

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

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INSTRUCTION TO BIDDERS (ITB)

Preamble

This section (Section-II) of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission and uploading the bid on portal <https://etender.powergrid.in>, on line bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless Section III, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of Section - II & Section - III, the provisions of Section - III shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section - IV: General Conditions of Contract and/or Section - V: Special Conditions of Contract.

Bidders may note that the Employer has uploaded its 'Works & Procurement Policy and Procedure' (Vol.-I & II) alongwith its Modification/Amendment¹ thereof to POWERGRID's website. Those Bidders who wish to peruse the same may visit www.powergridindia.com. However, it shall be noted that no other party, including the Bidder/Contractor, shall derive any right from this 'Works & Procurement Policy and Procedure' documents or have any claim on the Employer on the basis of the same. The respective rights of the Employer and Bidders/Contractors shall be governed by the Bidding Documents/Contracts signed between the Employer and the Contractor for the respective package(s). The provisions of Bidding Documents shall always prevail over that of 'Works & Procurement Policy and Procedure' documents in case of contradiction.

Further In all matters arising out of the provisions of the Section-II and the Section-III of the Bidding Documents, the laws of the Union of India shall be the governing laws and **courts of Jammu** shall have exclusive jurisdiction.

Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "e-Tender" will have the same meaning as of "Bid".
- (b) "Line Item" means an item of Bill of Material/ Bill of Quantities along with its all details.
- (c) "Head" means a category [*such as Security Services and Taxes & Duties*] under which the complete scope of the work covered under the package and the corresponding prices of the bidders are clubbed.
- (d) "Item Level" means any transaction which is applicable on a specific Line Item only.
- (e) "Header Level" means any transaction which is applicable on a particular Head only [i.e., the same will be applicable on all the Line Items of the Head]

A. Introduction

1. Source of Funds

- 1.1 The Owner named in the **BDS** intends to use domestic funding (Owner's Internal Resources/Domestic Borrowings/Bonds) for this Package.

All eligible payments under the contract for the package for which this Invitation for Bids is issued shall be made by the Employer named in the **BDS**.

2. Eligible Bidders

- 2.1 This Invitation for Bids, issued by the Employer is open only to the Agencies Sponsored by DGR for the subject package.
- 2.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.

2.3 The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

2.4 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

3. Eligible Plant, Equipment, and Services: STANDS DELETED

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.2 The bidder has to ensure his registration with POWERGRID on portal <https://etender.powergrid.in>. The said registration shall be Free of Cost.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto:

VOLUME – I: Conditions of Contract

- Section I Invitation for Bids (IFB)
- Section II Instructions to Bidders (ITB)
- Section III Bid Data Sheet (BDS)
- Section IV General Conditions of Contract (GCC)
- Section V Special Conditions of Contract (SCC)
- Section VI Sample Forms and Procedures (FP)
 - 1. Bid Form
 - 2. ~~Bid Security Form: NOT APPLICABLE.~~
 - 3. ~~Form of Notification by the Employer to the Bank: NOT APPLICABLE.~~
 - 4. Form of 'Notification of Award of Contract' for Security Services.
 - 5. Form of Contract Agreement
 - 5.1 Appendix-1: Terms and Procedures of Payment
 - 5.2 Appendix-2: **Revision of Wages**
 - 5.3 Appendix-3: Insurance Requirements
 - 5.4 Appendix-4: Duration of Contract
 - 5.5 ~~Appendix-5: NOT APPLICABLE.~~
 - 5.6 ~~Appendix-6: NOT APPLICABLE.~~

- 5.7 ~~Appendix-7:~~ **NOT APPLICABLE.**
- 5.8 ~~Appendix-8(a): Liquidated Damages for Absentees & Failure of Performance~~
- ~~Appendix-8(b):~~ **NOT APPLICABLE.**
- 5.9 Appendix-9: Contract Co-ordination Procedure
- 5.10 Appendix-10: Break-up of Contract Price for On-Account Payment Purpose
- 5.11 Integrity Pact
- 5.12 ~~Safety Pact:~~ **NOT APPLICABLE.**
- 6. Performance Security Form
- 7. ~~Bank Guarantee Form for Advance Payment:~~ **NOT APPLICABLE.**
- 8. ~~Form of Taking Over Certificate:~~ **NOT APPLICABLE.**
- 9. ~~Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in one lot by Employer for performance of its contract.:~~ **NOT APPLICABLE.**
- 10. ~~Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in installments by Employer for performance of its contract.:~~ **NOT APPLICABLE.**
- 11. ~~Form of Authorization Letter:~~ **NOT APPLICABLE**
- 12. ~~Form of Trust Receipt for Plant, Equipment and Materials received:~~ **NOT APPLICABLE.**
- 13. ~~Form of Extension of Bank Guarantee:~~ **NOT APPLICABLE.**
- 14. ~~Form of Power of Attorney for Joint Venture:~~ **NOT APPLICABLE.**
- 15. ~~Form of Joint Venture Agreement:~~ **NOT APPLICABLE.**
- 16. ~~Format for Evidence of Access to or Availability of Credit/Facilities:~~ **NOT APPLICABLE.**
- 17. ~~Form of Operational Acceptance:~~ **NOT APPLICABLE.**
- 18. ~~Form of Safety Plan to be submitted by the Contractor within sixty days of award of contract:~~ **NOT APPLICABLE.**
- 19. ~~Form for Information to be furnished by the Contractor in respect of the Procurement made from MSE Vendors:~~ **NOT APPLICABLE.**

Volume-II: Scope of Work

Volume-III: Bid Form, Attachments, Price Schedules & Data Sheets.

- 5.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 5.3 Scope of Work is given in Volume-II of Bidding Documents titled "Scope of Work".

Utmost care has been taken by the Employer in formulating the programmed Attachments and Price Schedules. Bidders are expected to thoroughly verify

with trial run at their end and notify to the Employer Arithmetical, Logical, Formatting or any such error, if found in the same for suitable action. Irrespective of corrections made in this regard through amendment(s), if any, rectification of error for evaluation shall be carried out in accordance with stipulated provisions of Bidding Documents.

5.4 **The Bidding Documents for the subject package shall be issued to the DGR sponsored agencies free of cost.**

5.5 **STANDS DELETED**

6. Clarification of Bidding Documents; and Pre-Bid Meeting

6.1 A prospective Bidder may seek clarification in writing or by cable (hereinafter, the term cable is deemed to include Electronic Data Interchange (EDI) or telefax) at the Employer's mailing address indicated in the **BDS**. Similarly, if a Bidder feels that any important provision in the documents, such as those listed in **ITB Sub-Clause 22.3.1**, will be unacceptable, such an issue should be raised as above. The Employer will respond through the portal <https://etender.powergrid.in> to any request for clarification or modification of the Bidding Documents that it receives no later than **seven (07) days** (unless otherwise specified in **BDS**) prior to the original deadline for submission of bids prescribed by the Employer. The Employer shall not be obliged to respond to any request for clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Employer's response (including an explanation of the query but not identification of its source) will be uploaded on portal <https://etender.powergrid.in> where the entire bidder can see clarification/reply to query.

6.2 The Bidder is advised to visit and examine the site where the security services are to be provided and its surroundings and obtain for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for the security services. The costs of visiting the site shall be at the Bidder's own expense.

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

6.4 The Bidder's designated representative(s) is/are invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated in the **BDS**. The purpose of the meeting will be to clarify any issues regarding the e-procurement method, the Bidding Documents in general and the Scope of Work in particular. The Bidder is requested, as far as possible, to submit

any question in writing, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the meeting, including the text of the questions raised (without identifying name of the bidders) and the responses given, together with any responses prepared after the meeting, **will be transmitted without delay through the e-tendering portal only**. Any modification of the Bidding Documents listed in ITB Sub-Clause 5.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB Clause 7 and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

7.2 The amendment will be notified only through the portal <https://etender.powergrid.in>. The communication/alert regarding the notification of amendment shall also be sent by the portal directly to all the prospective bidders who have logged in with their user-id and password (user credentials) and shown their interest in the subject package(s) by registering themselves for the subject package/RFx as per the provisions of the portal. The amendments to the Bidding Documents will be binding on the bidders and the notification of the amendment through portal, sent to the prospective bidders, shall be deemed to be construed that such amendment(s) to the Bidding Documents have been taken into account by the Bidder in its bid.

7.3 In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids, in which case, the Employer will notify through portal <https://etender.powergrid.in> where all prospective bidders may see the extended deadline.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Employer related to the bid shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. Documents Comprising the Bid

I. Hard Copy Part

Hard copy part of the bid shall comprise of following documents to be submitted in sealed envelope, as part of First Envelope:

- (i) **STANDS DELETED;**
- (ii) **STANDS DELETED;**
- (iii) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope;
- (iv) Power of Attorney as per Clause 9.3 (b);
- (v) **STANDS DELETED;**
- (vi) **STANDS DELETED;**
- (vii) **STANDS DELETED;**
- (viii) KMP Declaration (in Original) as per Clause 9.3 (u); and
- (ix) **Any other document further specified in the BDS duly signed and stamped on each page.**

Bidder shall note that no document is required to be submitted as part of Second envelope in Hard Copy.

II. Soft Copy

Soft copy of the bid shall comprise of following documents to be uploaded on the portal as per provisions therein.

(a) As part of First Envelope

- (i) The Electronic Form/Template of the bid for First Envelope (Techno-Commercial), as available on the portal, shall be duly filled.
- (ii) Programmed file - Attachments (Bid Form including its attachments) in MS Excel format & its revision covering various attachments, Integrity Pact and bid form for first envelope.
- (iii) Scanned copies of all the documents mentioned at 15.4 of ITB.

(b) As part of Second Envelope

- (i) Price Schedules & Bid Forms in MS excel format & its revision covering various price schedules and bid forms for Second Envelope.
- (ii) Second Envelope (Price) Bid filled against the respective Heads online on the portal <https://etender.powergrid.in> alongwith Bid Price Summary.

The bidder must Note that the Bid Price filled against the respective Head online on the portal must be same as that of the final values in its respective price schedules in excel sheet. In case of any discrepancy between the prices filled online on the portal against the respective Head and the prices filled in the respective 'Price Schedules' in excel sheet the prices filled in the respective 'Price Schedules' shall prevail and shall be taken into consideration for evaluation of bids pursuant to ITB Clause 27.

- 9.1 The bid shall be submitted by the Bidder under “**Single Stage - Two Envelope**” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

First Envelope:

- (a) Bid Form (First Envelope) duly completed and signed by the Bidder, together with all Attachments & Data Sheets (available in Volume-III) as uploaded on the portal <https://etender.powergrid.in> and identified in ITB Sub-Clause 9.3 below.
- (b) Hard copy of the following documents submitted at the address mentioned at 1.1 above:
- i) **STANDS DELETED;**
 - ii) **STANDS DELETED;**
 - iii) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope;
 - iv) Power of Attorney as per Clause 9.3 (b);
 - v) **STANDS DELETED;**
 - vi) **STANDS DELETED;**
 - vii) KMP Declaration (in Original) as per Clause 9.3 (u);
 - viii) **Any other document further specified in the BDS duly signed and stamped on each page.**

Second Envelope:

- (a) Bid Form (Second Envelope) together with Price Schedules (available in Volume-III), duly completed as uploaded on the portal <https://etender.powergrid.in>.
- (b) Second Envelope (Price) Bid filled against the respective Heads online on the portal <https://etender.powergrid.in> alongwith Bid Price Summary.

- 9.2 **STANDS DELETED;**

- 9.3 Bidder shall submit soft copy of following documents by uploading on the portal <https://etender.powergrid.in> and Hard copy of documents wherever stipulated in the manner specified in ITB Clause 9.1 above along with its Techno - Commercial Part (First Envelope):

(a) Attachment 1: STANDS DELETED

(b) Attachment 2: Power of Attorney (*submission of Hard copy in 'Original' and uploading of Scanned Copy*)

A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity, in accordance with ITB Clause 14.

**Scanned copy of above documents shall be uploaded
(refer para 15.4 below)**

(c) Attachment 3: Bidder's Eligibility–(*Uploading of Scanned Copies of documentary evidence in support of Bidder's Eligibility*)

The documentary evidence of the Bidder's eligibility to bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined in ITB Clause 2 and shall include the documentary evidence defining the following:

- (i) DGR Empanelment Certificate of the Agency;
- (ii) ESM Identity card;
- (iii) PSARA license of the Agency.

The bidder shall furnish along with its bid a declaration as per the enclosed format from its Power of Attorney holder and Key Managerial Person (KMP) of the company i.e. CEO/Managing Director/Company Secretary/ Director/ CFO/ any of the partner in case of partnership firm/ any other officer entrusted with substantial powers of the management of the affairs of the company/firm, declaring the eligibility/qualification data to be true and correct.

Scanned copy of above documents shall be uploaded (refer para 15.4 below).

However, if the bidder resorts to unethical practices inter-alia including misinterpretation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer's tenders for a period of 1 to 3 years, as considered appropriate and its Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate in line with the prevailing DGR guidelines.

(d) Attachment 4: STANDS DELETED

(e) Attachment 5: STANDS DELETED

(f) Attachment 5(A): STANDS DELETED

(g) Attachment 6: Deviations

In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Scope of Work shall be listed in Attachment 6 to the bid. The Bidder is required to provide the cost of withdrawal for such

deviations. However, the attention of the bidders is drawn to the provisions of ITB Sub-Clause 22.3 regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents.

Bidder's attention is also drawn to the provisions of ITB Sub-Clause 22.3.1.

- (h) Attachment 7: **STANDS DELETED.**
- (i) Attachment 8: **STANDS DELETED**
- (j) Attachment 9: **STANDS DELETED**
- (k) Attachment 10: **STANDS DELETED**
- (l) Attachment 11: **Information regarding ex-employees of Employer in Bidder's firm.**
- (m) Attachment 12: **Revision of Wages**
- (n) Attachment 13: **Declaration regarding Social Accountability**
- (o) Attachment 14: **Integrity Pact** (*submission of Hard Copy in 'Original'*)

The Bidder shall complete the accompanying Integrity Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be returned by the Bidder in two (2) originals alongwith the Techno - Commercial Part in a separate envelope, duly superscripted with 'Integrity Pact'. The Bidder shall submit the Integrity Pact on a non judicial stamp paper of Rs. 100/-.

The required Integrity Pact is automatically generated as Attachment 14-Integrity Pact in the file Attachment (in Excel format). Bidders shall take print out in two copies discussed above and as explained in the Attachment 14-Integrity Pact.

If the Bidder is a partnership firm or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

Bidder's failure to submit the Integrity Pact duly signed in Original alongwith the Bid or subsequently pursuant to ITB Sub-Clause 21 .1 shall lead to outright rejection of the Bid.

- (p) Attachment 15: **Information for E-payment, PF details etc.**

Scanned copy of Sample Cheque (Cancelled) shall also be uploaded (refer para 15.4 below).

(q) Attachment 16: Additional Information (*uploading of Scanned Copy, as applicable*)

(i) **STANDS DELETED.**

(ii) Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.

(iii) Details of Provident Fund Code Number of the Bidder.

(iv) Any other information which the Bidder intends to furnish.

Scanned copy of above documents shall be uploaded (refer para 15.4 below).

(r) Attachment 17: STANDS DELETED

(s) Attachment 18: STANDS DELETED;

(t) Attachment-19: Declaration

(u) Attachment-20: Declaration of Key Managerial Person jointly with Power of Attorney holder
(*Submission of Hard Copy in 'Original'*)

The bidder shall furnish along with its bid a declaration as per the enclosed format from its Power of Attorney holder and Key Managerial Person (KMP) of the company i.e. CEO/Managing Director/Company Secretary/ Director/ CFO/ any of the partner in case of partnership firm/ any other officer entrusted with substantial powers of the management of the affairs of the company/firm, declaring the eligibility/qualification data to be true and correct.

Scanned copy of above documents shall be uploaded (refer para 15.4 below).

10. Second Envelope (Price) Bid

10.1 The Bidder shall complete the Bid Form(s) and the appropriate Price Schedules furnished in the Bidding Documents as indicated therein, following the requirements of ITB Clauses 11 and 12.

Also, the Bidder shall complete / fill the Second Envelope (Price) Bid online for prices against the various Heads on the portal <https://etender.powergrid.in> alongwith Bid Price Summary, as indicated therein, following the requirements of ITB Clauses 11 and 12.

The bidder must Note that the Bid Price filled against the respective Heads online on the portal must be same as that of the final values in its respective price schedules in excel sheet. In case of any discrepancy between the prices filled online on the portal against the respective Head and the prices filled in the respective 'Price Schedules' in excel sheet the prices filled in the respective 'Price Schedules' shall prevail and shall be taken into consideration for evaluation of bids pursuant to ITB Clause 27.

11. Bid Prices

11.1 Unless otherwise specified in the Scope of Work, bidders shall quote for the entire SCOPE on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of providing the security services. This includes all requirements under the Contractor's responsibilities, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of Contract.

11.2 Bidders are required to quote the price for the commercial and contractual obligations outlined in the Bidding Documents. If a Bidder wishes to make a deviation, such deviation shall be listed in Attachment 6 of its bid. The Bidder is required to provide the cost of withdrawal for such deviations.

11.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Where no Price Schedules are included in the Bidding Documents, Bidders shall present their prices in the following manner:

Separate numbered Schedules shall be used for each of the following elements. The total amount from each Schedule 1 to 5 shall be summarized in a grand summary of Price Proposal (Schedule 6) giving the total bid price(s) to be entered in the Bid Form.

Schedule 1 **STANDS DELETED.**

Schedule 2 **STANDS DELETED.**

Schedule 3 **Security Services**

Schedule 4 **STANDS DELETED.**

Schedule 5 Taxes and Duties not included in Schedule 1 to 4

Schedule 6 Grand Summary (Schedule Nos. 1 to 5)

Schedule 7 **STANDS DELETED.**

Further, Second Envelope (Price) Bid to be filled online on the portal <https://etender.powergrid.in> shall be grouped in the above mentioned Heads.

11.3.1 The bid price for the items for which quantities have been estimated by the Employer shall be governed based on the unit price quoted by the bidder.

11.3.2 **STANDS DELETED**

11.3.3 **STANDS DELETED**

11.3.4 **STANDS DELETED**

11.4 In the schedules, Bidder shall give the required details and a breakdown of their price considering and taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations, in the schedules as follows:

(a) **STANDS DELETED**

(b) **STANDS DELETED**

(c) Security Services rates/charges shall be quoted separately (Schedule 3) and to be filled against the respective head online on the portal <https://etender.powergrid.in> as indicated therein and shall include rates and prices for all security guards, Contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, etc. wherever identified in the Bidding Documents as necessary for the proper execution of all security services. The price quoted in respect of all items in the above schedule shall be excluding GST.

(e) **STANDS DELETED**

(f) **STANDS DELETED**

(g) To facilitate the bidders, Employer has indicated an SAC code and rate of GST against each item in the Price Schedule. It shall entirely be the responsibility of the bidder to check the SAC code and rate of GST given against each item. The bidder may either confirm the SAC code and rate of GST or if the bidder opts to classify the item in question under a different SAC code or opts to indicate a different rate of GST, bidder may indicate the same in the space provided. The bidders shall solely be responsible for SAC classification and the rate of GST for each item. Employer's liability for reimbursement of GST shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.

(h) Total GST on Supply of Security Services shall be indicated separately in Schedule-5 and to be filled against the respective head online on the portal <https://etender.powergrid.in> as indicated therein.

- (i) The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price.
- (j) The Bidder shall include insurance charges in its bid prices as per insurance requirement mentioned in Section – IV: General Conditions of Contract (GCC) and Appendix-3: Insurance Requirements to Form of Contract Agreement as contained in Section VI: Sample Forms and Procedures (FORMS) of the Bidding Documents. Bidder shall further note that the Employer shall not be liable to make any payment/ reimbursement to the Contractor whatsoever for insurance of Contractor's material.
- (k) The bidder shall fill up only the marked cell (shaded in green colour) in the work sheets of Schedule 1 to 7 and Taxes & duties. Bidder shall not carry out any modification or changes in any other cell. Required calculations will be carried out automatically in the respective work sheets of Schedule-6 (Grand Summary), and Bid Form.

Also, the bidder shall fill up their response against the various Heads available on the portal, Taxes as per the provision available on the portal. Required calculations will be carried out automatically and the same will reflect in the Bid Price Summary.

(l) **STANDS DELETED**

- (m) Employer shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.

11.4.1 The bidder must Note that the Bid Price filled against the respective Head online on the portal must be the final price and must be same as that of the final values in its respective price schedules in excel sheet. In case of any discrepancy between the prices filled online on the portal against the respective Head and the prices filled in the respective 'Price Schedules' in excel sheet the prices filled in the respective 'Price Schedules' shall prevail and shall be taken into consideration for evaluation of bids pursuant to ITB Clause 27.

11.5 The prices shall be in accordance with the following:

REVISION OF WAGES: In case during Contract execution period, the Minimum Wages as per Act as admissible to the security category of manpower deployed at specified location as per the contract are increased by the DGR or there is change in the rate of variable Dearness Allowance, the Basic Price component shall be modified to the extent of changes as per law and amount payable to the Contractor on monthly basis shall be calculated accordingly. However, POWERGRID shall revise payment of wages subject to satisfactory documentary evidence of changes in Minimum wage Act/ variable Dearness Allowance. The Contractor shall also have to submit the proof that revised wages are being paid to the concerned personnel.

The revision in wages shall be effected in accordance with the circular ref. No. 2112/SA/DGR/RW/EMP/92 dated 30/03/92 as modified vide the Document titled "Revision of Wages" concerning Wage Structure w.e.f. 01 February 2007 as per NCT of Delhi (labour Department Notification No. F. 12(142)02-MW/Lab/1016 dated 13/03/2007 circulated by Joint Director (Emp) Directorate General of Resettlement (DGR) vide No. 2112/SA/MINIMUM WAGES/EMP DATED 07/04/2007 subject to revision thereon from time to time as may be effected by DGR.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees Only.

13. STANDS DELETED

14. Period of Validity of Bid

14.1 Bids shall remain valid for the period of **180 (One Hundred Eighty) Days** after the date of opening of Techno - Commercial Part i.e. First Envelope, prescribed by the Employer, pursuant to ITB Sub-Clause 20.1. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.

14.2 In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. A Bidder granting the request will not be required or permitted to modify its bid.

15. Format and Signing of Bid

15.1 The bidder shall prepare the bid in the manner indicated in ITB Clause 9.0 and submit the bid in following manner:

First Envelope:

(i) The Electronic Form/Template of the bid for First Envelope (Techno-Commercial), as available on the portal, shall be duly filled.

These Electronic Forms/Templates shall be viewable by all the participating bidders after opening of First Envelope bids.

(ii) The soft copy of the bid consisting of the documents listed in ITB Clause 9 including relevant scanned documents (refer ITB Clause 15.4) shall be uploaded through the portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

(iii) Hard copy of followings:

- a) **STANDS DELETED;**
- b) **STANDS DELETED;**

- c) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope;
- d) Power of Attorney as per Clause 9.3(b);
- e) **STANDS DELETED;**
- f) **STANDS DELETED;**
- g) **STANDS DELETED;**
- h) KMP Declaration (in Original) as per Clause 9.3 (u); and
- i) **Any other document further specified in the BDS duly signed and stamped on each page.**

Second Envelope:

- (i) Price Schedules & Bid Forms in MS excel format & its revision covering various price schedules and bid forms for Second Envelope.
- (ii) Second Envelope (Price) Bid filled against the respective Head online on the portal <https://etender.powergrid.in> alongwith Bid Price Summary.

These electronic forms/templates and Bid Price Summary shall be viewable by all the participating bidders after opening of Second Envelope bids. Bidders to note that notwithstanding the prices quoted by the bidder, the Employer reserve the right to correct the prices for purpose of evaluation and award in accordance with the provisions of bidding documents.

The soft copy of the price schedules as per ITB Clause 11 to be uploaded on the portal and the prices against various heads are to be filled online only on the portal <https://etender.powergrid.in>. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

- 15.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.
- 15.3 The Bidder shall furnish information as described in the last paragraph of the Bid Form 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.
- 15.4 The List of following documents shall be scanned & uploaded on the portal as per table given below:

S. No.	Description of Documents	Name of File to be uploaded on the portal
1.	Power of Attorney	poa.pdf
2.	DGR Empanelment Certificate of the Agency	dgr_empanel.pdf
3.	ESM Identity card	esm_id.pdf

S. No.	Description of Documents	Name of File to be uploaded on the portal
4.	PSARA license of the Agency	psr_pasara.pdf
5.	Constitution of legal status	legal.pdf
6.	The principal place of business	principal.pdf
7.	The place of Incorporation or the place of registration and the nationality of the owner	incorporation.pdf
8.	Cancelled Cheque	cheque.pdf
9.	Declaration of Key Managerial Person jointly with Power of Attorney holder	KMP.pdf
10.	Other Documents	other.pdf

1. Bidder may put three (03) characters suffix for each file preceded by an 'underscore' for their identification. (Example- poa_xyz.pdf)
2. In case more file are to be uploaded under the same head Numeric suffix may be put by the bidder. (Example - poa1_xyz.pdf, poa2_xyz.pdf, poa3_xyz.pdf.....).
3. For uploading any additional documents bidder may decide the name of file with prefix as 'other' succeeded by 'under score' and suffix as name of document in short. (Example - other_ISO certificate1_xyz.pdf, other_ISO certificate2_xyz.pdf)

4. For other types of files supported on the portal, please refer the related provisions on the portal.

D. Submission of Hard Copy of Bids

16. Sealing and Marking of Bids

- 16.1 The Bidder shall upload the soft copy of the bid as per the provisions of the portal (refer para 15.1 & 15.4 above) submit the hard copy of Integrity Pact, Power of Attorney, Declaration of Key Managerial Person jointly with Power of Attorney holder (refer para 15.1 above), duly marked First Envelope (Techno – Commercial Part) in the following manner.

Envelope – 1: **NOT APPLICABLE**

Envelope – 2: **NOT APPLICABLE**

Envelope – 3: Integrity Pact

Envelope–4: Power of Attorney and any other documents as required (refer para 15.1 above).

Envelope –5: **NOT APPLICABLE**

Envelope –6: Declaration of Key Managerial Person jointly with Power of Attorney holder

The Bidder shall upload the Attachments downloaded from the portal as part of the bid duly filled in the required cells. If the bid submitted by the bidder is found different from the files downloaded from the portal, as part of the bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid.

16.2 The envelope shall

- (a) be addressed to the Employer at the address given in the **BDS**, and
- (b) bear the contract name indicated in the **BDS**, the Invitation for Bids title and number indicated in the BDS, and the statement “Do Not Open Before [date],” to be completed with the time and date specified in the **BDS**, pursuant to ITB Sub-Clause 20.1.

16.3 Integrity Pact and Declaration of Key Managerial Person jointly with Power of Attorney holder in original shall be submitted in separate superscribed envelopes (one for Integrity Pact, one for Power of Attorney and one for Declaration of Key Managerial Person jointly with Power of Attorney holder) alongwith First Envelope.

Bidder may upload Soft copy of the any other documents which they consider relevant along with First Envelope.

All the envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late.”

16.4 If the envelope is not sealed and marked as required by ITB Sub-Clause 16.2 above, the Employer will assume no responsibility for the bid’s misplacement or premature opening.

17. Deadline for Submission of Bids

17.1 Soft copy of the bid shall be uploaded through the portal <https://etender.powergrid.in> at or before the submission time and date as stipulated in the bidding document. Hard copy of Integrity Pact, Power of Attorney, Declaration of Key Managerial Person jointly with Power of Attorney holder must be received by the Employer at the address specified under ITB Sub-Clause 16.2 no later than the time and date stated in the **BDS**. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded upto the appointed time on the next working day.

The Employer shall not be responsible if bid could not be opened for what so ever reason. In such a case, the bid shall be sent unopened to ‘Archive’ on the portal and shall not be considered at all any further.

- 17.2 The Employer may, at its discretion, extend this deadline for submission of bids any time prior to opening of bids, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

Further the Employer also reserves the right to extend bid submission timeline or recall the tender if e-Procurement server is down (i.e. inaccessible / inoperative) for a prolonged period of time within the last 24 hours of the bid submission due date.

- 17.2.1 Notwithstanding above, the Employer may, at its discretion, extend the deadline for submission of soft part of the bids from 1100 hrs (IST) to 1500 hrs (IST) on the same day in case the bidder(s) faces difficulty in submission of bids on the e-Procurement portal even for reasons not attributable to the e-Procurement server. In such a case, the bidder(s) shall however, be required to send a written communication on the e-mail IDs mentioned below for the purpose before the deadline for submission of soft part of the bids i.e. 1100 hrs (IST) on the last day of the aforesaid deadline. Any request received by the Employer thereafter i.e. beyond 1100 hrs (IST) or received prior to the day of deadline for submission of soft part of the bids shall not be entertained under any circumstances. The time of receipt of such communication on the e-mail IDs mentioned below shall govern for the purpose of determining whether or not the communication has been received prior to the deadline for bid submission as stipulated. The bidder(s) may also note that the above recourse shall, however, be adopted only once in the first such instance and no further extension on this account beyond 1500 hrs (IST) as above shall be given by the Employer.

The e-mail IDs for aforesaid purpose are mentioned in **BDS**.

18. Late Bids

- 18.1 The bidder shall not be permitted to submit the soft part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified in **BDS**.

In case Hard copy part of the bid is received by the Employer after the deadline for submission of the same prescribed by the Employer in the **BDS**, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with the provisions of Bidding Documents. In such case, the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.

19. Modification and Withdrawal of Bids

- 19.1 Bidder may modify its bids through the relevant provisions on the portal <https://etender.powergrid.in>. The Bidder may modify or withdraw its bid after submission, provided that modification is done on the portal as well as notice is received by the Employer prior to the deadline prescribed for bid submission.
- 19.2 The Bidder's modifications shall be done and submitted as follows:
- (i) Modified Electronic form of the bid as per the provision of portal therein.
 - (ii) Soft copy of the entire bid if any modification is there.
- 19.3 Bidder may withdraw its bid through the relevant provisions of portal only.
- 19.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. In case of withdrawal of a bid during this interval, the Employer may take necessary action against the bidder in line with prevailing DGR guidelines.

E. Bid Opening and Evaluation

20. Opening of First Envelope by Employer

- 20.1 The Employer will open the First Envelope i.e. Techno – Commercial Part in public, including withdrawals and modifications made pursuant to ITB Clause 19, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the **BDS**. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bid may view on line tender opening on the portal from their end. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day.
- 20.2 During the opening of bids, Envelopes marked "Withdrawal" shall be opened first. Bids withdrawn pursuant to ITB Clause 19 shall not be opened.
- 20.3 For all other Bids, the bidders' names, deviation having cost of withdrawal, if any, the presence of Integrity Pact and any such other details as the Employer may consider appropriate, will be get declared through the Portal by the Employer. Subsequently, all envelopes marked "Modification" shall be opened. However, Opening of bid, whether or not accompanied with the Integrity Pact and/or Declaration of Key Managerial Person jointly with Power of Attorney holder, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Section-II.

On behalf of Employer, the Integrity Pact will be signed by its representative at the time of Bid Opening. One original of the Integrity Pact will be retained

by Employer and the other original will be returned to the representative of the bidders present during bid opening. If the Bidder's representative is not present during the Bid Opening, the other original shall be sent to the bidder by post/courier.

20.4 The Employer shall prepare minutes of the bid opening in the form of Bid Opening Statement, including the information disclosed to those present in accordance with ITB Sub-Clause 20.3.

20.5 Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be returned to the Bidder unopened/send to archive unopened.

21. Clarification of Bids

21.1 During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non-submission of documents related to/identified in ITB Sub-Clause 9.3 (b), (o), (t) and (u) or KMP required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

In case of non-submission of documents related to/identified in Attachment-11 {'Information regarding ex-employees of Employer in Bidder's firm'}, the Employer may give the Bidder not more than 7 working days' notice to rectify/furnish such documents, failing which Employer reserves the right to reject such bids. Employer shall be sole judge in this regard.

22. Preliminary Examination of First Envelope

22.1 The Employer will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

In case of non-submission of bid in the portal (soft copy part of the bid) within the stipulated deadline, then even if the bidder has submitted the specific documents in hard copy part in original within the stipulated deadline pursuant to ITB 17.1, its bid shall be considered as incomplete bid, which shall be summarily rejected.

Similarly, in case of non-submission of Hard copy part of the bid, but the bidder has uploaded the soft copy part of the bid, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with the provisions of Bidding Documents. In such case, the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.

- 22.2 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment 6 to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clause 24.
- 22.3 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-6 and/or in the Bid Form, Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
- 22.3.1 **Bids containing deviations from critical provisions relating to GCC Clauses 2.12 (Governing Law), 6 (Duration of Contract/Contract Period), 8. (Terms of Payment), 9 (CPG/Performance Security), 10 (Taxes and duties), 13 (Revision of Wages), 15 (Liquidated Damages for Absentees & Failure of Performance), 20 (Settlement of Disputes), 21 (Arbitration) and Appendix 2 to the Form of Contract Agreement (Revision of Wages) will be considered as non-responsive.**
- 22.3.2 Regarding deviations, conditionality or reservations introduced in the bid, which will be reviewed to conduct a determination of substantial responsiveness of the Bidder's bid as stated in ITB Sub-Clause 22.3, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:
- I. Bid Form
 - II. Attachment-6: Deviations
 - III. Data Sheets
 - IV. Any other part of the bid
- Contents of the document at Sr. No. I above will have overriding precedence over other documents (Sr. No. II to IV above). Similarly, contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III to IV above), and so on.
- 22.4 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Employer's determination of a bid's responsiveness

is to be based on the contents of the bid itself without recourse to extrinsic evidence.

23. Qualification

23.1 **STANDS DELETED**

23.2 **STANDS DELETED**

23.3 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

23.4 An affirmative determination will be a prerequisite for the Employer to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.

23.5 **STANDS DELETED**

23.6 For all above purposes, Employer shall be sole judge in this regard.

24. Evaluation of Techno - Commercial Part (First Envelope)

24.1 The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine the information supplied by the bidders, pursuant to ITB Clause 9, and other requirements in the Bidding Documents, taking into account the following factors:

(a) overall completeness and compliance with the Scope of Work; deviations from the requirements as identified in Attachment 6 to the bid and those deviations not so identified; 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. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.

(b) **STANDS DELETED**

(c) compliance with the Duration of the Contract called for in the corresponding Appendix to the Form of Contract Agreement 'Contract Period';

Duration of Contract

Bidders are required to base their prices on the Contract Duration given in NOA/BLOA/LOA. Bids offering Duration of Contract different than the specified Contract Period are liable to be rejected.

- (d) **STANDS DELETED**
- (e) any other relevant technical factors that the Employer deems necessary or prudent to take into consideration.
- (f) any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.
- (g) details furnished by the bidder in response to the requirements specified in Volume-II of the Bidding Documents.
- (h) **STANDS DELETED**

24.2 **STANDS DELETED**

25. Opening of Second Envelope by Employer

- 25.1 The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 24. Such Bidders shall be intimated through portal only about the date and time for opening of Price Part i.e., Second Envelope of the Bids by the Employer. A negative determination of the bids pursuant to ITB Clause 24 shall be notified by the Employer to such Bidders through portal only and the Second Envelope submitted by them shall be sent to archive unopened.
- 25.2 The Employer will open Second Envelope i.e., Price Part at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of Second Envelope. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bid and found qualified as mentioned at para 25.1 above may view online tender opening on the portal from their end.
- 25.3 The bidders' names, the Bid Prices and any such other filled in by the bidder on the portal will become viewable at the time of opening of bids. The prices as filled up by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section – II and considered for award of contract as provided in ITB Clause 30.

25.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 25.3.

25.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

26. Conversion to Single Currency

26.1 This shall not be applicable as domestic firms are required to quote the prices in Indian Rupees only.

27. Evaluation of Second Envelope (Price Part)

27.1 The Employer will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

27.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Employer, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

If there is a discrepancy between the quantity specified by the Employer and the quantity indicated by the bidder in any price schedules, the quantity specified by the Employer shall prevail and shall be corrected accordingly.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Employer. If the bidder has left the cells for confirmation of SAC code and/or corresponding rate of GST "blank", the SAC code and/or corresponding rate indicated by the Employer shall be deemed to be the one confirmed by the Bidder. The GST rate and amount so ascertained by the Employer for the said SAC code shall prevail.

The rate of GST for the purpose of evaluation shall be the rate of GST as confirmed/deemed confirmed by the bidder for each item in the bid/schedules.

If there is difference in SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the bidder in its bid and SAC and corresponding rate of GST as interpreted under any interpretation/judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Contractor shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and action in line with the prevailing DGR guidelines may be taken against the bidder.

27.3 The comparison shall be on the total price in Price Schedule No. 6-

The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.

The Employer's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 27.4 & 27.5.

27.4 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedule Nos. 1 through 5 (Second Envelope), the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in ITB Sub-Clause 27.5 and in the Scope of Work:

- (a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Scope of Work as identified in the evaluation of First Envelope, and other deviations and omissions not so identified;
- (b) **STANDS DELETED;**
- (c) **STANDS DELETED;**
- (d) the extra cost of work, services, facilities, etc., required to be provided by the Employer or third parties;

- (e) any other relevant factors listed in **BDS**.

The estimated effect of the revision in wages provisions of the Bidding Documents, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

- 27.5 Pursuant to ITB Sub-Clause 27.4, the following evaluation methods will be followed:

- (a) Contractual and commercial deviations

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial and contractual obligations under this Bidding Documents. In arriving at the evaluated cost, towards deviations whether material or minor identified in the evaluation of First Envelope, the cost of withdrawal indicated by the bidder in Attachment-6 of the First Envelope will be used. If such a price is not given except for material deviation, the Employer will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

In those cases, where the bidder has taken a material deviation but has not indicated the cost of withdrawal, the bid shall be treated as non-responsive and shall not be considered further.

- (b) **STANDS DELETED**

- (c) **STANDS DELETED**

- (d) Work, services, facilities, etc., to be provided by the Employer

Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the Bidding Documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

- 27.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders and rectified as per ITB Sub Clause 27.2 shall remain unaltered.

28. Purchase/ Domestic Preference:

- 28.1 **STANDS DELETED**

29. **e-Reverse Auction (e-RA): NOT APPLICABLE.**

30. Confidentiality and Contacting the Employer

30.1 After the public opening of bids, information relating to the examination, clarification, and evaluation of bids and recommendations concerning awards shall not be disclosed to Bidders or other persons not officially concerned with this process until the publication of contract award. From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to its bid, it should do so in writing.

30.2 Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid. The Employer shall be the sole judge in this regard.

F. Award of Contract

31. Award Criteria

31.1 Subject to ITB Clause 32, the Employer will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid.

31.2 The Employer may request the Bidder to withdraw any of the deviations listed in the winning bid.

At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations listed in Attachment 6 to the First Envelope at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and necessary action as deemed necessary in line with the prevailing DGR guidelines may be taken against the bidder.

Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.

31.3 **STANDS DELETED**

31.4 The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Sub-Clause 2.1 and briefly indicated below:

31.4.1 The award shall be made as follows:

(i) Contract for Providing Security Services at POWERGRID site/ establishment

32. Employer's Right to Accept any Bid and to Reject any or all Bids

32.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, 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 Employer's action.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

33.2 The Employer shall publish the results on its website or e-portal, identifying the bid and Specification numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices displayed as per e-form at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

33.3 **STANDS DELETED**

34. Signing the Contract Agreement

34.1 At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

34.2 The Contract Agreement shall be prepared within twenty-eight (28) days of the Notification of Award and the successful Bidder and the Employer shall sign and date the Contract Agreement immediately thereafter.

35. Performance Security

35.1 Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security (Contract Performance Guarantee) for 10% (Ten percent) of One month's wage bill in the form provided in Section VI, Sample Forms and Procedures, of the Bidding Documents or the same will be deducted from the ESM's (Contractor's) Monthly service charges in instalments as mutually agreed by the ESM (Contractor) and the Employer.

35.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 34 or Clause 35 shall constitute sufficient grounds for the annulment

of the award, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.

36. Fraud and Corruption

It is the Employer's policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

(a) defines, for the purpose of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means offering, giving, receiving or soliciting anything of value to influence the action of Employer official(s) in the procurement process;

(ii) "fraudulent practice" means any act including suppression/misrepresentation of facts, submission of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence procurement process to the detriment of interest of the Employer, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non-competitive levels and to deprive Employer of the benefits of competitive prices;

(iii) "collusive practice" shall also include an arrangement between two or more parties designed to achieve an illegitimate purpose to the detriment of interest of Employer;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

or

(bb) acts intended to materially impede the exercise of the contractual rights or audit or access to information.

- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- (d) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Employer.

----- *End of Section-II (ITB)* -----