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**TENDER DOCUMENT FOR  
DEVELOPMENT OF ELECTRICAL DISTRIBUTION INFRASTRUCTURE  
FOR  
COCHIN PORT AUTHORITY, ERNAKULAM DISTRICT, KERALA STATE  
UNDER  
REVAMPED DISTRIBUTION SECTOR SCHEME (RDSS)**

**(TECHNICAL BID)**

**(e-Tendering Mode)**

**Website: [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)**

**Tender No: EE-P/T-03/RDSS- INFRA/2024      Date: 16.12.2024**

**OFFICE OF THE  
CHIEF MECHANICAL ENGINEER  
I FLOOR, NEW ADMINISTRATIVE BUILDING,  
COCHIN PORT AUTHORITY,  
WILLINGDON ISLAND,  
COCHIN-682 009**

**Rs.2,360/- (Rs.2000 + 18% GST)(Non refundable)**



**COCHIN PORT AUTHORITY**  
**NOTICE INVITING TENDER**  
**FOR**  
**DEVELOPMENT OF ELECTRICAL DISTRIBUTION INFRASTRUCTURE**  
**FOR**  
**COCHIN PORT AUTHORITY, ERNAKULAM DISTRICT, KERALA STATE**  
**UNDER**  
**REVAMPED DISTRIBUTION SECTOR SCHEME (RDSS)**

**Key Dates**

<b>Date of Release of NIT</b>	<b>16.12.2024</b>
<b>Date &amp; Time of Pre-bid Meeting</b>	<b>30.12.2024 11.00 AM thro' VC</b>
<b>Deadline for Submission of Bid</b>	<b>07.01.2025 3.00 PM</b>
<b>Date &amp; Time of Opening of Technical Part of Bid</b>	<b>07.01.2025 3.30 PM</b>

### Tender Disclaimer

The information contained in this NIT or subsequently provided to Bidder(s), whether verbally or in document or in any other form by or on behalf of Cochin Port Authority (CoPA) or any of its employees, on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.

This NIT is not an agreement and is neither an offer nor an invitation by CoPA to the prospective Bidders or any other party. The purpose of this NIT is to provide interested parties with information that may be useful to them in making their Bid. This RFP includes statements, which reflect various assumptions and assessments arrived at by CoPA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for CoPA to consider the technical capabilities, investment objectives, financial situation and needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this NIT and obtain independent advice from appropriate sources.

Information provided in this NIT to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CoPA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

CoPA or any of its employees, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising during the tenure of the contract period.

CoPA or any of its employees, also accept no liability of any nature whether resulting from negligence or otherwise whatsoever caused during or in the course of the contract in question.

CoPA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this NIT.

The issuance of this NIT does not imply that CoPA is bound to select a Bidder for the Project and CoPA reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, traveling, food, lodging, expenses associated with any demonstrations or presentations which may be required by CoPA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and CoPA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## **SUMMARY**

### **PART I – BIDDING PROCEDURES AND REQUIREMENTS**

**Section 1: Notice Inviting Tender**

This Section includes Notice Inviting Tender (NIT)

**Section 2: Eligibility and Qualification Requirements**

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

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

This Section consists of two parts: “Instructions to Bidders” and “Bid Data Sheet (BDS)”. “Bid Data Sheet” contains information specific to procurement that corresponds to and/or supplements and/or modifies “Instructions to Bidders”. This Section provides information to help prospective bidders prepare their bids. Information is also provided on the bidding process

- Single Stage Two-Envelope Bidding Process with e-Procurement, submission, opening, and evaluation of bids, selection of successful bidder and on the award of contract.

**Section 4: Bidding Forms - Technical Part of the Bid**

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

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

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

### **PART 2 – EMPLOYER’S REQUIREMENTS**

**Section 6: Employer’s Requirements**

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

### **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section 7: Conditions of Contract**

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

**Section 8 - Contract Forms**

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

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## PART 1

### BIDDING PROCEDURES AND REQUIREMENTS

**Section 1: Notice Inviting Tender**

**Section 2: Eligibility and Qualification Requirements**

**Section 3: Instructions to Bidders and Bid Data Sheet**

**Section 4: Bidding Forms - Technical Part of the Bid**

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

#### **Section - 1: Notice Inviting Tender**

##### **COCHIN PORT AUTHORITY**

**Notice Inviting Tender (NIT)**  
**(Single Stage Two-Envelope Bidding Process with e-Procurement)**

**DEVELOPMENT OF ELECTRICAL DISTRIBUTION INFRASTRUCTURE  
FOR  
COCHIN PORT AUTHORITY, ERNAKULAM DISTRICT, KERALA STATE  
UNDER  
REVAMPED DISTRIBUTION SECTOR SCHEME (RDSS)**

**NIT No: EE-P/T-03/RDSS- INFRA/2024**

**Date: 16.12.2024**

- 1) **Cochin Port Authority** (hereinafter also referred to as the Employer or the Utility) invites online Bids for Development Of Electrical Distribution Infrastructure for Cochin Port Authority, Ernakulam District, Kerala State Under Revamped Distribution Sector Scheme (RDSS) . Bidders are advised to note the clauses on eligibility and qualification requirements in Section 2, to be eligible and qualify for being considered for the award of the contract.
- 2) Bidding will be conducted through E-tender Portal Tender Wizard
- 3) The NIT document (hereinafter also referred to as bidding document) is available online, free of cost, for downloading on the e-tender portal Tender Wizard, CPPP and Cochin Port Website from 16.12.2024 to 07.01.2025.
- 4) The bidder would be responsible for ensuring that any addenda/ corrigendum/ amendment etc. available on the website/ portal is also downloaded and incorporated.
- 5) The bidding shall be conducted under Single Stage Two-Envelope Bidding process with e-Procurement as specified in Section 3.
- 6) Under the Single Stage Two-Envelope Bidding process, the Bidder shall not quote, disclose, or submit its price in the Technical Part (First Envelope) of its bid or in any other manner, whatsoever, except as part of the Financial Part (Second Envelope) of its bid. In case of any non-compliance in this regard, the bids shall

be out-rightly / summarily rejected.

- 7) An incomplete and/or ambiguous and/or conditional bid and/or bid submitted late is liable to be ignored/ summarily rejected.
- 8) Bid must be submitted online through the e-Procurement/ e-Tendering process specified in Section 3. Any bid or modifications to bid received outside the e-Procurement system will not be considered, unless otherwise specified in Section 3. The Utility shall not be held liable for any delays due to e-Procurement/ e-Tendering system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, The Utility shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this NIT.
- 9) Salient details pertaining to this NIT Notice including submission and opening of bid, bid security, cost of documents/ tender fee, if any, for downloading the bidding document, address for communication, etc., are given in the TABLE below.
- 10) If the Utility office happens to be closed on the specified date of opening of the bids, the bids will be opened on the next working day at the same time and venue or as may be notified by the Utility.
- 11) Other details can be seen in the NIT document.

**TABLE**

NIT No.	NIT No: EE-P/T-03/RDSS- INFRA/2024 Dated 16.12.2024
Contract Title for the Procurement	Development of Electrical Distribution Infrastructure for Cochin Port Authority, Ernakulam District, Kerala State Under Revamped Distribution Sector Scheme (RDSS)
Brief description of Scope of Works	<p>The scope of work under the subject package includes Site Survey, Planning, Design, Engineering, Assembly Manufacturing, Testing, Supply, Loading, Transportation, Unloading, Insurance, Delivery At Site, Handling, Storage, Installation, Testing, Commissioning, And Documentation of all items/material required to complete the following works in Cochin Port Authority , Ernakulam District , Kerala which inter-alia include:</p> <p>LT &amp;HT Reconductoring works,          UG Cabling          LT &amp; HT AB Cabling          Replacement of low efficient Distribution Transformers          Replacement of 3.3 KV Transformers with 11 KV Distribution Transformers          Replacement of old HT/MV /VCB/RMU panels</p>
Mode of Procurement/Bidding	Singe Stage Two-Envelope Bidding Process with e-Procurement/ e-Tendering

Date of Release of NIT Notice/ NIT	16.12.2024
Date & Time of Pre-Bid Meeting	30.12.2024
Last date & Time of Bid Submission	07.01.2025 15.00 hrs
Date of Opening of Technical Part (First Envelope) of the bid	07.01.2025 15.30 hrs
Opening of Financial Part (Second Envelope) of the Bid	To be notified later. Financial Part of bids from only those bidders shall be opened who, upon evaluation of Technical Part of the bids, are found eligible and qualified, and whose bids are found responsive to bidding documents.
Location of Submission/ Opening of Bids, as applicable	Tender Wizard- e Tender Portal
Type of Procurement	Plant (Design, Supply, and Installation)
EMD/ Bid Security	All bids must be accompanied by a bid security of Rs. 22,90,900.00 EMD shall be furnished in the form of Account Payee Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt from a Commercial Bank in favour of "FA&CAO, Cochin Port Authority", payable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects) Exemption from payment of EMD shall be given on submission of MSME / UAM registration certificates
Performance Security	<del>The Performance Security amount is Rs.57,27,151.00</del>
Bid Validity period	The bid validity period will be 180 days from date of Opening of Technical Part of the Bid.
Time for Completion	The Time for Completion of the works is 15 months from the date of accepting the LoA by the contractor
Address for Correspondence	Chief Mechanical Engineer Cochin Port Authority, Cochin-9
Contact Details of E- Procurement Portal Support Team:	e-Tender Help Desk No.080-49352000 / 9605557738.
Tender document fee	<b>Rs.2,360 (Rs.2000 + 18% GST)</b> (Non refundable) furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority (CoPA), payable at Kochi, from any Nationalised Bank/ Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details in BDS ITB 18.1

## **Section – 2: Eligibility and Qualification Requirements**

### **1 Eligibility Requirements:**

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

1.1 Only firm that is a private entity, a state-owned entity, or an institution, legally established in India to undertake design, supply and installation of the works mentioned in the scope of works under this NIT Document/ bidding document are eligible to bid (submit their Bid in response to NIT Notice/ NIT). The Bidder (alternatively referred to as the Contractor/Bidder) may be a proprietorship concern or a partnership firm operating in India, or a registered entity in India under the Companies Act, 1956, 2013 or LLP Act.

1.2 Any combination of such entities eligible as per 1.1 above, is also eligible to bid in the form of a joint venture (JV) as defined in Section 3, under an existing agreement. In the case of a joint venture, the number of members of the JV shall not exceed 03 (three) and all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution.

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

1.3 As an exception to the foregoing Clause I & II above:

#### 1.3.1 Sanctions:

Firms, which includes any of the JV members in case of bidding Joint Venture as per Clause 1. 2 above, blacklisted/debarred/banned/suspended:

- a) due to conviction of an offence:
  - i. under the Prevention of Corruption Act, 1988; or,
  - ii. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing threat to public health as part of execution of a public procurement contract.
- b) through any order/ list issued by Department of Expenditure (DoE), Ministry of Finance (MoF)
- c) due to breach of code of integrity as per Rule 175 of GFRs 2017 in any Govt. Organization or regulatory agencies or Govt. undertaking.
- d) by any Ministry/ Department/ Organization under the State Govt. of Kerala as on the date of submission of Bid, are not eligible to bid.

This clause shall be interpreted in-line with Rule 151 of GFRS, 2017 along with any guidelines/ amendment issued by DoE, MoF.

### 1.3.2 Suspension :

Firm, which includes any of the JV members in case of bidding Joint Venture as per Clause II above, under suspension by the Employer as the result of the operation of a Bid—Securing Declaration or Proposal- Securing Declaration, shall not be eligible to bid.

### 1.3.3 Prohibitions :

Firms, which includes any of the JV members in case of bidding Joint Venture as per Clause II above, and individuals of a country or goods/ works/ services manufactured/ produced in a country shall be ineligible, if as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.

### 1.4 To be eligible to bid, the Bidders must ensure compliance to the following, failing which they shall not be eligible:

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

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

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

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

-

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

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

- a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
  - i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

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

- i. Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated **16/09/2020** (PPP-MII Order),
- ii. # 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 issued by Ministry of Power (MoP Order)  
Or  
# Public Procurement (Preference to Make in India) Order, 2017- Notification of Telecom products, Services or Works issued by Department of Telecommunications (DoT), Ministry of Communications, Government of India, vide Notification dated 29.08.2018 (DoT Order)  
Or  
# [Public Procurement (Preference to Make in India) Order related any other Order issued by a Nodal Ministry which is applicable to the procurement] and any subsequent modifications/Amendments, if any.

**As per the aforesaid orders:**

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

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

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

The [‘Class –I local supplier ‘shall give a self-certification in is Technical part of the Bid in the format given in **Section 4** of NIT document, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class –I local supplier’, as the case may be, and shall give details of the location(s) at which value addition is made. Further, in case of procurement above Rs. 10 Crore, the ‘Class –I local supplier ‘shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. False declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact, if applicable, and as per clause ITB 2 of Section, NIT document, and action shall be taken in accordance therewith and in line with the provisions of the above Orders. Further, in case of price reduction during e-Reverse Auction, if envisaged as per Section 3 of NIT document, or for any other reason including matching L1 price pursuant to the purchase preference extended, the revised prices shall be so as to ensure that classification of the bidder ‘Class –I local supplier’ remains unchanged.

- 1.6 Employer reserves the right to request for any additional information and reserves the right to reject the Proposal of any Bidder, if in the opinion of Employer, the qualification data is incomplete, or the Bidder is found not qualified to satisfactorily perform the Contract.
- 1.7 For the purposes of these Bidding Documents, the words “facilities,” “plant and equipment,” “installation services,” etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.

## 2 Qualification Requirements

The Employer may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work / manufacturing facilities visit ; (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker’s feedback etc.

### 2.1 Technical:

For the purpose of this particular bid, bidder shall meet the following minimum criteria in past 7 years (up to last completed financial year):

- a) Experience in similar work (as per clause 2.1.3 mentioned below) under single contract, costing not less than **Rs.9,16,34,400/-**. The works under the above contract should be completed works only.

Or

- b) Experience in similar works (as per clause 2.1.3 mentioned below) under two contracts, each costing not less than **Rs.5,72,71,500/-**. The works under the above two contracts should be completed works only.

Or

- c) Experience in similar works (as per clause 2.1.3 mentioned below) under three contracts, each costing not less than **Rs.4,58,17,200/-**. The works under the above three contracts should be completed works only.

Collectively the JV partners should meet the criteria of projects mentioned in 2.1.a above. However, each JV partner should have completed at least 1 contract costing not less than **Rs. 3,43,62,909.00**

For illustration, the various cases possible, along with the number of contracts and the minimum amounts for each of scenarios are shown below:

**Case 1: JV of two (2) partners**

Scenario		Partner 1	Partner 2
1. One partner fully meets the qualification requirements	A)	1 contract of minimum 70% of the cost	1 contract of minimum 30% of the cost
	B)	2 contracts, each of minimum 40% of the cost	1 contract of minimum 30% of the cost
	C)	3 contracts, each of minimum 30% each of the cost	1 contract of minimum 30% of the cost
2. Both partners put together meet the qualification requirements	A)	1 contract of minimum 40% of the cost	1 contract of minimum 40% of the cost
	B)	2 contracts of minimum 30% of the cost	1 contract of minimum 30% of the cost

**Case 2: JV of three (3) partners**

Scenario		Partner 1	Partner 2	Partner 3
1. One partner fully meets the qualification requirements	A)	1 contract of minimum 70% of the cost	1 contract of minimum 30% of the cost	1 contract of minimum 30% of the cost
	B)	2 contracts, each of minimum 40% of the cost	1 contract of minimum 30% of the cost	1 contract of minimum 30% of the cost
	C)	3 contracts, each of minimum 30% each of the cost	1 contract of minimum 30% of the cost	1 contract of minimum 30% of the cost
2. All partners put together meet the qualification requirements	A)	1 contract of minimum 40% of the cost	1 contract of minimum 40% of the cost	1 contract of minimum 30% of the cost
	B)	1 contract of minimum 30% of the cost	1 contract of minimum 30% of the cost	1 contract of minimum 30% of the cost

For the purposes of satisfaction of Technical Requirement, similar works refers to:

- a) Project(s) execution in one or more sectors below:

- i. Electrical Transmission sector
- ii. Sub-transmission sector
- iii. Electrical distribution sector

In above sectors, type of construction works undertaken should be of the nature of one or more of the following :-

- i. EHT lines
  - ii. HT lines
  - iii. LT lines
  - iv. Distribution transformers
  - v. Substations
- b) Notwithstanding the clause 2.1.6 (a) above, experience in only LT lines would not be considered eligible.

The experience of the bidder as part of Joint venture or consortium or a sub- Contractor/Bidder will be considered for the purpose of evaluation as per the clause 2.1.1, 2.1.2 and 2.1.3 above only in case where the bidder is able to provide approval/acceptance of the mentioned works from the end-customer or the distribution company whichever is applicable.

## **2.2. Financial/ Commercial:**

The Net Worth of the bidder must be positive for the each of the last three Financial Years. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.

Minimum Average Annual Turnover (MAAT) of the Bidder for best three years out of last five financial years of the bidder should not be less than **Rs. 3,43,62,900/-**

Bidder must have liquid assets (LA) and/ or evidence of access to or availability of fund-based credit facilities of not less than **Rs.1,14,54,303.00** and the Banker should confirm that the Credit facility is earmarked for the Works specified under Bid on receipt of the Bid. Liquid Assets would include unincumbered cash (and equivalents), bank deposits with maturity less than 365 days, securities that can be freely traded or maturity less than 365 days and receivables which has general certainty of getting received minus payables which has general certainty of getting paid.

In case a bid is submitted by a Joint Venture (JV), all the partners of the JV shall meet, individually, the qualification set forth at para 2.2.1 above and collectively the requirement of para 2.2.2 & 2.2.3 above. The figures for each of the partner of the joint venture shall be added together to determine the bidder's compliance with the minimum qualifying criteria set out in para 2.2.2 & 2.2.3 above; however in order for a joint venture to qualify, the partner(s) of joint venture must meet the following minimum criteria:

At least one partner (lead partner) shall meet, not less than 40% of the minimum criteria given at Para 2.2.2 & 2.2.3 above.

and

Each of the other partner(s) shall meet not less than 25% of the criteria given at Para 2.2.2 & 2.2.3 above.

Failure to comply with requirement mentioned in 2.2.4 will result in rejection of the Joint Venture's bid.

The lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting in Technical Part of its bid, a power of attorney signed by legally authorized signatories of all the partners as

per proforma in Section 4 of the NIT/ bidding documents

All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the Joint Venture partners having such a provision shall be submitted with the Technical Part of the bid. A statement to this effect shall be included in the authorization mentioned under para 2.2.6 above as well as in the Bid Form and in the Contract Form (in case of a successful bid);

The Bidder shall also furnish following documents/details with Technical Part of its bid:

A certificate from banker (as per specified format) indicating various fund-based limits sanctioned to the bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary, the employer may make queries with the Bidders' bankers.

The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid. In case audited statements of the last financial year are not available the audited statements of the preceding five years can be submitted.

Note:

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

Similarly, if the bidder happens to be a Group/Holding/Parent Company, the bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note - 2.2.8. 3.1 above certifying that these information/ documents are based on the audited accounts, as the case may be.

Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.

Work experiences of the bidder as per above shall be considered only if the works have been executed under Govt./Semi-Govt./autonomous body of Central/State Govt./Electricity Power Utility/ Power Deptt. in India only.

The bidder should meet the necessary license class requirements as applicable for the execution of works in this NIT.

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

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

### **1.3 Assessing Capacity of the Bidder**

The criteria for assessing capacity of bidder shall be as below:

#### **1.3.1 Requirement:**

The bid capacity of the turnkey contractor, shall be equal to or more than the estimated cost of the tender.

The same shall be assessed as per following formula:

$$\text{Bidding capacity} = [A \times N \times 2] - B$$

The value of A and B to be based on the entire business of the bidder

- (a) A: Maximum annual turnover in last 5 FYs (to be CA certified)
- (b) N: Years prescribed for work completion under tender (but in order to standardize the same, a value of [3] may be taken)
- (c) B: Value of existing commitments & ongoing works for which LOI/LOA have been issued (to be certified by the Company Secretary / whole-time Director / CEO of the bidder) plus commitments on account of any LI declaration as part of the DISCOM tender opening

### 1.3.2 Mechanism:

If the State / DISCOM plans to open the financial bids of multiple packages at around the same time, then the following mechanism shall be adopted:

- a) Completion of technical evaluation of the packages and notification of the financial bid opening date with at-least 10 days advance notice to the bidders,
- b) Bidders to submit the updated details of the bidding capacity, as on / upto 7 days before the opening of financial bid,
- c) Financial bids shall be opened in descending order of the package size, starting with the opening of the financial bid of the package / NIT with highest estimated value,
- d) Financial bids of only those bidders shall be opened, that have requisite bidding capacity corresponding to the estimated value of any particular NIT / tender,
- e) Before opening every financial bid, the Bid Capacity of all bidders shall be assessed as per the defined bidding capacity formula, and including the bid value of previous opened financial bid (if any) for which the bidder is LI.
- f) The above process shall be repeated until opening of all the balance financial bids.

However, there might be cases wherein the bidder has bid capacity as per the estimated tender value, but LI quote by the bidder takes it beyond its estimated capacity. Then in such cases, as far as bid capacity clause is concerned, the bidder shall still be considered for award.

#### **Note:**

If it desires, the Employer can include any new clauses and/or modify the proposed clause in the SBD and/or adopt their state / Utility practice, to assess the capacity and capability of the bidder should the circumstances warrant such assessment in an overall interest of the Employer.

## **Section - 3 : Instructions to Bidders and Bid Data Sheet**

## A. Instructions to Bidders

### 1 Scope of Bid and Definitions

In connection with the Notice Inviting Tenders (NIT) Notice specified in **Bid Data Sheet**, the Employer (**Cochin Port Authority**) issues this NIT/ Bidding Document for the Design, Supply, and Installation of Plant (also referred to as the Scope of Work), as specified in **Section 6**, Employer's Requirement. The name and identification of the package for award of contract under this NIT is specified in **Bid Data Sheet**.

Throughout this bidding document:

- a) **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.
- b) **"Applicable Law"** means the laws and any other instruments having the force of law in India, as may be issued and in force from time to time.
- c) **"Employer"/ "Utility"** means the entity, as briefly described in **Bid Data Sheet**, that has issued the Request for Bids for award of the Contract for the Design, Supply, and Installation of Plant (also referred to as the Scope of Work), as specified in **Section 6**, Employer's Requirement.
- d) **"Bid"** means the Technical Part (first Envelope) and the Financial Part (Second Envelope) of its bid submitted by the Bidder who participates in the bidding in response to Notice Inviting Tenders (NIT). It is alternatively also referred to as the tender.
- e) **"Bid Data Sheet (BDS)"** means an integral part of the **Instructions to Bidders (ITB) Section 3**, that is used to reflect issues, details and conditions specific to the procurement, to supplement and/or modify the provisions of ITB.
- f) **"Bidder"** means a legally established professional firm or an entity that may submit its Bid to the Employer in response to the NIT issued by the Employer, to provide/ provision the Plant to the Employer.
- g) **"Contract"** means a legally binding written instrument entered between the Employer/ Utility and the successful Bidder, in the manner and in accordance with the NIT document/ bidding documents, for the Design, Supply and Installation of Plant (also referred to as the Scope of Work), and includes the Letter of Acceptance/ Notification of Award, the Contract Agreement, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices and the documents attached thereto.
- h) **"Day"** means a calendar day, unless otherwise specified as **"Business Day"**. A Business Day is any day that is an official working day of Employer. It excludes Employer's official public holidays.
- i) **"Government"** means the government of India, State Government or Local Government as applicable.
- j) **"in writing"** means communicated in written form (e.g. by mail, e-mail, fax, including that distributed or received through the electronic-procurement system used by Employer).
- k) **"Plant", "Installation Services", "Facilities" (also referred hereinafter as "Works")** used herein shall have the same meaning as ascribed to them in **Section 7**.
- l) **"ITB"** (this **Section 3** of the NIT/ Bidding Documents) means the Instructions to Bidders that, along with other Sections, provides the Bidders with all information needed to prepare and submit their Bids.
- m) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity/ firm where one member has the authority to

conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to Employer for the performance of the Contract. Whether or not bidding by Joint Venture is permitted, is specified in **BDS** and in **Section 2**.

- n) “**NIT**” means the Request for Bids issued by Employer for the selection of the successful Bidder from amongst the bids submitted by bidders(s) who bid against and in response to the Request for Bids Notice (alternatively referred to as **Notice Inviting Tenders (NIT)**) under Two Envelope Single Stage Bidding Process.
- o) “**Sub-contractor**” means an entity to whom the Contractor subcontracts any part of the Works as per the applicable provisions of the Contract while the Contractor remains responsible to Employer for the whole and successful performance of the Contract.
- p) Capitalised terms used herein but not defined specifically shall have the meaning as ascribed to them in Section 5 and Section 6, and elsewhere in NIT/bidding Document.
- q) if the context so requires, “singular” means “plural” and vice versa.
- r) “**TPQMA**” means a “Third Party Quality Monitoring Agency” that the Nodal Agency for RDSS (REC/PFC) engages to carry out Pre-Dispatch inspection of materials at manufacturing facilities of Contractor or Sub Contractor / Sub- Vendors of the Contractor and to carry out the inspection in the field of the works carried out in the RDSS scheme

## 2 **Fraud and Corruption**

The Employer requires compliance with the Anti- Corruption Guidelines/ Laws in force of the relevant Government/ its instrumentalities/ Utility.

The bidders have to execute an “Integrity Pact”(IP) as per the format enclosed in the tender document and also available in the CoPA’s website [www.cochinport.gov.in](http://www.cochinport.gov.in). The Tenderer should sign and upload the “Integrity Pact” duly signed in all the pages duly affixing the firm’s seal, in techno-commercial bid. Bids not accompanied by a duly signed “Pre-Contract Integrity Pact” shall be liable for rejection.

The Independent External Monitors (IEM) for Cochin Port are as follows:

- a) Shri. M J Joseph, ICAS (Rtd.)  
37, Da Costa Square, 3rd Cross,  
Cooke Town, Bangalore – 560 084  
Email: [joseph.iem@cochinport.gov.in](mailto:joseph.iem@cochinport.gov.in)
- b) Shri. Punati Sridhar, IFoS(Retd)  
8C, Block -4, 14-C Cross,  
MCHS Colony, HSR 6th Sector,  
Bangalore -560102  
Email ID : [sridhar.iem@cochinport.gov.in](mailto:sridhar.iem@cochinport.gov.in)

## 3 **Eligibility and Qualification Requirements**

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

Requirements. A Bid shall be rejected if the Bidder submitting the Bid, fails to meet the Eligibility and Qualification Requirements. Bids submitted by those Bidders who meet the Eligibility and Qualification Requirements shall be shortlisted for further evaluation of their bids.

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

**4 Conflict of Interest**

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

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

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

**B. Contents of Bidding Document**

**5 Sections of Bidding Document**

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

PART 1 : Bidding Procedures and Requirements	• Section 1 - Request for Bids Notice
	• Section 2 - Eligibility and Qualification Requirements
	• Section 3 - Instructions to Bidders and Bid Data Sheet
	• Section 4 - Bidding Forms - Technical Part of the Bid
	• Section 5- Bidding Forms - Financial Part of the Bid
PART 2	• Section 6 – Employer’s Requirement

Employer's Requirements	
PART 3 Conditions of Contract and Contract Forms	<ul style="list-style-type: none"> <li>• Section 7 - Conditions of Contract</li> </ul>
	<ul style="list-style-type: none"> <li>• Section 8 - Contract Forms</li> </ul>

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

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

### 6.1 Electronic Procurement

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

### 6.2 Clarifications to Bidding Documents

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

### 6.3 Site Visit

6.3.1 The Bidder is advised to visit and examine the Site where the Plant is to be installed/ Works are to be provided, and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for provision of Plant and Installation Services/ construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.3.2 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

### 6.4 Pre-Bid Meeting

6.4.1 If so specified in the **BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidder is requested to submit any questions in writing, to reach the Employer not later than one day before the meeting.

6.4.2 Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be notified online through electronic-bidding system. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue

of an Addendum pursuant to **ITB 7** and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

## **7 Addenda/ Corrigendum/Amendment of Bidding Document**

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

## **C. Preparation of Bids**

### **8 Cost of Bidding**

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

### **9 Language of Bid**

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

### **10 Documents comprising Bid**

Under the Single Stage Two Envelope bidding process, the Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted by the Bidder simultaneously.

- 10.1** The **Technical Part** shall contain the following:

- a) **Letter of Bid - Technical Part:** prepared in accordance with **ITB 11**;
- b) **Bid Security or Bid-Securing Declaration:** in accordance with **ITB 18**, prepared using the relevant form furnished in **Section 4 - Bidding Forms - Technical Part** of the Bid
- c) **Authorization:** Document authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB 19.3 or ITB 19.4**, as may be applicable, prepared using the bidder's own format;
- d) **Bidder's Eligibility:** documentary evidence in accordance with **ITB 16.1** establishing the Bidder's eligibility to Bid as per the requirements specified in Section 2/ Section 3;
- e) **Qualifications:** documentary evidence in accordance with **ITB 16.2** establishing the Bidder's compliance to the Qualifications Requirements specified in Section 2/ Section 3, along with duly filled in form for compliance of Qualification Requirements, furnished in Section 4 - Bidding Forms - Technical Part of the Bid;
- f) **Eligibility of Goods/ Works/ Plant and Installation Services:** documentary evidence in accordance with **ITB 16.1**, establishing the eligibility of the Works to be supplied by the Bidder
- g) **Conformity:** Undertaking on Compliance of terms & conditions of the Bidding Documents

including Scope of Services and other related requirements, towards documentary evidence in accordance with **ITB 15.1**, prepared using the relevant form furnished in **Section 4 - Bidding Forms - Technical Part of the Bid**; and any other document if required as per **BDS**.

In addition to the requirements as aforesaid, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members, a Joint Deed of Undertaking and Power of Attorney. The Joint Deed of Undertaking and the Power of Attorney shall be prepared using the relevant form furnished in **Section 4 - Bidding Forms - Technical Part of the Bid**

h) any other document if required in **BDS**.

10.2 **The Price Bid** shall contain **Price Schedules**: prepared in accordance with **ITB 11, ITB 13 and ITB 14**;

10.3 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

## 11 **Process of Bid Submission**

(a) The Letter of Bid – Technical Part shall be prepared using the relevant forms furnished in **Section 4 - Bidding Forms - Technical Part of the Bid**.

(b) The priced Schedules for the Plant and Installation Services/ Works shall be prepared using the relevant forms furnished in **Section 5 - Bidding Forms - Financial Part of the Bid**. The forms must be completed without any alterations to the text, except as provided under **ITB 19.3** for which the bidder can use its own format. All blank spaces shall be filled in with the information requested.

(c) Entire Bid as per **ITB 10** including the Letters of Bid and filled-up priced Schedules for the Plant and Installation Services/ Works, shall be submitted online on e-procurement system specified in **ITB**

(d) Details and process of online submission of the Bid/ tender and relevant documents are given in **ITB 6.1** and the concerned website referred therein.

### 11.1 **Submission of Original Documents**

11.2 The Bidders are also required to separately submit the hard copy of the documents, if any mentioned in **BDS**, at Employer's address specified in **BDS**, so as to reach the office before the opening of the Technical Part of the Bid, either by registered/speed post/courier or by hand, failing which the bids are liable to be declared non-responsive.

11.3 Hard copy of rest of the Bid or any document, other than those specified in **ITB 11.3** are not to be submitted. Employer may, however, seek submission of hard copy of any of the other documents forming part of the Bid or any other supporting/ related document from any of the bidders during the process of evaluation of the Bids, without permitting change in substance of the Bid.

## 12 **Alternative Bids**

Alternative Bids are not permitted and shall not be considered

## 13 **Bid prices and Discounts**

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

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

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

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

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

**Schedule No. 2: Installation of Equipments**

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

**Schedule No. 4: Recommended Spare Parts**

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

13.4.1 Supply of Equipments (Schedule No. 1):

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

13.4.2 Installation Services (Schedule No. 2):

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

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

#### 13.4.3 Grand Summary (Schedule No. 3):

- i. The total amount of each of the components from each of Schedule No.1 and Schedule No. 2 corresponding to the Plant and Installation Services, shall be summarized in the schedule titled Grand Summary, (Schedule 3). Aggregate of the total amount as per **ITB 13.5.1 (i)** and **ITB 13.5.2 (i)**, giving the total **Bid price**, excluding GST, is to be entered in the Letter of Bid. The total amount towards GST, that is aggregate of the total amount as per **ITB 13.5.1 (ii)** and **ITB 13.5.2** is to be indicated separately in Schedule No. 3 and entered separately in the Letter of Bid .

#### 13.4.4 Recommended Spare Parts ( Schedule No. 4)

- a) Recommended spare parts shall be quoted separately (Schedule 4) in the manner and as specified in subparagraph 13.4.1 above. The terms CIP, CIF, EXW, FOR and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
- b) Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Price Schedule and will not be paid for separately by the Employer. An item not listed in the price schedule shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the price as specified in **ITB 28.3**, will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
- c) The prices shall be either fixed or adjustable as specified in the **BDS**.
- d) In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- e) In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and Contractor/Bidder's equipment in accordance with the procedures specified in the corresponding **Appendix to the Contract Agreement**. A Bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. If not already specified in **Appendix to the Contract Agreement stated above**, bidders are required to indicate the source of labor and material indices in the corresponding Form in **Section 4**. Bidding Forms – Technical Part of the Bid.
- f) The Bidder shall be free to use transportation through carriers registered in India. Similarly, the Bidder may obtain insurance services from India.

13.5 Bidders wishing to offer any unconditional price reduction (discount) for the award of the package (Contract), shall specify in their Letter of Bid the price reduction applicable to such package, and the manner in which the price reductions will apply. Any conditional discount shall not be considered for evaluation, however, the Employer may consider the same in case of award of Contract on the Bidder.

13.6 The total amount as per **ITB 13.5.1 (i)** and **ITB 13.5.2 (i)**, from each of Schedule No.1 and Schedule No. 2, corresponding to the Plant and Installation Services, respectively, which shall be summarized in the schedule titled Grand Summary, (Schedule 3), and aggregated giving the total **Bid price(s)** of the Bidder, excluding GST and excluding any reduction/ discount offered, shall be brought/ carried forward and entered in the Letter of Bid. Considering reduction/ discount as per **ITB 13.9 and ITB 13.10** (if

applicable), if offered, it shall constitute the quoted Bid price of the Bidder, excluding GST.

13.7 The total amount towards GST, that is aggregate of the amount quoted separately by the bidder as per **ITB 13.5.1 (ii)** and **ITB 13.5.2 (ii)**, shall be considered for evaluation and comparison of bids if so specified in ITB 32.1 (e), and it shall be payable/ reimbursable to the Bidder, in the event of award of contract, as specified in **BDS**

#### 14 Currencies of Bid and Payment

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

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

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

15.2 Wherever and if specified in **Section 6 - Employer's Requirement**, the bidder shall also submit documentary evidence in the form of literature, drawings or data, and a detailed item by item description of the essential technical characteristics of the Plant and Installation Services/ Works, demonstrating substantial responsiveness of the Plant and Installation Services/ Works to the technical specification.

15.3 Wherever and if specified in **Section 6** , Employer's Requirement, the Bidder shall furnish in technical proposal a statement of work methods, equipment, personnel, schedule and any other information as stipulated in **Section 4**, Bidding Forms – Technical Part of the Bid, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the Employer's Requirements and the Time for Completion of the Plant and Installation Services/ Works.

15.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Employer in the Employer's Requirement, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the **Section 6**, Employer's Requirement.

15.5 For major items of Plant and Installation Services if and as listed by the Employer in **Section 2**, Eligibility and Qualification Requirements and **Section 6**, Employer's Requirement, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices, on this account, will be permitted.

15.6 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of **Section 2** and **Section 6**.

#### 16 Documents Establishing the Eligibility and Qualifications of the Bidder and Eligibility of Plant and Installation Services.

16.1 To establish Bidder's eligibility and eligibility of Plants and Installation Services/ Works in accordance with **ITB 3** and **Section 2**, Eligibility Requirements, Bidders shall complete the Letter of Bid – Technical Part, and other forms included in **Section 4 - Bidding Forms - Technical Part of the Bid**.

16.2 The documentary evidence of the Bidder's eligibility and qualifications, and eligibility of Plant and

Installation Services, to be furnished as per **Section 4 - Bidding Forms - Technical Part of the Bid**, for the Bidder to be considered for award of the Contract, shall establish to the Employer's satisfaction that the Bidder meets each of the Eligibility and Qualification Requirements and establishes eligibility of Plant and Installation Services/ Works, specified in **ITB 3 and Section 2**

#### **17 Period of Validity of Bids**

- 17.1 Bids shall remain valid until the date specified in the **BDS** or any extended date if amended by the Employer in accordance with **ITB 7**. The Bid Validity period starts from the Bid submission deadline (as prescribed by the Employer in accordance with **ITB 21.1**). A Bid that is not valid until the date specified in the **BDS**, or any extended date if amended by the Employer in accordance with **ITB 7**, shall be rejected by the Employer as nonresponsive.
- 17.2 In exceptional circumstances, prior to the expiry of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested (in accordance with **ITB 18**), it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in this **ITB 17.2**

#### **18 Bid Security/ Bid Securing Declaration**

- 18.1 Unless otherwise the provision for submission of Bid Securing Declaration is specified in the **BDS**, the Bidder shall furnish as part of the Technical part of its Bid, a Bid security in original form, and in the amount specified in the **BDS**.
- a) If a Bid Security is specified pursuant to **ITB 18.1**, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option: an unconditional guarantee issued by a nationalized/ scheduled commercial bank located in India;
  - b) a cashier's or certified check or demand draft from a Nationalized/ Scheduled commercial bank located in India; or
  - c) another form security, if specified in the **BDS**.
- 18.2 In the case of a bank guarantee, the Bid security shall be submitted using the Bid Security Form included in Section 4, Bidding Forms - Technical Part of the Bid. The form must include the complete name of the Bidder. The Bid Security shall be valid for ninety (90) days beyond the original validity period of the Bid, or beyond any period of extension if requested under **ITB 17.2**.
- 18.3 If a Bid Security is specified pursuant to **ITB 18.1**, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 18.4 If a Bid Security is specified pursuant to **ITB 18.1**, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful bidder's signing the contract and furnishing the Performance Security pursuant to **ITB 43** and **ITB 45**
- 18.5 The Bid Security of the successful bidder shall be returned as promptly as possible once the successful bidder has signed the Contract and furnished the required Performance Security.
- 18.6 The Bid Security may be forfeited, or action may be taken as per the Bid Securing Declaration:
- (a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid
    - Technical Part, or any extension thereto provided by the Bidder; or if the Bidder does not accept the correction of its Bid Price pursuant to **ITB 33**; or
  - (b) if the successful Bidder fails to:
    - i. sign the Contract in accordance with **ITB 43**; or
    - ii. furnish a performance security in accordance with **ITB 44**
- 18.7 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid.

**18.8** If a Bid Security is not specified pursuant to **ITB** and Bid Securing Declaration is specified: and

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid Form, except as provided in **ITB 17.2**; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with **ITB 43**; or
  - (ii) furnish a Performance Security in accordance with **ITB 44**;

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

## **19 Format and Signing of Bid**

The Bidder shall prepare the Bid, in accordance with **ITB 10**.

Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall be in the form of the document as specified in **BDS** and shall be submitted/ uploaded along with the Bid as per **ITB 11**.

In the case that the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives, which shall be submitted/ uploaded along with the Bid as per **ITB 11**. Corrections, if any, can be carried out by editing the information before electronic submission on e- procurement portal.

### **D. Submission of Bids**

## **20 Submission of Bids**

Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in **ITB 6.1**. Detailed guidelines for viewing bids and submission of online bids are as per **ITB 6.1** and the website referred therein. A prospective bidder can submit its bid online only for which the bidder (in case of JV, the authorised representative of the JV as per **ITB 19.4**) is required to have enrolment/registration and should have valid Digital Signature Certificate (DSC) as specified in **ITB 6.1** in **BDS**. The Bidder should go through them carefully and submit its bid, along with the specified documents failing which the bid is liable to be rejected.

The completed Bid comprising of documents indicated in **ITB 10**, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates/ documents as are mentioned in different sections in the bidding document. Further, if so specified in **ITB 11.3**, the Bidders shall ensure submission of hard copy of documents as mentioned therein.

All the uploaded documents are required to be signed digitally by the bidder. Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

## **21 Deadline for Submission of Bids**

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

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

## **22 Late Bids**

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

## 23 **Withdrawal, Substitution, and Modification of Bids**

- 23.1 Bidders may modify their bids by using the appropriate option for bid modification on e- procurement portal before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document, if applicable. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is allowed only upto the deadline for submission of bids as specified in **ITB 21**.
- 23.2 Bids requested to be withdrawn in accordance with **ITB 23.1** shall not be opened.
- 23.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid (Technical Part), or any extension thereof. This will result in the forfeiture of the Bid Security or be sufficient ground for action by Employer against the bidder under the Bid Securing Declaration, as may be applicable pursuant to **ITB 18**

### **E. Public Opening of Technical Parts of Bids**

## 24 **Public Opening of Technical Parts of Bids**

The Employer shall, at the Bid opening, publicly open online the Technical Parts of all Bids, except as in the cases specified in **ITB 22** and **ITB 23.2**, received by the deadline of bid submissions as specified in **ITB 21**, at the date, time and place specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. Bidder's names, and such other details as the Employer may consider appropriate will be notified by the Employer at the time of bid opening.

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

At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid (except the cases, in accordance with **ITB 22** and **ITB 23.2**).

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

- (a) the name of the Bidder; and
- (b) the presence or absence of a Bid Security or a Bid-Securing Declaration.

The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

### **F. Evaluation of Bids - General Provisions**

## 25 **Confidentiality**

Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders, or any other persons not officially concerned with the Bidding process.

Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.

Notwithstanding **ITB 25.1**, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in

writing.

## 26 Clarification of Bids

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

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

## 27 Deviations, Reservations, and Omissions

During the evaluation of Bids, the following definitions apply:

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

## 28 Nonmaterial Nonconformities, Errors and Omissions

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

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

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

## G. Evaluation of Technical Parts of Bids

### 29 Evaluation of Technical Parts

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

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

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

Bidder that submitted the Bid except if provided in the specified Qualification Requirement itself.); and

- (c) whether the Bids submitted by the Bidders complying with the requirements specified in (a), and (b) above have been determined to be substantially responsive to the NIT/bidding document, as per **ITB 30**

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

- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in **Section 2** and/ or **Section 6**; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid;
- (b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- (c) other relevant factors, if any, listed in the NIT/ bidding document.

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

### 30 **Determination of Responsiveness**

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

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

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

## **H. Public Opening of Financial Parts of Bids**

### 31 **Public Opening of Financial Parts**

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

- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document; and
- (b) Financial Part of their Bid will not be opened.

- 31.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Eligibility Requirement, Qualification Requirement and other specified requirement, advising them of the following information:
- (a) their Bid has been evaluated as substantially responsive to the requirements of bidding document and the specified requirements;
  - (b) Financial Part of their Bid will be opened online at the public opening of the Financial Parts; and
  - (c) notify them of the date, time and location of the second public opening of the Financial Parts of bid, and the address thereof. In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.
- 31.3 All efforts may be made to have the opening date that should allow Bidders sufficient time to make arrangements for attending the opening if they so choose, however as the opening is in online mode and bidder's get due notification of bid opening and can witness the opening online, the date of opening may be set accordingly based on Employer's requirements. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of bid opening
- 31.4 The Employer shall prepare a record of the Bid opening, that shall include, as a minimum:
- (a) the name of the Bidder; and
  - (b) the Bid price, for the package, including any discounts
- 31.5 Only Financial Parts of Bids that are opened at Bid opening shall be considered for further evaluation

#### **I. Evaluation of Financial Parts of Bids**

### **32 Evaluation of Financial Parts**

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

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

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

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

### **33 Correction of Arithmetical Errors**

The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction. However there would be a manual recalculation and in the case of discrepancy between system generated and manual prices, the manually calculated prices shall prevail.

Any bid which is found to have tampered or modified the electronic logic of the e- procurement system for calculating the total amount from unit rates and quantities, and/ or in populating the amount in words from

the amount in figures, is liable to be rejected and the case shall be dealt against the bidder under the Integrity Pact and conditions of the NIT/ bidding documents including those regarding fraud etc..

**34 Comparison of Financial Parts**

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

**35 Preference**

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

**36 Abnormally Low Bids**

An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns

**37 Unbalanced or Front Loaded Bids**

The Bid that is evaluated as the lowest evaluated cost/price, shall be considered by the Employer as unbalanced or front loaded, if the quoted price of supply portion exceeds the percentage specified in **BDS** of the total quoted **Bid price**, after evaluation and excluding GST. In such a case, The bidder shall be required to furnish an additional performance security pursuant to **ITB 44.1**

**38 Most Advantageous Bid**

38.1 Having compared the evaluated cost/price of Bids as per **ITB 34**, and applying the provisions of **ITB 35**, the Employer shall determine the Most Advantageous Bid (alternatively referred to as **L1 Bid**). The Most Advantageous Bid is the Bid of the Bidder (also referred to as the **successful bidder**) who meets the specified requirements as per **Section 2** and **Section 3**, and whose Bid has been determined to have the lowest evaluated price/cost subject to **ITB 35**.

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

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

**39 Employer's Right to Accept Any Bid, and to Reject Any or All Bids.**

The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, if applicable as per **ITB 18** and submitted, shall be promptly returned to the Bidders.

**J. Award of Contract**

**40 Award Criteria**

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

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

The award shall be made as follows:

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

above}

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

**41 Employer’s Right to make minor adjustments at the time of Award**

At the time the Contract is awarded, the Employer reserves the right to invite the Bidder whose Bid is determined to be the Most Advantageous Bid as per **ITB 38**, for discussions if any minor adjustments in the Contract are required, without any substantial change in the terms and conditions of the bidding document

**42 Notification of Award**

Prior to the date of expiry of the Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The Notification of Award (hereinafter and in the Contract Forms also called the “**Letter of Acceptance**”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). Until a formal Contract is prepared and executed, the Letter of Acceptance/ Notification of Award shall constitute formation of a binding Contract

**43 Signing of Contract**

Promptly upon issue of Letter of Acceptance/ Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within twenty-one (21) days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements including L2 schedule between the Employer and the successful Bidder. L-2 schedule should be submitted, discussed, amended (if so required) within overall L-1 schedule and accepted by owner before signing of contract agreement. Also, CPG should be submitted, verified from issuing bank legally vetted and approved before signing of contract agreement.

Within twenty-one (21) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with **ITB Clause 44**; and (b) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) above.

**44 Performance Security**

44.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance/ Notification of Award from the Employer, the successful Bidder shall furnish the Performance Security & Additional performance security (if applicable), in Indian Rupees, in accordance with the GCC and in the amount, form and details specified in the **BDS**, further subject to **ITB 37**.

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

**45 Source of Funds**

The Employer named in the Bidding Documents intends to use the capital subsidy {60% (90% in case of special category states) of cost of the infrastructures in the project} under Revamped Reforms-based and Results- linked, Distribution Sector Scheme (RDSS), a Government of India flagship program for bringing down the costs and improve the efficiency of supply of the electricity in the states, 40% (10% in case of special category states) to be arranged by the State Government/Employer through loans from REC/PFC/ or other FIs/own resources. However, the payment as per the contract payment terms will be released timely by the Employer, without any linkage to disbursement of the funds under RDSS scheme

**46 Dedicated bank account of Contractor**

If required by the Employer, the Contractor may be required to create a dedicated bank account for usage of the funds under the project, the Contractor may be required to provide the details of the transactions under this account to the Employer at the time of key milestones as defined by the Employer

## I. Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Notice Inviting Tenders (NIT) is :</p> <p>The Employer is: [Cochin Port Authority]</p> <p>The name and identification of the package under this NIT is</p>
	B. Contents of Bidding Document
ITB 6.1	<p>Bidding against NIT shall be conducted through/ with Electronic – Procurement (e- Procurement/ e- Tendering) System.</p> <p>Employer shall use the following Electronic-Procurement system to manage this Request for Proposal (RFP) process:</p> <p><a href="http://www.tenderwizard.com/COPT">www.tenderwizard.com/COPT</a> The electronic-procurement system shall be used to manage the following part of the bidding process under the NIT:</p> <p>Issuing NIT/ Bidding document, amendments/ corrigendum/ addendums/ clarifications, etc.,submissions of bids, opening of Bids, etc.</p>
<b>ITB 6.2</b>	<p>A Bidder requiring any clarification of the bidding document may notify the Employer online through the electronic bidding system if provisioned/ permitted or through e-mail at the following e-mail address:</p> <p><a href="mailto:dycmeele@cochinport.gov.in">dycmeele@cochinport.gov.in</a></p> <p><a href="mailto:ajithkumar@cochinport.gov.in">ajithkumar@cochinport.gov.in</a></p> <p>Requests for clarification should be received by the Employer no later than: <b>(30.12.2024)</b></p>
<b>ITB 6.5</b>	<p><b>A Pre-Bid meeting shall take place at the following date, time and place:</b> 30.12.2024</p> <p>Time: 11am thro' VC</p> <p>Place: Dy CME (Ele) Office</p>

	<b>C. Preparation of Bids</b>
<b>ITB 10.2.8</b>	The Bidder shall submit the following additional documents in Technical Part of its Bid:
	<ol style="list-style-type: none"> <li>1) Integrity Pact, prepared using the relevant form furnished in <b>Section 4</b> - Bidding Forms - Technical Part of the Bid;</li> <li>2) Self-certified copy of the document to establish legal status of the firm viz. Certificate of Incorporation issued under The Companies Act / The Limited Liability Partnership Act / Partnership deed etc. as applicable;</li> <li>3) Self-certified copy of PAN;</li> <li>4) Self-certified copy of GST Registration;</li> <li>5) Self-certified copy in support of MSME, if applicable</li> </ol>
<b>ITB 10.3.3</b>	The Bidder shall submit the following additional documents in its Financial Part of its Bid:
ITB 11	<p>Bid Documents can be downloaded from the e-Tendering portal <a href="http://www.tenderwizard.com/COPT">www.tenderwizard.com/COPT</a> on the dates specified in the above table by making online requisition. Bid Document will also be available in Cochin Port website (<a href="http://www.cochinport.gov.in">www.cochinport.gov.in</a>) as well as Central Public Procurement (CPP) Portal which can be downloaded for submission. The cost of Bid Document shall be furnished in the form of Demand Draft/ Pay Order/Banker's Cheque drawn in favour of FA &amp; CAO, CoPA along with the submission of Bid. Payment can also be made online mode (NEFT/RTGS) as per Bank details at <b>ITB 18.1</b>.</p> <p>The Bidders need to obtain the onetime User ID &amp; password for log-in to <b>e-Tendering</b> system from the service provider M/s. <b>KEONICS</b> by paying registration amount of <b>Rs.1124/-</b> by online payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore".</p> <p>The intending Bidder must have valid Class-II or III digital signature certificate to submit the Bid. For further details and to obtain the digital signature please contact e-Tender Help Desk No.080-49352000 / 9605557738.</p> <p>Bids shall be submitted "<b>online</b>" on the website <a href="http://www.tenderwizard.com/COPT">www.tenderwizard.com/COPT</a> strictly in accordance with the Instructions to Bidders and Terms &amp; Conditions given in the Bid Document. No Bids shall be accepted off-line (Hard copy).</p> <p>The Bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the Queries of Bidders etc., if any, issued by CoPA, from the e-Tendering Portal or CoPA website or CPP Portal before submission of the Bid. Bids with any shortfall in submissions of the said Addenda/ Amendments/Errata/Replies to the queries of Bidder etc. duly signed along with the downloaded Documents while submitting the Bid, are liable for rejection. Incomplete Bid Documents may be rejected.</p>

ITB 11.3	The bidders are not required to submit hard copy of any of the documents in original along with the Bid.
ITB 13.5.1(i), ITB 13.5.2 (i)	<b>Final Destination (Site/ Project Site) is : W/Island, Vallarpadam and Puthuvype</b>
ITB 13.6	The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract.  The adjustment of contract price, if provided, will be done in accordance with Appendix to Contract Form.
ITB 13.11	GST applicable in India, on the Plant and Installation Services provided/ supplied by the Contractor to the Employer under the Contract shall be paid/ reimbursed by Employer against requisite documents, at actuals.
ITB 17.1	The Bid shall remain valid until i.e. upto and including <b>180 days</b> reckoned from the deadline for Submission of Bids specified in ITB 21.1, as may be extended by the Employer from time to time in accordance therewith.
ITB 18.1	A Bid Security of Rs. 22,90,900/- shall be furnished in the form of <b>Account Payee Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt</b> from a Commercial Bank in favour of "FA&CAO, Cochin Port Authority", payable at Cochin or online payment in an acceptable form safeguarding the purchaser's interest in all respects)  Bank details of Cochin Port Authority are as follows: State Bank of India, Cochin Port Authority Branch, IFSC Code: SBIN0006367, Account No.41401802288.
<b>ITB 19.3</b>	Power of Attorney/Letter of Authority
	<b>D. Submission of Bids</b>
<b>ITB 21.1</b>	The Deadline for Submission of Bids by uploading on e- Procurement system specified in <b>ITB 6.1 and ITB 11</b> including submission of original documents in hard copy if any specified in <b>ITB 11.3</b> , is:
	<b>E. Public Opening of Technical Parts of Bids</b>
<b>ITB 24.1</b>	The online opening of Technical Part of Bids, shall take place at: ----- In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.
	<b>F. Evaluation of Bids - General Provisions</b>
<b>ITB 28.3</b>	The adjustment shall be based on the <b>[insert "average" or "highest"]</b> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
	<b>I. Evaluation of Financial Part of Bids</b>
<b>ITB 32.1 (e)</b>	Amount shall be quoted including GST

<b>ITB 32.1(f)</b>	<p>The Employer's evaluation of a Bid <b>shall also require</b> the consideration of <b>factors listed herein below</b>. Wherever specified, the adjustments shall be determined using the criteria and methodology mentioned in Section 6. Employer's Requirement</p> <p>(a) Time for Completion: The Plant and Installation Services specified in Employer's Requirement are required to be supplied / provided within the specified Time for Completion. No credit will be given if provided/ supplied before the specified date or period, and Bids offering supply/ completion after the final date/ specified period shall be treated as nonresponsive;</p> <p>(b) Deviation in payment schedule/ terms and conditions of payment: Bidders shall state their Bid price for the payment schedule outlined in the Conditions of Contract. Bids shall be evaluated on the basis of this base price. If a Bid deviates from the specified payment schedule/ terms and conditions of payment, it shall be treated as non-responsive;</p>
<b>ITB 35.1</b>	<p>Only Class -I suppliers are eligible for the bid 'Class -I local supplier' means a supplier or service provider , whose goods , services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'. The local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%.</p>
<b>ITB 37</b>	<p>The percentage is 70%</p>
<b>J. Award of Contract</b>	
<b>ITB 44.1</b>	<p>The Performance Security amount is Rs. 57,27,151.00 . The Standard Form of Performance Security acceptable to the Employer shall be as specified in <b>Section 8. Contract Forms</b>.</p>

## Annexure I (BDS)

### **Bidder Help Manual for E-Bidding**

This tender is an e-Tender and is being published online for “ ... ” under “Revamped Reforms-Based Results-Linked Distribution Sector Scheme. The tender is invited in **Single Stage Two-Envelope Bidding Process** from the registered and eligible firms through e-procurement portal of Government of Kerala (etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) Online Bidder registration process:

#### A. Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting:
  - Date:** .....
  - Time:** .....
  - Venue:** .....
  - Phone:**.....
  - Email:**.....
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) and shall not be available elsewhere.
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. **Opening of Financial Bids:** Bids of the qualified bidder’s shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date’s section.

B. Documents Comprising Bid:

- i. **Pre-Qualification or Technical Cover(Envelope-I):** Pre-Qualification or technical proposal shall contain the following documents which every bidder has to upload:
  - 1).....
  - 2).....
  - 3).....

Bidders shall take special care to ensure that the scanned copy of uploaded documents shall be clear & legible.

- ii. **Financial Cover(Envelope-II):**
  - 1) .....
  - 2) .....
  - 3) .....

.....  
 .....  
 The Bidder shall complete the Price bid as per format given for download along with this tender.

**Note:** The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

#### C. Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a bid submission fees of ..... and Earnest Money Deposit or Bid Security of ..... The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

**Online Payment modes:** The bid submission fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system. Total amount to be made ( ) as a single payment through online payment (SBI MOPS

Gateway- State Bank of India Multi Option Payment System).

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

#### D. SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained. After registration, bidders shall submit their Technical bid and financial bid online on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) along with online payment of tender document fees and EMD.

For page by page instructions on bid submission process, please visit [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) and click "Bidders Manual Kit" link on the home page.

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

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

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

***The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.***

***Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.***

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**NIT No.:** *[insert number of Bidding process]*

**Title of Procurement/ Contract:** *[Insert here the title]*

**To:** *[insert complete name of Purchaser]*

- 1.0 We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:
- (a) the Technical Part, and
  - (b) the Financial Part.
- 2.0 In submitting our Bid we make the following declarations:
- (a) **No reservations:** We have examined and have no reservations to the bidding document (ITB5), including addenda issued in accordance with Instructions to Bidders (ITB 7);
  - (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3 and Section 3;
  - (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration by the Purchaser in accordance with ITB 10.2.2;
  - (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the all the Goods and Related Services as per the scope mentioned in Part 2, Section 6.;
  - (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended if applicable) from the date fixed for the deadline for submission of Bids (specified in BDS 21.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
  - (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security

in accordance with the bidding document;

- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and meet the requirements of ITB 4.2;
- (h) **Suspension:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a blacklist or a debarment or banned as specified in Section 2, Clause 1.3. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost/price Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (k) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption;
- (l) **(applicable only if the bidder is a Joint Venture as per Section 2 of NIT/ bidding document)** We have bid as a Joint Venture as per Section 2 of NIT/ bidding document) and in accordance with Clause 2.2.7 of Section 2 we declare and confirm that all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms;
- (m) We submit appended herewith, as integral part of the Technical Part of our bid, the details/ documents as listed in the table below in the Forms duly filled, as prescribed, along with supporting documentary evidence as required/ specified. We understand and confirm that we would be solely responsible for any errors or omissions in our Bid and your decision in regard to sufficiency and/ or adequacy of the details/ documents comprising our Bid for determining its completeness shall be final and binding.

Sr.	Document	Status (Submitted/ Not Submitted/ Not Applicable)
1.	This Letter of Bid as per format prescribed in <b>Form 1</b> given in Section 4 of NIT/ bidding document	
2	Bidder Information as per the format prescribed in <b>Form 2</b> given in Section 4 of NIT/ bidding document	
3	Bid Security or Bid Securing Declaration , as may be specified in ITB 18 Section 3 of NIT/ bidding document, in the form of specified in ITB . Bid Securing Declaration in format prescribed in <b>Form 3A</b> given in Section 4 and Bid Security in the form of Bank Guarantee in format prescribed in <b>Form 3B</b> given in Section 4 of NIT/ bidding document.	

4.	Power of Attorney by Lead Joint Venture Member/ Sole Bidder authorizing an Individual Designated Representative for the Joint Venture Bidder/ Sole Bidder as per the format prescribed in <b>Form 4</b> given in Section 4 of NIT/ bidding	
5.	Declaration of conformance of the Bidder and the Facilities offered, to the specified eligibility requirement specified in Section 2 and Section 3, as per the format prescribed in Form 5 given in Section 4 of NIT/ bidding document	
6.	Local Content Certificate for Class I Local Supplier, as specified in Clause 1.5 of Section 2 of NIT/ bidding document, Affidavit of Self certification as per the format prescribed in Form 6 given in Section 4 of NIT/ bidding document or by certificate (format not specified) of Statutory Auditor, as may be applicable	
7	Power of Attorney by each member/ partner of the Joint Venture in favour of Lead member/ partner as per format prescribed in Form 7 given in Section 4 of NIT/ bidding document (applicable only for Joint Venture Bidder)	
8 A	Joint Deed of Undertaking (JDU) signed by each member/ partner of the Joint Venture, as per format prescribed in Form 8 given in Section 4 of NIT/ bidding document (applicable only for Joint Venture Bidder)	
8 B	Joint Venture Agreement entered amongst all the partners/ members of the Joint Venture in their own format but without violating any of the requirements of the bidding documents and necessarily including the confirmation as specified in Clause 2.2.7 of Section 2 of NIT/ bidding document (applicable only for Joint Venture Bidder)	
9	Details/ Data and documentary evidence in support of meeting the Qualification Requirement specified in Section 2 of NIT/ bidding document, as per the format prescribed in Form 9 given in Section 4 of NIT/ bidding document	
10.	The details of all major items of Plant and Installation Services proposed to be subcontracted in case of award, indicating name and nationality of the proposed subcontractor/sub-vendor for each item, as per the format prescribed in Form 10 given in Section 4 of NIT/ bidding document. as per the format prescribed in Form 1 given in Section 4	

11.	Form of Undertaking on Compliance of Terms & Conditions of the NIT/ bidding document including Scope of Work and other related requirements, as per the format prescribed in Form 11 given in Section 4 of NIT/ bidding document, subject to SI No. 12 below of this table	
12	Statement of Deviation from the requirements specified in the NIT/ bidding documents including Conditions of Contract, Employer's Requirement/ Specification and Drawings etc, including, inter alia, the cost of withdrawal thereof, as per the format prescribed in Form 12 given in Section 4 of NIT/ bidding document	
13	Work Completion Schedule, as per the format prescribed in Form 13 given in Section 4 of NIT/ bidding document	
14	Guarantee Declaration, as per the format prescribed in Form 14 given in Section 4 of NIT/ bidding document	
15	Information regarding ex-employees of Employer in our firm, as per the format prescribed in Form 15 given in Section 4 of NIT/ bidding document	
16	Filled up information regarding Price Adjustment Data, as per the format prescribed in Form 16 given in Section 4 of NIT/ bidding document	
17	Option for Interest bearing Initial Advance payment and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises, as per the format prescribed in Form 17 given in Section 4 of NIT/ bidding document	
18	Declaration for tax exemptions, reductions, allowances or benefits, as per the format prescribed in Form 18 given in Section 4 of NIT/ bidding document	
19	Bank Guarantee verification checklist, as per the format prescribed in Form 19 given in Section 4 of NIT/ bidding document	
20	Additional Information, if any, as per the format prescribed in Form 20 given in Section 4 of NIT/ bidding Document	

21	Integrity Pact, duly signed on each page by the person signing the bid, as per the format prescribed in Form 21 given in Section 4 of NIT/ bidding document	

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

**(a) Contact Person**

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

Name: .....

Designation: .....

Company: .....

Address: .....

Mobile: .....

Phone: .....

Fax: .....

Email: .....

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

at..... [Insert place].

Signature {(of Bidder's authorized Bid Signatory (ies))<sup>#</sup> {In full and initials}: \_\_\_\_\_

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

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

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

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

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

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

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

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

**(Appendix to Technical Part of the Bid)**

## Format for Bidder

## Information Sheet

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

NIT No.: *[insert details]*Package Name/ Contract Title: *[insert details]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

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

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

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

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

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

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

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

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

Email:

{insert the authorized Bid Signatory’s email address}\_\_\_\_\_

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

**(Appendix to Technical Part of the Bid)**

Format of Bid Securing Declaration (if applicable)

BID SECURING DECLARATION

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

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

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

I/we shall be suspended from and shall not be eligible to participate for a period of [... to be filled in by the Utility as per ITB 18.8....] year from date of issue of the suspension order, in the bidding against any of the Notice Inviting Tenders/ Invitation For Bids/ Request for Proposal/ Bid etc. issued by [Name of Discom] during that period .

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

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

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

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

**(Appendix to Technical Part of the Bid)**

Format of Bank Guarantee for Bid Security

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

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

To:

[Utility]

[Address]

Dear Sir/ Madam,

WHEREAS..... [Insert name of the Sole Bidder] / [ insert name of the Lead Joint Venture Member followed by the words “ representing Joint Venture of [ insert names of all the members of Joint Venture]”] with address ..... [Insert address of Sole Bidder /Lead Joint Venture Member] having its registered office at ..... [Insert address of the Sole Bidder /Lead Joint Venture Member] (Hereinafter, the “Bidder”) wishes to participate in Tender No. [Tender Details] (the “NIT”) issued by [Utility] (hereinafter, the “Utility”) for [ name of the Package/ Contract title].

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

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

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

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

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

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

**INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE**

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

**(Appendix to Technical Part of the Bid)**

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

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

Know all men by these presents, we ..... *[Insert name and address of the registered office of the Lead Consortium Member of the Bidding Consortium/ Sole Bidder]* do hereby constitute, appoint, nominate and authorize Mr./Ms.

.....*[Insert name and residential address]*, who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to NIT/ Tender No. **[NIT/ Tender Details]** for **[Insert name of Package/ Contract title]** (the "Project") issued by **[Utility]**, including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which Utility may require us to submit. The aforesaid attorney is further authorized for making representations to Utility, and providing information / responses to Utility, representing us in all matters before Utility, and generally dealing with Utility in all matters in connection with our Bid till the completion of the bidding process as per the terms of the NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us. All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

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

**Accepted**

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

**Attested**

.....  
(Signature of the executant)  
(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution

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

- 1. **WITNESS 1.....(Signature)**  
Name .....
- Designation.....
- 2. **WITNESS 2.....(Signature)**  
Name.....
- Designation.....

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**Notes:**

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

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**(Appendix to Technical Part of the Bid)**

Format of Declaration of conformance of the Bidder and the Facilities offered, to the specified eligibility requirement

NIT No.: *[insert details]*

Package Name/ Contract Title: *[insert details]*

Bidder's Name and Address: To: **XXXXXX** (*Name and Address of Employer*)

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

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

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

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

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

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

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

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

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

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

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

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

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

**(Appendix to Technical Part of the Bid)**

Format for Affidavit of Self certification regarding Local Content in line with  
PPP-MII order and #MoP Order/DoT order

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

NIT No.: *[insert details]*

Package Name/ Contract Title: *[insert details]*

Bidder's Name and Address:

To: **XXXXXX** *(Name and Address of Employer)*

*{In case of JV bidder, mention name*

*and address of all the Joint Venture members }*

I We \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_ Resident  
of \_\_\_\_\_, on behalf of the firm(s) named above, hereby solemnly affirm  
and declare as under:

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

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

Or

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

and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/POWERGRID or any other Government authority for the purpose of assessing the local content of plant/goods/material/ services/works supplied by me for..... *[insert the reference of NIT and name of Package/ Contract title]*.

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

That the 'Local Content 'as defined in the PPP-MII order and #MoP order /DoT order in the plant/goods/material/ services/works supplied by me for ..... **(insert the name of the package)** is ..... percent (%).

That the plant/goods/material/ services/works supplied by me for ..... **(insert the name of the package)** meet the 'Local Content' requirement as defined in the PPP-MII order **and #MoP order /DoT order for 'Class –I local supplier'/'Class-II Local supplier (choose as applicable).**

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

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

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

- i Name and details of the Local Supplier  
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Plant/goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Local Content prescribed for **'Class –I local supplier'/'Class-II Local supplier (choose as applicable)**
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works

- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

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

\_\_\_\_\_  
Signature {(of Bidder's authorized Bid Signatory (ies))<sup>#</sup> {In full and initials}}:

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

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

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

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

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

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

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

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

***# choose as applicable while preparing bidding documents***

**Form 7****(Appendix to Technical Part of the Bid)**

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

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder ..... have formed a Joint Venture under the laws of ..... and having our Registered Office(s)/Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge, do hereby constitute, nominate and appoint M/s ..... a Company incorporated under the laws of ..... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge" or "Lead Partner" or "Lead Member" or "Leader") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Request for Bids (NIT)/ Request for Proposals (RFP) No. .... for Package ..... the bids for which have been invited by ..... (insert name of the Employer along with address) ..... (hereinafter called the 'Employer') to undertake the following acts :

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

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

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

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

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

for and on behalf of the Partners of Joint Venture

.....

.....

.....

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

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

WITNESS

1. Signature.....

Name .....

Designation .....

Occupation .....

2. Signature.....

Name .....

Designation .....

Occupation .....

Note:

1. For the purpose of executing the power of attorney , the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
  
2. The power of attorney shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed and notarized.

**(Appendix to Technical Part of the Bid)**

Format of Joint Deed of Undertaking by the Joint Venture Partners/ Members

THIS JOINT DEED OF UNDERTAKING executed on this..... day of ..... Two Thousand and..... by .....a company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns ) and M/s. .... a Company incorporated under the laws of ..... and having its Registered Office at ... (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Request For Bids (NIT)/ Request for Proposal (RFP) No..... for ..... (insert name of the package along with project name) ..... of ..... (insert names of the Employer) ....., a Company incorporated under the Companies Act of 1956 having its registered office at .....(insert registered address of the Employer)..... (hereinafter called the "Employer").

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

AND WHEREAS the Employer invited bids as per the above mentioned Package for the design, supply and installation of the Plant as stipulated in the Bidding Documents for ..... (insert name of the package along with project name) .....

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

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated ..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Section 2/ Section 3 of the Bidding Documents, has been signed in accordance with the provisions contained therein.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner/ Lead Member/ Authorized Representative/ Partner-in- Charge of the Joint Venture, and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the

1. successful performance of the Contract and shall be fully responsible for the design, supply and installation of the Plant and for successful performance of the Contract in the event of award and performance of equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in **Appendix – I** (*to be suitably appended by the Parties along with this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favor of the Employer in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

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

<p>Common Seal of ..... has been affixed in my/ our presence pursuant to Board of Director's Resolution dated .....</p> <p>Name .....</p> <p>Designation .....</p> <p>..... Signature</p> <p>.....</p> <p>WITNESS :</p> <p>I. ....</p> <p>II. ....</p>	<p>For Lead Partner (Party No.-1) For and on behalf of M/s .....</p> <p>(Signature of the authorized representative)</p>
<p>Common Seal of ..... has been affixed in my/ our presence pursuant to Board of Director's Resolution dated .....</p> <p>Name .....</p> <p>Designation .....</p> <p>..... Signature</p> <p>.....</p> <p>WITNESS :</p> <p>I. ....</p> <p>II. ....</p>	<p>For Party No.-2</p> <p>For Lead Partner (Party No.-2) For and on behalf of M/s .....</p> <p>(Signature of the authorized representative)</p>

<p>Common Seal of .....                  has been affixed in my/ our presence pursuant                  to Board of                  Director's Resolution dated .....                  Name .....                  Designation .....                  Signature .....</p> <p>WITNESS :                  I. ....                  II. ....</p>	<p>For Party No.-3                  For and on behalf of M/s.                  .....                  For and on behalf                  ..... of M/s.....                    (Signature of the authorized                  representative)</p>
--	---

Note:

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

**(Appendix to Technical Part of the Bid)**

Joint Venture Agreement

**(no specified format, bidders to use own format)**

**Form 9**

**(Appendix to Technical Part of the Bid)**

Format for Details/ Data and Documentary Evidence in support of meeting the Qualification Requirement

**Notes on Form of Qualification Information**

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

NIT No.: *[insert details]*

Package Name/ Contract Title: *[insert details]*

Page\_of\_\_pages

(Qualifying Requirement Data)

Bidder’s Name and Address: To: **XXXXXX (Name and Address of Employer)**

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

Dear Ladies and/or Gentlemen,

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

\* We have submitted bid as individual firm.

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

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

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

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

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

- I. Attached copies of original documents defining:
  - a) The constitution or legal status;
  - b) The principal place of business;
  - c) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms).
  
- II. Attached original & copies of the following documents.
  - a) Written power of attorney of the signatory of the Bid to commit the bidder.
  - b)\*\* Joint Venture Agreement (\*\* *To be submitted only in case of Joint Ventures. Strike off in case of individual firms.*)
  
- III. Technical Experience QR Data/ Details/ Document

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

A1.	Name of Bidder/Lead Partner of JV/other partner(s) of JV	
A2.	Name of Contract (executed during the last 7 years up to 31.03.2022):	
A3.	Contract Reference No. & Date of Award	
A4	Name and Address of the Employer/Utility by whom the Contract was awarded e-mail ID Telephone No. Fax No.	

A5(i)  (ii) (iii)	Name of completed work of project execution in electrical Transmission or sub-transmission & distribution sector  Cost of the project % of cost w.r.t. estimated cost of this bid (in %)	
A6	Date of successful execution of the Contract/Date of Commissioning	
A7	Capacity in which the Contract was undertaken (Check One)	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Partner of JV <input type="checkbox"/> Subcontractor <i>(Tick whichever is applicable)</i>
A8	Details/documentary evidence submitted in support of stated experience/Contract	

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

#### I. Financial/ Commercial QE Data/ Details/ Documents

Format B: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture) for financial/ commercial experience in compliance to para 2.2.1, 2.2.2, 2.2.3 of Section-2 [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 2.2.4 of Section-2) is also to be furnished, as applicable, using this format.

1.	Name of Bidder/Lead Partner of JV/other partner(s) of JV	
2.	Net-worth in last three years 1. Financial Year 2020-21 2. Financial Year 2021-22 3. Financial Year 2022-23	: Rslakhs : Rslakhs : Rslakhs

3.	<p style="text-align: center;">Minimum Average Annual Turnover (MAAT)</p> <ol style="list-style-type: none"> <li>1. Financial Year 2018-19</li> <li>2. Financial Year 2019-20</li> <li>3. Financial Year 2020-21</li> <li>4. Financial Year 2021-22</li> <li>5. Financial Year 2022-23</li> </ol>	<p style="text-align: right;">: Rslakhs</p>
4	liquid assets (LA) and/ or evidence of access to or availability of credit facilities	: Rslakhs
5.	Details/documentary evidence submitted in support of stated details	

IV. We understand that:

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

V. We have furnished the following documents/details with Technical Part of our Bid:

A certificate from banker (as per format) indicating various fund based/non fund based

limits sanctioned to the bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary Employer may make queries with the Bidders' bankers.

The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid

**Note:**

- (a) In the event the bidder is not able to furnish the information of its own (i.e. separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/Holding/Parent Company) duly certified by any one of the authority [(i) Statutory Auditor of the bidder /(ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.
- (b) Similarly, if the bidder happens to be a Group/Holding/Parent Company, the bidder should submit the above documents/information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authorities mentioned in Note – 2.3 above certifying that these information/ documents are based on the audited accounts, as the case may be.

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

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

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

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

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

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

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

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

Email:

{insert the authorized Bid Signatory's email address} \_\_\_\_\_

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

**(Appendix to Technical Part of the Bid)**

## Format of Bought-out &amp; Sub-contracted Items

NIT No.: *[insert details]*Package Name/ Contract Title: *[insert details]*

Page\_of\_\_pages

Bidder's Name and Address:

To: **XXXXXX** *(Name and Address of Employer)**{In case of JV bidder, mention name**and address of all the Joint Venture members }*

Dear Sir/ Madam,

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

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

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

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

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

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

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

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

**Form 11****(Appendix to Technical Part of the Bid)**

Format of Undertaking on Compliance of Terms & Conditions of the Bidding Documents including Scope of Work and other related requirements

UNDERTAKING ON COMPLIANCE OF NIT TERMS & CONDITIONS AND OTHER REQUIREMENTS

I/We hereby undertake that I/We have examined/ perused, studied and understood the Request For Bid (NIT) Document in respect of NIT no. \_\_\_\_\_ dated \_\_\_\_\_ and any corrigendum/ addendum/ clarification etc. thereto completely and have submitted my/our Proposal/ Bid in pursuance to the said NIT document for [insert Package Name/ Contract Title].

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

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

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

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

I/We hereby undertake to provide the Plant and Installation Services and undertake to be the single point of contact for Cochin Port Authority for complete Scope of Work and related

I/We hereby undertake that I/We have examined/ perused, studied and understood the Request For Bid (NIT) Document in respect of NIT no. \_\_\_\_\_ dated \_\_\_\_\_ and any corrigendum/ addendum/ clarification etc. thereto completely and have submitted my/our Proposal/ Bid in pursuance to the said NIT document for [insert Package Name/ Contract Title].

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

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

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

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

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

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

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

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

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

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

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

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

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

I/We also hereby affirm the following:

- a) I/ we are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and am/ are not the subject of legal proceedings for any of the foregoing reasons;
- b) I/ we have not, and our directors and officers have not, been convicted of any criminal offence related to our/ their respective professional conduct or the making of false statements or misrepresentations as to our/ their qualifications to enter into a procurement contract within a period of two years preceding the commencement of this procurement process, or have not been otherwise disqualified pursuant to debarment proceedings;
- c) I/ we do not have a Conflict of Interest in the procurement in question as specified in the NIT document.
- d) I/ we comply with the code of integrity and other requirements as specified in the NIT document.

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

at..... [Insert place].

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

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

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

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

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

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

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

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

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

**Form 12****(Appendix to Technical Part of the Bid)**Format of Alternative, Deviations and Exceptions to the Provisions of NIT  
DocumentNIT No.: *[insert details]*Package Name/ Contract Title: *[insert details]*

Page\_of\_\_pages

Bidder's Name and Address:

To: **XXXXXX** *(Name and Address of Employer)**{In case of JV bidder, mention name**and address of all the Joint Venture members }*

Dear Sir/ Madam,

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

<b>Sl. No.</b>	<b>Reference clause in the Specifications</b>	<b>Deviation</b>	<b>Cost of withdrawal of the deviation</b>

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

Except for the above deviations and variations, the entire work shall be performed as per your specifications and documents. Further, we agree that any deviations, conditionality or reservation introduced in this Attachment-6 and/or in the Bid form, Price schedules & Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bid.

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

Signature {(of Bidder’s authorized Bid Signatory (ies))<sup>#</sup> {In full and initials}:\_\_\_\_\_

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

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

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

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

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

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

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

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

**(Appendix to Technical Part of the Bid)**

## Format of Work Completion Schedule

NIT No.: *[insert details]*Package Name/ Contract Title: *[insert details]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's Name and Address:

To: XXXXX (*Name and Address of Employer*)*{In case of JV bidder, mention name**and address of all the Joint Venture members }*

Dear Sir/ Madam,

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

<b>Sl. No.</b>	<b>Description of Work</b>	<b>Period in months from the effective date of Contract</b>
	Detailed Engineering and drawing submission a) commencement b) completion	
	Procurement of equipment/ components & assembly a) commencement b) completion	
	<del>Type Tests</del> <del>a) commencement</del> <del>b) completion</del>	
	Manufacturing a) commencement b) completion	
	Shipments & Delivery a) commencement b) completion	
	Establishment of site office	

	Installation at Site a) commencement b) completion	
	Testing & Pre-commissioning a) commencement b) completion	
	Trial Operation a) commencement b) completion	

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

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

---

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

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

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

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

**(Appendix to Technical Part of the Bid)**

## Format of Guarantee Declaration

NIT No.: [insert details]

Package Name/ Contract Title: [insert details]

Page\_of\_\_pages

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

Dear Sir/ Madam,

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

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

at..... [Insert place].

---

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

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

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

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

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

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

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

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

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

**(Appendix to Technical Part of the Bid)**

## Format of Information regarding Ex-employees

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

NIT No.: [insert details]

Package Name/ Contract Title: [insert details]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's Name and Address:

To: **XXXXXX** (*Name and Address of Employer*)

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

Dear Sir/ Madam

**(Information regarding Ex-employees of **Cochin Port Authority** in your Organization , if any )**

Dear Sir/ Madam,

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

Sl. No.	Name of the person with designation in	Date of Retirement/ resignation from	Date of joining and designation in our Organization
	<b>XXXXXX</b> ( <i>Name of Employer</i> )	<b>XXXXXX</b> ( <i>Name of Employer</i> )	
1			
2			
3			

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

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

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

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

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

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

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

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

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

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

Note: .

**Form 16****(Appendix to Technical Part of the Bid)**

## Format for Price Adjustment Data

NIT No.: *[insert details]*Package Name/ Contract Title: *[insert details]*

Page\_of\_ pages

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

Dear Sir/ Madam,

We hereby furnish the details of Price Adjustments:

<b>Name of Material***</b>	<b>Price quoted by bidder at the time of bid submission*</b>	<b>Price as on <b>XX</b> days prior to date of shipment*</b>	<b>Variation*</b>
ACSR conductor		NA**	NA**
Power Transformer (aluminum wound)		NA**	NA**
Power Transformer (Copper wound)			
Distribution Transformer (aluminum wound)			
Distribution Transformer (Copper wound)			
Cables		NA**	NA**

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

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

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

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

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

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

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

**Form 17****(Appendix to Technical Part of the Bid)**

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

NIT No.: [insert details]

Package Name/ Contract Title: [insert details]

Page\_of\_\_pages

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

Dear Sir/ Madam,

I. We have read the provisions in the Bidding Documents regarding the option for advance payment. Accordingly, we hereby confirm to opt the following:

Interest Bearing Initial Advance

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

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

(\*^ tick ONLY ONE of the selected options)

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

Sl.No	Name of the Supplier/ Contractor in whose favour payment is to be made	
	Address with PIN Code and State	Registered Office: Branch Office: Correspondence Address:
	Status – Company/others [Declaration of Micro/ Small/ Medium Enterprise under Micro/ Small & Medium Enterprises Development Act 2006, if applicable]	
	Permanent Account (PAN) No.	
	Goods and Services Tax Registration No..	

	PF Registration No. of the Company	
	PF Regional Office covered (with Address)	
	Name of Contact Person	
	Telephone No(s). Email	Landline(s): Mobile(s): Email ID :
	Bank Details for Electronic Payment	Name of the Bank: Address of Branch: Account No.: Type of Account: <input type="checkbox"/> Saving <input type="checkbox"/> Current
	9 digit MICR code printed at bottom in middle, next to cheque no.	
	IFSC (for RTGS)/NEFT Code (to be obtained from the Bank)	Sample Cancelled ..... Cheque to be enclosed

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

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

---

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

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

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

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

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

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

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

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

**Form 18****(Appendix to Technical Part of the Bid)**

FORMAT OF Declaration for tax exemptions, reductions, allowances or benefits)

NIT No.: [insert details]

Package Name/ Contract Title: [insert details]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's Name and Address:

To: **XXXXXX (Name and Address of Employer)**

*{In case of JV bidder, mention name*

*and address of all the Joint Venture members }*

Dear Sir/ Madam,

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

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

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

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

Signature {(of Bidder's authorized Bid Signatory (ies))<sup>#</sup> {In full and initials}: \_\_\_\_\_

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

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

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

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

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

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

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

**(Appendix to Technical Part of the Bid)**

Format of Bank Guarantee verification Check list

NIT No.: *[insert details]*Package Name/ Contract Title: *[insert details]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's Name and Address: To: **XXXXXX** (*Name and Address of Employer*)*{In case of JV bidder, mention name**and address of all the Joint Venture members }***(Bank Guarantee verification Check list)**

Dear Sir/ Madam

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

<b>S. No.</b>	<b>Checklist</b>	<b>Yes</b>	<b>No</b>
1	Does the bank guarantee compare verbatim with standard proforma for BG?		
2(a)	Has the executing Officer of BG indicated his name designation & Power of Attorney No. / Signing power Number etc. on BG?		
2(b)	Is each page of BG duly Signed/ initialed by the executants and last page is signed with full particulars as required in the standard proforma of BG and under the seal of the bank?		
2(c)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?		
3(a)	Is the BG on non-judicial stamp paper of appropriate value?		
3(b)	Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than Six months prior to the date of execution of BG?		
4(a)	Are the factual details such as Bid specification No., LOA No. contract price, etc, correct?		
4(b)	Whether Overwriting /cutting, if any on the BG, authenticated under signature & seal of executants?		
5	Is the amount and validity of BG is in line with contract provisions?		
6	Whether the BG has been issued by a Nationalized bank / Non- Nationalized Bank acceptable to Buyer /Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents)?		

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

Signature {(of Bidder’s authorized Bid Signatory (ies))<sup>#</sup> {In full and initials}:\_\_\_\_\_

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

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

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

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

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

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

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

(Common Seal).....

## Appendix to Technical Part

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

Development of Electrical Distribution Infrastructure for Cochin Port Authority, Ernakulam District, Kerala State Under Revamped Distribution Sector Scheme (RDSS)

(List of Special Maintenance Tools & Tackles)

Bidder's Name and Address: To: **XXXXXX (Name and Address of Employer)**

Dear Sir,

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

S.No.	For Equipment	Item Description	Unit	Quantity

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

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Appendix to Technical Part

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

Development of Electrical Distribution Infrastructure for Cochin Port Authority, Ernakulam District, Kerala State Under Revamped Distribution Sector Scheme (RDSS)

(List of Special Maintenance Tools & Tackles)

Bidder's Name and Address:

To: **XXXXXX (Name and Address of Employer)**

Dear Sir,

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

(a) .....

(b) .....

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

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

## Format of Additional Information

NIT No.: *[insert details]*  
 Package Name/ Contract Title: *[insert details]*  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's Name and Address: To: **XXXXXX (Name and Address of Employer)**

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

## (Additional Information)

Dear Sir/ Madam,

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

*The Bidder shall furnish*

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

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

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

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

(i) Details of Banker:

Name of Banker	
Address of Banker	_____ _____ _____
Telephone No.	_____
Contact Name and Title	_____
Fax No.	_____
E-mail ID	_____

(ii) As per para 1.0, Authorization Letter(s) from the bidder (in case of JV bidder, from all the partners) addressed to the Banker(s), authorizing **XXXXXX (Name of Employer)** to seek queries about the bidder with the Banker(s) and advising the Banker(s) to reply the same promptly, is/are enclosed as per following details:

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

#### OTHER INFORMATION

##### Current Contract Commitments of works in progress

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

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

Financial Data :

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

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

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

Signature {(of Bidder’s authorized Bid Signatory (ies))<sup>#</sup> {In full and initials}:—

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

**(Appendix to Technical Part of the Bid)**

## Format of Integrity Pact

INTEGRITY PACT

## PRE-CONTRACT INTEGRITY PACT

## GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20... , between, on one hand, the [ Cochin Port Authority] Acting through Shri....., Designation of the officer, (hereinafter called the "[COCHIN PORT AUTHORITY]", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s.\_\_\_\_represented by Shri\_\_\_\_\_(hereinafter called the "BIDDER/SUPPLIER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the [COCHIN PORT AUTHORITY] propose to procure Plant and Installation Services as per the Scope of Work Mentioned in the NIT document (hereinafter called the "Facilities", against NIT No. [.....] for [Package Name/ Contract Title] which expression shall mean and include, unless the context otherwise requires, any additions & deletions in the said "Facilities") and the BIDDER/ Supplier is willing to offer/has offered the said "Facilities".

WHEREAS the BIDDER/ Supplier is a Private Company/Public Company/LLP/ Government Undertaking/ Partnership/Proprietorship, constituted in accordance with the relevant law in the matter and the [COCHIN PORT AUTHORITY] is a Ministry /Department of the Government of [ Kerala] /SPSU performing its function on behalf of the Governor of [ Kerala].

NOW, THEREFORE,

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

Enabling the [COCHIN PORT AUTHORITY] to obtain the desired "Facilities" at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/ SUPPLIER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other practices and the [COCHIN PORT AUTHORITY] will commit to prevent corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:  
Commitments of the [COCHIN PORT AUTHORITY]

1. The [COCHIN PORT AUTHORITY] undertakes that no official of the [COCHIN PORT AUTHORITY], connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SUPPLIER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.  
The [COCHIN PORT AUTHORITY] will, during the pre-contract stage, treat all BIDDER/SUPPLIER alike, and will provide to all BIDDER/SUPPLIER the same information and will not provide any such information to any particular BIDDER/SUPPLIER which could afford an advantage to that particular BIDDER/SUPPLIER in comparison to the other BIDDER(S)/SUPPLIER(S).  
All the officials of the [COCHIN PORT AUTHORITY] will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SUPPLIER to the [COCHIN PORT AUTHORITY] with the full and verifiable facts and the same is prima facie found to be correct by the [COCHIN PORT AUTHORITY], necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the [COCHIN PORT AUTHORITY] and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the [COCHIN PORT AUTHORITY], the proceedings under the contract would not be stalled.

#### Commitments of BIDDERS/SUPPLIERS

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

The BIDDER/SUPPLIER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the [COCHIN PORT AUTHORITY], connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

The BIDDER/SUPPLIER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or

associates.

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

The BIDDER/SUPPLIER further confirms and declares to the [COCHIN PORT AUTHORITY] that he BIDDER/SUPPLIER is the original manufacture/Integrator/authorized government sponsored export entity of the defense stores and has not engage any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the [COCHIN PORT AUTHORITY] or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SUPPLIER, nor has any amount been paid. Promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER/SUPPLIER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the [COCHIN PORT AUTHORITY] or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER/SUPPLIER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER/SUPPLIER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER/SUPPLIER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the [COCHIN PORT AUTHORITY] as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SUPPLIER also undertakes to exercise due and adequate care lest any such information is divulged.

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

The BIDDER/SUPPLIER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER/SUPPLIER or any employee of the BIDDER/SUPPLIER or any person acting on behalf of the BIDDER/SUPPLIER, either directly or indirectly, is a relative of any of the officers of the [COCHIN PORT AUTHORITY], or alternatively, if any relatives of an officer of the [COCHIN PORT AUTHORITY] had financial interest/stake in the BIDDER's/SUPPLIER's firm, the same shall be disclosed by the BIDDER/SUPPLIER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

The BIDDER/SUPPLIER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the [COCHIN PORT AUTHORITY].

#### 4. Previous Transgression

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

The BIDDER/SUPPLIER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money (Security Deposit) (If applicable as per ITB Clause 18)

While submitting commercial bid, the BIDDER/SUPPLIER deposit an amount \_\_\_\_\_(as specified in TENDER) as Earnest Money/Security, Deposit, with the [COCHIN PORT AUTHORITY] through any of the following instruments:

Bank Draft or a Pay Order in favour of '[Cochin Port Authority]' payable at [ ...]

5.1.2. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the [COCHIN PORT AUTHORITY] on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the [COCHIN PORT AUTHORITY] shall be treated as conclusive proof of payment.

5.1.3. Any other mode or through any other instrument (to be specified in the TENDER). The Earnest Money/ Security Deposit shall be valid as per terms of TENDER.

In the case of successful BIDDER/SUPPLIER, a clause would also be incorporated in the Article pertaining to Performance Bond in the procurement Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the [COCHIN PORT AUTHORITY] to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

No interest shall be payable by the [COCHIN PORT AUTHORITY] to the BIDDER/SUPPLIER on Earnest Money/Security Deposit for the period of its currency.

#### 6. Sanctions for Violations

Any breach of the aforesaid provisions by the BIDDER/SUPPLIER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SUPPLIER/SUPPLIER) shall entitle the [COCHIN PORT AUTHORITY] to take all or any one of the following actions, wherever required:-

To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SUPPLIER. However, the proceedings with the other BIDDER(s) would continue.

The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the [COCHIN PORT AUTHORITY] and the [COCHIN PORT AUTHORITY] shall not be required to assign any reason, therefore.

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

To recover all sums already paid by the [COCHIN PORT AUTHORITY], and in case of the Indian BIDDER/SUPPLIER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State of India, while in case of a

BIDDER/SUPPLIER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the [COCHIN PORT AUTHORITY] in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest

To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SUPPLIER, in order to recover the payments, already made by the [COCHIN PORT AUTHORITY], along with interest.

To cancel all or any other contracts with the BIDDER/SUPPLIER. The BIDDER shall be liable to pay compensation for any loss or damage to the [COCHIN PORT AUTHORITY] resulting from such cancellation/rescission and the [COCHIN PORT AUTHORITY]/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SUPPLIER.

To debar the BIDDER/SUPPLIER from participating in future bidding processes of the Government of India [COCHIN PORT AUTHORITY]/PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the [COCHIN PORT AUTHORITY].

To recover all sums paid in violation of this Pact by BIDDER/SUPPLIER (s) to any middlemen or agent or broken with a view to securing the contract.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the [COCHIN PORT AUTHORITY] with the BIDDER/SUPPLIER, the same shall not be opened.

Forfeiture of performance Bond in case of a decision by the [COCHIN PORT AUTHORITY] to forfeit the same without assigning any reason for imposing for sanction for violation of this pact.

The [COCHIN PORT AUTHORITY] will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/SUPPLIER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SUPPLIER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the [COCHIN PORT AUTHORITY] to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SUPPLIER shall be final and conclusive on the BIDDER/SUPPLIER. However, the BIDDER/SUPPLIER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. deleted  
deleted

#### 8. Independent Monitors

The [COCHIN PORT AUTHORITY] has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors shall be published subsequently by [COCHIN PORT AUTHORITY]).

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents

relating to the project/procurement, including minutes of meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the [COCHIN PORT AUTHORITY].

The BIDDER/SUPPLIER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the [COCHIN PORT AUTHORITY] including that provided by the BIDDER/SUPPLIER. The BIDDER/SUPPLIER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/SUPPLIER/Subcontractors(s) with confidentiality.

The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of [COCHIN PORT AUTHORITY] /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the [COCHIN PORT AUTHORITY]/BIDDER/SUPPLIER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 9. Facilitation of Investigation

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

#### 10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the [COCHIN PORT AUTHORITY].

#### 11. Other Legal Actions

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

#### 12. Validity

The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the [COCHIN PORT AUTHORITY] and the BIDDER/SUPPLIER, including warranty period, whichever is later. In case BIDDER/SUPPLIER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Signed on.....(Insert the Date)

-----

Signature (of Bidder’s authorized Bid Signatory)<sup>#</sup> {In full and initials}:

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

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

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

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

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

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

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

*<sup>#</sup>{For a joint venture, either all members shall sign or only the authorised signatory as per ITB 19.4, in which case the power of attorney to sign on behalf of all members shall be attached}*

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

[COCHIN PORT AUTHORITY]L

Name of the Officer

Designation

Deptt/MINISTRY/PSU

Witness

1.

2. \_\_

\* Provision of these clauses would need to be amended/deleted in line with the policy of the [COCHIN PORT AUTHORITY] in regard to involvement of Indian agents of foreign supplies.

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

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

**Illustration of Price schedule (Supply of plant):****Schedule-1**

<b>DEVELOPMENT OF DISTRIBUTION INFRASTRUCTURE FOR COCHIN PORT AUTHORITY, ERNAKULAM DISTRICT, KERALA STATE UNDER REVAMPED DISTRIBUTION SECTOR SCHEME (RDSS)</b>										
(Schedule of rates and prices)										
Ex-works supply of materials										
Bidder's Name & Address:										
				All prices in Indian Rupees						
A	Name of Work									
Line Item No.	Description ..... of Goods	Unit	Quantity	Unit Ex-work s price	Total Ex-work s price	Unit Price for inland transportation and..other services required in India.to convey the Goods to their final destination	Total Price for inland transportation and . other services required in India to convey the Goods to their final destination	GST payable on .. the price quoted if Contract is awarded (%)	GST payable on... the price quoted if Contract is awarded (Amount)	Total Price per line item
1.00	Item no. 1									
1.01	1.....	No								
1.02	2.....	No								
1.03	3.....	No								
1.04	4.....	No								

Similarly, for every work, similar separate formats are provided in the Price Bid Schedules

**1. Illustration of Price schedule (Supply of installation services):****Schedule-2**

<b>DEVELOPMENT OF DISTRIBUTION INFRASTRUCTURE FOR COCHIN PORT AUTHORITY, ERNAKULAM DISTRICT, KERALA STATE UNDER REVAMPED DISTRIBUTION SECTOR SCHEME (RDSS)</b>							
(Schedule of rates and prices)							
Bidder's Name & Address:							
Installation / Erection Charges :							
		All prices in Indian Rupees					
G	HIGH VOLTAGE DISTRIBUTION SYSTEM (HVDS)						
Service No.	Description of Related Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Unit	Quantity	Unit price	GST payable on the price quoted if Contract is awarded (%)	GST payable on the price quoted if Contract is awarded (Amount)	Total Price per line item
1	2	3	4	5	6	7	8
1.00	Item no. 1						
1.01	1.....	No					
1.02	2.....	No					
1.03	3.....	No					

**2. Illustration of Price schedule (Grand Summary):****Schedule-3****DEVELOPMENT OF DISTRIBUTION INFRASTRUCTURE FOR COCHIN PORT AUTHORITY, ERNAKULAM DISTRICT, KERALA STATE UNDER REVAMPED DISTRIBUTION SECTOR SCHEME (RDSS) (GRAND SUMMARY)****Bidder's Name and Address:**

<b>S I. No.</b>	<b>Description</b>	<b>Total Price (Rs.)</b>
<b>1</b>	<b>TOTAL SCHEDULE NO. 1</b>	
	Plant and Equipment	
<b>2</b>	<b>TOTAL SCHEDULE NO. 2</b>	
	Installation / Erection Charges	
<b>3</b>	<b>TOTAL [1+2]</b>	
<b>4</b>	Discount offered by Bidder(If any)	
<b>5</b>	<b>Schedule No 3: GRAND TOTAL [3 - 4]</b>	

Date: Signature:

Place:

Printed Name:

Designation: Common

Seal: