

## **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 Updation/Modification/Amendment<sup>1</sup> thereof 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.powergridindia.com](http://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 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 Delhi shall have exclusive jurisdiction.

Including Amendment on "Capacity & Capacity Assessment -regarding new parties undertaking erection work of Transmission Line Tower Packages", on "Ineligibility of Firms for Participation in the Bidding Process "and on "Black-Listing of Firms / Banning of Business"

## 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** intends to use domestic funding (Owner's Internal Resources/Domestic Borrowings/Bonds) for this Project.

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. This Invitation for Bids is open only to the eligible bidders to whom Bidding Document has been issued.

#### 3. Eligible Services

- 3.1 For the purposes of these Bidding Documents, the words "facilities," etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.

4. **Cost of Bidding:** Bidding document are issued 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

3. Form of Notification by the Employer to the Bank

4. Form of 'Notification of Award of Contract'

5. Form of Contract Agreement

5.1 Appendix-1: Terms and Procedures of Payment

5.2 Appendix-2: Price Adjustment

5.3 Appendix-3: Insurance Requirements

5.4 Appendix-4: Time Schedule

5.5 Appendix 5 List of Approved Subcontractors

5.6 Appendix 6 Scope of Works and Supply by the Employer

5.7 Appendix-7: Contract Co-ordination Procedure

5.8 Appendix-8: Break-up of Contract Price for On-Account Payment Purpose

6. Performance Security Form

7. Form of Taking Over Certificate

8. Form of Authorisation Letter

9. Form of trust receipt for Plant, Equipment and materials received

10. Form of Extension of Bank Guarantee

11. Format for Evidence of Access to or Availability of Credit/ Facilities

12. Form of Operational Acceptance

13. Form of Safety Plan to be submitted by the Contractor within Sixty days of Award of Contract

Volume-II: MWC, Technical Specification, Scope of Work

Volume-III: *Bid Form & Bill of Materials (Head-wise) [Bill of Materials is only for reference of the Bidders and not for submission of their Prices as the Prices of various Line Items under different Heads are to be submitted by the Bidders on-Line].*

- 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 "Technical Specifications".

## 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**. 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.
- 6.2 The Bidder is advised to visit and examine the site where the facilities/services are to be installed/supplied 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 supply and installation of the facilities. The costs of visiting the site shall be at the Bidder's own expense.
- 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**.

## 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.

### 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) Bid Security (in Original) **or Online Payment Acknowledgement towards Bid Security** or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II in separate envelope,
- (ii) Power of Attorney as per Clause 9.3 (b),
- (iii) **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.

- (i) The Electronic Form/Template of the bid, as available on the portal, shall be duly filled.
- (ii) Programmed file - Attachments (Attachments & Bid Form including attachment to QR) in MS Excel format & its revision covering various attachments and bid form for Techno commercial bid and Price Bid filled against the line items online on the portal <https://etender.powergrid.in> alongwith Bid Price Summary
- (iii) Scanned copies of all the documents mentioned at 15.4 of ITB.

9.1 The bid shall be submitted by the Bidder under “Single Stage - Single Envelope” procedure of bidding.

- (a) Bid Form duly completed and signed by the Bidder, together with all Attachments as uploaded on the portal <https://etender.powergrid.in> and identified in ITB Sub-Clause 9.3 below. Second Envelope (Price) Bid is to be filled on-line for prices against the various Line Items under different Heads on the portal <https://etender.powergrid.in> alongwith Bid Price Summary.
- (b) Hard copy of the following documents submitted at the address mentioned at 1.1 above:
  - i) **Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security** or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II in separate envelope,
  - ii) Power of Attorney as per Clause 9.3 (b);
  - iii) **Any other document further specified in the BDS duly signed and stamped on each page.**

9.2 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 bid:

- (a) Attachment 1: Bid Security or Online Payment Acknowledgement towards 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 and Online Payment Acknowledgement towards Bid Security )

A bid security or Online Payment Acknowledgement towards 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.

Bidder shall submit the hard copy of the Bid Security in original or a copy of Online Payment Acknowledgement towards Bid Security or copy documentary evidence in support of exemption of Bid Security.

- (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 and Qualifications (Uploading of Scanned Copies of documentary evidence in support of Bidder’s qualification.

In the absence of prequalification, documentary evidence establishing that the Bidder is eligible to bid in accordance with ITB Clause 2.

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.

The documentary evidence defining i)the constitution or legal status; (ii) The principal place of business; (iii) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms);(iv)In support of meeting the Technical/work experience, self-certified copy of Contract/ Award Letter and Utility Certificate.

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

However, if the bidder resorts to unethical practices inter-alia including misrepresentation 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 Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

(d) Attachment 4: Deviations

In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in Attachment 4 to the bid. The Bidder is required to provide the cost of withdrawal for such deviations. However, the attention of the bidders is drawn regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents.

(e) Attachment 5: Information regarding ex-employees of Employer in Bidder's firm.

(f) Attachment 6: Not Applicable

(g) Attachment 7: Declaration regarding Social Accountability

(h) Attachment 8: Work Schedule

(i) Attachment 9: Information for E-payment, PF details and declaration regarding /Small & Medium Enterprises

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

(j) Attachment 10: Additional Information (*uploading of Scanned Copy, as applicable*)

(i) Certificate from their Banker(s) (as per prescribed formats in Section-VI: Sample Forms and Procedures) indicating various fund based/non fund based limits sanctioned to the Bidder and

the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders' Bankers.

(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) Detailed information regarding previous transgressions of Integrity Pact that occurred in the last 10 years with any other Public Sector Undertaking or Government Department or any other Company, in any country.

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

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

(k) Attachment 11: deleted

(l) Attachment 12: Declaration (Declaration of Key Managerial Person and Power of Attorney holder)

## **10. Bid Form and Price Schedules**

10.1 The Bidder shall complete / fill the Price Bid on-line for prices against the various Line Items under different Heads on the portal <https://etender.powergrid.in> alongwith Bid Price Summary, as indicated therein, following the requirements of ITB Clauses 11 and 12.

## **11. Bid Prices**

11.1 Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire facilities 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. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services 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 4 of its bid. The Bidder is required to provide the cost of withdrawal for such deviations.

11.3 Price Bid filled against the line items online on the portal <https://etender.powergrid.in>.

11.4 Price in <https://etender.powergrid.in> shall be grouped in the following Heads:

- i. Ex-works Price of Plant and Equipment (including mandatory Spares) to be supplied;
- ii. Local Transportation, Insurance and other incidental services charges applicable for supply of Plant & Equipment;
- iii. Installation Services;
- iv. Taxes and Duties amount

Bidders shall note that the plant and equipment included in (i) above exclude materials used for civil, building and other construction works. All such materials shall be included and priced under (iii). Installation Services.

11.5 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. Plant and equipment including mandatory spares, shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) basis shall also be quoted in 11.4(i) e-tender portal.

Further, in case of imported Equipments/items offered as "Off the Shelf" or dispatched directly from the Indian Port of disembarkation, the price of such Equipments/items shall be inclusive of all cost as well as any duties paid/payable in relation to import of such goods (viz., customs duties, GST & levies etc.)

considering and taking into account the ITC as may be available under the applicable laws including GST.

The price quoted in respect of all items in the above schedule shall be excluding GST applicable on transaction between the Employer and the Contractor.

- b. Local/inland transportation, In-transit insurance, loading and unloading of the Plant and Equipment including mandatory spares to be supplied shall be quoted separately in Schedule 2, as composite supply of services, with local/inland transportation being the Principal Supply. It is the Employers understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, loading and unloading 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 Bidders account and Employer shall not reimburse any GST on this account.
- c. Installation Charges shall be quoted separately (Schedule 3) 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. The price quoted in respect of all items in the above schedule shall be excluding GST.
- d. **To facilitate the bidders, Employer has indicated an HSN/SAC code and rate of GST against each item on the portal <https://etender.powergrid.in>. 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 columns provided. 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.**
- e. **Total GST on Supply of Services shall be indicated in <https://etender.powergrid.in>**

- f. **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.**
- g. **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.**
- h. The bidder shall fill up-their response only against the Line items available on the portal, Taxes and Discount (if any), 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.

11.5.1 To enable the bidders for effecting reductions in the prices already filled up against the line items online on the portal by way of discounts, following two options are available on the portal:

i) Discount on Item level

In this case, bidder can effect the reductions by filling up the discount on lump sum basis against line items itself, in the "Item Tab" available on the portal.

ii) Discount on Header level

In this case, bidder can effect the reductions by filling up the discount on percent basis in the "Header Discount Tab" against the various head (i.e. Ex-works Price, Installation Services etc.) available on the portal.

The offered discount by the Bidder, if any, shall be calculated automatically and will reflect in the Bid Price Summary.

The Bidder may note that in case against a single Head, he chooses to offer multiple discounts (i.e. on Item level as well as on Header level), the Discount on Header level shall be applicable on the item level discounted price of the said head.

Bidders may note that as per the provisions available on the portal, it does not allow any discount on Freight & Insurance (F&I) charges quoted by them at any level.

**12. Bid Currencies**

12.1 Prices shall be quoted in Indian Rupees Only.

**13. Bid Security**

13.1 The 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 District Industries Centers (DICs) or Khadi & Village Industries Commission (KVIC) or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of , Small and Medium Enterprises are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for and Small Enterprises (MSEs) order 2012. This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above.

13.2 **The bid security shall, at the bidder’s option, be in the form of a crossed bank draft/pay order /banker’s cheque in favour of Employer as stipulated in BDS or a bank guarantee from a reputed bank selected by the bidder.** The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid security shall remain valid for a period of thirty (30) days beyond the original bid validity period, and beyond any extension subsequently requested under ITB Sub-Clause 14.2.

The Bid Security shall be in favour of Power Grid Corporation of India Limited payable at New Delhi.

**Alternatively, if bid security is to be submitted in favor of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- <https://epay.powergrid.in>, a link of which is provided on the POWERGRID website [www.powergridindia.com](http://www.powergridindia.com). While making online payment towards Bid Security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:**

<b>Payment Category</b>	<b>EMD</b>
<b>Sub-category</b>	<b>EMD payment-CC#</b>
<b>Name of Depositor</b>	<b>Name of the Bidder ( <i>name of the</i></b>

	<i>Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids</i>
<b>Vendor Code, if applicable</b>	<b>POWERGRID vendor code of the bidder, if existing (vendor code of the Sole bidder or the lead partner of the Joint Venture)</b>
<b>Payment Remarks</b>	<b>Bid Security for ..... [enter the name of the package]</b>

**The copy of ‘Online Payment Acknowledgement – Suppliers’ generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.**

- 13.3 Any bid not accompanied by an acceptable bid security or Online Payment Acknowledgement towards Bid Security (along with the bid or subsequently pursuant to ITB Clause 21.1), **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 33 are furnished to the satisfaction of the Employer.
- 13.6 The bid security may be forfeited
- (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 –4 Declaration of the Bid; or
  - (c) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or
  - (d) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the

place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post - bid discussion; or

- (e) 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 32 if applicable, or
  - (ii) to furnish the required performance security(ies), in accordance with ITB Clause 33 and/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 180 (one hundred and eighty) days after the date of opening of Bid, 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. 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:

- (i) The Electronic Form/Template of the bid for Techno-Commercial, as available on the portal and Price Bid filled against the line items online on the portal <https://etender.powergrid.in> alongwith Bid Price Summary, shall be filled.

These Electronic Forms/Templates and Bid Price Summary 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) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security in accordance with clause 13 of ITB, Section-II in separate envelope
- b) Power of Attorney as per Clause 9.3(b);
- c) Any other document further specified in the BDS duly signed and stamped on each page.

Bidders are advised to view print preview and Bid Price Summary at their end before final submission of bids so that any discrepancy can be corrected before final submission of bid by the bidders.

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.

Bidders may please note that prices against the line items are to be filled 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 deleted

15.4 The List of following documents shall be scanned & uploaded on the portal as per table given below:

<b>S. No.</b>	<b>Description of Documents</b>	<b>Name of File to be uploaded on the portal</b>
1.	Power of Attorney	poa.pdf
2.	Constitution of legal status	legal.pdf
3.	Copy of PAN card	PAN.pdf
4.	Copy of Partnership Deed/ affidavit for Proprietorship/ Company MoA and AoA or Certificate of Incorporation, as applicable.	incorporation.pdf
5.	Technical/ work Experience certificate issued by utility	techexp.pdf
6.	Financial Balance Sheets (for last five years)	balsheet.pdf
7.	Guarantee Declaration	guarantee.pdf
8.	Documentary Evidence for Base Price Indices	pvindex.pdf
9.	Cancelled Cheque	cheque.pdf
10.	MSE_registration certificate	MSE_registration Certificate.pdf
11.	MSE owned by SC/ ST	MSE_SC-ST certificate.pdf
12.	MSE owned by women	MSE_Women certificate.pdf
13.	<b>Online Payment Acknowledgement towards Bid Security</b>	<b>Bid_Security_receipt.pdf</b>
14.	Other Documents	other.pdf

1. The various documents are to be uploaded with the help of 'ATTACH' button provided at relevant section of Attachment-QR sheet of Volume-III, Attachment.xls.
2. Bidder may put three(03) characters suffix for each file preceded by an 'under score' for their identification. (Example- poa\_xyz.pdf)
3. In case more files 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.....).
4. 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 ..... )
5. 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) Bid Security **or Online Payment Acknowledgement towards Bid Security**, Power of Attorney, duly marked in the following manner.

Envelope - 1: Bid Security/ Online Payment Acknowledgement towards Bid Security/ documentary evidence in support of exemption of Bid Security

Envelope -2 : Power of Attorney, (refer para 15.1 above).

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 Bid Security or documentary evidence in support of exemption of Bid Security **or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security**, in original, shall be submitted in separate super scribed envelopes, one for Bid Security or documentary evidence in support of exemption of Bid Security alongwith Bid.

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

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."

In case, pursuant to Ministry of Finance, GOI's Circular dated 17<sup>th</sup> July, 2012, the Bank Guarantee is issued using SFMS Platform by the Bank's located in India, the copy of such Bank Guarantee shall be submitted by the bidder along with the First Envelope.

- 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 Bid Security in accordance with clause 13 of ITB, Section-II in separate envelope, Power of Attorney, 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.

- 17.2 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.

- 17.3 The Employer may, at its discretion, extend this deadline for submission of bids

## **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. 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.

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.

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, submission of Hard copy part after the deadline for submission of the same prescribed by the Employer in the BDS, 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.

## **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 bids 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. 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 Envelopes marked “Withdrawal” shall be opened first and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 19 shall be returned unopened.
- 20.3 No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 18.
- 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 and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be returned to the Bidder 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), (e) and (l), documentary evidence with regard to MSE owned by SC/ST entrepreneurs 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.

## **22. Preliminary Examination of Bids**

- 22.1 The Employer will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 22.2 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, or between subtotals and the total price, the unit or subtotal price shall prevail, 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 subtotal, total price or the total bid price, irrespective of the discrepancy between the amount 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, its bid will be rejected and the amount of Bid Security forfeited.

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).

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the same shall be considered in full on the Ex-works price component (by proportionately reducing Ex-works price of individual items), in case of award. Further, 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.

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.

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 HSN/SAC code and/or corresponding rate of GST "blank", the HSN/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 HSN/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.**

22.3 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 4 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 Clauses 24 and 25.

22.4 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-4 and/or in the Bid Form, Price Schedules & 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 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, conditionalities 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.

22.4.2 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 22.4, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:

- I. Covering Letter
- II. Bid Form
- III. Attachment-4 : Deviations
- IV. Price Schedule
- V. Technical Data Sheet
- VI. 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 VI above). Similarly,

contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III to VI above), and so on.

- 22.5 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. Conversion to Single Currency**

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

### **24. Technical Evaluation**

- 24.1 The Employer will carry out a detailed evaluation of the bids previously determined to be substantially responsive 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 and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- (a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 4 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 nonresponsiveness.
- (b) achievement of specified performance criteria by the facilities
- (c) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services
- (d) any other relevant factors, if any, listed in the **BDS**, or that the Employer deems necessary or prudent to take into consideration.

### **25. Commercial Evaluation**

25.1 The comparison shall be on the total price in Price Schedule Grand Summary

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 25.2 & 25.3.

25.2 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 25.3 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 Attachment 6 to the bid, and other deviations and omissions not so identified;
- (b) compliance with the time schedule called for in the corresponding Appendix to the Form of Contract Agreement and evidenced as needed in a milestone schedule provided in the bid;
- (c) the functional guarantees of the facilities offered;
- (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.

25.3 Pursuant to ITB Sub-Clause 25.2, 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, the price for withdrawal of deviations, **whether material or minor** shown in Attachment 4 of the bid will be used, if necessary. 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) 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 given in Appendix 4 to the Form of Contract Agreement (Time Schedule) or, where no time schedule is given in Appendix 4, on the Completion date(s) given above. No credit will be given to earlier completion. Bids offering completion beyond the specified period will be rejected.

(c) Functional Guarantees of the facilities

(d) Performance Guarantees of the Equipments

(e) 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.

25.4 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 22.2 shall remain unaltered.

**26. Purchase/ Domestic Preference**

26.1 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.

The firms, who are under the category of Micro and Small Enterprises (MSEs), shall be eligible for following preference for procurement under the Public Procurement Policy of GoI for MSEs, subject to production of documentary evidence with regard to registration with District Industries Centers (DICs) or Khadi & Village Industries Commission (KVIC) or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.

**27. e-Reverse Auction (e-RA): Not Applicable**

**28. Confidentiality and Contacting the Employer**

28.1 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.

28.2 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**

**29. Award Criteria**

29.1 Subject to ITB Clause 30, 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.

29.2 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 4 to the Techno-commercial part of bid 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.

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

29.3 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.

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

29.4.1 The award shall be made as follows:

- i. First Contract (Supply of Goods): For Ex-works supply of all equipments and materials including mandatory spares.
- ii Second Contract (Supply of Services): For providing all services i.e. inland transportation for delivery at site, In-transit insurance, unloading, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipments supplied under the "First Contract", and any other services specified in the Contract Documents.

Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.

### **30. Employer's Right to Accept any Bid and to Reject any or all Bids**

30.1 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.

**31. Notification of Award**

- 31.1 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.
- 31.2 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.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Employer will promptly discharge the bid securities.

**32. Signing the Contract Agreement**

- 32.1 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.
- 32.2 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.

**33. Performance Security**

- 33.1 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.

Alternatively, Security deposit shall be deducted from the running bill @10% until the amount so deducted equals the value of Security deposit, i.e. 10% of the contract price. In such case Earnest Money deposit shall be released only after deduction of full security deposit from running bill.

- 33.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 32 or Clause 33 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.

### 34. 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" 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) -----*