

**CORRIGENDUM NO. 7 DATED: 03.01.2025 TO**  
**BIDDING DOCUMENT**

**TENDER NO.: TUSCO/LSP/PEI/2024-25/07**

**Subject: “220kV AIS Substation Package for construction of two Pooling substations (PSS1 & PSS2) of 33/220kV capacity and 220 kV transmission lines up to 220kV side (incomer) of 220/400/765 kV Grid Sub-station (GSS) to evacuate power from each 300MW capacity block”.**

This is to inform all the concerned that “Bid Form (Attachment-1 Section VI Sample Forms and Procedure) & No Deviation Certificate (Attachment-6 of Clause 9.3 of ITB)” are attached below. All Bidders are requested to mandatorily submit these forms duly filled & signed by authorized signatory of the bidder as part of their bid submission.

All other terms & conditions of the tender shall remain unchanged.

The complete Tender Document is available on Central Public Procurement (CPP) Portal Website: <https://eprocure.gov.in/eprocure/app>.

Subsequent Clarification /Amendment/ Corrigendum, if any, shall be uploaded on the above website only.

**AGM (C&MM)**  
**TUSCO Limited, 4<sup>th</sup> Floor UPNEDA Bhawan Vibhuti**  
**Khand Gomti Nagar, Lucknow,**  
**Uttar Pradesh (India),**  
**E-mail: [tuscosolar@thdc.co.in](mailto:tuscosolar@thdc.co.in)**

## BID FORM

(Attachment-1 Section VI SAMPLE FORMS AND PROCEDURE)

Date:

To  
AGM (Solar),  
TUSCO Ltd.,  
4<sup>th</sup> FLOOR, UPNEDA BHAWAN,  
VIBHUTI KHAND, GOMTI NAGAR,  
LUCKNOW – 226010 (Uttar Pradesh)

**Sub: 220kV AIS Substation Package for construction of two Pooling substations (PSS1 & PSS2) of 33/220 kV capacity and 220 kV transmission lines up to 220kV side (incomer) of 220/400/765 kV Grid Sub-station (GSS) to evacuate power from each 300MW capacity block. BIDDING DOCUMENT NO.: TUSCO/LSPP/IPEI/2024-25/07**

Dear Sir,

1.0 Having examined the Bidding Documents, including Amendments/Corrigendums/Clarifications issued time to time the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, deliver, install and commission (including carrying out Trial operation, Performance & Guarantee Test as per the provision of Technical Specification) the Facilities under the above-named package in full conformity with the said Bidding Documents. In accordance with ITB Clause 9.1 of the Bidding Documents, as per which the bid shall be submitted by the bidder under "Single Stage Two Envelope" procedure of bidding. Accordingly, we hereby submit our Bid, in two envelopes i.e. First Envelope Techno Commercial Part & Second Envelope Price Part (to be opened subsequently) followed by e-RA.

1.1 We meet the eligibility requirements and have no conflict of interest in accordance with ITB Clause-2

2.0 Attachments to the bid form (First Envelope)

Inline with requirement of bidding documents, we enclose herewith all attachments mentioned in bid document.

### 3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

3.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid. Any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata (if any) found anywhere in our Techno-Commercial Bid and/ or Price Bid, implicit or explicit shall stand unconditionally withdrawn, without

any cost implication whatsoever to the TUSCO Limited, failing which our bid shall be rejected.

3.2 We further declare that additional conditions, variations, deviations to the provisions of bidding documents and its subsequent Amendment(s)/ Clarification(s)/ Addenda/ Errata, if any, found in our proposal, shall not be given effect to.

**4.0 SCHEDULE OF QUANTITIES:**

4.1 In line with the requirements of the Bidding Documents, we are attaching, the Schedule of Quantities, at the 'Finance' cover of the e-tender portal, duly filled-in in your format.

4.2 We are aware that the Schedule of Quantities does not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other Sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and amount/ prices. We agree that the entered rates and amount/ prices shall be deemed to include the full scope as aforesaid, including GST, overheads and profit.

4.3 We declare that prices left blank in the Schedule of Quantities will be deemed to have been included in the prices of other items. The total for each Schedule and the total of grand summary shall be deemed to be the total price for executing the subject package in complete accordance with the Contract, whether or not each individual item has been priced.

5.0 We confirm that except as otherwise specifically provided our Bid Prices in Second Envelope include all taxes, duties, levies and charges as may be assessed on us, our Sub-Contractor/Sub- Vendor or their employees by all municipal, state or national government authorities in connection with the Facilities, in and outside of India.

5.1 100% of applicable. Taxes and Duties ie. GST which are payable by the TUSCO Limited under the Contract, shall be reimbursed by the TUSCO Limited on production of satisfactory documentary evidence by the Contractor in accordance with the provisions of the Bidding Documents.

5.2 We further understand that notwithstanding 5.0 above, in case of award on us, TUSCO Limited shall also bear and pay/reimburse to us, GST in respect of supplies by us to TUSCO Limited, imposed on the Plant & Equipment including Mandatory Spare Parts to be incorporated into the Facilities including Type Test charges for Type test to be conducted, Installation Services and Charges for Training to be imparted specified in Schedule No. 1,2,3 & in BOQ Summary of the Price Schedule in Second Envelope, by the Indian Laws.

5.3 We confirm that we have also registered/we shall also get registered in the GST Network with a GSTIN, in all the states where the project is located and the states from which we shall make our supply of goods.

6.0 We hereby agree that we shall furnish all necessary justification to establish the reasonableness of the rates/ prices, if required by you.

- 7.0 We undertake, if our bid is accepted, to commence work immediately upon your Letter of Award to us and to achieve Completion of Work within the time specified in the Bidding Documents.
- 8.0 If our bid is accepted, we undertake to provide, Contract Performance Securities and securities (as applicable) in the form and amounts and within the times specified in the Bidding Documents.
- 9.0 We agree to abide by this bid for a period of **120 days** from the last date of submission of Techno-Commercial Bids as stipulated in the Bidding Documents, unless extended by us on your request, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 10.0 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 Award shall constitute a binding contract between us.
- 11.0 We understand that you are not bound to accept the lowest or any other bid you may receive. Further we understand that TUSCO Limited reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such situation.
- 12.0 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, and 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 collusion or fraud.
- 13.0 We have read the ITB clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we/our Collaborator/JV Partner/Consortium member are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

**\*We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member, as applicable, is enclosed as Annexure...\*\*...**

**\*Bidder to strike-off, if not applicable.**

**\*\*Bidder to mention the Annexure no.**

- 14.0 (i) We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned in Technical Specifications, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.

##We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department for Promotion of Industry and Internal trade (DPIIT)."

**##In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.**

**Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.**

- ii) We are a Micro and Small Enterprise (MSE) registered with \_\_\_\_\_ a designated Authority of Gol under the Public Procurement Policy for MSEs order 2012, Notification dated 01/06/2020 and 26/06/2020 including subsequent amendments, read in conjunction with related notifications issued from time to time for such enterprises. (applicable for MSE only)

Dated this    day of    20    .

Thanking you, we remain,

Yours faithfully,

Signature

Name of Authorised Person

Date :

.....

Place :

Designation.....

....

Business Address:

Phone No./ Mobile No.:

Email :

**NO DEVIATION CERTIFICATE**

(Attachment-6 of Clause 9.3 of ITB)

**Sub: 220kV AIS Substation Package for construction of two Pooling substations (PSS1 & PSS2) of 33/220 kV capacity and 220 kV transmission lines up to 220kV side (incomer) of 220/400/765 kV Grid Sub-station (GSS) to evacuate power from each 300MW capacity block. BIDDING DOCUMENT NO.: TUSCO/LSP/PEI/2024-25/07**

- a) We confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s)/ Clarification(s) /Addend/Errata (if any) issued by the TUSCO Limited prior to submission of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.
  
- b) Any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments(s)/Clarification(s) /Addend/Errata (if any) found anywhere in our Techno-Commercial Bid and/ or Price Bid, implicit or explicit shall stand unconditionally with drawn, without any cost implication whatsoever to TUSCO Limited, failing which the bid shall be rejected and bid security shall be forfeited.

Date:

Signature & Seal

Place:

Name of the Authorized person

Designation