M/s. UM POWER LIMITED
1 x 250MW COAL BASED THERMAL POWER PLANT

UM POWER LIMITED
COAL BASED AURAIYA THERMAL POWER PLANT
(1X250 MW)
BID DOCUMENTS
FOR
DESIGN, ENGINEERING, MANUFACTURE, ASSEMBLY, TESTING AT MANUFACTURER/SUB VENDOR’S WORKS, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF COMPLETE COAL BASED THERMAL POWER PLANT INCLUDING ALL MECHANICAL, ELECTRICAL, CIVIL / STRUCTURAL/ ARCHITECTURAL, CONTROL & INSTRUMENTATION WORKS etc., FOR THE ESTABLISHMENT OF 1 X 250 MW AT DIBIYAPUR, AURAIYA DISTRICT, UTTAR PRADESH UNDER SINGLE EPC BASIS

BID SPECIFICATION NO:   UMPL/Thermal Power Plant/CC&M/ Tender/EPC Package (BTG)/04

INTERNATIONAL COMPETITIVE BIDDING

VOLUME- I
COMMERCIAL & GENERAL

UM Power Ltd
Head Office:"UM House"
Plot No.35P, Sector-44
Gurgaon-122002,
Haryana,
India

Phone no:  0124 4326444
Fax    : 0124 4326500
UM POWER LIMITED
"UM House", Plot No.35P, Sector-44
Gurgaon-122002, Haryana, India

BID SPECIFICATION NO:   UMPL/Thermal Power Plant/CC&M/ Tender/EPC Package (BTG)/04

Scope of work : Design, Engineering, Manufacture, Assembly, Testing at Manufacturer/sub vendor’s works supply, installation, Testing and Commissioning of complete Coal Based Auraiya Thermal Power Plant including all Mechanical, Electrical, Civil/ Structural/ Architectural, Control & Instrumentation works etc., for the establishment of 1 X 250 MW at Dibiyapur, Auraiya District, Uttar Pradesh Under Single EPC Basis

This bid document containing Volume - I and Volume II along with Annexures, Schedules, Drawings etc. as per Index is issued to :-

M/s.-----------------------------------
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NOTES:
1. This bid document is not transferable.

2. Though enough care has been taken while issuing the bid documents, the bidder should satisfy himself that documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received by this office from any bidder within 7 days from the date of issue of bid documents to him, then this office shall consider that the bid documents complete in all respects have been received by the bidder.

S/d
Place:                     UM Power Ltd
Date :
INVITATION FOR BID

(International Competitive Bidding)

1.0 Bids are invited by Deputy Manager, CC&M, UM Power Ltd, "UM House", Plot No.35P, Sector-44 Gurgaon-122002, Haryana, India for Coal based Auraiya Thermal Power Plant (1x250 MW) of UMPL, at Dibiyapur, Auraiya District, Uttar Pradesh.

<table>
<thead>
<tr>
<th></th>
<th>a) Name of the work</th>
<th>Design, Engineering, Manufacture, Assembly, Testing at Manufacturer/sub vendor’s works supply, installation, Testing and Commissioning of complete Coal Based Auraiya Thermal Power Plant including all Mechanical, Electrical, Civil/ Structural/ Architectural, Control &amp; Instrumentation works etc., for the establishment of 1 X 250 MW at Dibiyapur, Auraiya District, Uttar Pradesh, India Under Single EPC Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>b) Place of work/ District/ State</td>
<td>Dibiyapur, Auraiya District, Uttar Pradesh, India</td>
</tr>
<tr>
<td>2)</td>
<td>Specification No.</td>
<td>BID SPECIFICATION NO: UMPL/Thermal Power Plant/CC&amp;M/ Tender/EPC Package (BTG) /04</td>
</tr>
<tr>
<td>3)</td>
<td>EMD</td>
<td>EMD in the form of &quot;Corporate Guarantee&quot; equivalent to 1% of the Quoted Contract Price</td>
</tr>
<tr>
<td>4)</td>
<td>Date of commencement for sale of tender specification</td>
<td>On 06.02.2012 at 11.00 hrs.</td>
</tr>
<tr>
<td>5)</td>
<td>Date and time of closing the sale of tender</td>
<td>On 10.02.2012 at 16.00 hrs.</td>
</tr>
<tr>
<td>6)</td>
<td>Place of Sale of Tender specification</td>
<td>UM Power Limited Head Office:&quot;UM House&quot; Plot No.35P, Sector-44 Gurgaon-122002, Haryana, India</td>
</tr>
<tr>
<td>7)</td>
<td>Cost of Tender Specification (Non-Refundable)</td>
<td>Rs.5,00,000 /- (Rupees Five lakhs only) Or US $ 10,000 (US $Ten Thousand only)</td>
</tr>
</tbody>
</table>
2.0 **BID QUALIFICATION REQUIREMENTS (BQR)**

This bid is open for participation to those bidders who satisfy the following requirements:

2.1 The bidder should meet Qualifying Requirements stipulated hereunder:

a) The bidder or his Collaborator / Licensor / Associate either independently or jointly should have designed, engineered, manufactured (or) got manufactured, erected (or) supervised erection and commissioned (or) supervised commissioning at least one (1) number of pulverized coal fired steam generator having rated capacity of 250 MW or above which is in successful operation for a period of not less than One (1) year as on the date of bid opening.

OR

b) The bidder or his Collaborator / Licensor / Associate either independently or jointly should have designed, engineered, manufactured (or) got manufactured, erected (or) supervised erection and commissioned (or) supervised commissioning at least one (1) number of Steam Turbine and Generator set of 250 MW or above which is in successful operation for a period of not less than One (1) year as on the date of bid opening. In case the Steam Turbine manufacturer does not manufacture Generator of 250 MW capacity or higher, he may source the Generator from a Generator manufacturer who has designed, engineered, manufactured (or) got manufactured, erected (or) supervised erection and commissioned (or) supervised commissioning at least one (1) number of Generator set of 250 MW capacity or above which is in successful operation for a period of not less than One (1) year as on the date of bid opening.

OR

c) The Bidder shall be a regular turnkey management and contracting organization who has executed installation of coal fired thermal power plants on EPC basis of 150 MW capacity or above which is in successful operation on the date of bid opening. The Bidder shall submit a copy of the agreement with the supplier along with Bid Documents.

OR

 d) If the bidder is not a manufacture of Boiler, Turbine, Generator (BTG) sets, he shall source or arrange directly or indirectly the BTG sets and Balance of Plant (BOP) packages (or) bidder should have executed only Balance of Plant (BOP) packages from the reputed manufactures who have supplied at least 2nos. of respective packages / items for minimum 250 MW capacity or above, which should be in operation for at least for a period of Two (2) years at the time of bid submission.
e) Bidder may quote as a Consortium of not more than three members. In such case, the consortium members should individually or collectively fulfill the requirements of sub-clause 2.1 (a) or (b) or (c) or (d) above and the members of the consortium shall along with the bid, furnish an agreement jointly executed by them for successful performance of the thermal power plant, under this contract including Steam Turbine Generator, Steam Generators and associated auxiliary equipment. The various members of the consortium shall be jointly and severally liable to the Owner including the performance guarantees. The consortium leader who is the bidder will be solely responsible to the owner to fulfill all the contractual obligations in this contract. The Bidder shall submit a copy of the agreement with the suppliers along with Bid Documents.

2.2 The intending bidders shall furnish documentary evidences/ performance certificates in support of the above bid qualification requirements along with the completed bid documents. The certificate furnished by the bidder shall be issued by the owners of the plant. The Owner reserves the right to verify any information/ documents furnished by the bidders should the circumstances so warrant.

To establish the financial capacity for performance of the contractual obligation, the bidder shall furnish documentary proof of having a minimum annual turnover of Indian Rs.600 crore or equivalent in any one of the preceding 3 years. The Net Worth of the Bidder as on the last day of the preceding financial year as on the date of bid opening shall not be less than INR 125 crore or equivalent foreign currency.

Foreign bidders shall furnish the BQR evidences by duly getting attested relevant documents from the respective consulate general office in India.

2.3 Bidder shall furnish his audited annual report for the preceding three (3) years.

2.4 STEAM GENERATOR SUPPLIERS

The qualification requirements for the supplier is as listed below:

2.4.1 The Steam Generator manufacturer should have designed, manufactured, supplied, erected, tested and commissioned at least one (1) Steam Generator of unit capacity of 250 MW and type offered in thermal power plant which is in satisfactory commercial operation for a period of not less than One (1) year as on the date of bid opening.

2.4.2 In case of Steam Generator manufacturer not fulfilling criteria in 2.4.1 above and is a licensee, he shall meet the following requirements:

a) shall have successfully manufactured, supplied, erected, tested and commissioned at least one similar Steam Generator of the size, type offered which is in satisfactory commercial operation for a period of not less than One (1) year at the time of bid submission.
b) Have a licensing agreement or a long term design and manufacturing collaboration agreement having a validity of at least five years from the date of Take over covering the Steam Generator offered, with a Steam Generator manufacturer, who on his own fully meets the requirements of sub-clause 2.4.1 above.

“Take over” means taking over of the plant by the Owner when the plant is commercially capable and all contractual obligations are fulfilled by the contractor.

c) He shall furnish, along with the bid an undertaking jointly executed by him and his licensor/collaborator for the following as per the format enclosed in the bid enquiry documents:

i. License shall have a collaboration agreement with the licensor who fully meets the requirements of 2.4.1 having a validity of at least five years from the date of take over

ii. Licensor/Collaborator will guarantee the satisfactory performances of the steam Generator along with associated auxiliary equipment.

iii. The Licensor/Collaborator prepares all the designs, calculation, drawings including manufacturing drawings and all other documents.

iv. Steam Generator (SG) manufacture obtains a certification from the Licensor/Collaborator that his (SG manufacturer’s) manufacturing and shop test facilities are adequate to meet the standards of the collaborator and to meet the specified performance requirements of the equipment being supplied.

v. Licensor/Collaborator’s quality assurance standards to be followed by the SG manufacturer which will be made available to Owner to Owner’s inspector or authorized representative as required for stage inspection.

vi. Licensor/Collaborator shall post suitable personnel at manufacturer’s works and site to supervise and ensure acceptable quality standards during manufacture, stage inspection, erection, testing and commissioning.

vii. Licensor/Collaborator’s technical support will be made available as required by Owner / Owner’s Representative’s answering Owner / Owner’s Representative’s technical queries by way of correspondence and participation in all project review meetings during the execution of the Contract.

viii. Tools and tackles employed by the SG manufacturer for site erection, site testing, commissioning and performance guarantee tests are to the satisfaction of Collaborator / Licensor.
ix. Sub-Vendors of the SG manufacturer shall be approved by the Collaborator / Licensor.

x. Licensor /Collaborator undertakes to bind himself jointly and severally along with the Bidder and SG manufacturer to the Owner.

2.5 STEAM TURBINE GENERATOR SUPPLIERS

The qualification requirements for the Steam Turbine Generator supplier are listed below:

2.5.1 The Steam Turbine Generator manufacturer should have designed, manufactured, supplied, erected, tested and commissioned at least one (1) Steam Turbine Generator of unit capacity of 250 MW and type offered in Thermal Power Plant which is in satisfactory commercial operation for a period of not less than One (1) year as on the date of bid opening.

2.5.2 In case of Steam Turbine Generator manufacturer not fulfilling criteria in 2.5.1(above) and is a licensee, he shall meet the following requirements:

a) shall have successfully manufactured, supplied, erected, tested and commissioned at least one similar Steam Turbine Generator of the size, type offered which is in satisfactory commercial operation for a period of not less than One (1) year at the time of bid submission.

b) have a licensing agreement or a long term design and manufacturing collaboration agreement having a validity of at least five years from the date of Take over covering the Steam Turbine Generator offered, with a Steam Turbine Generator manufacturer, who on his own fully meets the requirements of sub-clause 2.5.1 above.

c) “Take over” means taking over of the plant by the Owner when the plant is commercially capable and all contractual obligations are fulfilled by the contractor.

d) He shall furnish, along with the bid an undertaking jointly executed by him and his licensor / collaborator for the following as per the format enclose in the bid enquiry documents.

i. have a collaboration agreement with the licensor who fully meets the requirements of 2.5.1(above) having a validity of at least five years from the date of Take over

ii. Licensor / Collaborator will guarantee the satisfactory performance of the Steam Turbine Generator (STG) along with associated auxiliary equipment.

iii. The Licensor /Collaborator prepare all the designs, calculations, drawings including manufacturing drawings and all other documents.
iv. STG manufacturer obtains a certification from the licensor/collaborator that his (STG manufacturer’s) manufacturing and shop test facilities are adequate to meet the standards of the collaborator and to meet the specified performance requirements of the equipment being supplied.

v. Licensor /Collaborator’s quality assurance standards to be followed by the STG manufacturer which will be made available to Owner or Owner’s inspector or authorized representative as required for stage inspection.

vi. Licensor /Collaborator shall post suitable personnel at manufacture’s works and site to supervise and ensure acceptable quality standards during manufacture, stage inspection, erection, testing and commissioning.

vii. Licensor/Collaborator’s technical support will be made available as required by Owner/Owner’s Representative’s answering Owner/owner’s representative’s technical queries by way of correspondence and participation in all project review meetings during the execution of the Contract.

viii. Tools and tackles employed by the STG manufacturer for site erection, site testing, commissioning and performance guarantee testes are to the satisfaction of collaborator / licensor.

ix. Sub-Vendors of the STG manufacturer shall be approved by the Collaborator/Licensor.

x. Licensor/Collaborator undertakes to bind himself jointly and severally along with the Bidder and STG manufacturer to the Owner.

2.5.3 If the intending bidder is a manufacture of Steam Turbine, only and not the Generator then he shall furnish along with the bid an undertaking jointly executed by him and the manufacturer of Generator (which he proposes to supply), who has supplied, erected and tested at least one Generator of unit of 250 MW and type offered in a Thermal Power Plant and which is in satisfactory commercial operation for a period of not less than One (1) year at the time of bid submission, guaranteeing the satisfactory performance of the Generator and its associated auxiliaries.

2.6 In addition to qualifying requirements mentioned in above clauses 2.1(a) or 2.1(b) or 2.1(c) or 2.1(d) or 2.1(e), 2.2, 2.3, 2.4 and 2.5 bidder should also have an annual turnover of Rs. 1000 Crores Per Annum for last three years.

2.7 Bidder not fulfilling qualifying requirements is advised not to submit their offer against this bid specification. The offer of the bidder not fulfilling these qualifying criteria shall not be considered for further evaluation and will be rejected.

Offers of bidders not satisfying the BQR will be summarily rejected.
Note:

BQR sub clauses 2.4 for “STEAM GENERATOR SUPPLIERS” and 2.5 for “STEAM TURBINE GENERATOR SUPPLIERS” as detailed in Tender Specification shall be referred.

3.0 SALE OF TENDER SPECIFICATION

Interested eligible bidders may obtain bidding documents from the office of UM Power Ltd, “UM House”, Plot No.35P, Sector-44, Gurgaon-122002, Haryana, India, from 06.02.2012 at 11.00 Hrs. Up to 10.02.2012 at 16.00 hrs. on all working days between the days mentioned above on payment of the specified amount by Crossed Demand Draft / cash payable to UM Power Limited, Gurgaon, Haryana and with a requisition for Bid documents giving complete postal address of the Bidder. In case the bidder wishes to authorize somebody to collect the documents on his behalf, the appropriate authorization letter from the bidder should be presented along with the request letter. In case of request for despatch of bid documents through post / courier, the same shall be despatched through Registered Post. UMPL, however, shall not be responsible for postal delay.

4.0 The bidder shall be required to keep his offer valid for acceptance for at least 180 days from the date of bid opening.

5.0 Clarification to be sought from: Clarification should be sent in writing so as to reach not later than

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarification to be sought from:</td>
<td>The Deputy Manager, UM Power Ltd</td>
</tr>
<tr>
<td></td>
<td>Head Office: “UM House”</td>
</tr>
<tr>
<td></td>
<td>Plot No.35P, Sector-44, Gurgaon-122002, Haryana, India</td>
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<tr>
<td></td>
<td>Phone no: 0124 4326444</td>
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<tr>
<td></td>
<td>Fax: 0124 4326500</td>
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</tbody>
</table>

6.0 Date & time for pre-bid meeting

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<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date &amp; time for pre-bid meeting</td>
<td>On 25.02.2012 at 12.00 Hrs.</td>
</tr>
</tbody>
</table>

7.0 Last date & time for receipt of Offer

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<thead>
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<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Last date &amp; time for receipt of Offer</td>
<td>On 26.03.2012 From 11.00 hrs up to 12.00 hrs. If the due date happens to</td>
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<td>be a holiday, the tender will be received on the next working day.</td>
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</tbody>
</table>

8.0 Date & time for opening of tender (techno-commercial bids):

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>Date &amp; time for opening of tender (techno-commercial bids):</td>
<td>On 26.03 2012 at 12.30 hrs. If the due date happens to be a holiday, the tender will be opened on the next</td>
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<td>working day.</td>
<td>Note: Tender specification sold to one firm is not transferable to others.</td>
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<td></td>
<td>Tenders without submission of corporate guarantee will not be opened.</td>
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</tbody>
</table>

9.0 Bidder /Consortium member who have purchased the bid document shall only be eligible for submission of the bid proposal.

10.0 Owner does not bind itself to accept the lowest or any of the bids and reserves the right to accept any bid or reject any or all bids without assigning any reasons therefore.
UM POWER LTD

BID SPECIFICATION FOR EPC CONTRACT

CONTENTS

**VOLUME-I: COMMERCIAL & GENERAL**

<table>
<thead>
<tr>
<th>Section</th>
<th>Titles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section-1</td>
<td>Instructions to the bidders (ITB)</td>
</tr>
<tr>
<td>Section-2A</td>
<td>General conditions of the contract (GCC)</td>
</tr>
<tr>
<td>Section-3</td>
<td>Conditions of the contract for site works</td>
</tr>
<tr>
<td>Section-2B</td>
<td>Special conditions of the contract. (SCC)</td>
</tr>
<tr>
<td>Section-4</td>
<td>Formats/Annexures &amp; Schedules etc.</td>
</tr>
</tbody>
</table>
### SECTION -1
### INSTRUCTIONS TO THE BIDDERS

#### INDEX

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Titles</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>INTRODUCTION</td>
<td>15</td>
</tr>
<tr>
<td>2.0</td>
<td>EPC CONTRACT</td>
<td>17</td>
</tr>
<tr>
<td>3.0</td>
<td>INTENT OF BID SPECIFICATIONS</td>
<td>17</td>
</tr>
<tr>
<td>4.0</td>
<td>BID QUALIFYING REQUIREMENTS (BQR)</td>
<td>17</td>
</tr>
<tr>
<td>5.0</td>
<td>DOCUMENT FOR ESTABLISHING ELIGIBILITY OF BIDDERS AND GOODS</td>
<td>23</td>
</tr>
<tr>
<td>6.0</td>
<td>ELIGIBLE BIDDERS, GOODS &amp; SERVICES</td>
<td>24</td>
</tr>
<tr>
<td>7.0</td>
<td>LOCAL REPRESENTATION</td>
<td>24</td>
</tr>
<tr>
<td>8.0</td>
<td>TIME SCHEDULE</td>
<td>25</td>
</tr>
<tr>
<td>9.0</td>
<td>BIDDING DOCUMENTS</td>
<td>26</td>
</tr>
<tr>
<td>10.0</td>
<td>INTERPRETATION OF BID DOCUMENTS</td>
<td>28</td>
</tr>
<tr>
<td>11.0</td>
<td>AMENDMENTS OF BIDDING DOCUMENTS</td>
<td>29</td>
</tr>
<tr>
<td>12.0</td>
<td>LANGUAGE OF THE BID</td>
<td>29</td>
</tr>
<tr>
<td>13.0</td>
<td>PREPARATION &amp; SUBMISSION OF BIDS</td>
<td>29</td>
</tr>
<tr>
<td>14.0</td>
<td>BID PRICE BASIS</td>
<td>32</td>
</tr>
<tr>
<td>15.0</td>
<td>TAXES AND DUTIES</td>
<td>33</td>
</tr>
<tr>
<td>16.0</td>
<td>BID CURRENCY</td>
<td>38</td>
</tr>
<tr>
<td>17.0</td>
<td>FORMAT AND SIGNING OF BID</td>
<td>38</td>
</tr>
<tr>
<td>18.0</td>
<td>EARNEST MONEY DEPOSIT (EMD)</td>
<td>39</td>
</tr>
<tr>
<td>19.0</td>
<td>DISQUALIFICATION OF BIDS</td>
<td>39</td>
</tr>
<tr>
<td>20.0</td>
<td>PERIOD OF VALIDITY OF BIDS</td>
<td>40</td>
</tr>
<tr>
<td>21.0</td>
<td>DEADLINE FOR SUBMISSION OF BIDS</td>
<td>40</td>
</tr>
<tr>
<td>22.0</td>
<td>LATE BIDS</td>
<td>40</td>
</tr>
<tr>
<td>23.0</td>
<td>PRE BID MEETING</td>
<td>40</td>
</tr>
<tr>
<td>24.0</td>
<td>BID OPENING</td>
<td>41</td>
</tr>
<tr>
<td>25.0</td>
<td>POLICY FOR BIDS UNDER CONSIDERATION</td>
<td>42</td>
</tr>
<tr>
<td>26.0</td>
<td>FOREIGN BIDDERS</td>
<td>43</td>
</tr>
<tr>
<td>27.0</td>
<td>PRELIMINARY EXAMINATION</td>
<td>43</td>
</tr>
<tr>
<td>28.0</td>
<td>RECTIFICATION OF ARITHMETICAL ERRORS</td>
<td>43</td>
</tr>
<tr>
<td>29.0</td>
<td>REJECTION OF BIDS</td>
<td>44</td>
</tr>
<tr>
<td>30.0</td>
<td>COUNTRY OF ORIGIN</td>
<td>44</td>
</tr>
<tr>
<td>31.0</td>
<td>EVALUATION OF TECHNICAL BIDS</td>
<td>44</td>
</tr>
<tr>
<td>32.0</td>
<td>PRICE BID EVALUATION</td>
<td>45</td>
</tr>
<tr>
<td>33.0</td>
<td>CONTRACT PERFORMANCE GUARANTEE</td>
<td>48</td>
</tr>
<tr>
<td>34.0</td>
<td>CONTRACT QUALITY ASSURANCE</td>
<td>49</td>
</tr>
<tr>
<td>35.0</td>
<td>MAINTENANCE OF TOOLS &amp; TACKLES</td>
<td>50</td>
</tr>
<tr>
<td>36.0</td>
<td>CONSTITUTION OF THE BIDDER</td>
<td>50</td>
</tr>
<tr>
<td>Sl. No</td>
<td>Titles</td>
<td>Page No.</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>37.0</td>
<td>DESIGN AND STANDARDISATION</td>
<td>50</td>
</tr>
<tr>
<td>38.0</td>
<td>INTERCHANGEABILITY</td>
<td>51</td>
</tr>
<tr>
<td>39.0</td>
<td>LOSS OR DAMAGE</td>
<td>51</td>
</tr>
<tr>
<td>40.0</td>
<td>COMPLETENESS OF THE CONTRACT</td>
<td>51</td>
</tr>
<tr>
<td>41.0</td>
<td>DEFECTIVE SUPPLIES</td>
<td>51</td>
</tr>
<tr>
<td>42.0</td>
<td>FAILURE TO EXECUTE THE CONTRACT</td>
<td>51</td>
</tr>
<tr>
<td>43.0</td>
<td>POTENTIALLY SICK INDUSTRIAL COMPANY</td>
<td>52</td>
</tr>
<tr>
<td>44.0</td>
<td>MATERIALS &amp; WORKMANSHIP</td>
<td>52</td>
</tr>
<tr>
<td>45.0</td>
<td>DEVIATION FROM SPECIFICATION</td>
<td>52</td>
</tr>
<tr>
<td>46.0</td>
<td>DUES TO THE OWNER</td>
<td>53</td>
</tr>
<tr>
<td>47.0</td>
<td>GUARANTEE CERTIFICATE</td>
<td>53</td>
</tr>
<tr>
<td>48.0</td>
<td>INTEREST ON OVERDUE PAYMENT</td>
<td>53</td>
</tr>
<tr>
<td>49.0</td>
<td>DESCRIPTANCES BETWEEN DRAWING &amp; SPECIFICATION</td>
<td>53</td>
</tr>
<tr>
<td>50.0</td>
<td>ALTERNATE PROPOSALS</td>
<td>54</td>
</tr>
<tr>
<td>51.0</td>
<td>INSPECTION, TESTING &amp; INSPECTION CERTIFICATES</td>
<td>54</td>
</tr>
<tr>
<td>52.0</td>
<td>DESPATCH CLEARANCE CERTIFICATE</td>
<td>55</td>
</tr>
<tr>
<td>53.0</td>
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SECTION – 1

INSTRUCTIONS TO THE BIDDERS

1.0 INTRODUCTION

1.1 UM Group is 1200 Crore Rupees Indian conglomerate with business interest in Power, Hydrocarbon, Telecom and Automotive Sectors. Unitech Machines Limited (UML) Engineering Division is an EPC company of UM group handling various BOP packages for the Power Plant and has been servicing Power Plant majors including NTPC, BHEL etc. for last two decades.

1.2 With the above background, UM Power Ltd., having their head office at “UM House” Plot No.35P, Sector-44 Gurgaon-122002, Haryana, India, act as the “Owner”. “Owner” wishes to appoint a Engineering, Procurement and Construction (EPC) Contractors for a 1 x 250 MW Coal based Thermal power plant consisting of Steam Turbine Generator, Steam Generator and complete Balance of Plant equipment inclusive of all mechanical, electrical, instrumentation & control systems, civil, structural and architectural works, etc., for putting into commercial operation on Single EPC basis, a highly reliable, safe, efficient and environmentally compliant. In pursuance of this objective, the Owner wishes to invite International competitive bids from experienced and competent Bidders.

1.3 UM Power Limited has proposed to construct the 1 X 250 MW Thermal Power Plant. UM Power Limited had already identified the land of 225 Acres of Land near by Delhi - Hawrah Main line and nearest Railway Station is Phaphund which is around 5 km away from the identified land. The Broad gauge line under Northern-Central Railway and the site is connected by all weather Road. UM Power Limited had already approached Ministry of Railways to build the private Railway siding.

1.4 The proposed project site is well connected by the State Highway – 21, as well as National Highway (NH-2).

1.5 The present scope of the proposal comprises of the design, engineering, manufacture, assembly, testing at manufacturer’s works, packaging into properly sized units and shipping & marine insurance, custom clearance, port clearance & handling, satisfactory reconciliation with the custom authorities, inland transport, inland insurance, right from Ex-works/ Ex-show room/Port of Entry up to completion of trial operation, delivery to site, receipt and storage at site, erection, testing and commissioning and putting into operation of the complete coal based thermal power Plant consisting the following but not limited to the system and equipment associated works as detailed in the accompanied Specification including supply of mandatory spares, special tools & tackles and 3 years operation and maintenance spares for Coal Based Auraiya Thermal Power Plant (1x250MW).

1. Boiler and its Auxiliaries
2. Turbine, Condenser and Generator set & its Auxiliaries
3. Electrostatic Precipitator
4. HP/LP heater & deaerator
5. Power cycle pumps
6. Condensate polishing unit
7. Chemical dosing system
8. Power cycle piping and valves including HP/LP bypass
9. Coal Handling system & its auxiliaries
10. Ash Handling system & its auxiliaries
11. Pre treatment, service water, potable water, water storage and other auxiliaries system
12. DM Water System
13. Circulating Water Pumps
14. Cooling water & ACW system inclusive of IDCT(Induced Draft cooling tower), pumps etc
15. Waste Water Treatment system
16. On line condenser cleaning system.
17. Fire protection system
18. Mill reject handling system
19. Ventilation and air conditioning systems for the entire power plant.
20. Compressed air system
21. All lifting and handling system
22. Nitrogen, carbon dioxide storage, handling and distribution system
23. Hydrogen generation, storage and handling system
24. Passenger and freight Lift, elevator for SG Stack
25. Plant maintenance workshop
26. Chemical lab equipment
27. Electronic weigh bridges
28. LP Piping and other auxiliaries piping
29. Instrumentation and Control systems for complete plant
30. Generator Transformer, Station Transformer, Unit Auxiliary Transformer & LT Auxiliary service transformers (Dry / Oil Type)
31. Generator Bus duct
32. 6.6KV Switchgear & Bus duct
33. Bus transfer scheme
34. Protection system for generator, generator transformer, unit auxiliary transformer, station transformer
35. HT / LT Motors
36. Generator synchronizing panels, UCP & Switchyard SCADA.
37. 6.6 kV unit and station switchgears
38. 7.2 kV segregated bus ducts
39. 415 Power supply system unit/station service transformers switchgears, PCCs, MCCs, ACDBS, DCDB, LDB’s & Non segregated bus ducts
40. Lighting for the entire plant
41. Grounding resistors etc
42. Earthing and lightning protection for the entire plant
43. ABT metering & Metering for Generator, Station Auxiliaries, Medium & low Voltage Switch gears, MCC, Station service switchgear etc.
44. Other electrical items like Motors, Actuators, DC Starter panel, VFD’s, Local Panels, Control panels, Electrical lab, testing equipment and other electrical auxiliaries.
45. Complete DC system including Battery & Battery chargers etc.
46. HT/LT Power & Control cables, Cabling accessories & Support systems.
47. Emergency Diesel Generator
48. 400 kV AIS Switch Yard equipment and auxiliaries
49. Electrical System study for the power system
50. All Civil, Structural, architectural works
51. The contractor must provide necessary equipment and works to adhere to the conditions laid down in MOEF clearance

2.0 EPC CONTRACT

2.1 The Engineering procurement and construction contract for the proposed 1 x 250 MW plant shall be awarded on single EPC basis. However for the purpose of payment, taxes and duties the entire contract price will be divided and separate Letter of Award will be issued for

1. Supply – comprising of supply of equipment.
2. Erection - Erection testing and commissioning of the plant including civil works.

3.0 INTENT OF BID SPECIFICATIONS

3.1 The intent of this specification is to enter into single point responsibility contract. The contract shall be a single contract under EPC basis with single point responsibility for Design, Engineering, Manufacture, Testing at works, Supply, Installation, Erection, Testing and Commissioning of Complete Plant for Coal Based Auraliya Thermal Power Plant (1x250 MW).

3.2 Bids not covering the entire scope of work as detailed in the bid specification will be treated as non responsive and hence rejected. However, minor deviations can be indicated in the respected deviation schedules and this deviation will be dealt as per clause 45.0.

4.0 BID QUALIFICATION REQUIREMENTS (BQR)

This bid is open for participation to those bidders who satisfy the following requirements:

4.1 The bidder should meet Qualifying Requirements stipulated hereunder:

a) The bidder or his Collaborator / Licensor / Associate either independently or jointly should have designed, engineered, manufactured (or) got manufactured, erected (or) supervised erection and commissioned (or) supervised commissioning at least one (1) number of pulverized coal fired steam generator having rated capacity of 250 MW or above which is in successful operation for a period of not less than One (1) year as on the date of bid opening.

OR
b) The bidder or his Collaborator / Licensor / Associate either independently or jointly should have designed, engineered, manufactured (or) got manufactured, erected (or) supervised erection and commissioned (or) supervised commissioning at least one (1) number of Steam Turbine and Generator set of 250 MW or above which is in successful operation for a period of not less than One (1) year as on the date of bid opening. In case the Steam Turbine manufacturer does not manufacture Generator of 250 MW capacity or higher, he may source the Generator from a Generator manufacturer who has designed, engineered, manufactured (or) got manufactured, erected (or) supervised erection and commissioned (or) supervised commissioning at least one (1) number of Generator set of 250 MW capacity or above which is in successful operation for a period of not less than One (1) year as on the date of bid opening.

OR

c) The Bidder shall be a regular turnkey management and contracting organization who has executed installation of coal fired thermal power plants on EPC basis of 150 MW capacity or above which is in successful operation as on the date of bid opening. The Bidder shall submit a copy of the agreement with the supplier along with Bid Documents.

OR

d) If the bidder is not a manufacture of Boiler, Turbine, Generator (BTG) sets, he shall source or arrange directly or indirectly the BTG sets and Balance of Plant (BOP) packages (or) bidder should have executed only Balance of Plant (BOP) packages from the reputed manufacturers who have supplied at least 2nos. of respective packages / items for minimum 250 MW capacity or above, which should be in operation for at least for a period of Two (2) years at the time of bid submission.

OR

e) Bidder may quote as a Consortium of not more than three members. In such case, the consortium members should individually or collectively fulfill the requirements of sub-clause 4.1 (a) or (b) or (c) or (d) above and the members of the consortium shall along with the bid, furnish an agreement jointly executed by them for successful performance of the thermal power plant, under this contract including Steam Turbine Generator, Steam Generators and associated auxiliary equipment. The various members of the consortium shall be jointly and severally liable to the Owning including the performance guarantees. The consortium leader who is the bidder will be solely responsible to the owner to fulfill all the contractual obligations in this contract. The Bidder shall submit a copy of the agreement with the suppliers along with Bid Documents.

4.2 The intending bidders shall furnish documentary evidences/ performance certificates in support of the above bid qualification requirements alongwith the completed bid documents. The certificate furnished by the bidder shall be issued by the owners of
the plant. The Owner reserves the right to verify any information/documents furnished by the bidders should the circumstances so warrant.

To establish the financial capacity for performance of the contractual obligation, the bidder shall furnish documentary proof of having a minimum annual turnover of Indian Rs. 10,000 millions or equivalent in any one of the preceding 3 years. The Net Worth of the Bidder as on the last day of the preceding financial year as on the date of bid opening shall not be less than INR 5,000 million or equivalent foreign currency.

Foreign bidders shall furnish the BQR evidences by duly getting attested relevant documents from the respective consulate general office in India.

4.3 Bidder shall furnish his audited annual report for the preceding three (3) years. Offers of bidders not satisfying the BQR will be summarily rejected.

4.4 STEAM GENERATOR SUPPLIERS

The qualification requirements for the supplier is as listed below:

4.4.1 The Steam Generator manufacturer should have designed, manufactured, supplied, erected, tested and commissioned at least one (1) Steam Generator of unit capacity of 250 MW and type offered in thermal power plant which is in satisfactory commercial operation for a period of not less than One (1) year as on the date of bid opening.

4.4.2 In case of Steam Generator manufacturer not fulfilling criteria in 4.4.1 above and is a licensee, he shall meet the following requirements:

a) shall have successfully manufactured, supplied, erected, tested and commissioned at least one similar Steam Generator of the size, type offered which is in satisfactory commercial operation for a period of not less than One (1) year at the time of bid submission.

b) Have a licensing agreement or a long term design and manufacturing collaboration agreement having a validity of at least five years from the date of Take over covering the Steam Generator offered, with a Steam Generator manufacture, who on his own fully meets the requirements of sub-clause 4.4.1 above.

“Take over” means taking over of the plant by the Owner when the plant is commercially capable and all contractual obligations are fulfilled by the contractor.

c) He shall furnish, along with the bid an undertaking jointly executed by him and his licensor/collaborator for the following as per the format enclosed in the bid enquiry documents:
i. License shall have a collaboration agreement with the licensor who fully meets the requirements of 4.4.1 having a validity of at least five years from the date of take over.

ii. Licensor/Collaborator will guarantee the satisfactory performances of the steam Generator along with associated auxiliary equipment.

iii. The Licensor/Collaborator prepares all the designs, calculation, drawings including manufacturing drawings and all other documents.

iv. Steam Generator (SG) manufacture obtains a certification from the Licensor/Collaborator that his (SG manufacturer’s) manufacturing and shop test facilities are adequate to meet the standards of the collaborator and to meet the specified performance requirements of the equipment being supplied.

v. Licensor /Collaborator’s quality assurance standards to be followed by the SG manufacturer which will be made available to Owner to Owner’s inspector or authorized representative as required for stage inspection.

vi. Licensor/Collaborator shall post suitable personnel at manufacturer’s works and site to supervise and ensure acceptable quality standards during manufacture, stage inspection, erection, testing and commissioning.

vii. Licensor/Collaborator’s technical support will be made available as required by Owner / Owner’s Representative’s answering Owner / Owner’s Representative’s technical queries by way of correspondence and participation in all project review meetings during the execution of the Contract.

viii. Tools and tackles employed by the SG manufacturer for site erection, site testing, commissioning and performance guarantee tests are to the satisfaction of Collaborator / Licensor.

ix. Sub-Vendors of the SG manufacturer shall be approved by the Collaborator / Licensor.

x. Licensor /Collaborator undertakes to bind himself jointly and severally along with the Bidder and SG manufacturer to the Owner.

4.5 STEAM TURBINE GENERATOR SUPPLIERS

The qualification requirements for the Steam Turbine Generator supplier are listed below:

4.5.1 The Steam Turbine Generator manufacturer should have designed, manufactured, supplied, erected, tested and commissioned at least one (1) Steam Turbine Generator of unit capacity of 250 MW and type offered in Thermal Power Plant which is in
satisfactory commercial operation for a period of not less than One (1) year as on the
date of bid opening.

4.5.2 In case of Steam Turbine Generator manufacturer not fulfilling criteria in 4.5.1(above)
and is a licensee, he shall meet the following requirements:

a) shall have successfully manufactured, supplied, erected, tested and
commissioned at least one similar Steam Turbine Generator of the size, type
offered which is in satisfactory commercial operation for a period of not less than
One (1) year at the time of bid submission.

b) have a licensing agreement or a long term design and manufacturing
   collaboration agreement having a validity of at least five years from the date of
   Take over covering the Steam Turbine Generator offered, with a Steam Turbine
   Generator manufacturer, who on his own fully meets the requirements of sub-
   clause 4.5.1 above.

c) “Take over” means taking over of the plant by the Owner when the plant is
   commercially capable and all contractual obligations are fulfilled by the
   contractor.

d) He shall furnish, along with the bid an undertaking jointly executed by him and his
   licensor / collaborator for the following as per the format enclose in the bid
   enquiry documents.

   i. have a collaboration agreement with the licensor who fully meets the
      requirements of 4.5.1(above) having a validity of at least five years from
      the date of Take over

   ii. Licensor / Collaborator will guarantee the satisfactory performance of the
      Steam Turbine Generator (STG) along with associated auxiliary equipment.

   iii. The Licensor /Collaborator prepares all the designs, calculations, drawings
      including manufacturing drawings and all other documents.

   iv. STG manufacturer obtains a certification from the licensor/collaborator
      that his (STG manufacture’s) manufacturing and shop test facilities are
      adequate to meet the standards of the collaborator and to meet the
      specified performance requirements of the equipment being supplied.

   v. Licensor /Collaborator’s quality assurance standards to be followed by
      the STG manufacturer which will be made available to Owner or Owner’s
      inspector or authorized representative as required for stage inspection.

   vi. Licensor /Collaborator shall post suitable personnel at manufacture’s
      works and site to supervise and ensure acceptable quality standards
      during manufacture, stage inspection, erection, testing and
      commissioning.
vii. Licensor/Collaborator’s technical support will be made available as required by Owner/Owner’s Representative’s answering Owner/owner’s representative’s technical queries by way of correspondence and participation in all project review meetings during the execution of the Contract.

viii. Tools and tackles employed by the STG manufacturer for site erection, site testing, commissioning and performance guarantee tests are to the satisfaction of collaborator/licensor.

ix. Sub-Vendors of the STG manufacturer shall be approved by the Collaborator/Licensor.

x. Licensor/Collaborator undertakes to bind himself jointly and severally along with the Bidder and STG manufacturer to the Owner.

4.5.3 If the intending bidder is a manufacture of Steam Turbine, only and not the Generator then he shall furnish along with the bid an undertaking jointly executed by him and the manufacturer of Generator (which he proposes to supply), who has supplied, erected and tested at least one Generator of unit of 250 MW and type offered in a Thermal Power Plant and which is in satisfactory commercial operation for a period of not less than One (1) year at the time of bid submission, guaranteeing the satisfactory performance of the Generator and its associated auxiliaries.

4.6 CONDITIONS FOR CONSORTIUM

i. The bidder along with his associate manufacturer shall furnish an undertaking jointly executed for the successful commissioning and performance of the above plant as per the format enclosed with bid document (Annexure 8) and in such case the bidder and his associate manufacturer shall be jointly and severally liable to the Owner to perform all the contractual obligations. The agreement of association in such case should have been executed prior to the date of bid opening and the total member of the consortium members can be a maximum of three (including the bidder).

ii. No member can be a member in other consortium who takes part in this tender.

iii. The bid and the contract agreement between Owner and the consortium shall be signed by all the members of the consortium.

iv. The consortium agreement in original duly certified by a Notary Public confirming the intent of all the members to form the consortium should be submitted along with the bid. It should also distinctly show the financial participation of each member of the consortium scope of work and responsibilities of each member as regard to planning, execution and performance guarantee of the work under the entire scope of contract between Owner and the consortium. In case of foreign bidder, the consortium agreement should be duly certified by the respective Consulate General in India.
v. The signatory of the agreement shall be only those holding a valid power of attorney. A certified copy of the Company Secretary or legal manager to the respective member shall be attached as evidence of authentication.

vi. One of the member in the consortium shall be nominated as the leader of the consortium and this authorization shall be evidenced by submitting a power attorney signed by legally authorized signatories of all the members.

vii. The leader of the consortium shall abide by the general terms and conditions specified by the owner and agreed notes discussed and signed during subsequent meetings.

viii. The leader of the consortium shall be the bidder and is the only one who will be authorized to receive instructions for and on behalf of the consortium, primarily responsible for the total execution of the contract including all contractual obligations and receipt of payment due in accordance with the provisions of the contract.

ix. All the members of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the terms and conditions of the contract and statement to his effect shall be included in the consortium agreement as well as in the contract document.

x. There shall be no conditional offer in the consortium agreement with regard to this project.

xi. The consortium formed for the purpose of this project shall be valid till the plant is finally handed over and till the completion of the warranty period as stated in the contract.

4.7 The bidder/ Consortium must submit the details regarding his experience to meet the qualification.

4.8 The above stated requirement are a minimum, However owner 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 the owner the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the works.

4.9 Notwithstanding anything stated above, the Owner reserves the right to assess bidders capability and capacity to perform, should the circumstances warrant such assessment in the overall interest of the Owner.

4.10 Bidders not fulfilling qualifying requirements are advised not to submit their offer against this bid specification. The offer of the bidder not fulfilling the qualifying requirements shall not be considered for further evaluation and will be rejected.

5.0 DOCUMENTS FOR ESTABLISHING ELIGIBILITY OF BIDDERS AND GOODS

5.1 FOR ESTABLISHING GOODS ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:
5.1.1 The bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and services, which the Bidder proposes to supply under the contract.

5.1.2 The documentary evidence to establish that the goods and services are in conformity to the bidding documents may be in the form of literature, drawings and data, and shall include:

   a) A detailed description of the goods, essential technical and performance characteristics
   b) A list giving all particulars including available sources and current prices, of all spare parts etc. necessary for the proper and continuing functioning of the goods.

5.1.3 For purpose of the documentary evidence to be furnished, the Bidder shall note that standards for workmanship, material and equipment and references to brand names or catalogue numbers, if any, designated by the Owner in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Specification. Owner's decision in this regard will be binding and final.

6.0 ELIGIBLE BIDDERS, GOODS AND SERVICES

6.1 The invitation for bids is open to all countries.

6.2 For purpose of this clause, “origin” means the place where the goods are produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

6.3 The origin of goods and services is distinct from the nationality of the Bidder.

7.0 LOCAL REPRESENTATION

7.1 Foreign Bidders, if they have in India a local representative / Indian Agent, shall indicate in their bid Proposal Sheets, the name of such person or firm and also shall furnish the following information in their bid:

   i) The precise relationship between the Bidder and his Indian Agent.

   ii) The mutual interest which the Bidder and the Indian Agent have in business of each other.

   iii) Any payment which the Indian Agent receives in India or abroad from the Bidder whether as a commission for the Contract or as a general retainer fee.
iv) Indian Agent’s Income Tax Permanent Account Number.

v) Bidder’s Income Tax Permanent Account Number.

vi) All services to be rendered by the Indian Agent whether of general nature or in relation to the particular contract.

7.2 Agent’s commission, if any, (to be included in the Bid Price) shall be indicated separately but as a part of the Bid Price and the same will be payable only in Indian Rupees. Indian Agent’s commission will not be subject to any escalation whatsoever and will be payable prorata along with the base contract price payments.

7.3 The Bidder / Contractor shall not pay Indian Agent’s Commission, unless declared in the bid.

8.0 TIME SCHEDULE

8.1 Time is the essence of this contract. The basic consideration and essence of the contract shall be the strict adherence to the time schedule for performing the specified works. The overall project schedule for design, engineering, supply, delivery at site, erection, testing and commissioning including PG test and handing over of 1 x 250MW shall be within 33 months from the date of Letter of Award (LOA). Commissioning & Synchronization of the unit shall be done within 30 months from date of LOA. However the following schedule shall be followed:

a) Delivery period of supply will be reckoned from the scheduled date of supply as per approved delivery schedule. However the schedule shall be prepared taking into account that the supply of main equipment & mandatory spares shall be completed before starting of main mile-stone activities.

b) Erection, testing & commissioning, trial operation, conducting Performance Guarantee test and handing over of the unit will be completed within the scheduled period of the project (i.e. 30 months) from the date of award of contract.

8.2 The agreed time schedule is 33 months COD worked out considering that all the equipment for an unit will be supplied, installed, tested and commissioned.

8.3 The contractor should supply the various components of the equipment covered under this contract to avoid delay in commissioning the unit as per schedule.

8.4 Delivery schedule for the supply of materials & mandatory spares shall be submitted by the bidders along with the bid.

8.5 The Purchaser reserves the right to request for minor changes in the work schedule during pre-award discussions with the successful Bidder.
8.6 The successful bidder shall be required to prepare a detailed Contract Master Schedule (CMS) / Contract Master Bar Chart (CMB) and finalise the same with the Purchaser as per requirement of relevant clauses of the Tender Specification.

8.7 In case any bidder quotes a time schedule which is more than that called for, his offer shall be liable for rejection.

9.0 BIDDING DOCUMENTS

9.1 The bid documents for the scope of work are arranged as follows:

i) Volume - I Commercial & General

Section - 1: Instructions to Bidders:
This section contains the instructions to Bidders giving the information in general as to how to submit the bid, mode of evaluation etc.

Section-2A: General Conditions of Contract
This Section contains the general requirements and general terms and conditions of the contract to be entered into with successful bidder.

Section 3: Erection Conditions of Contract (ECC) for site works
This section contains terms and conditions applicable to site works of erection, testing and commissioning at site, of the contract to be entered into with successful bidder.

Section 2B: Special Conditions of Contract
This section contains special terms and conditions of the contract to be entered into with successful bidders. Volume I shall also contain the corresponding annexures, price schedule etc.

Section – 4: Formats and Schedules

ii) Volume- II General & Schedules

These volumes contain the project synopsis, scope of Supply, general technical requirements, Terminal Points, Functional Guarantees and Liquidated Damages, painting etc.

iii) Volume- III: Technical Specifications

These volumes contain the technical specification of the Mechanical, Civil, Electrical, control & Instrumentation, Project management, Quality Assurance and Inspection.
iv) Volume – IV: Tender Drawings

v) Volume – V: Technical Data Sheets

vi) Volume – VI: Mandatory Spares

vii) Volume – VII: Erection Conditions of Contract

9.2 The bidder is expected to examine all forms, terms and specifications in the Bidding Documents. Failure to furnish complete information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of his bid.

9.3 The bidder shall bear all costs associated with the preparation and submission of the bid. The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against the Owner for rejection of its bid or if the Owner may elect to withdraw the invitation to bid. The Owner shall always be at liberty to reject or accept any bid or bids at its sole discretion and any such action shall not be called into question and the Bidder shall have no claim in that regard against the Owner. The Owner is not bound to give any reasons for the rejection of the bid.

9.4 The Bidder shall note the following:

a) Bid documents are not transferable

b) (i) not more than one bid for the work shall be submitted by one Bidder.

(ii) If the bidder submits more than one bid, by way of submitting bid under the name of the firm and submits another bid as a joint venture partner or have interest or participation in more than one bid, in such an eventuality all the bids are liable for rejection. The bidder in his own interest should ensure to submit only one bid.

c) If the Bidder deliberately gives wrong information in its bid to create circumstances for the acceptance of its bid, the Owner reserves the right to reject such bid and/or cancel the order if placed.

d) Bid documents submitted by the Bidder shall become the property of the Owner and the Owner shall have no obligation to return the same to the Bidder.

e) Bid must cover the entire scope of work as specified in technical specification.

f) Bid covering partial scope of work shall not be acceptable.
9.5 BIDDER TO INFORM HIMSELF FULLY

9.5.1 The Bidder shall make independent enquiry and satisfy itself as to all the required information, inputs, conditions and circumstances and factors which may have any effect on its bid price and also on the execution of work covered under these specifications and documents. In assessing the bid it is deemed that the Bidder has inspected and examined the site conditions and its surroundings, examined the laws and regulations in force in India, the transportation facilities available in India, the conditions of roads, bridges, ports, etc. for unloading and/or transporting heavy pieces of material and to have based its design, equipment size and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the execution of the works as specified in these bid specification.

9.5.2 In their own interest, the Bidders are requested to familiarize themselves with the Income Tax Act, the Companies Act, the Customs Act and all other related acts and laws prevalent in India. The Owner shall not entertain any request for clarifications from the Bidders regarding such local laws and the conditions. However, the owner shall direct the bidder from where to obtain such assistance provided the request for such assistance is received well in advance. However, non receipt of such information shall not be a reason for the bidder to request for extension in opening date of the bid. The bidder shall understand and agree that before submission of its bid all such factors, as generally brought out above, have been fully investigated and considered while submitting the bid. No claim for financial adjustment to the contract awarded under this specification and documents shall be entertained by the Owner. The Owner shall also not permit any change in time schedule or any financial adjustment arising thereof which are based on lack of clear information for such site conditions, laws and regulations and other related information and/or its effect on the price quoted in the bid.

9.5.3 Availability of Acts & Regulations

The various acts and regulations referred in these documents are normally available for sale on the following address:

Deputy Controller,
Publication Department,
Govt. of India, New Delhi - 110006, INDIA

OR

With leading authorized Govt. book sellers.

10.0 INTERPRETATION OF BID DOCUMENTS

10.1 If any bidder finds discrepancies or omissions in the Bid specification and documents or is in doubt as to the true meaning of any part of the bid documents or scope of work to be executed it shall at once submit a written request in English Language for
clarification or interpretation of the doubt in question. Such request should reach the owner not later than 10 days prior to the date set for opening of the bids. This written request shall be submitted to the owner on the following address:

The Deputy Manager, CC & M  
UM Power Ltd  
UM House”  
Plot No.35P, Sector-44  
Gurgaon-122002,  
Haryana, India

10.2 Appropriate interpretation shall be given during the pre-bid conference or in the form of a supplementary notice without identifying the source to all the bidders who have purchased the bid document. However, no oral or other interpretation shall be considered as binding on Owner. Copies of such clarifications or notices received by the bidder shall be considered as an appendix to its bid document. No separate intimation for pre-bid conference shall be given. If there is any change in the pre bid meeting date then the same will be intimated by Mail/fax.

11.0 AMENDMENT OF BIDDING DOCUMENTS

11.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.

11.2 The amendment shall be notified in writing through a letter or by Mail or FAX to all prospective Bidders who have purchased the bidding documents and shall be binding on them.

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

12.0 LANGUAGE OF THE BID

12.1 All information given in the bid shall be in English language. Information in any other language shall be accompanied by its translation in English. Failure to comply with this requirement may disqualify the bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

13.0 PREPARATION AND SUBMISSION OF BID

13.1 Bid shall be prepared by typing or printing with indelible black ink, the Schedules and Technical Data Sheets enclosed as part of technical Specification. Wherever required, Bidder may use additional sheets similar to the one included in the Tender Specification.
The bidder's proposal and the documents attached thereto shall be considered as forming a part of the Contract documents. All corrections, overtyping etc., in the Tender should be attested.

The Tender documents of the Bids are divided into two parts and should be submitted in two separate sealed covers named as below:

| i) Sealed Cover (Cover No.1) | The Techno-commercial Bid (i.e) Qualifying data for the works, Technical proposal, Commercial terms & conditions and Financial statements. |
| ii) Sealed Cover (Cover No.2) | The Price Bid. |

and duly superscribed on it the name of work, specification No. and the due date of tender with the name of the tenderer and sealed in an overall sealed cover at the time on or before the notified date and time fixed for the submission of the tender.

13.2 Sealed Cover (Cover No.1) : This Techno-Commercial Bid shall contain the following:

   i. Data/ Document regarding Bid Qualification Requirements
   ii. Technical specification, design details, deviations from specifications and other technical details/ proposals
   iii. The Commercial terms and conditions including payment terms, liquidated damages, guarantees, financial statements and other commercial matters.
   iv. Any other information called for in the specification other than price.
   v. EMD in the form of Corporate Guarantee in a cover placed in Sealed Cover No. 1.

The above particulars shall be furnished in the above order in a separate cover super scribing the headings as below:

“TECHNO COMMERCIAL BID: Cover No.1” FOR UMPL - ESTABLISHMENT OF 1 X 250 MW COAL BASED AURAIYA THERMAL POWER PLANT UNDER SINGLE EPC PACKAGE AGAINST TENDER SPECIFICATION No. UMPL/Thermal Power Plant/CC&M/ Tender/EPC Package (BTG)/04

Cover No.1: Should not contain any price bid.

13.3 Sealed cover (Cover No.2): should contain the following:

   • All the price bids.
   • Civil Cost shall be indicated separately along with the scope, while quoting the bid bidder needs to consider both the option i.e, including and excluding civil works of the project

13.4 The Price Bid (as per schedules in Volume I) must be submitted in a double sealed cover super scribed as under and should be addressed to Purchaser.
"PRICE BID: COVER No.2" FOR UMPL - ESTABLISHMENT OF 1 X 250 MW COAL BASED AURAIYA THERMAL POWER PLANT UNDER SINGLE EPC PACKAGE AGAINST TENDER SPECIFICATION No. UMPL/Thermal Power Plant/CC&M/ Tender/EPC Package (BTG)/04

"Cover No.1" and "Cover No.2" shall be sealed separately. These two covers shall be enclosed in an overall outer cover and this shall be sent to reach the prescribed office on or before the notified time, for the receipt of the tender.

"Cover No.1", "Cover No.2" and the overall outer cover shall be individually sealed, super scribed as

UMPL - ESTABLISHMENT OF 1 X 250 MW COAL BASED AURAIYA THERMAL POWER PLANT UNDER SINGLE EPC PACKAGE AGAINST TENDER SPECIFICATION No. : UMPL/Thermal Power Plant/CC&M/ Tender/EPC Package (BTG)/04

and addressed to:

Deputy Manager, CC&M
UM Power Ltd
“UM House”
Plot No.35P, Sector-44
Gurgaon-122002,
Haryana, India

13.5 The outside of the cover should also indicate clearly the name of the Bidder and his address.

13.6 All the documents shall be submitted in Triplicate (one original plus 2 copies).

13.7 If there is any discrepancy between the original and the copy of the proposal, the original shall be taken as authentic.

13.8 The Bidders have the option of sending the bid by Registered Post, Courier or submitting the bid in person, so as to ensure that the bids are received in the specified office of the Purchaser, by the date and time indicated in the 'INVITATION TO BID'. Bids submitted by telex/ fax/ telegram/ e-mail etc. will not be accepted.

13.9 The tenders should be sent either by Registered Post Acknowledgement Due, Courier or through Special Messenger, so as to reach the OWNER Office.

13.10 Only those firms who satisfy the Bid Qualification Requirements (BQR) indicated in the Specification shall quote.

13.11 SPECIAL CONDITIONS
M/s. UM POWER LIMITED
1 x 250MW COAL BASED THERMAL POWER PLANT

i) Telex/fax/Electronic mail (e-mail)/Telegraphic bid will not be accepted and the Company is not responsible for any postal delay in submission of bids, loss or damage at any stage etc.

ii) Bid documents are not transferable. Bids received from those who have not purchased the bid documents will not be opened.

iii) Issue of bid documents will not automatically mean that the bidder is considered qualified.

iv) Bids received after due date and time of submission shall not be accepted and shall be returned unopened to the bidders.

v) OWNER will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids including costs and expenses related to site visits and pre-bid meeting.

vi) Owner will not be held responsible for any loss of tenders/documents sent by post/Courier etc.

vii) OWNER reserves the rights to reject any or all the bids without assigning any reasons thereof.

13.12 The bidder must state in its bid an address at which notice may be served validly upon it. All such notices shall be deemed to have been served validly which are left at such address or if sent by post shall be deemed to have arrived in due course. Any change of address must be notified to the Owner and until such notification is received, the Owner shall not be bound to take notice of any change of address and all correspondence sent to earlier address shall be deemed to be validly served on the Bidder.

13.13 Data and information in the bid shall preferably be in metric units but where other units are used, the metric equivalent shall be given.

14.0 BID PRICE BASIS

14.1 The bidder shall quote in their proposal, lumpsum firm price for the entire scope of work covered under this specification as required in the Schedules enclosed with the Tender Specification on Firm Price Basis for the entire contract period. The price basis shall include all taxes and duties.

14.2 The bidder shall indicate in the Price Schedule attached to these documents, bid prices of the goods he proposes to supply under the contract and the price for erection, testing and commissioning of the equipment as required in the bid specification. The various price break ups in the price schedule should be filled in the relevant columns as follows.

   i) Supply Prices for the imported as well as indigenous supplies.

   ii) Prices for mandatory spares and three years Operation and Maintenance (O&M) spares.

   iii) The total supply price with breakup of all taxes & duties including transport & insurance charges.

v) The total erection component including all applicable taxes & duties.

vi) Ex-works/FOB/CIF Supply Price for the imported as well as indigenous supplies.

14.3 This clause to be read in conjunction with GCC clause 3.0 thru 3.7.

15.0 TAXES AND DUTIES

15.1 The Bidders should furnish the following details in their price bid:
   i) Current rates of Excise Duty and Sales Tax applicable for the equipment to supplied
   ii) Amounts of Excise Duty and Sales Tax included in their lump sum price
   iii) Amount on which Excise Duty and Sales Tax are considered in their bid price.
   iv) Amount of Customs Duty included in their lump sum price for imported components.
   vi) Any other statutory tax and duties as in force.

15.2 Any Indian Customs Duties or levies including the Stamp duty and Import Licence Fee, if any in respect of transaction between the Purchaser and the Contractor/Nominee/Assignee levied by the Government of India or any State Government in India on the equipment, materials and spare parts covered in the work under the contract to be imported into India and which will become the property of the Purchaser under the “Contract” shall be paid by the Purchaser on proof of documentary evidence, or after receipt of material in good condition, whichever occurs later.

Sufficient advance intimation shall be given by the contractor to enable the Purchaser to mobilize the required amount. The successful Bidder shall submit a comprehensive list of all the goods to imported into India under the Contract to enable the Purchaser to issue necessary declaration/letter for availing concessional rate of custom and import duties. The value shall be indicated under the clause “Schedule of Prices” in Schedule I of this specification. Any additional liability of custom and import duties or penalty thereon, due to any discrepancy in the said list of goods or due to any other lapse of the Contractor in this regard shall be to the account of the Contractor.

15.3 All customs Duties and Levies, Excise duty, other Duties (including Octroi duty), Sales Tax payable for equipment, components, sub assemblies, raw materials and any other item used for their consumption or dispatched directly to the purchaser from their sub supplier(s) under contract shall be indicated in clause “Schedule of price” in Schedule 6 of this specification any such taxes duties, (including excise duty and octroi duty) levies additionally payable will be to the Bidder’s account and no separate claim on this behalf will be entertained by Purchaser.
15.4 If any enactment or issuance of any new laws, rules permits & regulations occur, and /or any change/ modification of existing laws, rules, permits & regulations occur in India, after the due date of the submission of bid and during the tenure of the contract, including extended period, if any, then the change in cost shall be added or deducted from the contract price, as the case may. However any increase in the duties and taxes in case of delays in the completion of work attributable to the contractor shall be to the contractor’s account.

15.5 Central Sales Tax, excise duty, local taxes such as VAT and Entry tax etc and other levies solely in respect of transaction between the Purchaser and contractor/ Nominee/ Assignee in respect of the supply portion under the contract, if any shall not be included in the bid price, but they shall be indicated in “Schedule of price” in Schedule 6 of this specification. Whenever Ex works price is quoted exclusive of excise duty applicable on the transaction between the Purchaser and the Contractor/ Nominee/ Assignee, then due credit under the CENVAT (Central Value Added Tax) scheme as per the relevant government policies whenever applicable shall be taken into account by the bidder while quoting bid price. The Purchaser shall, however issue requisite Sales Tax declaration forms. Any additional liability of taxes/duties or penalty there on, due to any discrepancy in the said list of goods or due to any other lapse of the contractor in this regard shall be to the account of the contractor.

15.6 Further, all equipment/materials to be supplied by the contractor/ his sub contractor’s in respect of which no further processing is required at the contractor’s works shall be despatched directly from such sub contractor’s/ sub vendors works to the project site and the title to the ownership of such goods shall be passed on to the Purchaser by the endorsement of despatch documents while the goods are in transit. The purchaser shall not be required to pay any Sales Tax in respect of such transactions (herein after refereed to as “Sale-in- Transit”) in accordance with the provisions of applicable laws but shall issue the necessary sales tax declaration forms in favour of the contractor as required as per the provisions of such laws.

15.7 In respect of equipment/materials to be repaired or replaced in terms of the guarantee/warranty provisions under the contract, unless otherwise specifically agreed to in the contract, the contractor shall be liable for payment of applicable taxes and duties and other expenses till such components/parts are delivered/installed in the equipment at the project site and the purchaser shall not bear any liability in this regard, whatsoever.

15.8 Notwithstanding above, any Indian Custom Duties or levies including the stamp duty and import licence fee levied by the Government of India or any State Government in India on the equipment and materials to be provided by the contractor in pursuance of any guarantees/warrantees under the contract including any replacements and/or repairs to be carried out under the said guarantee/warranty provisions, which the contractor is required to supply free of cost to the Purchaser, shall be to the contractor’s account irrespective of whether the import licence, custom clearance permit etc, for such items is provided by the Purchaser or arranged by the contractor himself. At the request of the contractor, the Purchaser may issue recommendatory letter to the authorities concerned for custom duty exemption/applicability of custom
duty at project import rates on replacements and/or repairs in pursuance of guarantee/warranty provision. However the purchaser shall not be liable in any manner, whatsoever, for such benefit being denied to the contractor by the authorities concerned.

15.9 Further, all such import and custom duties in respect of erection tools and tackles, testing instruments, transportation equipment etc. which may be imported by the contractor for performing any portion of the work to be done in India and which are not envisaged to become the property of the Purchaser in terms of the contract, shall be to the contractor’s account and the Purchaser will not accept any liability in this regard, whatsoever. At the request of the contractor, the Purchaser may issue recommendatory letter to the authorities concerned for custom duty exemption/applicability of custom duty at project import rates for all such imports. However the purchaser shall not be liable in any manner, whatsoever, for such benefit being denied to the contractor by the authorities concerned for imports of above such items.

15.10 The successful Bidder shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against it in pursuance of the contract. In addition the successful Bidder shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the successful Bidder for his personal Income and property. The Purchaser shall not be liable for any non-Indian taxes, duties and levies in pursuance of this bid and the contract arising thereof.

15.11 Notwithstanding anything stated elsewhere in the Tender Documents, the mode of contracting with the successful Bidder will be as per stipulation outlined in General Terms and Conditions of Contract. Volume -1.

15.12 As regards the Indian income tax, Surcharge on Income Tax and any other Corporate Tax, the Purchaser shall not bear any tax liability whatsoever, irrespective of the mode of contracting. The Bidder shall be liable and responsible for payment of all such tax, if attracted under the provisions of the law.

15.13 OWNER will issue “Project Essentiality Certificate” for the imported components and hence bidder may consider the concessional Customs Duty if any, as per the latest EXIM Policy.

15.14 The benefit of Concessional Customs Duty if any availed by the contractors shall be passed to the Owner. No excise duty is admitted on bought out items.

15.15 CENTRAL SALES TAX / UTTAR PRADESH VAT

1. The Central Sales Tax / Uttar Pradesh Value Added Tax (UPVAT) will be paid extra as applicable. The amount of Central Sales Tax / UPVAT and percentage payable shall be indicated separately in the tender offer. Central Sales Tax / UPVAT is not applicable to Freight and Insurance charges.
2. Effort is being made to register the Company as a Dealer under Sales Tax Act. Appropriate Central Sales Tax/UPVAT in accordance with the provisions of the relevant Act in force shall be included by the Tenderer in the price quoted.

3. In case of delayed delivery, the Central Sales Tax UP VAT prevailing on the date of dispatch or on the last day of the contractual delivery period whichever is LESS will be admitted for both the cases the supplier shall furnish documentary evidence while submitting the bills for payment.

4. Provided always, it is hereby agreed and declared that in case, where the Owner has doubt and belief that Central Sales Tax UPVAT is not at all payable for the transaction in question the Owner reserves the right to withhold the amount of Tax until the party produces an order of court of competent jurisdiction, declaring the liability of the transaction to Central Sales Tax /UPVAT Concessional rate of Central Sales Tax/UPVAT, if any shall be taken into account and included in the price quoted giving proof thereof.

5. The following certificates have to be furnished for admittance of claim of Central Sales Tax / UP VAT.

   (i) Certified that the transaction in which the Central Sales Tax/ UP VAT has been claimed and has been/will be included in the return submitted/to be submitted to the Central Sales Tax/ UP VAT authorities for assessment of the Central Sales Tax / UP VAT and the amount of the Central Sales Tax/ UP VAT claimed from the purchaser has been/will be paid to sales Tax authorities.

   (ii) Certified that the goods in which the Central Sales Tax/ UP VAT has been charged have not been exempted under C.S.T Act or UP VAT and the Rules made there under and the charges on account of Central Sales Tax/ UP VAT on these goods are correct under provisions of relevant Act or Rules made there under.

   (iii) Certified that we shall indemnify the Owner, in case if it is found at a later date that wrong/incorrect or excess payment has been recouped on account of Central Sales Tax/ UP VAT paid by us.

   (iv) Efforts are being made to get ourselves registered under Central sales Tax Act 1996 and UP VAT Act 2006. Details of Registration will be provided as soon as available.

   (v) Certified UP VAT credit availed by me has been taken into account in the rates quoted.

15.16 VARIATION IN TAXES AND DUTIES

i. The statutory variation in Customs Duty, Excise Duty, CST/ UP VAT, Service Tax, Education Cess etc., including new taxes and levies within the accepted delivery schedule and any authorized extension will be to the account of Owner and will be paid extra at actual against documentary evidence.
ii. Increase in Customs Duty, Excise Duty, CST/UP VAT, Service Tax, Education Cess etc., including new taxes and levies due to statutory variation regulated by government beyond the delivery schedule will be to the account of suppliers if the delay is attributable to the contractor and payment of tax and duties shall be made as below:

iii. The actual taxes and duties applicable as on the date of supply or as applicable on the scheduled date of supply whichever is less shall be taken as the basis for arriving the payment to be made.

15.17 WORKS CONTRACT TAX:

OWNER will deduct works contract tax at actuals based on Government Notifications for civil works and issue tax deduction certificate. 0.3% will be recovered towards labour welfare fund of Govt. of Uttar Pradesh. Works Contract tax will be deducted as per the prevailing laws.

15.18 SERVICE TAX:

i) In respect of Service Tax on Foreign portion, amendment notification No 12/2002 dated 01.08.2002 with effect from 16-08-2004 to the Service Tax rules reads that “In relation to Taxable Service provided by a person who is a non resident or a person from outside India, who does not have any office in India, the person receiving Taxable Service in India shall be the person liable for paying the Service Tax”

ii) Regarding others, Service Tax shall be reimbursed by Owner as applicable upon the production of documentary evidence for having paid the same.

iii) There is an optional scheme to pay an amount equivalent to 2% of the gross amount charged for the works contract instead of paying service tax at the rate specified in sec 66 of the Finance act 1944. The provider of the taxable service opting to pay service tax under the composition scheme is however allowed to avail of the CENVAT credit of duty on capital goods and service tax on various input service used in or in relation to the said works contract under the provision of CENVAT credit rules 2004. The bidder like to pay service tax under composition scheme shall quote 2% on the entire contract value. If the bidder prefers to pay service tax on the erection installation and commissioning charges and civil works if any, they have to quote service tax instead of the above option separately. The present service tax is 10.3% inclusive of Education cess.

15.19 INCOME TAX:

i) It is specified that it is the responsibility of the entire bidder to be aware of their income tax liabilities in respect of this contract. OWNER will deduct income tax at source at appropriate rate as applicable for the contract and will remitted to Government of India. OWNER will issue necessary TDS certificate.

16.0 BID CURRENCY

16.1 BID CURRENCY:
i. The conversion of US$ or EURO shall be considered at the SBI reference rate on the date of opening of the Price Bid. If the Bidder quotes any currency other than US$ or EURO, shall be freeze to US$ on the date of opening of the Price Bid.

ii. In case of foreign currencies, for evaluation purpose, the prices expressed by bidders shall be converted into Indian Rupees at the Bill selling exchange rates as issued by the Reserve Bank of India/ State Bank of India as on the date of Techno-Commercial bid opening.

iii. The bidder should indicate the CIF value of the imported components in their bid.

16.2 PRE SHIPMENT INSPECTION CHARGES

The pre shipment inspection charges, if applicable in respect of imported components at the Port of loading shall be to the account of the bidder since the imported supplies are on CIF basis.

17.0 FORMAT AND SIGNING OF BID

17.1 The Bid must contain the name, residence and place of business of the person or persons submitting the bid and must be signed and sealed by the Bidder with his usual signature. The names of persons signing the bid should also be typed or printed below the signature. All pages of bid, drawings and other documents shall be initialed at the lower right hand corner with ink only and signed where required by the bidder.

17.2 The bid by Consortium must be furnished with full names of members and be signed with the partnership name followed by the signature and designation of the authorized representative(s). A bid submitted by a person who affixes to his signature the word President, Managing Director, Secretary, Agent or other designation without disclosing his principal, shall be rejected.

17.3 Bids submitted by Corporation, Companies must be signed with legal name of the Corporation/ Company by the President, Managing Director or by the Secretary or other person or persons authorized to submit the bid on behalf of such Corporation/ Company in the matter.

17.4 Satisfactory evidence of the person signing on behalf of the bidder shall be furnished with the bid. The bidder's name stated on the proposal should be the same as used while purchasing the bidding documents and the same shall be the exact legal name of the firm.

17.5 The bid shall contain no interlineations, erasures or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the persons signing the bid.

17.6 Bids not conforming to the above requirements liable for rejection.
18.0 Earnest Money Deposit (EMD)

18.1 Tenderers shall submit Earnest Money Deposit (EMD) in the shape of “Corporate Guarantee (CG)” equivalent to 1% of the Quoted contract price. The Format for the Corporate Guarantee shall be as per this tender document. It is also specified that the Corporate Guarantee of all the bidders except that of the successful bidder will be returned by Owner after acceptance and award of the contract. Corporate Guarantee will be returned back to the successful bidder after submission of 5% Contract Performance Guarantee for this contract.

18.2 The Corporate Guarantee shall be executed without any pre-condition to purchaser.

19.0 DISQUALIFICATION OF BIDS

19.1 Bidders shall not withdraw as a whole or in part any clarification confirmation given by them subsequent to submission of their bids. In the event of any such withdrawal, the Purchaser shall have right to disqualify the Bidder’s offer. Any change in terms & conditions originally submitted by the bidder shall be considered as withdrawal of the bid.

19.2 If the BQR evidences are found to be a false or bogus, the bidder will be blacklisted for future tenders in OWNER.

19.3 If successful Bidder fails to acknowledge the Letter of Award (LOA) and/or fails to submit a Contract Performance Guarantee as specified elsewhere in Tender specification within thirty (30) days after the date of Letter of Award, LOA may be withdrawn.

20.0 PERIOD OF VALIDITY OF BIDS

20.1 The tenders should be valid for One Hundred and Eighty (180) days from the date of tender opening. Offers with lesser validity period are liable for rejection.

20.2 In exceptional circumstances, the Owner may solicit the bidder's consent for extending the period of validity. The request and the response thereafter shall be in writing. A bidder granting the request shall not be permitted to modify its bid. EMD in the form of Corporate Guarantee furnished by the bidder shall also be suitably extended.

21.0 DEADLINE FOR SUBMISSION OF BIDS

21.1 The Bids Cover No.1 and Cover No.2 together must be received by the Owner at the address specified not later than the date and time specified by the Owner.

21.2 If any of the above dates happened to be holiday the next working day will be the due date.

21.3 The Bidder has the option of sending his bid by registered post or submitting the bid in person so as to reach the Owner at the designated address by the time and date
stipulated by the Owner. Bids submitted by telegram/telex/fax/e-mail shall not be considered under any circumstances. The Owner shall not be responsible for any delay in receipt of the bids.

21.4 The Owner may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of the Owner and bidders, previously subject to the deadline, will thereafter be subject to the deadline as extended.

22.0 LATE BIDS

22.1 Any bid received by the Owner after the deadline for submission of the bids stipulated by the Owner, shall not be opened and will be returned to the Bidder.

23.0 PRE-BID MEETING

23.1 The bidder or his official representative is invited to attend pre-bid meeting, which will take place at the following address

UM Power Ltd
"UM House"
Plot No.35P, Sector-44
Gurgaon-122002,
Haryana, India

23.2 Date and time for pre-bid meeting shall be as indicated in Notice Inviting Tenders.

23.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the bidding documents in general and the technical specifications in particular.

23.4 The bidder is requested to submit questions in writing to reach the Owner at the address indicated above, not later than Ten (10) days as specified in Clause 10.1.

23.5 Record notes of the pre-bid meeting including the text of the questions raised and responses given, will be transmitted without delay to all the purchasers of bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid conference shall be made by the Owner exclusively by issuing clarification / amendment to the bid documents and not through the record notes of the pre-bid conference.

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

24.0 BID OPENING

24.1 Both Cover No.1 and Cover No.2 of the tender will be opened in the presence of the bidders/ authorised representatives (not exceeding two persons). Initially Only Cover No.1 of the tender will be opened on the due date specified.

24.2 The Owner shall open the bids at its office located at the address mentioned below.
24.3 No electronic recording device shall be permitted during bid opening.

24.4 At the time and date notified for opening of the techno-commercial bid, the overall cover will be opened and bids which do not contain E.M.D. in any one of the forms as specified in Vol I/Sec-I vide Clause 18.0 or proof of exemption from payment of E.M.D. will be rejected straightaway and the "Cover No.1" and "Cover No.2" of these bids will not be opened and the same will be returned to the BIDDER by Registered Post with Acknowledge Due, stating the reason thereof.

24.5 "Cover No.1" of those Bidders, who satisfy the requirement of corporate guarantee, will only be opened at the time notified for opening. If any of the Bidders indicate the price in the "Cover No.1", the bid will not be read out and rejected.

24.6 "Cover No.2" shall not be opened at the time of opening "Cover No.1" but will be authenticated on the covers by the officers authorised to open the bids. "Cover No.2" so authenticated will be kept under the safe custody of the Officer who have opened the tender. The Cover No.2 of those conforming to the bid qualification requirements will be opened in the presence of those who choose to be present, on a later date. The date, time, and place will be intimated to them in advance. The bidders who have not satisfied the BQR, then "Cover No.2" will be returned to the respective bidders as unopened.

24.7 The date and time for the bid opening shall be as indicated in Notice Inviting Tenders.

24.8 In case the date of receiving/opening of the bids happens to be a holiday for the Owner, the bids shall be received/opened on the next-working day at the same appointed time.

24.9 The bids will be opened in the presence of the representatives of the Bidders who choose to attend. Maximum two persons duly authorized per Bidder will be permitted to attend. Their signatures shall be obtained in a register evidencing their presence at the time of opening & certifying that all bids submitted were opened.

24.10 The Bidder’s names, opening of the Technical Cover No.1 and presence or absence of the requisite corporate guarantee shall be informed in the bid opening. Cover No.2 shall be opened at the time and date to be informed by the Owner subsequent to opening of Cover No.1. During opening of Cover No.2, prices quoted by each bidder shall be read out.
24.11 The Owner will prepare record notes of the bid opening.

25.0 **POLICY FOR BIDS UNDER CONSIDERATION**

25.1 Please note that it is not binding on the Purchaser to accept the lowest or any tender. The Purchaser reserves the right to place orders with different Tenderers and for revising the quantities at the time of placing the order and/ or ordering more materials during the pendency of the order at the accepted rates.

25.2 Tenderers should clearly and specifically furnish in their quotation all the particulars called for, failing which the tenders are liable to be rejected.

25.3 The Purchaser reserves the right to relax or waive any of the conditions of this Specification in the best interests of the OWNER.

25.4 Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Purchaser to the Bidders. While the bids are under consideration, bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, the Purchaser and / or his employees/ representatives on matters related to the bids under consideration. The Purchaser, if necessary, will obtain clarifications on the bids by requesting for such or through personal contact as may be necessary. Bidders will not be permitted to change the substance of the bids, after the bids have been opened.

25.5 Any effort by a Bidder to influence the Owner in the Owners bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidder’s bid.

26.0 **FOREIGN BIDDERS**

The authorized Indian agent of the foreign bidder shall be specifically mentioned with all details. In addition to the above, his role, responsibility and accountability shall be categorically furnished. Any Commission/ Tax etc., shall be to the account of foreign bidder only.

27.0 **PRELIMINARY EXAMINATION**

27.1 The Owner shall examine the bids to determine whether they are complete, whether any computational error has been made, whether required sureties have been furnished, whether documents have been properly signed etc. and whether the bids are qualified, responsive & generally in order.

27.2 Prior to the detailed evaluation, Owner shall determine the substantial responsiveness of each bid to the Bidding Documents. A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. The owner’s determination of a bid’s responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
27.3 In particular, bids which do not (i) conform to the performance guarantees (ii) adhere strictly to the project completion schedule (iii) conform to commercial terms & conditions, namely (a) Contract Performance Guarantee (b) Liquidated Damages (c) Terms of Payment & (iv) non furnishing of association agreement (between the bidder & the associate) in case of bidder who intends to get qualified based on the association agreement/ consortium agreement, will be treated as non-responsive.

27.4 A bid determined as substantially non-responsive shall be rejected by the Owner and the Price Bid in Cover No.2 of such bids will not be opened and the bid shall not be considered for further evaluation. Cover No.2 of such bidder shall be returned unopened.

27.5 The Owner may waive any minor infirmity or non-conformity in a bid, with or without loading on this account as deemed fit by the Owner, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

28.0 RECTIFICATION OF ARITHMETICAL ERRORS

28.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected.

28.2 If there is a discrepancy between price quoted in words and in figures, lower of the two shall be considered.

28.3 If the bidder does not accept the correction of the errors as above, his bid will be rejected.

28.4 The bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified price schedules to be identified in Tender proposal sheets for this purpose, the Purchaser shall be entitled to consider the highest price for the purpose of evaluation and lowest of the prices in these schedules for the purpose of award of Contract.

29.0 REJECTION OF BIDS

The tender shall be rejected if it is:

i. Not in the prescribed form
ii. Not accompanied by the requisite Corporate Guarantee.
iii. Not properly signed by the tenderer/ members of Consortium.
iv. From any black listed Firm or Contractor.
v. Received after the expiry of the due date and time,
vi. Received by telex or telegram or fax or e-mail,
vii. Not in conformity with Owner’s technical Specification,
viii. From the tenderer whose past performance/ Vendor rating is not satisfactory,
ix. Lesser validity period  
x. Not accompanied by past performance report in the prescribed form, financial details, erection details  
xii. Without the details regarding Potentially Sick Industrial company / Sick Industrial Company, as per terms of Section 23 or section 15 of the Sick Industrial Companies (Special Provisions) Act. 1985.  
xii. If at any time before acceptance of tender, the tender accepting authority receives information that a tenderer who has submitted tender has been banned by any procuring entity, his tender shall not be accepted even if it may be the lowest tender.  
xiii. Attempt by any tenderer to bring extraneous pressures on the tender accepting authority shall be sufficient reason to disqualify the tenderer.  
xiv. In addition to the above, other terms and conditions as specified in this tender.

30.0 COUNTRY OF ORIGIN  
The country of Origin shall be indicated in the offer of the bidder.

31.0 EVALUATION OF TECHNICAL BIDS  
31.1 The bids received and accepted will be evaluated by the Purchaser to ascertain the technically and commercially responsive bid for the complete scope of the proposal covered under this Specification and document.  
31.2 Examination of Techno-Commercial proposal (Sealed Cover No.1):  
The Purchaser will examine the bids to determine whether they are complete, whether required guarantees have been furnished. Whether the documents have been properly signed and whether the bids are generally in order.  
31.3 Such of those bids received in conformity with the requirement of the tender documents fulfilling the Bid Qualifying Requirement [BQR] as specified in the Tender Specification and are technically and commercially responsive shall be evaluated by the Purchaser for the complete works covered under this Tender Specification.  
31.4 After the qualification criteria has been satisfied, the technical bid of the qualified bidders would be analyzed and wherever essential, technical clarifications and confirmations would be sought from them so as to clarify for fulfilling the requirements of the Specification to the satisfaction of the Purchaser. If due to such clarifications and confirmation, there is a repercussion on price bids already submitted by qualified bidders, they shall indicate such repercussions in the clarification meeting, clearly indicating such changes with their original price bids, failing which such clarifications/confirmations shall be deemed to have no price repercussions. Bidders shall be asked to submit only supplementary price bids commensurate with addition/ deletion as agreed during the bid clarification meeting. No revised price bid will be entertained.  
31.5 After obtaining such clarifications and confirmations and the price repercussions, the price bids originally submitted by the bidders shall be opened along with the supplementary price bid.
31.6 OWNER will not generally accept any deviations in respect of commercial terms & conditions. If any of the bidders take any deviation in completion schedule (delayed completion) or payment terms then his offer will be suitably loaded for such deviations.

32.0 PRICE BID EVALUATION

32.1 Price evaluation will be based on Fixed EPC price amounts.

32.1.1 The lumpsum price offered by the bidders for the entire scope of supply, erection, testing and commissioning, including Customs Duty, Excise Duty, Sales Tax, Works Contract Tax, Service tax, Education cess, freight and insurance (F.O.R. Destination including all taxes and duties) shall be taken as the base price.

32.1.2 The foreign currency quoted by the bidder for the supply of imported components and services will be converted into Indian rupee at the SBI reference rate on the date of opening of Techno-Commercial Bid for arriving the above Lumpsom price in Indian Rupees.

32.1.3 The EPC price shall include the prices for Design, Engineering, Equipment supply, erection, testing & commissioning inclusive of all taxes, duties, freight, insurance etc as per tender specification.

32.1.4 The following factors relevant to performance and productivity of the equipment will be taken into account for evaluation of bids.

Loading for the deficiencies will be as follows:

a) Bidders shall be loaded an amount of Rs. 1 Lakh for every increase in Station Heat Rate (SHR) by 1 Kcal/ Kwh over the lowest quoted heat rate.

b) In case of implementation period is more than 33 months, an amount of Rs 110 crores will be loaded for every month delay from 38th month onwards.

c) The lowest transformer losses indicated by any bidder shall be taken as basis and the transformer losses indicated on higher side by other bidders shall be loaded as indicated below, on pro-rata basis.

i) Iron Losses : Rs1,63,000/- per KW
ii) Copper Losses : Rs 1,36,000/- per KW
iii) Cooler Pump/ Fan Losses : Rs 65,000/- per KW

32.1.4 Among all the responsive bids, the bid having minimum auxiliary power consumption shall be considered as base offered and the bids with higher auxiliary power consumption shall be loaded. The rate for evaluating the auxiliary power consumption at motor input shall be Rs. 1,63,000/- (Rupees One lakh sixty three thousand only) per KW or part thereof towards differential power consumption. This evaluation of power consumption shall be carried out for all the running
 equipments (as listed below ) and not for standby equipments at 250 MW load with zero make up, 76 mm Hg back pressure

e) The auxiliaries to be considered shall include but not be limited to the following:

A. UNIT AUXILIARIES (To be considered for calculating Auxiliary power consumption)

i. Unit Oil purifier.

ii. Electric oil heater for lube oil.

iii. Feed and discharge pumps of oil purification system.

iv. Condenser air evacuation pumps.

v. Condensate extraction pumps.

vi. Hydrazine dosing pumps.

vii. Phosphate Dosing Pumps

viii. Ammonia dosing pumps.

ix. Auxiliary oil pump for BFP

x. Oil pumps for HP-LP bypass system.

xi. Boiler Feed Pump

xii. Mills.

xiii. PA Fans.

xiv. FD Fans.

xv. ID Fans.

xvi. Air Heaters.

xvii. Coal Feeders.

xviii. Seal Air Fans.

xix. Lube oil pumps for fans/ Air heaters & mill system etc.

xx. Scanner air fans.

xxi. Electrostatic precipitator (with T.R sets and hopper heaters of all ESP fields in service, insulator heater of all ESP fields/ pent house fan (as applicable) and rapping system under normal operation).

xxii. Auxiliary Cooling water pumps to supply cooling water on the primary DM side of the plate type heat exchanger in the closed loop Auxiliary cooling water system.

xxiii. Auxiliary Cooling water pumps to supply cooling water on the secondary side of the plate type heat exchanger in the closed loop Auxiliary cooling water system.
xxiv. Air Conditioning & Ventilation System

xxv. Power consumption of normally working (i.e. excluding stand-by) units of condensing units, chilling units, AHUs, Package Air conditioners, chilled water pumps, condensate water pumps and cooling tower fans for the Air conditioning system.

xxvi. Power Consumption of normally working Air washer units including circulation water pumps of all the evaporative units of ventilation system and supply air fans and exhausters of main plant areas.

xxvii. Hundred percent (100%) of power consumption of two air compressors and Air drying plant.
  ➢ The power consumption of the working numbers of circulating water pumps.
  ➢ All the working pumps of Auxiliary Water System.
  ➢ Power consumption of any other continuously operating auxiliary for unit operation at different guaranty point loads.

B. COMMON STATION AUXILIARIES (Power consumed by the station auxiliaries)

  i. Pressurizing pumps of fuel oil system
  ii. Raw water make-up pump
  iii. Clarification plant
  iv. Filtration plant
  v. DM water plant
  vi. ID cooling tower
  vii. CT make-up pump
  viii. CT blow down pump
  ix. Coal handling plant
  x. Ash handling plant
  xi. Effluent treatment plant
  xii. Jockey pumps in fire protection system
  xiii. Chemical dosing pumps incl. Chlorination pumps
  xiv. Plant illumination
  xv. Any other service

Note:

(1) Only continuous working drives shall be considered and duty factor
shall be one.

(2) Other drives that operate frequently shall be included with reasonable duty factor.

(3) Bidder shall furnish a list of equipments to be covered under Aux. power consumption and duty factor for purchaser’s approval.

32.1.5 The price for three years O&M spares shall be excluded and will not be taken into account for price bid evaluation.

33.0 CONTRACT PERFORMANCE GUARANTEE

33.1 Prior to signing of contract, an amount equal to 5% of the contract price to be furnished by the successful bidder for proper fulfillment of the contractual terms and conditions set forth against this contract in the form of Bank Guarantee/Corporate Guarantee for Contract Performance Guarantee as per format enclosed (Annexure-4). The Contract Performance Guarantee has to be furnished within 90 days from the date of Letter of Award and should be valid upto the defect liability period.

Contract Performance Guarantee will not carry any interest. The Contract Performance Guarantee shall be released only on completion of all contractual obligations.

33.2 The Contract Performance Guarantee can be in the form of an irrevocable Bank Guarantee on Non-judicial stamp paper of value not less than Rs.100/- as per proforma enclosed as Annexure-4, Volume-I obtained from any Nationalised Bank/ Scheduled Bank of India or any reputed Foreign Bank having branches in India.

33.3 The Contract Performance Guarantee shall cover additionally the following guarantees to the Purchaser.

a. The successful bidder guarantees the successful and satisfactory operation of the equipment supplied and erected and works executed under the Contract, as per the Specification and documents.

b. The successful bidder further guarantees that, the equipment provided and installed by him and the works executed shall be free from all defects in design, material and workmanship and shall upon written notice from the Purchaser fully rectify free of expenses to the Purchaser such defects as developed under the normal use of the said works within the period of guarantee specified in the relevant clauses of this Specification.

34.0 CONTRACT QUALITY ASSURANCE

34.1 The bidder shall include in his proposal the Quality Assurance Program containing the overall quality management and procedures which he proposes to follow in the performance of the works during various phases.
34.2 At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed program shall form a part of the Contract.

35.0 MAINTENANCE TOOLS AND TACKLES etc.,

35.1 The proposal shall include all tools, wrenches, special tools, tackles, devices, instruments, equipment etc., required for the operation and maintenance, disassembly, checking, reassembling of the components, parts, subassemblies, erection, testing etc., of the equipment in each equipment package. The bidder shall indicate all the above items in the Bid proposal sheets in the form of a Schedule giving therein the description and the quantity of each item and price thereof. The lump sum price to be quoted by the bidder shall include prices of these tools and tackles. Unless otherwise specified in the Technical Specifications, these will be delivered along with the main equipment.

35.2 The bidder should furnish the items of maintenance tools and tackles etc., considered by them in their bid along with their unit price so as to compare the bids. If any of the maintenance tools and tackles which are essential for operation and maintenance of the plant are found to be missing from the list offered by a bidder, the highest price offered by the other bidders shall be considered for evaluation purpose.

35.3 These tools, tackles, special tools, devices etc., shall be meant basically for operation and maintenance of each equipment package and not to be used for site assembly and erection work for which the Contractor shall arrange the required tools, tackles, devices etc., separately at his own cost.

36.0 CONSTITUTION OF THE BIDDER

36.1 All bids must be accompanied by duly authenticated copies of the documents defining constitution of the bidder. Power of Attorney and other relevant duly authenticated documents showing by which person and in what manner Contract may be entered into by or on behalf of the bidder and also showing who can give valid receipt on behalf of the bidder and also the extent of his authenticity and responsibility.

36.2 The said documents must be legalized by the local authorities/ Chamber of Commerce at the place of issue and if issued abroad, they must be authenticated by Indian Consulate/ Embassy.

36.3 Any bid not containing these documents, or if such documents are incomplete or do not conform to the aforesaid forms may, at the discretion of the Purchaser is liable for rejection.

37.0 DESIGN AND STANDARDISATION

37.1 The plant consists of Steam Generator, Steam Turbine & Generator and its auxiliaries, accessories, control & protection system etc., shall be designed to ensure satisfactory
operation under the atmospheric conditions prevailing at the site and under such sudden variation of load and voltage as may be met with under working conditions of the system, including those due to faulty synchronizing and short circuits within the rating of apparatus.

37.2 The design shall incorporate every reasonable precaution and provision for the safety of all those concerned in the operation and maintenance of the equipment and of associated works supplied under other Contracts.

38.0 INTERCHANGEABILITY

All similar materials and removable parts of similar equipment shall be interchangeable with each other.

39.0 LOSS OR DAMAGE

External damages or shortages that are prima facie the results of rough handling in transit or due to defective packing will be intimated within a fortnight of the receipt of the materials. Internal defects, damages or shortages of any integral parts which can not ordinarily be detected on a superficial visual examination caused by bad handling in transit or defective packing would be intimated, after inspection. In either case, the damaged or defective materials should be replaced by the contractor free of cost to the purchaser. If during erection, any part is found not suitable for the particular location, it should be replaced free of cost.

40.0 COMPLETENESS OF THE CONTRACT

All fittings, accessories or apparatus and other works, which may not have been specifically mentioned but which are absolutely essential or necessary in the equipment or for the efficient working of the plant shall be deemed to have been included in the Contract and shall be provided by the Contractor without extra charge. All plant works shall be complete in all respects whether details are mentioned in the Specification or not.

41.0 DEFECTIVE SUPPLIES

41.1 Defective supplies prior to commissioning of the plant (i.e 33 months) shall be replaced before commissioning of the plant and once the plant is commissioned then the warranty / guarantee clause will be covered. The defective materials shall have to be taken back from the site at Supplier’s cost and risk and the defective works shall have to be rectified at the site at the Contractor’s cost and risk.

41.2 If during the period of supply, it is found that the goods already supplied are defective in materials or workmanship or do not conform to the Specification or are unsuitable for the purposes for which they are purchased then it will be open to the Purchaser either to reject the goods and repudiate the entire Contract and claim such loss that the Purchaser may suffer on that account or require the Contractor for replacement of the defective goods free of cost.
42.0 FAILURE TO EXECUTE THE CONTRACT

Contractor failing to execute the order placed on them to the satisfaction of the Purchaser under the terms and conditions set forth therein, will be liable to make good the loss sustained by the Purchaser, consequent to the placing of fresh orders elsewhere at higher rate. In the event of such failure, the difference between the price accepted in the Contract already entered into and the price at which fresh orders have been placed at a later date, consequent to non-fulfillment of the Contract will be recovered from the Contractor.

43.0 POTENTIALLY SICK INDUSTRIAL COMPANY

All the tenderers including the foreign tenderers are requested to clearly indicate in their tender whether their Company is a potentially sick industrial Company or a sick industrial Company in terms of section 23 or section 15 of the Sick Industrial Companies Special Provision Act 1985.

44.0 MATERIALS AND WORKMANSHIP

44.1 All the materials shall be of the best class and capable of satisfactory operation in tropics with humid atmospheric conditions, without distortion or deterioration. No welding, filling or plugging of defective parts will be permitted without sanction in writing of the Department Engineer. Unless otherwise specified, they shall conform to the requirement of the appropriate British or Indian Standards.

44.2 The workmanship shall be of the highest grade and the entire construction in accordance with the best modern practice.

44.3 The whole of the work shall be of the highest class throughout well finished and approved make. The entire designs and construction shall be capable of withstanding the severest stresses likely to occur in actual service and of resisting rough handling during transport.

45.0 DEVIATION FROM SPECIFICATION

45.1 In general Owner will not accept any deviation in respect of commercial terms and conditions. If the tenderer wishes to deviate from the technical Specification clauses in any respect, he shall draw the attention to such points of deviation explaining fully the reasons thereof in the Schedule of Technical deviations/ Vol. I. Unless this is done, the requirement of this Specification clauses will be deemed to have been complied with in every respect.

45.2 The Owner desires that the bidder shall perform all the works strictly in accordance with the requirements stipulated in this bid specification. The Owner further desires that the bidder shall abide by all the terms and conditions of this bid specification without any major deviations. In case, however, any bidder desires to submit the bid with any minor deviations, then all such deviations shall be clearly outlined and consolidated under the relevant deviation schedules. All deviation from the specification involving technical particulars, parameters etc. shall be brought out in the Schedule of
Technical Deviations and deviation involving general conditions of contract, conditions of contract for site works; special conditions of contract, and other aspects in “Instructions to the Bidders” shall be brought out in the Schedule of Commercial Deviations. After opening the bids, these deviations and short falls, as observed by the Owner, shall be discussed with the bidder before opening of the Price Bid in Cover No.2.

45.3 In case of any major deviations in technical specifications, if the Owner is convinced that such deviation is superior to the equipment proposed by the Owner, then Owner reserves right to accept this major deviation without any additional financial implications.

46.0 DUES TO THE OWNER

Amount due from the Tenderer to the Owner for default in any other purchase will be adjusted against the balance amount in the event of an order placed against this Tender. The Purchaser reserves the right:

a. To recover any dues against this Contract in any bills of the Supplier/ Contractor either in this Contract or other Contract with the Owner.

b. To recover any dues against any other Contract of the Supplier/ Contractor with Owner, with the available amount due to the Supplier/ Contractor against this Contract.

47.0 GUARANTEE CERTIFICATE

A written undertaking guaranteeing the Owner against defects in the materials supplied either in materials or workmanship shall be furnished on receipt of the order.

48.0 INTEREST ON OVER DUE PAYMENTS

Any interest on overdue payments is not acceptable, under any circumstances.

49.0 DISCREPANCIES BETWEEN DRG. AND SPECIFICATION

49.1 Should there be any discrepancy between the Specification and or drawings or any inconsistency error or omission in either of them, reference must be made to the Engineer for an explanation and the Contractor will be held responsible for any errors that may occur in the work through neglect of this precaution. The Contractor shall be responsible for and shall pay for any alterations of the work done due to any discrepancies, error or omissions, in the drawings or particulars supplied by him, whether such drawings or particulars have been approved by the Owner or not, provided that such discrepancies, errors or omission be not due to inaccurate information or particulars furnished by the Contractor to the Owner, but the Contractor shall be responsible for drawing and information supplied to the Owner and the Contractor shall pay for any alterations of the work necessitated by reason of inaccurate information supplied to Owner by the Contractor.
49.2 To ensure that the equipment and services under the scope of this "Contract" whether manufactured or performed within the contractors works or at his sub-Contractor's premises or at the Purchasers "Site" "Specification", the contractor shall adopt suitable quality assurance program to control such activities at all points, necessary. Such program shall be outlined by the contractor and shall be finally accepted by the Owner after discussions. A quality assurance program of the contractor shall generally cover the following:

a. His organization structure for the management and implementation of the proposed quality assurance program,

b. Documentation control system,

c. The procedure for purchase of materials, parts, components and selection of Sub-Contractors service including vendor analysis, source inspection, incoming raw-material inspection, verification of materials purchased etc.,

d. System for shop manufacturing and site erection controls including process controls and fabrication and assembly controls,

e. Control of non-conforming items and system for corrective actions,

f. Inspection and test procedure both for manufacture and field activities,

g. Control of calibration and testing of measuring and testing equipment,

h. System for indication and appraisal of inspection status,

i. System for quality audits,

j. System for handling storage and delivery, and

k. System for maintenance of records.

50.0 ALTERNATE PROPOSALS

Bidders based on their experience, capabilities, patented research and development work etc. in addition to a base proposal, may offer alternate proposal(s), for reasons of economy or better performance. But in all such cases, the base proposal shall be strictly in line with the requirements as stipulated in the Bidding Documents and only such base proposal shall be considered for the purposes of evaluation of the proposals. Should the bid by the successful Bidder contain such alternate proposal then the Owner, at his discretion may accept the same at the time of award of Contract.

51.0 INSPECTION, TESTING & INSPECTION CERTIFICATES

GENERAL

51.1 The Plant and Equipment, covered by this Contract shall be subjected to inspection and testing. The Supplier/ Vendor/ Contractor/ Fabricator shall provide all services to establish and maintain quality of workmanship in his works and that of his Sub-Suppliers/ Sub-Vendors/ Sub-Contractors/ Sub-Fabricators to ensure the mechanical accuracy of components, compliance with drawings, identification and acceptability of all materials, parts and Equipment.

51.2 The Owner and / or his duly authorized representative shall have at all reasonable times access to the Supplier’s / Vendor’s / Contractor’s / Fabricators premises or works and shall have the power, at all reasonable times to inspect and examine the
materials and workmanship during manufacture and if part of the equipment is being manufactured or assembled on other premises or works, the Supplier / Vendor / Contractor / Fabricator shall obtain for the Engineer and for his duly authorized representatives, permission to inspect as if the Equipment were manufactured or assembled on the Supplier’s / Vendor’s / Contractor’s / Fabricator’s own premises or works.

51.3 Necessary accommodation and local travel shall be arranged free of cost for the inspecting officers by the Contractor during inspection, testing and training at the premises.

52.0 DESPATCH CLEARANCE CERTIFICATE

The despatch clearance certificate will be normally issued by Owner within 30 days of the receipt of inspection report/Test Certificates.

Within seven (7) days of successful completion of inspection and/or tests at the Contractor’s or sub-contractor’s works, the Owner shall issue a Despatch clearance certificate (DCC) approving thereby the concerned plant and equipment for shipment/despatch after required packing.

In cases where the Owner is requested to carry out inspection when in fact the equipment or material is not ready for inspection and testing, the cost of such visits, including incidental expenses, shall be to the Contractor’s account. If due to any reasons whatsoever the tests were not witnessed by the Owner, the Despatch Clearance Certificate (DCC) shall be issued not later than fifteen (15) days after the receipt of the inspection and test reports by the Owner from the Contractor, provided such duly certified copies of the inspection and test reports in compliance with agreed Quality Assurance Plan, forwarded by the Contractor, are acceptable to the Owner. No plant and equipment shall be despatched before the Despatch Clearance Certificate (DCC) has been issued, unless otherwise directed by the Owner. The satisfactory completion of these tests or the issue of the Despatch Clearance Certificate (DCC) shall not bind the Owner to accept the plant and equipment, should it, on further tests, after erection be found not to comply with the Contract / Order.

53.0 BLACK LISTING

The firm or the bidder will be black listed if the particulars produced by the bidders such as Auditor Certificate/ Annual Account, Sales Tax Clearance Certificate & Experience etc. are found to be false.

54.0 ARBITRATION

Arbitration shall be in accordance with the Indian Arbitration and Conciliation Act 1996.

55.0 JURISDICTION FOR LEGAL PROCEEDINGS
55.1 No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in a Court Save in the City Civil Court of Delhi or the Courts of Small Causes at Delhi. It is agreed that no other courts shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case any part of cause of action arises within the jurisdiction of any of the courts in Delhi and not in the courts in the Delhi City, it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Delhi and no other court outside Delhi shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts.

56.0 CHANGE OF QUANTITY BEFORE AWARD OF THE CONTRACT

56.1 The owner reserves the right to vary the quantities of items to be ordered as per specifications, if found necessary before award of the contract as per unit prices. In case unit prices are not available, the prices for items added/ deleted shall be mutually agreed.

57.0 AWARD OF CONTRACT

57.1 Notwithstanding anything contained in this document, the Owner reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the grounds for the Owner's action.

57.2 Subject to the submission of Contract Performance Guarantee within 90 days from the date of Letter Of Award (LOA), the Owner shall award the contract to the successful bidder whose bid has been determined to be qualified, substantially responsive, and has been determined as the lowest evaluated bid.

57.3 Notification of award of contract shall be made in writing through a 'Notice of Award' i.e., a Letter of Award (LOA) to the successful Bidder. This Letter of Award may be in writing by E-mail / telefax, which shall be confirmed in writing by letter by registered post or by courier service or by speed post informing the successful bidder that its bid has been accepted.

57.4 Till such time the formal contract is signed, the Letter of Award issued by the owner to the successful bidder and it’s acceptance by the bidder shall be construed as a contract document and conditions of contract contained in these documents shall become applicable.

58.0 SIGNING OF CONTRACT

58.1 The successful bidder after submission Contract performance Guarantee and the acceptance of the same by the Owner shall have to sign contract with the Owner at the earliest. This contract agreement shall be signed at the office of the Owner in Gurgaon on a date and time to be jointly decided.
58.2 The contractor shall send one copy of the draft contract agreement to the Owner for his scrutiny and approval within 30 (thirty) days of issue of Letter of Award by the Owner.

58.3 The Contractor shall furnish, before signing of the contract agreement, appropriate power of Attorney.

58.4 All charges for preparing the contract agreement including legal fee, stamp fee etc. shall be borne by the successful bidder. The contract shall be signed in Three (3) originals, duly bound. One will be handed over to the contractor and the remaining copies retained by the Owner.

58.5 If the successful Bidder fails to sign the contract agreement, the same shall constitute sufficient ground for the annulment of the award of work and also the forfeiture of contract performance security, in which event, the Owner may make the award to the next lowest evaluated responsive bidder or call for new bids.

58.6 The conditions given in Section-1, 2A, 2B, 3 & 4 and the technical specifications furnished shall form the part of the contract. Based on the information submitted by the bidder in response to the instruction to bidder, additional clauses may also have to be incorporated and shall be mutually agreed to. Based on the deviations, if any, brought out by the bidder in deviation schedule, some of the clauses may be required to be amended / updated. This shall also be worked out with mutual agreement and accordingly incorporated in the contract agreement.

59.0 SPARES

(This clause should be read in conjunction with clause 45.0 of GCC/Sec.2A of Vol I)

59.1 MANDATORY SPARES

In case where it is mandatory for the bidders to quote for certain identified spare parts, the same are included in the accompanying Technical Specifications. In such cases, the item wise price break-down of such spares on a CIF (Indian Port) / Ex-Works (India) basis shall be indicated in the bid. The prices quoted for these spares will be taken into account for evaluation. The owner, however, reserves the right after evaluation and at the time of award to vary the quantity of any of the spares and / or to delete any item of spares altogether or add new items of spares during award / detailed engineering stage limited to a period of six (6) months from date of contract at the unit rates agreed to in the contract or to be agreed mutually in case unit rates are not identified in the bid / contract. The bidder shall also furnish the quantity / unit of each item and anticipated normal life of the spares. Wherever sets are mentioned, the bidder shall furnish the item details and prices of each such sub-items.

59.2 THREE YEARS O&M SPARES

In addition, the Bidder shall provide, based on his own experience of the performance of his equipment, in the form of a schedule given in bid documents, the complete list of recommended spare parts for three (3) years operation of the equipment covered
under the proposal. In the list of recommended spare parts, the bidder shall identify
the unit-wise population of each of items recommended and anticipated normal life
of the spares. Such list will also indicate item-wise prices on CIF (Indian Port) / Ex-works
(India) basis. The bidder shall further indicate price break-up on FOR site basis. No
other basis of prices will be quoted. The prices of these spare parts shall be on firm
price basis and shall have extended validity not less than 18 (eighteen) months after
the placement of order for EPC Package. The prices of the spare parts thus quoted
shall not be taken into consideration for purpose of bid evaluation. Other relevant
terms and conditions of these documents shall also be applicable to such spare parts.
The spare list will be used by the Owner to decide about the spares to be procured
against his spares requirements for the equipment quoted. The Owner reserves the
right for placement of order for O & M spares and shall order these spares within 24
(twenty four) months from the date of placement of Letter of Award for EPC package.
These spares should be supplied within 12 (twelve) months from the date of order for
these spares. However, the Owner reserves the right for placement of order for O&M
spares.

59.3 To cater for any exigency arising during initial trial and initial operation stages up to
the satisfactory completion of Trial Operation due to infant mortality of items /
components / consumable hardware, the bidder at his own cost shall arrange and
maintain an inventory of such items so as not to have any major interruptions during
the period from initial trial to Trial Operation.

60.0 CHECK LIST

60.1 The bidders are requested to carefully go through the instructions for preparation of
their bids. Conditions elaborated in Section-1, 2A, 2B 3 & 4 may be borne in mind while
preparing the bid. The bid shall fully meet the technical requirement specified in Vol.-II
to Vol VII.

60.2 The bidders may depute their representative to visit the site to get any additional
information and to check the site conditions personally.

60.3 The bidder may submit additional information, which in his opinion shall help the
Owner in his decision of the bid. Bidder shall use continuation sheets wherever
necessary.

60.4 The bidders are requested to duly fill in the check list enclosed with bid specification.
This check list gives only certain important items, to facilitate the bidder to make sure
that the necessary data/information is provided by the bidder in its proposal. This,
however, does not relieve the bidder of his responsibility to make sure that his proposal
is otherwise complete in all respects.