

INSTRUCTION TO BIDDERS (ITB)
FOR
WASTE WATER MANAGEMENT SYSTEM IN POWERGRID
TOWNSHIP AT SECTOR-43 AND SECTOR 46, GURGAON

SPECIFICATION NO. : CC/MM/HR-ADMN/WWM/604/2020



पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Power Grid Corporation of India Limited
(A Government of India Enterprises)

(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://pgcileps.buyjunction.in>, on line bid opening, evaluation and on contract award.)

INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1.1 The Employer is

**Power Grid Corporation of India Limited,
'Saudamini', Plot No.-2, Sector-29,
Gurgaon (Haryana) - 122001.**

- 1.2 This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.

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). Registration should be valid at the time of submission of bids as per ITB 12 and at the time of Notification of Award as per ITB 24.

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 in 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 of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process
- (ii) "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

(iii) 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 majority of the directors or to control the management or policy decisions 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 relevant 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 allowed 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.

"Further, 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) order dated 28/07/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any"

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	To be determined on case to case basis
4.	Substantial portion of works (<i>more than 50% of the Contract*</i>) is sub-contracted, under an existing Contract	1 year
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 (<i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i>)	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 on the aforesaid event(s) shall be final and binding.

- 1.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (i) they have a controlling partner in common; or
- (ii) they receive or have received any direct or indirect subsidy from any of them; or
- (iii) they have the same legal representative for purposes of this bid; or
- (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (v) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 6.3. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or
- (vi) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid; or
- (vii) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.

B. THE BIDDING DOCUMENTS

2.0 CONTENT OF THE BIDDING DOCUMENTS:

- 2.1 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:

Section I	Invitation for Bids (IFB)
Section II	Instructions to Bidders (ITB)
Section III	Qualification Requirements (QR)
Section IV	General Conditions of Contract (GCC)
Section V	Sample Forms
Section VI	Technical Specifications & Scope of Work (TS)
Section VII	Bid Forms & its Attachments (<i>for Envelope-1</i>)
Section VIII	Price Schedules (<i>for Envelope-2</i>)

2.2 Scope of Work

- 2.2.1 The Scope of work includes Implementation of waste water management system in POWERGRID Township at sector-43 and sect-46, Gurgaon.
- 2.2.2 The detailed scope of work is given in the **Section-VI Technical Specification & scope of work** of the Bidding Documents.

2.2.3 General information on nature of work, location of work sites, transportation/communication/medical facilities etc. may be obtained by bidder by doing site survey. The contract will be a unit price contract.

2.2.4 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, for suitable remedial 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.

2.3 All the Bidders except those exempted pursuant to ITB Sub-Clause 2.4 shall submit along with the hard copy part of bid a nonrefundable fee of **Rs.2,000/- (including GST)** towards the cost of Bidding Documents in the form of demand draft in favour of Power Grid Corporation of India Ltd., payable at New Delhi/Gurgaon.

Alternatively, the nonrefundable fee towards the cost of the Bidding documents 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. While making such online payment, the bidder shall choose Segment as “Suppliers” and fill in details as follows:-

Payment Category	Tender fee
Sub-category	Tender fee payment-CC
Name of Depositor	Name of the Bidder (<i>name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids</i>)
Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing (<i>vendor code of the Sole bidder or the lead partner of the Joint Venture</i>)
Payment Remarks	Tender fee for [<i>enter the name of the package</i>]

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.

Bidder’s failure to submit nonrefundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through POWERGRID ONLINE PAYMENT UTILITY or subsequently pursuant to ITB Clause 16, except as exempted in ITB Sub-Clause 2.4 below, shall lead to outright rejection of the Bid.

2.4 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 **Udyam Registration**

or any other body specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, **Notification dated 01/06/2020 read in conjunction with related notifications issued from time to time for such enterprises.** This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above **in accordance with the relevant notifications/orders.**

3.0 CLARIFICATION OF BIDDING DOCUMENTS

- 3.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer through the provisions made on the portal <https://pqcileps.buyjunction.in>. However, bidder may also 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.

The Employer will respond through the portal <https://pqcileps.buyjunction.in> to any request for clarification or modification of the Bidding Documents that it receives no later than **Fifteen (15) days** prior to the original deadline for submission of bids prescribed by the Employer.

- 3.2 The Bidder is advised to visit and examine the site where the facilities are to be installed/services to be rendered and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the subject work. The costs of visiting the site shall be at the Bidder's own expense.
- 3.3 The Bidder and any of its personnel or agents will be granted permission by POWERGRID to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

4.0 AMENDMENT OF BIDDING DOCUMENTS

- 4.1 At any time prior to the deadline for submission of bids, POWERGRID may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.
- 4.2 The amendment will be notified only through the <https://pqcileps.buyjunction.in> regarding the notification of amendment shall also be sent by the portal directly to all the prospective bidders who have downloaded the Bidding Documents as per the provisions of the Portal. The amendments to the Bidding Documents will be binding on the bidders and the notification of the amendment through portal, sent to the prospective bidders, shall be deemed to be construed that such amendment(s) to the Bidding Documents have been taken into account by the Bidder in its bid.

- 4.3 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://pqcileps.buyjunction.in> where all prospective bidders 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://pqcileps.buyjunction.in> as per the provisions available therein, before such extended deadline.

C. PREPARATION OF BIDS

5.0 LANGUAGE OF BID

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.

6.0 DOCUMENTS COMPRISING THE BID

I. Hard Copy Part

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

- (a) **DD or Online Payment Acknowledgement** towards Bidding Document fee of the amount as specified in the in accordance with clause 2.3 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 2.4;
- (b) **Bid Securing Declaration as per Attachment-15 of the Bid Forms**, in separate envelope in accordance with clause 8.0.
- (c) 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.
- (d) Integrity Pact in **Original** in separate envelope as per 6.2(h).
- (e) Bidders shall also submit Affidavit of Self certification regarding Minimum Local Content, duly signed and stamped on each page giving the percentage of Local Content, if applicable, in line with PPP-MII Order and Ministry of Power (MoP) order.
- (f) Any other relevant document.

II. **Soft Copy Part**

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

(a) As part of First Envelope

- (i) The Electronic Form/Template of the bid for First Envelope (Techno-Commercial), as available on the portal, shall be duly filled.
- (ii) Programmed file -Attachments (Attachment to Bid Form including attachment to QR) in MS Excel format & its revision covering various attachments, Integrity Pact and bid form for first envelope;
- (iii) Scanned copies of all the documents mentioned at 10.2 below.

(b) As part of Second Envelope

- (i) The Electronic Form/Template of the bid for Second Envelope (Price - Part) covering details regarding summary of price details.
- (ii) Price Schedules & Bid Forms in MS excel format & its revision covering price schedules and bid forms for Second Envelope.

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

First Envelope:

- (a) Bid Form duly completed and signed by the Bidder, together with all Attachments as uploaded on the portal <https://pqcileps.buyjunction.in> and identified in ITB Sub-Clause 6.0 (II) (a) above.
- (b) Hard copy of documents identified in ITB Sub-Clause 6.0 (I) above and to be submitted at the address mentioned at 1.1 above.

Second Envelope:

- (a) Second Envelope (Price) Bid is to be filled on-line for prices against the various Line Items under different Heads on the portal <https://pqcileps.buyjunction.in> along with Bid Price Summary.

6.2 Bidder shall submit soft copy of following documents by uploading on the portal <https://pqcileps.buyjunction.in> and Hard copy of documents wherever stipulated in the manner specified in ITB Clause 6.1 above along with its Techno - Commercial Part (First Envelope):

- (a) Attachment 1: **Not applicable.**
- (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 9.

Scanned copy of above documents shall be uploaded. (refer para 10.2 below)

- (c) Attachment 3: Bidder's Eligibility and Qualifications (*Uploading of Scanned Copies of documentary evidence in support of Bidder's qualification*)

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Employer's satisfaction that the Bidder has the financial, technical and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in Section-III Qualifying Requirement and shall also include:

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 experience, self-certified copy of Contract/ Award Letter and Utility Certificate.

Declaration for anticipated change in legal structure/ ownership, if any.

The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid. The Bidder shall also furnish documentary evidence/ declaration regarding financial re-structuring of the company, if any.

If the opening of the bids pursuant to ITB Clause 15 or the ascertainment of qualification pursuant to ITB Clause 18.1 is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to ITB Sub-clause 16, the Bid shall be rejected.

[Note I. *In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being*

consolidated with its Group/ Holding/ Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

Note II. *Similarly, if the Bidder happens to be a Group/Holding/ Parent company, the Bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above certifying that these information/documents are based on audited accounts, as the case may be.]*

- (d) Attachment 4: Items, Components, Raw Material, Services proposed to be sourced from Micro and Small Enterprises

The bidder shall furnish the details of the items, components, raw material, services which they propose to buy/avail from Micro and Small Enterprises for the purpose of completion of works.

- (e) Attachment 5: Deviations

In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in Attachment 5 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 17.3 regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents.

Bidder's attention is also drawn to the provisions of ITB Sub-Clause 17.3.1.

- (f) Attachment 6: Information regarding ex-employees of Employer in Bidder's firm.
- (g) Attachment 7: Declaration regarding Social Accountability
- (h) Attachment 8: Integrity Pact (*submission of Hard Copy in Original*)

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

The required Integrity Pact is automatically generated as Attachment 8-Integrity Pact in the file Attachment (in Excel format). Bidders shall take print out in two copies discussed above and as explained in the Attachment 8-Integrity Pact.

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

Bidder's failure to submit the Integrity Pact duly signed in Original along with the Bid or subsequently pursuant to ITB Sub-Clause 16 shall lead to outright rejection of the Bid].

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

In this Attachment, the Bidder is required to furnish the other information as above

- (j) Attachment 10: Undertaking regarding proof of PF, ESI & GST registration with concerned statutory.

Scanned copy of above documents shall be uploaded

- (k) Attachment 11: Additional Information (*uploading of Scanned Copy, as applicable*)

(i) Certificate from their Banker(s) (as per prescribed formats in Forms, Section-VII: 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 Bidder's 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 or any partner of JV may result in rejection of Bid.

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

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

Scanned copy of above documents shall be uploaded.

- (l) Attachment 12: Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII Order and MoP order, if applicable (*submission of Hard Copy in 'Original'*), to be submitted on a non-judicial stamp paper of Rs. 100/-.

In line with the PPP-MII Order and MoP 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 and MoP order.

Further, Self certification submitted by the Bidder may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact.

Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate.

- (m) Attachment 13: Certification by the Bidder as per DoE Order in line with ITB Clause 1.2 (In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture)
- (n) Attachment 14: Declaration by the Bidder regarding events encountered pursuant to ITB Clause 1.2 (In case of a Joint Venture bid, the declaration shall be given by all partners of the Joint Venture)
- (o) Attachment 15: **Bid Securing Declaration to be submitted by the Bidder.**
- (p) Attachment 16: Declaration.

6.3 Alternative bids shall not be permitted

7.0 **BID PRICE:**

7.1 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-5 of its bid. The Bidder is required to provide the cost of withdrawal for such deviations.

7.2 Bidder shall quote their prices as per BOQ. The quoted rates are exclusive of GST. The quoted price shall include inter-alia, all costs such as cost of necessary materials, their transportation to site, cost towards tools, equipment and machineries including cost of personnel that may be required for successful completion of the work as per the Tender/Bid Documents, including cost of site arrangement, overheads, insurance, whatsoever, as stipulated in the bidding documents for the total scope of work including all applicable taxes, duties and levies for all transactions between the Contractor and his Sub – Contractors. No claim on account of any taxes, duties or other levies or any interest therein shall be entertained by POWERGRID. Contract

Price shall however be excluding GST for all transactions between the Contractor and POWERGRID.

Price Basis

- 7.3.1 The bid price shall include all the costs for the entire scope of work as **per Technical specification, Scope of work and B.O.Q.** Bids based on a system of pricing other than that specified above shall be rejected.
- 7.3.2 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) The prices quoted in **the price schedules for the subject Package** shall include rates and prices for all labour, Contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, etc. wherever identified in the Bidding Documents as necessary for the proper execution of all services/scope of work. **The price quoted in respect of all items in the above schedule shall be excluding GST.**

While quoting the rates, the bidder shall take into consideration the quantity of consumables and all non-consumable items and deployment of manpower required for the work. The Bidder will have to meet the requirement as specified in the bidding documents.

- (b) Local/inland transportation, In-transit insurance, loading and unloading of the Plant and Equipment including mandatory spares to be supplied are required to be quoted separately as indicated therein **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, 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 Bidder's account and Employer shall not reimburse any GST on this account.

- (c) To facilitate the bidders, Employer has indicated an HSN/SAC code and rate of GST against each item in the Price Schedule/BOQ. 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/SAC code 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.

- (d) Total GST shall be indicated in the respective **price schedule**.
- (e) 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.
- (f) The Bidder shall include **In-transit** insurance charges in its bid prices. Bidder shall further note that the Employer shall not be liable to make any payment/reimbursement to the Contractor whatsoever for insurance of Contractor's Plant and Machinery.
- (g) Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Employer. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Employer will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect in Attachment 10 as per the format enclosed in the Bidding Documents.

Further, if issuance of the necessary certificate for availing such exemptions, reductions, allowances or benefits is permitted and is required to be issued by the Employer in line with the relevant policies, rules and procedures of Govt. of India in vogue, the same shall be considered for issuance by the Employer, provided the Bidder explicitly indicates in their bid that they have quoted prices after considering the applicable concessional duty/exemption. However, the Bidder alone shall be responsible for obtaining any benefits there from as may be admissible under Govt. policies/procedures and in case of their failure to receive such benefits, partly or fully, for any reason whatsoever, the Employer will neither be responsible nor be liable to compensate the Contractor, and the Employer shall have no financial liability on this account.

Where the Bidder has quoted taking into account such benefits, he must give all information required for issuance of such certificate in terms of the relevant notifications of the Govt. of India along with his bid in Attachment 10. In case bidder has not indicated such information or has indicated "to be furnished later on" in Attachment 10, the same shall be construed to mean that no benefit has been passed on by the bidder to the Employer, and the Employer shall not issue any certificate to the contractor for availing the same even if admissible.

- (h) 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.

7.3.3 Prices quoted by the Bidder shall be FIRM and FIXED. No price variation shall be applicable to the prices during the currency of the contract.

7.3.4 The bidder shall fill up only the marked cell (*shaded in green colour*) in the work sheets of respective schedules. Bidder shall not carry out any modification or

changes in any other cell. Required calculations will be carried out automatically in the respective work sheets of Price Schedules for the subject Package.

8.0 EARNEST MONEY DEPOSIT (EMD)/BID SECURITY

8.1 Bid Security shall not be applicable in this Package. All the Bidders shall submit as part of their bid, a Bid Securing Declaration in Attachment-15 of the Bid Forms.

8.2 Bidder's failure to submit an acceptable Bid Securing Declaration along with the bid or subsequently pursuant to ITB Clause 16, shall lead to his bid being considered nonresponsive in line with ITB Sub-Clause 17.4. The Bid Securing Declaration of a joint venture (*if applicable*) must be in the name of all the partners in the joint venture submitting the bid.

8.3 In case of dishonoring the conditions of Bid Securing Declaration as given below, the bids from such Bidders shall be considered as non-responsive for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within the specified period of non-responsiveness/ineligibility. This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Employer to this effect.

- (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 21.2; 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 25, or**
 - (ii) to furnish the required performance security(ies), in accordance with ITB Clause 26 and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 8.5.**

9.0 VALIDITY OF PROPOSAL:

9.1 Bids shall remain valid for the period of 6 (six) months after the date of opening of Techno - Commercial Part i.e. First Envelope. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.

9.2 In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. A Bidder may refuse the request, in which case provision of non-responsiveness in future packages as per ITB 8.3 shall not be applicable. A Bidder granting the request will not be required or permitted to modify its bid.

10.0 **FORMAT AND SIGNING OF BID**

10.1 The bidder shall prepare the bid in the manner indicated in ITB Clause 6.0 and submit the bid in the following manner:

First Envelope:

(i) **Soft copy of followings:**

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

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

(b) The soft copy of the bid consisting of the documents listed including relevant scanned documents 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.

(ii) **Hard copy of followings:**

(a) DD or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in the in accordance with clause 2.3 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 2.4;

(b) **Bid Securing Declaration as per Attachment-15 of the Bid Forms**, in separate envelope in accordance with clause 8.0.

(c) Power of Attorney as per Clause 6 (I) (c);

(d) Integrity Pact (in Original) in accordance with Clause 6 (I) (d) in separate envelope.

(e) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page.

(f) Any other relevant document duly signed and stamped on each page.

Second Envelope:

(i) **Soft copy of followings:**

(a) The Electronic Form/Template of the bid for Second Envelope (Price - Part) covering details regarding summary of price details.

These electronic forms/templates shall be viewable by all the participating bidders after opening of Second Envelope bids. Bidders to note that notwithstanding the prices quoted by the bidder in this electronic form, the Employer reserve the right to correct the prices for

purpose of evaluation and award in accordance with the provisions of bidding documents.

(b) The soft copy of the price schedules to be uploaded on the portal. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

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

S. No.	Description of Documents	Name of File to be uploaded on the portal
1.	Power of Attorney	poa.pdf
2.	Constitution of legal status	legal.pdf
3.	The principal place of business	principal.pdf
4.	The place of Incorporation or the place of registration and the nationality of the owner	incorporation.pdf
5.	Technical Experience certificate issued by utility	techexp.pdf
6.	Financial Annual Reports (for last five years)	balsheet.pdf
7.	Bank Certificate	bank.pdf
8.	Cancelled Cheque	cheque.pdf
9.	DD against Bidding Document fee	dd.pdf
10.	Bank Certificate	bank.pdf
11.	MSE owned by SC/ST entrepreneurs	MSE_SC-ST certificate.pdf
12.	MSE owned by women	MSE_Women certificate.pdf
13.	Online Payment Acknowledgement towards Bidding Document fee	Tender_fee_receipt.pdf
14.	Copy of Bid Securing Declaration in accordance with clause 8.0.	Bid_Security_dec.pdf
15.	Other Documents	other.pdf

D. SUBMISSION OF HARD COPY OF BIDS

11.0 SEALING AND MARKING OF BIDS

11.1 The Bidder shall upload the soft copy of the bid as per the provisions of the portal (refer para 10 above) and submit the hard copy dully marked First Envelope (Techno – Commercial Part) in the following manner.

Envelope – 1 : Bidding Document fee/Online Payment Acknowledgement towards Bidding Document fee/ documentary evidence in support of exemption of Bidding Document fee

Envelope – 2 : **Bid Securing Declaration as per Attachment-15 of the Bid Forms**, as part of First Envelope.

Envelope – 3 : Integrity Pact

Envelope – 4 : Power of Attorney, **Affidavit of Self certification regarding Minimum Local Content**, if applicable, Joint Venture Agreement (*if applicable*) and Power of Attorney of Joint Venture Agreement (*if applicable*) and any other documents as required (refer para 10 above) as part of First Envelope.

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.

12.0 **DEADLINE FOR SUBMISSION OF BIDS**

12.1 Soft copy of the bid shall be uploaded through the portal <https://pqcileps.buyjunction.in> at or before the submission time and date as stipulated in the bidding document. Hard copy of the Bid must be received by the Employer at the address specified under ITB Sub-Clause 1.1 no later than the time and date stated as below:

Deadline for Soft copy part of the bid submission is

Date: 15/02/2021; Time: 1100 hrs. [(E-procurement server time)].

Bid submission timelines will be defined as per the e-Procurement server clock only.

Deadline for submission of hard copy of Documents:

Date: 17/02/2021; Time: upto 11:00 hours [Indian Standard Time]

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.

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

12.2.1 Notwithstanding above, the Employer may, at its discretion, extend the deadline for submission of soft part of the bids from **1100 hrs (IST) to 1500 hrs (IST)** on the same day in case the bidder(s) faces difficulty in submission of bids on the e-Procurement portal even for reasons not attributable to the e-Procurement server. In such a case, the bidder(s) shall however, be required to send a written communication on the e-mail IDs mentioned below for the purpose before the deadline for submission of soft part of the bids i.e. 1100 hrs (IST) on the last day of the aforesaid deadline. Any

request received by the Employer thereafter i.e. beyond 1100 hrs (IST) or received prior to the day of deadline for submission of soft part of the bids shall not be entertained under any circumstances. The time of receipt of such communication on the e-mail IDs mentioned below shall govern for the purpose of determining whether or not the communication has been received prior to the deadline for bid submission as stipulated. The bidder(s) may also note that the above recourse shall, however, be adopted only once in the first such instance and no further extension on this account beyond 1500 hrs (IST) as above shall be given by the Employer.

The e-mail IDs for aforesaid purpose is as follows:

Emails: rkdadarwal@powergridindia.com
sknalini@powergridindia.com;
skmathur@powergridindia.com

13.0 **LATE BID**

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 not received by the Employer till the deadline for submission of the same prescribed by the Employer in the BDS, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with provisions of Bidding Documents. Such bids will be rejected during preliminary examination.

14.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

Bidder may modify its bids through the relevant provisions on the e-Procurement portal. 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.

- 14.1 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.
- 14.2 Bidder may withdraw its bid through the relevant provisions of the e-Procurement portal only.
- 14.3 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 9.0. Withdrawal of a

bid during this interval may result in the Bidder's **bids in future packages being considered non-responsive**, pursuant to ITB Sub-Clause 8.3.

E. BID OPENING AND EVALUATION

15.0 OPENING OF FIRST ENVELOPE

15.1 The Employer will open the Bid in public, including withdrawals and modifications in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Bidding Documents. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidder who has submitted their bid may view on line tender opening on the portal from their end. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded up to the appointed time on next working day.

Time and date for Bid Opening – First Envelope:

Date: 17/02/2021; Time: 11:30 hours (Indian Standard Time)

- 15.2 During the opening of bids, Envelopes marked "Withdrawal" shall be opened first.
- 15.3 For all other Bids, the bidders' names, deviation having cost of withdrawal, if any, the presence of bid security 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 the time of bid opening except for late bids. Soft copy of the bids shall be sent to archive unopened.
- 15.4 Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be returned to the Bidder unopened/sent to archive unopened.

16.0 CLARIFICATION OF BIDS

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 6.2 (b), (h), (l), (m), (n), (o), **Demand Draft or Online Payment Acknowledgement** towards the cost of Bidding Documents pursuant to ITB 2.3, the complete Annual Reports together with Audited statement of accounts pursuant to ITB Sub-Clause 6.2 (c) **and documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 2.4**, 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.

In case of non-submission of documents related to {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.

17.0 PRELIMINARY EXAMINATION OF FIRST ENVELOPE

17.1 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.

17.2 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 5 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 20.

17.3 Prior to the detailed evaluation, the Employer will determine whether each bid is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-5 and/or in the Bid Form 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.

17.3.1 Bids containing deviations from critical provisions relating to GCC Clauses 3.0 (Duration of Contract), 5.0 (Terms of Payments), 6.0 (Contract Performance Guarantee), 7.0 (Taxes & Duties), 9.0 (Liquidated Damages), 10.0 (Defect Liability Period), 11 (Insurance), 17 (Risk and Cost), 21.0 (Arbitration and Law), 22.0 (Social accountability - 8000 compliance) and Appendix 2 to the Form of Contract Agreement (Price Adjustment) will be considered as nonresponsive.

17.3.2 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 17.3, 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-5: Deviations
- III. 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 III above). Similarly, contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III above), and so on.

- 17.4 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.
- 17.5 **If a bidder does not submit Bid Form along with its first envelope bid, his bid shall be considered non-responsive on the ground of incomplete bid and summarily rejected during the preliminary evaluation.**

18.0 **QUALIFICATION**

- 18.1 The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the **Qualification Requirement** specified at **Section-III** of the bidding documents to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer's interpretation of the Qualification Requirement shall be final and binding.
- 18.2 **Notwithstanding the above, in case any of the event(s) as per ITB Clause 2.1 is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package.**

For the above purpose, the bidder shall also submit a declaration in Attachment 14.

- 18.3 The Bidder shall note that if at any stage, they have been found to resort to unethical practices inter-alia including any 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 Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate **inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with ITB 8.3.**
- 18.4 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

19.0 **EVALUATION OF TECHNO - COMMERCIAL PART (FIRST ENVELOPE)**

19.1 The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine the information supplied by the bidders, pursuant to ITB Clause 6, and other requirements in the Bidding Documents.

19.2 The Completion period shall be **4 Months** from the date of Notification of Award/Letter of award (NOA)/LOA.

POWERGRID reserves the right to foreclose the contract by serving one month notice at any point during currency of contract on the basis of un-satisfactory or poor performance.

20.0 **OPENING OF SECOND ENVELOPE**

20.1 The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 17 and 18. Such Bidders shall be intimated about the date and time for opening of Price Part i.e., Second Envelope of the Bids by the Employer. A negative determination of the bids pursuant to ITB Clause 17 and 18, shall be notified by the Employer to such Bidders and the Second Envelope submitted by them shall be sent to archive unopened.

20.2 The Employer will open Second Envelope i.e., Price Part at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of Second Envelope. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bid and found qualified as mentioned at para 19.1 above may view online tender opening on the portal from their end.

20.3 The bidder's names, the Bid Prices, including any alternative Bid Price or any discounts, and any such other details as per Electronic form filled in by the bidder on the portal will become viewable at the time of opening of bids. The prices and details as filled up in Electronic Form/Template by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section and considered for award of contract as provided in ITB Clause 22.

21.0 **EVALUATION OF SECOND ENVELOPE (PRICE PART)**

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

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

- 21.2 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).

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount or lumpsum 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. 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.

- 21.3 **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.

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

21.4 The evaluation shall be based on the evaluated cost “Evaluated Bid Price” 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-5 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.

21.5 **Purchase Preference as admissible under the policies of Government of India in vogue shall be as per [Annexure-A \(ITB\)](#).**

21.6. e-Reverse Auction (e-RA)- **NOT APPLICABLE**

F. AWARD OF CONTRACT

22.0 AWARD CRITERIA

22.1 Subject to ITB Clause 21, 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, further provided that the Bidder is determined to be qualified, as per the **Qualification Requirement** specified in **Section-III**. All decisions by POWERGRID on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.

22.2 The award shall be made in one contract covering all scope of work associated with subject package.

23.0 EMPLOYER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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.

24.0 NOTIFICATION OF AWARD

24.1 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 (NOA)/Letter of Award (LOA) will constitute the formation of the contract.

24.2 The Employer shall publish the results on its website, identifying the bid and Specification numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices displayed as per e-form at bid opening; (iii) name and

evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

25.0 **SIGNING THE CONTRACT AGREEMENT**

25.1 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.

25.2 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.

26.0 **CONTRACT PERFORMANCE GUARANTEE/ PERFORMANCE SECURITY**

26.1 Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for **3% (Three percent)** of the contract price as per GCC para 6.0 in the form provided in Section VII, Sample Forms, of the Bidding Documents.

26.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 25 or Clause 26 shall constitute sufficient grounds for the annulment of the award and the **bids submitted by such Bidder in future packages shall be considered non-responsive in line with ITB 8.3**, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.

27.0 **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 the **contractual rights or audit or access to information.**

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