



INVITATION FOR BIDS (IFB)

FOR

Design, Supply, Installation, Testing and Commissioning of Electro-Mechanical Equipment

(EM PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

March 2023

Document Information

Document Title	INVITATION FOR BIDS (IFB)
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Revision History

Revision

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DD Hydropower & Developers Private Limited

Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM,
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INVITATION FOR BIDS (IFB) (National Open Competitive Bidding)

Contract Title: Design, Supply, Installation, Testing and Commissioning of Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh

IFB No: *KEYI-W002-EM*

IFB issued on: *22nd March 2023*

Section 2: Bid Data Sheet

Volume number	Contents	Section No./ Name
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	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
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		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
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Volume-2	Technical Specifications	Part-I: Technical Specification for E & M Equipment
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Section 2: Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 (Instructions to Bidders).

A. General

ITB 1.1	<p>The number of the Invitation for Bids (IFB) is: <i>KEYI-W002-EM</i></p> <p>The Employer is: DD Hydropower & Developers Pvt. Ltd., Arunachal Pradesh (also referred to as DD Hydro)</p> <p>The name of the open national competitive bidding is: Supply, Installation, Testing and Commissioning of Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh</p> <p>The identification number of the OCB is: <i>KEYI-W002-EM</i></p> <p>The number and identification of sub-packages (contracts) comprising this OCB is: There are no sub-packages, only one Single Package.</p> <p>Name and brief description of the project: Keyi 23 MW Hydro Electric Project located in the Lower Subansiri District of Arunachal Pradesh</p>
ITB 2.1 (h)	<p>Description of Employer - DD Hydropower and Developers Private Limited is developing 23MW KEYI HEP in Arunachal Pradesh. DDHPL is part of the Virtuaal Group developing hydro projects in India. Project is financed thru 70% debt and 30% equity or thru other ratio as acceptable to lender.</p>
ITB 4.4 (e)	<p>The particulars of the entities/ persons, referred to as the Consultant, hired or engaged by the Employer are:</p> <p>(i) Entura Hydro Tasmania India Private Limited as Owners Engineer</p>
ITB 4.4 (f)	<p>The particulars of the entities/ persons, referred to as the Engineer or Engineer in Charge or Owner's Engineer or Project Manager, hired or engaged by the Employer are:</p> <p>(i) Entura Hydro Tasmania India Private Limited – Owner's Engineer</p>

B. Contents of Bidding Documents

ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p style="text-align: center;">DD Hydro Power & Developers Private Limited Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM, Itanagar, Arunachal Pradesh, India. Email: keyihydro@virtuaal.in</p> <p>the Employer shall promptly publish the Clarifications/ Addendum to Bidding Document at the web page: [www.viplhydro.com]</p>
ITB 7.2	<p>(i) The Bidder shall also undertake thorough and detailed study of Site Investigation Report and other technical Data, which shall be furnished to him relevant to the works. The Bidder shall be responsible for interpreting all such Data.</p> <p>(ii) Also, based upon site visit, the Bidder shall submit appreciation of Project illustrating awareness and understanding of all principal technical and logistics problems related to transportation and installation of Construction Equipment, availability of land for Contractor's infrastructural works, methodology of construction etc..</p> <p>(iii) The Employer shall facilitate the visit for the bidder and bidder is required to furnish his confirmation of site visit.</p>
ITB 7.4	<p>A Pre-Bid meeting will take place for which Date, time and place will be intimated on the Company website and information circulated via email to all the bidders.</p>
ITB 7.6	<p>the Employer shall promptly publish the Minutes of the pre-Bid meeting/ Addendum to Bidding Document at the web page: [www.viplhydro.com]</p>

C. Preparation of Bids

ITB 11.2 (k)	<p>The Bidder shall submit with its Technical Bid the following additional documents/ details in respect of the bidder (i.e., Single bidder/ all partners of the JV):</p> <ul style="list-style-type: none"> (i) All Forms as per Section- 4: Bidding Forms for Technical Bid, duly filled and completed and all document specified therein. (ii) Description of legal status of the Bidder including Key Management Personnel and documents in support of legal status. (iii) The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid (refer Note 1 below); <p>[Note 1:</p> <p><i>I. In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/ Holding/ Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.</i></p> <p><i>II. Similarly, if the Bidder happens to be a Group/Holding/ Parent company, the Bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above certifying that these information/ documents are based on audited accounts, as the case may be.]</i></p> <ul style="list-style-type: none"> (iv) Detailed information as may be sought /specified in in Section – 6: Employer’s Requirement (v) Filled up Technical Data Sheets (vi) Bill of Quantity (BOQ) (un-priced schedules used for Price Bid)
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ITB 11.3 (d)	<p>The Bidder shall submit with its Price Bid all Forms as per Section- 5: Bidding Forms for Price Bid, duly filled and completed and all document specified therein and the following:</p> <p>(i) Hard electronic copy, either in CD or Pen Drive, of completed and filled up priced schedules as per ITB 12 and ITB 18. However, the completed schedules as required to be submitted in the price bid. including Price Schedules, as per ITB 12 and 18 shall prevail for all purposes including completeness of the Bid.</p>
ITB 12.1	The units and rates, including lump-sum price, as applicable, in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative bids are permitted in accordance with ITB 13.3.
ITB 13.2	Not applicable
ITB 13.4	Not applicable
ITB 16.1 (b)	The period following completion of plant and services in accordance with provisions of the contract shall be 15 (fifteen) years.
ITB 18.1	<p>Bidders shall quote for the entire plant and services on a single responsibility basis.</p> <p>The following components or services will be provided under the responsibility of the Employer: NIL</p>
ITB 18.4(a) (i) and 18.4(b) (i)	Final destination (Project Site): Pistana Village, Lower Subansiri District, Arunachal Pradesh.
ITB 18.5	Governing edition of Incoterms shall be : Incoterms 2020
ITB 18.6	The prices quoted by the Bidder shall not be adjustable.

ITB 20.1	The bid validity period shall be 180 days.
ITB 21.1	<p>The Bidder shall furnish a bid security in the amount and currency as stipulated below:</p> <p>Amount of Bid Security: (Rs.) 5000000/-</p> <p>(Indian Rupees Fifty lakhs only)</p>
ITB 21.4	<p>Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not been legally constituted at the time of bidding, the name of all of the Joint Venture partners, the Employer shall request the Bidder to submit a compliant bid security within 7 (seven) days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.</p>
ITB 22.1	In addition to the original Bid, the number of copies is: 2 (two).
ITB 22.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of a Legally valid Power of Attorney demonstrating the authority of the signatory to sign the Bid.</p> <p>In the case the Bidder is a JV, the Bid shall be signed by the authorized representative/ lead partner of the JV on behalf of the JV or, alternatively, by all the members/ partners of the JV, so as to be legally binding on all the partners of the JV.</p>
ITB 22.3	The Bidder shall submit an acceptable authorization within 7 (seven) days of receiving such a request. Failure to provide a compliant authorisation within the prescribed period of receiving such a request shall cause the rejection of the Bid.

D. Submission and Opening of Bids

ITB 23.1	Bidders shall submit their Bids by hand. Electronic bid submission/Electronic bidding is not permitted except to the extent mentioned in and permitted as per ITB/ BDS 11.3 (d).
ITB 23.1 (b)	Not Applicable.
ITB 24.1	For <u>bid submission purposes</u> only, the Employer's address is Administrative Officer DD Hydropower and Developers Private Limited 9 Astley Hall, Dehradun Email: keyihydro@virtuaal.in Mob: 9412992473 The deadline for bid submission is Date: 25th May 2023 up to 15:00 Hours (IST)
ITB 27.1	The bid opening of Technical Bids shall take place at Administrative Officer DD Hydropower and Developers Private Limited 9 Astley Hall, Dehradun Email: keyihydro@virtuaal.in Mob: 9412992473
ITB 27.1	Electronic bid opening procedure: Not Applicable
ITB 27.5	The Letter of Technical Bid shall be initialed by 1 (one) or more representative(s) of the Employer attending Technical Bid opening.
ITB 27.10	The Letter of Price Bid and Price Schedules shall be initialed by 1 (one) or more representative(s) of the Employer attending the Price Bid opening.

E. Evaluation and Comparison of Bids

ITB 32.2 (c)	Critical provisions in the Bidding Document, related to/ regarding Bid Security/ Bid Securing Declaration (ITB 21), GCC Clauses: 5 (Law and Language), 45 (Disputes and Arbitration), 12 (Terms of Payment), 13.3 (Performance Security), 14 (Taxes and Duties), 26.2 (Completion Time Guarantee), 27 (Defect Liability), 28 (Functional Guarantees), 29 (Patent Indemnity), 30 (Limitation of Liability) and Section 9 – Contract Forms, Appendix-2 to the Form of Contract Agreement (Price Adjustment)
ITB 32.5	<p>Notwithstanding ITB 32.4, such bids with material deviation, reservation, or omission, shall be considered substantially responsive only if, as per Section 4: Bidding Forms for Technical Bid, the Format of Deviations, Exceptions and Reservations to the provisions of Bidding/ RFB Document, duly completed, with corresponding cost of withdrawal, is submitted by the Bidder in compliance with and as per the format specified in Section 4: Bidding Forms for Technical Bid.</p> <p>Except for the nonconformities listed in Statement of Technical & Commercial Deviation, Reservation or Omission, referred to above, the Bid shall be deemed to comply with all the requirements in the Bidding Documents without any extra cost to the Employer, irrespective of anything mentioned to the contrary, anywhere else in the Bid.</p>
ITB 33.3	The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
ITB34.1(c)	<p>Evaluation Criteria and other relevant factors for Detailed Evaluation of Technical Bid</p> <p>The adjustments shall be determined using the following criteria/ aspects as set out in Section III, Evaluation, Eligibility and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) Functional Guarantees of the Facilities (b) Work, services, facilities, etc., to be provided by the Employer
ITB 35.2	<p>I. The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates/ group company shall be permitted as per provisions</p>

	<p>in in Section 3. The other firms must satisfy the eligibility criteria stated in in Section 3.</p> <p>The Bidder shall provide the Affiliate Company Guarantee Form included in Section 4 (Bidding Forms for Technical Bid) filled out and signed by each subsidiary, parent entity, or affiliate/ group company (hereinafter referred to Affiliate for brevity), that the Bidder submits for consideration of the Employer in determining its qualifications.</p> <p>II. Further, if as per the criterion 2.4 in section 3, the bidder is permitted to associate with a firm who in turns meets the qualification as specified therein, the qualifications of such other firms (Associate) shall also be permitted as per provisions in in Section 3. The other firms must also satisfy the eligibility criteria stated in in Section 3.</p> <p>The Bidder, together with the Associate, shall provide the Joint Deed of Undertaking Form included in Section 4 (Bidding Forms for Technical Bid) filled out and signed by the bidder and the Associate(s) concerned, that the Bidder submits for consideration of the Employer in determining its qualifications.</p>				
ITB 38.1	Not Applicable.				
ITB 39.2 A (f)	<p>The Employer's evaluation of a Bid shall also require the consideration of factors listed herein below and the adjustments in price that results from the same shall be added to the Bid Price for comparison purposes to arrive at the Evaluated Bid Price. Wherever specified, the adjustments shall be determined using the criteria and methodology mentioned herein and/ or in Section 6. Employer's Requirement:</p> <p>I. Time for Completion: The plant and Installation Services specified in Employer's Requirement are required to be supplied / provided within the specified Time for Completion indicated herein:</p> <table border="1"> <tr> <td>Completion of Unit-1</td><td>28 months from the Effective Date</td></tr> <tr> <td>Completion of Unit-2</td><td>30 months from the Effective Date</td></tr> </table> <p>Bidders are required to base their prices on the above. No credit will be given if Completion is achieved before the specified date or period, and Bids Time of Completion after the specified period are liable to be treated as nonresponsive;</p> <p>II. Deviation in payment schedule/ terms and conditions of payment:</p>	Completion of Unit-1	28 months from the Effective Date	Completion of Unit-2	30 months from the Effective Date
Completion of Unit-1	28 months from the Effective Date				
Completion of Unit-2	30 months from the Effective Date				

	<p>Bidders shall state their Bid price for the payment schedule outlined in the Conditions of Contract/ Appendix to the Contract Agreement. Bids shall be evaluated on the basis of this base price. If a Bid deviates from the specified in payment schedule/ terms and conditions of payment, are liable to be rejected as non-responsive.</p> <p>The Employer, however, reserves the right to waive of non-substantial/ minor non-conformities</p>
ITB 39.2 B	<p>The Employer's evaluation of a Bid will also include and take into account the cost/ price elements listed under ITB 39.2 B (a) and (b). However, the <i>Goods and Service Tax (GST) referred to under ITB 39.2 B (a) and (b) shall not be added to the Contract Price but the Employer shall bear and pay/ reimburse the same to the Contractor at actuals subject to other provisions of the Contract, as per provisions of GCC Clause 14.</i></p>
ITB 39.4	Not applicable
ITB 39.6	Not applicable
ITB 40.1	Provisions on abnormally low bids shall not apply
ITB 43.2	<p>The contract with the successful bidder shall be on single source responsibility basis.</p> <p>In case of Joint Venture, the Contract shall be awarded to Joint Venture and not to individual partners of the Joint Venture. However, it shall be addressed to the Lead Partner/ Partner-in Charge.</p>
ITB 46.1	<p>Amount of performance security: 10% (Ten percent) of the Contract Price.</p> <p>The performance security of a joint venture shall be in the name of joint venture.</p>