from any Scheduled Commercial Bank.
3. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.

Form 4

(Appendix to Technical Part of the Bid)

Format of Power of Attorney of designated Bid Signatory by sole bidder/ lead joint venture member

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution.]

Know all men by these presents, we*[Insert name and address of the registered office of the Lead Consortium Member of the Bidding Consortium/ Sole Bidder]* do hereby constitute, appoint, nominate and authorize Mr./Ms. *[Insert name and residential address]*, who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to RFB/ Tender No. **HLL/DMRR/UGC-PKG-04/2023-24/09** for Turnkey e-tenders are invited for **Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkey basis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra** (the "Project") issued by HLL Lifecare Limited including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which Utility may require us to submit. The aforesaid attorney is further authorized for making representations to Utility, and providing information / responses to Utility, representing us in all matters before Utility, and generally dealing with Utility in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFB.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFB.

Signed by the within named *[Insert the name of the executant company]*
through the hand of Mr./ Mrs.**duly authorized by the Board/ Owner to issue such Power of Attorney dated this** **day of**

Accepted

..... (Signature of Attorney)
[Insert Name, designation and address of the Attorney]

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director’s Resolution dated.../ Owner

1. WITNESS 1. (Signature)

Name

Designation.....

2. WITNESS 2. (Signature)

Name

Designation....._

Notes:

- a. *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
- b. *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
- c. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*

Form 5**(Appendix to Technical Part of the Bid)****Format of Declaration of conformance of the Bidder and the Facilities offered, to the specified eligibility requirement**

NIT/RFB No.: HLL/DMRR/UGC-PKG-04/2023-24/09

Package Name/ Contract Title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra Bidder's Name and Address:

{In case of JV bidder, mention name and address of all the Joint Venture members }

To:
Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

We hereby certify that Plant and Installation Services offered to be supplied by us fully comply with all the eligibility and other requirements specified in Section 2 and Section 3 of RFB/ bidding documents.

We hereby certify that our firm is legally established in India and we fully comply with the eligibility and other requirements specified in Section 2 and Section 3 of RFB/ bidding documents,

Dated the *[Insert date of the month]* day of *[Insert month, year]* at *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials}}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address} _____

[#]*{For a joint venture, either all members shall sign or only the authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}*

Form 6

(Appendix to Technical Part of the Bid)**Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and #MoP Order/DoT order**

[if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-]

NIT/RFB No.: *HLL/DMRR/UGC-PKG-04/2023-24/09*

Package Name/ Contract Title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

Bidder's Name and Address:

{In case of JV bidder, mention name and address of all the Joint Venture members }

To:

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

I We _____S/o, D/o, W/o, _____Resident
of _____, on behalf of the firm(s)
named above, hereby solemnly affirm and declare as under:

That we will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated **04/06/2020** (hereinafter **PPP-MII order**),

#'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 28/07/2020 issued by Ministry of Power (hereinafter MoP order)

Or

#Public Procurement (Preference to Make in India) Order, 2017- Notification of Telecom products, Services or Works issued vide Notification No. 18-10/2017-IP dated 29.08.2018 by Department of Telecommunications (DoT), (hereinafter, **DoT-Order**) and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/POWERGRID or any other Government authority for the purpose of assessing the local content of plant/ goods/material/ services/works supplied by me for HLL/DMRR/UGC-PKG-04/2023-24/09

HLL/DMRR/UGC-PKG-04/2023-24/09

That the local content for all inputs which constitute the said plant/ goods/material/ services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the ‘Local Content ‘as defined in the PPP-MII order and #MoP order /DoT order in the plant/goods/material/ services/works supplied by me for Turnkey e-tenders invited for supply, test, transport, construction, erection, testing and commissioning required for c Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District,Maharashtra is percent (%).

That the plant/goods/material/ services/works supplied by me for Turnkey e-tenders supply, test, transport, construction, erection, testing and commissioning required for Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra meet the ‘Local Content‘ requirement as defined in the PPP-MII order **and #MoP order /DoT order for ‘Class –I local supplier’/‘Class-II Local supplier (choose as applicable).**

That the value addition for the purpose of meeting the ‘Local Content ‘has been made by me at (insert the details of the location(s) at which value addition is made).

That in the event of the local content of the plant/goods/material/ services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/ HLL Lifecare Limited /Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, #MoP order/ DoT order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Plant/goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Local Content prescribed for **‘Class –I local supplier’/‘Class-II Local supplier (choose as applicable)**
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii Ex-Factory Price of the product

- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

Dated the *[Insert date of the month]* day of *[Insert month, year]* at *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials}}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address}_____

[#]{For a joint venture, or only the authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

choose as applicable while preparing bidding documents

Form 7
(Appendix to Technical Part of the Bid)

Format of Power of Attorney by Each Member/ Partner of The Joint Venture in favour of Lead Member/ Partner

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge, do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge" or "Lead Partner" or "Lead Member" or "Leader") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Request for Bids (RFB)/ Request for Proposals (RFP) No. HLL/DMRR/UGC-PKG-04/2023-24/09 for Package of Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra, the bids for which have been invited by the:

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

(hereinafter called the 'Employer') to undertake the following acts:

- i) To submit proposal/ Bid and participate in the aforesaid Bidding, against the RFB/ RFP issued of the Employer, on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner/ Lead Member) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all and whatsoever the said Attorney/Authorized Representatives/Partner in-charge/ Lead Partner/ Lead Member quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act or acts on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their respective Companies.

for and on behalf of the
Partners of Joint Venture

.....
.....
.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

- 1. Signature.....
Name
Designation
Occupation
- 2. Signature.....
Name
Designation
Occupation

Note:

- 1. For the purpose of executing the power of attorney, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The power of attorney shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed and notarized.

Form 8

(Appendix to Technical Part of the Bid)**Format of Joint Deed of Undertaking by the Joint Venture Partners/ Members**

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws ofand having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Request For Bids (RFB)/ Request for Proposal (RFP) No HLL/DMRR/UGC-PKG-04/2023-24/09 for turnkey e-tenders invited for Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District,Maharashtra by the

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Package for the design, supply and installation of the Plant as stipulated in the Bidding Documents for Turnkey e-tenders invited for Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District,Maharashtra.

AND WHEREAS as per Section 2/ Section 3 of the Bidding Documents, inter-alia stipulates that a Joint Venture, as specified therein, may bid, provided, the Joint Venture and the partners/ members in/ of the Joint Ventures fulfill all the specified requirements of the Bidding Documents and that , in such a case, the Bid shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the

bid in accordance with the requirements of Section 2/ Section 3 of the Bidding Documents, has been signed in accordance with the provisions contained therein.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner/ Lead Member/ Authorized Representative/ Partner-in- Charge of the Joint Venture, and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, supply and installation of the Plant and for successful performance of the Contract in the event of award and performance of equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in **Appendix – I** (*to be suitably appended by the Parties along-with this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

- 8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favor of the Employer in the currency/currencies of the Contract.
- 9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director’s Resolution dated

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director’s Resolution dated

For Party No.-2
For and on behalf of
M/s.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. Appendix 1 must be enclosed

(Appendix to Technical Part of the Bid)

Joint Venture Agreement

(no specified format, bidders to use own format)

Form 9**(Appendix to Technical Part of the Bid)****Format for Details/ Data and Documentary Evidence in support of meeting the Qualification Requirement****Notes on Form of Qualification Information**

The information is to be filled in by individual bidders. The following pages will be used for purposes of post-qualification as provided for in Section 2 / Section 3 of RFB/ bidding documents. This information will not be incorporated in the Contract. Attach additional pages as necessary.

NIT/RFB No.: *HLL/DMRR/UGC-PKG-04/2023-24/09*

Package Name/ Contract Title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

(Qualifying Requirement Data)

Bidder's Name and Address:

{In case of JV bidder, mention name and address of all the Joint Venture members }

To:

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

Dear Ladies and/or Gentlemen,

In support of the Qualification Requirements (QR) for bidders, stipulated in Section-2 of the bidding documents, we furnish herewith our QR data/details/documents etc., along with other information, as follows (The QR stipulations have been reproduced in italics for ready reference, however, in case of any discrepancy the QR as given in Section-2 shall prevail).

* We have submitted bid as individual firm.

* We have submitted bid as joint venture of following firms:

- (i)
- (ii)
- (iii)

(* *Strike-off whichever is not applicable*)

[For details regarding Qualification Requirements of a Joint Venture, please refer para 4.0 below.]

We are furnishing the following details/document in support of Qualifying requirement for the subject project.

I. Attached copies of original documents defining:

- a) The constitution or legal status;
- b) The principal place of business;
- c) 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).

II. Attached original & copies of the following documents.

- a) Written power of attorney of the signatory of the Bid to commit the bidder.
- b)** Joint Venture Agreement

*[** To be submitted only in case of Joint Ventures. Strike off in case of individual firms.]*

III. Technical Experience QR Data/ Details/ Document

Format A: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture) for technical experience in compliance to para 2.1 of Section-2 [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 2.1.2 of Section-2)] is also is to furnished, as applicable, using this format. The bidder (Single Firm / Partner(s) in case of Joint Venture) who is willing to qualify in compliance to para 2.1 of Section-2 shall fill below format for two or all three contracts.

| | | |
|-------|---|--|
| A1. | Name of Bidder/Lead Partner of JV/other partner(s) of JV | |
| A2. | Name of Contract (executed during the last 7 years up to 31.03.2023): | |
| A3. | Contract Reference No. & Date of Award | |
| A4 | Name and Address of the Employer/Utility by whom the Contract was awarded e-mail ID _____ Telephone No. _____ Fax No. _____ | |
| A5(i) | Name of completed work of project execution in electrical Transmission or sub-transmission & distribution sector Cost of the project | _____ |
| (ii) | % of cost w.r.t. estimated cost of this bid (in %) | _____ |
| (iii) | | |
| A6(i) | Date of successful execution of the Contract/Date of commissioning | _____ |
| A7. | Capacity in which the Contract was undertaken (Check One) | <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Partner of JV <input type="checkbox"/> Subcontractor <i>(Tick whichever is applicable)</i> |
| A8. | Details/documentary evidence submitted in support of stated experience/Contract | |

(Documentary evidence, such as copies of contract agreement/ letter of award/ utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

IV. Financial/ Commercial QE Data/ Details/ Documents

Format B: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture) for financial/ commercial experience in compliance to para 2.2.1, 2.2.2, 2.2.3 of Section-2 [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting

the requirement of para 2.2.4 of Section-2] is also to furnished, as applicable, using this format.

| | | |
|-----|---|---|
| A1. | Name of Bidder/Lead Partner of JV/other partner(s) of JV | |
| A2. | Net-worth in last three years 1. Financial Year 2020-21 2. Financial Year 2021-22 3. Financial Year 2022-23 | : Rs. ----- lakhs : Rs. ----- lakhs |
| A3. | Minimum Average Annual Turnover (MAAT) 1. Financial Year 2018-19 2. Financial Year 2019-20 3. Financial Year 2020-21 4. Financial Year 2021-22 5. Financial Year 2022-23 | : Rs. ----- lakhs : Rs. ----- lakhs : Rs. ----- lakhs : Rs. ----- lakhs : Rs. ----- lakhs |
| A4 | liquid assets (LA) and/ or evidence of access to or availability of credit facilities | : Rs. ----- lakhs |
| A4. | Details/documentary evidence submitted in support of stated details | |

V. We understand that:

- i. Sub contractors' experience and resources shall not be taken into account in determining the bidder's compliance with qualifying criteria.
- ii. One of the partners shall be nominated as lead partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners as per specified format.
- iii. All partner of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture partners having such a provision shall be submitted with the bid.

VI. We have furnished the following documents/details with Technical Part of your Bid:

- 2.1 A certificate from banker (as per format) indicating various fund based/non fund based limits sanctioned to the bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary Employer may make queries with the Bidders’ bankers.
- 2.2 The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid.

Note:

(a) In the event the bidder is not able to furnish the 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 sheets, income statements, 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 or (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

(b) 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 – 2.3 above certifying that these information/ documents are based on the audited accounts, as the case may be.

Dated the [Insert date of the month] day of [Insert month, year] at [Insert place].

Signature {(of Bidder’s authorized Bid Signatory (ies))# {In full and initials}}:

Full name: {insert full name of authorized Bid Signatory }
 Title: {insert title/position of authorized Bid Signatory }
 Name of Bidder (Sole Bidder’s name or Consortium/ JV’s name, if applicable):
 Capacity: {insert the person’s capacity to sign for the Bidder}
 Address: {insert the authorized Bid Signatory’s address}
 Phone/fax: {insert the authorized Bid Signatory’s phone and fax number, if applicable}
 Email: {insert the authorized Bid Signatory’s email address}_____

#*{For a joint venture, either all members shall sign or only the authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}*

Form 10

(Appendix to Technical Part of the Bid)

Format of Bought-out & Sub-contracted Items

NIT/RFB No.: HLL/DMRR/UGC-PKG-04/2023-24/09

Package Name/ Contract Title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

Bidder's Name and Address:

{In case of JV bidder, mention name and address of all the Joint Venture members }

To:

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

Dear Sir/ Madam,

1.0 We hereby furnish the details of major items/ sub-assemblies; we propose to buy from our proposed sub-vendors/ subcontractors for the purpose of supply of Plant and Installation Services under the subject

Package/ Project:

| Sl. No. | Item Description | Quantity proposed to be bought-out/sub-contracted | Details of the proposed sub-contractor/sub-vendor | |
|---------|------------------|---|---|-------------|
| | | | Name | Nationality |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |

2.0 *We hereby declare that, in the event of award of Contract on us, we would not subcontract any portion of Installation Services under Part II of the Contract (Supply of Installation Services) and any major item other than those mentioned above under Part I of the Contract (Supply of Plant) without the prior approval of Employer as per the provisions of the Contract. We understand that for subcontract related to hiring of labor, prior approval of the Employer is not required.*

3.0 *We hereby declare that, total local content that will be sourced in the bid is more than 50% of the total content required under the project.*

Dated the [Insert date of the month] day of [Insert month, year] at [Insert place].

Signature {(of Bidder’s authorized Bid Signatory (ies))# {In full and initials}}:

- Full name: {insert full name of authorized Bid Signatory }
- Title: {insert title/position of authorized Bid Signatory }
- Name of Bidder (Sole Bidder’s name or Consortium/ JV’s name, if applicable):
- Capacity: {insert the person’s capacity to sign for the Bidder}
- Address: {insert the authorized Bid Signatory’s address}
- Phone/fax: {insert the authorized Bid Signatory’s phone and fax number, if applicable}
- Email: {insert the authorized Bid Signatory’s email address}_____

#{For a joint venture, either all members shall sign or only the authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 11**(Appendix to Technical Part of the Bid)****Format of Undertaking on Compliance of Terms & Conditions of the Bidding Documents including Scope of Work and other related requirements****UNDERTAKING ON COMPLIANCE OF RFB TERMS & CONDITIONS AND OTHER REQUIREMENTS**

(To be submitted on ₹100 Stamp paper issued in the State where Bidder's office is located, duly signed by the authorized signatory)

I/We hereby undertake that I/We have examined/ perused, studied and understood the Request For Bid (RFB) Document in respect of RFB no. HLL/DMRR/UGC-PKG-04/2023-24/09 dated _____ and any corrigendum/ addendum/ clarification etc. thereto completely and have submitted my/our Proposal/ Bid in pursuance to the said RFB document for Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

I/We hereby undertake that I/We understand that the scope of Services and other related requirement under and in pursuance of this RFB are indicative only and not exhaustive in any manner. I/We understand that the scope of Services may undergo changes as per emerging requirements of HLL Lifecare Ltd as specified in the RFB document.

I/We hereby undertake that we shall comply with the scope of Services and other related requirements and the terms and conditions specified in the RFB document completely and except as mentioned in the Form 12 (Alternative, Deviations and Exceptions to the Provisions) hereof, we have no deviations and/or submissions and/or clarifications, whatsoever of any manner and/or sort and/or kind in this regard.

I/We hereby undertake to provide any further clarifications, details, documents etc. as may be required without changing the substance of our Proposal.

I/We understand that the HLL Lifecare Ltd reserves the right to float a separate Request For Bid/ Notice Inviting Tender/ Invitation for Bids for the scope of Work and related requirements as covered under this RFB, irrespective of the outcome of this RFB, and I/We hereby undertake that we have no objection for the same. I/We understand that in such a case, I/We shall bid separately in response to such Request For Bid/ Notice Inviting Tender/ Invitation for Bids, and in no case our bid/ Proposal in response to this RFB shall be deemed as a Proposal/ Bid in response to such Request For Bid/ Notice Inviting Tender/ Invitation for Bids.

I/We hereby undertake to provide the Plant and Installation Services and undertake to be the single point of contact for HLL Lifecare Ltd for complete Scope of Work and related requirements as per the terms and conditions and as specified in this RFB document.

I/We hereby undertake that except as mentioned in the Form 12 (Alternative, Deviations and Exceptions to the Provisions) hereof, my/our bid is/ deemed to be as per the RFB document and is accordingly submitted to the HLL Lifecare Ltd. In case of a failure to comply and/or variation HLL Lifecare Ltd has the sole discretion not to consider or disqualify my/our Proposal/ bid for the aforementioned RFB and I/We shall be not have any claim of any sort/kind/form on the same.

I/We agree to be bound by our Proposal for the period of validity as specified in and required as per Section 3 of RFB document and it shall remain binding upon us and may be accepted at any time before the expiration of that validity period as may be extended by us.

I/We hereby attach the duly signed and stamped RFB document as an unconditional acceptance and compliance of RFB specifications and terms & conditions as part of the Technical Part of our Bid without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard, except as indicated in Form 12 (Alternative, Deviations and Exceptions to the Provisions) hereof from my/our side.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of Scope of Works and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the Bid/ Proposal and in case of award of the Contract the same shall not be claimed by me/us while award and/or subsequently providing of Plant and Installation Services/ execution of work. The decision of HLL Lifecare Ltd on such issues shall be binding on me/us and the same shall not be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the RFB document along with amendment/corrigendum/ clarification, if any, as confirmed herein

We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, except as indicated in Form 12 (Alternative, Deviations and Exceptions to the Provisions) hereof, is observed in the online Price Part of our Bid, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to HLL Lifecare Ltd

I/We understand that at any stage during the tenure of the Contract if it is found that any statement or document submitted by us is false/forged/invalid, HLL Lifecare Ltd has discretion to terminate the Contract and get the Plant and Installation Services delivered / work done through third party.

I/We hereby affirm that the products and/or Plant and Installation Services offered by us against this RFB are in compliance to the latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, & MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 as issued and amended from time to time and will remain complied to the same during the duration and execution of this assignment.

I/We also hereby affirm the following:

- a) I/ we are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and am/ are not the subject of legal proceedings for any of the foregoing reasons;
- b) I/ we have not, and our directors and officers have not, been convicted of any criminal offence related to our/ their respective professional conduct or the making of false statements or

misrepresentations as to our/ their qualifications to enter into a procurement contract within a period of two years preceding the commencement of this procurement process, or have not been otherwise disqualified pursuant to debarment proceedings;

- c) I/ we do not have a Conflict of Interest in the procurement in question as specified in the RFB document.
- d) I/ we comply with the code of integrity and other requirements as specified in the RFB document.

Dated the [Insert date of the month] day of [Insert month, year] at [Insert place].

Signature {(of Bidder's authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address} _____

#*{For a joint venture, either all members shall sign or only the authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}*

Form 12**(Appendix to Technical Part of the Bid)****Format of Alternative, Deviations and Exceptions to the Provisions of RFB Document**

NIT/RFB No.: NIT/RFB No.: *HLL/DMRR/UGC-PKG-04/2023-24/09*

Package Name/ Contract Title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

Bidder's Name and Address:

{In case of JV bidder, mention name and address of all the Joint Venture members}

To:

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

Dear Sir/ Madam,

The bidder shall itemize any deviation from the Specifications included in his bid. Each item shall be listed (separate sheets may be used and enclosed with this Attachment) with the following information:

| Sl. No. | Reference clause in the Specifications | Deviation | Cost of withdrawal of the deviation |
|----------------|---|------------------|--|
| | | | |
| | | | |
| | | | |

The above deviations and variations are exhaustive. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment, failing which our bid may be rejected and Bid Security forfeited.

Except for the above deviations and variations, the entire work shall be performed as per your specifications and documents. Further, we agree that any deviations, conditionality or reservation introduced in this Attachment-6 and/or in the Bid form, Price schedules & 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 bid.

Dated the *[Insert date of the month]* day of *[Insert month, year]* at *[Insert place]*.

Signature {(of Bidder’s authorized Bid Signatory (ies))# {In full and initials}}:

- Full name: {insert full name of authorized Bid Signatory }
- Title: {insert title/position of authorized Bid Signatory }
- Name of Bidder (Sole Bidder’s name or Consortium/ JV’s name, if applicable):
- Capacity: {insert the person’s capacity to sign for the Bidder}
- Address: {insert the authorized Bid Signatory’s address}
- Phone/fax: {insert the authorized Bid Signatory’s phone and fax number, if applicable}
- Email: {insert the authorized Bid Signatory’s email address} _____

#{For a joint venture, either all members shall sign or only the authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 13**(Appendix to Technical Part of the Bid)****Format of Work Completion Schedule**

NIT/RFB No.: HLL/DMRR/UGC-PKG-04/2023-24/09

Package Name/ Contract Title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

Bidder's Name and Address: _____)
*{In case of JV bidder, mention name
 and address of all the Joint Venture members}*

To:
 Vice President (ID) HITES South Operations
 HLL Lifecare Limited
 HLL Bhavan
 Golden Jubilee Block, 2nd Floor (HITES office)
 Poojappura. Trivandrum -695012

Dear Sir/ Madam,

We hereby declare that the following Work Completion Schedule shall be followed by us in furnishing and installation of the subject Project for the period commencing from the effective date of Contract to us:

| Sl. No. | Description of Work | Period in months from the effective date of Contract |
|----------------|---|---|
| 1. | Detailed Engineering and drawing submission a) commencement b) completion | |
| 2. | Procurement of equipment/ components & assembly a) commencement b) completion | |

| Sl. No. | Description of Work | Period in months from the effective date of Contract |
|---------|---|--|
| 3. | Type Tests a) commencement b) completion | |
| 4. | Manufacturing a) commencement b) completion | |
| 5. | Shipments & Delivery a) commencement b) completion | |
| 6. | Establishment of site office | |
| 7. | Installation at Site a) commencement b) completion | |
| 8. | Testing & Pre-commissioning a) commencement b) completion | |
| 9. | Trial Operation a) commencement b) completion | |

Notwithstanding the above we reiterate our compliance to the Time for Completion of the Facilities/ Works as per the provisions of the RFB document.

Dated the [Insert date of the month] day of [Insert month, year] at [Insert place].

Signature {(of Bidder’s authorized Bid Signatory (ies))# {In full and initials}}:

Full name: {insert full name of authorized Bid Signatory }
 Title: {insert title/position of authorized Bid Signatory }
 Name of Bidder (Sole Bidder’s name or Consortium/ JV’s name, if applicable):
 Capacity: {insert the person’s capacity to sign for the Bidder}
 Address: {insert the authorized Bid Signatory’s address}
 Phone/fax: {insert the authorized Bid Signatory’s phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address} _____

#{For a joint venture, either all members shall sign or only the authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Note: Bidders to enclose a detailed network covering all the activities to be undertaken for completion of the project indicating key dates for various milestones for each phase constituent-wise.

Form 14**(Appendix to Technical Part of the Bid)****Format of Guarantee Declaration**

NIT/RFB No.: HLL/DMRR/UGC-PKG-04/2023-24/09

Package Name/ Contract Title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District,Maharashtra

Bidder's Name and Address:

*{In case of JV bidder, mention name
and address of all the Joint Venture members }*

To:

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

Dear Sir/ Madam,

We confirm that the plant/ equipment/ goods/ material offered shall have minimum (or maximum, as the case may be) of the performance specified in the RFP document/ Employer's Requirement/ Specification/ Scope of Work. We further guarantee the performance/ efficiency of the plant/ equipment/ goods/ material offered in response to RFP document/ Employer's Requirement/ Specification/ Scope of Work.

Dated the *[Insert date of the month]* day of *[Insert month, year]* at
..... *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials}}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address} _____

#{For a joint venture, either all members shall sign or only the authorised signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 15**(Appendix to Technical Part of the Bid)****Format of Information regarding Ex-employees**

(The information in similar format should be furnished for each partner of joint venture in case of joint venture bid)

NIT/RFB No.: HLL/DMRR/UGC-PKG-04/2023-24/09

Package Name/ Contract Title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

Bidder's Name and Address:

{*In case of JV bidder, mention name and address of the concerned Joint Venture member*}

To:

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

Dear Sir/ Madam,)

(Information regarding Ex-employees of HLL Lifecare Ltd in our Organization)

Dear Sir/ Madam,

We hereby furnish the details of ex-employees of HLL LIFECARE LIMITED who had retired/ resigned at the level of **XXXXXX** (*Define suitable post*) from HLL LIFECARE LIMITED and subsequently have been employed by us:

| Sl. No. | Name of the person with designation in | Date of Retirement/ resignation from | Date of joining and designation in our |
|---------|--|--------------------------------------|--|
| | HLL LIFECARE LIMITED | | |
| | XXXXXX (<i>Name ofXXXXXX</i>) | HLL LIFECARE LIMITED | |

| | | | | |
|------------------|--|---------------------|--|--|
| <i>(Name of</i> | | <i>Organization</i> | | |
| <i>Employer)</i> | | <i>Employer)</i> | | |

-
1.
 2.
 3.
-

Dated the *[Insert date of the month]* day of *[Insert month, year]* at
 *[Insert place]*.

Signature {(of Bidders’s authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory }
 Title: {insert title/position of authorized Bid Signatory }
 Name of Bidder (Sole Bidder’s name or Consortium/ JV’s name, if applicable):
 Capacity: {insert the person’s capacity to sign for the Bidder}
 Address: {insert the authorized Bid Signatory’s address}
 Phone/fax: {insert the authorized Bid Signatory’s phone and fax number, if applicable}
 Email: {insert the authorized Bid Signatory’s email address}_____

#*{For a joint venture, either all members shall sign or only the concerned member and authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}*

Note: .

Form 16**(Appendix to Technical Part of the Bid)****Format for Price Adjustment Data**

NIT/RFB No.: HLL/DMRR/UGC-PKG-04/2023-24/09

Package Name/ Contract Title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

Bidder's Name and Address:

*{In case of JV bidder, mention name
and address of all the Joint Venture members }*

To:

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

Dear Sir/ Madam,

We hereby furnish the details of Price Adjustments:

| Name of Material*** | Price as on 30 days prior to date of bid opening* | Price as on XX days prior to date of shipment* | Variation* |
|---|--|---|-------------------|
| ACSR conductor | | NA** | NA** |
| Power Transformer (aluminium wound) | | NA** | NA** |
| Power Transformer (Copper wound) | | | |
| Distribution Transformer (aluminium wound) | | | |

| | | | |
|--|--|------|------|
| Distribution Transformer (Copper wound) | | | |
| Cables | | NA** | NA** |

*Detailed calculations as per **Appendix-2 of Form 5** to be enclosed

** Not to be filled at the time of bid submission

*** The materials listed are illustrative, a separate row to be created for each material for indicating price adjustment

Dated the *[Insert date of the month]* day of *[Insert month, year]* at *[Insert place]*.

Signature {(of Bidder’s authorized Bid Signatory (ies))# {In full and initials}}:

- Full name: {insert full name of authorized Bid Signatory }
- Title: {insert title/position of authorized Bid Signatory }
- Name of Bidder (Sole Bidder’s name or Consortium/ JV’s name, if applicable):
- Capacity: {insert the person’s capacity to sign for the Bidder }
- Address: {insert the authorized Bid Signatory’s address }
- Phone/fax: {insert the authorized Bid Signatory’s phone and fax number, if applicable }
- Email: {insert the authorized Bid Signatory’s email address} _____

#{For a joint venture, either all members shall sign or only the concerned member and authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 17

(Appendix to Technical Part of the Bid)

NOT APPLICABLE

Format of Option for Initial Advance (either Interest Bearing Initial Advance or No Initial Advance) and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises

NIT/RFB No.:

Package Name/ Contract Title:

Bidder's Name and Address:

{In case of JV bidder, mention name and address of all the Joint Venture members }

To:

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

Dear Sir/ Madam,

I. We have read the provisions in the Bidding Documents regarding the option for advance payment.

Accordingly, we hereby confirm to opt the following:

Interest Bearing Initial Advance

Supply of Plant Portion: Yes* [] No* []

Supply of Installation Services Portion: Yes^ [] No^ []

(*^ tick ONLY ONE of the selected options)

II. We are furnishing the following details of Statutory Registration Numbers and details of Bank for electronic payment.

| | | |
|----|---|---|
| 1. | Name of the Supplier/ Contractor in whose favor payment is to be made | |
| 2. | Address with PIN Code and State | Registered Office: Branch Office: Correspondence Address: |

| | | |
|-----|---|--|
| 3. | Status – Company/others [Declaration of Micro/ Small/ Medium Enterprise under Micro/ Small & Medium Enterprises Development Act 2006, if applicable] | |
| 4. | Permanent Account (PAN) No. | |
| 5. | Goods and Services Tax Registration No.. | |
| 6. | PF Registration No. of the Company | |
| 7. | PF Regional Office covered (with Address) | |
| 8. | Name of Contact Person | |
| 9. | Telephone No(s). Email | Landline(s): Mobile(s): Email ID : |
| 10. | Bank Details for Electronic Payment | Name of the Bank: Address of Branch: Account No.: Type of Account: [] Saving [] Current |
| 11. | 9 digit MICR code printed at bottom in middle, next to cheque no. | |
| 12. | IFSC (for RTGS)/NEFT Code (<i>to be obtained from the Bank</i>) <i>Sample Cancelled Cheque to be enclosed</i> | |

We hereby declare that the above information is true and correct and we agree that the payment on account of this Contract, in the event of award, be made in the above account maintained in the above mentioned Bank.

Dated the [Insert date of the month] day of [Insert month, year] at [Insert place].

Signature {(of Bidders's authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address} _____

Form 18**(Appendix to Technical Part of the Bid)****FORMAT of Declaration for tax exemptions, reductions, allowances or benefits)**

NIT/RFB No.: HLL/DMRR/UGC-PKG-04/2023-24/09

Package Name/ Contract Title Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

Bidder's Name and Address:

*{In case of JV bidder, mention name
and address of all the Joint Venture members }*

To:

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

Dear Sir / Madam,

1. We confirm that we are solely responsible for obtaining following tax exemptions, reductions, allowances or benefits in respect of supplies under the subject Package/ Project, in case of award. We further confirm that we have considered the same in our bid thereby passing on the benefit to the Vice President (ID), HITES South Operations, HLL LIFECARE LIMITED while quoting our prices. In case of our failure to receive such benefits, partly or fully, for any reason whatsoever, the Employer will not compensate us.
2. We are furnishing the following information required by the Employer for issue of requisite certificate if and as permitted in terms of the applicable Govt. of India policies/procedures (in case of award):

| Applicable Act, Notification No. and Clause Ref. No. | Sl. No. | Description of item on which applicable | Country of origin | Remarks, if any |
|--|---------|---|-------------------|-----------------|
| | | | | |
| | | | | |
| | | | | |

(The requirements listed above are as per current Notification of Govt. of India indicated above. These may be modified, if necessary, in terms of the Notifications.)

Dated the [Insert date of the month] day of [Insert month, year] at [Insert place].

Signature {(of Bidders's authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address}_____

Form 19**(Appendix to Technical Part of the Bid)****Format of Bank Guarantee verification Check list**

NIT/RFB No.: HLL/DMRR/UGC-PKG-04/2023-24/09

Package Name/ Contract Title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

Bidder's Name and Address:

{In case of JV bidder, mention name and address of all the Joint Venture members}

To:

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

(Bank Guarantee verification Check list)

Dear Sir/ Madam

We have ensured compliance to the following checklist in submission of Bank Guarantee :

| S. No. | Checklist | Yes | No |
|---------------|--|------------|-----------|
| 1 | Does the bank guarantee compare verbatim with standard proforma for BG? | | |
| 2(a) | Has the executing Officer of BG indicated his name designation & Power of Attorney No. / Signing power Number etc. on BG? | | |
| 2(b) | Is each page of BG duly Signed/ initialed by the executants and last page is signed with full particulars as required in the standard proforma of BG and under the seal of the bank? | | |

| | | | |
|------|--|--|--|
| 2(c) | Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager? | | |
| 3(a) | Is the BG on non-judicial stamp paper of appropriate value? | | |
| 3(b) | Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than Six months prior to the date of execution of BG? | | |
| 4(a) | Are the factual details such as Bid specification No., LOA No. contract price, etc, correct? | | |
| 4(b) | Whether Overwriting /cutting, if any on the BG, authenticated under signature & seal of executants? | | |
| 5 | Is the amount and validity of BG is in line with contract provisions? | | |
| 6 | Whether the BG has been issued by a Nationalized bank / Non-Nationalized Bank acceptable to Buyer /Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents)? | | |

Dated the [Insert date of the month] day of [Insert month, year] at [Insert place].

Signature {(of Bidder's authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address}_____

(Common Seal).....

Appendix to Technical Part

Attachment-4A: List of Special Maintenance Tools & Tackles included in bid price

Project: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

(List of Special Maintenance Tools & Tackles)

Bidder's Name and Address:

To:
 Vice President (ID) HITES South Operations
 HLL Lifecare Limited
 HLL Bhavan
 Golden Jubilee Block, 2nd Floor (HITES office)
 Poojappura. Trivandrum -695012

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject project. The prices for these tools & tackles are included in our lump sum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

| S.No. | For Equipment | Item Description | Unit | Quantity |
|-------|---------------|------------------|------|----------|
| | | | | |
| | | | | |
| | | | | |

Notwithstanding what is stated above, we further confirm that any additional special maintenance tools and tackles, required for the equipment under this project shall be furnished by us at no extra cost to the employer.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Appendix to Technical Part

Attachment-4B: List of Special Maintenance Tools & Tackles not included in bid price

Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District,Maharashtra

(List of Special Maintenance Tools & Tackles)

Bidder's Name and Address:

To:
Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject Project. The prices for these tools & tackles which are to be taken back after the completion of the work by us are not included in our lump sum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

- a)
- (b)

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Form 20**(Appendix to Technical Part of the Bid)****Format of Additional Information**

NIT/RFB No.: HLL/DMRR/UGC-PKG-04/2023-24/09

Package Name/ Contract Title: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on Turnkeybasis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

Page _____ of _____ pages

Bidder's Name and Address:

*{In case of JV bidder, mention name
and address of all the Joint Venture members }*

To:

Vice President (ID) HITES South Operations
HLL Lifecare Limited
HLL Bhavan
Golden Jubilee Block, 2nd Floor (HITES office)
Poojappura. Trivandrum -695012

(Additional Information)

Dear Sir/ Madam,

In support of the additional information required as per the Bidding Documents, we furnish herewith our data/details/documents etc., along-with other information, as follows (the stipulations have been reproduced in italics for ready reference):

1.0 The Bidder shall furnish

A certificate from their Banker(s) (as per prescribed formats in Form 16, Part -3, Section-8: Contract Forms) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders' Bankers. [Reference Part -1, Section 2]

- 1.1 In accordance with 1.0, certificate(s) from banker as per requisite format, indicating various fund based/non fund based limits sanctioned to the bidder or each member of the joint venture and the extent of utilization as on date is/are enclosed, as per the following details:

| | |
|---|--|
| Name of the Bidder/partner of Joint Venture | |
| Name of the Banker by whom certificate issued | |
| Date of certificate (should not be earlier than 3 months prior to date of bid opening) | |
| Whether fund based/non fund based limits are indicated in the certificate | |
| Whether extent of utilization is indicated in the certificate | |

- 1.2 *The Bidder should accordingly also provide the following information/documents (In case of JV bidders, information should be provided separately for all the Partners of JV in the given format):*

- (i) Details of Banker:

| | |
|------------------------|-------------------------|
| Name of Banker | |
| Address of Banker | _____ _____ _____ |
| Telephone No. | _____ |
| Contact Name and Title | _____ |
| Fax No. | _____ |

| | |
|-----------|-------|
| E-mail ID | _____ |
|-----------|-------|

(ii) As per para 1.0, Authorization Letter(s) from the bidder (in case of JV bidder, from all the partners) addressed to the Banker(s), authorizing Chief Engineer (Special Projects Department), HLL LIFECARE LIMITED to seek queries about the bidder with the Banker(s) and advising the Banker(s) to reply the same promptly, is/are enclosed as per following details:

| Sl. No. | Letter Ref. | Date | Addressed to (name of the Bank) |
|---------|-------------|------|------------------------------------|
| | | | |
| | | | |

2.0 OTHER INFORMATION

2.1 Current Contract Commitments of works in progress

Bidders (individual firms or each partners of JV) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Details of Contract | Value of outstanding work (Rs.) | Estimated completion date |
|---------------------|---------------------------------|---------------------------|
| | | |
| | | |
| | | |

2.2 Financial Data :

(In Rs. Millions)

| | Actual (previous five years) | | | | | Projection for next five years | | | | |
|------------------------|---------------------------------|--|--|--|--|-----------------------------------|--|--|--|--|
| | | | | | | | | | | |
| 1. Total Assets | | | | | | | | | | |
| 2. Current Assets | | | | | | | | | | |
| 3. Total Liability | | | | | | | | | | |
| 4. Current Liability | | | | | | | | | | |
| 5. Profit before taxes | | | | | | | | | | |

| | | | | | | | | | | |
|-----------------------|--|--|--|--|--|--|--|--|--|--|
| 6. Profit after taxes | | | | | | | | | | |
|-----------------------|--|--|--|--|--|--|--|--|--|--|

- 3. The information/documentation in support of Bidder’s design infrastructure and erection facilities and capacity and procedures including quality control related to the work, are enclosed at [.....] herewith.
- 4. The CV and experience details of a project manager with 15 years experience in executing such contract of comparable nature including not less than five years as manager and the CVs of other employees to be deputed for the subject work, are enclosed at [.....] herewith.

Dated the *[Insert date of the month]* day of *[Insert month, year]* at *[Insert place]*.

Signature {(of Bidder’s authorized Bid Signatory (ies))# {In full and initials}}:

Full name: {insert full name of authorized Bid Signatory }
 Title: {insert title/position of authorized Bid Signatory }
 Name of Bidder (Sole Bidder’s name or Consortium/ JV’s name, if applicable):
 Capacity: {insert the person’s capacity to sign for the Bidder}
 Address: {insert the authorized Bid Signatory’s address}
 Phone/fax: {insert the authorized Bid Signatory’s phone and fax number, if applicable}
 Email: {insert the authorized Bid Signatory’s email address} _____
 (Common Seal).....

Form 21**(Appendix to Technical Part of the Bid)****Format of Integrity Pact****INTEGRITY PACT****PRE-CONTRACT INTEGRITY PACT****INTEGRITY PACT**

All tenderers are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.

HLL Lifecare Limited.

Division :

Tender No:

INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____

Between

HLL Lifecare Ltd. (CIN: U25193KL1966GOI002621) a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HLL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____ with office atrepresented by Shri _____ , Designation..... (hereinafter called the "TENDERER/Seller"/Contractor/Agent which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Both HLL and TENDERER referred above are jointly referred to as the Parties.

Preamble

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Tenderer/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

2. Enable the TENDERER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HLL

1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 HLL will, during the tender process / pre-contract stage, treat all TENDERERS with equity and reason, and will provide to all TENDERERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other TENDERERS in relation to tendering process or during the contract execution.

1.3 All the officials of HLL will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective tenderer.

1.5 If the TENDERER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of TENDERERS/ CONTRACTORS

2. The TENDERER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The TENDERER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

2.3 The TENDERER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.

2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.

2.6 TENDERER shall disclose the name and address of agents and representatives and Indian TENDERERS shall disclose their foreign principals or associates.

2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.

2.8 TENDERERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.9 The TENDERER further confirms and declares to HLL that the TENDERER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the TENDERER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The TENDERER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.11 The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.12 The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.13 If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.

2.15 The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Tenderers, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The TENDERER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Tenderer(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The TENDERER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Tenderer(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Tenderer(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

2.19 The Tenderer(s) shall not approach the courts while representing the matters to IEM and the Tenderer(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1 The TENDERER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify TENDERER's exclusion from the tender process

3.2 The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If TENDERER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the TENDERER from the tender process.

Clause.4. Equal treatment of all Tenderers / Contractors / Subcontractors

4.1 The Tenderer(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 HLL will enter into agreements with identical conditions as this one with all Tenderers and Contractors.

4.3 HLL will disqualify from the tender process all tenderers who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle HLL to take all or any one of the following action, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the

TENDERER. However, the proceedings with the other TENDERER(s) would continue.

ii. If TENDERER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.

iv. To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.

v. To recover all sums already paid by HLL, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the TENDERER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the TENDERER, in order to recover the payments already made by HLL, along with interest.

vii. To cancel all or any other contract with the TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.

viii. To debar the TENDERER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.

ix. To recover all sums paid in violation of this Pact by TENDERER(s) to any middleman or agent or broker with a view to securing the contract.

x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the TENDERER, the same shall not be opened.

xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The TENDERER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the TENDERER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

7.1 HLL has appointed Sh. Ashok Kumar Mangotra, IAS (Retd.) as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Mr Ashok Kumar Mangotra, IAS (Retd.)
Independent External Monitor (IEM)
Office: HLL Lifecare Limited, HLL Bhavan,
Poojappura, Thiruvananthapuram 695 012, Kerala
Email: iemhll@lifecarehll.com

7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.

7.6 The TENDERER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the TENDERER. The TENDERER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the TENDERER. The IEM(s) shall be under contractual obligation to treat the information and documents of the TENDERER/ Subcontractor(s) with confidentiality.

7.7 HLL will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.

7.8 The IEM(s) will submit a written report to the CEO/CMD of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/TENDERER and, should consent arise, submit proposals for correcting problematic situations.

Clause.8.Criminal charges against violating Tenderer(s)/ Contractor(s)/ Subcontractor(s)

If HLL obtains knowledge of conduct of a Tenderer, Contractor or Subcontractor, or of an employee or a representative or an associate of a Tenderer, Contractor or Subcontractor which constitutes

corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the TENDERER and the TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful tenderer 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the TENDERER /Seller, including warranty period, whichever is later, and for all other Tenderers/unsuccesful tenderers 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

Clause. 13. Other provisions

13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Lifecare Ltd.

Tenderer

Witness Witness

1.....

2.....

1.....

2.....,

Form " F-1"

FORM FOR BIDDER'S BIDDING CAPACITY

Name of the Firm/Bidder :-

Name of Work:-

RFB no. HLL/DMRR/UGC-PKG-04/2023-24/09 dated 02.02.2024

The Bidding capacity of the bidder should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity (Rs.)} = \{ [A \times N \times 1.5] - B \}$$

(Calculation sheet of working out Bidding capacity shall be attached) Where,

A= Maximum turnover (as per Form T-1) in construction works executed in any one year during the last five years taking into account the completed as well as works in progress. The maximum turnover shall be brought to current costing level i.e. upto to previous day of last date of submission for bids by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bid has been invited. (Details to be attached, signed & sealed by CA in 'Form F1-A')

Calculation

Maximum turnover in last five years = Rs..... (Year..)

Updated value of turnover (A) = Rs.....

Value of existing commitments and ongoing works (B) = Rs.....

No. of years (N) =

Bidding Capacity= $\{ [A \times N \times 1.5] - B \}$ =

Bidding Capacity (Rs.).....

Signature of Chartered Account with Seal

Signature of Bidder(s)

Form F-1A**Bidding capacity**

Value of existing commitments and ongoing works to be completed during the period of completion of work for which bid has been invited. (B)

| SI No. | Name of work/Project and location | Client / owner | Contract Value (Rs Cr) | Date of commencement as per contract | Stipulated date of completion | Upto date percentage progress of work | Remaining work in percentage (100- column 7) | Existing commitment Column 4 x Column 8 /100 | Name and address/ telephone number of officer to whom reference may be made | Remarks |
|---------------|--|-----------------------|-------------------------------|---|--------------------------------------|--|---|---|--|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |

Signature of Chartered Account with Seal

Signature of Bidder(s)

FORM-J

FORMAT FOR UNDERSTANDING THE PROJECT SITE

(on Bidder Letter Head)

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the Location and conditions etc.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect has been considered in the Quoted cost of the project as per BOQ.

1. Name of Bidder Representative with Designation visited the site: -

2. Name of Bidder/Firm:-.....

3. Tender to be participated by Bidder:-

4. Name of Site visited with dates: -

a) _____ on _____

b) _____ on _____

Please add on as required

(Name with designation)

Representative of the Agency/Firm

Countersigned

Representative of HLL

Note: Technical Bids without Proof of Site Visit will be summarily rejected.

Section - 5 : Bidding Forms - Financial Part of the Bid

INSTRUCTIONS TO BIDDERS: The bidder must fill and submit the price schedules online as specified in BDS.

The financial package (**PART 4 –FINANCIAL BID**) should be submitted **ONLINE** only in the format uploaded along with the tender. Physical submission of financial bid will not be accepted and e- tender shall be rejected in such case.

| PRICE SCHEDULE | | | | | | | | | | |
|--|---|--|--|--------------------------------|---|---|----------------------------|--------------------------------------|--|--------------------------------|
| CONVERSION OF EXISTING OVERHEAD POWER DISTRIBUTION NETWORK WITH UNDERGROUND POWER CABLE NETWORK UNDER 'KONKAN DISASTER MITIGATION PROJECT' ON "TURNKEY" BASIS IN AT MAHAD SUB DIVISION & POLADPUR SUB DIVISION UNDER PEN CIRCLE, RAIGAD DISTRICT AND AT ACHARA SUBDIVISION UNDER KANKAVALI DIVISION OF SINHDURG CIRCLE, SINHDURG DISTRICT, MAHARASHTRA | | | | | | | | | | |
| RFB No. HLL/DMRR/UGC-PKG-04/2023-24/09 | | | | | | | | | | |
| Summary of Cost | | | | | | | | | | |
| Name of the Bidder : | | | | | | | | | | |
| Slno | Description | Estimated Cost of BoQ exclusive of GST (INR) | | | Percentage quoted by the bidder above/ below/ at par of Estimated cost of BOQ | | | Quoted Amount exclusive of GST (INR) | | |
| | | Supply Amount [I] | Installation & Commissioning (Erection) Cost [II] | Total Amount [I]+[II]=[III] | Above/ Below/At Par | % in figure (without +/- sign) | % in Words | Supply Amount [I] | Installation & Commissioning (Erection) Cost [II] | Total Amount [I]+[II]=[III] |
| [1] | [2] | [3] | [4] | [5] | [6] | [7] | [8] | [9] | [10] | [11] |
| A | Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on "Turnkey" basis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhadurg Circle, Sindhadurg District, Maharashtra | ₹ 88,28,18,539.00 | ₹ 11,94,45,681.00 | ₹ 1,00,22,64,220.00 | At Par | 0.00% | Zero Rupees and Zero Paise | 88,28,18,539.00 | 11,94,45,681.00 | 1,00,22,64,220.00 |

Employer’s Estimate:

| RFB No.HLL/DMRR/UGC-PKG-04/2023-24/09 | | | | | | | | | | | | |
|---|--------------------------|---|------|----------------|-------------------|-----------------|------------------|---------------------------------|------------------------|--|------------------------|---------------------------------|
| Name of the work: Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on “Turnkey” basis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, Sindhudurg District, Maharashtra | | | | | | | | | | | | |
| BILL OF QUANTITIES | | | | | | | | | | | | |
| Sr. No | Activity Number | Description of Activity | Unit | Mahad Quantity | Poladpur Quantity | Achara Quantity | Total Qty PKG-04 | Part 1: Supply Cost of Material | | Part 2: Installation & Commissioning (Erection) Cost | | Total for Supply & Installation |
| | | | | | | | | Unit Rate (Rs.) | Total Cost (Rs.) | Unit Rate (Rs.) | Total Cost (Rs.) | |
| 1 | Activity 5502 | Conversion of 22 KV Overhead line by 3 C, 300 Sqmm XLPE under ground Cable | Km | 18.0 | 4.25 | | 22.25 | 53,48,079.65 | 11,89,94,772.23 | 7,23,603.30 | 1,61,00,173.50 | 13,50,94,945.74 |
| 2 | Activity 6731 New | River crossing of 22 kv HT Line with narrow base Towers | No.s | 14.0 | 10 | | 24.00 | 17,78,915.43 | 4,26,93,970.40 | 2,40,689.96 | 57,76,559.07 | 4,84,70,529.47 |
| 3 | Activity 5519 | Replacement of RSJ pole 152 X 152, 13 Mt (For Increasing Height) | No.s | 48.0 | 55 | | 103.00 | 48,168.17 | 49,61,321.66 | 6,517.23 | 6,71,274.36 | 56,32,596.02 |
| 4 | Activity 501 New | Increasing Height of existing Switching Station above flood level | No.s | 1.0 | 1 | | 2.00 | 1,46,02,908.43 | 2,92,05,816.85 | 19,75,795.70 | 39,51,591.40 | 3,31,57,408.25 |
| 5 | Activity 813 | Cost Data for laying of 1 Km 22 KV 3 C 300 Sqmm XLPE under ground Cable | Km | 12.8 | | | 12.76 | 52,33,857.30 | 6,67,59,943.43 | 7,08,148.85 | 90,32,721.79 | 7,57,92,665.23 |
| 6 | Activity 6204 | Ring Main Unit (SF - 6) (3 Isolators + 2 Breaker) 22 kV | No.s | 2.0 | | | 2.00 | 10,04,509.00 | 20,09,017.99 | 1,35,911.59 | 2,71,823.19 | 22,80,841.18 |
| 7 | Activity 6730 | DP structure & reinstallation of existing 22/0.4 or 11/0.4 kV Distribution transformer on RSJ pole 100 X 116, 9 mtr with Kit Kat DB | No.s | 102.0 | | | 102.00 | 1,56,217.44 | 1,59,34,178.61 | 21,136.46 | 21,55,918.58 | 1,80,90,097.19 |
| 8 | Activity 6724 | 22 kV A.B. Switch with RSJ pole 110 X 116, 9 mtr DP with allied fabrications. | No.s | 10.0 | | | 10.00 | 80,044.86 | 8,00,448.59 | 10,830.19 | 1,08,301.91 | 9,08,750.50 |
| 9 | Activity 806 | Cost data for 22 KV Single circuit Pin type with 100sq.mm AAAC lines on 152x152 mm 11 mtr RSJ poles | Km | 45.0 | | | 45.00 | 10,58,646.27 | 4,76,39,082.13 | 1,43,236.45 | 64,45,640.20 | 5,40,84,722.33 |
| 10 | Activity 5510 | Conversion of Overhead LT Line to underground by 3.5 C, 300 sqmm XLPE cable | Km | | 11 | | 11.00 | 24,08,700.85 | 2,64,95,709.34 | 3,25,900.89 | 35,84,909.74 | 3,00,80,619.07 |
| 11 | Activity 5519 | STLT Conversion of overhead LT Line to underground 2 C x 16 sqmm cable | Km | | 12.111 | | 12.11 | 2,48,935.71 | 30,14,860.37 | 33,681.38 | 4,07,915.19 | 34,22,775.55 |
| 12 | Activity 5501NE W | 33 KV 3 core X 300 sqmm XLPE Underground Cable (Double Run) | Km | | | 24.00 | 24.00 | 59,75,306.54 | 14,34,07,356.98 | 8,08,468.05 | 1,94,03,233.32 | 16,28,10,590.30 |
| 13 | Activity 5507NE W | 11 KV 3 core X 185 sqmm XLPE Underground Cable(Double Run) | Km | | | 68.00 | 68.00 | 32,65,633.89 | 22,20,63,104.44 | 4,41,845.23 | 3,00,45,475.47 | 25,21,08,579.92 |
| 14 | Activity 5105 | 33 KV Heat shrink Indoor termination joint (AI) kit for XLPE 3 C X 300 sqmm | No | | | 15.00 | 15.00 | 17,864.92 | 2,67,973.83 | 2,417.15 | 36,257.27 | 3,04,231.10 |
| 15 | Activity 33KV RMU | 33 KV Ring Main Unit | No | | | 5.00 | 5.00 | 10,04,509.00 | 50,22,545.01 | 1,35,911.59 | 6,79,557.97 | 57,02,102.98 |
| 16 | Activity 5326NE W | 11 kv heat shrinkable Indoor termination joint kit for 3 C X 185 sqmm | No | | | 315.00 | 315.00 | 2,880.52 | 9,07,363.44 | 389.74 | 1,22,767.65 | 10,30,131.09 |
| 17 | Activity 6202 | 11 KV Ring Main Unit | No | | | 17.00 | 17.00 | 6,32,588.42 | 1,07,54,003.19 | 85,590.17 | 14,55,032.97 | 1,22,09,036.16 |
| 18 | Activity 1412NE W | LT 3.5C 120 sqmm XLPE Underground Cable(Double Run) | Km | | | 24.10 | 24.10 | 11,62,633.63 | 2,80,19,470.50 | 1,57,306.10 | 37,91,076.94 | 3,18,10,547.44 |
| 19 | Activity 1413 NEW | LT 3.5C 70 sqmm XLPE Underground Cable(Double Run) | Km | | | 21.50 | 21.50 | 7,46,940.35 | 1,60,59,217.53 | 1,01,062.16 | 21,72,836.54 | 1,82,32,054.07 |
| 20 | Activity 2002 | L.T. Feeder Pillar 4 Way | No | | | 132.00 | 132.00 | 39,597.01 | 52,26,805.79 | 5,357.54 | 7,07,194.77 | 59,34,000.56 |
| 21 | Activity 2003 | L.T. Mini Feeder Pillar | No | | | 124.00 | 124.00 | 19,472.01 | 24,14,529.28 | 2,634.59 | 3,26,689.48 | 27,41,218.76 |
| 22 | Activity 1418 | L.T. XLPE Armoured cable 4core 16sq.mm. (single Run) | Km | | | 25.20 | 25.20 | 1,60,952.42 | 40,56,322.97 | 21,777.11 | 5,48,826.66 | 46,05,149.63 |
| 23 | Activity 1416 | L.T. 2 Core Cable 4 sqmm Armoured (single Run) | Km | | | 35.00 | 35.00 | 1,68,956.31 | 59,13,470.77 | 22,860.05 | 8,00,101.58 | 67,13,572.35 |
| 24 | Activity SC BX-4 | SERVICE CONNECTION BOX-4-CONNECTION | No | | | 162.00 | 162.00 | 9,654.94 | 15,64,099.99 | 1,306.33 | 2,11,625.11 | 17,75,725.09 |
| 25 | Activity SC BX-2 | SERVICE CONNECTION BOX-2-CONNECTION | No | | | 53.00 | 53.00 | 8,151.39 | 4,32,023.51 | 1,102.90 | 58,453.44 | 4,90,476.95 |
| 26 | Activity 2002 | Supply, Erection, Testing & Commissioning of LT 4--WAY Feeder Pillars | Nos | | | 92 | 92.00 | 39,597.01 | 36,42,924.81 | 5,357.54 | 4,92,893.26 | 41,35,818.07 |
| 27 | Activity 2003 | Supply, Erection, Testing & Commissioning of LT mini Feeder Pillars | Nos | | | 234 | 234.00 | 19,472.01 | 45,56,449.31 | 2,634.59 | 6,16,494.52 | 51,72,943.82 |
| 28 | Activity Add-A | Supply, Erection, Testing & Commissioning of 9 way Service conn. Boxes | Nos | | | 137 | 137.00 | 8,836.48 | 12,10,598.22 | 1,195.59 | 1,63,795.78 | 13,74,394.00 |
| 29 | Activity Add-B | Supply, Erection, Testing & Commissioning of 16 way Service conn. Boxes | Nos | | | 130 | 130.00 | 13,626.45 | 17,71,438.87 | 1,843.68 | 2,39,678.37 | 20,11,117.24 |
| 30 | Activity 6731 New | Ring Main Unit (SF - 6) (3 Isolators + 2 Breaker) 22 kV | No.s | | | 10 | 10.00 | 10,04,509.00 | 1,00,45,089.97 | 1,35,911.59 | 13,59,115.94 | 1,14,04,205.90 |
| 31 | Activity 5904 New | Pole mounted Distribution Transformer Sub-station 315 KVA, 22/0.433 kv. | No.s | | | 2 | 2.00 | 9,72,962.70 | 19,45,925.41 | 1,31,643.33 | 2,63,286.66 | 22,09,212.07 |
| Subtotal A | | | | | | | | 1969.92 | 82,77,89,835.42 | | 11,20,01,222.62 | 93,97,91,058.04 |
| 32 | Activity 501 New (Civil) | Civil Cost for increasing height of switching station | No.s | 1 | 1 | | 2.00 | 2,62,00,916.97 | 5,24,01,833.94 | 35,45,023.88 | 70,90,047.76 | 5,94,91,881.70 |
| 33 | Activity 6204 (Civil) | Foundation for RMU | No.s | 2 | 10 | | 12.00 | 26,385.92 | 3,16,631.05 | 3,570.06 | 42,840.66 | 3,59,471.72 |
| Subtotal B | | | | | | | 14.00 | 5,27,18,464.99 | 71,32,888.42 | 5,98,51,353.42 | | |
| 34 | | Dismantling of OH LT line | Km | 0 | 11 | | 11.00 | 14,738.37 | 1,62,122.04 | 1,987.69 | 21,864.59 | 1,83,986.63 |
| 35 | | Dismantling of OH HT line | Km | 18 | 4.25 | 123.50 | 145.75 | 14,738.37 | 21,48,117.08 | 1,987.69 | 2,89,705.82 | 24,37,822.89 |
| Subtotal C | | | | | | | 156.75 | 23,10,239.12 | 3,11,570.41 | 26,21,809.53 | | |
| TOTAL (A+B+C) | | | | | | | | 88,28,18,539.5 | 11,94,45,681.5 | 1,00,22,64,220.98 | | |

Note: The tentative Value of RI charges is 179.48 Lakhs