



# **SJVN Limited**

(A joint venture of Govt. of India and Govt. of H.P.)

**EPC Contract Package  
covering Design & Engineering Services,  
Civil and Hydro- Mechanical Works of  
Dhaulasidh HEP (66 MW)  
(E-Tender No. : DCB-CCD-DSHEP-427-01)**

**Shimla**

**September 2020**

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
Civil and HM Works**

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**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
Civil and HM Works**



# **SJVN Limited**

(A joint venture of Govt. of India and Govt. of H.P.)

**(E-Tender No: DCB-CCD-DSHEP-427-01)**

## **Volume – 1 of 5**

Section 1	Press Notice, NIT
Section 2	Instructions to Bidders (ITB) and Bid Data
Section 3	Bidding Forms

**Shimla**

**September 2020**

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
Civil and HM Works**

# **Volume-1**

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
Civil and HM Works**



# **Section 1**

## **Press Notice and NIT**

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
Civil and HM Works**

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
Civil and HM Works**

**PRESS NOTICE**



**SJVN Limited**

**(A Joint Venture of Govt. of India & Govt. of H.P.)**

**A Mini Ratna & Schedule 'A' PSU**

**CIN: 40101HP1988GOI008409**

**Dated: 30.09.2020**

**e-Tender No. : DCB-CCD-DSHEP-427-01**

SJVN Limited invites online bids (e-tender) on Domestic Competitive Bidding (DCB) basis for EPC Contract package covering Design & Engineering Services, Civil and Hydro-Mechanical works of Dhaulasidh Hydroelectric Project (66 MW) in Distt. Hamirpur and Kangra, Himachal Pradesh.

For details, visit websites [www.sjvn.nic.in](http://www.sjvn.nic.in), <https://sjvn.abcprocure.com> and [www.eprocure.gov.in](http://www.eprocure.gov.in). Last date for bid submission is 16.11.2020 (1300 Hrs).

Amendments, if any, shall be issued only on websites.

**For and on behalf of SJVN Limited,**

**Sd/-**

**HOD (Civil Contracts)**

SJVN Corporate Office Complex,

Shanan, Shimla -171006 (H.P.)

E-mail: [civilcontract@sjvn.nic.in](mailto:civilcontract@sjvn.nic.in).

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Civil and HM Works**

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
Civil and HM Works**

**SJVN Limited**



**(A Joint Venture of Govt. of India & Govt. of H.P.)**

**A Mini Ratna & Schedule 'A' PSU**

CIN: 40101HP1988GOI008409

**NOTICE INVITING TENDER**

**Tender No.: DCB-CCD-DSHEP-427-01**

1. SJVN Limited, having its registered and corporate office at SJVN Corporate Office Complex, Shanan, Shimla- 171006, H.P., hereinafter referred to as the "Employer", wishes to receive bids for the EPC Contract package covering Design & Engineering Services, Civil and Hydro-Mechanical works of Dhaulasidh Hydroelectric Project (66 MW), as summarized herein below and described in the Bid Document, hereinafter referred to as the "Works". The bids shall be submitted online through <https://sjvn.abcprocure.com>.

<b>Contract Package Number</b>	<b>Description of Work</b>	<b>Cost of Bid Document (INR)</b>	<b>Bid Security (INR)</b>	<b>Completion Period (Months)</b>
<b>I</b>	EPC Contract Package covering Design & Engineering services, Civil and Hydro-Mechanical works of Dhaulasidh Hydroelectric Project (66 MW) located in Distt. Hamirpur and Kangra in Himachal Pradesh, India.	<b>5,000/- (exclusive of applicable GST)</b>	<b>Four Crore Forty Nine Lakh and Sixty Thousand (4.496 crore)</b>	<b>48 months</b>

2. Bidders should not have been banned/ de-listed/ black listed/ debarred from business by any PSU/any Government Department during last 03 (three) years in accordance with clause 3.2 of ITB.
3. To improve transparency and fairness in the tendering process, the Employer is implementing Integrity Pact. The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact is a basic qualifying requirement. In case of JV/Consortium, each partner of JV/Consortium shall sign Integrity Pact with the Employer. The Bidder shall sign an Integrity Pact with the Sub-contractor(s) on the similar lines as signed by him with the Employer. Bidders signing Integrity Pact shall not approach the Courts while representing the matter to IEMs and he/she will await the decision in the matter.
4. The minimum qualifying requirements for eligible bidders shall be as defined in Section-2, Instruction to Bidder (ITB)

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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5. The Employer will award the Contract to the Bidder, meeting the specified qualifying requirement and whose Bid has been determined to be substantially responsive to the bid documents and who has offered the lowest bid price in pursuance to the bidding conditions.
6. The interested Bidders can download the Bid Document from SJVN's E-tender portal <https://sjvn.abcprocure.com>, after registering themselves on the portal and after making online payment of cost of Bid Document. Detailed instructions to Bidders for E-Tendering are enclosed at the end of this NIT.
7. The key particulars/details and dates of this invitation are as under :

Last date and time for availability/ downloading of Bid document on website <a href="https://sjvn.abcprocure.com">https://sjvn.abcprocure.com</a>	:	On or before 15.11.2020 (1800 Hrs)
Last date for receiving request for clarifications from Bidders.	:	<b>09.10.2020 (upto 1800 Hrs)</b>
Venue, time and date of the pre-bid meeting	:	<b>Venue:</b> To be intimated separately <b>Date:</b> 12.10.2020 (1130 Hrs)
Deadline for submission of bids :	:	<b>1. Online submission 16.11.2020 (1300 Hrs.)</b> <b>2. Offline submission 23.11.2020 (1800 Hrs.)</b>
Date & time for Bid opening.	:	<b>Envelope-I: Online bid opening 16.11.2020 (1500 Hrs.)</b> <b>Envelope-II:</b> To be intimated later on to the bidders meeting the specified qualifying criteria and also whose Techno-Commercial Bids are found responsive.
Venue for opening of proposal	:	Corporate Civil Contracts Department, SJVN Corporate Office Complex, Shanan, Shimla, 171006 (H.P.).

8. For any enquiry/clarification for registration, submission of Bids and any other information, the Bidder may contact the following person:

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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<b>Sr. No.</b>	<b>Designation</b>	<b>Address</b>	<b>Phone No.</b>
(i)	GM (Civil Contracts)	Corporate Civil Contracts Department, SJVN Corporate Office Complex, Shanan, Shimla, 171006 (H.P.)	0177-2660162
(ii)	Sr. Manager (Civil Contracts)		0177-2660161

9. All correspondence with regard to the above shall be made at the following address :

**Sd/-**

**HOD (Civil Contracts)**

Corporate Civil Contracts Department,  
SJVN Corporate Office Complex,  
Shanan, Shimla, 171006 (HP)  
Telephone No.+91-177-2660161  
Fax: +91-177-2660164.  
Email: [civilcontract@sjvn.nic.in](mailto:civilcontract@sjvn.nic.in)

# **EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services, Civil and HM Works**

## **Instructions to Bidders for E-Tendering**

For participating in E-tendering with the SJVN Limited, the Bidder has to register with M/s E-procurement Technologies Limited (If not registered earlier and/or if the registration is not valid at the time of uploading/submission of Bid) on SJVN Limited's E-tender Portal, <https://sjvn.abcprocure.com> and the detailed procedure for the registration is as under:-

### **Steps for New Bidder Registration:**

- Click on “New Bidder Registration” link available on home page of website <https://sjvn.abcprocure.com>,
- Bidder needs to furnish individual details as well as company details in registration form.
- After filling all mandatory fields, Bidder needs to click on “submit” button to complete registration process.
- On successful completion of registration, Bidder will be prompted a message saying that “You have successfully registered on (SJVN Limited)’s e-Procurement Portal”
- The vendor registration shall be valid for one year.
- Already valid registered bidder/vendor of SJVN Limited need not follow registration formality. They may contact support team on contact details provided here-in-below for further participation.
- Annual Vendor/bidder Registration charges on e-Tendering portal are Rs.2600 + GST

### **System Configuration Requirements**

- a) An Internet connection with minimum 512 Kbps speed.
- b) Operating System should be Windows XP Service Pack -3 / Vista / Windows 7.
- c) Supported Browsers: Internet explorer – 7.0, 8.0 & 9.0
- d) Minimum bandwidth 512 kbps
- e) Operating System Core2Duo / I3 / I5 (Recommended)
- f) System Access with Administrator Rights
- g) Minimum RAM 2 GB
- h) Digital Certificate: To participate in an e-Tender, Bidder must have a valid Digital Certificate from certifying authority of India as per the IT Act, 2000.

**Valid Digital Certificate** must be installed in a computer system from where Bidder wants to login on website. Perform the below steps to confirm whether valid digital certificate is available on your computer system or not:

- ➔ Open Internet Explorer.
- ➔ Select Tools menu from menu bar OR (Press Alt + T on your keyboard)
- ➔ Click on Internet Options - Content - Certificate button.



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One should be able to view their digital certificate under “Personal” heading.

### **Requirement for Digital Signature Certificate**

→ Please enable ActiveX Controls & Plug-ins. (Click on - Tools - Internet Options - Security - Custom Level)

**Active-X controls need to be enabled in your Internet browser. In order to ensure this, please do the following:**

1) In Menu Bar ---Click on Tools - Internet Options – Security –Trusted Sites Icon –Sites button. Add following 2 Website in Trusted Sites...

1) <https://sjvn.abcprocure.com>

&

2) <https://www.tpsl-india.in>

→ **After that, click on** Tools menu of Internet explorer - Internet Options – Security - Internet Icon.

→ After Click on Custom Level button –

→ From ActiveX controls and plug-ins ---- Select below 5 Items to be enabled

1) Download signed ActiveX controls –select Prompt or Enable

2) Download unsigned ActiveX controls – select Prompt or Enable

3) Initialize and script ActiveX controls not marked as safe for scripting – select Prompt or Enable

4) Run ActiveX controls and plug-ins-select Enable

5) Script ActiveX controls marked safe for scripting – select Enable

→ After completing the above selection----Below option is available---Reset custom settings---Reset To: Select low or medium ---Click on OK

→ Also, please check your system Date &Time. It should be set as current date & time.

→ In case of Digital Certificate based Login, bidder needs to download & install "Signer" file available under Download Section at <https://sjvn.abcprocure.com>.

Download & Install "Intermediary Certificate" available under Download Section at <https://sjvn.abcprocure.com>.

→ Please disable or uninstall Third Party Toolbar / Add-ons from Browser.

**DIGITAL SIGNATURES:** For participating in E-tendering i.e., for login, uploading & downloading the Tender document or for submitting the proposals on E-mode, the Bidder has to procure a Digital Signature/Digital Security Certificate. Digital signature can be obtained from any of the authorized agencies of CCA (Controller of Certifying authorities) from GNFC, TCS, MTNL, Safe Script etc. For this a separate processing fee would be payable to the authorized agency of CCA.

Bidders shall be required to arrange all resources, including Digital Signature and Internet Connections at their own cost, for participating in online tenders/ bids at the portal.

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All the Bidders are requested to get themselves registered well in advance and no extra time will be considered for the delay in on-line Vendor Registration, if any. In case Bidders wait till the last moment for registration/uploading of Bids, and if any technical problem is encountered at that time and the closing time may elapse, SJVN Limited shall not be responsible in any manner for such delay/or any other reason thereof.

### **Mode of the payment for Purchase/downloading of Tender document.**

The following modes of payments have been provided for e-payment on account of Purchase/downloading of Tender document:

➔ Bidder can make online payment using below facilities:-

- a) Credit Card
- b) Debit Card
- c) Net Banking
- d) NEFT/RTGS

➔ Credit Card/Debit Card/Net Banking:-

- Bidder is required to add <https://www.tpsl-india.in> website in Trusted Zone as suggested above.
- Bidder needs to feed correct details while making the payment through online payment gateway.

➔ NEFT/RTGS:-

- To make payment through NEFT/RTGS, Bidder will get an auto generated e-mail which contains details of their Unique Bidder Code and when and how to do RTGS/NEFT and details pertaining to it. This information will also be available on screen under heading of “NEFT/RTGS Instruction” once bidder gets login.
- Once Bidder deposit amount in Beneficiary account number provided to them, while making payment for document fees by RTGS/NEFT payment option (at the document fees and EMD payment screen), Bidder shall be able to view the funds already remitted by him/her through NEFT/RTGS as available. Please proceed to make the payment. Upon doing so, the required amount to be paid through the document fees, shall get appropriately deducted from the available balance and payment shall be confirmed in real time.
- This facility allows you to transfer lump sum amount to your Bidder ID account number as mentioned above via RTGS/NEFT. Bidder would be able to use the funds as and when require till the time balance is available in Bidder ID. Also, Bidder can transfer more amount as and when he requires. Kindly note that the payment via RTGS / NEFT is required to be made one working day in advance in order to make it available in your Bidder ID. Hence please ensure that Bidder remit funds at least one day in advance before he/she would like to make the document fees payment through RTGS / NEFT option on payment gateway.
- Caution: Please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS / NEFT. In the event of

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funds remitted to wrong beneficiary account number, SJVN Limited or its Bank or its service provider would not be responsible for the same.

### **Downloading Bid Document**

Bidder has to access e-Tender portal of SJVN Limited (<https://sjvn.abcprocure.com>) to access NIT/document. After completing registration formality and successful login, Bidder needs to process for Tender Fee / Document Fee and after that Bidder can download detailed tender document.

Download Document link is available at the end of every tender notice along with access to Corrigendum

### **Bid Submission**

- Bidder needs to login first on the tendering portal of SJVN Limited, (i.e. <https://sjvn.abcprocure.com>)
- Search tender by filling necessary searching criteria after Login.
- After finding the tender on the screen , Click on the “Dashboard”
- Click on “Declaration” & then Click on “I Agree”
- Click on the “Tender Fees”& Pay the Tender Fees Online
- Click on “Prepare Bid”, Fill necessary Forms (Schedules) and upload scanned documents.
- After filling Price Bid Form click on “Final Encrypt”
- After filling all forms & final Encryption of Price bid Click on “Final Submission”
- After Final Submission Bidder will get receipt of Final Submission of their Bid

### **Contact Details**

Bidder may contact below mentioned officials in case of any assistance required with respect to accessing of e-Tendering portal and bid submission.

#### **Mr. Nitesh–**

Ph : +919265562822 e-Mail : [Nitesh.vashist@eptl.in](mailto:Nitesh.vashist@eptl.in)

#### **Mr.Vismay Jagad-**

Ph : +917940016867 e-Mail [vismay@abcprocure.com](mailto:vismay@abcprocure.com)

#### **Ms.Vaishali Soni**

Ph : +917940016837 , e-Mail : [vaishali@abcprocure.com](mailto:vaishali@abcprocure.com)

#### **Mr. Pradip Parmar**

Ph : +917940016865, e-Mail: [pradip@abcprocure.com](mailto:pradip@abcprocure.com)

#### **Mr. Rizwan Ajmeri**

Ph: +917940016843, e-Mail: [rizwan@procuretiger.com](mailto:rizwan@procuretiger.com) (for registration and Digital Signature)

#### **Mr. Rahul Dixit**

Ph: +917940016879 e-mail : [Rahul.dixit@procuretiger.com](mailto:Rahul.dixit@procuretiger.com)

#### **Mr. Shafique Shaikh**

Ph: +917940016802 e-mail : [Shafique@procuretiger.com](mailto:Shafique@procuretiger.com)

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**Section 2**  
**Instructions to Bidders**  
**&**  
**Bid Data**

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**A. GENERAL**

**1. SCOPE OF BID**

- 1.1 SJVN Limited, having its registered and corporate office at SJVN Corporate Office Complex, Shanan, Shimla- 171006, H.P., hereinafter referred to as the "Employer", wishes to receive bids for the EPC Contract Package of Dhaulasidh Hydroelectric Project (66 MW) covering Design & Engineering Services, Civil and Hydro-Mechanical works, as described in this Bid Document and summarized in the Bid Data, hereinafter referred to as the "Works". The bids shall be submitted online through <https://sjvn.abcpocure.com>.
- 1.2 The successful Bidder will be required to complete the 'Works' within the period stated in the 'Bid Data' and 'Particular Conditions of Contract' effective from the date of issue of the Letter of Acceptance of the Works.
- 1.3 Throughout these Bid Documents, the terms bid and tender and their derivatives (bidder/tenderer, bid/tender, bidding/ tendering etc.) are synonymous, day means calendar day, singular also means plural, unless these are repugnant to the context.

**2. SOURCE OF FUNDS**

- 2.1 The Project envisages a debt-equity ratio of 80:20.

**3. ELIGIBLE BIDDERS**

- 3.1 This invitation to bid is open to all the Bidders from India who meet the Qualification Criteria as per Clause-5 hereunder.
- 3.2 Bidders should not have been banned/ de-listed/ black listed/ debarred from business by any PSU/any Government Department during last 03 (three) years on grounds mentioned in para 6 of Guidelines on banning of Business dealing enclosed as Annex-A of the Format of Integrity Pact (refer section-3: Bidding Forms).
- 3.3 To improve transparency and fairness in the tendering process the Employer is implementing Integrity Pact.

The Integrity Pact, signed by all the prospective Bidders and the Employer, shall commit the persons/officials of both the parties, not to exercise any corrupt/fraudulent/ collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (enclosed in Section-3: Bidding Forms) is a basic qualifying requirement. In case of JV/Consortium, each member of JV/Consortium shall sign Integrity Pact with the Employer. The Bidder shall sign an Integrity Pact with the Sub-contractor(s) on the similar lines as signed by him with the Employer. Bidders signing Integrity Pact shall not approach the Courts while representing the matter to IEMs and he/she will await the decision in the matter.

To oversee the compliance of obligation under the Integrity Pact, Independent External Monitor(s) (IEM) have been appointed. The Contact address of IEMs is as under:

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1. Dr. Jai Pal Singh  
Independent External Monitor  
Villa no. B-530,  
Omaxe City, Raebareilly Road,  
Lucknow, UP- 226025.  
Email: [jaipals05@yahoo.com](mailto:jaipals05@yahoo.com)

2. Sh. Shitala Prasad Srivastava  
Independent External Monitor  
1/125, Vineet Khand,  
Gomtinagar,  
Lucknow, UP- 226010.  
Email: [sps\\_ips@yahoo.com](mailto:sps_ips@yahoo.com)

The Integrity Pact duly signed on behalf of the Employer is given in Section - 3: Bidding Forms of these Bid Documents. The Integrity Pact shall be downloaded, printed and signed by the Bidder and the hard copy shall be submitted as provided in clause 21.6 of ITB.

The successful Bidder shall submit duly executed Integrity Pact on Non-Judicial stamp paper of appropriate value prior to signing of Contract Agreement.

**4. ELIGIBLE MATERIALS, PLANT, SUPPLIES, EQUIPMENT AND SERVICES**

- 4.1 Materials, Plant or Contractor's Equipment, other supplies, and services to be provided under the contract, shall have their origin in eligible source countries, defined under the Government of India Guidelines and all expenditures made under the contract will be limited to such materials, Plant or Contractor's Equipment, other supplies and services only.
- 4.2 For purposes of Sub-clause 4.1 above, origin means the place where the materials, Plant, Equipment and other supplies are mined, grown, produced or manufactured and from where the services are supplied.

**5. QUALIFICATION OF THE BIDDER**

5.1 Bidders shall, as part of their bid:

- a) submit a written power of attorney (POA) as per sub-clause 21.6 (ii) of ITB authorizing the signatory of the bid to commit the Bidder;
- i) In case of a General Power of Attorney, a true copy of the POA shall be duly notarized by Notary Public along with a declaration from the Company Secretary /Corporate Secretary endorsing the validity of the Power of Attorney.
- ii) In case of a specific Power of Attorney (as per format included in forms & procedures), the original POA alongwith a copy of the resolution of Board of Directors for the specific appointment. In case of delegation by a General POA holder, the documents as sought under (i) above shall be submitted alongwith the original specific POA.
- b) Submit/include in their bids the following information/documents:
- (i) work commitments; and

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- (ii) availability of major Equipment.
  - c) Each Bidder shall duly fill in the prescribed Data sheets/ qualification particulars along-with relevant experience certificates, Annual reports and other information evidencing proof of their meeting the qualification criteria stipulated herein.
  - d) Submit an offer which is clear, comprehensive, unambiguous and complete in all respects including all necessary technical, contractual and commercial information.
  - e) Submit a Declaration, as per Proforma given in Section-3 (Bidding Forms) confirming that the bid submitted by the Bidder is strictly in conformity with the documents issued by the Employer.
- 5.2 Bid submitted by a JV/Consortium of two or more firms/companies, as partners shall comply with the following requirements:
- a) The bid shall include all the information listed in Sub-Clause 5.1 above;
  - b) E-procurement portal permits only one person having Digital Signature Certificate (DSC) and registration etc. at the portal. In such a case, the lead partner shall register itself with the portal. The legally authorized signatory having notarized Power of Attorney of the partners of JV/Consortium shall authorize lead partner to carry out bidding process through portal. An undertaking that the bidding process carried out by the person authorized by the lead partner at the portal is deemed to have been carried out by all the partners and the bid submitted online is binding on them is to be submitted in hard copy as per clause 21.6 of ITB. In case of a successful bid, in addition to several Contracts, an Overall Agreement, shall be signed by all the partners so as to be legally binding on all partners;
  - c) One of the partners shall be authorized as the Lead Partner, who shall receive instructions and incur liabilities for and on behalf of the JV/Consortium during pre-award and post-award (if awarded).
  - d) All discussions, bid clarifications and negotiations, if any, during pre-award stages shall be done with the lead partner alongwith other partners;
  - e) The payments against the Contract shall be made to the JV/Consortium or to the individual partners of the JV/Consortium as is proposed by the Bidder and accepted by the Employer before award of the Contract;
  - f) All partners of the JV/Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the contractual terms, and a statement to this effect shall be included in the bid and in the Agreement (in case of a successful bid).
- 5.3 Bids submitted by a Bidder with sub-contractor(s), shall comply with the following minimum requirements:
- (i) The Bidder and his sub-contractor(s) should submit separate undertakings (as per **Attachment-6 (i)**) that the Bidder/sub-contractors shall be responsible for execution of that item of work for which they claim to have specific experience.
  - (ii) In order to ensure serious participation of the sub-contractor(s) for work proposed to be executed by the sub-contractor(s), a Joint Deed of Undertaking (as per **Attachment-6 (ii)**) shall be required to be submitted by the Contractor and sub-

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contractor(s). Besides this, Sub-contractor(s) shall submit an additional Performance Bank Guarantee equivalent to 5% of corresponding value of work sublet in addition to Performance Bank Guarantee for whole Contract submitted by the Bidder on award of work.

5.4 Bids by Merged/Acquired/Subsidiary Company shall comply with the following minimum requirements:

- (i) Commitment by the parent/holding company to sign a separate agreement with SJVN Limited (as per format contained in **Attachment-7 (i)**) confirming full support for the technical and financial requirements of the subsidiary company and commit to take up the work itself in case of non-performance by the subsidiary company in the event of award of the work to the subsidiary company.
- (ii) Parent/holding company shall submit an undertaking alongwith the bid (as per format contained in **Attachment-7 (i)**) that in case Bidding Company(Subsidiary Company)gets qualified and awarded the work package on the strength of Parent/holding Company, Parent/holding company shall furnish an additional performance bank guarantee of value equivalent to (5%) five percent of the Contract Price or the portion of work (where the subsidiary company is JV/Consortium Partner **or Sub-Contractor**) as the case may be, in addition to normal Performance Bank Guarantee to be submitted by the Bidder to the Employer besides entering into a separate Agreement (as per **Attachment-7 (ii) or 7 (iii), as applicable**).

5.5 The minimum qualifying requirement for the eligible bidders is as under:

### **5.5.1 Technical Criteria for Design and Engineering**

Experience either by bidder itself or partner of JV/Consortium or Sub-Contractor in respect of following:

- i. Design and Engineering of at least one completed Hydroelectric Project in preceding twenty (20) years, in which one unit should be atleast 25 MW,
- ii. Design and Engineering for at least one completed/ongoing Hydroelectric project should have been completed in the preceding 7 years,
- iii. Design and Engineering of major components of a Hydroelectric project i.e. Concrete Dam, Power House and Tunnel in preceding 20 years, and
- iv. Design and Engineering for one Hydroelectric Project should be in operation for past two (2) years or more.

### **5.5.2 Technical Criteria for Civil Works**

#### **5.5.2.1 General Experience**

The bidder as Sole Contractor or Partner of a Joint Venture/Consortium or Sub-Contractor approved by the respective employer, should have experience of executing (includes completed and ongoing projects) a Works Contract of value at least INR 186.00 Crore in the preceding 15 years.

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### **5.5.2.2 Specific Experience**

- (a) Experience of executing (includes completed and ongoing projects) at least one civil work involving excavation / earth work of 3,50,000 m<sup>3</sup> or more in a single contract in last 20 years.
- (b) Experience of achieving progress rate of execution of at least 2,50,000 m<sup>3</sup> excavation / earth work for any continuous period of 12 months (in a completed / ongoing project) in a single contract in last 20 years.
- (c) Experience of executing (includes completed and ongoing projects) at least one civil work involving concrete quantities of 2,00,000 m<sup>3</sup> or more in a single contract in last 20 years.
- (d) Experience of achieving progress rate of execution of at least 1,50,000 m<sup>3</sup> of concrete quantities for any continuous period of 12 months (in a completed / ongoing project) in a single contract in last 20 years.

### **5.5.3 Technical Criteria for Construction Management Services**

Construction or Construction Management of following major completed components by bidder itself or partner of JV/Consortium or Sub-Contractor in preceding twenty (20) years in a completed or ongoing Water Resources/Hydroelectric Projects. In case of tunnelling, the experience of tunnelling of highway tunnel/railway tunnel/ Metro tunnel shall also be considered.

- a. Concrete Dam/Barrage of minimum 35m high.
- b. Power House.
- c. Tunnel.

### **5.5.4 Technical Criteria for HM Works**

#### **5.5.4.1 General Experience**

Bidder should have experience as sole contractor or as partner in JV/Consortium or sub-contractor approved by the respective employer of executing at least one Hydro-Mechanical work of contract value of Rs. 38.00 crore or more in the last 15 years.

#### **5.5.4.2 Specific Experience**

Experience, either by the Bidder itself or partner of JV/Consortium or Sub-Contractor or by the proposed manufacturer(s) who have given authorization to the Bidder in required format, in manufacturing, installation, testing & commissioning of the following Hydro-Mechanical items having ratings as below in preceding 20 years (start to finish). The works executed as a sole contractor or as partner in JV/Consortium or sub-contractor approved by respective employer shall be considered.

(i) **Radial Gate**

Manufacturing, installation, testing and commissioning of Radial Gate operated by hydraulic hoist with AxH = 2960 m<sup>3</sup>.

(ii) **Vertical Lift Gate**

Manufacturing, installation, testing and commissioning of Fixed Wheel type Vertical Lift Gate operated by hydraulic hoist or rope drum hoist with AxH = 400 m<sup>3</sup>.

(iii) **Steel Liner for Penstock**

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Fabrication/Manufacturing, erection, testing and commissioning of Steel Liner for Penstock with  $D \times H = 200 \text{ m}^2$ .

Where:

“A” denotes an area (clear width by clear height) for one gate in  $\text{m}^2$

“Clear Width” denotes distance between inner faces of two opposite piers.

“H” (for gates) denotes the normal design head at the bottom of the gate in meter.

“D” denotes maximum inside diameter in meter of a steel liner for penstocks.

“H” (for steel liner) denotes the maximum design head in meter.

### **Notes for clause nos. 5.5.1 to 5.5.4:**

- i. Experience of above different activities need not to be from the same project.
- ii. Concrete quantity shall include shotcrete quantity also.
- iii. Experience of self or JV/ Consortium partner or parent company will be admissible. For JV/Consortium provision of clause 6.5 shall apply.
- iv. In case of ongoing projects, the value of completed work done shall be considered for the purpose of qualifying criteria.
- v. The period of 7/15/20 years as above shall be reckoned from the date of issue of NIT. If the work for which experience is being claimed has been completed in last 7/15/20 years period, even if it has started earlier, the same shall be considered except for clause 5.5.4.2.
- vi. Experience of review of Design and Engineering shall also be considered.
- vii. Experience of supervision of erection, testing and commissioning of applicant shall also be considered at par with own erection, testing & commissioning of HM equipment.
- viii. Experience certificate and work order from employer should be submitted alongwith the bid to substantiate the experience in all cases.

### **5.5.5 Financial Criteria**

- i) Submission of audited balance sheets or if not required by the law of the Applicant's country, other financial statements acceptable to the Employer, for the last three years to demonstrate:
  - (a) The net worth shall be positive in two years out of the last three immediate preceding financial years. However, the Net Worth of the immediate preceding financial year shall be positive. The Net Worth shall be submitted in terms of the definition under sub-section 2 (57) of the Companies Act, 2013 as amended from time to time, duly certified by Statutory Auditor/ a practicing Chartered Accountant .
  - (b) Capacity to have a Cash Flow Amount/Working Capital of at least INR 15.50 crore or equivalent as evident from the immediate preceding financial year as per the audited Balance Sheet / equivalent Financial Statements. Working Capital/Cash Flow amount shall be submitted as a difference of Current Assets and Current Liabilities, duly certified by Statutory Auditor/ a practicing Chartered Accountant .

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In case of Joint Venture/Consortium, requirement of working capital/net cash flow is to be distributed among members, so that every member should satisfy the minimum requirement for the part of work to be executed by him, as under:

<b>Sr.</b>	<b>Part of Works</b>	<b>Minimum working capital/net cash flow requirement (INR)</b>
1	Civil Works	12.00 crore
2	HM Works	3.15 crore
3	Design and Engineering Services	0.35 crore

- ii) **Average Annual Construction Turnover:** Minimum average annual construction turnover shall be INR 140.00 crore or equivalent for the immediate preceding two consecutive financial years.

In case of JV/Consortium, requirement of turnover will be as under:

<b>Joint Venture/Consortium Partner</b>	
Lead Partner	Not less than 50% of the Average Annual Construction Turnover requirement i.e. INR 70.00 Crore
Other Partner (Each)	Not less than 20% of the Average Annual Construction Turnover requirement i.e. INR 28.00 Crore
All the partners of the JV/Consortium shall collectively fulfil as a whole the turnover requirement of INR 140.00 Crores.	

**General Notes for clause 5.5.5:**

- i. Sub-contractor's financial parameters shall not be considered for working out net worth, turnover and working capital of the Bidder.
- ii. Construction Turnover duly certified by Statuary Auditor/ a practicing Chartered Accountant of the bidder/partner shall only be taken into consideration for evaluation purpose.
- iii. Annual Report comprising audited Balance Sheets, Profit & Loss Accounts, the schedules and other Financial Statements of the immediate preceding three (3) years should be furnished by the bidder for evaluating the requirement stipulated hereinabove.
- iv. Immediate preceding financial year shall be the financial year ending six months before the last date of submission of Bids. For example, if the last date for submission of bids is between 1<sup>st</sup> April 2020 to 30<sup>th</sup> September, 2020, then the immediate preceding financial year shall be 2018-19 in case the Board has not approved the annual accounts for year 2019-20. In case board has approved the annual accounts for financial year 2019-20, then bidder has to submit such account and the year 2019-20 shall be taken as immediate preceding financial year. Similarly, where the last date for submission of bids is between 1<sup>st</sup> October, 2020 to 31<sup>st</sup> March, 2021, then the immediate preceding financial year shall be 2019-20.

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- v. Equivalent financial statement shall mean the financial statement which is to be prepared as per the law of bidder's country.
- vi. For the purpose of compliance of the stipulated turnover criteria given at Financial Criteria, the construction turnover from JV/Consortium(s) as declared in the Joint Venture/Consortium Agreement shall also be considered. The proportionate JV/Consortium turnover shall be certified by their statutory auditor if the same is not appearing in Audited Financial Statement.

**5.5.6 Bid Capacity**

The available Bid capacity of the Bidder for the participation in the present tender, calculated as under should not be less than INR 371.00 Crore.

$$\text{Available Bid capacity} = 2.0 \times A \times N - B$$

Where;

- A= Indexed value of maximum value of works executed (in a on-going or completed project ) in any one year during last 20 years, keeping index of inflation as 6% (compounded annually) for calculating A at present Price Level.
- N = Number of years prescribed for completion of the subject contract package
- B = Value of existing commitments (latest not before the date of issuance of NIT) and on-going works to be completed in next "N" years.

In case of Joint Venture/Consortium, requirement of bid capacity is to be distributed among partners, so that every partner should satisfy the minimum requirement for the part of work to be executed by him, as under:

Sr. No.	Part of Works	Minimum Bid Capacity requirement (INR)
1	Civil works	288.00 crore
2	HM works	76.00 crore
3	Design and Engineering Services	7.00 crore

Note: The information related to the maximum value of works executed in any one year during the last 20 years and existing commitments including ongoing works shall be supported with a certificate from the Statutory Auditor/ a Chartered Accountant firm.

**5.5.7 Non –performance**

Non-performance of a contract did not occur as a result of bidder's default in the last 10 years reckoned from the date of issue of NIT.

Non-performance, as decided by the employer, shall include all contracts where

- (a) Non-performance was not challenged by the bidder, including through referral to the dispute resolution mechanism under the respective contract, and
- (b) Contracts that were so challenged but fully settled against the bidder.

Non-performance shall not include contracts where employer's decision was overruled by the dispute resolution mechanism.



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Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the bidder have been exhausted.

### **6 Nature of Bidders**

#### **6.1 General**

- i. The Bidder should either be a single entity or a JV/Consortium formed for participating in the tendering for this Project. Subject to sub-clause 6.3, the Bidder shall be allowed to associate sub-contractor(s) for certain components in which he does not have the requisite experience.
- ii. Maximum no. of JV/Consortium partners can be two (2) plus one (1) additional partner for HM works (if applicable). Each partner of JV/consortium should individually meet the complete criterion specified either under clause 5.5.1 or clause 5.5.3 or clause 5.5.4 and/or at least one of the specified criteria under clause 5.5.2.2. JV/Consortium as a whole should meet the technical and financial requirements as specified.
- iii. The lead partner can be the agency chosen by the JV/Consortium responsible for execution of Works with participation for at least 50% of total Works covered under the proposal. Such agency shall fulfill the General experience requirement for Civil Works specified under clause 5.5.2.1 and atleast one of the Specific Experience criteria specified under clause 5.5.2.2.
- iv. For meeting the experience requirement for HM works (clause 5.5.4), agency can participate either as a partner in the JV/Consortium or as a sub-contractor. For HM Works, agency qualifying on the strength of manufacture(s) cannot participate as sub-contractor.
- v. ‘Design & Engineering’ and/or ‘Construction Management’ agencies can participate either as a partner in the JV/Consortium or as a Sub-Contractor of the JV/Consortium subject to meeting of qualifying requirements.

#### **6.2 JV/Consortium Bidders**

JV/Consortium shall comply with the following minimum qualifying requirements:

- (i) The Lead Partner to fully meet the following:
  - General construction experience criteria specified in para 5.5.2.1.
  - Average Annual Construction Turnover as per criteria specified under financial criteria in para 5.5.5 (ii).
  - Working Capital as per criteria specified under financial criteria in para 5.5.5 (i) (b)
  - One or more of the Specific Experience criteria as specified in para 5.5.2.2.
- (ii) The other partner (s) to individually meet the following:
  - Average Annual Construction Turnover as per criteria specified under financial criteria in para 5.5.5 (ii).
  - Working Capital as per criteria specified under financial criteria in para 5.5.5 (i) (b).

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- One or more of the criteria of specific experience for the components specified under para 5.5.2.2 or experience of Design and Engineering as specified under para 5.5.1 or experience of Construction Management Services as specified under para 5.5.3 and/or experience of HM works as specified under para 5.5.4.
- (iii) Any one of the Specific Experience for Civil Works and each of the Specific Experience of HM works, experience of ‘Design & Engineering’ and experience of ‘Construction Management Services’ to be met individually by the Lead partner and / or other partner, as the case may be.
- (iv) All the partners of the JV/Consortium to individually fulfill the Net Worth criteria specified under Financial Criteria in para 5.5.5 (i) (a).
- (v) The Bid Capacity requirement shall be satisfied by individual partner of JV/Consortium as per criteria specified under para 5.5.6.
- (vi) The JV/Consortium shall collectively satisfy, as a whole of the Financial as well as Technical Qualifying Requirements.
- (viii) The parties forming JV/Consortium shall be required to submit a copy of JV/Consortium agreement already entered into for the purpose. The JV/Consortium agreement should contain the role and responsibility of each constituent. It shall also be brought out in the JV/Consortium agreement that in case the Contract is awarded to the JV/Consortium, each partner of the JV/Consortium shall be responsible for execution of that part of Works for which he claims to have specific experience.
- (ix) An Overall Agreement to ensure joint and several responsibility shall also be signed with all the members of JV/Consortium on one part and the Employer on the other part in accordance with sub-clause 35.1 of ITB.

### **6.3 Bidders with Sub-Contractors:**

In case the Bidder does not have requisite specific experience, he can associate sub-contractor(s) for specified activities as brought out below in para (iii). The criteria to be met by such Bidders shall be as follows:

- (i) The Bidder himself to fully meet the following:
  - General construction experience criteria specified in para 5.5.2.1.
  - All criteria mentioned under Financial capacity in para 5.5.5
  - One or more of the Specific experience criteria specified in para 5.5.2.2
  - Bid Capacity as mentioned in para 5.5.6
- (ii) The maximum no. of sub-contractors can be two (2) plus one (1) additional sub-contractor for HM works (if applicable).
- (iii) The Bidder can propose the sub-contractor(s) for ‘Specific Experience’ under para 5.5.2.2, ‘HM works’ under para 5.5.4, ‘Design & Engineering’ under para 5.5.1 and ‘Construction Management Services’ under para 5.5.3.
- (iv) The proposed sub-contractor(s) should individually meet the complete criteria of ‘Design and Engineering’ as specified under para 5.5.1 or criteria of ‘Construction Management Services’ as specified under para 5.5.3 or criteria of ‘HM works’ as specified under para 5.5.4 and/or at least one or more of the criteria as specified under para 5.5.2.2.

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However, same sub-contractor can be proposed for meeting more than one criteria.

- (v) The Bidder and his proposed sub-contractor(s) should collectively satisfy, as a whole all the specified experience requirements.
- (vi) The Bidder and his sub-contractor(s) should submit separate undertakings that the Bidders/sub-contractors shall be responsible for execution of that item of work for which they claim to have specific experience.
- (vii) Sub-contractor(s) shall submit Performance Bank Guarantee equivalent to 5% of value of Work sublet in addition to the Performance Bank Guarantee for whole contract submitted by the successful Bidder on award of Work. In case the sub-contractor is a subsidiary company and applying for qualification on the technical strength of Parent/Holding company, this 5% Performance Bank Guarantee shall be in addition to one specified in clause 6.4 (iv) of ITB.
- (viii) Sub-Contractor shall individually meet the Net Worth Criteria (as per Cl. 5.5.5 (i) (a)).
- (ix) An agency can participate as a Sub-Contractor in more than one bid but only in that capacity.

### **6.4 Bids by Merged/ Acquired/ Subsidiary Companies:**

- i. In case of an Bidder's Company, formed after merger and/ or acquisition of other companies, past experience and other antecedents of the merged/acquired companies will be considered for qualification of such Bidder provided such Bidder's Company continues to own the requisite assets and resources of the merged/ acquired companies needed for execution and successful implementation of the work package put to tender.
- ii. Similarly, if the Bidder is a subsidiary company and applies for qualification on the unconditional technical and financial strength of the Parent/ Holding company, the same shall be considered provided the Parent/ Holding company commits to sign a separate agreement with the SJVN Ltd. (in the Format included in Section-3) evincing full support for the technical and financial requirements of the subsidiary company and commit to take up the work itself in case of non-performance by the subsidiary company in the event of award of the work to the subsidiary company. An undertaking by the Parent/Holding company to this effect shall be submitted alongwith the bid (in the Format provided in the Bid Document).
- iii. For the purpose stated herein above in this clause, 'Parent Company' shall mean the 'Holding Company' owning majority (more than 50%) shares of such Bidders (Subsidiary) Company. Similarly by extensions of this interpretation, if "A" is owned by a ' Holding Company' "B" which in turn is owned by another Holding Company "C" then "C" is construed as the 'Parent Company' of "A" as well and so on. An apex 'Parent Company' may own number of independent Subsidiary / Group Companies and if any of these Subsidiary/Group Company commits assured support and unhindered access to its assets and resources to another Subsidiary/Group Company (Bidders in this case) under the same apex 'Parent Company' then experience and other credentials of such Subsidiary/Group Company shall also be considered for qualification of the Bidders Subsidiary Company provided such commitment is evidenced /authorized and guaranteed by the apex 'Parent Company'.

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- iv. In case the Bidder (subsidiary company) gets qualified and awarded the work package, the Parent company/Holding Company will be required to furnish an additional performance bank guarantee of value equivalent to (5%) five percent of the Contract Price or portion of work (where subsidiary Company is JV/Consortium partner or a sub-contractor) as the case may be, in addition to normal Performance Bank Guarantee to be submitted by the Bidder to the Employer besides entering into a separate Agreement in the requisite Format provided in the Bid Document. The experience of subsidiary companies of the Parent/ Holding Company will be considered experience of the Parent/ Holding Company.
- v. However, for fulfilment of financial criteria, financial evaluation vis-s-vis the requirement as stated above shall be done on the basis of consolidated printed annual report for the immediately preceding three (03) years of the Parent/ Apex Parent Company submitted by the bidder along with the bid.

**6.5 Evaluation of Specific Experience**

For evaluation of specific construction experience of various Bidders, following criteria shall be considered:-

- (i) The evaluation of Bidder's specific construction experience for a work executed on JV/Consortium basis shall be based on his role and scope of work in such JV/Consortium. To establish his role and scope of work in such joint venture/Consortium contracts, the Bidders shall adduce documentary evidence to the extent of his claimed experience. In case the quantum of work as per experience certificate does not match with the scope of work as defined in the JV/Consortium agreement, then the experience credentials shall be considered as per the experience certificate issued by the employer /client.
- (ii) In case scope of work of individual partners is not clearly defined in the JV/Consortium agreement then credential of Bidders being partner in a JV/Consortium shall be decided in the following manner:-
  - a. Where specific experience certificate in respect of individual JV/Consortium partners is available, the same shall be considered to the extent of work executed by such JV/Consortium partner.
  - b. Where specific experience certificate is not available, or experience certificate is issued in the name of JV/Consortium, the evaluation shall be done in the following manner:-
    - i. In case the participation / profit sharing percentage of Bidders as per JV/Consortium agreement is at least 35%, full credit of the work executed by the JV/Consortium shall be given to such Bidders.
    - ii. In case the participation / profit sharing percentage of Bidders in JV/Consortium is less than 35%, no credit of work executed under such JV/Consortium shall be given to such Bidders.
    - iii. Notwithstanding (i) and (ii) above, in case of availability of specific experience certificate, (a) above shall apply.

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In case both participation share and profit sharing ratio are available in the JV/Consortium, participation share shall prevail.

- (iii) For the portion of work executed through a sub-contractor, full experience for that portion of work can be claimed by the contractor as well as sub-contractor for fulfilling criteria for evaluation of Bidder's specific experience.

**7. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**8. SITE VISIT**

8.1 The Bidders in their own interest, should inspect and examine the Site and its surroundings and satisfy themselves, before submitting their bid, in respect of the Site conditions including but not restricted to the following which may influence or affect the Works or cost thereof under the Contract:

- a) Site conditions including access to the Site, existing and required roads and other means of transport/ communication for use by them in connection with the Works;
- b) Requirement and availability of land and other facilities, for their enabling works, colonies, stores and workshops etc., Such land shall be arranged by the Contractor at his own cost,
- c) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from;
- d) Source and extent of availability of suitable materials including water, etc. and labour (skilled and un-skilled), required for Works and laws and regulations governing their use and employment;
- e) Geological, meteorological, topographical and other general features of the Site and its surroundings as are pertaining to and needed for the performance of the Works;
- f) The limit and extent of surface and sub-surface water to be encountered during the performance of the Works and the requirement of drainage and pumping;
- g) The type of Equipment and facilities needed, preliminary to, for and in the performance of the Works; and
- h) All other information pertaining to and needed for the Works including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this Contract.
- i) Environmental aspects.
- j) All applicable taxes, duties, royalty, cess, octroi etc.
- k) Feasibility and adequacy of extracting material from the identified quarries.

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- 8.2 The Bidders should note that information, if any, in regard to the site and local conditions, in these Bid Documents is indicative only and has been given merely to assist the Bidders and is not exhaustive.
- 8.3 The Bidders should note and keep in mind that the Employer shall bear no responsibility for former's lack of acquaintance of the Site and other conditions or any information relating thereto. The consequences of the lack of any knowledge, as aforesaid, on the part of the Bidders shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer.
- 8.4 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 8.5 The Bidders should note and bear in mind that the costs of visiting the Site shall be at the Bidder's own expenses.
- 8.6 The Site visit report shall form part of Attachment –5, 'Bidder's Appreciation of the Project' as per requirement of sub-clause 13.2 (e) of ITB.

**B. BID DOCUMENTS**

**9. CONTENT OF BID DOCUMENTS**

- 9.1 The Bid Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 11:

<b>Volume</b>	<b>Section</b>	<b>Content</b>
<b>Volume -1</b>	Section 1	Press Notice, NIT
	Section 2	Instructions to Bidders (ITB) and Bid Data
	Section 3	Bidding Forms
<b>Volume – 2</b>	Section 4	General Conditions of Contract
	Section 5	Particular Conditions of Contract
	Section 6	Contract Forms
<b>Volume – 3</b>	Section 7	Project Information
	Section 8	Comprehensive Geotechnical Report (Including detailed report in Part 1&2)
<b>Volume – 4</b>	Section 9	Employer's Requirement
	Section 10	Price Schedule
	Section 11	Schedule of Payments
<b>Volume – 5</b>	Section 12	Safety, Health & Environment (SHE) Manual and Conditions of Contract on SHE
	Section 13	Drawings

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The Bid documents up to 5 MBs only can be uploaded as “single document” at the portal. As such bid documents having size more than 5 MBs shall be loaded in the form of multiple documents at the portal.

### **10. CLARIFICATION OF BID DOCUMENTS**

- 10.1 A prospective Bidder requiring any clarification on the Bid Documents may notify the Employer through e-mail to [civilcontract@sjvn.nic.in](mailto:civilcontract@sjvn.nic.in). The Employer will respond to such requests through the portal <https://sjvn.abcprocure.com> by clarifying the same in the pre-bid meeting, which are received 3 days prior to pre-bid meeting. Any clarification requiring an amendment to the Bid Documents shall be issued as Addenda as per the Clause 11. The Employer shall not be obliged to respond to any request for clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Employer’s response (including an explanation of the query but not identification of its source) will be uploaded on portal <https://sjvn.abcprocure.com> at least 10 days prior to the deadline for submission of bids, where the Bidder can see clarification/reply to query/ amendment to the Bid Documents, if any.

### **11. AMENDMENT TO BID DOCUMENTS**

- 11.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bid Documents by issuing Addenda.
- 11.2 Any changes in the Bid Document shall be incorporated and revised Bid Documents shall be communicated through the portal <https://sjvn.abcprocure.com>.
- The communication/alert regarding the notification of revised Bid Document shall also be sent by the portal directly to all the prospective Bidders. The revised Bid Documents will be binding on the Bidders and the notification through portal, sent to the prospective Bidders, shall be deemed to be construed that such revised Bid Documents have been taken into account by the Bidder in its bid.
- 11.3 To give prospective Bidders reasonable time to take an Addendum into account in preparing their Bids, the Employer shall extend as necessary, the deadline for submission of Bids, in accordance with Clause 22 and notify on portal <https://sjvn.abcprocure.com> where all prospective Bidders may see the extended deadline.

## **C. PREPARATION OF BIDS**

### **12. LANGUAGE OF BID**

- 12.1 The Bid and all correspondence and documents related to the Bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied with a certificate of an authorized translator certifying therein an accurate translation of the relevant passages in the above stated language, in which case, for the purposes of interpretation of the Bid, the translation shall prevail.

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**13. DOCUMENTS COMPRISING THE BID**

13.1 The Bid submitted by the Bidder shall comprise the following documents:

- a) Letter of Tender duly completed and signed by the Bidder, together with all Attachments identified in Sub-Clause 13.2 below.
- b) Price schedules duly completed by the Bidder.
- c) Data related to Qualifying requirements (including Qualification Forms, data for establishing bid capacity).
- d) The Bidder shall also submit detailed proposals outlining Bidders proposed methodology of design and construction backed with their equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, demonstrating their capability of achieving the completion of Works as per specified Interim Contract Milestones within the stipulated Time for Completion referred to in the Particular Conditions of Contract

13.2 Each Bidder shall submit with its bid the following attachments:

- (a) **Attachment-1:** Bid Security

A bid security furnished in accordance with Clause 18.

- (b) **Attachment-2:** Power of Attorney

A power of attorney, as per Sub-clause 5.1 (a), indicating that the person(s) signing the Bid has the authority to sign the Bid and that the Bid is binding upon the Bidder during the full period of its validity in accordance with Clause 17.

- (c) **Attachment-3:** Bidder's Eligibility and Qualifications

Bids submitted by a JV/Consortium of firms/companies as partners shall comply with the following requirements:

- (i) The bid has to be signed as per sub-clause 5.2 (b), so as to be legally binding on all partners
  - (ii) Authorization to carry out the bidding as per sub clause 5.2 (b).
  - (iii) The payments against the Contract shall be made to the JV/Consortium or to the individual partners of the JV/Consortium as is proposed by the Bidder and accepted by the Employer before award of the Contract.
  - (iv) All partners of the JV/Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contractual terms, and a statement to this effect shall be included in the authorization at (ii) above, as well as in the bid and in the Agreement (in case of a successful bid).
  - (v) A declaration in respect of the submitted bid conforming to the requirement of Sub-clause 5.1 (e).
- (d) **Attachment-4:** JV/Consortium Agreement (attested by Notary Public) and signed between Lead Partner and the other Partner(s) of JV/Consortium as per format included in Bid Document.



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(e) **Attachment 5:** The Bidder's Appreciation of the Project

It should include a report on the site inspection, awareness and understanding of all the principal technical and logistic problems related to transportation and erection of the Equipment and construction of Works. The site visit report shall form part of this Attachment.

(f) **Attachment 6:** Bids with sub-contractor(s):

Bids submitted by a Bidder with sub-contractor shall comply with the following requirements:

- (i) Undertakings by the Bidder and his sub-contractor(s) that the Bidder /sub-contractors shall be responsible for execution of that part of work for which they claim to have specific experience.
- (ii) A Joint Deed of Undertaking by the Bidder and his sub-contractor(s).

(g) **Attachment 7:** Bids by a Merged/Acquired/subsidiary company:

Bids submitted by a Merged/Acquired/subsidiary company shall comply with the following requirements:

Undertaking by the Parent/ Holding Company evincing full technical and financial support to the subsidiary and commitment by the parent / Holding company to take up the work itself in case of non- performance of the subsidiary company and to provide additional performance guarantee and also to enter into separate agreement with the Employer to that effect.

(h) **Attachment-8:** Integrity Pact,

- (i) Integrity Pact Duly signed between Employer and the Bidder in accordance with Sub-Clause-3.3 of ITB.
- (ii) Undertaking signed by Bidder in accordance with sub-clause 3.2 of ITB regarding Banning of Business dealings.

(i) **Attachment-9:** Undertaking regarding non-performance

Undertaking regarding non-performance. [As per ITB 5.5.7]

(j) **Attachment-10:** Declaration regarding Local content percentage in accordance with Public Procurement (Preference to Make in India), Order 2017 and as amended from time to time.

#.....

# (Any other Attachment, if required, shall be attached with letter of Tender)

**14. LETTER OF TENDER AND PRICE SCHEDULES**

The Bidder shall complete the Letter of Tender and the Price Schedules furnished in the Bid Documents under Section-3 (Bidding Forms) and Section-10 (Price Schedules) respectively, following the requirements of Clauses 15 and 16.

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**15. BID PRICE**

15.1 For Design & Engineering Services, Civil works (inclusive of Construction Management Services) and HM Works Bidders shall quote lump-sum price in Price Schedule (Section-10, Volume-4).

The Total Bid Price of each Bidder shall be the Grand Total appearing in Price Schedule.

15.2 Bidders shall quote for the entire Works on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations in terms of the bid document, which includes but not limited to Design & Engineering including further surveys and investigations, model studies, instrumentation, quality assurance, acquisition of all permits, approvals & licenses, manufacture including procurement, delivery, construction, installation, testing, commissioning of Works (including Plant) and remedy any defects therein.

15.3 The Bidder shall fill in rates and prices for all items of the Works in the Price Schedules. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Price Schedules.

15.4 There is no provision in the tender for offering of rebate/discount as the bid evaluation shall be carried out on the basis of e-tender/e-Reverse Auction (e-RA) process under clause 30.4.

15.5 All duties, taxes, and other levies payable by the Contractor under the Contract, shall subject to clause 15.6 herein be included in the rates and prices and the total Bid Price submitted by the Bidder after taking into consideration all input tax credit (ITC) available to the Bidder under relevant acts.

15.6 Unless otherwise provided in the Bid Data and Particular Conditions of Contract, the rates and prices are subject to adjustment during the performance of the contract in accordance with the relevant provisions of contract.

**16.0 CURRENCIES OF BID AND PAYMENT**

The bid prices shall be quoted by the Bidders in Indian Rupees.

**17. BID VALIDITY**

17.1 Bids shall remain valid for the period stipulated in the Bid Data from the date of opening of Technical Bid specified in Clause 25.

17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the Bidders to extend the period of bid validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail/fax. A Bidder may refuse the request without forfeiting its bid security. A Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 18 in all respects.

**18 BID SECURITY**

18.1 The Bidder shall furnish, as part of its bid, a bid security for the amount stipulated in the Bid Data in the currency of the Employer's country.

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18.2 The bid security shall be in the form of a bank guarantee from any Indian nationalised bank/scheduled bank in India for the bank guarantee in Indian Rupees (INR). The Bank Guarantees in currencies other than INR shall be acceptable only if these are issued by an International Bank of repute situated outside India (to be confirmed by their branch in India or by any Scheduled Bank in India) or by an Authorized dealer in India as per guidelines issued by RBI from time to time.

Bank Guarantee for Bid Security in original shall be submitted in accordance with clause 21.6 of ITB. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by Registered Post (A.D) to the Employer (authority inviting tenders) with a forwarding letter.

The format of the bank guarantee shall be in accordance with the form of bid security included in Section-6 (Contract Forms). Bid securities shall remain valid for a period of 45 days, beyond the original validity period of the bid or beyond any period of extension subsequently requested under sub-clause 17.2

18.3 Any Bid not accompanied by an acceptable Bid Security and Letter of Tender together with its attachments shall be rejected by the Employer as non-responsive. The bid security of a JV/Consortium must be in the name of the individual partner of JV/Consortium in proportion to the value of the part of the work to be executed by him.

18.4 The Bid Securities of all the unsuccessful Bidders will be returned as below:

- a) The Bid Security of those Bidders, who do not qualify in Techno-Commercial evaluation, shall be returned immediately after opening the Price Bids of Techno-Commercially responsive Bidders.
- b) The Bid Security of the Bidders other than L-1 Bidder, shall be returned immediately but not later than 30 (thirty) days from the date of issue of 'Letter of Acceptance' to the successful Bidder."

No interest shall be payable on the amount of security.

18.5 The Bid Security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.

18.6 The Bid Security shall be forfeited if:

- a) the Bidder withdraws its Bid or varies any terms & conditions in regard thereto during period of bid validity or ;
- b) in the case of a successful Bidder, if he fails within the specified time limit to;
  - (i) sign the Agreement, or
  - (ii) furnish the required performance security.
- c) if the Bidder adopts corrupt or collusive or coercive or fraudulent practices covered under ITB Clause-38 or defaults committed under Integrity pact.

18.7 Bid Security shall be forfeited against a GST invoice raised on the Bidder consisting of basic amount forfeited under the relevant Service Accounting Code (SAC) and the applicable GST thereon separately. However, in case of return of Bid Security as per clause 18.4 & 18.5 above, the complete amount shall be returned to the Bidder.

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**19. PRE-BID MEETING**

- 19.1 The Bidder (in case of a JV/Consortium, lead partner alongwith other partners) is invited to attend a Pre-Bid meeting, which will take place at the venue and time stipulated in the Bid Data. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 19.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 19.3 The Bidder is requested to submit any questions through e-mail not later than 3 days before the pre- bid meeting which will be responded to and clarified in the Pre-Bid meeting.
- 19.4 Any modifications of the Bid Documents listed in sub-clause 9.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to clause 11.

**20. FORMAT AND SIGNING OF BID**

- 20.1 The Bidder shall prepare the documents comprising the Bid as described in Clause 13 of these Instructions to Bidders.
- 20.2 The Bid shall be digitally signed by a person duly authorized to sign on behalf of the Bidder, pursuant to Sub-clause 5.1(a) or 5.2 (b), as the case may be.
- 20.3 The Bid shall contain no overwriting, alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid. Corrections if any shall only be made by scoring out the cancelled portion, writing the correction, initialing and dating it by the person or persons signing the Bid.
- 20.4 The Bids shall be signed as under:
  - a) If the Bid is submitted by an individual, it shall be signed by the proprietor above his full name and name of the firm with its current business address.
  - b) If the Bid is submitted by a proprietary firm, it shall be signed by the proprietor.
  - c) If the Bid is submitted by a firm in partnership, it shall be signed by a partner holding the power of attorney. A certified copy of the partnership deed duly registered and current business address of all the partners of the firm shall also accompany the Bid.
  - d) If the Bid is submitted by a limited company, it shall be signed by a duly authorized person holding the power of attorney together with a Board resolution in this regard for signing the Bid, in which case a certified copy of the power of attorney supported with resolution of BOD shall accompany the Bid. Such limited company may be required to furnish satisfactory evidence of its existence before the contract is awarded.
  - e) If the Bid is submitted by a JV/Consortium, it shall be signed by the authorized signatory of the Lead Partner, having notarized Power of Attorney in accordance with clause 5.2 (b) of ITB.

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- f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.

**D. SUBMISSION OF BIDS**

**21. PREPARATION, UPLOADING AND SUBMISSION OF BIDS**

- 21.1 Tender documents may be downloaded from <https://sjvn.abcprocure.com> after making online payment against its cost and tender shall be submitted online following the instructions appearing on the screen. Guidelines for e-tendering system are available on e-tender portal & also as Annexure-A, of NIT.

Bids shall be submitted online in single stage with contents indicated in paragraphs 21.2 and 21.3 below. In the first Envelope, Qualification Particulars and Techno-commercial Bid shall be submitted. The Techno-commercial bid of only those Bidders who meet the minimum qualifying criteria as per Clause 5.5 shall be evaluated. After Techno-commercial evaluation, the Price Bids of Bidders whose Techno-commercial proposals are found responsive shall be opened.

The bid should be serially numbered and properly indexed mentioning all constituents of bid including any enclosures/attachments etc. and their location page numbers in the bid. Failure to submit the bid in systematic manner as above may result oversight of any important information provided by the Bidder for which SJVN shall not be responsible.

- 21.2 **Online Submission:** Envelope-I Bid (Qualification Particulars and Techno-commercial Bid) shall contain the following :

- a) The Letter of Tender, duly filled in and signed without indicating the prices alongwith attachments.
- b) All Data Sheets, duly completed.
- c) All information including scanned copies of documents required to be submitted as per ITB 21.6 and other data required to be submitted by Bidders in accordance with the Instructions to Bidders/ Addenda, including all supporting documentation, which the Bidder wishes to submit as part of his Techno-commercial Bid.

All bidding forms and data sheets relating to prices or having other financial implications shall be left blank, which must also contain no other information, data and details relating to prices. The above documents shall be digitally signed by the Bidder.

- 21.3 **Online Submission:** Envelope-II (Price Bid) shall contain the following :

- a) The Letter of Tender, complete in all respects and duly signed.
- b) The Price Schedules duly filled in electronic form in conformity with the tender specification on the portal only.

Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

- c) All other material required as per the Instructions to Bidders to be included in the Price Bid.

No material relating to any technical matters shall be included in the Price Bid.

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21.4 All instructions in this respect contained in Section-2 (Instructions to Bidders) and Addenda, if any, shall be followed. The Envelope-I and Envelope-II are to be uploaded online only. Further, the documents listed under clause 21.6 of ITB, shall be submitted in hard copy to the Employer.

21.5 **Marking of offline Submission:** The envelope containing hard copy of documents shall be marked as follows:

**The envelope shall be super scribed as “Hard Copy of documents for  
“.....HE Project, Package-....”**

21.6 **Offline Submission:** Bidders shall submit the following documents in an envelope by the due date and time of receipt of bid as mentioned in Bid Data. The envelope received late or after the prescribed due date and time will not be entertained. SJVN will not be responsible for any postal delay.

- i. Bid security (in original) in the form of Bank Guarantee clearly mentioning ‘Bid Security’.
- ii. Power of Attorney as per ITB sub-clause-5.1 (a) clearly mentioning ‘Power of Attorney’.
- iii. Authorization for uploading the bid in terms of ITB sub-clause-5.2 (b).
- iv. Integrity Pact as per ITB sub-clause 3.3
- v. JV/Consortium Agreement (in original), if applicable.
- vi. Any other document requested as per ITB.

21.7 No price sensitive information is to be submitted in the form of hard copy.

21.8 The inner and outer envelopes containing hard copy of documents shall;

- a) be addressed to the Employer at the address provided in the Bid Data;
- b) bear the name and identification number of the contract as defined in the Bid Data; and
- c) provide a warning not to open before the time and date for bid opening, as specified in the Bid Data.

21.9 In addition to the identification required in Sub-clause 21.8, the envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause 22 and to identify pursuant to Clause 24.

21.10 If the envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement.

21.11 The following documents may be scanned & uploaded on the portal as per table given below:

S. No.	Description of Documents	Name of File to be uploaded on the portal
1.	Power of Attorney	poa.pdf

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2.	Financial Balance Sheets (for the three years )	balsheet.pdf
3.	Construction Schedule (BAR Chart)	barchart.pdf
4.	Bank Guarantee (EMD)	EMD.pdf
5.	Other Documents (as per ITB)	other.pdf

1. The various documents are to be uploaded with the help of ‘MAP’ link provided at the relevant section of the portal.
2. Bidder may put three (03) characters suffix for each file preceded by an ‘under score’ for their identification. (Example- poa\_xyz.pdf)
3. In case more file are to be uploaded under the same head Numeric suffix may be put by the Bidder. (Example - poa1\_xyz.pdf, poa2\_xyz.pdf, poa3\_xyz.pdf.....).
4. For uploading any additional documents Bidder may decide the name of file with prefix as ‘other’ succeeded by ‘under score’ and suffix as name of document in short. (Example – other\_ISO certificate1\_xyz.pdf, other\_ISO certificate2\_xyz.pdf ..... )
5. For other types of files supported on the portal, please refer the related provisions on the portal.

**22. DEADLINE FOR SUBMISSION OF BIDS**

- 22.1 Complete Bids must be uploaded at the portal and hard copies of the documents mentioned in clause 21.6 of ITB must be received by the Employer at the address as specified in sub-clause 21.8 no later than the time and date stipulated in the Bid Data. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the hard copy of the documents will be received up to the specified time on the next working day. However, the date and time for online submission of the bids shall continue to be the date and time specified in the Bid Data or any amendment for the same.
- 22.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 22.3 The Employer shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall remain unopened on the portal and shall not be considered at all any further.

**23. LATE BIDS**

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode. Similarly hard copies of the Off-line documents, if received by the Employer after the deadline for submission of Bids prescribed in Bid Data, then it will be considered as ‘Late Bid’ notwithstanding the fact that the Bidder has uploaded the bid online within the stipulated

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deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further.

**24. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS**

- 24.1 The Bidder may modify, substitute, or withdraw his bid after its submission but in any case before the official deadline for submission as per the provisions at the portal.
- 24.2 Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid Due Date and time, shall be disregarded.
- 24.3 Withdrawal of a Price Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in Clause 17 shall result in the forfeiture of the Bid Security pursuant to Sub-Clause 18.6 hereby.

**E. BID OPENING AND EVALUATION**

**25. BID OPENING**

- 25.1 The Employer will open the Bids in the presence of Bidders designated representatives who choose to attend, at the time, date, and location stipulated in the Bid Data. The Bidders representatives who are present shall sign a register evidencing their attendance. No Bid shall be rejected at the Bid opening except for the late Bids pursuant to clause 23 hereof.

Bidders may also view tender opening online on the portal at their end. The date of opening of Price Bids shall be intimated separately to all the techno-commercially responsive Bidders. Price Bids shall be opened on due time, date and place as specified in invitation letter by the Employer. Price Bids of the Bidders who's Bids not found Techno-commercially responsive shall not be considered for opening and shall not be considered at all any further.

- 25.2 At the time of opening, all important information and any such other details as the Employer may consider appropriate, will be announced by the Employer. This shall include but may not be limited to the Bidders' names, the Bid Prices including deviations and the presence (or absence) of bid security.

**26. PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's bid.

**27. CLARIFICATION OF BIDS**

To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be through e-mail but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetical



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errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 28 hereof.

**28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 28.1 The basis and methodology for evaluation of the Qualification Particulars and techno-commercial bids shall generally be as described in the supplement to Instructions to Bidders attached as Annexure-A to these ITB. The Employer will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities and cost of Bid Document have been furnished, whether the documents have been properly signed, whether all the requisite declaration, undertakings have been furnished and whether the bids are generally in order.
- 28.2 The Price Bid should be duly filled in electronic form in conformity with the tender document on the portal only. The Price Schedules are to be filled in for filling prices/ rates of the items to be filled in by the Bidder. The calculation of amount by multiplying the quantities with the rates filled in by the Bidder, sub-totals, total etc. shall be done by formulae already provided in electronic form. Wherever prices for items is left blank, in the Price Schedules, it shall be deemed to have been included in other items.
- 28.3 The Employer may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the evaluation of Bids, pursuant to these Clauses.
- 28.4 Prior to the detailed evaluation, the Employer will determine whether each Bid is of acceptable quality, is complete and is substantially responsive to the Bid Documents. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bid Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bid Documents, the Employer's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

The Employer's determination of a Bid's responsiveness is to be based on the content of the Bid itself without recourse to extrinsic evidence.

- 28.5 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28.6 All the Bidders shall be informed, about their status of qualification/ disqualification/ techno-commercial responsiveness, in a single letter.

**29. CONVERSION TO SINGLE CURRENCY FOR EVALUATION OF BIDS**

Deleted

**30. EVALUATION AND COMPARISON OF BIDS**

- 30.1 In evaluating the Price Bids, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price by making any correction for errors pursuant to Sub-clause 15.1.

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- 30.2 The 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.
- 30.3 Any adjustments in price that result from the above procedures shall be carried out, for purposes of comparative evaluation only, to arrive at an “Evaluated Bid Price.”
- 30.4 Subject to clause 31.1 (a) (ii), after arriving at L1’s Evaluated Bid Price through e-tender, the qualified Bidders shall participate in E-Reverse auction process as described under clause 31.

**31. E-Reverse Auction**

31.1. Process:

a) Eligibility Criteria for participation in e-RA:

- i. Only techno-commercially responsive Bidders with valid digital signature certificate, who participate in the initial e-tendering process, will be eligible to participate in the subsequent e-RA.
- ii. Where number of eligible Bidders at Price bid stage is three or less than three, then successful Bidder shall be decided on the basis of e-tender, if SJVN does not decide to cancel/annul the tendering process for any reason and if the price of lowest Bidder is found reasonable and acceptable to SJVN.
- iii. Where number of eligible Bidders at Price bid stage is four or more than four, then e-RA process will be followed after e-tendering.
- iv. Under no circumstances, there shall be less than three independent Bidders participating in e-RA after elimination.
- v. In case number of eligible Bidders at price bid stage is four, then, the highest (H1) Bidder shall not be eligible for e-RA.
- vi. In case number of eligible Bidders at Price bid stage is five or more, then 50 % of highest ranked Bidders in excess of three shall not be allowed to participate in e-RA. e.g. if number of eligible Bidders at Price bid stage is “n” then, “X” number of Bidders to be eliminated, will be determined as follows:

$$X = (n-3) \times 0.5; n > 4$$

In case “X” is a fraction then it shall be rounded off to the lower whole number.

Please see the illustration table below:

**Illustration of above considering upto 20 nos. bidders**

No. of eligible bidders participating in e-tendering at price bid stage	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
No. of bidders eligible for e-RA (after elimination)	No ERA	No ERA	No ERA	3	4	5	5	6	6	7	7	8	8	9	9	10	10	11	11	12

- b) e-RA will be done on total bid price and the unit rates of the winning Bidder quoted in e-tender shall be reduced pro-rata to match with the e-RA bid price.

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- c) After technical evaluation of the bids & opening of price bids, the Bidders, eligible for e-RA as per methodology above, will be intimated. Such qualified Bidders shall be eligible to participate in the e-RA to be conducted by the e-procurement/e-RA service provider.
  - d) e-Procurement/e-RA service provider will guide the shortlisted Bidders for this purpose and the Bidders shall abide by Rules for e-RA as specified herein under.
- 31.2 Start/Base Price: For e-RA, L1 evaluated bid price through e-tendering shall be taken as start/base price.
- 31.3 e-RA will be conducted on scheduled date & time which shall be conveyed to the eligible Bidders through e-mail.
- 31.4 The start/base price and the minimum bid decrement value shall be available to qualified Bidders only on the e-procurement website, sixty minutes before the start of e-RA Process.
- 31.5 The first online bid for e-RA shall be lesser than the price by minimum one decrement (0.1% of L-1 evaluated price). The subsequent online bids will be lesser than the first online bid by minimum one decrement value. The final bid shall prevail over the earlier bids.
- 31.6 The Bidder will be able to view leading bid in the auction and/or his own rank, bid placed by him during the event, Opening Price and Decrement price on screen along with other necessary fields in the e-RA. Names of Bidders shall be displayed as dummy names to maintain anonymity.
- 31.7 e-RA duration: The duration of e-RA shall be initially for a period of one hour. However, in case any Bidder places a bid within the last 10 minutes before scheduled closing of the e-RA and if the bid gets accepted and happens to be lowest, the duration for e-RA shall be increased by a further period of 10 minutes beyond scheduled closing time.
- Auto-extension: The auto-extension takes place only in the last 10 minutes and there will be no limits for number of auto-extensions. However, in case there is no bid in the last 10 minutes before the closing of e-RA, then e-RA shall get closed automatically.
- 31.8 Proxy Reverse Auction feature: It is a pro-Bidder feature to safe guard Bidder's interest against Internet failure or in case of Bidders who don't wish to be present in entire e-RA duration but wish to quote a minimum price that is valid for them in entire e-RA duration. This feature allows Bidders to place an automated bid against other Bidders in the e-RA without having to enter revised bid again and again during the e-RA process. The proxy bid amount cannot be changed until the lowest bidding amount reaches the proxy bid amount, after which it can be lowered. Bids shall be submitted by the system on behalf of the proxy Bidder in decrements i.e. decreasing bid amounts upto the proxy bid amount.
- 31.9 Bidders shall submit most competitive prices through e-tendering since these prices may be considered for final award in case e-RA event is not resorted to, due to reasons mentioned herein.
- 31.10 At the end of e-RA, the closing/final Price shall be available on screen. The ratio of closing/final price through e-RA and originally quoted price through e-tendering shall be applied on all elements of originally quoted price to arrive at the final price break up (i.e. unit rates) which shall be considered further for final award.

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- 31.11 Cancellation: During e-RA, if no bid is received within the specified time duration of the e-RA, SJVN, at its sole discretion, may decide to reschedule/scrap the e-RA process or finalize the tender based on Price Bids received through e-tendering if SJVN does not decide to cancel/annul the tendering process for any reason and if the price of lowest Bidder is found reasonable and acceptable to SJVN.
- 31.12 On the basis of these terms and conditions, SJVN Limited, at any time before the placement of order on successful Bidder, shall be at liberty to cancel, extend, reschedule the e-RA process or finalize the tender based on Price Bids submitted through e-tendering without assigning any reason.
- 31.13 On the conclusion of e-RA successful Bidder shall be the one whose e-RA price is lowest if considered reasonable at the sole discretion of SJVN Limited
- 31.14 SJVN's decision for award of Contract shall be final and binding on all the Bidders.
- 31.15 SJVN or its e-procurement/e-RA service provider shall not be liable & responsible to Bidders in any manner whatsoever for failure to access/interruption/delay & bid on the e-RA platform due to loss of internet connectivity, power failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event. On account of this, the time for the auction shall not be extended and SJVN shall not be responsible for such eventualities. Further, in such cases, the decision of SJVN Limited shall be binding on the Bidders.
- 31.16 SJVN Limited reserves the right to modify/withdraw any of the Business rules, terms & conditions of e-RA at any point of time prior to commencement of e-RA. However, any modifications in Business rules, terms & conditions of e-RA shall be duly communicated to techno-commercially qualified Bidders atleast three (03) days prior to opening of Financial Bid.
- 31.17 SJVN will provide the calculation sheet to the Bidders as applicable which will help them to arrive at the total cost to enable them to keep it ready during e-RA.
- 31.18 The e-RA would be carried out in Indian Rupees or foreign currency converted into equivalent Indian Rupees only, on the date mentioned in bid document.
- 31.19 The login ID and password for participating in e-RA will be the same as the one given to Bidders on registration on e-procurement portal.
- 31.20 In case of any issue w.r.t. e-RA not specifically dealt with in Business Rules, the decision of the SJVN Limited shall be final and binding on all concerned.

**F. AWARD OF CONTRACT**

**32. AWARD**

Subject to Clause 33 hereunder, the Employer will award the contract to the Bidder, meeting the specified qualifying requirements and also whose Bid has been determined to be substantially responsive to the Bid Documents and who has offered the lowest evaluated bid price pursuant to Clause 30 & Clause 31, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 3 and 5 of ITB hereof, provided Bidder has offered reasonable Bid Price compared to Employer's estimated cost of Works.

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**33. 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, or cancel/ withdraw invitation to Bid for any reason including national defence and security considerations and annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s).

**34. NOTIFICATION OF AWARD**

- 34.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder by email, fax and confirm by registered letter or courier that its Bid has been accepted. This letter (hereinafter and in the Conditions of the Contract) shall be called the “Letter of Acceptance” as prescribed by the Contract.
- 34.2 The notification of award (Letter of Acceptance) will constitute the formation of the contract until the contract has been effected pursuant to clause 35 hereunder.
- 34.3 The unsuccessful Bidders shall also be informed simultaneously about their status of Bids.
- 34.4 The award details shall also be posted on <https://sjvn.abcprocure.com>, [www.sjvn.nic.in](http://www.sjvn.nic.in), and [www.eprocure.gov.in](http://www.eprocure.gov.in).

**35. SIGNING OF AGREEMENT**

- 35.1 Bidder may propose signing of separate Contracts with respective members of JV/Consortium for each Package. After award of Works, depending upon composition of Bidder, a single contract or several contracts shall be signed with each member of the JV/Consortium for specific scope of work e.g. Civil works, HM works and Design & Engineering services etc.

In addition to several Contract Agreement(s), to ensure joint and several responsibility, an Overall Agreement with all the members of JV/Consortium on one part and the Employer on the other part shall be signed. The bid should clearly bring out the proposal of the Bidder in detail in this regard.

- 35.2 After notifying the successful Bidder that its Bid has been accepted, the Employer will prepare the Agreement(s) in the form provided in the Bid Documents, incorporating all agreements between the parties. The contract shall be signed in three originals (two for Employer and one for Contractor). The Contractor shall provide to the Employer 35 sets of the Contract after its execution, free of charges. Also, after checking by the Employer, the Contractor shall provide to the Employer one set of the Contract in electronic form, free of charges.
- 35.3 After issue of Letter of Acceptance, the Employer shall notify the contractor about the readiness of the Agreement. The Employer and the successful Bidder shall sign the Agreement within 14 days from the date of issue of such notice to the contractor.
- 35.4 Upon issue of Letter of Acceptance as per clause 34 hereof, the Employer will notify the other Bidders that their Bids have been unsuccessful and their Bid Security will be returned as specified in clause 18 of ITB.

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**36. PERFORMANCE SECURITY**

- 36.1 Within 28 days from the date of issue of Letter of Acceptance, the successful Bidder shall furnish to the Employer's Representative a Performance Bank Guarantee in the form stipulated in the Conditions of Contract.
- 36.2 The Bidders who are qualified on the strength of their sub-contractor shall be required to furnish an additional Performance Bank Guarantee from their sub-contractor as per Clause 4.2 of Particular Conditions of Contract.
- 36.3 In case Bidder (subsidiary company) gets qualified and awarded the work package, the Parent company/Holding Company, within 28 days from the date of issue of Letter of Acceptance, will be required to furnish an additional performance bank guarantee, as per Clause 4.2 of Particular Conditions of Contract, of value equivalent to (5%) five percent of the Contract Price or portion of work (where subsidiary Company is JV/Consortium partner) as the case may be, in addition to normal Performance Bank Guarantee to be submitted by the Bidder to the Employer besides entering into a separate agreement in the requisite Format provided in the Bid Document.
- 36.4 The form of Performance Bank Guarantee provided in Section 6 (Contract Forms), of the Bid Documents may be used
- 36.5 Failure of the successful Bidder to comply with the requirements of Clause 35 or 36 hereof shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the Bid Security, and any such other remedy the Employer may take under the provisions of the Contract .

**37. PERMANENT ACCOUNT NUMBER (PAN)**

Within 28 days from the date of issue of the Letter of Acceptance, the successful Bidder shall furnish to the Employer his Permanent Account Number issued by the Income Tax Authority in India. No payment shall be made to the Contractor unless he submits his Permanent Account Number.

**38. CORRUPT OR FRAUDULENT PRACTICES**

- 38.1 It is expected from the Bidders that they will observe the high standard of ethics during the bidding process and execution of such Contracts. In pursuance of this policy:
- (a) For the purpose of this provision, the terms set-forth below shall mean as under:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
  - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract
  - (iii) "collusive Practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Client, designed to establish bid prices at artificial, non-competitive levels.

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- (iv) “coercive Practice” means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract.
- (v) “Integrity Pact” means an agreement signed between the Contractor and the Employer committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.
- (b) An agreement called Integrity Pact between the prospective Bidders and the Employer shall be signed committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract. The Independent External Monitor(s) (IEM) appointed by the Employer shall oversee the compliance of obligation under the Integrity Pact.
- (c) A Bid shall be rejected by the Employer if it is determined at any stage that respective Bidder has engaged in corrupt or fraudulent or collusive or coercive practices or defaulted commitments under Integrity Pact in competing for or in executing the Contract in question and his Bid Security shall be forfeited. The Contractor shall not be entitled for any compensation whatsoever under this clause.
- (d) The Employer may declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing a Contract.
- (e) The documents/information submitted by Contractor may be verified by the officials of the Employer for its authenticity at any time and the Contractor shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the Contractor is not genuine, the Employer shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.

**39. E-Payment**

The Successful Bidder/Contractor shall have to furnish the following information for receiving payments against the Work through e-payment system:

1. Name of Beneficiaries:
2. Name of the Bank:
3. Branch of the Bank:
4. IFSC Code of the Branch:
5. Account No.:
6. City/Town:
7. Fax No.:
8. Telephone No.:
9. E-mail address:

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**40. Compliance of Public Procurement Policy for Micro and Small Enterprises (MSEs) – 2012**

As far as possible, the Bidder to whom this contract is awarded will procure at least 25% of the required goods/services from MSEs with the condition that atleast 5 % of the required goods/services (within the abovementioned 25% reservation) shall be procured from MSEs owned by SC/ST entrepreneurs. Further, 3% of the required goods/services (within the abovementioned 25% reservation) shall be procured from MSEs owned by Women entrepreneurs. In the event of failure of such MSEs owned by SC/ST/Women entrepreneurs the target of procurement of atleast 25% from MSEs shall be met from MSEs owned by entrepreneurs other than SC/ST/Women. Public Procurement Policy for Micro and Small Enterprises (MSEs) - 2012 has also reserved 358 items to be procured exclusively from MSEs. Accordingly, the Bidder to whom this contract shall be awarded shall procure the required items included in the list of 358 items from MSEs only.

**41. Compliance of Public Procurement Policy (Preference to make in India) Order 2017 and as amended from time to time.**

The bidder shall comply with provisions circulated by Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade (DPIIT), vide order no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 and MoP order No. 11/05/2018-Coord.dated 28.07.20 related to “Local content”, “Class-I local supplier” & “Local content percentage” and other provision mentioned therein. Further, we also acknowledge that in case, it has been found that the declaration against local content percentage given by us is false then action can be initiated against us as per Govt. Guidelines under Make in India issued from time to time.



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**Annexure-A: Technical Evaluation**

1. Technical Evaluation shall be carried out on the basis of technical submission by the Bidder, which will include the information and data provided by Bidders as specified in the Data Sheets:
  - Work Commitment ( Data Sheet 1)
  - Personnel capabilities; Personnel Candidate data (Data Sheet 2 and 2A).
  - Equipment Data (Data Sheet 3, 3A, 3B & 3C).
  - Financial Data ( Data Sheet 4)
  - Proposed Site Organization, (Data Sheet 5).
  - Proposed Sub-Contractor (Data Sheet 6)
  - Construction Programme ( Data Sheet 7 )
  - Construction Methodology (Data Sheet 8 )
  - Bidder's appreciation of the Project (Attachment 5 to Letter of Tender).
  - Quality control organization and procedures

The Bidders appreciation of the project, should include a report on the site inspection carried out prior to the Pre-Bid meeting, and must demonstrate full awareness and understanding of all the principal technical and logistic problems related to transportation and erection of the Equipment, Materials, availability of land and Infrastructures, local taxes/ duties/ royalties/levies/cess & Laws applicable for Construction Works.

2. In addition, the Bidders are expected to provide full details of Procedures for coordinating Works with other contractors and suppliers, as well as with the Employer in such a way as to avoid delays or other difficulties during the construction of Works.
  - 2.1 To facilitate completion of the technical evaluation in the limited time available, Bidders are advised.
    - To submit their technical documentation and all other data in the form and order indicated in the data sheets and/or as instructed above, and to ensure that all specific points on which information has to be submitted, as detailed in the Instructions to Bidders and any addenda thereto, are fully covered.
    - To ensure that the documentation submitted is complete in all respects but also concise.
  - 2.2 As the Programme for Bid evaluation is short, the Employer cannot accept any obligation to request clarifications or substantiating information after bids have been submitted.
- 3.0 Even though the Bidders meet the minimum qualifying criteria as per clause no 5.5(ITB), they are subject to be disqualified if they have made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements.

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**BID DATA**

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

<b>Instructions to Bidders (ITB) Clause Reference</b>	
<b>1.1</b>	<b>Summary of Works :</b> EPC Contract Package covering Design & Engineering services, Civil and Hydro-Mechanical works of Dhaulasidh Hydroelectric Project (66 MW) located in Distt. Hamirpur and Kangra in Himachal Pradesh, India.
<b>1.1</b>	<b>Name and Address of the Employer:</b> SJVN Limited, <b>Registered and Corporate Office:</b> SJVN Corporate Office Complex, Shanan, Shimla, Himachal Pradesh, India. PIN - 171006
<b>1.2</b>	<b>Period of Completion: 48 Months</b>
<b>5.1</b>	<b>Qualifying Requirement:</b> The Bidder who wishes to participate in the bid should satisfactorily meet the qualifying requirements stipulated in ITB Clause-5.5
<b>8</b>	<b>For any enquiry with respect to project site, site visit etc. the Bidder may contact the following person :</b> Head of Project, Dhaulasidh HEP (66 MW), H.No.-113, Ward No. 1, Krishna Nagar, Distt. Hamirpur, Himachal Pradesh, India, Pin : 177001 Phone no. 01972-223237, Fax : 01972-223235 Email id : hop.dshep@gmail.com
<b>15.5</b>	The Contract is subject to price adjustment as provided in Clause-13.8 of Particular Conditions of Contract.
<b>16</b>	<b>Country of the Employer:</b> India
<b>16</b>	<b>Currency of the Employer's Country:</b> Indian Rupees
<b>17.1</b>	<b>Period of Bid Validity:</b> 180 days
<b>18.1</b>	<b>Amount of Bid Security: INR 4.496 Crore.</b> <b>Period of validity: 225 days (i.e. 45 days beyond the period of Bid Validity)</b>
<b>19.1</b>	<b>Venue, time and date of the pre-bid meeting:</b>

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	<p><b>Venue:</b> To be intimated separately</p> <p><b>Date:</b> 12.10.2020 (1130 Hrs)</p>
<b>21.8 (a)</b>	<p><b>Employer's address for the purpose of hard copies of bid submission:</b></p> <p>HOD (Civil Contracts), Corporate Civil Contracts Department, SJVN Limited, SJVN Corporate Office Complex, Shanana, Shimla, 171006, Himachal Pradesh.</p>
<b>21.8 (b)</b>	<p><b>Number of the Contract: DCB-CCD-DSHEP-427-01</b></p>
<b>22</b>	<p><b>Deadline for submission of bids :</b></p> <p><b>1. Online submission 16.11.2020 (1300 Hrs.)</b></p> <p><b>2. Offline submission 23.11.2020 (1800 Hrs.)</b></p>
<b>25</b>	<p><b>Venue, time and date of bid opening:</b></p> <p><b><u>Venue</u> :</b> Corporate Civil Contracts Department, SJVN Corporate Office Complex, Shanana, Shimla, 171006 (H.P.).</p> <p><b><u>Time and Date:</u></b></p> <p><b>Envelope-I: Online bid opening 16.11.2020 (1500 Hrs.)</b></p> <p><b>Envelope-II :</b> to be intimated later on to the Bidders meeting the specified qualifying criteria and also whose Techno-Commercial Bids are found responsive.</p>

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# **Section – 3**

## **Bidding Forms**

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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# Section – 3: Bidding Forms

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# **Qualification Forms**

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**Application Form – 1: General Information**

1.	Name of firm	In case of JV/Consortium/Sub-Contractor ( ) Lead Partner ( ) Partner ( ) Sub-Contractor
2.	Head office address  <i>Country:</i>	
3.	Telephone Fax Email	Contact Person(s) Name Title/Position
4.	Place of incorporation / registration Date	
5.	Legal status of firm	Field of specialty in business
6.	Nationality of majority of Employers or share-holders	Number of management executives  Persons
7.	Number of present permanent employees: (unit: persons)  Name of Country  Home country Overseas branch 1 Overseas branch 2 All other branches	Civil Engineers      Other Engineers.      Non-Engineering
8.	Quality assurance system in head office	Certified by:
9.	Agent or representative in India Name Address Telephone	(if exists)   Fax & Email

Date \_\_\_\_\_

Signature \_\_\_\_\_

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**Application Form – 2 : General Experience Record**

Name of the Construction Company (Sole Bidder) or member of a JV/Consortium
-----------------------------------------------------------------------------

*Use a separate sheet for each member of a JV/Consortium.*

**1. Annual Construction Turnover**

*The information supplied should be the annual turnover of the Bidder (separately for each member of a JV/Consortium), for each year in the last two (2) years, converted to INR at the rate of exchange at the end of the period reported. Unless specifically asked for, Bidders need not to enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.*

Fiscal Year	Turnover	INR equivalent*
1.		
2.		

Fiscal year begins on \_\_\_\_\_ in each calendar year.

**2. General Experience**

*To demonstrate the Bidder's business experience, the following should be listed in separate sheets in a form as shown below:*

*Experience of Civil Engineering Construction works (including any categories of works but excluding HM Works and Design & Engineering Works) in the last Twenty (20) years.*

*Experience of Hydro-mechanical works in the last Twenty(20) years.*

*Experience of Design & Engineering Services in the last Twenty (20) years.*

*Experience of Construction Management Services in the last Twenty (20) years.*

No.	Name of Project	Country	Bidder's own works done	Role of the Bidder (sole contractor, or partner in JV/Consortium)	Contract period m/yr to m/yr	Bidder's contract price (INR equivalent)*
1						
2						
3						
4						

\* i) Exchange rate as on date of award of Contract.

ii) Mention exchange rate adopted.

Date \_\_\_\_\_

Signature \_\_\_\_\_

NB : To please attach detailed data sheet wherever possible.

**Application Form - 2A : JV/Consortium Summary**

*In case of JV/Consortium, this form is to be filled and attached to Form 2.*

**1. Members of JV/Consortium**

Names of all Partners of JV/Consortium		Proposed portion of work
1. Lead Partner		
2. Partner		
3 Partner		

**2. Summary of Annual Construction Turnover**

*Total value of annual construction turnover in INR equivalent converted at the rate of exchange at the end of the period reported:*

		Annual Construction Turnover – Summary (INR equivalent)	
Partner	Form 2 page no.	Year 1	Year 2
1. Lead Partner			
2. Partner			
3. Partner			
Total			

Indicate responsibility in respect of planning, Equipment, key personnel and execution of the work of the lead partner of the JV/Consortium and of each of the JV/Consortium partners.

Date \_\_\_\_\_

Signature \_\_\_\_\_

*by Lead Partner*

**Application Form -3: Specific Experience Record**

Name of Construction Company (Sole Bidder); member of JV/Consortium
---------------------------------------------------------------------

*On a separate page, using the format of Form-3A, each firm (Sole Bidder); Partner of JV/Consortium shall list all contracts of a similar nature undertaken and completed in past or ongoing, on the basis of which the Bidder wishes to qualify. The value should be based on the currencies of the contracts converted to Indian Rupees, at the date of substantial completion. The Specific Experience should include the components/criteria as indicated in attached table (Summary of Fulfilment of Technical Criteria).*

*The information in Form-3A to be summarized in the table form as shown below.*

**Summary – Completed contracts of Similar Nature :**

Name of Project(Reported on Form-3A)	Country	Name of Contract	Contractor’s role (lead partner of JV/Consortium or otherwise)	Contract value in million INR*	Schedule Completion/actual Completion (month/year)

Date\_\_\_\_\_

Signature\_\_\_\_\_

- \* i) Exchange rate as on date of award of Contract.
- ii) Mention exchange rate adopted.

NB : To please attach detailed data sheet wherever possible.

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**Summary of Fulfilment of Technical Criteria**

**(To be submitted by the Bidder)**

Sr. No	Qualifying Criteria	Reference Page No.)
<b>1</b>	<b>Technical Criteria for Design and Engineering</b>	
	<p>Experience either by Bidder itself or partner of JV/Consortium or Sub-Contractor in respect of following :</p> <ul style="list-style-type: none"> <li>i. Design and Engineering of at least one completed Hydroelectric Project in preceding twenty (20) years, in which one unit should be atleast 25 MW,</li> <li>ii. Design and Engineering for at least one completed/ongoing Hydroelectric project should have been completed in the preceding 7 years,</li> <li>iii. Design and Engineering of major components of a Hydroelectric project i.e. Concrete Dam, Power House and Tunnel in preceding 20 years, and</li> <li>iv. Design and Engineering for one Hydroelectric Project should be in operation for past two (2) years or more.</li> </ul>	
<b>2</b>	<b>Civil Works</b>	
	<p><b>General Experience</b></p> <p>The bidder as Sole Contractor or Partner of a Joint Venture/Consortium or Sub-Contractor approved by the respective employer, should have experience of executing (includes completed and ongoing projects) a Works Contract of value at least INR 186.00 Crore in the preceding 15 years.</p>	
	<p><b>Specific Experience</b></p> <ul style="list-style-type: none"> <li>(a) Experience of executing (includes completed and ongoing projects) at least one civil work involving excavation / earth work of 3,50,000 m<sup>3</sup> or more in a single contract in last 20 years.</li> <li>(b) Experience of achieving progress rate of execution of at least 2,50,000 m<sup>3</sup>excavation / earth work for any continuous period of 12 months (in a completed / ongoing project) in a single contract in last 20 years.</li> <li>(c) Experience of executing (includes completed and ongoing projects) at least one civil work involving concrete quantities of 2,00,000 m<sup>3</sup> or more in a single contract in last 20 years.</li> <li>(d) Experience of achieving progress rate of execution of at least 1,50,000 m<sup>3</sup> of concrete quantities for any continuous period of 12 months (in a completed / ongoing project) in a single contract in last 20 years.</li> </ul>	
<b>3</b>	<b>Technical Criteria for Construction Management Services</b>	
	<p>Construction or Construction Management of following major completed components by bidder itself or partner of JV/Consortium or Sub-Contractor in preceding twenty (20) years in a completed or ongoing Water Resources/Hydroelectric Projects. In case of tunnelling, the experience of</p>	

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<p>tunnelling of highway tunnel/railway tunnel/ Metro tunnel shall also be considered.</p> <p>a. Concrete Dam/Barrage of minimum 35m high. b. Power House. c. Tunnel.</p>	
<p><b>4</b></p>	<p><b>Hydro-mechanical Works</b></p>
<p><b>General Experience</b></p> <p>Bidder should have experience as sole contractor or as partner in JV/Consortium or sub-contractor approved by the respective employer of executing at least one Hydro-Mechanical work of contract value of Rs. 38.00 crore or more in the last 15 years.</p> <p><b>Specific Experience</b></p> <p>Experience, either by the Bidder itself or partner of JV/Consortium or Sub-Contractor or by the proposed manufacturer(s) who have given authorization to the Bidder in required format, in manufacturing, installation, testing &amp; commissioning of the following Hydro-Mechanical items having ratings as below in preceding 20 years (start to finish). The works executed as a sole contractor or as partner in JV/Consortium or sub-contractor approved by respective employer shall be considered.</p> <p>(i) <b>Radial Gate</b></p> <p>Manufacturing, installation, testing and commissioning of Radial Gate operated by hydraulic hoist with <math>AxH = 2960 \text{ m}^3</math>.</p> <p>(ii) <b>Vertical Lift Gate</b></p> <p>Manufacturing, installation, testing and commissioning of Fixed Wheel type Vertical Lift Gate operated by hydraulic hoist or rope drum hoist with <math>AxH = 400 \text{ m}^3</math>.</p> <p>(iii) <b>Steel Liner for Penstock</b></p> <p>Fabrication/Manufacturing, erection, testing and commissioning of Steel Liner for Penstock with <math>DxH = 200 \text{ m}^2</math>.</p> <p>Where:</p> <p>“A” denotes an area (clear width by clear height) for one gate in <math>\text{m}^2</math></p> <p>“Clear Width” denotes distance between inner faces of two opposite piers.</p> <p>“H” (for gates) denotes the normal design head at the bottom of the gate in meter.</p> <p>“D” denotes maximum inside diameter in meter of a steel liner for penstocks.</p> <p>“H” (for steel liner) denotes the maximum design head in meter.</p>	

Date \_\_\_\_\_

Signature \_\_\_\_\_

**NB : To please attach detailed data sheet wherever possible**

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**Application Form - 3A: Details of Completed and current Contracts of similar nature**

Name of Construction Company (Sole Bidder); Partner of a JV/Consortium and/or sub-contractor(s):

*Use a separate sheet for each contract.*

*List all relevant works completed in past, for which the Bidder wishes to qualify.*

<b>1.</b>	Name of project		Installed capacity: _____MW
	Country	State/Province	
	Name of river	Annual mean discharge of river: Approx. _____ m3/s	
<b>2.</b>	Name of Employer	Telephone	
	Contact Person	Fax	
	Address	Email	
<b>3.</b>	Name of contract		
<b>4.</b>	Nature of works (Tunnels, Power House and Shafts etc.) and special features (site conditions, remoteness, etc.) relevant to the contract for which the Bidder wishes to qualify:		
<b>5.</b>	Contract role (check one) <input type="checkbox"/> Lead Partner in a joint venture/Consortium <input type="checkbox"/> Prime contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a joint venture/Consortium		
<b>6.</b>	Value of contract <i>Currency:</i>	of which, Bidder's share was: %	
<b>7.</b>	Time period as per Contract Document (years and months)	Date of award:	
		Date of actual completion:	
<b>8.</b>	Works done ( <i>Bidder to add or delete items to demonstrate qualification</i> ):		
<b>1</b>	<b>Technical Criteria for Design and Engineering</b>		
	Experience either by Bidder itself or partner of JV/Consortium or Sub-Contractor in respect of following : i. Design and Engineering of atleast one completed Hydroelectric Project in preceding twenty (20) years, in which one unit should be atleast 25 MW, ii. Design and Engineering for atleast one completed/ongoing hydro project should have been completed in the preceding 7 years, iii. Design and Engineering of major components i.e. Concrete Dam, Power House and Tunnel in preceding 20 years, and iv. Design and Engineering for one Hydro Electric Project which is in operation for past two (2) years or more.		
<b>2</b>	<b>Civil Works</b>		
	<b>General Experience</b> The bidder as Sole Contractor or Partner of a Joint Venture/Consortium or Sub-Contractor approved by the respective employer, should have experience of executing (includes completed and ongoing projects) a Works Contract of value at least INR 186.00 Crore in the preceding 15 years.		
	<b>Specific Experience</b> a) Experience of executing (includes completed and ongoing projects) at least one civil		



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	<p>work involving excavation / earth work of 3,50,000 m<sup>3</sup> or more in a single contract in last 20 years.</p> <p>(b) Experience of achieving progress rate of execution of at least 2,50,000 m<sup>3</sup> excavation / earth work for any continuous period of 12 months (in a completed / ongoing project) in a single contract in last 20 years.</p> <p>(c) Experience of executing (includes completed and ongoing projects) at least one civil work involving concrete quantities of 2,00,000 m<sup>3</sup> or more in a single contract in last 20 years.</p> <p>(d) Experience of achieving progress rate of execution of at least 1,50,000 m<sup>3</sup> of concrete quantities for any continuous period of 12 months (in a completed / ongoing project) in a single contract in last 20 years.</p>
<b>3</b>	<b>Technical Criteria for Construction Management Services</b>
	<p>Construction or Construction Management of following major completed components by bidder itself or partner of JV/Consortium or Sub-Contractor in preceding twenty (20) years in a completed or ongoing Water Resources/Hydroelectric Projects. In case of tunnelling, the experience of tunnelling of highway tunnel/railway tunnel/ Metro tunnel shall also be considered.</p> <p>a. Concrete Dam/Barrage of minimum 35m high.</p> <p>b. Power House.</p> <p>b. Tunnel.</p>
<b>4</b>	<b>Hydro-mechanical Works</b>
	<p><b>General Experience</b></p> <p>Bidder should have experience as sole contractor or as partner in JV/Consortium or sub-contractor approved by the respective employer of executing at least one Hydro-Mechanical work of contract value of Rs. 38.00 crore or more in the last 15 years.</p> <p><b>Specific Experience</b></p> <p>Experience, either by the Bidder itself or partner of JV/Consortium or Sub-Contractor or by the proposed manufacturer(s) who have given authorization to the Bidder in required format, in manufacturing, installation, testing &amp; commissioning of the following Hydro-Mechanical items having ratings as below in preceding 20 years (start to finish). The works executed as a sole contractor or as partner in JV/Consortium or sub-contractor approved by respective employer shall be considered.</p> <p>(i) <b>Radial Gate</b></p> <p>Manufacturing, installation, testing and commissioning of Radial Gate operated by hydraulic hoist with AxH = 2960 m<sup>3</sup>.</p> <p>(ii) <b>Vertical Lift Gate</b></p> <p>Manufacturing, installation, testing and commissioning of Fixed Wheel type Vertical Lift Gate operated by hydraulic hoist or rope drum hoist with AxH = 400 m<sup>3</sup>.</p> <p>(iii) <b>Steel Liner for Penstock</b></p> <p>Fabrication/Manufacturing, erection, testing and commissioning of Steel Liner for Penstock with DxH = 200 m<sup>2</sup>.</p>

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	<p>Where:</p> <p>“A” denotes an area (clear width by clear height) for one gate in m<sup>2</sup></p> <p>“Clear Width” denotes distance between inner faces of two opposite piers.</p> <p>“H” (for gates) denotes the normal design head at the bottom of the gate in meter.</p> <p>“D” denotes maximum inside diameter in meter of a steel liner for penstocks.</p> <p>“H” (for steel liner) denotes the maximum design head in meter.</p>

Date \_\_\_\_\_

Signature \_\_\_\_\_

**NB: To please attach detailed data sheet wherever possible**

# **Data Sheets**

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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**Data Sheet - 1**

Page \_\_\_ of \_\_\_ Pages

**Work Commitments**

Name of Construction Company (Sole Bidder); Partner of a JV/Consortium and/or sub-contractor(s):

*Bidder should provide information on their current commitments on all construction contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion.*

Name of contract	Description of works	Stipulated date of completion	Contract Value (equivalent INR)*	Value of outstanding work (equivalent INR)*	Estimated completion date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

\* i) Exchange rate as on date of award of Contract.

ii) Mention exchange rate adopted.

Date \_\_\_\_\_

Signature -----

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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**Data Sheet - 2**

**Personnel Capabilities**

Name of Bidder or Partner of a JV/Consortium
----------------------------------------------

*For specific positions essential to contract implementation, Bidders should provide the names of at least two candidates qualified to meet the specified requirements. The data on their experience should be supplied in separate sheets using **Form 2A** for each candidate.*

1.	Title of position	
	Name of prime candidate	
	Name of alternate candidate	
2.	Title of position	
	Name of prime candidate	
	Name of alternate candidate	
3.	Title of position	
	Name of prime candidate	
	Name of alternate candidate	
4.	Title of position	
	Name of prime candidate	
	Name of alternate candidate	
5.	Title of position	
	Name of prime candidate	
	Name of alternate candidate	

**Note:** Names proposed above will be posted against the work. Any change in name at later stage will require the approval of the Employer.

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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**Data Sheet - 2A**

**Personnel Candidate Data**

Name of Bidder or Partner of a JV/Consortium
----------------------------------------------

Position		Candidate ( ) Prime ( ) Alternative	
<i>Candidate information</i>	Name of candidate		Year of birth
	Professional qualifications		
<i>Present employment</i>	Name of employer		
	Address of employer		
	Telephone Fax		Contact (manager/personnel officer)
	Present job title of candidate		Years with present employer

*Summarize professional experience to meet the specified requirements, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.*

<i>From: month/yr.</i>	<i>To: month/yr.</i>	<i>Company</i>	<i>Project (country)/Position/Relevant technical and management experience</i>

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**Data Sheet - 3**

**Equipments**

Name of Bidder or Partner of a JV/Consortium
----------------------------------------------

*The Bidder should indicate availability of all Equipment, which he would propose to use for the Contract, in separate sheets in a form as shown below:*

**List of Proposed Equipment**

No.	Name of Equipment	Capacity or production rate	Nos. of unit	Year of manufacture	Current ownership *1	Current location	Estimated purchase price (in INR/ unit)
1							
2							
3							
4							
5							
6							
7							
8							

\*1: Classify as I for owned (Lead Partner or other Partner), or II to be leased and III to be purchased.

*Separate Form-3A should be prepared for major items of equipment listed in this Form-3.  
Separate Form-3B should be prepared for deployment schedule of all the above Equipment.*

**NB:**

- The construction equipment planning should be commensurate with construction methodology, availability of construction material and overall construction programme.
- Contractor shall plan suitable units of the Equipment as per requirements of the working fronts.
- The Equipment proposed should not be older than 50% of scheduled life of Equipment.
- Further, certain key equipment have been indicated under Data Sheet 3C by Employer. The no. of units against each type of key equipment are to be proposed by Contractor as per requirement of Works. However, 50% of such unit against each type of equipment shall be necessarily new and balance should not be older than 50% of the scheduled life of equipment.
- If Contractor proposes any special methodology of construction for any of the structure, a note to its effect to be attached and technical details and justification also to be furnished.



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**Data Sheet - 3A**

**Equipment Data**

Name of Bidder or Partner of a JV/Consortium
----------------------------------------------

Name of equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity or production rate	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the Equipment ( ) Owned ( ) Leased ( ) To be purchased	

*Omit the following information for equipment owned or to be purchased by the Bidder or Partner.*

Present Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	
Email		
Agreements	Details of lease/manufacture agreements specific to the Project:	

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**Data Sheet - 3B**

**Deployment Schedule for Equipment**

Name of Bidder or Partner of a JV/Consortium
----------------------------------------------

**Deployment Schedule**

S. No.	Name of Equipment	Capacity or production rate	Nos. of unit	Year of manufacture	Monthwise Deployment (reckoned from Commencement date)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

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**DATA SHEET – 3C**

**List of minimum key Equipment (to be deployed by Contractor for execution of Works)\***

Name of Bidder or Partner of JV/Consortium
--------------------------------------------

Sl. No.	Description of Equipment	Nos. of unit
1.	Ex-400 Hydraulic excavator (2 m <sup>3</sup> ) or equivalent	
2.	Ex-200 Hydraulic excavator (0.9m <sup>3</sup> ) or equivalent	
3.	Loader	
4.	Dumpers (25 T capacity)	
5.	Crawler Dozers B-55 (180 HP) or equivalent	
6.	Back Hoe cum loader (JCB or equivalent)	
7.	FE Loader (3 cum)	
8.	Vibratory Rollers	
9.	Concrete Mixture 14/10, cft/hr	
10.	10MT Flat Bed Dumper	
11.	Transit Mixer (6 cum)	
12.	Concrete Pump 40 cum/hr capacity	
13.	Batching Plant (240 cum/hr)	
14.	Aggregate Crushing Plant (350 t/hr)	
15.	Two Boom Drill Jumbo with Bucket	

\* The number of units against each type of key equipments are to be proposed by Contractor as per requirement of Works. However, 50% of such unit against each type of equipment shall be necessarily new and balance should not be older than 50% of the scheduled life of equipment.

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**Data Sheet – 4**

**Financial Data**

Name of Bidder or Partner of a JV/Consortium
----------------------------------------------

*Bidders, including each Partner of a JV/Consortium, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Each Bidder or Partner of a JV/Consortium must fill in this form*

<i>Financial information in INR</i>	Financial Year		
<i>1. Turnover</i>			
<i>2. Total assets</i>			
<i>3. Current assets</i>			
<i>4. Total liabilities</i>			
<i>5. Networth</i>			
<i>6. Current liabilities</i>			

*(Attach **printed** audited financial statements)*

*Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments)*

<i>Source of financing</i>	<i>Amount (in INR)</i>
1.	
2.	

Date \_\_\_\_\_

Signature \_\_\_\_\_

Note :

1. Please attach separate sheet for the details of the :
  - a. sub-contractor
  - b. holding company .
2. To please attach detailed data sheet wherever possible.
3. **The Bidder to submit detailed calculations for Net Worth (as per relevant clause of ITB) duly certified by their statutory auditor.**

**Proposed Site Organization**

Name of Bidder or Partner of a JV/Consortium

A. Preliminary Site Organization Chart \*

B. Narrative Description of Site Organization Chart

C. Description of Quality Assurance at Site

D. Description of Relationship between Head Office and Site Management

**Proposed Subcontractors**

Name of Bidder or Partner of a JV/Consortium
----------------------------------------------

Section of Works	Approximate Value <sup>1</sup>	Name(s) & Address(es) of Subcontractors	Description & Location of Similar works Previously Executed
1.			
2.			
3.			
4.			

1. The Bidder shall provide in the above format the details of proposed subcontractor(s) other than those proposed to be engaged as sub-contractor for meeting the specified qualifying criteria under clause 5&6 of ITB.

---

<sup>1</sup> Value in INR equivalent

## **Construction Programme**

Name of Bidder or Partner of a JV/Consortium
----------------------------------------------

Submit a construction programme in Primavera (alongwith editable copy) form, which starts at the date of Letter of Acceptance and is completed within scheduled time as specified in Particular Conditions of Contract.

The Construction Programme shall show various activities and their period including interdependent milestones specified in Particular Conditions of Contract. The duration of interdependent milestones shall be kept same as specified in Particular Conditions of Contract

## **Construction Methods**

Name of Bidder or Partner of a JV/Consortium
----------------------------------------------

The Bidder shall submit an outline of description of proposed methods, sequences, facilities and layouts to be used for design and construction. The information should be submitted in sufficient detail to allow an assessment of the general adequacy of the Bidder's proposal. Sketches, drawings and diagrams should be included where ever necessary for clarification of the description. Required number and classification of manpower, equipment and materials to be used for each particular activity shall be described. The Bidder shall prepare construction methodology in detail after careful study of Project site, geology, construction material, hydrology & project access roads etc. The construction methodology should commensurate with Construction Equipment planning, project personnel and detail construction programme and milestones. The construction methodology proposed by the Bidder should be best suited with Equipment planning (with month-wise deployment schedule) and construction schedule to complete the Works within the overall time frame provided in the Bid documents.



## **Laboratory Equipment**

Name of Bidder or Partner of a JV/Consortium

List the detailed breakdown of equipment to be furnished for sampling and testing of materials for concrete, fill materials or any other items in the Contractors field laboratory. The equipment and instruments listed should be grouped under heading with cross-reference to the relevant tests or standards detailed in the Employer's Requirements.

## **Surveying Equipment**

Name of Bidder or Partner of a JV/Consortium

List equipment for surveying and setting-out work.

**Confirmation of the Site Visit by the Bidder**

Name of Bidder or Partner of a JV/Consortium
----------------------------------------------

We.....  
.....(Name of Bidder) whose registered office is  
at.....  
..... declare herewith that our representatives have  
visited the site of the works on.....day of .....20... .., and that we  
have fully informed ourselves of all conditions, local and otherwise, which may affect the  
preparation of this bid and the performance of works.

Give names and positions of the representative(s) who took part in the site visit(s):

Name:..... Signature:.....

Position:..... Date:.....

Representative of.....  
.....

Name:..... Signature:.....

Position:..... Date:.....

Representative of.....  
.....

Name:..... Signature:.....

Position:..... Date:.....

Representative of.....

**Additional/ Supplemental Information**

Name of Bidder or Partner of a JV/Consortium

Add any further information that the Bidder considers to be relevant to the evaluation. If the Bidder wishes to attach other documents, list them below.

Bidders should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications and will be discarded.

## **Letter of Tender along with Attachments**

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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**1. LETTER OF TENDER**

**{Refer ITB Clause-13.1, 14 & 21.2 (a)}**

Name of Contract.....

To : (Name and Address of Employer)

Sir,

1.0 We have examined the Bid Documents including addenda nos. ( *insert number*) for the above named Works. We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly, offer to design, execute and complete the Works and remedy any defects therein, in conformity with such documents and our enclosed Tender(including this letter) for the sum of :

.....(*Prices to be left blank in Envelope-I* (Insert amounts in words)

.....(.....)

(Amount in Figures)

**2.0 Attachments to the Letter of Tender:**

In line with the requirement of the Bid Documents we enclose herewith the following Attachments to the Letter of Tender:

- (a) **Attachment 1:** Bid Security in the form of Bank Guarantee (in original) No.---- dated----- issued by -----[Name and address of the Bank] for a sum of ..... (*Name of currency and amounts in words & figures*) valid upto and including [date 45 days after the period of bid validity].
- (b) **Attachment 2:** A power of attorney complying with the requirement of ITB Clause No. 5.1(a) indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon us during the full period of its validity in accordance with the ITB Clause 17.
- (c) **Attachment 3:** The documentary evidence establishing in accordance with ITB Clause 3 that we are eligible to bid and in terms of ITB Clause 5.1(e)are qualified to perform the contract if our bid is accepted. The qualification details have been furnished as per your format enclosed with the Bid Documents.

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(d) **Attachment 4:** JV/Consortium Agreement, if applicable, signed by Lead Partner and the other Partner(s) of JV/Consortium as per format included in Bid Document.

(e) **Attachment 5:** Bidders Appreciation of the project.

It should include a report on the site inspection, awareness and understanding of all the principal, technical and logistic problems related to transportation and erection of the construction equipment, materials, availability of land, infrastructure, local taxes & laws and construction of works. (ITB clause no. 8).

(f) **Attachment 6:** Bids with subcontractor(s):

Bids submitted by a Bidder with subcontractor shall comply with the following requirements:

- (i) Undertakings by the Bidder and his subcontractor(s) that the Bidder /subcontractors shall be responsible for execution of that item of work for which they claim to have specific construction experience.
- (ii) A Joint Deed of Undertaking by the Bidder and his subcontractor(s).

(g) **Attachment 7:** Bids by Merged/Acquired/subsidiary company:

Bids submitted by a subsidiary company shall include an Undertaking by the Parent/holding Company evincing full technical and financial support to the subsidiary and commitment by the parent/holding company to take up the work itself in case of non-performance of the subsidiary company and to provide additional performance guarantee and also to enter into separate agreement with the Employer to that effect.

(h) **Attachment-8:** Integrity Pact.

Integrity Pact Duly signed between Employer and the Bidder in accordance with Sub-Clause-3.3 of ITB.

(i) **Attachment-9:** Undertaking regarding non-performance

Undertaking regarding Non-Performance. [As per ITB 5.5.7]

(j) Attachment-10: Declaration regarding Local content percentage in accordance with Public Procurement (Preference to Make in India), Order 2017 and as amended from time to time.

#.....

# (Any other Attachment, if required, shall be added here)

**3.0 Price Schedules:**

In line with the requirements of the Bid Documents, we enclose herewith the duly filled in Price Schedules as per your proforma.

@..... (Prices to be left blank in Envelope-I submission) .....

@ Any other Schedule if required, shall be added here.



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- 3.2 We are aware that the Price Schedules do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Employer’s Requirements and other Bid Documents to ascertain the full scope of works. We agree that entered rates and prices shall be deemed to include for the full scope as aforesaid, including applicable taxes, duties, cess & levies etc. and overhead and profit.
- 3.3 We declare that as specified in General Condition of Contract (Clause 13.7 & 13.8) and Particular Condition of Contract (Sub Clause 13.7 & 13.8), the rates of Price Schedule shall be subject to adjustment. Our prices are inclusive of all the applicable taxes, duties, levies, cess, royalties and octroi for the performance of the Contract.
- 3.4 We confirm that we have examined and are aware of the conditions and adequacy of infrastructural facilities, Construction Equipment and related spares, services lines, partially completed works etc. to be handed over by the Employer for performance of Contract. .
- 4.0 We confirm that we shall get registered with the concerned Tax/BOCW Cess Authorities, in the state where the project is located. We also confirm that we shall produce the Permanent Account Number issued by Indian Income Tax Authorities to the Employer, before receiving the first payment under the Contract, if the work is awarded to us.
- 4.1 We confirm that no Tax/Entry tax/Levies in any form shall be payable by you for the bought out items which are dispatched directly by us/our Assignee to the project site. However, you will issue requisite Tax declaration forms in respect of such bought out items, on production of documentary evidence of registration with the concerned Tax Authorities.
- 5.0 We undertake, if our bid is accepted, to commence the work immediately upon your Letter of Acceptance to us, and to achieve Completion of Works within the time stated in the Bid Documents.
- 6.0 If our bid is accepted, we undertake to provide a Performance Security in the form and amounts, and within the time specified in the Bid Documents.**
- 7.0 We agree to abide by this bid for a period of 180 days from the date fixed for submission of bids as stipulated in the Bid Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 8.0 Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency*	Purpose of Commission or gratuity

(if none, state “none”). *\*(Prices to be left blank in Envelope-I)*

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- 9.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Acceptance shall constitute a binding contract between us.
- 10.0 We understand that you are not bound to accept the lowest or any bid you may receive. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 11.0 All information provided in my/our Bid and attachments thereof is true and correct and all documents copies of which are attached with our Bid as attachments are true copies of their respective originals.
- 12.0 I/ We hereby certify that I/we / *any of the JV/Consortium Members* have not been banned /de-listed/black listed/debarred from business by any PSU/ Government Department during last 03 (three) years on the grounds mentioned in para 6 of the *Guidelines on banning of business dealings*, enclosed as Annex-A of the Format Integrity Pact.
- 13.0 I/We hereby declare that only the persons or firms interested in this proposal as principals are named in our Bid and that no other person or firm or company other than those mentioned in our Bid has any interest in this bid submission or in the Contract to be entered into and in good faith, without collusion or fraud, if our Bid is accepted as evidenced by issue of Letter of Acceptance to us.
- 14.0 We understand that you may annul the bidding process and reject all bids or accept or reject any of the bids at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for Works, without incurring any liability to all or any of the Bidders.
- 15.0 We believe that we/our JV/Consortium continue to satisfy (ies) the eligibility criteria and meet(s) the requirements as specified in the Bid Documents and are/is qualified to submit a Bid in accordance therewith.
- 16.0 We declare that we/any Member of our JV/Consortium are/is not a Member of any other JV/Consortium submitting a Bid for the Works pursuant to the Bid Document.
- 17.0 We have studied all the Bid Documents carefully and also surveyed the Works Site and understood all local and site conditions affecting the execution of the Works. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or concerning or relating to the bidding process including the award of Works to the selected Bidder.
- 18.0 We acknowledge and confirm that upon issue of Letter of Acceptance to us consequent to acceptance of our Bid, a binding contract for execution of the Works shall come into existence on the terms set forth in our Bid together with your Letter of Acceptance. We undertake to commence the work upon issue of your said Letter of Acceptance, and to achieve Completion within the time stipulated in the Bid Documents.
- 19.0 We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, we shall have any claim or right of whatsoever nature if the Works is not awarded to us or our Bid is not opened.

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20. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without corrupt/fraudulent/collusive/coercive practice .

Dated this.....day of.....

Thanking you, we remain,

Yours faithfully,

(Signature)

(Printed Name)

(Designation)

(Common Seal)

Date :

Place :

Business Address:

Country of Incorporation:

(State or Province to be indicated)

Name & Address of the Principal Officer:

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**ATTACHMENT - 1**

**{Refer ITB Clause-18}**

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

**Bid Security Form**

**Bank Guarantee**

Date: \_\_\_\_\_

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that WE (name of Bank) of (address of bank) (hereinafter called “the Bank”), are bound unto (name of Employer) (hereinafter called “the Employer”) for the sum of: (amount), for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Letter of Tender, or adopts corrupt or collusive or coercive or fraudulent practices or default under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
  - a) fails or refuses to sign the Contract Agreement when required, or
  - b) fails or refuses to submit the performance security in accordance with the Bid Documents.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

(\*\*)

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This guarantee will remain in force up to and including (date 45 days after the period of bid validity), and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

---

in the capacity of

---

Common Seal of the Bank

Note: 1. (\*\*) Employer may also present any of his demands at the counters of the..... *(Name and address of the branch of the Bank in India)*.....for further relay to us.

*(To be inserted in case of a foreign currency bank guarantee issued by an overseas bank outside India)*

***INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR BID SECURITY***

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Bank, where executed. In case the same is issued by a first class International bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Bank.
2. The executing officers of the Bank Guarantee for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.
4. Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non confirmation of which may lead to rejection of 'Bid Security'.

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5. Irrevocable, valid and fully enforceable Bank Guarantee in favour of the employer (Name of Employer) issued by any scheduled bank approved by the Reserve bank of India which is acceptable to the Employer. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the employer.
  
6. Bank Guarantee for Bid security in original shall be submitted alongwith the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

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\*ATTACHMENT-2 (i)

{Refer ITB Sub- Clause-5.1 a}

**POWER OF ATTORNEY**

(On Non-Judicial Stamp Paper of Appropriate value)

Know all men by these presents that we M/s  
....., a company  
organised and existing under the laws of(name of country .....)  
and having its registered/principal office /place of business  
at.....represented by (Name of  
persons) (the “Executant”) do hereby nominate, constitute, authorize and appoint Mr.  
[.....Name of Attorney.....] , son of [.....], resident of  
[.....] and presently employed with], a  
company/ corporation organised and existing under the laws of  
..... (Name of the country) and having its registered  
office/principal place of business at ..... As our true and  
lawful attorney (the “Attorney”) to do in our name and on our behalf all or any of the  
following acts, deeds and things in connection with or in respect of or relating to the Notice  
Inviting Tender no. .... dated ..... (the “NIT”) issued by SJVN Ltd, a company  
organised and existing under the laws of India and having its registered office/principal  
place of business (under the companies act, 1956) (at SJVN Corporate Office Complex,  
Shanan, Shimla–171006, Himachal Pradesh (The “Employer”) for the execution,  
construction and development of the works described in the notice inviting tender (NIT)  
(the “works”) that is to say:

1. To prepare, offer, sign, submit and deliver to the employer the executant’s bid for the works pursuant to the nit (the “bid”) including to make, sign (JV/Consortium agreement), submit, deliver, execute, and accept all documents, including JV/Consortium agreement, information, applications and other writings necessary for or incidental to the signing, submission and delivery of the bid to the employer;
2. To negotiate, enter into, sign and execute, accept and deliver all contracts undertakings, acceptances and other writings consequent upon acceptance of the Executant’s bid;
3. Participate in Bidders’ and other conferences and provide all information required by the Employer and to furnish/seek clarifications arising out of or relating to the NIT and, upon award of the contract consequent to the acceptance of the Executant’s bid by the Employer;
4. To represent and act on behalf of the Executant in respect of all matters before the Employer relating to the Executant to bid and upon the acceptance of the executant’s bid by the Employer including the resultant contract on such the acceptance of the executant’s bid (the “Contract”) in respect of all matters relating to or arising out of or concerning the contract and to generally deal with the employer on behalf of the Executant in all matters arising out of or in connection with or

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relating to or arising out of the Executant's bid. The NIT and the contract in the event of acceptance of the Executant's bid by the Employer;

5. And generally to do any and all other and further acts, deeds and things which are necessary for or incidental to or deemed appropriate for more effectual exercise of the powers hereby conferred.

AND We, the Executant above named do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers hereby conferred and all acts, deeds and things done or caused to be done by our said Attorney pursuant hereto shall always be deemed to be the acts, deeds and things done by the Company itself.

IN WITNESS WHEREOF, THIS POWER OF ATTORNEY ON THIS [.....] DAY OF [.....], [20.....].....  
..... has been executed under the common seal of the Company, at -----(name of place).

For [Name of the Executant]

By .....  
(Name of Officer)

Title

WITNESSES

- 1.
- 2.

[Notarized]

Notes:

- ◆ 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) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ◆ The Bidder should submit for verification the extract of the charter documents and documents such as a resolution of its Board of Director/ power of attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder.
- ◆ For a Power of Attorney executed and issued overseas, shall be duly apostilled as per Hague Convention 1961 or duly stamped in accordance with Indian Stamp Act, 1899 within three months from the date of receipt of POA in India.

\* Strike out the form, if not applicable for the Bidder.



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\*ATTACHMENT-2 (ii)

**POWER OF ATTORNEY OF LEAD MEMBER OF THE JV/CONSORTIUM**

(On Non-Judicial Stamp Paper of Appropriate value to be purchased in the Name of JV/Consortium)

Whereas the [Name and Address of the Employer] (the “Employer”) has by its Notice Inviting Tender (NIT) No. .... dated ..... (the “NIT”) invited to bids for construction of the works described therein (the “Works”); and

Whereas, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_(collectively the “JV/Consortium”) being Members of the JV/Consortium with \_\_\_\_\_ as its leader (the “Lead Partner”) are interested in bidding for the Works in accordance with the terms and conditions of the “Bid Documents”, and

Whereas it is necessary for the Members of the JV/Consortium to vest the Lead Partner with all necessary power and authority to do for and on behalf of the JV/Consortium, all acts, deeds and things as may be necessary in connection with the JV/Consortium’s bid for the Works and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS WE

(i) [.....], a company organized and existing under the laws of [.....] and having its registered office at [.....] represented by (name of Person) and

(ii) \_\_\_\_\_, a company organized and existing under the laws of [.....] and having its registered office at [.....] represented by (name of Person) (Collectively the “JV/Consortium Members”) do hereby irrevocably designate, constitute, nominate, appoint and authorize the Lead Member \_\_\_\_\_, a company organized and existing under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ as the Leader of the JV/Consortium and our duly constituted true and lawful Attorney (hereinafter called the ‘Attorney’) to do for and in respect of or relating to proposed Bid of the JV/Consortium for the Works in response to the NIT dated ---- (the “JV/Consortium Bid”) and in the event of acceptance of JV/Consortium Bid in our name and on our behalf all or any of the following acts, deeds and things that is to say:

1. To represent the JV/Consortium and each of the JV/Consortium Members in all dealings with the Employer in relation to the JV/Consortium Bid and upon acceptance of the JV/Consortium Bid and consequent award of the contract to the JV/Consortium (the “Contract”) with respect to all matter arising out of or relating or incidental to the Contract;
2. To prepare, sign, submit and deliver to the EMPLOYER the JV/Consortium Bid for the works pursuant to the above NIT including to sign, submit and deliver, execute,

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accept and deliver all documents, information, applications and other writings necessary for or incidental to the signing, submission and delivery of the Bid.

3. To negotiate, enter into, sign and execute, accept and deliver the Contract and all other undertakings, acceptances and writings consequent upon acceptance of the JV/Consortium Bid by the Employer;
4. Participate in Bidders and other conferences and provide all information required by the EMPLOYER and to furnish/seek clarifications arising out of or relating to the Bid Document and the JV/Consortium Bid and the Contract in the event of acceptance of the JV/Consortium Bid by the EMPLOYER;
5. To represent and act on behalf of the JV/Consortium and the JV/Consortium Members in respect of all matters before the EMPLOYER relating to the JV/Consortium, the JV/Consortium Bid and, upon the acceptance of the JV/Consortium Bid by the EMPLOYER including the resultant Contract on such the acceptance of the JV/Consortium Bid, in respect of all matters relating to or arising out of or concerning the Contract and to generally deal with the EMPLOYER on behalf of the JV/Consortium and the JV/Consortium Members in all matters arising out of or in connection with or relating to or arising out of the Bid Document, the JV/Consortium Bid and the Contract in the event of acceptance of the JV/Consortium Bid by the EMPLOYER;
6. To sub-delegate all or any of the powers hereby conferred to such person or persons including any employees of the Attorney and/or of all or any of the JV/Consortium Members as the Attorney may in its sole discretion deem appropriate;
7. And generally to do any and all other and further acts, deeds and things which are necessary for or incidental to or deemed appropriate for more effectual exercise of the powers hereby conferred.

AND nothing contained herein shall derogate from the Attorney's responsibility as leader of the JV/Consortium to ensure performance of the Contract including performance of their respective portion of the Contract by the JV/Consortium Members. Provided however all the JV/Consortium Members shall be jointly and severally liable for performance of the Contract and failure of one or more of the JV/Consortium Members to perform their respective portions of the Contract shall be deemed to be a default by all the JV/Consortium Members.

AND we the above named JV/Consortium Members do hereby declare that this power of Attorney shall remain valid, binding and irrevocable till the earlier of the completion of the Defect Notification Period in terms of the Contract(s) if the JV/Consortium Bid is accepted by the Employer, or the award of the Works under the NIT dated ----- to any other Bidder.

AND we the above named JV/Consortium Members do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers hereby conferred and all acts, deeds and things done or caused to be done by our said Attorney in exercise of the power hereby conferred shall always be deemed to be the acts, deeds and things done by the JV/Consortium Company.

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In witness whereof we the JV/Consortium Members above named have executed this Power of Attorney on this ..... day of ..... under their respective common seal(s), at ----- (name of place).

COMMON SEAL

(1) For  
[.....]  
By \_\_\_\_\_

[(Signature of authorized representative)]  
Name: .....  
Designation: Director.

The common Seal of [.....] has been affixed, pursuant to the resolution passed by its Board of Directors at their meeting held on [.....], in the presence of Mr. [.....], Director who has affixed his signatures hereinabove in confirmation thereof.

(2) For [-----]  
By \_\_\_\_\_

(Signature of authorized representative)  
Name: .....  
Designation: Director.

The common Seal of [.....] has been affixed, pursuant to the resolution passed by its Board of Directors at their meeting held on [.....], in the presence of Mr. [.....], Director who has affixed his signatures hereinabove in confirmation thereof.

Note:

- ◆ 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

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executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure, and

- ◆ Shall be signed by the authorized representatives of each Member of the JV/Consortium.
- ◆ Copy of charter documents and documents such as resolution/other Authorization in favour of executants of Power of Attorney is attached hereto for verification.
- ◆ For a power of Attorney executed and issued overseas, shall be duly apostilled as per Hague Convention 1961 or duly stamped in accordance with Indian Stamp Act, 1899 within three months from the date of receipt of POA in India.

\* Strike out the form, if not applicable for the Bidder.

**Form of Declaration**

**(Refer ITB Sub-clause 5.1.e)**

**A DECLARATION IN RESPECT OF THE SUBMITTED DOCUMENTS/ PROPOSALS**

**Subject:** In respect of Domestic Competitive Bidding for Execution of **Package - \_\_\_\_\_ of \_\_\_\_\_ Hydroelectric Project.** It is declared without any reservation whatsoever that:

- 1) the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer.
- 2) We are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer.
- 3) We are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnels employed therein.
- 4) We hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations.
- 5) The above statement submitted by us is true and correct to our best knowledge.

(To be Jointly Signed by all the authorized representatives of each of the Members of the JV/Consortium)

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

**N.B: WITHOUT THIS CERTIFICATE BID IS LIABLE TO BE REJECTED.**

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\*ATTACHMENT-4

(Refer Sub-clause 13.2 (d) of ITB)

**FORM OF JV/CONSORTIUM AGREEMENT**

**(To be executed on Non Judicial stamp paper of appropriate value)**

This JV/Consortium Agreement made and entered into on this ----- day of -----, -----

BY AND BETWEEN

-----**(Name of the Lead Partner)** a Company incorporated under the laws of -----  
----- **(Name of the Country)** with its Head/registered office at -----  
**(Address of the Head/Registered Office)\*** and a place of business in -----  
----- **(Address of place of business) hereinafter referred to as “The Lead Partner”** which  
expression unless otherwise repugnant hereto includes its successors, administrators, and  
permitted assigns thereof, represented by Mr. ----- **(Name of Authorized  
signatory(ies)).**

**AND**

-----**(Name of the other Partner)** a Company incorporated under the laws of -----  
----- **(Name of the Country)** with its Head/registered office at -----  
- **(Address of the Head/Registered Office)\*** and a place of business in -----  
----- **(Address of place of business) hereinafter referred to as Partner-1** which  
expression unless otherwise repugnant hereto includes its successors, administrators, and  
permitted assigns thereof, represented by Mr. ----- **(Name of Authorized  
signatory (ies)).**

All and/or each of them hereinafter referred to as “the Parties”.

**WITNESSETH**

WHEREAS SJVN LIMITED (hereinafter referred to as “The Employer”) has issued a Domestic  
Invitation vide NIT No. ----- dated -----

for the execution of Package no. \_\_\_\_\_ of \_\_\_\_\_ H.E.  
Project(**hereinafter referred to as “the Works”**). The Employer intends to invite bids from  
eligible Bidders for Domestic Competitive Bidding (DCB) in respect of the above works.

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WHEREAS the Parties are interested in jointly preparing and submitting a Bid to qualify, for the Project as a loose knit JV/Consortium.

**Article 1 PURPOSE OF THIS AGREEMENT**

**1.1** The purpose of this Agreement is to define the principles of collaboration among the Parties to:

*\* Strike out which is not applicable.*

- Submit a Bid jointly to qualify for the execution of Package no. \_\_\_\_\_ of \_\_\_\_\_ H.E. Project as a loose-knit JV/Consortium.
- Prepare and submit technical and commercial proposals to the Employer, if invited by Employer.
- Negotiate and sign Contract in case of award.
- Provide and perform the Works in accordance with the Contract.

**1.2 NAME**

For the purpose of participating in the Bid, the name of the JV/Consortium shall be “ \_\_\_\_\_ ”.

**Article 2 LEGAL RELATIONSHIP OF THE MEMBERS**

2.1 This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Employer for Package no. \_\_\_\_\_ of \_\_\_\_\_ H.E. Project and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

2.2 The Parties shall be jointly and severally responsible and bound towards the Employer for the performance of the works in accordance with the terms and conditions of the Bid document and/or Contract.

**Article 3 LEADERSHIP**

----- (Name of the Lead Partner) shall act as Leader of the JV/Consortium. As such, it shall act as the coordinator of the Party’s combined activities and shall carry out the following functions:

- 3.1 To ensure the technical, commercial and administrative co-ordination of the Project.
- 3.2 To lead the contract negotiations of the Works with the Employer.
- 3.3 The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of any or all Parties.

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- 3.4 In case of an award, act as channel of communication between the Employer and the Parties to execute the Contract
- 3.5 Responsible for overall performance of the contract.

**Article 4 SCOPE OF WORKS AND SERVICES OF EACH PARTY**

The Scope of works to be performed by each Party shall be as herein below:

**4.1 Scope of Works and Services:**

The Scope of Work and services for each Party shall be defined as follows:

4.1.1 ..... (**Name of Lead Partner**) shall be responsible for the following (Define the scope of works):-

- 
- 
- 

4.1.2 ..... (**Name of Other Partner**) shall be responsible for the following (Define the scope of works):-

- 

**‘4.2 The percentage participation of each Party shall be as follows :**

- **Lead partner : \_\_\_ %**
- **Other Partner : \_\_\_ %**
- **Other Partner : \_\_\_ %’**

The payments shall be made in the name of each Party for work under its scope.

*(Strike out whichever is not applicable)*

**Article 5 SECURITIES**

Securities in the form of Bank Guarantees, required under the Bid document and/or Contract shall be provided in the name of individual partner of JV/Consortium in proportion of the Contract Price of the work under its scope.

**Article 6 LIABILITY**

**6.1 LIABILITY OF THE PARTIES WITH RESPECT TO CLAIMS OF THE EMPLOYER**

The Parties shall be jointly and severally liable to the Employer for the Performance of the work under the terms of the Contract.

6.2 In case there is dispute between the parties to the JV/Consortium; the same shall not affect the Works.

**Article 7 DURATION OF THE AGREEMENT**



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- 7.1 This Agreement is valid until end of Defect Notification Period of the Contract and full and final settlement of all accounts and disputes, if any, between the Parties and the Employer, except
- a) if the Employer has decided previously not to award the Contract to the Parties, or
  - b) if one of the parties is declared bankrupt, in which case the Parties are free from any obligation under this Agreement.
- 7.2 The JV/Consortium Agreement shall not be terminated by the parties without the written consent of the Employer.

**Article 8 OVER-ALL AGREEMENT**

In case of award of Works to the JV/Consortium, each member of the JV/Consortium shall enter into several contracts with the Employer for the part of Works, under its scope, however an Over-all Agreement shall also be entered between the Employer on one side and the all the JV/Consortium members on the other.

**IN WITNESS WHEREOF**, this agreement executed on the \_\_\_\_day of \_\_\_\_\_ (month) 20\_\_\_\_ by the duly authorized representatives of the parties hereto.

**For and on behalf of M/s** \_\_\_\_\_

(Lead Partner)

Name:

Seal:

**For and on behalf of M/s** \_\_\_\_\_

(Partner-1)

Name:

Seal:

**For and on behalf of M/s** \_\_\_\_\_

(Partner-2)

Name:

Seal:



\* JV/Consortium Agreement (attested by Notary Public) and signed between the Partner(s) of JV/Consortium, under their company/firm seal as per above format shall be submitted alongwith the Bids of the Bidders.

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**ATTACHMENT – 5  
{Refer ITB Clause-8.0}**

**Bidder's Appreciation of the Project**

It should include a report on the site inspection, awareness and understanding of all the principal, technical and logistic problems related to transportation and installation/handling of the construction equipment/ materials, availability of land, infrastructure, local taxes & laws and construction of works (ITB clause no. 8).

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\*ATTACHMENT- 6 (i)

**UNDERTAKING FROM BIDDER**

**{Refer ITB Clause-5.3(i)}**

No: .....

Date: .....

To,

Name and address of Employer

Dear Sirs,

We, M/s..... having registered office at .....do hereby undertake that in case work .....(Name of work) is awarded to M/s ..... (Name of the Bidder), we shall be responsible for execution of that item of work for which we have claimed specific experience.

Yours faithfully,

For & on behalf of M/s. ....

(Name & Address of the Bidder)

(Office Seal)

Station:

Date:

**Note:**

- i) This letter of Authorization should be on the letterhead of the Bidder and should be signed by a person competent and having the Power of attorney. Power of Attorney in favour of this person to do so may be enclosed with this Letter of Undertaking.*
- ii) In case a Bidder/JV/Consortium has been qualified for any of the work on the credential of a proposed subcontractor of the Bidder/JV/Consortium partner, he shall be required to submit a joint deed of undertaking (as per agreed format) from the proposed subcontractor and contractor for joint and several responsibility of execution of Work sub-contracted to the subcontractor.*

\* Strike out the form, if not applicable by the Bidder.

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**ATTACHMENT- 6 (i)**

**UNDERTAKING FROM SUBCONTRACTOR**

**{Refer ITB Clause-5.3(i)}**

No: .....

Date: .....

To,

Name and address of Employer

Dear Sirs,

We, M/s..... having registered office at .....do hereby undertake that in case work .....(Name of work) is awarded to M/s ..... (Name of the Bidder), we shall execute the work of “\_\_\_\_\_” (the components of the work for which the Bidder has proposed to associate the subcontractor), as subcontractor to M/s..... (Name of the Bidder) and we shall be responsible for successful completion of the job covered under our scope for which we shall submit a joint Deed of Undertaking as per approved format of Employer included in the Bid Document and also agree to provide an additional Performance Bank Guarantee of 5% (five percent) of value of sub-let portion of works in addition to normal Performance Bank Guarantee, as per the format included in the Bid Document.

We do hereby also confirm that we are not participating either as a sole Bidder or as a partner of a JV/Consortium against the above Notice Inviting Tender.

Yours faithfully,

For & on behalf of M/s. ....

(Name & Address of the Subcontractor)

(Office Seal)

Station:

Date:

**Note:**

- i) This letter of Authorization should be on the letterhead of the subcontractor and should be signed by a person competent and having the Power of attorney to bind the subcontractor. Power of Attorney in favour of this person to do so may be enclosed with this Letter of Undertaking.*
- ii) In case a Bidder/JV/Consortium has been qualified for any of the work on the credential of a proposed subcontractor of the Bidder/JV/Consortium partner, he shall be required to submit a joint deed of undertaking (as per agreed format) from the proposed subcontractor and contractor for joint and several responsibility of execution of Work sub-contracted to the subcontractor.*

\* Strike out the form, if not applicable by the Bidder.

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
Civil and HM Works**

\*ATTACHMENT- 6 (ii)

**PROFORMA OF JOINT DEED OF UNDERTAKING BY THE SUBCONTRACTOR AND  
THE BIDDER/CONTRACTOR**

{Refer ITB Clause-5.3(ii)}

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

THIS DEED OF UNDERTAKING executed this ..... day of..... Two Thousand and ..... by M/s. ...., a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the “Subcontractor” which expression shall include its successors, executors and permitted assigns), and M/s....., a Company incorporated under the laws of ..... having its Registered Office at ..... (hereinafter called the “Bidder” which expression shall include its successors, executors and permitted/ assigns ) in favour of SJVN Limited, a Company reregistered under the Companies Act, 1956 having its Registered Office at SJVN CORPORATE OFFICE COMPLEX, Shanan, Shimla – 171006, India (hereinafter called the “Employer” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “Employer” invited Bids vide its Invitation No. .... for EPC Contract package of \_\_\_\_\_, .AND WHEREAS ITB Clause No. 5.3 of, Vol.–1 forming part of the Bid Documents inter-alia stipulates that a in order to ensure serious participation of the Subcontractor(s) for work proposed to be executed by the Subcontractor(s), a Joint Deed of Undertaking shall be required to be submitted by the Contractor and Subcontractor(s)

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Reference No. .... dated ..... based on the association of the Subcontractor.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the “Contractor”) we, the Subcontractor and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound to the SJVN Limited, for the successful performance of the \* (proposed sub-let works) in accordance with the Contract.
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Subcontractor in particular hereby agrees to deploy and depute its technical personnel, equipment, manpower and/or other resources on continual basis throughout the construction period of the proposed sub-let works until its completion to discharge the obligations of the Contractor under the Contract.
- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Shimla shall have exclusive jurisdiction in all matters arising under the Undertaking.

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- 4.0 Apart from the Contractor’s Performance Guarantee, the Subcontractor shall furnish as security, a Contract Performance Guarantee from its Bank in favour of the Employer in a form acceptable to the Employer. The value of such guarantee shall be equivalent to 5% (five percent) of value of the proposed sub-let works as identified in the Contract awarded by the Employer to the Bidder/Contractor and it shall be an additional guarantee for faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid till the completion of the part of the Works executed by the Subcontractor. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.
- 5.0 We, the Subcontractor and the Bidder/Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till it is discharged by the Employer. It shall become operative from the Commencement Date of the Contract.

IN WITNESS WHEREOF, the Subcontractor and the Bidder/Contractor have through their Authorized Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned, at -----(name of place).

WITNESS

For Subcontractor

1. ....  
(Signature)

Signature of Authorized  
(Representative)

(Name in Block Letter)  
(Office Address)

Name .....  
Common Seal of Company  
.....

For Bidder/Contractor

2. ....  
(Signature)

Signature of Authorized  
(Representative)

(Name in Block Letter)  
(Office Address)

Name.....  
Common Seal of Company  
.....

This Joint Undertaking is to be given if the Contractor qualifies on the strength of Subcontractor.

**(To be Notarized by Notary Public)**

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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**\*ATTACHMENT 7(i)**

**UNDERTAKING BY THE PARENT/HOLDING COMPANY**

**{Refer ITB Clause-5.4 (i)}**

(On letter head of Parent/Holding Company)

No: .....

Date:.....

To,

Name and Address of Employer

Sub: Invitation for Bidding for Package \_\_\_\_\_ of  
\_\_\_\_\_ **HE Project**, \_\_\_\_\_.

Dear Sirs,

We, M/s ..... (Name of the Parent/Holding Company) having registered office at .....( Address of the Parent/Holding Company).....do hereby undertake that in case EPC Contract package of \_\_\_\_\_, \_\_\_\_\_ H.E. Project is awarded to M/s ..... (Name of the Bidder), who is participating in your subject Tender as a Sole Bidder/constituent of JV/Consortium partner, which is our subsidiary company, we on our strength/strength of -----(name of group company(ies)) under our control shall provide the full support for technical and financial requirements for the work “-----” (the scope of work of subsidiary company) and we shall be responsible for successful completion of the job covered under the scope of M/s.....(Name of Subsidiary company).

In case the Bidder, M/s .....(Name of Subsidiary company) gets qualified/techno-commercially responsive and awarded the work, We do hereby undertake;

- (i) to enter into a separate agreement with the Employer as per the Employer’s approved format included in the Bid documents.
- (ii) to furnish an additional performance Bank guarantee of value equivalent to five (5%) percent of the Contract Price/five (5%) percent of the portion of work (where the Subsidiary Company is a JV/Consortium Bidder) as the case may be, if the subsidiary Company is qualified on the strength of Parent Company or group company(ies) under the control of Parent/Holding Company.

We do hereby also confirm that we are not participating either as a sole Bidder or as a subcontractor against the above Invitation.

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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Yours faithfully,

For & on behalf of M/s. ....

(Name & Address of the Parent/holding Company)

(Office Seal)

Station:

Date:

***Note:* This letter of authorization should be on the letterhead of the Parent/Holding Company and should be signed by a person competent and having the Power of attorney to bind the Parent/Holding Company. Power of Attorney in favour of this person to do so be enclosed with this Letter of Undertaking.**

\* : undertaking to be given by the parent/holding company if Subsidiary company was prequalified on the strength of parent/holding company.



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\*ATTACHMENT-7 (ii)  
{Refer ITB Clause-5.4 (ii)}

**PARENT/HOLDING COMPANY AGREEMENT**

(To be executed on non-judicial Stamp paper of appropriate value)

(For sole Bidder)

THIS AGREEMENT IS MADE on this the..... day of ..... between the SJVN Limited, a company incorporated under the laws of India and having its Registered and Corporate Office at SJVN CORPORATE OFFICE COMPLEX, Shanan, Shimla – 171006, Himachal Pradesh, India (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and .....(name of Parent/holding Company) a company organized and existing under the laws of..... and having its Principal Office at ..... (Hereinafter referred to as the "Parent/holding Company" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the works being awarded to M/s..... (name of Subsidiary Company) and further agreeing to enter into a separate agreement with the Employer besides furnishing an additional Performance Bank Guarantee of value equivalent to 5% of the Contract Price, the Employer has entered into a Contract with M/s .....(hereinafter referred to as the "Bidder" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns) for the execution of Package - \_\_\_\_\_, \_\_\_\_\_ H.E. Project. (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to the Bidder and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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2. "Contract" shall mean the Contract dated ..... entered into between the Employer and the Bidder for the execution of the Work described therein for Package - \_\_\_\_\_, \_\_\_\_\_ H.E. Project.
- 3(a) The Parent/holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by the Bidder under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to the Bidder for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/holding Company.
- 3 (b) In the event of breach and/ or failure on the part of the Bidder to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/holding Company and the Parent/holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Bidder under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides encashing the Bank guarantee(s).
- 3(c) The Parent/holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.
- 3(d) It shall not be necessary for the Employer to proceed against the Bidder before proceeding against the Parent/holding Company and the Parent/holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Bidder for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Employer may at its option be entitled to act as if the Parent/holding Company was the Bidder for successful completion of the works.  
  
In the event, qualification of the Bidder/Subsidiary Company is considered on the credentials of another Subsidiary/Group Company under the same Apex 'Parent/holding Company' and due to any reason whatsoever, 'Parent/holding Company' or any other Group Company wants to divest its investment in the direct or indirect subsidiary (ies) as a result of which any of these companies may not remain subsidiary (ies) of the 'Parent/holding Company' then the 'Parent/holding Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Subsidiary Company.
- 3(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of Conditions of the Contract, the Bidder is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Bidder does not carry on the work satisfactorily, the Employer by notice to the Parent/holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.
4. It is agreed that the obligations undertaken by the Parent/holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Bidder pending before any court, tribunal, arbitration or any other authority or forum.
5. This Agreement shall come into force and effect upon the Commencement Date of the Contract/issuance of 'Letter of Acceptance' and shall remain in force and effective till the

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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date of expiry of the Defects Notification Period by the Employer pursuant to the Conditions for the Contract.

6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Bidder to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Bidder by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Bidder.
7. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Bidder and to extend time for performance thereunder by the Bidder or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Employer against the Bidder and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Employer from the Bidder and the Parent/holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Bidder or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/holding Company from its obligations and liabilities hereunder.
8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Bidder from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Law of India.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/Particular Conditions of Contract. The venue of arbitration shall be Shimla, India and the arbitration shall be conducted in accordance with Rules of institution to be finalized by Employer at the time of signing of Contract Agreement. The courts of Shimla shall have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO  
ON THE..... DAY ..... MONTH AND .....YEAR FIRST ABOVE WRITTEN AT  
\_\_\_\_\_.

For and on behalf of the Employer  
  
(through authorized representative)

For and on behalf of the Parent/holding  
Company  
  
(through duly authorized  
representative)

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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Witnesses:	Witnesses:
1. _____(Signatures)	1. _____(Signatures)
(Name & Address)	(Name & Address)
2. _____(Signatures)	2. _____(Signatures)
(Name & Address)	(Name & Address)

\* Strike out the form, if not applicable by the bidder.

**(Notarized by Notary Public)**

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Civil and HM Works**

**\*ATTACHMENT- 7 (iii)  
{Refer ITB Clause-5.4 (ii)}**

**PARENT/HOLDING COMPANY AGREEMENT**

(To be executed on non-judicial Stamp paper of appropriate value)

(For JV/Consortium)

THIS AGREEMENT IS MADE on this the..... day of ..... between the SJVN Limited, a company incorporated under the laws of India and having its Registered and Corporate office at SJVN CORPORATE OFFICE COMPLEX, Shanan, Shimla – 171006, Himachal Pradesh, India (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and .....(name of Parent/holding Company) a company organized and existing under the laws of..... and having its Principal Office at ..... (Hereinafter referred to as the "Parent/holding Company" of the JV/Consortium Partner M/s .....which expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the scope of works of M/s .....(name of Subsidiary Company) being awarded to JV/Consortium of M/s..... (name of JV/Consortium) and further agreeing to enter into a separate agreement with the Employer besides furnishing an additional Performance Bank Guarantee of value equivalent to 5% of the Contract Price to the portion of work of M/s ....., the Employer has entered into a Contract with the JV/Consortium comprising M/s ..... and M/s .....(hereinafter referred to as the "Bidder" which expression shall unless repugnant to the subject or context or meaning thereof include their successors, administrators, executors and permitted assigns) for the execution of Package - \_\_\_\_\_, \_\_\_\_\_ H.E. Project. (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to its Subsidiary M/s ..... and be responsible and liable for successful performance and completion of the woks described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated ..... entered into between the Employer and the Bidder for the execution of the Work described therein for Package - \_\_\_\_\_, \_\_\_\_\_ H.E. Project.
- 3.(a) The Parent/holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by M/s ..... (name of Subsidiary Company) under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to M/s ..... (name of Subsidiary Company) for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/holding Company.
3. (b) In the event of breach and/ or failure on the part of M/s ..... (name of Subsidiary Company) to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/holding Company and the Parent/holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Bidder under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides encahsing the Bank guarantee(s).
- 3(c) The Parent/holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.
- 3(d) It shall not be necessary for the Employer to proceed against the Bidder before proceeding against the Parent/holding Company and the Parent/holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Bidder for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Employer may at its option be entitled to act as if the Parent/holding Company was the Bidder for successful completion of the works.

In the event, qualification of the Bidder/Subsidiary Company is considered on the credentials of another Subsidiary/Group Company under the same Apex 'Parent/holding Company' and due to any reason whatsoever, 'Parent/holding Company' or any other Group Company wants to divest its investment in the direct or indirect subsidiary (ies) as a result of which any of these companies may not remain subsidiary (ies) of the 'Parent/holding Company' then the 'Parent/holding Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Subsidiary Company.

- 3(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of Conditions for the Contract, the Bidder is obliged to carry on the works under the Contract. In case, during the

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pendency of the dispute in arbitration, the Bidder does not carry on the work satisfactorily, the Employer by notice to the Parent/holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.

4. It is agreed that the obligations undertaken by the Parent/holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Bidder pending before any court, tribunal, arbitration or any other authority or forum.
5. This Agreement shall come into force and effect upon the Commencement Date of the Contract/issuance of 'Letter of Acceptance' and shall remain in force and effective till the date of expiry of the Defects Notification Period by the Employer pursuant to the Conditions for the Contract.
6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Bidder to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Bidder by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Bidder.
7. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Bidder and to extend time for performance thereunder by the Bidder or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Employer against the Bidder and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Employer from the Bidder and the Parent/holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Bidder or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/holding Company from its obligations and liabilities hereunder.
8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Bidder from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Law of India.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/Particular Conditions of Contract. The venue of arbitration shall be Shimla, India and the arbitration shall be conducted in accordance with Rules of institution to be finalized by Employer at the time of signing of Contract Agreement. The courts of Shimla shall have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO  
ON THE..... DAY ..... MONTH AND .....YEAR FIRST ABOVE WRITTEN AT  
\_\_\_\_\_.

For and on behalf of the Employer  
  
(through authorized representative)

For and on behalf of the Parent/holding  
Company  
  
(through duly authorized  
representative)

Witnesses:

1. \_\_\_\_\_(Signatures)

(Name & Address)

2. \_\_\_\_\_(Signatures)

(Name & Address)

Witnesses:

1. \_\_\_\_\_(Signatures)

(Name & Address)

2. \_\_\_\_\_(Signatures)

(Name & Address)

\* Strike out the form, if not applicable for the bidder



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**ATTACHMENT- 8**

*(To be executed on plain paper at the time of submission of bid and on legal paper of appropriate value by  
successful Bidder (Contractor) prior to signing of Contract Agreement)*

**PRE CONTRACT INTEGRITY PACT**

**(Format of Integrity Pact)**

**PRE CONTRACT INTEGRITY PACT**

**Between**

**SJVN Limited**, a company incorporated under the relevant law in the matter and having its registered office at **Corporate Office Complex, Shimla**, hereinafter referred to as “The Employer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

**And**

M/s \_\_\_\_\_, a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at \_\_\_\_\_ represented by Shri \_\_\_\_\_, hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the Employer proposes to procure under laid down organizational procedures, contract/s for **EPC Contract Package covering Design & Engineering Services, Civil and Hydro-Mechanical Works of Dhaulasidh HEP (66MW)** (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No **DCB-CCD-DSHEP-427-01**.

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 Employer to obtain the desired said (work/ goods/ services) 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 the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

**EPC Contract Package of Dhaulasidh HEP covering Design & Engineering Services,  
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**1.0 Commitments of the Employer**

- 1.1 The Employer undertakes that no official of the Employer, 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/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor 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 Employer the proceedings under the contract would not be stalled.

**3.0 Commitments of the Bidder(s)/Contractor(s)**

The Bidder(s)/Contractor(s) 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 :-

- 3.1 The Bidder(s)/Contractor(s) 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 Employer, 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.
- 3.2 The Bidder/Contractor 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 Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

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- 3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract
- 3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer 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.
- 3.6 The Bidder/Contractor 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.
- 3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.  
  
The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.12 The Bidder(s)/Contractor(s) 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 Employer.
- 3.13. The Bidder/supplier shall follow all rules and regulations of India.

**4.0 Previous Transgression**

- 4.1 The Bidder(s)/Contractor(s) 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 on any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Government Department in India.
- 4.2 The Bidder 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.

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**5.0 Earnest Money (Security Deposit)**

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

**6.0 Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the “**Guidelines on Banning of Business Dealings**” attached as **Annex-A** and initiate all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) 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 Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (v) To debar the Bidder/Contractor from participating in future bidding processes of Employer, as per provisions of “Guidelines on Banning of Business Dealings” (**Annex-A**), which may be further extended at the discretion of the Employer.
- (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), 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 in Employer’s country.

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

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**7.0 Independent External Monitor(s)**

- 7.1 The Employer has appointed Independent External Monitor(s) (hereinafter referred to as Monitors) for this Pact.
- 7.2 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.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of Employer and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor 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 Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.
- 7.7 The Employer 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 as and when required.
- 7.8 The Monitor will submit a written report to the CMD/CEO/MD of Employer within 10 days from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 7.9 The word ‘Monitor’ would include both singular and plural.

**8.0 Facilitation of Investigation**

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

**9.0 Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Employer. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

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**10.0 Other Legal Actions**

- 10.1 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 extant law in force relating to any civil or criminal proceedings.
- 10.2 Changes and supplements as well as termination notice need to be made in writing.
- 10.3 If the Contractor is a partnership or a Consortium or a joint venture, this pact must be signed by all partners of the Consortium/joint venture.

**11.0 Validity**

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.
  - 11.2 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 intention.
- 12.0 The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

Employer

Bidder

Name of the Officer

(Authorised Person)

Designation

(Name of the Person)

Place-----

Designation

Date-----

Place-----

Witness1. \_\_\_\_\_

Date-----

Witness1. \_\_\_\_\_

(Name and address)

(Name and address)

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

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

(Name and address)

(Name and address)

**Guidelines on banning of business dealings**

**Contents**

<b>S.No.</b>	<b>Description</b>
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6.0	Ground on which Banning of Business dealing can be initiated
7.0	Banning of Business dealings
8.0	Removal from List of Approved agencies-Suppliers/Contractors etc.
9.0	Show-cause Notice
10.0	Appeal against the Decision of the Competent Authority.
11.0	Circulation of the names of Agencies with whom Business Dealings have been banned.

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## **Guidelines on Banning of Business Dealings**

### **1.0 Introduction**

- 1.1 Employer deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of Employer to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

### **2.0 Scope**

- 2.1 The Information for Bidders/ Instruction to Bidders and even the General Conditions of Contract (GCC) of Employer generally provide that Employer shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the Projects/ Power Stations/ Regional Offices/ Liaison Offices of SJVN including its subsidiaries and JVs.
- 2.4 It is clarified that these guidelines do not deal with the poor performance of the contractors/ Agencies.
- 2.5 The banning shall be with prospective effect, i.e. future business dealings.

### **3.0 Definitions**

In these Guidelines, unless the context otherwise requires:

- i) **“Party / Contractor / Supplier / Bidders”** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. “Party / Contractor/ Supplier / Bidder” in the context of these guidelines is indicated as ‘Agency’.
- ii) **“Unit”** shall mean the Project/ Power Station/ Regional Office/ Liaison Office.
- iii) **“Competent Authority”** and **‘Appellate Authority’** shall mean the following:  
The concerned Director shall be the ‘Competent Authority’ for the purpose of these guidelines.



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CMD shall be the ‘Appellate Authority’ in respect of such cases.

- iv) **“Investigating Committee”** shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- v) **“List of approved Agencies viz. Parties / Contractors / Suppliers/Bidders”** shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc. if registered with Employer.

**4.0 Initiation of Banning / Suspension**

Action for banning /suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

**5.0 Suspension of Business Dealings.**

- 5.1 If the conduct of any Agency dealing with Employer is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months’ time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 5.2 The order of suspension shall be communicated to all Departmental Heads of SJVN (including its subsidiaries and JVs) and Heads of the Units. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

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5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

**6.0 Ground on which Banning of Business Dealings can be initiated:**

6.1 If the security consideration, including questions of loyalty of the Agency to Employer so warrants;

6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last three years.

6.3 If business dealings with the Agency have been banned by the Department of Power, Government of India and the relevant government department of Employer's Country.

6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;

6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on Employer or its official for acceptance / performances of the job under the contract;

6.6 If the Agency misuses the premises or facilities of Employer, forcefully occupies or damages Employer's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

**7.0 Banning of Business Dealings**

7.1 A decision to ban business dealings with any Agency shall apply throughout SJVN including its subsidiaries/JVs.

7.2 There will be an Investigating Committee consisting of officers not below the rank of AGM/DGM from Indenting Division, Finance, Law and Contracts. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:

i) To study the report of the unit/division responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned unit/division as per clause 9.1.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendations to the Competent Authority for banning or otherwise.

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**8.0 Removal from List of Approved Agencies - Suppliers/ Contractors, etc.**

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.
- 8.3 Past performance of the Agency may be taken into account while processing approval of the Competent Authority for award of the contract.

**9.0 Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- 9.2 If the Agency requests for inspection of any relevant document in possession of Employer, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
  - a) For exonerating the Agency if the charges are not established;
  - b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
  - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

**10.0 Appeals against the Decision of the Competent Authority**

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

**11.0 Circulation of the names of Agencies with whom Business Dealings have been banned**

- i) The concerned unit shall forward the name and details of the Agency(ies) banned to IT&C Division of SJVN's Corporate Office for displaying the same on SJVN website.

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- ii) Corporate Contracts Department shall also forward the name and details of the Agency(ies) banned to the Ministry of Power, GoI besides forwarding the name and details to the contracts/procurement group of all CPSUs of power sector.
-

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**FORM OF DECLARATION OF ELIGIBILITY**

**UNDERTAKING**

I / We, M/s .....(Name of Bidder) hereby certify that I / we have not been banned /de-listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds mentioned in Para 6 of Guidelines on banning of Business dealing, ITB Clause.....of Tender Document.

**(Seal & signature of the Bidder)**

**UNDERTAKING REGARDING NON-PERFORMANCE**

I / We, M/s .....(Name of Bidder/partner of JV/Consortium/Sub-contractor) hereby certify that Non-performance of a contract did not occur as a result of bidder's default in the last 10 years reckoned from the date of issue of NIT in terms of ITB Clause 5.5.7 of Bid Document.

**(Seal & signature of the Bidder)**

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**Attachment 10**

**Format for declaration regarding Local content percentage in accordance with Public Procurement (Preference to Make in India), Order 2017 and as amended from time to time**

Bidder's Name and Address:

To

Chief General Manager  
Civil Contracts Deptt.  
SJVN Ltd,  
SJVN Corporate Office Complex,  
Shanan, Shimla  
Himachal Pradesh, India.

Dear Sirs,

We, M/s ..... (Name of the bidder) having registered office at ..... (Address of the Company) hereby certify that we have examined the provisions circulated by Government of India, Ministry of Commerce and Industry , Department for Promotion of Industry and Internal trade (DPIIT), vide order no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 and MoP order No. 11/05/2018-Coord.dated 28.07.20 related to “Local content”, “Class-I local supplier” & “Local content percentage” and other provision mentioned therein. Further, we also acknowledge that in case, it has been found that the declaration against local content percentage given by us is false then action can be initiated against us as per Govt. Guidelines under Make in India issued from time to time.

We declare that the percentage of local content shall be ..... for EPC works of Dhaulasidh HEP.

Date: (Signature).....

Place: (Printed Name).....

(Designation) .....

(Common Seal).....

Notes: The bidder shall also submit a certificate from the statutory auditor or cost auditor of company or from a practicing cost accountant or practicing chartered accountant giving the percentage of local contract.