

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET i OF iii



INSTRUCTIONS TO BIDDERS
FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE



CONTENTS

Sl. No	TITLE	SHEET
1.0	Scope and Background	1
1.1	Sale of Tender documents	1
2.0	Eligible Countries, Bidders and Supplies	3
3.0	Eligible Materials, Plant, Supplies, Equipment and Services	3
4.0	Bid Qualification Requirements	3
5.0	One Bid per Bidder	4
6.0	Cost of Bidding	4
7.0	Site Visit	4
8.0	Content, Transfer & Compliance	5
9.0	Clarification of Tender Documents	5
10.0	Amendment of Tender Documents	6
11.0	Language of Bid	6
12.0	Bids to be complete	7
13.0	Documents Comprising the Bid	7

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
 SHEET ii OF iii



INSTRUCTIONS TO BIDDERS
FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE



Sl. No	TITLE	SHEET
14.0	Bid Prices	7
15.0	Currencies of Bid and Payments	8
16.0	Bid Validity	8
17.0	Bid Security	8
18.0	Pre-Bid Meeting	10
19.0	Format and Signing of Bid	11
20.0	Benefits under Mega Power Policy/Deemed Export benefit	12
21.0	Sealing and Marking of Bids	13
22.0	Deadline for Submission of Bids	14
23.0	Late Bids	14
24.0	Modification and Withdrawal of Bids	14
25.0	Bid Opening Process	15
26.0	Process to be Confidential	16
27.0	Clarification of Bids and Contacting the Purchaser	16
28.0	Verification and Qualification of Bidders	16

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
 SHEET iii OF iii



INSTRUCTIONS TO BIDDERS
FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE



Sl. No	TITLE	SHEET
29.0	Examination of Bids and Determination of Responsiveness	17
30.0	Correction of Errors	18
31.0	Conversion to Single Currency for Comparison of Bids	18
32.0	Evaluation of Bids	18
33.0	Award	19
34.0	Purchaser's Right to Accept any Bid and Limitation of Liability	19
35.0	Letter of Intent / Letter of Award & Letter of Acceptance	20
36.0	Contract Performance Security	21
37.0	Corrupt/ Fraudulent Practices	21
38.0	Summary of Tender issue and submission	23
	Annexure 1 of ITB: Submission of Bid	24
	Annexure 2 of ITB: Bid Evaluation	29
	Annexure 3 of ITB: BIDDING Process – Activity Timeline	35

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 1 OF 35



INSTRUCTIONS TO BIDDERS

**FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE**



1.0 SCOPE AND BACKGROUND

1.1 Lalitpur Power Generation Company Limited defined as the "Owner", has awarded complete BOP package of 3x660 MW Lalitpur Super Thermal Power Project to M/s. Carbery Infrastructure PTE Ltd defined as "BOP CONTRACTOR". M/s. Carbery Infrastructure PTE Ltd has assigned Procurement, Civil construction and Erection of said package to M/s. Bajaj Infrastructure Development Company Limited defined as the "Purchaser". The PURCHASER wishes to receive Bids for the Fuel oil receipt, Storage and Handling system Package as enumerated in Volumes I, II, General Conditions of Contract forming part of the 'Tender Documents'.

1.2 SALE OF TENDER DOCUMENTS

The tender documents will be on sale from 16-07-2012 to 25-07-2012 and can be purchased on all working days between 11.00 AM to 4.00 PM from the following address

**Bajaj Infrastructure Development Company Limited
Bajaj Bhavan
B-10, Sector -3,
Jamnalal Bajaj Marg
NOIDA -201301
NCR, Delhi
India
Kind Attn. Mr OP Shukla, Senior DGM (CC&M)**

Phone: +91-120-4045100/555/409
E-mail: opshukla@bajajinfra.com

1.2.2 COST OF TENDER DOCUMENTS

The cost of Tender documents shall be Rs. 30,000 (Indian Rupees Thirty Thousand only) per set which can be paid by way of Crossed Bank Draft drawn in favor of BAJAJ INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED, payable at Delhi/NOIDA.

1.3 Throughout these Tender Documents, the terms "Bid" and "Tender" and their derivatives ("Bidder/Tenderer", "Bidding/Tendering", etc.) are synonymous, and Day means calendar day of twenty-four (24) hours. Singular also means plural. "Bidder" or "Applicant" and "Bid" or

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 2 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



"Application" for the purpose of interpretation of Instructions to Bidders (ITB) shall mean the same. Any other term not defined in Instructions to Bidders should be interpreted in a manner as defined in Important Commercial terms and Conditions, Section A4, Volume I.

- 1.4 The Bidder shall be responsible for the basic and detailed, Design, engineering, manufacturing, procurement shop fabrication, assembly, testing and inspection at supplier's works, packing, dispatch, shipping, delivery at Indian port/unloading at Indian port/delivery from Indian port to site in case of imported equipment and delivery/unloading at site for indigenous equipment, unloading and storing at site, insurance up to time of handing over, handling at site, start-up, commissioning including trial operation, successful performance testing and handing over of the Fuel oil receipt ,Storage and Handling system Package , and warranty during defect liability period for the 3 x 660 MW Lalitpur Super Critical TPP
- 1.5 The successful Bidder is expected to offer a Lump sum Fixed Price and shall complete the Fuel oil receipt ,Storage and Handling system Package as defined elsewhere within the following time schedule:

Description.	Contractual Time for completion in months from the date of issue of Letter of Award / Letter of Intent
Fuel oil receipt ,Storage and Handling system Package	15

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 3 OF 35



INSTRUCTIONS TO BIDDERS

**FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE**



1.6 General Information on Site Location and Ambient Conditions have been provided in Section B of Volume II.

2.0 Eligible Countries, Bidders and Supplies

This Invitation for Bidding is open to any Bidder, except as stated in the Tender Documents, meeting all of the following requirements:

- a) "The Bidder shall not be from an ineligible Source Country i.e. the one with which (i) as a matter of law or official regulation, India prohibits or restricts commercial relations, or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods or any payments to persons or entities in that country.
- b) The Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request from time to time.

3.0 Eligible Materials, Plant, Supplies, Equipment and Services

- a) Materials, Plant or Contractor's Equipment, other Supplies, and Services to be supplied under the Contract, shall have their Origin in eligible Source Countries, and all expenditure made under the Contract will be limited to such Materials, Plant or Contractor's Equipment, other Supplies and Services.
- b) For purposes of clause 3.0 (a) 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.

4.0 Bid Qualification Requirements

Please refer Section – A3

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 4 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



5.0 One Bid per Bidder

A Bidder shall submit only one Bid in the same Bidding process. However the bidder will be permitted to participate in the bidding process in the capacity of Subcontractor in other Bids..

6.0 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid and subsequent bidding process. The Purchaser/Owner will in no case be responsible or liable for any such costs, regardless of the conduct or outcome of the Bidding process.

7.0 Site Visit

7.1 The Bidder is advised to visit and examine the Site and its surroundings including access to and from the Site, infrastructure & other facilities, including road, rail and other transport facilities to and from the Site and obtain for himself on his own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the Fuel oil receipt, Storage and Handling system Package. The costs of visiting the Site shall be at the Bidder's own expense.

7.2 The Bidder and any of his personnel or agents will be granted permission by the Purchaser to enter upon his premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, his personnel, and agents will release and indemnify the Purchaser and his personnel and agents from and against all liability in respect thereof, and the Bidder himself 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.

7.3 The submission of a Bid by the Bidder will be construed as evidence that the bidder has examined the site conditions in detail, and the Bidder shall not raise later any claims/disputes for any additional cost or extension of contractual time for completion against the Purchaser. The Purchaser shall not be liable for the same in any manner whatsoever.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 5 OF 35



INSTRUCTIONS TO BIDDERS

**FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE**



8.0 Content, Transfer & Compliance

8.1 The Tender Documents comprise those stated below and should be read in conjunction with any Addenda issued in accordance with clause 10.0 and Clarification as per clause 9.3.

Volume I: Instructions to bidders, Bid Qualification requirements, Important Commercial Terms and Conditions.

Volume II: Technical specification for Fuel oil receipt ,Storage and Handling system.

General Conditions Of Contract (GCC)

All the volumes have to be considered together for a correct understanding and interpretation of the Tender Documents.

8.2 Tender Documents are not transferable. Bids received from those who have not purchased the Tender Documents by payment of cost of bid document will be rejected and will not be opened.

8.3 The Bidder shall submit his application strictly in accordance with the Tender Documents and its terms and conditions. The statements and explanations contained in these Tender Documents are intended to provide a proper understanding to Bidders but should not be construed as limiting Bidder's/ Contractor's responsibilities and/or Purchaser's rights to amend/ change the scope or terms.

9.0 Clarification of Tender Documents

9.1 The Bidder is required to carefully examine the Tender Documents and fully ascertain himself as to all the conditions and matters, which may in any way, affect the package to be performed or the cost thereof.

9.2 If any Bidder finds discrepancies or omissions in the Tender Documents or is in doubt as to the true meaning of any part, he shall at once request in writing to the Purchaser, at the address as mentioned in clause 9.4 for any interpretations/ clarifications. The Purchaser will issue interpretations and clarifications in Writing.

9.3 Verbal clarifications and information given by the Purchaser or his employee(s) or his representative(s) shall not in any way be binding on the Purchaser.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 6 OF 35



INSTRUCTIONS TO BIDDERS

**FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE**



9.4 All the queries should be addressed to:

Bajaj Infrastructure Development Company Limited
Bajaj Bhavan
B-10, Sector -3,
Jamn Lal Bajaj Marg
NOIDA -201301
NCR, Delhi
India
Kind Attn. Mr OP Shukla, Sr.DGM (CC&M)

Phone: +91-120-4045100/555/409
E-mail: opshukla@bajajinfra.com

10.0 Amendment of Tender Documents

10.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Tender Documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the Tender Documents pursuant to clause 8.1 and shall be communicated in writing or by email to all purchasers of the Tender Documents. Prospective Bidders shall promptly acknowledge receipt of each Addendum by email to the Purchaser.

10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser shall extend as necessary the deadline for submission of Bids, in accordance with clause 22.0.

11.0 Language of Bid

All correspondence, information, literature, data, manuals, definitive documents, notices, waivers and all other communication, written or otherwise, between the Parties in connection with this Contract shall be in English only. The official text of this Contract shall also be in English only.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 7 OF 35



INSTRUCTIONS TO BIDDERS

**FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE**



12.0 Bids to be complete

Bids should be complete in all respects and should be in accordance with the provisions of the Tender Documents. Part Bids or incomplete Bids, or those Bids which are not in accordance with the provisions of Tender Documents are not acceptable and will be rejected.

13.0 Documents Comprising the Bid

The Bidders shall complete all Information Forms (IF's) including, Undertakings, Datasheets, and Schedules which are a part of the Tender Documents as well as furnish all required and relevant enclosures and submit the same in three different envelopes, envelope A (comprising inner envelopes Aa) and envelope B (comprising inner envelopes Ba, Bb and Bc) & envelope- C (comprising of inner envelope Ca) as elaborated in Annexure 1. The Qualified Bidder whose Bid is not found deficient will be required to submit a Price Implication Bid (in envelope Cb) as stated in Annexure 2.

14.0 Bid Prices

- 14.1
- a) Bidders shall quote in their proposal, lump sum Price considering the benefits available, under the "Mega Power Policy" /Deemed Export policy of the Government of India.
 - b) The Price Bid shall remain firm throughout the Contract Period of the Contract and comply with the Specifications and other requirements covered in the Volumes I to IV of Tender Documents. The Price Bid shall additionally contain Price break-up as per Schedule F2 of Volume II of Tender Documents in accordance with the Tender Documents.
- 14.2 The Bidders shall, interalia, indicate the following in the Bid:
- (i) In respect of Sales tax/Works contract tax(WCT)/Value Added Tax(VAT), nature of sale (intra- state sale, inter-state sale, first sale, second sale), the terms of delivery and declaration Forms/certificates etc; required to be issued by the Purchaser,
 - (ii) In respect of service tax, category of taxable services, value of taxable services and service tax amount.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 8 OF 35



INSTRUCTIONS TO BIDDERS
FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE



14.3 Items in Schedules F2 of Volume II against which no rate or Price is entered by the Bidder, will not be paid for by the Purchaser when executed and shall be deemed covered by the rates for other items and prices.

14.4 The Price Bid shall be only provided in envelope Ca and shall not be stated in any other place or enclosed in inner envelope other than Ca. The Price Implication Bid shall be only provided in envelope Cb and shall not be stated in any other place or enclosed in any other envelope other than Cb.

15.0 Currencies of Bid and Payments

The prices shall be quoted by the Bidder in Indian Rupees only:

- a) Bidders are free to submit the most tax efficient bid, provided these do not in any way or manner dilute the scope, guarantees, warranties and other obligations of the Contractor.

16.0 Bid Validity

16.1 Bids shall remain valid up to the Date as mentioned in Annexure 3 of ITB. In case a Bidder quotes a lower validity period than that called for, his offer may be rejected.

16.2 In exceptional circumstances, prior to expiry of the original Bid Validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without getting his Bid Security forfeited. It is understood that the Bidder agrees to reasonably consider such a request. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid Security for the period of the extension and in compliance with clause 17.0 in all respects.

17.0 Bid Security

17.1 The Bidder shall furnish, as part of his Bid, in envelope Aa, a Bid Security for an amount of **Indian Rupees 50 Lakh (Rs, Fifty Lakh only)**.

17.2 The Bid Security shall

- a) Be in the form of an Irrevocable Bank Guarantee

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 9 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



- (i) Issued by an Indian Nationalized bank / Scheduled Bank or its foreign branch or issued by a foreign bank and counter guaranteed by an Indian Nationalized bank or its foreign branch;
- (ii) Be in accordance with the format mentioned in Information Form BS;
- (iii) Be payable promptly upon written demand by the Purchaser without demur in case any of the conditions listed in clause 17.7 are invoked;
- (iv) Be submitted in its original form; copies will not be accepted;
- (v) Remain valid up to the Date mentioned in Annexure 3 of ITB and up to the extended date in accordance with clause 16.2 , in the event of extension of Bid Validity period.

OR

- b) Be in the form of a Demand Draft favoring "**BAJAJ INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED**" and payable at New Delhi/NOIDA, India.

- 17.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive.
- 17.4 The Bid Security submitted by all such Bidders whose Bids are found compliant and who satisfy the eligibility conditions shall be retained with Purchaser. Purchaser shall be entitled to appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / damages to Purchaser in events mentioned in clause 17.7 below or as indicated elsewhere.
- 17.5 The Bid Security of the unqualified Bidders will be returned by the Purchaser without any interest, as promptly as possible, within thirty (30) days after declaration of qualification results and that of unsuccessful Bidders will be returned by the Purchaser without any interest, as promptly as possible within fifteen (15) days of the execution of Contract with the selected Bidder.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 10 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



- 17.6 The Bid Security of the successful Bidder will be returned without any interest when the Bidder has signed the Contract and furnished the required Contract Performance Security.
- 17.7 The Bid Security may be forfeited as mutually agreed loss and damage payable by the Bidder to Purchaser for, inter alia, time, cost and effort of Purchaser in regard to this Bid.
- a) If the Bidder withdraws his Bid during the period of Bid Validity except as provided in clause 24.2 ;or
 - b) If the Bidder does not accept the correction of his Bid Price, as mentioned in clause 30.0; or
 - c) If the Bidder refuses to withdraw, without any cost to the Purchaser, any deviation not listed in section F3 of Volume II and Schedule F4 of Volume II but found elsewhere in the Bid; or
 - d) In the case of a successful Bidder, if he fails within the specified time limit as per the clauses 35.0 and 36.0 to:
 - a) Furnish the Letter of Acceptance, or
 - b) Furnish the required Contract Performance Security, or
 - c) Sign the Contract.
- 18.0 Pre-Bid Meeting**
- 18.1 The Bidder's designated representative is invited to attend a Pre- Bid meeting, which, if convened, will take place in Noida . The Date, Time and Venue of Meeting will be announced later. The Purchaser reserves the right, not to hold the Pre-Bid Meeting or to change the location of the meeting.
- 18.2 The purpose of the meeting will be to clarify issues on the Tender Documents including Qualification Criteria, Technical Specifications, Commercial Specifications, Price Schedules, etc. Bidders are required to send in their queries through email atleast 10 days in advance of the pre bid meeting.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 11 OF 35



INSTRUCTIONS TO BIDDERS

**FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE**



- 18.3 It may not be practicable at the meeting to answer questions received late and hence the Bidders shall not expect answers to questions received late.
- 18.4 Minutes of the meeting including the text of the questions raised and the responses given, together with any responses prepared or written clarifications, will be transmitted without delay to all purchasers of the Tender Documents, listed in clause 8.0. Any modifications of the Tender Documents listed in clause 8.0, that may become necessary as a result of the Pre-Bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum, pursuant to clause 10.0 and not through the minutes of the Pre-Bid meeting.
- 18.5 Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 19.0 Format and Signing of Bid**
- 19.1 The Bidder shall prepare one Original of the Documents typed in indelible ink comprising the Bid clearly marking it as "Original". In addition, the Bidder shall submit (4) four sets (photocopies are also acceptable) of the Bid, clearly marked as "Copy." The Bidder shall also submit a soft copy of the Documents comprising the Bid, preferably in MS Word and MS Excel format, in a CD, in a separate envelope. In the event of any discrepancy between the above mentioned copies, whether hard or soft, the Original hardcopy shall prevail.
- 19.2 The Original copy (including Schedules, Undertakings, Datasheets, Information Forms, Enclosures, etc. which require the signature of the Bidder) shall be signed by a person or persons, duly authorized to sign on behalf of the Bidder, with his usual signature mentioning their name and designation with a stamp(s) or seal(s) for suitable identification of the Bidder, as the case may be in accordance with this clause 19.0. The names of all person(s) signing should also be typed or printed below the signature. All pages of the Bid shall have initials of the person(s) signing the Bid with stamp(s) / seal(s) as suitable identification of the Bidder. All drawings submitted by the Bidder shall also have initials of the authorized signatory of the Bidder.
- 19.3 The Bid shall be assumed to contain no alterations, omissions, erasures or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 19.4 The Bid must also contain the place of business of the person or persons making the Bid.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 12 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



- 19.5 Bid by a Partnership Firm must be furnished with full names of all partners and be signed with the partner's name, followed by the signature and designation of one of the authorized partners or other authorized representative(s). A certified copy of the Partnership Deed, relevant Power of Attorney and current address of all the partners of the firm shall also accompany the Bid.
- 19.6 Bid by a Corporation / Limited Company/Consortium must be signed with the legal name of the Corporation/ Limited Company/,Consortium leader Company by the President, Managing Director/Consortium Leader or by the Secretary or any other person or persons holding Power of Attorney from such Corporation/ Limited Company/,Consortium leader Company for signing the Bid. A certified copy of the Power of Attorney for signing the Bid and the Board resolution authorizing the grant of such Power of Attorney shall be furnished along with the Bid. Such Limited Company /Corporation/ shall also furnish satisfactory evidence of its existence along with its Bid. In case of a bid by the Consortium the Consortium agreement duly signed by all the members of the Consortium shall also be enclosed along with the Bid.
- 19.7 A Bid by a person, who affixed to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or any other designation, without disclosing his principal and without enclosing certified copies of Power of Attorney and Board Resolution or equivalent Authorization may be rejected. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 19.8 No Erasures or whitening and rewriting shall be permitted. Changes, if any, shall be effected only by cancellation of the original writing by striking and re-writing it alongside. All such changes shall carry the initials of the person(s) signing the bid.
- 19.9 The tender documents shall be deemed to be part of the Bid and compliance with the conditions thereof by the bidders is mandatory.
- 20.0 Benefits under Mega Power Policy/Deemed Export Benefit**
- 20.1 The bidder may like to ascertain availability of various concessions under the above policy of Government of India. It is the Bidder's responsibility to take into account such benefits wherever applicable and to obtain the same.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 13 OF 35



INSTRUCTIONS TO BIDDERS
FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



21.0 Sealing and Marking of Bids

21.1 The Bidder shall seal the Original and each Copy of the Bid in separate envelopes, duly marking the envelopes as "Original" and "Copy." As explained in Annexure 1, inner envelopes Aa shall be sealed in outer envelope A, Inner envelopes Ba, Bb and Bc shall be sealed in outer envelope B & inner envelope Ca shall be sealed in outer envelope C. The Qualified Bidder whose Bids will be expected to provide Price Implication Bid (Annexure 2 of ITB bid evaluation) in envelope Cb.

21.2 The inner and outer envelopes shall :

- a) Be addressed to the Purchaser;
- b) Bear the Project name and reference number of the Tender; and
- c) Provide a warning not to open before the time and date for opening the respective envelope as mentioned in clause 25.0.

21.3 In addition to the identification required in clause 21.2, the inner envelopes shall indicate name and address of the Bidder to enable the Bid to be returned unopened, in case it is declared "late" pursuant to clause 23.0, and for matching purposes under clause 24.0.

21.4 If the outer envelopes A B & C and envelope Cb are not sealed and marked as per clause 21.2 above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

21.5 Bids can be submitted by Registered Post/Courier/Speed Post/Delivered in person. Bids submitted by Telex/Telefax, E Mail or Telegram will not be accepted and will be summarily rejected.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 14 OF 35



INSTRUCTIONS TO BIDDERS
FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



21.6 The envelopes should be addressed to :

Bajaj Infrastructure Development Company Limited
Bajaj Bhavan
B-10, Sector -3,
Jamn Lal Bajaj Marg
NOIDA -201301
NCR, Delhi
India
Kind Attn. Mr OP Shukla, Sr. DGM (CC&M)

Phone: +91-120-4045100/409
E-mail: opshukla@bajajinfra.com

22.0 Deadline for Submission of Bids

22.1 The Bid envelope **A** (comprising inner envelope **Aa**) and envelope **B** (comprising inner envelopes **Ba, Bb & Bc**) and Envelope **C** (comprising inner cover **Ca**) must be received by the Purchaser at the address as specified in clause 21.6, not later than the date and time specified in Annexure 3 of ITB. In the event of specified date for submission of Bid being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

22.2 The Purchaser may, in exceptional circumstances and at his own discretion, extend the deadline for submission of Bids by issuing an Addendum in accordance with clause 10.0, in which case all rights and obligations of the Purchaser and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

23.0 Late Bids

23.1 Any Bid received by the Purchaser after the deadline for submission of respective Bids as prescribed in above-mentioned clauses 22.1 and 22.2 will be returned unopened to the Bidder.

23.2 The Purchaser shall not be responsible for delays due to post or courier.

24.0 Modification and Withdrawal of Bids

24.1 The Bidder may modify or withdraw his Bid after Bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline for submission of Bids.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 15 OF 35



INSTRUCTIONS TO BIDDERS

**FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE**



24.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of clause 21.0, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal," as appropriate.

24.3 No Bid may be modified by the Bidder after the deadline for submission of Bids. Bidders will not be permitted to change the substance of their Bids after the Bids have been opened.

24.4 Withdrawal of a Bid during the interval between the deadline for submission of Bids and expiry of the period of Bid Validity specified in clause 16.0 will result in forfeiture of Bid Security as per clause 17.7.

25.0 Bid Opening Process

Purchaser shall open the Bid as per the procedure given under:

25.1 Sealed Bids received shall be opened on the date and time specified in Annexure-3 of ITB in the presence of Bidders' designated representatives who choose to attend the Bid opening. These representatives who are present shall sign a register evidencing their attendance.

25.2 Envelopes marked "Withdrawal" shall be opened first, and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. Subsequently, all envelopes marked "Modification" shall be opened and the submissions therein shall be read out.

25.3 Envelope Aa- Containing Bid Security

Bid Security submitted in envelope A shall be opened first and the Bidder name and amount of Bid Security submitted shall be announced by Purchaser. The Purchaser shall examine whether the Bid security fulfils the requirement of clause 17.1 & 17.2 of ITB. If the Bidder has submitted Bid Security for the requisite amount and in the format enclosed with the tender, then the offer shall be treated as responsive and other documents submitted shall be opened. If the Bidder has not enclosed the Bid Security for the requisite amount and in the format required, the bid shall be treated as non-responsive and other documents submitted by that Bidder shall not be opened.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 16 OF 35



INSTRUCTIONS TO BIDDERS

**FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE**



25.4 Envelope- B (comprising of Ba, Bb & Bc)

The Qualification Bid (Ba), Technical and un-priced commercial bid (Bb & Bc) of the Bidders who have complied with the above condition shall be opened next. The Purchaser will examine the qualification bid of each Bidder for determining the responsiveness as per Annexure-2 clause

25.5 Envelope C comprising of the sealed Price Bid "Ca" and price implication bid" Cb" of successful Bidders shall be opened in their presence on the date and time to be specified by the Purchaser.

26.0 Process to be Confidential

26.1 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.

26.2 Canvassing in any form shall strictly be prohibited and any applicant found to have engaged in canvassing shall be liable to have his Bid rejected summarily.

27.0 Clarification of Bids and Contacting the Purchaser

27.1 The Purchaser may at any stage in Bid evaluation, ask any Bidder for clarification of his Bid, including further breakdown of costs, in order to assist in the examination, evaluation, and Comparison of Bids. The request for clarification and the response shall be in writing.

27.2 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, he should do so in writing.

27.3 Any effort by the Bidder to influence the Purchaser in their Bid evaluation, Bid comparison, or Contract Award decisions may result in the rejection of his Bid.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 17 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



28.0 Verification and Qualification of Bidders

Purchaser reserves the right to verify all statements/ information submitted to confirm the Bidders claim on experience, performance of equipment offered and capabilities to perform the scope of works for Fuel oil receipt, Storage and Handling system Package. Purchaser may inspect such works of Bidders. Bidder shall co-ordinate and arrange for visit to such works. However all expenses of Purchaser / Purchaser's representative will be borne by the Purchaser.

29.0 Examination of Bids and Determination of Responsiveness

29.1 Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:

- a) Meets the eligibility criteria as per Section A3 Volume-I;
- b) Has been properly signed as per clause 19.0;
- c) Is accompanied by the required sureties and securities;
- d) Is sealed and marked as per clause 21.0;
- e) Is substantially responsive* to the requirements of the Tender Documents;
- f) Provides any clarification and or substantiation that the Purchaser may require to determine responsiveness and;
- g) Has all the required Information Forms, Undertakings, Guarantees, Enclosures, Schedules etc.

The Bidder shall confirm in writing that his Bid is 'Firm and Irrevocable' and valid until the Date of validity. Bids without this statement will be treated as "non-responsive."

Bids not meeting the criteria for sealing and marking of Bids as specified in clauses 21.1 to 21.4 shall be rejected by the Purchaser

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 18 OF 35



INSTRUCTIONS TO BIDDERS

**FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE**



**For purposes of this determination, a substantially responsive Bid is one that prima-facie conforms to all the terms, conditions and Specifications of the Tender Documents without material deviations, objections, conditionalities or reservations. Further, a material deviation, objection, conditionally or reservation is the one (a) that substantially affects the scope, quality or performance of the package; (b) that limits in any substantial way, inconsistent with the Tender Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract.*

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

29.3 If a Bid does not meet the criteria stated in clause 29.1 above, it will be rejected by the Purchaser.

30.0 Correction of Errors

Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. The amount stated in the Bid will be adjusted by the Purchaser in accordance with this procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price will prevail. If the Bidder does not accept the corrections of the errors, his Bid will be rejected, and the Bid Security will be forfeited in accordance with clause 17.7

31.0 Conversion to Single Currency for Comparison of Bids

31.1 Not applicable for this package and not used

31.2 Not applicable for this package and not used

32.0 Evaluation of Bids

32.1 The Purchaser reserves the right to accept or reject any variation or deviation. Alternate Offers of only such Bidders whose Primary Bids meet the criteria stated in Clause 29.1 and not found to be deficient and are also substantially responsive. The Primary bids only will be evaluated and the alternate offers may be considered at the discretion of the Purchaser.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 19 OF 35



INSTRUCTIONS TO BIDDERS

**FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE**



32.2 The Purchaser will evaluate and compare only the Bids meeting the criteria stated in clause 29.1 and those not found deficient on detailed scrutiny as detailed in Annexure 2.

33.0 Award

A Bidder whose bid is found to be substantially responsive and whose evaluated cost is least will be identified and will be selected for Award of Contract.

34.0 Purchaser's Right to Accept any Bid and Limitation of Liability

34.1 At any time prior to award of Contract, the Purchaser reserves the right to accept or reject any Bid, or to annul the Bidding process and reject all Bids at his sole discretion without assigning any reason thereof, and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

34.2 The Purchaser reserves the right to take the following actions, and shall not be liable for any such actions:

Amend the scope (minor in nature) during finalization of detail engineering / execution of Contract, if required. Such scope change will not entail any extra cost to be paid to the successful Bidder;

34.3 Purchaser shall not in any circumstance, way or manner whatsoever be liable to the successful Bidder for any consequential loss or damage including loss of profits.

34.4 Purchaser shall be the sole judge in the selection of the qualified Bidders as well as the successful Bidder.

34.5 During the bid evaluation process if some of the bids are substantially lower than most of the bids, the Purchaser will have to be satisfied that in spite of making such substantially low bid, the bidder will be able to perform the Contract satisfactorily

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 20 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



34.6 The Purchaser need not specify the reason for such disqualification. The Purchaser while determining its satisfaction will take into account the Bidder's financial, technical and production capabilities, in particular its contracts, work in hand, future commitments and current, threatened litigation. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder along with its bid, as well as such other information as the Purchaser deems necessary and appropriate

34.7 The capabilities of the vendors and sub-contractors proposed to be used by the lowest evaluated Bidder will also be evaluated for acceptability. Their participation should be, confirmed with a letter of intent between the parties, as needed

35.0 Letter of Intent / Letter of Award & Letter of Acceptance

35.1 After selection of the successful Bidder, a Letter of Intent ("LOI") / Letter of Award shall be released by the Purchaser in favor of such a Bidder. This Bidder shall have to give a Letter of Acceptance ("LOA") within a period of one week from the date of issue of LOI / Letter of Award. If the Purchaser does not receive LOA within this period, the Bid Security of such a Bidder shall be appropriated by the Purchaser as mutually agreed genuine pre-estimated compensation/ loss damage suffered by the Purchaser on account thereof, and the next eligible Bidder may be considered.

35.2 After receipt of the LOA by the Purchaser, the Bidder shall enter into the Contract with the Purchaser.

35.3 The Successful Bidder shall be required to execute the Contract Agreement as per the format provided by the Purchaser, within sixty (60) days of the date of LOI / Letter of Award, failing which Bid Security shall be forfeited. The Contract to be executed in this regard shall at the option of the Purchaser be based on either:

- a) The Bid (including deviations accepted by the Bidder and the Price implication Bid) or
- b) The final agreed form of negotiated contract.

35.4 Upon fulfillment of clause 35.3, the Purchaser will promptly notify the other Bidders that their Bids have been unsuccessful and their Bid Security will be returned as early as possible, in accordance with clause 17.0.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 21 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



36.0 Contract Performance Security

- 36.1 Within fourteen (14) days of date of the Letter of Intent / Letter of Award, the successful Bidder shall also furnish to the Purchaser a Contract Performance Security, as per the format provided by the Purchaser.
- 36.2 The Contract Performance Security is to be provided by the successful Bidder in the form of a Contract Performance Bank Guarantee, issued by an Indian Nationalized bank (or its foreign branch) or issued by a foreign bank and counter guaranteed by an Indian Nationalized bank (or its foreign branch).
- 36.3 Failure of the successful Bidder to comply with the requirements of clauses 35.0, 36.0 and if applicable clause 37.0 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the Bid Security and any such other remedy the Purchaser may take under the Contract, and the Purchaser may resort to awarding the Contract to the next competitive Bidder.

37.0 Corrupt/ Fraudulent Practices

- 37.1 Purchaser requires that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the entire process of Bidding from the purchase of Tender Documents up to the award of Contract for the package and thereafter in execution. In pursuance of this policy,
- a) Purchaser defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an official in the procurement process or in Contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non competitive levels and to deprive the Purchaser of the benefits of free and open competition.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 22 OF 35



INSTRUCTIONS TO BIDDERS
FUEL OIL RECIEPT, STORAGE AND HANDLING SYSTEM
PACKAGE



- b) Purchaser will reject a proposal for award if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.

37.2 If at any later date, it is found that Documents, information, averments and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract, is incorrect or false to the extent that had the correct or true information been made available to the Purchaser at the time of Tender evaluation, the Bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the Contract awarded based on such incorrect or false information, at the option of the Purchaser, shall be cancelled and the Bid security and Contract Performance Bank Guarantee deposited shall be appropriated by the Purchaser as the mutually agreed reimbursement of Purchaser's cost and loss and damage to Purchaser or treated as a default of Contractor, attracting the application of terms and condition stated in clause 15, Section A4 of General Conditions of Contract .

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 23 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



38.0 SUMMARY OF TENDER ISSUE AND SUBMISSION

Bidding Document No. :	BIDCO/2012/260
Bidding Document Sale Date & Time :	From 16.07.2012 to 25.07.2012 From 1100 Hrs to 1600 Hrs.
Bid submission - Receipt Date & Time :	Upto 16.08.2012 by 1100 hrs (IST)
Bid Opening Date & Time :	On 16.08.2012 at 1300 hrs (IST)
Cost of Bidding Document :	Rs. 30,000 (Indian Rupees Thirty Thousand) per set which can be paid by way of Crossed Account Payee Demand Draft drawn in favour of BAJAJ INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED , payable at Delhi/NOIDA
Address for Purchase of tender documents	Bajaj Infrastructure Development Company Limited Bajaj Bhavan B-10, Sector -3, Jamnalal Bajaj Marg NOIDA -201301 NCR, Delhi India Kind Attn. Mr OP Shukla, Sr. DGM (CC&M) Phone: +91-120-4045100/555/409 E-mail: opshukla@bajajinfra.com
Bid Security	Indian Rupees 50 Lakh (Rs, Fifty Lakh only).

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 24 OF 35



INSTRUCTIONS TO BIDDERS
FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



ANNEXURE 1 OF ITB

As explained in clause 21.0 of ITB, the Bidder shall submit three envelopes A, B & C as a part of his Bid with inner envelopes Aa in envelope A, inner envelope Ba, Bb & Bc in envelope B and inner envelope Ca in envelope C.

The contents of each of the envelopes are as follows :

Envelope – A Comprising of Bid Security Aa

This envelope should contain Bank Guarantee for Bid security as per the format BS or a Demand Draft for an equivalent amount.

Envelope – B comprising of

(a) Inner Envelope- Qualification Bid- Ba

This envelope should contain 'Application for Bidding' in the format contained in 'Information Form A in Section A5 , Volume I, and 'Statement of Bidders' for general information of the Bidder in the format contained in 'Information Form B', in Section A5, Volume I.

In order to support the above-mentioned general information of the Bidder, duly notarized copies of original documents defining the constitution or legal status, management structure and organization, place of registration, principal place of business and local office (if any) of the Bidder, should be attached.

The following Information Forms and Enclosures as in Section A 5, Volume I. shall be inserted in this envelope as required under the respective Clauses of Instructions to Bidders :

Information form 1A	Experience record of Bidder
Information form 1B	Details of Projects executed and implemented

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 25 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



Enclosure :

Relevant supporting documents in respect of projects like copies of authentic work orders, and completion certificates to demonstrate satisfactory commercial operation of plants. The details of contacts representing Purchasers of these projects and their names, addresses, phone, fax number, e-mail ids, etc. who could be contacted for corroboration of details furnished and clarifications should also be mentioned. No claim without supporting documents shall be accepted in this regard.

Information Form 2	Not used
Information form 3A	Qualifying experience of Bidders for having supplied and executed 765 KV Switchyard package .
Information form 3B	List of Source of Each Major Equipment for the Project

Enclosure

Relevant end user's certificate as references for performance signed by the officer not below the rank of Chief Engineer/ Plant Manager/ station Superintendent of respective Power Station. These documents shall elaborate problems faced during commissioning and commercial operation and enumerate failure of components/ equipment/ systems. The details of contacts representing Purchasers of these projects and their names, addresses, phone, fax numbers, email ids, etc. who could be contacted for corroboration details furnished and clarifications should also be mentioned. No claim without supporting document shall be accepted in this regard.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
 SHEET 26 OF 35



INSTRUCTIONS TO BIDDERS
FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



Information form 4A(i)	Financial Data-Balance Sheet
Information form 4A(ii)	Not used
Information form 4A(iii)	Not used
Information form 4B	Financial Data-Status of Contracts in Progress
Information form 4C(i)	Not used
Information form 4C(ii)	Not used
Information form 4C(iii)	Not used
Information form 4D	Not used
Information form 4E	Not used

Enclosure:

Annual reports of the Bidder including audited Profit and Loss Statements, Balance Sheets, for the immediately five preceding fiscal years shall be submitted.

Information form 5A	Personnel Capabilities
Information form 5B	Candidate Summary
Information Form 6	Arbitration History

Enclosure:

Particulars regarding attachments, executions, show cause notices, arbitration or restraint in respect of any assets or receivables of Bidder. Details of all statutory liabilities having a significant bearing on the Bidder.

Information Form 7	List of major elements of Contract to be sub contracted
--------------------	---

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 27 OF 35



INSTRUCTIONS TO BIDDERS

**FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE**



The following information forms shall also be attached to facilitate general scrutiny by the Purchaser:

Information form 8	List of Supporting/Attached Documents
Information form 9	List of Information Forms forming part of envelope Ba

(b) Inner Envelope - Technical bid Bb

This envelope should contain the following, which form part of the Technical Bid:

- 1) Duly filled in technical Schedules of Section F's from Volume II blanking out the prices.
- 2) Datasheets, write-ups, letters and lists as listed in Section C12 of Volume II.
- 3) Datasheets (as applicable) in Volume II and Volume-III.
- 4) Any other information, which is required under Tender Documents.
- 5) The Technical Bid, with the detailed documents, must also clearly indicate the name of the manufacturer, the type or model of each principal item of equipment proposed to be furnished and erected. Bid must also indicate where each principal item of equipment has been supplied and is in satisfactory commercial operation. The Bid should also contain drawings and descriptive materials indicating general dimensions, material from which the parts are manufactured (to the extent that it does not violate the proprietary rights of the manufacturer), principles of operation and the extent of pre-assembly involved. The various drawings, data, documents, catalogues, brochures as well as the technical Schedule and other Schedules that need to be included in the Bid as per Tender Documents shall be submitted with the Bid*.

**Conditions for item 5 above:*

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 28 OF 35



INSTRUCTIONS TO BIDDERS

**FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE**



- a) *Any Bid not containing descriptive material to describe accurately the equipment proposed may be treated as incomplete*
- b) *The Purchaser will retain such descriptive materials and drawings submitted by the Bidder. Any major departure from these drawings and descriptive material submitted will not be permitted.*
- c) *Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.*
- d) *Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.*

(c) Inner Envelope - Un-priced Commercial Bid- Bc

The Un-priced Commercial Bid shall be enclosed in this envelope. The following enclosures should, form a part of this envelope:

1. Commercial deviations and compliance in format as per Schedule F4 of Volume II.
2. Information on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to Contract execution if the Bidder is awarded the Contract to be provided detailing the amount, purpose and name of recipient / intended name of recipient.

Envelope - C -Price Bid Ca

The Price Bid, comprising Schedules F of Volume II and any other information sought for in the Tender Documents concerning Price Bid (particularly clause 14.2 of the instructions to Bidders) shall be included in this envelope.

Envelope Cb- Price Implication Bid (Not a part of the Main Bid)

Bidders shall be required to submit Price Implication Bid in envelope Cb, as advised by the Purchaser during Bid Evaluation Stage strictly in accordance with clause 2.2.1.4 and 2.2.2.4 of Annexure 2.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 29 OF 35



INSTRUCTIONS TO BIDDERS
FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE



ANNEXURE 2 OF ITB: BID EVALUATION

The Bid shall be evaluated in three stages:

1.0 Stage-I Evaluation of Bid Security and Qualification of Bidders

1.1 On the date of Bid opening, the envelopes containing Bid Security, qualification Bid of Bidders, Technical and Un-priced Commercial Bid shall be opened in the sequence indicated in clause 25 above.

1.2 The Purchaser will examine the qualification Bid of each Bidder for determining the responsiveness as per provisions of clause 29.1 of ITB. If the Bid is considered responsive, the Purchaser will proceed for detailed scrutiny of the responsive Bid

1.3 During detailed scrutiny, the Purchaser will first examine and evaluate the qualification Bid comprising of all applicable Information Forms, Annexure, Enclosures, Undertakings, and Certificates etc detailed in Annexure 1 of ITB, in terms of criteria detailed in clause 4 of ITB and for their fulfillment of all the terms and conditions of ITB.

1.4 The Bidders who satisfy the eligibility conditions and whose Bids are compliant with the Tender Documents based on the aforesaid detailed scrutiny shall be considered as Qualified Bidders. The Purchaser will intimate the Qualified Bidders about their successful qualification for further Bid Evaluation and thereafter proceed to the Stage II of the evaluation process.

2.0 Stage-II Evaluation of Technical and Un-priced Commercial Bid

2.1 General Scrutiny

The Purchaser will examine the Technical and Un-priced Commercial Bids of each Qualified Bidder for determining the responsiveness as per provisions of clause 29.1 of ITB. If these Bids are considered responsive, the Purchaser will proceed for a detailed scrutiny of such responsive Bids.

2.2 Detailed Scrutiny

The detailed scrutiny in Stage II shall comprise of Technical Scrutiny and Commercial Scrutiny.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 30 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



2.2.1 Technical Scrutiny

2.2.1.1 The Purchaser will carry out a detailed technical scrutiny of each responsive Bid in order to determine whether the technical aspects contained in the Bid are in accordance with the requirements set forth in the Tender Documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the Bid on the basis of the information supplied by the Bidders, taking into account the following factors;

- a) Overall completeness and compliance with the relevant technical aspects and requirements of the Tender Documents; variations including deviations from the Technical Specifications as identified in Section – F3 of Volume II; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid.
- b) Other relevant factors, if any, listed in the Data Sheets of Technical Specifications Volume II and Volume -III and other Sections of Bid or those Purchasers deems necessary or prudent to take into consideration.

2.2.1.2 The Technical Scrutiny would also involve the Purchaser obtaining clarifications from the Qualified Bidders and the discussions with them in order to analyse the variations in specified scope and / or technical variation from Tender Documents.

2.2.1.3 Bids which are found deficient on detailed scrutiny will be rejected.

Such deficiencies include :

- a) The Fill-in Schedules 'F's"of Volume II required to be furnished by the Qualified Bidder along with Bid, are incomplete and not in the prescribed form.
- b) The Bid does not include all information as required under Datasheets indicated in Volume II and Volume -III.
- c) The Bid is conditional.
- d) Other documents contained or referred to in Bid are found to be incomplete or incorrect.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 31 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



- e) The Purchaser is subject to any restraint in respect of use and / operation of any of its package.
- f) The Bidder does not furnish all clarifications regarding the Bid requested by Purchaser either in writing or through formal meeting as may be necessary.
- g) The Bid does not meet minimum acceptable standards of completeness, consistency and detail as per clause 2.2.1.1 of this Annexure.

2.2.1.4 In respect of the Bids not found deficient, each relevant Bidder shall be required to submit Price Implication Bids in respect of resolved technical issues in envelope Cb, which together with the Bid is in compliance with the Tender Documents except for the listed unresolved variations/ deviations prepared by the Purchaser.

2.2.2 Commercial Scrutiny

2.2.2.1 The Purchaser will carry out a detailed commercial scrutiny of each responsive Bid in order to determine whether the commercial aspects contained in the Bid are in accordance with the requirements set forth in the Tender Documents. In order to reach such a determination, the Purchaser will examine and compare the commercial aspects of the Bid on the basis of the information supplied by the Bidder, taking into account the following factors;

- a) Overall completeness and compliance with the relevant commercial aspects and requirements of the Tender Documents;
- b) Variations including deviations from the Commercial Specifications (other than Instructions to Bidders), as identified in Schedule F4 of Volume II.

2.2.2.2 The Commercial Scrutiny would also involve, the Purchaser obtaining clarifications, from the Qualified Bidders and the discussions with them in order to analyze the variations in specified Scope and / or commercial variation from Tender Documents.

2.2.2.3 Bids which are found deficient on detailed scrutiny will be rejected. Such deficiencies include :

- a) The Bid is conditional.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 32 OF 35



INSTRUCTIONS TO BIDDERS
FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE



- b) Other documents contained or referred to in Bid are found to be incomplete or incorrect.
- c) The Purchaser is subject to any restraint in respect of use and / or operation of Works and Supplies.
- d) The Bidder does not furnish all clarifications regarding the Bid requested by Purchaser, either in writing or through formal meetings as may be necessary.
- e) The Bid does not meet minimum acceptable standards of completeness, consistency and detail as per clause 2.2.1.1 of this Annexure.

2.2.2.4 In respect of the Bids not found deficient, each relevant Bidder shall be required to submit Price Implication Bid in respect of resolved Commercial (together with resolved technical issues as per clause 2.2.1.4 of this Annexure) issues in envelope Cb which together with the Bid is in compliance with the Tender Documents except for the listed unresolved variations/ deviations prepared by the Purchaser.

2.2.2.5 Bidder to provide loading of the manufacturing unit(s) from where bidder has planned to manufacture and supply. PURCHASER has the right to check the same either by visiting the manufacturing unit or from any other sources.

Bidder to provide past performance of delivery clearly mentioning the contractual date and actual date of completion. PURCHASER has the right to ask for additional information.

3.0 Stage-III: Final Evaluation

3.1 On a date indicated by the Purchaser, envelopes Ca and Cb containing the Price Bid and Price Implication Bid respectively of each Bid ("Price Bids") not found deficient based on technical and commercial scrutiny shall be opened.

3.2 Prior to the detailed evaluation, the Price Bids will be examined for determination of responsiveness as per applicable conditions stipulated in clause 29.1 of ITB.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 33 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM PACKAGE



3.3 Each responsive Price Bid will be scrutinized for compliance with Tender Documents particularly clause 14.0 of ITB and with regard to price break-up in terms of various supplies, services, tax along with detailed explanation on tax exemption. The Price Bids not found compliant shall be rejected and shall not be considered.

3.4 The responsive and compliant Price Bids shall be evaluated for the determination of the Evaluated Bid Price as detailed in clause 3.5 of this Annexure.

3.5 Evaluated Price in Indian Rupees shall be determined (i.e. Primary Evaluation) by summing up of the following :

- a) Total Lump sum Price as per Schedule F2 of Volume II.
- b) Total lump sum price quoted in Price Implication Bid.
- c) Adjustment for errors as defined in clause 30.0 of ITB.
- d) Cost loading for unresolved variations/ deviations both technical and commercial* as determined by Purchaser.

** Any deviation in payment terms would be considered in evaluation. Any deviation unfavorable to the Purchaser will attract ten percent (10%) penal interest in addition to any other extra cost to be borne by the Purchaser in this regard while any favorable deviation would be credited with eight per cent (8%) interest.*

- e. Loadings for delay in delivery beyond the specified completion schedule as per details in Table-1 below.

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
SHEET 34 OF 35



INSTRUCTIONS TO BIDDERS

FUEL OIL RECIEPT, STORAGE AND HANDLING SYSTEM PACKAGE



Table 1

The following Evaluation / Liquidated Damages (L.D) factors are applicable for the **FUEL OIL RECIEPT, STORAGE AND HANDLING SYSTEM PACKAGE**

Sl. No.	Particulars	Evaluation / LD Factor	Value (Rs in Lakhs)
1.	For the delay beyond the specified completion period indicated in the tender specification	Evaluation factor / LD factor	0.5% of the Contract Price per each week of delay limited to a maximum of 15 % of the total Contract price

CARBERY INFRASTRUCTURE PTE LTD
Lalitpur Super Thermal Power Project - 3 x 660 MW
Lalitpur, Uttar Pradesh.

SECTION: A2
 SHEET 35 OF 35



INSTRUCTIONS TO BIDDERS
FUEL OIL RECEIPT, STORAGE AND HANDLING SYSTEM
PACKAGE



ANNEXURE 3 OF ITB: BIDDING PROCESS – ACTIVITY TIMELINE

Sl.No.	Clause No.	Activity	Date and Time*
1	-	Issue of Tender Documents	From 16/07/2012 to 25/07/2012 on all working days from 11.00 hrs to 16.00 hrs
2	18	Pre-Bid Meeting	Date, Time and Venue will be intimated by Purchaser separately.
3	22	Deadline for submission of Bid	16/08/2012 at 11.00 hrs (IST)
4	25	Opening of Envelopes Aa, Ba,	16/08/2012 at 13.00 hrs (IST)
5	25	Opening of Envelopes Bb and Bc [Refer ** below]	16/08/2012 at 16.00 hrs (IST)
6	2.2.1.4 & 2.2.2.4 of Annexure-2	Deadline for receipt of Price Implication Bid in Envelope Cb	Date will be intimated by Purchaser later.
7	25.1	Opening of Envelopes Ca and Cb	At a Later Date [Will be intimated by Purchaser]
8	16	Expiry of Bid Validity	180 days from date of opening of Envelopes Aa, Ba, Bb & Bc
9	17	Validity of Bid Security	30 days after the expiry of Bid Validity

*** The Purchaser reserves the right to modify any of the above mentioned time and, date..**

**** - Envelopes Bb and Bc of only qualified bidders will be opened. Envelopes Bb, Bc and Ca and Bid Security of the other bidders will be returned to them.**