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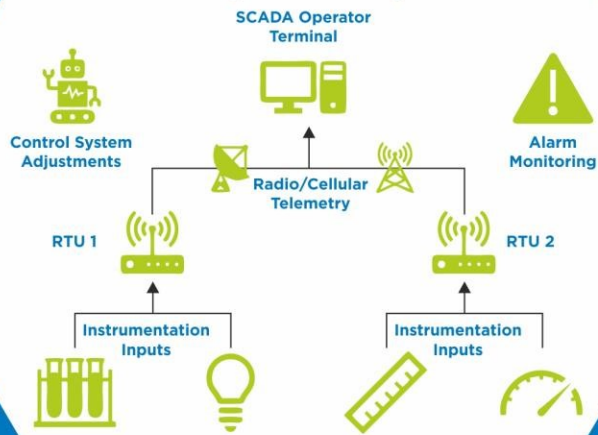
Ministry of Power

Government of India
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Azadi Ka
Amrit Mahotsav

Model RFP for SCADA Automation under REVAMPED DISTRIBUTION SECTOR SCHEME

SCADA System Components



(A Maharatna Company)



SECTION - I

INVITATION FOR BIDS (IFB)

UGVCL

INVITATION FOR

BIDS (IFB) FOR

**SCADA/DMS Implementation for RDSS
works in the UGVCL**

(Domestic Competitive Bidding)

Tender ID: UGVCL/IT-EMC/SCADA/245

Date:_____

Bidding Document No: UGVCL/IT-EMC/SCADA/245

1.0 UGVCL invites on-line bids on Single Stage Two Envelope Basis (i.e. Envelope-I: Techno-Commercial and Envelope-II: Price) from eligible Bidders for SCADA/DMS Implementation for RDSS works in the UGVCL, as per the scope of work briefly mentioned hereinafter.

2.0 Brief Scope of Work

The Brief Scope of work for subject Package shall comprise of Design, engineering, manufacture, shop fabrication, preassembly, shop testing/ type testing at manufacturer's works, packing, transportation, unloading, handling and conservation of equipment at site, complete services of construction including erection, supervision, pre-commissioning, commissioning and performance testing of equipment under bidder's scope of work of FGD System; Limestone handling, storage, crushing and Gypsum handling & storage, and its associated auxiliaries including all associated Electrical, Control & Instrumentation, Civil, Structural and Architecture works.

The detailed scope of work shall be as per specifications and scope defined in the Bidding Document for Flue Gas Desulphurization System Package for NSPCL ROURKELA PP-II EPP (1X250 MW).

3.0 UGVCL intends to finance the aforesaid Package through GoI Grant and internal resources as per RDSS Guidelines.

4.0 Detailed specification, scope of work and terms & conditions are given in the Bidding Documents, which are available at e-procurement portal website- www.nprocure.com and www.ugvcl.com is as per the following schedule::

Issuance of IFB	Please refer tender notice
Documents Download Dates and Time	
Last date for receipt of queries from bidders (if any) *	
Pre Bid Conference date & time	
Last date of Online Bid submission (Preliminary, Technical & Price Bid)	
Date & Time for opening of Envelop-I (Techno-Commercial bid)	
Bid (EMD & Bidding documents fee cover) receipt date & time	
Date & Time for opening of Envelop-II (Price bid)	
Cost of Bidding Documents in INR	
EMD	
Performance Bank Guarantee	
Contract Value	
Date of Project Commissioning	
Bid Validity	

*No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries/ Pre-Bid Conference as specified above.

5.0 All bids must be accompanied by “**Bid Security Declaration**” in lieu of Bid Security in the form as stipulated in the Bidding Documents.

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE “BID SECURITY DECLARATION” IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED.

5.1 Acceptable ‘Bid Security Declaration’ and Tender Fee payment proof shall be uploaded by all the bidder in the e-tendering portal *UGVCL* to mention specifics with regard to tendering portal.

6.0 Eligibility Criteria for Bidders:

Qualifying Requirement (QR) for subject package is attached as **Section-IV of bidding documents.**

7.0 "UGVCL shall allow purchase preference, as indicated in the bidding documents, to bids from local suppliers as defined in the bidding documents. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."

7.1 Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

8.0 Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

9.0 Issuance of Bidding Documents to any bidder shall not construe that bidder is considered qualified.

10.0 UGVCL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids (IFB) for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

11.0 A complete set of Bidding Documents may be downloaded by any interested Bidder from the website www.nprocure.com and www.ugvcl.com. The tender is invited under e-tendering process. The bidders can enroll themselves on the website www.nprocure.com and www.ugvcl.com. *The said website also has the detailed guidelines on enrollment and participation in the bidding process including Bidder Manual for online fee payment (UGVCL to check for the online fee payment provision of tendering portal).*

12.0 Address for Communication

Name & designation of concerned official:

Chief Engineer (P&P)

Uttar Gujarat Vij Company

Limited

Registered and corporate office,

Visnagar road, Mehsana -

384001

cepp@ugvcl.com; aceproject@ugvcl.com; seemc@ugvcl.com

Websites : www.nprocure.com and www.ugvcl.com

13.0 Registered Office

Chief Engineer (P&P)

Uttar Gujarat Vij Company

Limited

Registered and corporate office,

Visnagar road, Mehsana -

384001

Corporate Identification Number : U40102GJ2003SGC042906

Section II.
Instructions to Bidders

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	A. General
1. Mode & Type of bidding	The bidding shall be done online through e-tender portal https://mgvcl.nprocure.com & www.mgvcl.com on Domestic Competitive Bidding (DCB), Single Stage Two Envelope bidding. Bidders are advised to go through the guidelines provided at e-tender portal for online bidding.
2. Scope of Bid	2.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Utility, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in the Scope of Work at Section VI. The name and identification number of the Domestic Competitive Bidding (DCB) are provided in the BDS.
3. Source of Funds	N/A.
4. Corrupt Practices	<p>Utility requires bidders to observe the highest standard of ethics during the procurement and execution of such contracts.</p> <p>(a) The following definitions apply:</p> <p>“Corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;</p> <p>“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <p>“collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Utility, designed to influence the action of any party in a procurement process or the execution of a contract;</p> <p>“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(b) Utility will reject a proposal for the award of Contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract</p> <p>(c) Utility will declare a firm ineligible, either indefinitely or for a stated</p>

	<p>period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Utility.</p>
	<p>4.2 In continuance of ITB clause 4.1 above, the <Name of Utility> will cancel the portion of the fund allocated to a contract for goods, works or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Utility or a beneficiary of the fund, during the procurement or the execution of that contract, without the Utility having taken timely and appropriate remedial action satisfactory to the <Name of Utility>.</p>
	<p>4.3 Any communication between the bidder and the Utility related to matters of alleged fraud or corruption must be made in writing. By signing the contract, the bidder shall represent that it is either the owner of the Intellectual Property Rights (IPR) in the hardware, software or materials offered, or that it has proper authorization and/or license to offer them from the owner of such rights. For the purpose of this clause, IPR shall be defined in the GCC Clause 15. Willful misrepresentation of these facts shall be considered a fraudulent practice subject to the provisions of Clauses 4.1 to 4.3 above, without prejudice to other remedies that the Purchaser may take.</p>
<p>5. Eligible Bidders</p>	<p>Bidders meeting the eligibility criteria as outlined in Section-IV Eligibility Criteria of this document.</p> <p>Bidding is open to bidders from within the Utility's country, subject to fulfillment of conditions specified in ITB Clause 47 "Restrictions on procurement from a Bidder of a country which shares a land border with India".</p> <p>Bidders debarred as per Office memorandum No F.1/20/2018-PPD Dated 02.11.2021 or any amendments thereof shall not be eligible to participate.</p>
<p>6. Eligible Goods and Related Services</p>	<p>For the purpose of this Clause, the term "Goods" includes hardware, software, networking equipment and cables; and "Related services" includes services such as insurance, transportation, associated documentation, installation, customization, integration, field survey, testing and commissioning, training, technical support, maintenance, repair and other necessary services to be provided by the selected bidder and necessary for successful implementation of the project as specified in the contract.</p> <p>In case Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V Form F-4, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods.</p>
<p>B. Contents of Bidding Document</p>	

<p>7. Sections of the Bidding Document</p>	<p>The Bidding Document consists of the sections as indicated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.</p> <ul style="list-style-type: none"> • Section I. IFB • Section II. Instructions to Bidders (ITB) • Section III. Bid Data Sheet (BDS) • Section IV. Eligibility Criteria • Section V. Bidding Forms; Attachments; & Formats • Section VI. Scope of Work • Section VII. General Conditions of Contract (GCC) • Section VIII. Special Conditions of Contract (SCC) <p>The Invitation for Bids (IFB) issued by the Utility is a part of the Bidding Document.</p> <p>The Utility is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Utility.</p> <p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.</p>
<p>8. Clarification of Bidding Document</p>	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid prior to the clarification end date. UTILITY will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>UTILITY will post the Clarifications under Clarification/Corrigendum tab at e-tender website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification/Corrigendum tab regarding posting of clarification, if any.</p> <p>8.1 Bidders must check the Clarifications issued before submission of Bid. Should the Utility deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal. Should the Utility deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and Sub Clause 24.2.</p> <p>8.2 The Bidder is advised to visit and examine the site where the facilities are to be installed 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 supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.</p> <p>8.3 The Bidder and any of its personnel or agents will be granted permission by the Utility 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 Utility 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.</p> <p>8.4 UGVCL will organize a pre-bid conference at the time and place indicated in BDS. The purpose of the conference will be to clarify issues and answer queries that the bidders might have. Bidders are requested to submit the queries in writing to reach the Utility not later than 5 days before the conference. Queries and responses shall be communicated in accordance with ITB Clause 8.1. Any modifications to the Bidding document listed in ITB Clause 8.1 which may become necessary as a result of pre-bid conference / clarifications shall be made by the Utility exclusively by issuing Addendum and not through the clarifications of the pre-bid conference.</p>

	<p>8.5 Further, no queries from Bidders shall be entertained after last date of receipt of Queries/Pre-Bid Conference (if applicable) as specified in IFB. Accordingly, any query(ies) received from bidders after the cut-off date shall not be considered and bidders to submit the bid based on the bidding documents (and amendments / Errata / Clarifications etc. thereof) issued.</p>
<p>9. Amendment of Bidding Document</p>	<p>9.1 At any time prior to the deadline for submission of the Bids, the Utility may amend the Bidding Document by issuing addenda.</p> <p>9.2 The Utility, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder may add, modify or remove any element of the Goods (including hardware, software, networking, etc) or any component of Related Service entirely or any part thereof from the bid document till the time of Bid Submission Date. The amendments will be posted at e-tendering website¹ and it will be assumed that the information contained therein has been taken into account by the Bidder in its Bid. Bidders are advised to regularly check e-tendering website regarding posting of Amendment, if any.</p> <p>9.3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Utility may, at its discretion, extend the last date for the receipt of Bids.</p> <p>9.4 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Utility.</p> <p>9.5 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Utility may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 24.2.</p>
<p>C. Preparation of Bids</p>	
<p>10. Cost of Bidding</p>	<p>Tender Fee as mentioned in IFB.</p> <p>The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Utility shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p>
<p>11. Language of Bid</p>	<p>11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Utility, shall be written in the English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p> <p>The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p>
<p>12.</p>	<p>Single Stage-Two Envelope Bidding procedure shall be followed through e-tendering portal for the subject package as under:</p> <p>Envelope-I: Techno-Commercial Envelope-II: Price Bid</p> <p>The Envelope-I ("Techno-Commercial Bid") shall be evaluated for completeness and in regard to fulfilment of the qualification requirements and eligibility conditions. The Envelope- II ("Price Bid") shall be considered for opening from those bidders who have been considered qualified and whose Techno-Commercial Bids have been found to be responsive and shall be opened as per the IFB.</p>

12.1	<p>Techno-Commercial Bid (Envelope-I) The Techno-Commercial Bid shall comprise of the following:</p>
12.1.1	Documents to be submitted in physical form in separate sealed envelope (s) duly marked in accordance with ITB clause titled ‘Sealing and Marking of Physical Documents’ ^[S1] :
	<p>a) Attachment 1: Bid Security (To be given offline in physical form and copy to be uploaded in Cover type ‘Fee’ of e- Tendering System) & Tender Fee (To be given offline in physical form and copy to be uploaded in Cover type ‘Fee’ of e- Tendering System, in case tender fee is submitted in the form of Demand draft or Banker’s Cheque) Bid security shall be furnished in accordance with ITB Clause titled ‘Bid Security’ and as detailed in BDS. Tender Fee (if applicable) shall be submitted in the form of a Demand draft in favor of , Payable at . <Utility to check the compatibility of the tendering portal>Bidders also have an option to pay Tender Fee directly in the online tendering portal while submitting the bid. In such case, offline document is not required for Tender Fee. Note: Please refer BDS, if Bid Security declaration is applicable and Form F-3 of Sec-V (Bidding Forms) for Bid Security Declaration Format.</p>
	<p>b) Attachment 2: Power of Attorney ^[S2](To be given offline in physical form and copy to be uploaded in Cover type ‘Fee’ of e-Tendering System) A power of attorney, duly notarized by a Notary Public, indicating that the person signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause titled ‘Period of Validity of Bids’. Deed of Joint Undertaking as per relevant attachment (If applicable) and Power of attorney(s), duly notarized by Notary Public, indicating that the person(s) signing the documents^[S3] on behalf of Associate(s)/ collaborator(s)/ executants(s) of JV Agreement (if permissible) have the authority to sign the same and the said documents are binding upon them during the full period of their validity.</p>
	Joint Venture/Consortium Agreement (If applicable) as per relevant attachment and further, in case of JV bid (if permissible), a power of attorney in favor of the authorized signatory of the lead partner, signed by legally authorized signatory (ies) of other joint venture partner shall also be submitted.
	<p>c) Attachment 3: Integrity Pact The “Integrity Pact”(if applicable) to be signed by the bidder and submitted in a separate sealed envelope. (Refer Section-V, Form F-5) (The Authority of the person issuing the Power of Attorney shall also be submitted). · Further, Bidder to note that bid can be submitted/digitally signed by only one person. The Power of Attorney must be in the name of person digitally signing the bids. · Other Attachment (s), if any, shall be as specified in BDS.</p>
12.1.2	Documents to be submitted online through e-tender portal: The Technical Proposal Sheet as per Section-V, Form F-1, duly completed together with the following Attachments shall be uploaded at the e-tender portal:
	<p>(a) Section-V, Appendix C: Bidder’s Qualifications (To be uploaded in e-Tendering System). In the absence of pre-qualification documentary evidence that the Bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted, shall be furnished in Appendix-C to Bid. The documentary evidence of the Bidder’s qualification to perform the contract, if its bid is accepted, shall establish to UTILITY’s satisfaction that the Bidder has</p>

	<p>the financial, technical, production, procurement, shipping, installation and other capacities and capabilities necessary to perform the contract and meets the experience and other criteria as outlined in Eligibility Criteria.</p>
	<p>Bids submitted by a Joint Venture of two or more firms as partners, if so permitted in the Bid Data Sheet, shall comply with the following requirements:</p> <ul style="list-style-type: none"> (i) The bid shall include all the information required for Appendix C for each Joint Venture partner. (ii) The bid shall be signed so as to be legally binding on all partners. (iii) One of the partners shall be designated as leader, this authorisation shall be evidenced by submitting with the bid a power of attorney signed by legally authorised signatories of joint venture partners. (iv) The leader shall be authorised to receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract, including payment, shall be done exclusively with the leader. (v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms. (vi) Copy of the agreement entered into by the joint venture partners as per the format provided in the Bidding Documents shall be submitted with the bid.
	<p>For joint venture to qualify, each of its partners must meet the minimum criteria listed for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the Joint Venture's Bid.</p> <p>A firm can be a partner in only one joint venture; bids submitted by joint ventures including the same firm as partner will be rejected. Bids submitted by a Bidder in association with an Associate, if so permitted as per Qualification requirements, shall additionally comply with the following requirements: The bid shall include the information listed in Section-IV Eligibility Criteria. Original Deed of Joint Undertaking as specified in the relevant form of, Appendix C entered into by the bidder with the Collaborator / Associate shall be submitted along with the Techno-Commercial bid.</p>
	<p>In case Bidder is permitted in the Bid Data Sheets to offer to supply and/or install plant and equipment under the contract that the Bidder did not manufacture or otherwise produce and/or install, the Bidder shall (i) have the financial and other capabilities necessary to perform the contract; (ii) have been duly authorised by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the Utility's country; (iii) be responsible for ensuring that the manufacturer or producer of the related item meets the minimum criteria listed for that item.</p> <p>Bidder shall submit a 'Declaration' in the format enclosed as 'Annexure-A' to Appendix C (Clause 2.5) stating that the Bidder has carried out a comprehensive assessment of the 'Capacity and Capability' of their Associate/ Collaborator and their Associate/Collaborator have sufficient Capacity & Capability to execute the Work as per Provisions of the Bidding Documents.</p>

	<p>Bids not meeting the requirements as stated above shall be rejected.</p> <p>Bidders are required to furnish the details of the past experiences based on which selection is to be made as per format enclosed in the bidding documents for the same and enclose relevant documents like copies of authentic work order, completion certificate, agreements etc. supporting the details/data provided in the format.</p> <p>No claims without supporting documents shall be accepted in this regard. However, if any of the reference work pertains to the Contract(s)/Works executed by Bidder for tender issuing utility in the past then in respect of such Contract(s)/Works Bidder shall not be required to enclose Client Certificate (s) along with its bid.</p>
	<p>Whether Joint Ventures are permitted : As per Section-IV Eligibility Criteria Whether Associate/Collaborator permitted : As per Section-IV Eligibility Criteria</p>
	<p>(b) Attachment 5: Subcontractors Proposed by the Bidder Subcontractors [S4]Proposed by the Bidder (To be uploaded in Cover type 'Pre-Qual /Technical ' of e-Tendering System)</p> <p>The Bidder shall include in its bid details of all major items of supply or services that it proposes to purchase or sublet and shall give details of the name and nationality of the proposed Subcontractor, including vendor, for each of those items. Bidders are free to list more than one Subcontractor/Vendor against each item of the facilities. Quoted rates and prices will be deemed to apply to whichever Subcontractor/Vendor is appointed, and no adjustment of the rates and prices will be permitted.</p> <p>The Bidder shall be responsible for ensuring that any plant, equipment or services to be provided by the Sub- Contractor/Vendor comply with the requirements of ITB sub-clause 12.1.2 (a).</p> <p>Utility reserves the right to delete any proposed Subcontractor/Vendor from the list prior to award of contract. After discussion between Utility and the Contractor, relevant appendix to Contract Agreement (List of Sub-Contractors) shall be completed, listing the approved Sub-Contractor(s)/Vendor(s) for each item.</p>
	<p>(c) Attachment 6: Alternative Bid – NOT APPLICABLE</p>
	<p>(d) Attachment 7: Quality Assurance Programme [S5] To be uploaded in Cover type 'Pre-Qual /Technical ' of e-Tendering System) Details regarding the overall quality management & procedures which the bidder proposes to follow during various phases of execution of the contract.</p>
	<p>(e) Attachment 8:– Additional Information To be uploaded in Cover type 'Pre-Qual /Technical ' of e-Tendering System). Additional Information which the bidder wishes to provide in his bid.</p>
	<p>(f) Attachment 9: Demonstration Parameter To be uploaded in Cover type 'Pre-Qual /Technical ' of e-Tendering System). The declaration on the demonstration parameters as per Utility's format. Attachment 9A: Functional Guarantees The declaration on the guaranteed values of parameters as per Utility's format.</p>
	<p>(g) Attachment 10: Fraud Prevention Policy To be uploaded in Cover type 'Pre-Qual /Technical ' of e-Tendering System) (Utility to check if applicable of not) Form of acceptance of Fraud Prevention Policy (applicable as per award issuing</p>

	utility practice), duly filled in as per UTILITY's Format.
	<p>(h) Attachment 11: Declaration on Policy for withholding and Banning of Business Dealings to be uploaded in Cover type 'Pre-Qual /Technical ' of e-Tendering System. Declaration on Policy for withholding and Banning of Business Dealings duly filled in as per Utility's format. (Utility to check if applicable of not)</p>
	<p>(i) Attachment 12: Declaration regarding local content as per Utility's format, for granting of purchase preference (To be uploaded in Cover type 'Pre-Qual /Technical ' of e-Tendering System)</p> <p>In case a (Declaration regarding local content as per Utility's format, for granting of purchase preference) bidder does not submit the aforesaid declaration or no value is indicated by the bidder or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder against value/percentage of local content, then the bidder shall not be considered as a local supplier and shall not be eligible for any purchase preference. No Further claim in this regard shall be entertained by the Utility. Other Attachment (s), if any, shall be as specified in BDS. The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection. For formats mentioned above, please refer Section V.</p>
12.2	<p>Price Bid The Price Bid submitted by the Bidder shall comprise of the following:</p>
	<p>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only. In this regard it is to mention that for preparation of the "Price Bid", Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the 'Excel BOQ template' only of Bidding Documents. The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document. All prices to be quoted by the bidders will be in Indian Rupees only unless otherwise mentioned in the Bid Data Sheet (BDS).</p>
	<p>Further, The Bidder shall quote rate and applicable GST for each item in the relevant field of Excel BOQ template (Price Bid). The Excel BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns. If agency does not mention any GST rate, it will be treated that GST is inclusive in the quoted Basic Rate. In case the bidder is exempted from GST, bidder has to produce valid Exemption Document. If not produced, it will be treated that GST is inclusive in the quoted Basic Rate. <Utility to amend this clause in line with the tendering portal provisions></p>
12.2.1	<p>The Bid Form (Price Bid) as per Appendix C3, duly completed together with the Excel BOQ template and the following Attachments shall be uploaded at e-tender portal:</p>
	<p>The Bid Form (Price Bid) as per Appendix C3, duly completed together with the Excel BOQ template and other Attachment (s), if any, shall be as specified in BDS shall be uploaded at e-tender portal. The Price Bid submitted by the Bidder should be without any deviations and strictly in conformity with the provisions of all bidding documents and amendments / addenda / corrigenda / errata / clarifications issued by Utility to the Bidding Documents. A conditional Price Bid shall run the risk of rejection. Price Bid should not contain any matter in respect of Technical and / or</p>

	<p>Commercial aspects other than the details specifically sought in the Price Bid. If the Technical/commercial matters indicated in Price Bid are found to be in contradiction with the details furnished in Techno-Commercial Bid, the details furnished in Techno- Commercial Bid shall prevail.</p> <p>For formats mentioned above, please refer Appendix C3</p>
13. Bid Submission Sheets and Price Schedules	<p>13.1. The Bidder shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets provided in RfP. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
	<p>13.2. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, using the forms furnished in Section V, Bidding Forms and Supplier response format, Appendix C</p>
	<p>13.3. The Bidders should take note of following points while submitting the Price Proposal : -</p>
	<p>13.3.1. Price Proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes (except GST.), duties (excise & customs, etc), octroi, fees, levies, works contract tax, Entry tax and other charges as[S6] may be applicable, to be paid pre- or post- delivery or to be deducted by the Utility at source, in relation to the Goods and Related Services. Such taxes, duties, cess, charges etc, if not explicitly mentioned in the Price bid tables in Appendix C3, but applicable under law, should be included in the Quote under "Any other levies" column.</p>
	<p>13.3.2. Please refer to GCC Clause [14] and the SCC for Price adjustments due to change in Tax rates (including local taxes), duties, levies, cess, charges etc.</p>
14. Alternative Bids	<p>14.1. Alternative (alternate technology / architecture / design / functionality or proposals with multiple options) bids shall be rejected.[S7]</p>
15. Bid Prices and Price Basis	<p>15.1. 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 in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, commissioning, civil & steel structural works (as applicable), Completion of the facilities and conductance of Guarantee tests for the facilities including supply of mandatory spares (if any). This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities, conducting Guarantee tests 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 and Technical Specifications.</p>
	<p>15.2. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p>
	<p>15.3. Utility to incorporate clause regarding uploading detailed billing breakup as per the e-tendering portal provisions.</p>
	<p>15.4. Price Basis Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, except as specified in the GCC Clause 14</p>

	<p>15.5. The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering the separate discount, is found to be the lowest, the Utility shall avail such discount at the time of award of contract.[S8]</p>
16. Currencies of Bid	16.1. Bidders shall quote all prices in Indian Rupees only.
17. Documents Establishing the Eligibility and Qualification of the Bidder	To establish their eligibility in accordance with ITB Clause 5, Bidders shall: (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section V, Bidding Forms
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	<p>To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidence against Goods and related Services provided in Appendix C3.</p> <p>The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Appendix C;</p> <p>Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Utility in the Scope of Work, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Utility's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Scope of Work[S9].</p>
19. Period of Validity of Bids	<p>Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the Utility. A Bid valid for a shorter period shall be rejected by the Utility as non-responsive.</p> <p>In exceptional circumstances, prior to the expiration of the bid validity period, the Utility may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security furnished in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without the proceedings as outlined in Bid Security Format being initiated. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
20. Bid Security	<p>The Bidder shall furnish, as part of its Bid, a Bid Security Declaration in a separate envelope.</p> <p>The format of the Bid Security Declaration shall be in accordance with the form of bid security declaration included in the Bidding Documents.</p> <p>Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirements in the Bidding Documents, the Bid Security Declaration by the Joint Venture must be on behalf of all the partners of the Joint Venture.</p> <p>The Bid Security Declaration in Original shall be submitted in a separate sealed envelope before the stipulated bid submission closing date and time.</p> <p>In case acceptable Bid Security Declaration is not received then online Bid shall be rejected by UTILITY as being non-responsive and shall not be opened.</p> <p>The proceedings as outlined in Bid Security Format shall be initiated:</p> <p>(a) if a Bidder withdraws its Bid during the period of bid validity as</p>

	<p>specified in ITB Clause 19.1, except as provided in ITB Sub- Clause 19.2 or 25 ; or</p> <p>(b) if the successful Bidder fails to:</p> <ul style="list-style-type: none"> - sign the contract in accordance with ITB clause 41; or -furnish a performance security in accordance with ITB clause 42; or - accept the correction of its bid price pursuant to ITB sub- clause 30.5 - if the bidder is found to have submitted false particulars / fake documents; or - if the IT implementation agency (SI and its sub- contractors) refuses to execute the job at his agreed scope/quoted rates, after the utilities issue the letter of intent (LOI) -incidents of manipulation of rates by cartelization
<p>21. Format and Signing of Bid</p>	<p>The Bids shall be digitally certified (using the appropriate class of digital signature prescribed at e-tender portal) by a duly authorised representative of the Bidder to bind him to the contract. The authorization shall be indicated by written power of attorney, duly notarized by a Notary Public, indicating that the person signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause titled 'Period of Validity of Bids' and shall be submitted in hard copy prior to the deadline for submission of bid.</p>
<p>D. Submission and Opening of Bids</p>	
<p>22. Sealing and Marking of Bids</p>	<p>The Techno-Commercial Bid (comprising the Bid Form (Techno- Commercial Bid), together with its Attachments) and Price Bid (comprising the Bid Form (Price Bid), together with its Attachments and the Excel BOQ template shall be submitted simultaneously at the e-tender portal and no manual/ hard copy of these documents shall be acceptable. The documents comprising Tender Fee, Bid Security Declaration, Power of Attorney, Integrity Pact etc in accordance with ITB sub-clause 12.1.1 shall be submitted in physical form after being sealed and marked in the manner specified below:</p> <p>The physical documents shall be sealed and marked in the following manner:</p> <ul style="list-style-type: none"> (i) The Bid Security shall be sealed in a separate envelope duly marking the envelope as "BID SECURITY". (ii) Tender Fee shall be in a separate envelope duly marking the envelope as "TENDER FEE" (iii) The power of attorney shall be sealed in a separate envelope duly marking the envelope as "POWER OF ATTORNEY". (iv) The deed of joint undertaking (if applicable) as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "DEED OF JOINT UNDERTAKING" (if applicable) (v) The joint venture/consortium agreement (if applicable) as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "JOINT VENTURE/CONSORTIUM AGREEMENT". (vi) The 'Integrity Pact" (if applicable) as per relevant attachment duly signed by the signatory authorized to sign the bid, shall be sealed in a separate envelope entitled "INTEGRITY PACT". (vii) Other Attachments, if stipulated in BDS, shall be sealed in a separate envelope duly marking the envelope in the manner stipulated above. <p>The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Utility at the address given in the Bid Data Sheet, and

	(b) bear the Package name indicated in the Bid Data Sheet, the Invitation for Bids number indicated in the Bid Data Sheet, and the statement "DO NOT OPEN BEFORE [date]," to be completed with the time and date specified in the Bid Data Sheet, pursuant to ITB clause titled 'Deadline for Submission of Bids'. The inner envelopes shall also indicate the name and address of the Bidder. If the outer envelope is not sealed and marked in the manner specified above, the Utility will assume no responsibility for its misplacement. [S10]
23. Deadline for Submission of Bids	Bids must be received by the Utility no later than the date and time, and at the address indicated in the BDS. The physical documents shall be submitted before stipulated bid submission time at the address specified in BDS and Utility shall not be liable for loss/non-receipt/late receipt of above documents in postal transit. The Utility may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 9, in which case all rights and obligations of the Utility and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
24. Late Bids	24.1. The Utility shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 23. Any Bid received by the Utility after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
25. Withdrawal, Substitution, and Modification of Bids	A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be: (a) submitted in accordance with ITB Clauses 21 and 22 (except that Withdrawal Notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and (b) received by the Utility prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23. Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned unopened to the Bidders. No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause 19.1 or any extension thereof.
26. Bid Opening	Opening of Bids
26.1.	Techno-Commercial Bid Opening
26.1.1.	The Utility will first open Techno-Commercial Bid in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the Bid Data Sheet (BDS). In the event of the specified date for the opening of bids being declared a holiday for Utility, the bids will be opened at the appointed time on the next working day. All important information and other such details as Utility, at its discretion, may consider appropriate, will be announced at the opening.
26.1.2.	In case requisite bid security, Tender Fee, and/or Integrity Pact (IP) as per provision of Integrity Pact pursuant to ITB Clause 12 are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by Utility as being non-responsive and shall not be opened.

26.1.3.	<p>Clarification on Bids</p> <p>During bid evaluation, Utility may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the reference plants declared in the bid for the purpose of meeting Qualifying Requirement specified in Bid Data Sheet (BDS). 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.</p>
26.2.	<p>Price Bid Opening</p>
26.2.1.	<p>After the evaluation process of Techno-Commercial bid is completed, Utility will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive or does not meet the Qualification Requirements set forth in the bidding documents, shall also be informed in writing and their Price bid will be rejected and shall not be opened.</p>
26.2.2.	<p>Price bids of those Bidders, who have been considered qualified and whose Techno- Commercial Bid found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend. The Utility will open Price Bids at the time, on the date and at the place specified by the Utility. In the event of the specified date for the opening of bids being declared a holiday for the Utility, the bids will be opened at the appointed time on the next working day. All important information and other such details as the Utility, at its discretion, may consider appropriate, will be announced at the opening.</p>
26.2.3.	<p>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Utility. <Utility to amend this clause in line with the tendering portal provisions></p>
26.3.	<p>Reverse Auction</p>
26.3.1.	<p>If so permitted in the Bid Data Sheet (BDS), Reverse Auction shall be carried out on the evaluated price as per methodology defined in the BDS.</p>
E. Evaluation and Comparison of Bids	
27. Confidentiality	<p>Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.</p> <p>Any attempt by a Bidder to influence the Utility in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>Notwithstanding ITB Sub-Clause 27.2, from the time of opening the Technical Proposals to the time of Contract award, if any Bidder wishes to contact the Utility on any matter related to the bidding process, it should do so in writing. If the bidder or any of his sub- contractors/consortium members meet the Utility's personnel, it will be considered as "coercive practices", and may result in rejection of the bid.</p>
28. Clarification of Bids	<p>28.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Utility may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Utility shall not be considered. The Utility's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Utility in the evaluation of the Price Proposals, in accordance with ITB Clause 30.</p>

<p>29. Responsiveness of Technical Proposal</p>	<p>The Utility’s determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.</p> <p>A responsive Technical Proposal is one that conforms to all the Qualifying Requirements (as per Sec-IV Eligibility Criteria) mandatory requirements, terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) Does not meet the Qualifying Requirements (as per Sec-IV Eligibility Criteria) (b) does not meet all the mandatory technical specifications (as specified in Appendix-A) (c) affects the scope, quality, or performance of the Goods and Related Services specified in the Contract; or (d) limits or is inconsistent with the Bidding Document, the Utility’s rights or the Bidder’s obligations under the Contract; or (e) if rectified would unfairly affect the competitive position of other Bidders presenting responsive Technical Proposals. <p>29.3 If a Technical Proposal is not responsive to the Bidding Document, it shall be rejected by the Utility and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<p>30. Non conformities, Errors, and Omissions</p>	<p>Provided that a Technical Proposal is responsive, the Utility may waive any non-conformity or omission in the Bid that does not constitute a material deviation.</p> <p>Provided that a Technical Proposal is responsive, the Utility may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>that the Technical Proposal is responsive, the Utility will correct arithmetical errors during evaluation of Price Proposals on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Utility there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected: and (c) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b)above. (d) If there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment. (e) Except as provided in sub-clauses (a) to (c) herein above, the Utility shall reject the Price Proposal if the same contains any other

	<p>computational or arithmetic discrepancy or error.</p> <p>If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and the proceedings as outlined in Bid Security Format shall be initiated.</p>
<p>31. Preliminary Examination of Bids</p>	<p>Part-A TECHNO-COMMERCIAL BIDS</p> <p>The Utility will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally, in order. Prior to the detailed evaluation, Utility will initially determine whether each Techno-Commercial bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality's or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the Utility'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.</p> <p>Compliance with the Provisions of Bidding Documents</p> <p>No deviation, whatsoever, is permitted by Utility to any provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents by submitting the declaration regarding</p> <p>full compliance to all provisions of Bid Doc</p> <p>Submission of above declaration shall be considered as Bidder's confirmation that any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Utility, failing which the proceedings as outlined in Bid Security Format shall be initiated.</p> <p>INTEGRITY PACT: Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per Attachment to the Bidding Documents which has been pre-signed by the Utility and submit the same duly signed on all pages by the Bidder's Authorized signatory along with the bid. The Integrity Pact (IP) is to be submitted in a separate sealed envelope as per provision of ITB 12.1. Bidder's failure to comply with the aforesaid requirement regarding submission of 'Integrity Pact (IP)' shall lead to outright rejection of the bid and in such case the bids shall not be opened UTILITY's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by UTILITY, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
	<p>Part-B: QUALIFICATION</p> <p>Utility, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the Bid Data Sheet. The determination will take into account the bidder's financial and technical capabilities, in particular its contracts, works in hand, future commitments and current litigation. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder in relevant attachment to the Bid Form of Techno-Commercial Bid as well as such</p>

	<p>other information as Utility deems necessary and appropriate. Notwithstanding anything stated anywhere else in the bidding documents, Utility reserves the right to seek in writing information relating to qualifying requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to Utility. Utility will shortlist the Bidders meeting the stipulated Qualifying Requirements.</p> <p>An affirmative determination of meeting the qualifying requirements will be a prerequisite for further evaluation of Techno-Commercial bid and holding clarification meeting, if any, with the Bidder. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event Utility will not open the Price Bid of the concerned bidder and his bid security shall be returned.</p> <p>The capabilities of the vendors and subcontractors, proposed in relevant attachment, will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or sub-contractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or sub-contractor without any change in the bid price quoted in Price Proposal, prior to award.</p> <p style="text-align: center;">Part C: Price Bids</p> <p>The Utility will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>Arithmetical Correction</p> <p>Arithmetical errors will be rectified on the following basis. In the Excel BOQ template, 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 accordingly. If there is a discrepancy between words and figures, the amount in words will prevail. All errors in totalling in the amount column of the Excel BOQ template and in carrying forward totals shall be corrected. The discount (if any) mentioned in Conditions field of General Data/Item Data in Main Screen of Bid Invitation shall be applied on such corrected price. The bid sum so altered shall, for the purpose of bid, be substituted for the sum originally bid and considered for evaluation and comparison of the bids and also for acceptance of the bid, instead of the original sum quoted by the Bidder. If the Bidder does not accept such correction of errors, its bid will be rejected and the proceedings as outlined in Bid Security Format shall be initiated in accordance with ITB Clause titled 'Bid Security'.</p>
<p>32. Examination of Terms and Conditions; Technical Evaluation</p>	<p>The Utility shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</p> <p>The Utility shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in the Scope of Work at Section VI, of the Bidding Document have been met without any material deviation or reservation.</p> <p>If, after the examination of the terms and conditions and the technical evaluation, the Utility determines that the Technical Proposal is not responsive in accordance with ITB Clause 30, it shall reject the Bid.</p>
<p>33. Margin of Preference</p>	<p>33.1. PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS.</p> <p>Purchase preference shall be given to local suppliers as per methodology specified in Annexure-II to Bid Data Sheet.</p>

34. Evaluation of Bids	34.1. The Utility shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be responsive.
35. Comparison of Bids	35.1. The Utility shall compare all responsive bids to determine the bid lowest quoted bid.
36. Post- qualification of the Bidder	<p>The Utility shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17 and to clarifications in accordance with ITB Clause 28.</p> <p>An affirmative determination in accordance with this clause shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid, in which event the Utility shall return the unopened Price Proposal to the Bidder.</p>
37. Utility's Right to Accept Any Bid, and to Reject Any or All Bids	37.1. Utility 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 Utility's action.
F. Award of Contract	
38. Award Criteria	<p>38.1. Subject to ITB Clause 37.1 (Utility's Right to Accept Any Bid and to Reject Any or All Bids), the Utility will award the contract to the successful Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and qualified to perform the contract satisfactorily, as per methodology indicated in Annexure-II to BDS</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Utility, failing which the proceedings as outlined in Bid Security Format shall be initiated. Utility reserves the right to vary the quantity of any of the Spares and/or delete any item of Spares altogether at the time of Award of Contract.</p> <p>The lowest quoted bidder amongst the responsive and qualified will be awarded the Contract.</p>
39. Utility's Right to Vary Quantities at Time of Award	39.1. At the time the Contract is awarded, the quantity of Goods and Related Services for a town shall not be modified. However Utility reserves the right to increase or decrease the number of towns under the contract subject to the limit as mentioned in BDS, without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
40. Notification of Award	<p>Prior to the expiration of the period of bid validity, the Utility shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
41. Signing of Contract	<p>Promptly after notification, the Utility shall send to the successful Bidder the Agreement, a copy of SLA and the General and Special Conditions of Contract. Within fourteen (14) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Utility.</p> <p>The successful Bidder shall provide an undertaking that the key staff identified for the project (as submitted in its bid proposal) shall be available for the respective proposed work requirement, anytime during the duration of the project, till its successful completion. The same is intended to be published by the Nodal Agency on their website for the information of other utilities who intend to appoint SIA, for avoiding any duplicity in resource deployment.</p>

<p>42. Performance Security</p>	<p>Within fourteen (14) days of the receipt of notification of award from the Utility, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form as provided in the documents.</p> <p>Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and the proceedings as outlined in Bid Security Format shall be initiated. In that event the Utility may award the Contract to the next successful Bidder whose offer is responsive and is determined by the Utility to be qualified to perform the Contract satisfactorily.</p>
<p>43. Local Conditions</p>	<p>It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The Utility shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the Utility. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Utility, which are based on the lack of such clear information or its effect on cost of the works to the bidder.</p>
<p>44. Annulment of award</p>	<p>Failure of the successful Bidder to comply with the requirements of ITB Clause titled 'Signing the Contract Agreement' or ITB Clause titled 'Performance Security' shall constitute sufficient grounds for the annulment of the award and initiation of the proceedings as outlined in Bid Security Format.</p>
<p>45. Ineligibility for participation in re-tender</p>	<p>Notwithstanding the provisions specified in ITB Sub-Clause titled 'Forfeiture of Bid Security' and ITB Clause titled 'Annulment of award', if a bidder after having been issued the Notification of Award/ Purchase Order, either does not sign the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.</p> <p>Ineligibility for participation in future tenders</p> <p>If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from Respective Utility (Tender inviting Utility) for a period of 6 months from the date of withdrawal of the bid.</p> <p>If a bidder after having been issued the Notification of Award/ Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not sign the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in retendering of the package, then such bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such vendor shall also be dealt as per the provisions of the contract and policy for Withholding and Banning of Business Dealings</p>
<p>46. Restrictions on a Bidder of a country which shares a land border with India.</p>	<p>46.1. Any Bidder (including its Collaborator/ Associate/ DJU Partner/ JV partner/ Consortium Member/ Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned</p>

	<p>in as per the instructions and guidelines issued by Gol from time to time.</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract supplies/services/works to any "Sub contractor" from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as per the instructions and guidelines issued by Gol from time to time.</p> <p>However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the</p>
	<p>46.2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person 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.</p>
	<p>46.3. "Sub-contractor" (including the term 'Sub-vendor'/Sub-supplier' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p>
	<p>46.4. "Bidders from a country which shares a land border with India" / "Sub-contractor from a country which shares a land border with India" mentioned in para 46.1 above means;</p> <ul style="list-style-type: none"> 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.
	<p>46.5. The beneficial owner for the purpose of clause "46.4" above will be as under;</p> <p>(a) In case of company of 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 a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <ul style="list-style-type: none"> i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by

	<p>virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>(b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>(c) In case of an unincorporated associations 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;</p> <p>(d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>(e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of 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.</p>
	<p>46.6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>
<p>47. Independent External Monitors (IEM)s</p>	<p>In respect of this package, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.</p> <p>The Independent External Monitor(s) (IEMs) as mentioned at UTILITY WEBSITE (https://mgvcl.nprocure.com & www.mgvcl.com) have been appointed by Utility, in terms of Integrity Pact (IP) which forms parts of the MGVCL Tenders/Contracts.</p> <p>This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in MGVCL or directly with the IEMs address:</p> <p>(Mention IEM address)</p>
	<p>The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Utility including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-Contractors/ JV partners/ Consortium member with confidentiality.</p> <p>The Nodal Officer for necessary coordination in this regard shall be as under:</p> <p>(Mention details of Utility Nodal Officer)</p>
	<p>G. Interpretation</p>
<p>49. Interpretation of the Model Technical Specifications (MTS) and the RFP document</p>	<p>This Bid Document, inclusive of the MTS document, Schedules, annexure(s), the statements, exhibits and sections, if any, comprises the whole and complete Document</p> <p>This RFP document should be read in consonance with the MTS document. In the RFP document references to the MTS have been provided. In case there is no reference relating to a particular clause(s) of the MTS, it should be deemed as the said reference has been provided. The bidder is required to read both the</p>

	<p>documents and would be deemed to be in knowledge of the provisions of both the MTS and the RFP document. No claim of any nature whatsoever shall be entertained in this regard.</p> <p>In case of any conflict with any provision relating to the MTS document and the RFP document, the provisions of the RFP document shall prevail for all intents and purposes</p>
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Section III.
Bid Data Sheet

A. Introduction	
ITB 1	E-Tender Portal: www.nprocure.com
ITB 2.1	The number of the Invitation for Bids is : UGVCL/IT-EMC/SCADA/245
ITB 2.1	The Purchaser is: UGVCL
ITB 2.1	The name of the DCB is: SCADA/DMS Implementation for RDSS works in the UGVCL for implementation of SCADA/DMS System in the State Electricity Distribution Utility The identification number of the DCB is: UGVCL/IT-EMC/SCADA/245
B. Bidding Document	
ITB 8.4	Details of Pre-Bid conference: Date: 20.09.2022 Venue: UGVCL Regd. & Corporate Office, Visnagar Road, Mehsana -384001
ITB 8.4 & 22	The Utility address is: Chief Engineer (P & P) UGVCL Regd. & Corporate Office, Visnagar Road, Mehsana -384001
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: English
ITB 12.1	For formats of the attachments Bidder needs to submit with its Technical Proposal Refer to Section V
ITB 12.2	All prices to be quoted by the bidders will be in Indian Rupees only
ITB 12.2	For formats of the attachments Bidder needs to submit with its Price Proposal Refer to Section V
ITB 14.1	Alternative Bids shall not be permitted.
Incoterms	Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
ITB 15.4	The prices quoted by the Bidder shall be: Firm (subject to GCC 14.5)
ITB 19.1	The bid validity period shall be 180 days after the bid submission deadline date prescribed by the Purchaser.
ITB 20.1	Bidders are required to submit the Bid Security declaration in line with the Order No F.9/4/2020-PPD dtd 30.12.2021 issued by Ministry of Finance, Govt. of India or any amendments thereof. (Refer Annexure-I to BDS)
D. Submission and Opening of Bids	
ITB 22	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Notarized Power of Attorney.

ITB 22.2 (c)	<p>The identification of this bidding process is: UGVCL/IT-EMC/SCADA/245 The identification of this bidding process is: Single stage Two envelope The name of DCB: SCADA/DMS Implementation for RDSS works in the UGVCL</p> <table border="1" data-bbox="421 347 1401 743"> <thead> <tr> <th data-bbox="421 347 708 416">Bid Identification No</th> <th data-bbox="708 347 1401 416">Particulars</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table> <p>The bid identification No. shall be mentioned by the Bidder prominently on the top of envelope for the lots in the following manner : (a) Bidding process for the bid is : “Single stage Two envelope” (b) Bid identification No. “UGVCL/IT-EMC/SCADA/245”</p>	Bid Identification No	Particulars																				
Bid Identification No	Particulars																						
ITB 23.1	<p>The deadline for bid submission is: Date: 04.10.2022 Time: 16:00 Wherever reference to “Time” has been made, the same shall be taken as Indian Standard Time.</p>																						
ITB 26.1	<p>The bid opening shall take place at: UGVCL Regd. & Corporate Office, Visnagar Road, Mehsana -384001</p>																						
E. Evaluation, and Comparison of Bids																							
ITB 33.1	<p>1. PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS. Purchase preference shall be given to local suppliers as per methodology specified in Annexure-II to Bid Data Sheet. (Refer Annexure-II to BDS) 2. Preference to MSE bidders shall not be applicable.</p>																						
F. Award of Contract																							
ITB 39.1	<p>The percentage by which number of towns may be increased is: 30 percent of the total number of towns The percentage by which number of towns may be decreased is: 30 percent of the total number of towns</p>																						
ITB 41.2	<p>If the successful bidder fails to sign the Contract Agreement within 14 days from the date the successful bidder’s receipt of the Contract Agreement, the Purchaser reserves the right to terminate the award by forfeiting Bid Security without any notice.</p>																						
ITB 42.1	<p>If the successful bidder fails to furnish the required Performance Security within 28 days of the receipt of notification of award, the Purchaser reserves the right to terminate the award by forfeiting Bid Security without any notice.</p>																						
G. Others																							
ITB 46	<p>Restrictions on a Bidder of a country which shares a land border with India. Please Refer Annexure-III to BDS</p>																						