

पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



पावरग्रिड

सम्प्रीति नगर, नारी रिंग रोड, उप्पलवाडी, नागपुर - 440 026

Sampriti Nagar, Nari Ring Road, Uppalwadi, Nagpur - 440 026

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पश्चिम क्षेत्र पारेषण प्रणाली- I क्षेत्रीय मुख्यालय / Western Region Transmission System - I, Regional Headquarter

द्वारा:- रजिस्टर्ड पोस्ट/पावती

दिनांक: 26.08.2019

संदर्भ संख्या: प.क्षे.पा.प्र.-1/पी.एम.एस./340/ 285

सेवा में,

श्री त्र्यंबक प्रभाकर शेष,

रा. शेषवाडी, पो. धायगुडा पिंपला,

ता. अंबाजोगाई, जि. बीड

पिन - 431517

विषय:- सूचना के अधिकार अधिनियम 2005 के अंतर्गत आवश्यक जानकारी।

महोदय,

आपका पत्र दिनांक 20.08.2019 जो इस कार्यालय में दिनांक 26.08.2019 को प्राप्त हुआ है।

आपके द्वारा आरटीआई आवेदन में चाही गयी जानकारी संविदा से संबंधित निर्देशो एवं विविध संविदा धाराओ पर आधारित है, इस कारणवश यह जानकारी आपको अंग्रेजी भाषा में प्रदान की जा रही है एवं इस पत्र के साथ अनुलग्नक - १ में संलग्न है।

उपरोक्त जानकारी से संबंधित यदि आपको कोई अपील करना हो तो उसे पीआईओ के उत्तर की प्राप्ति से 30 दिनों के भीतर अपीलीय अधिकारी को किया जा सकता है।

अपीलीय अधिकारी का पता-

डॉ. वी.के. खरे

कार्यपालक निदेशक प.क्षे.-1,

पावरग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड,

पश्चिम क्षेत्र-1,संप्रिती नगर, नारी रिंग रोड, पोस्ट -उप्पलवाडीनागपुर - 440026

दूरध्वनीक्रमांक- 0712-2641470, ईमेल: vkkhare@powergridindia.com

धन्यवाद


26/8/2019

(पंकज दलाल)

पब्लिक इंफारमेशन ऑफिसर

पावरग्रिड, पश्चिम क्षेत्र -1, नागपुर

दूरध्वनीक्रमांक 0712- 2641484

ईमेल : pankajdalal@powergridindia.com

प्रतिलिपि सादर सूचनार्थ: १) कार्यपालक निदेशक पश्चिम क्षेत्र -1 , २) मुख्यप्रबंधक , (संविदा एवं सामग्री) पुणे

स्वहित एवं राष्ट्रहित में उर्जा बचाएं / Save Energy for Self and Nation

पंजीकृत कार्यालय: वी-9, कुतुब इंस्टीट्यूशनल एरिया, कटवरिया सराय, नई दिल्ली - 110016 दूरभाष/ Tel: 91-11-26560121 / 2650112, तार- 'नेटग्रिड'
Registered Office: B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi - 110016 . फैक्स / Fax: 91-11-2571760 /2571848. Gram: 'NATRID'

Queries Raised by the bidder and its Reply:

By which rule, the catering work of Guest House is awarded / being awarded to Sh. Sambhaji Shep ?

Reply: Bids of the responsive bidders are evaluated based on the Bid evaluation criteria mentioned in bid documents, ITB Clause no. 8.0 i.e. Bids shall be evaluated on the basis of total bid price (including taxes, duties & levies) for the entire scope of work under as per the tender documents and the cost of withdrawal of deviation, if indicated by the bidder, 'or' cost compensation of the deviation taken by the Bidder. Contract shall be awarded based on the lowest liability basis to L1 bidder.

1. Being Sh. Traymbak Shep is L-1, on what grounds you are awarding the work to Sh. Sambhaji Shep, L-2 bidder?

Reply: Bid submitted by the responsive bidder Sh. Sambhaji Shep has been evaluated based on the Bid evaluation criteria mentioned in bid documents, ITB Clause no. 8.0 after incorporating arithmetical corrections wherever required as per bid submitted by the bidder. After incorporating arithmetical corrections wherever required as per bid, the bidder emerged as L1 compared to other responsive bids and hence bidder Sh. Sambhaji Shep qualifies for award of the contract.

2. Amount of Sh. Traymbak Shep- Rs.3,24,228.26 for Six Month

- Evaluated and corrected price of Sh. Traymbak Shep is Rs.3,36,328.26.

Reply: Bid submitted by the responsive bidders have been evaluated based on the Bid evaluation criteria mentioned in bid documents, ITB Clause no. 8.0 and the procedure stipulated under Works and Procurement Policy of POWERGRID, after incorporating arithmetical corrections, wherever required as per bid submitted by the bidders. After bid evaluation, the computed prices of all the responsive bidders are compared based on the total liability basis in order to decide upon the L1 bidder for award purpose. The provisions under Works and Procurement Policy of POWERGRID states that "The bid shall be checked for computational error, if any, to arrive at the computed price, as per provisions of bidding document. Arithmetical error will be rectified on the following basis: If there is a discrepancy between the unit prices and total price, which is obtained by multiplying the unit price and quantity of any item, or between sub-total and the total price, the unit or subtotal price will prevail and total price shall be corrected".

3. Sh. Sambhaji Shep, has mentioned two different amount in the bid. As per rules his bid may be rejected. On what ground you are helping him by not rejecting his bid.

Reply: Bids submitted by the responsive bidders have been evaluated based on the Bid evaluation criteria mentioned in bid documents, ITB Clause no. 8.0 and the procedure stipulated under Works and Procurement Policy of POWERGRID.

K. B. Thakur/के. बी ठाकूर
Chief Manager (C&M)/मुख्य प्रबंधक (संविदा और सामग्री)
POWER GRID / पावर ग्रिड
PUNE/पुणे



4. This is not as per the rules of POWERGRID. Lastly you have right to invite fresh bids.

- **Reply:** *The Bids submitted by the responsive bidders have been evaluated to be in line with the requirements stipulated under bidding documents & were evaluated based on the Bid evaluation criteria mentioned in bid documents, therefore, as such, fresh bids are not required to be invited.*



K. B. Thakur/के. बी ठाकूर
Chief Manager (C&M)/मुख्य प्रबंधक (संविदा और सामग्री)
POWER GRID / पावर ग्रिड
PUNE/पुणे

INSTRUCTIONS TO BIDDERS

“Running & Maintenance and Catering of Transit Camp 400 KV Substation at Parli for six months”.

- 1.0 These tender documents have been issued specifically for the work of **Running & Maintenance and Catering of Transit Camp 400 KV Substation at Parli for six months** and cannot be used for any other purpose. Tender documents are not transferable. Bids that are not in compliance with all the conditions laid down in the tender documents are liable for rejection
- 2.0 **Earnest Money Deposit (EMD)**
- 2.1 The tender shall be accompanied by Earnest Money of Rs. **9,000/- (Rupees Nine Thousand only)** in a separate sealed Envelope – I. The earnest money shall be in one of the following alternative forms:
- (a) Demand Draft or Pay Order or Bankers’ Cheque in favour of Power Grid Corporation of India Ltd., from a reputed commercial bank, payable at Pune.
- 2.2 **Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or with any other designated Authority of GoI under the Public Procurement Policy for MSEs are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012. In such case, the bidder will have to submit the copy of valid registration with authorities mentioned above in EMD Envelope-I (Hard Copy).**
- 2.3 Tenders not accompanied with the earnest money mentioned above shall be liable for rejection.
- 2.4 The Bid Guarantee/ EMD shall be forfeited on the following grounds:
- (a) If a Bidder withdraws/modifies his bid during the period of bid validity; or
- (b) In case of a successful Bidder, if the Bidder fails to sign the Contract; or
- (c) In case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee; or
- (d) If the work is not commenced after the work is awarded to a Contractor.
- 2.5 The EMD of the successful bidder will be returned as per clause no. 14.0 of Special Conditions of Contract. The EMD of the unsuccessful bidders will be returned after issuance of detailed Letter of Award to the successful bidder.
- 3.0 **Submission of Tenders/ Bids**
- 3.1 The tenders shall be submitted in Two (02) envelopes as detailed below:
- (A) Envelope – I**
- a) This sealed Envelope–I, shall be super scripted as **“EMD for Running & Maintenance and Catering of Transit Camp 400 KV Substation at Parli for six**



months”.” and shall contain Earnest Money Deposit (EMD) as per clause no. 2.1 above.

- b) Bidders shall please note that no other document other than EMD shall be enclosed in Envelope - I.

(B) Envelope – II

- a) This sealed Envelope – II shall be super scripted as “Price Bid for “Running & Maintenance and Catering of Transit Camp 400 KV Substation at Parli for six months”.” and shall contain the Price Bid along with the complete set of tender documents, as issued by POWERGRID, after duly filling the relevant details/data/rates/amount etc., at the specified places.
- b) The tenderer shall study the bid documents completely and sign & affix seal on each page of tender documents and submit the entire set of tender documents in the envelope - II.

4.0 Validity of Bids

- 4.1 The bid shall be kept valid for a period of **90 days** from the date of opening of the bids (Envelope –II).

5.0 Bid Receipt and Opening

- 5.1 Sealed bids will be received up to **15:00 hrs on 10.08.2019** in the Contracts and Materials Department, Power Grid Corporation of India Ltd., Pune.
- 5.2 The Bidders have the option of sending the bid by post/speed post/registered post/courier or submitting the bid in person. Bids submitted by FAX/telex/telegram or not submitted in sealed condition will not be accepted. No request from any Bidder to POWERGRID to collect the proposal from airlines, cargo agents etc. shall be entertained by POWERGRID. POWERGRID shall not be responsible for non-receipt of bids sent by post/sped post/registered post/courier.

6.0 Bid Price

- 6.1 The bid shall be submitted in the prescribed format of the BOQ/ BPS, furnishing the total prices, item wise unit rates, item wise sub-total, list of deviations/ exceptions/ variations, if any, and all other details necessary to work out the total cost for the purpose of evaluation and contract execution payment.
- 6.2 The quoted prices shall be firm during the currency of the contract except man power wages which shall be vary from time to time as per the revision of wages by Labor commissioner on submission of documentary proof.
- 6.3 The bidder has to indicate applicable GST in Bill of Quantity. If the bidder left blank GST Column or mention Nil, it shall be considered that GST is not applicable to the bidder (the bidder does not fall in the category for filing of GST) and no GST shall be paid to the contractor during the tenure of contract. POWERGRID shall not bear any additional liability in this account.

7.0 Deviations

- 7.1 It is taken that the bidder shall accept all the terms & conditions mentioned in bid documents without any deviations. However the bidder who may have to deviate from terms & conditions of contract including technical specifications will have to bring out and





explain all their commercial and technical deviations in the **Statement of Commercial Deviations** (Annexure – V, and **Statement of Technical Deviations** (Annexure – V) and the same should be stamped and signed by the Bidder.

- 7.2 The last column of this statement should positively indicate the cost of withdrawing of deviations if insisted upon to withdraw the deviations by the owner. These costs will be taken into consideration for the purpose of evaluation. It may further be noted that in case of withdrawal of deviations, the maximum liability to the owner under the contract will not exceed the amount stipulated in the bid against respective deviation in the statement of deviation.
- 7.3 If there are no deviations the statement of deviation shall be returned as 'NIL' statement duly signed and stamped.
- 7.4 Deviations mentioned or brought out elsewhere in the bid other than in the statement of deviation save for rebates will not be entertained. Any discrepancy between specifications and the bid, if not clearly brought out in schedules, will not be considered as valid deviations.

8.0 Evaluation and Comparison of Tenders / Bids

8.1 Evaluation and Comparison of Bids shall be governed by as follows :

- (a) Bidder has to quote for the complete scope of work including consumables, if any, for the package as stated in Bid documents and BOQ. Bids for individual item or incomplete scope shall be treated as incomplete and are liable to be rejected.
- (b) Conditional discounts/rebates, if any, offered by the Bidder shall not be taken into consideration for evaluation. However, it shall be considered in case of awarding.
- (c) Discount(s)/ rebate(s) offered by the bidders shall be indicated as a percentage of price component(s) and not as a lump-sum amount. Bidder shall also indicate in his bid, the price component(s) on which percentage discount is to be applied. In case, price component(s) on which percentage discount is applicable is not indicated in the bid or lump-sum discount is offered, then the discount will be adjusted in the total price (i.e. proportionately on each price component), in the event of award.
- (d) Bids stipulating completion period beyond that specified in the bid documents shall be liable for rejection.
- (e) Bids shall be evaluated on the basis of total bid price (including taxes, duties & levies) for the entire scope of work under as per the tender documents and the cost of withdrawal of deviation, if indicated by the bidder, 'or' cost compensation of the deviation taken by the Bidder.
- 9.0 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:
- 9.1 they have a controlling partner in common; or
- 9.2 they receive or have received any direct or indirect subsidy from any of them; or

- 9.3 they have the same legal representative for purposes of this bid; or
- 9.4 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
- 9.5 a Bidder submits more than one bid in this bidding process except for alternative offers, if permitted under the provisions of the bid document. 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
- 9.6 a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and/or Services that are the subject of the bid; or
- 9.7 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.

10.0 General

- 10.1 It is imperative for each tenderer to satisfy himself completely of all local conditions. For better understanding of prevailing conditions at site and to get a realistic idea of the nature of work / localities, tenderers may visit the site/ location to study & inspect the site, and accordingly assess the quantum of work involved, before quoting the rates and submitting the bids. Tenderers are expected to assess any problems relating to the means of access to site, the accommodation they may require and its availability, besides any other aspect including financial implication affecting on execution of work(s) covered under these documents and specification.
- 10.2 POWERGRID reserves the right to accept the whole or any part of the tender and the bidder shall be bound to perform the same at his quoted rates.
- 10.3 Notwithstanding anything above, POWERGRID reserves the right to accept or reject any or all of the bids, without assigning any reason whatsoever.
- 10.4 Notwithstanding anything above, POWERGRID reserves the right to assess the bidder's capability and capacity to perform the contract.
- 10.5 POWERGRID shall not be responsible for any delay or non-receipt of (i) application of bidder for issuance of bid document sent by post/ courier; (ii) bid document sent by POWERGRID to the bidder by post/ courier and (iii) bid sent by bidder by post/ courier. No claim in this respect shall be entertained. However, POWERGRID reserves the right to reject or accept late / delayed bids.
- 10.6 POWERGRID reserves the right to re-schedule the date of submission & opening of bids. In case of such rescheduling, the bids submitted by bidder shall not be returned back to the bidder. The same shall be retained by POWERGRID and will be considered for opening on re-scheduled date of opening of bids. However, bidders are at liberty to submit revised bid on or before the rescheduled date & time, superseding the earlier bid.
- 10.7 POWERGRID reserves the right to ask any bidder to submit the bar chart covering major works under the subject package, the list of T&P and Manpower proposed to be deployed



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to complete the work in schedule time, in case of award. The bidder is bound to submit the same as per requirement of POWERGRID. POWERGRID also reserves the right to verify all the documents, submitted by the bidder.

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

