SECTION – II

INSTRUCTION TO BIDDERS (ITB)

ATTACHMENT BIDDING

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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*, online 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 Supplier, 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: Conditions of Contract

Bidders may note that the Employer has uploaded its 'Works & Procurement Policy and Procedure' (Vol.-I & II) to POWERGRID's website and in this regard, attention of the Bidder is drawn to Clause IFB 3.3, Section –I of the Bidding Documents. Those Bidders who wish to peruse the same may visit **www.powergrid.in.** However, it should be noted that no other party, including the Bidder/Supplier, 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/Suppliers shall be governed by the Bidding Documents/Contracts signed between the Employer and the Supplier 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 this 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 Vadodara** 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 Quantity along with its all details.

(c) "Head" means a category [*such as Ex-Works Prices, Local Transportation, Insurance & Other Incidental Services Charges, Installation Services Charges, Training Charges, Type Test Charges & 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** (Bid Data Sheets) intends to use domestic funding (Owner's Internal Resources/Domestic Borrowings/Bonds) for this Project.

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

2. Eligible Bidders

2.1 The firm has to be a '**Class-I local supplier'** or '**Class-II local supplier**' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 04/06/2020 (PPP-MII Order) read in conjunction with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any.

Firms who are not **'Class-I local supplier'** or '**Class-II local supplier**' shall not be eligible to bid.

'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value

of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class –I local supplier' means a supplier or service provider, whose goods , services or works offered for procurement, has Local Content equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has Local Content more than 20% but less than 50%.

The 'Class-I local supplier' or 'Class-II local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class –I local supplier' or 'Class-II local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class-I local supplier' or 'Class-II local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order. Further, in case price reduction during e-RA, the 'Class –I local supplier' or 'Class-II local supplier' shall ensure that the item offered meets the Local Content requirement considering the revised prices.

Firms, who are executing contract(s) or has executed contract(s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:

Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible
1.	Termination of Contract due to Contractor's default	1 year
2.	Encashment of CPG due to non-performance	1 year
3.	Repeated failure of major Equipment while in service	1 year
4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year

Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible
5.	**More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor**	**1 year**
6.	**Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)***	**Till the firm comes out of Resolution process**

*For the purpose of working out 50% of the Contract, following shall be taken into account:

(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.

(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.

The Employer shall be the sole judge in this regard and the Employer's interpretation of the aforesaid event(s) shall be final and binding.

2.2 **Any Bidder from a Country which shares a land border with India will be eligible to bid only if the bidder is registered with the competent Authority as per order No. F.No.6/18/2019-PPD (Order Public Procurement No.1) dated 23/07/2020 and F.No. 6/18/2019-PPD (Order Public Procurement no. 2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order).**

However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of Credit or in which Government of India is engaged development Projects.

For the aforesaid Purpose,

(i) "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions.

(ii) of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

(iii) "Bidder from a country which shares a land border with India" for this purpose means:

a. An entity incorporated established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A Natural Person who is a citizen of such a country; or
g. A Consortium or Joint Venture where any member of the consortium or joint venture falls under any of the above

(iv) The beneficial owner for the purpose of ii) (d) above will be under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
b. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreement or voting rights.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Further, the successful bidder shall not allow to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format.

3. Eligible Goods and Related Services

3.1 For the purposes of these Bidding Documents, the words "goods" includes commodities, raw materials, machinery, equipment and industrial plants and "related services" and "related services" includes services such as insurance, installation, training and initial maintenance.

3.2 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country barring those countries against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Employer.

3.3 For purposes of this clause, "country of origin" means the place where the goods have been mined, grown, produced, manufactured or processed; or through manufacturing, processing or substantial assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.4 The origin of the plant, equipment, and services is distinct from the nationality of the Bidder.

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 if any, 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 No Tender Fee is required to be submitted.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods and related services 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:

Invitation for Bids (IFB)

Instructions to Bidders (ITB)

Bid Data Sheet (BDS)

Conditions of Contract

Sample Forms and Procedures (FP)

Volume-II: Technical Specification, Scope of Work, Drawings, SFQ P(as applicable).

Volume-III: Bid *Form & Bill of Materials (Head-wise)* [(The filled soft copy of the price schedules in excel format as in Volume-III has to be uploaded on section "Price Attachments" of Rfx response on PRANIT portal. Submission of Soft Copy of Price Bid by any other means shall not be accepted by the Employer in any circumstances. If the bidder fails to upload Price Bid in Price Attachment Section of Rfx response his bid shall be treated as incomplete bid and shall be rejected)].

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** as detailed in given in Bidding Documents as per "Technical Specifications".

The 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.

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

6.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer through the provisions made on the portal *https://etender.powergrid.in.* However, bidder may also seek clarification in writing or by cable (hereafter, the term cable is deemed to include Electronic Data Interchange (EDI) or telefax) at the Employers 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 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 all the bidders can see clarification/reply to query.

6.2 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 Technical Specifications 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 pre-bid 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 to all prospective bidders. 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 (if any) 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 **whose link has been activated after submitting requisite document fee for official purchasing of the Bidding Documents**. 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 bidder may see the extended deadline.

In case of extension of deadline for the submission of bids by the Employer for reasons inter-alia including the above, prospective bidders can download the

Bidding Documents from the portal *https://etender.powergrid.in*, as per the provisions available therein, before such 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 only, 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 (Single Stage Single Envelope)

I. Hard Copy Part

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

(i) Bid Security (in Original) or Documentary proof showing that payment made through online towards Bid Security in separate envelope in accordance with clause 13 & ITB Clause 16.
(ii) Power of Attorney as per Clause 9.3 (b).
(iii) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page

II. **Soft Copy Part**

A soft copy of the bid shall comprise of the following documents & Price Bid to be uploaded on the portal as per provisions therein.

(i) **Programmed file-Attachments & Bid Form (Attachment 1 to 17 & Bid Form) in MS excel format** - covering various attachments, Integrity Pact signed by bidder & POWERGRID (if applicable) and bid form for first envelope.

The bidder may note that non-submission of the Bid Form shall lead to outright rejection of their Bid and no clarification shall be sought from them in this regard.

(ii) Scanned copies of all the documents mentioned at 15.4 of ITB.

(iii) Price Bid The filled soft copy of the price schedules in excel format has to be uploaded on **section "Price Attachments" of Rfx response on SRM portal**. Submission of Soft Copy of any documents by any other means shall not be accepted by the Purchaser in any circumstances.

Further, bidders need to fill up respective line items in Items Tab on portal in accordance with filled up price schedule (excel file of Volume-III) for generating bid price summary. These shall be viewable by all the participating bidders

after opening of Price Envelope bids. Bidders to note that notwithstanding the prices quoted by the bidder in the Items Tab, the Purchaser reserve the right to correct the prices for purpose of evaluation and award in accordance with the provisions of bidding documents and prices filled up in price schedule (excel file of Volume-III).

9.1 The bid shall be submitted by the Bidder under "Single Stage – Single Envelope" procedure of bidding. Under this procedure, the bid submitted by the Bidder in Single Envelope - shall comprise of the documents as mentioned in 9.0 above.

9.2 ~~Bidders shall note that, if permitted according to the **BDS**, they are entitled to submit an alternative bid within the scope specified in the Technical Specification. In such cases, bidders shall submit full details and justifications, etc., in Attachment 7 to the bid as indicated in ITB Sub-Clause 9.3 (h) below.~~

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:

(a) **Attachment 1:** Bid Security (if required) or documentary evidence in support of exemption of Bid Security *(submission of Hard Copy in 'Original' for Bid Security and in 'Copy' for documentary proof in support of exemption)*

A bid security or documentary evidence in support of exemption of Bid Security in sealed separate envelope shall be furnished in accordance with ITB Clause 13 & ITB Clause 16.

The bidder shall submit the hard copy of the Bid Security in the original.

(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 copies of the above documents shall be uploaded. (refer para 15.4 below)

(c) **Attachment 3:** Deviations

In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications 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.

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

(d) **Attachment 4:** Information regarding ex-employees of Employer in Bidder's firm.

(e) **Attachment 5:** Declaration regarding Social Accountability

(f) **Attachment 6:** Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises

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

In this Attachment, the Bidder is required to clearly mention whether the Bidder would provide the other information as above.

(g) **Attachment 7**: Additional Information *(uploading of Scanned Copy, as applicable)*-

(i) Scanned copy of documents including Technical Data Sheets shall be uploaded as per para 15.4 below.

(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, or any partner of JV may result in rejection of Bid.

(h) **Attachment 8:** Declaration regarding Price bid

(i) **Attachment 9:** Declaration (Declaration of Key Managerial Person and Power of Attorney holder)

(j) **Attachment 10:** Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, if applicable (submission of Hard Copy in 'Original'), to be submitted on OEM Letter Head OR a non-judicial stamp paper of Rs. 100/-. In line with the PPP-MII order, the bidder shall submit the Affidavit of self-certification, in original, certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017, on a non-judicial stamp paper of Rs. 100/-.

Further, false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity pact and in line with the provisions of the PPP-MII Order

(k) **Attachment 11**: Declaration by the Bidder and its proposed Associate regarding events encountered pursuant to ITB Clause 2.1

(l) **Attachment-12**: Land Sharing Certification by the Bidder as per DoE Order pursuant to ITB Clause 2.2

10. Bid Form and Price Schedules

The Bidder shall complete / fill the Price Bid on-line for prices. The filled soft copy of the price schedules in excel format has to be uploaded on **section "Price Attachments" of Rfx response on SRM portal**. Submission of Soft Copy of any documents by any other means shall not be accepted by the Purchaser in any circumstances.

Further, bidders need to fill up respective line items in Items Tab on portal in accordance with filled up price schedule (excel file of Volume-III) for generating bid price summary. These shall be viewable by all the participating bidders after opening of Price Envelope bids. Bidders to note that notwithstanding the prices quoted by the bidder in the Items Tab, the Purchaser reserve the right to correct the prices for purpose of evaluation and award in accordance with the provisions of bidding documents and prices filled up in price schedule (excel file).

11. Bid Prices

11.1 Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire goods and related services on a "single responsibility" basis such that the total bid price covers all the Employer's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any) and delivery of the goods. This includes all requirements under the Employer's responsibilities for testing of the goods, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc. and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

11.2 Bidders are required to quote the price for the commercial, contractual and technical 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.

(a) Goods to be supplied shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) basis.

(b) Local/inland transportation, In-transit Insurance and loading.

Local/inland transportation, In-transit Insurance and loading shall be quoted separately as composite supply of services, with local/inland transportation being the Principal Supply. It is the Employer's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance and loading by the Bidder to the Employer, GST is not payable. The Bidder is, however, advised to check the position from their own sources. If payable, the same shall be to the Bidder's account and Employer shall not reimburse any GST on this account.

(c) Installation charges shall be quoted as indicated therein and shall include rates and prices for all labour, Contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, provision of operations and maintenance manuals, etc. wherever identified in the Bidding Documents as necessary for the proper execution of all installation services except those priced in other Schedules.

D) **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	**Plant and Equipment (including mandatory Spares) to be supplied.**
Schedule 2	**Local Transportation, In-transit insurance, loading and unloading.**
Schedule 3	**Installation / Services**
Schedule 4	**Charges for Training to be imparted.**
Schedule 5	**Taxes and Duties not included in Schedule 1 to 4**
Schedule 6	**Grand Summary (Schedule Nos. 1 to 5)**
Schedule 7	Break-up of Type Test Charges

(e) To facilitate the bidders, Employer has indicated HSN/SAC code and rate of GST against each item. It shall entirely be the responsibility of the bidder to check the HSN/SAC code and rate of GST given against each item. The bidder may either confirm the HSN and rate of GST or if the bidder opts to classify the item in question under a different HSN/SAC code or opts to indicate a different rate of GST, bidder may indicate the same in the corresponding fields provided on the e-procurement portal. The bidders shall solely be responsible for HSN/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 rate of GST for each item.

(f) The Bidder shall include In-transit insurance charges in its bid prices as per insurance requirement mentioned in Section – IV: Conditions of Contract

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 The bid price for which the quantities are to be estimated by the Bidder shall remain constant unless there is change made in the Scope of Work by Employer. The quantities and unit prices (i) subsequently arrived while approving the Bill of Quantities (BOQ) /Billing breakup of lumpsum quantities/lot/Set and/or (ii) estimated by the bidder shall be for on account payment purpose only. In case additional quantities, over and above the quantities BOQ/billing breakup and /or estimated by the bidder, are required for successful completion of the scope of work as per Technical Specification, the Bidder shall execute additional quantities of these items for which no additional payment shall be made over and above the lumpsum bid price. In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be the property of the bidders and they shall be allowed to take back the same from the site for which no deduction from the lumpsum bid price shall be made. Further, in case actual requirement of quantities for successful completion of scope of work is less than the quantities identified in the approved BOQ /billing breakup and/or estimated by the bidder, the lumpsum bid price shall remain unchanged and no deduction shall be made from the lumpsum price due to such reduction of quantities.

11.3.3 It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies (including GST) and interest, if applicable on account of additional revised invoice issued for actual material supplied, to the concerned authorities for such return/supply of such surplus material, which would otherwise have been, lawfully payable. The bidders shall submit an indemnity bond to keep Employer harmless from any liability before release of such material to the bidder by Employer.

11.5 The prices shall be in accordance with the following:

The contract price shall be firm and fixed throughout the currency of the contract.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees Only.

13. Bid Security / EMD

13.1 Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated in the **BDS**. The bid security must be submitted in the form provided in the Bidding Documents.

*Micro and Small Enterprises (MSEs) registered with **Udyam Registration Portal** specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of Bid Document Fee as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of '**Udyam Registration Certificate** 'with*

regard to registration with authorities mentioned above in accordance with the relevant notifications/orders).

13.2 The Bid Guarantee/ EMD shall be denominated in Indian Rupees only. The Bid Guarantee/ EMD shall be submitted ***unless otherwise exempted as per note below*** in a separate sealed, at the bidder's option, be in the form of crossed bank draft / pay orders / in favour of Power Grid Corporation of India Limited payable at Vadodara from a reputed Commercial bank *or* a bank guarantee from (i) a Public Sector Bank located in India: or (ii) a Scheduled Commercial Indian Private Bank only *or* (iii) a Foreign bank [or its subsidiary] located in India. The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. The bank guarantee shall be addressed to **Power Grid Corporation of India Ltd., Western Region Headquarters-II, Regional Head Quarter, Plot No 54, Adjacent to Riya Revati Resort, Opp. Ambe Vidyalaya , Sama Savli Road, Vadodara – 390024.** ***Non judicial stamp paper of appropriate value shall be purchased in the name of executing bank only.***

The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents.

The Bid Security shall be in favour of Power Grid Corporation of India Limited payable at Vadodara & valid up to 240 days from the original date of Bid opening as per Bid Document.

The Bank details for bid security **in form of Bank guarantee** are as follows:

Name of the Bank: State Bank of India
Branch Address: VIP Road (Baroda)
Virnagar Society, Vadodara, Gujarat 390018
IFSC Code: SBIN0009162
Account No.: 30209822943

Alternatively,

Bidders may also submit their Bid Security/EMD through **POWERGRID Online Payment Utility Payment** mode in the websitehttps://www.powergridindia.com/or https://epay.powergrid.in/ as a supplier

(Please refer Annexure: POWERGRID Payment Utility for procedure of payment).

Bidder shall submit the "Online payment Reference Number" as documentary proof as hardcopy of documents before submission deadline as in ITB 16.2 a)

13.3 Any bid not accompanied by a bid security or an acceptable bid security, except as exempted at 13.1 above, shall be rejected by the Employer as being nonresponsive, pursuant to ITB Sub-Clause 22.4.

13.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period.

13.5 The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 34 are furnished to the satisfaction of the Employer. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, pursuant to ITB Clause 33, and has furnished the required performance security, pursuant to ITB Clause 34.

The Bid Guarantee/ EMD shall be valid for a period of 240 days from the date of opening of bids.

13.6 The Bid Guarantee/ EMD shall be forfeited on the following grounds:

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(b) 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 and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or

(c) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or

(d) in the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) to sign the Contract Agreement, in accordance with ITB Clause 33, or

(ii) to furnish the required performance security, in accordance with ITB Clause 34and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.5.

13.7 No interest shall be payable by the Employer on the above Bid Security.

14. Period of Validity of Bid

14.1 Bids shall remain valid for the period of six months i.e. 180 (One Hundred Eighty) days from the date of opening of Bids, 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 circumstances, 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. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without

forfeiting its bid security. 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:

Hard copy of the bid shall comprise of following documents to be submitted in sealed envelope,

(i) Bid Security (in Original) or Documentary proof showing that payment made through online towards Bid Security in separate envelope in accordance with clause 13 & ITB Clause 16.
(ii) Power of Attorney as per Clause 9.3 (b).
(iii) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page

A soft copy of the bid shall comprise of the following documents & Price Bid to be uploaded on the portal as per provisions therein.

(i) Programmed file-**Attachments & Bid Form** (Attachment 1 to 11 & Bid Form) in MS excel format - covering various attachments, Integrity Pact signed by bidder & POWERGRID (if applicable) and bid form for first envelope.

The bidder may note that non-submission of the Bid Form shall lead to outright rejection of their Bid and no clarification shall be sought from them in this regard.

(ii) Scanned copies of all the documents mentioned at 15.4 of ITB

(iii) **Price Bid** The filled soft copy of the price schedules in excel format has to be uploaded on section "Price Attachments" of Rfx response on SRM portal. Submission of Soft Copy of any documents by any other means shall not be accepted by the Purchaser in any circumstances.

Further, bidders need to fill up respective line items in Items Tab on portal in accordance with filled up price schedule (excel file of Volume-III) for generating bid price summary. These shall be viewable by all the participating bidders after opening of Price bids. Bidders to note that notwithstanding the prices quoted by the bidder in the Items Tab, the Purchaser reserve the right to correct the prices for purpose of evaluation and award in accordance with the provisions of bidding documents and prices filled up in price schedule (excel file of Volume-III).

15.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initiated 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
1.	Scanned copy of Bid Security as per ITB clause 13.0
2.	Scanned copy of Power of Attorney
3.	~~Scanned Copy of Integrity Pact in Non-Judicial Stamp Paper~~
4.	Certification by the Bidder as per DoE Order pursuant to ITB Clause 2.2
5.	Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII Order to be submitted on OEM Letter Head OR a non-judicial stamp paper of Rs. 100/-.
6.	~~Manufacturer Authorization Form - Attachment 8~~
7.	Declaration of Key Managerial Person and Power of Attorney holder-
8.	~~Technical Compliance Checklist (as per checklist attached if any), Product Datasheet & Type Test Reports (if requested in Bid Document)~~
9.	MSE_ Udyam registration certificate
10.	Cancelled Cheque
11.	Pan Card
12.	GST registration Certificate

D. Submission 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) and submit the hard copy of Bid Security, ~~Integrity Pact,~~ Power of Attorney, ~~Joint Venture Agreement (if applicable) and Power of Attorney of Joint Venture Agreement (if applicable), Joint Deed of Undertaking (if applicable) and any other documents as required~~ (refer para 15.1 above), duly marked in the following manner.

Envelope 1 : Documentary proof showing that payment made through online towards Bid Security as per 15.4 of Table Sl. No 1 above or any other bid security (in Original) in separate envelope in accordance with clause 13 of ITB.

Envelope 2: Power of Attorney, (i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page.

16.2 The envelopes 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 Bid Security or documentary evidence in support of exemption of Bid Security and Integrity Pact in original, shall be submitted in separate superscribed envelopes, one for Bid Security or documentary evidence in support of exemption of Bid Security and one for Integrity Pact.

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 envelopes are 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 Bid Security in accordance with clause 13 of ITB, Section-II in separate envelope, Integrity Pact (if any), Power of Attorney, Joint Venture Agreement & Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture) must be received by the Employer at the address specified under ITB Sub-Clause 16.2 not 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 up to the appointed time on the next working day.

17.2 The Employer shall not be responsible if bid could not be opened for whatsoever 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.

17.3 The Employer may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 7.3 for the reasons specified therein at any time prior to opening of bids by the Employer pursuant to ITB Clause 20, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 The bidder shall not be permitted to submit the soft copy part of the bid by any mode other than uploading it 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 the due date & time as specified in BDS. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the bid submission.

18.2 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 and evaluated in line with provisions of Bidding Documents**.

However, in case of MSEs who are exempted from submission of Bid Security in line with ITB 13.1, may be exempted from submission of hard copy of document in support of exemption, if the same is uploaded by the bidder in soft copy part.

18.3 Non-submission of soft copy/ hard copy part of documents identified in ITB Clause 21.1, prior to the deadline for submission of the same prescribed by the Purchaser in the BDS, shall not lead to outright rejection of the bid, but the documents required to be submitted shall be sought through clarifications as brought out at ITB Clause 21.1. The evaluation of such bidders shall be carried out based on the submission of soft copies of the document, however in case such bidder emerges as successful bidder, it shall be their sole responsibility to submit the hard copies within 28 days of award of contract.

18.4 In case, if the bidder has submitted the specific documents in hard copy in original (viz., bid security, Integrity Pact, POA etc.) within the stipulated deadline, but the bidder has not uploaded the soft copy part of bid, its bid shall be considered as late bid. The bid submitted in hard copy (viz bid security, POA etc.) shall be returned to the bidder.

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. Withdrawal of a

bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Sub-Clause 13.6.

E. Bid Opening and Evaluation

20. Opening of Bid by Employer

20.1 The Employer will open the Bid 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 online 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 up to 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 bid security, 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. No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 18. Soft copies of such bids shall be sent to the archive unopened. However, opening of bid, whether or not accompanied with the bid security and/or Integrity Pact, 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 the Employer, the Integrity Pact (if required) will be signed by its representative at the time of the Bid Opening. One original part of the Integrity Pact will be retained by the 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 **Opening of Softcopy of Bids**

Technical Part of the bids shall be opened first after opening of Hard Copy documents.

Bid Opening Committee shall record availability of Valid Bid Security during technical part of bid opening in remarks column of bid opening statement in portal as follows:

a) Bidders who have submitted valid bid security or bid security exemption document as per ITB clause 13 in Hard copy: Bid opening committee shall record details and mention " Valid Bid Security/exemption Submitted in hard copy"

b) For MSE bidders who have not submitted hard copy bid, if bidder has submitted Scan Copy of Valid MSE document in portal: Bid opening committee shall record "Valid Bid Security Exemption Submitted in soft copy"

The Technical Bid opening statement shall then be locked in the Technical Part and the Bid opening committee shall proceed for Price Bid opening in portal.

c) Price part of all bidders shall be opened electronically in portal after opening of techno-commercial part.

d) The bidders' names, the Bid Prices, as per prices filled in by bidder in ITEMS Tab of portal will become viewable at the time of opening of bids in the Bid Opening Statement generated in portal. The same would not be construed to determine the relative ranking amongst the Bidders, or the successful. Bidders to note that notwithstanding the prices quoted by the bidder in the Items Tab, the Purchaser reserve the right to correct the prices for purpose of evaluation and award in accordance with the provisions of bidding documents and prices filled up in price schedule (excel file of Volume-III).

20.5 Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

Bid Opening Statement generated in portal shall be visible to all bidders in their login after completion of Bid opening in portal.

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), (g), (k), (l) ,documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 5.5 or 13.1, documentary evidence with regard to MSE owned by SC/ST entrepreneurs **or women** in line with Public Procurement Policy for MSEs 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. 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 {'Information regarding ex-employee(s) 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.

21.2 The Purchaser may obtain historical Data/Facts with regard to general compliance with the bidder documents for any of the bidder through clarification or its own sources or from other record & same shall be considered for evaluation of the bid of that bidder. However, bidders may note that this does not dilute their responsibility to submit a complete and responsive bid comprising all the documents as requested as per the provision of bidding documents /or sought subsequently through clarification.

22. Preliminary Examination of Bid

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 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 bid will be considered as incomplete bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened. Such bids will be rejected during preliminary examination.

However, in case of MSEs who are exempted from submission of bid security in line with ITB 13.1, non-submission of hard copy part shall not lead to outright rejection of the bid, but 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 3 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-3 and/or in the Bid Form, Technical 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 the 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's 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 Condition of Contracts: (Governing Law), (Terms of Payment), (Performance Security), (Taxes and duties), (Completion Time Guarantee), (Defect Liability), (Functional Guarantee), (Patent Indemnity), (Limitation of Liability), (Settlement of Disputes), (Arbitration) 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-3: Deviations

III. Technical Data Sheet

IV. Any other part of the bid

Contents of the document at Sr. No. I above will have overridden 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

No criteria kept as package is Limited Tender

24. Evaluation of Techno - Commercial Part

24.1 The Employer will carry out a detailed evaluation of the bids of the 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 Technical Specifications; deviations from the Technical Specifications as identified in Attachment 3 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) Achievement of specified performance criteria by the goods and related services

(c) Compliance with the time schedule called for in Condition of Contract and evidenced as needed in a milestone schedule provided in the bid;
Time schedule (program of performance)
The plant and equipment covered by this bidding shall have the 'Taking Over' by the Employer after successful Completion within the period specified in **BDS**. Bidders are required to base their prices on the time schedule called for in Condition of Contract or, where no time schedule, on the Completion date(s) given above. No credit will be given to earlier completion. Bids offering completion beyond the specified period are liable to be rejected.

(d) ~~type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services~~

(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.

24.2 ~~Where alternative technical solutions have been permitted and offered in Attachment 7 to the bid, the Employer will make a similar evaluation of the alternatives, which will be treated in the technical and commercial evaluations as if they were base bids. Where alternatives are not permitted, but have in any event been offered, they shall be ignored.~~

24.3 ~~**Demonstration:** The short-listed bidders who meet the qualifying requirements shall be called for Demonstration of their Instruments. The intimation for Demonstration to qualified parties shall be intimated offline only. This information shall not be available on e-portal. The bidder has to arrange the demonstration of the offered equipment at a specific substation of POWERGRID , WR-II. Demonstration shall be at the risk and cost of the bidder.~~

25. Not used

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 Price Part

27.1 The Employer will examine the Price Part 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 Bid 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 or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

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).

Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

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. The rate and amount so ascertained by the Employer shall prevail.

The Bidder should ensure that the prices furnished in various Price Schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Employer shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

27.3 The comparison shall be on the total price (after discount) and considering applicable discount offered by the bidder in different manner as described in ITB clause 11.4.1, if applicable

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), 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 Technical Specifications:

(a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in the evaluation of Bid, and other deviations and omissions not so identified.

(b) the functional guarantees of the facilities offered.

Bidders shall state the functional guarantees (e.g., performance, efficiency, consumption) of the proposed facilities in response to the Technical Specifications. The plant and equipment offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Technical Specifications to be considered responsive. Bids offering plants and equipment with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

(c) the performance of the equipment offered.

Bidder shall state the guaranteed performance or efficiency of the Equipments, named in the **BDS**, in response to the Technical Specifications. Equipment offered should have a minimum (or a maximum, as the case may be) level of guarantee specified in the Technical Specifications to be considered responsive. Bids offering plants and equipment with guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

(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 price adjustment provisions of the Conditions of Contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

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, contractual and technical 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) Functional Guarantees of the facilities

For the purposes of evaluation, the adjustment specified in the Technical Specifications will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder, below (or above) either a norm of one hundred (100) or the value committed in the responsive bid with the most performing functional guarantees, as specified in the Technical Specifications.

(c) Performance Guarantees of the Equipments

For the purposes of evaluation, the adjustment specified in the **BDS** will be added to the bid price.

(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. At this stage Bidders considered nonresponsive as per ITB 22.4 & ITB 24 shall not be ranked. Reason for considering nonresponsive shall be properly recorded by Evaluation Committee. Only responsive bidders shall be ranked (L1, L2, L3 etc.) based on clauses ITB 27.1 to 27.6 on the basis of lowest evaluated bid price.

27.7 As the subject tender has been invited in the single stage single envelope format i.e. technical and price bids are opened simultaneously, therefore employer at his discretion may adopt following methodology for the evaluation of bids : employer can determine the preliminary ranking of the bidders based on their evaluated prices (as per clause 27 of ITB) and carry out preliminary & detailed evaluation of preliminary ranked L-1 bidder and bidders falling in the zone of consideration of purchase preference (if any). In case L-1 bidder fails to meet the requirement

(technical or commercial or responsiveness with respect to compliance of bidding document as per ITB clause 22 & 24) of bidding document, evaluation of next best preliminary ranked bidder may be done. The process shall repeat until a technically & commercially responsive bidder is emerged who shall be declared as technical, commercially responsive L-1 bidder.

28. Purchase/Domestic Preference

28.1 Purchase Preference as admissible under the policy of Government of India in vogue will be allowed to Central Public Sector Enterprises in evaluation and comparison of bids.

29. e-Reverse Auction (e-RA)

29.1 The electronic Reverse Auction (e-RA) shall be conducted for further reduction in the price in the manner as indicated herein below. (NA)

29.2 The detailed procedure shall be indicated in BDS.

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 bidder. This shall, however, be subject to assessment that may be carried out, if required, by the Employer. The Employer shall be the sole judge in this regard.

31.2 Prior to award of the contract POWERGRID reserves the right to verify any or all of Documents submitted in the bidding, with their originals. The bidder shall produce the originals for verification by POWERGRID at POWERGRID Office location stipulated in the BDS at their own cost and without any liability whatsoever to POWERGRID. In case of non-fulfillment of the above requirements, POWERGRID reserves the right to reject the bid of the bidder.

Before award of Contract, POWERGRID reserves the right to ask a bidder to submit bar chart covering major works under the subject package, list of Tools & Plants and Manpower and resources proposed to be deployed to complete the work in schedule time, in case of award. The bidder is bound to submit the same as per the requirement of POWERGRID.

31.3 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 his bid security forfeited.

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

31.4 The Employer reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.

The award shall be made in one contract covering all Goods and Related Service.

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 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 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Employer will promptly discharge the bid securities, pursuant to ITB Sub-Clause 13.4 & 13.5.

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 for 10% (Ten percent) of the contract price in the form provided in, Sample Forms and Procedures, of the Bidding Documents. The performance security of a joint venture shall be in the name of the joint venture.

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 and forfeiture of the bid security, 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, submissions 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" means

(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 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) ----