

Section IV of SBD

I) Qualifying Requirement/ Eligibility criteria

UGVCL may float tender individually or combined for Group-A & B together and may also divide Group A & B into multiple packages to derive optimal volume of work and enhance competition. UGVCL may tender Group U towns separately.

Group-A /U towns

Only those bidders which meets the below mentioned minimum Qualifying Requirements shall be considered for further evaluation of Technical Proposal. The bidder or members of the consortium & their holding company shall not be based in prior referenced countries as notified by MHA, GoI at the time of bidding at the time of award-

The Bidder can be a Sole Bidder or a Consortium (of not more than two members) who shall meet the following: -

I. Financial (Both lead & Consortium partner shall meet the requirement individually)
<p><i>i.</i> Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost (39 Crs.). (Proof: Annual Audited Financial Statements for last three financial years shall be submitted. In case Audited Financial Statements for the previous year is not prepared then certificate from statutory auditor shall be submitted certifying the annual financial turnover.)</p>
<p><i>ii.</i> The bidder should have a net worth not less than paid-up equity, in each of the last three audited financial years. (Proof: Annual Audited Financial Statements for last three financial years shall be submitted. In case Audited Financial Statements for the previous year is not prepared then certificate from statutory auditor shall be submitted certifying the networkth)</p>
II. Technical
<p><i>iii.</i> The following qualifying requirements (A and B) shall be met by the sole bidder. However, member meeting qualifying requirements of part A as below, shall be the lead member for the purpose of the contract:</p> <p>A --The bidder shall provide evidence of previous experience in the design, engineering, supply, installation, testing and commissioning of at least one SCADA & DMS/EMS (Supervisory Control and Data Acquisition System & Distribution Management System Projects for Power Distribution /Transmission] / (11KV or above) in the last seven (7) years meeting the following: -</p> <p><i>i.</i> The above project(s) should consist of RTUs/Data Concentrator (DC)/ Bay controller Unit (BCU) and FRTUs using IEC-870-5-104/101/DNP3.0/MODBUS protocol. The above project should be in operation for atleast one year during last 7 years ending seven days from the bid due date.</p> <p>B- bidder shall provide evidence of previous experience in the design, engineering, supply,</p>

installation, testing and commissioning of atleast one Projects for POWER DISTRIBUTION /TRANSMISSION (11KV or above) in the last seven (7) years meeting the following:

- Commissioning of R M U or Sectionlizer or Auto re-closer. The above project should be in operation for atleast one year during last 7 years ending seven days from the bid due date

(**Proof:** i) LoA from the owners/client and ii) certificates of Acceptance/ successful completion for work done, in support of the qualifying requirements, clearly establishing – a) the start and end date, b) operation of at least 1 year of the project, c) brief scope of work and d) cost of project, on client letterhead.

The supporting proof document must be labeled as original/true copy/translation, as the case may be, and the same shall necessarily be signed and authenticated by the Authorised Signatory of bidder. The owner/client contact details shall be provided against each project experience proof being submitted.

The proof documents available in any language other than English shall be translated to English and authenticated by Authorised Signatory of bidder for submission. In such cases, the original language copies shall also be submitted along with the translated proof documents)

Group-B&C towns

Only those bidders which meets the below mentioned minimum Qualifying Requirements shall be considered for further evaluation of Technical Proposal.

The bidder or members of the consortium & their holding company shall not be based in prior referenced countries as notified by MHA, GoI at the time of bidding.

The Bidder can be a Sole Bidder or a Consortium (of not more than two members) who shall meet the following:-

I. Financial (Both lead & Consortium partner both shall meet the requirement individually)

<i>i.</i> Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost (39 Crs).
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(Proof: Annual Audited Financial Statements for for last three financial years shall be submitted. In case Audited Financial Statements for the previous year is not prepared then certificate from statutory auditor shall be submitted certifying the annual financial turnover)
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<i>ii.</i> The bidder should have a net worth not less than paid-up equity, in each of the last three audited financial years.
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(Proof: Annual Audited Financial Statements for last three financial years shall be submitted. In case Audited Financial Statements for the previous year is not prepared then certificate from statutory auditor shall be submitted certifying the net worth.)

II. Technical

i. **The following qualifying requirements (A and B) shall be met by the sole bidder. However, member meeting qualifying requirements of part A as below, shall be the lead member for the purpose of the contract:**

- A. The bidder shall provide evidence of previous experience in the design, engineering, supply, installation, testing and commissioning of atleast one SCADA (Supervisory Control and Data Acquisition Projects for Power Distribution /Transmission/Generation/ railways/ Oil /Gas / water / process control industries in the last seven (7) years. The above project(s) should consist of RTUs/Data Concentrator (DC)/ Bay controller Unit (BCU). The SCADA using IEC-870-5-104/101/DNP3.0/MODBUS protocol. The above project should be in operation for atleast one year during last 7 years ending seven days from the bid due date
- B. The bidder shall provide evidence of previous experience in the design, engineering, supply, installation, testing and commissioning of atleast one SCADA or RTDAS Project for POWER DISTRIBUTION /TRANSMISSION/GENERATION/ railways/ Oil /Gas / water / process control industries in the last seven (7) years. The above project(s) should consist of RTUs/Data Concentrator (DC)/ Bay controller Unit (BCU)/ FPI. The SCADA or RT-DAS using IEC-870-5-104/101/DNP3.0/MODBUS protocol. The above project should be in operation for atleast one year during last 7 years ending seven days from the bid due date.

(Proof: i) LoA from the owners/client and ii) certificates of Acceptance/ successful completion for work done, in support of the qualifying requirements, clearly establishing – a) the start and end date, b) operation of at least 1 year of the project, c) brief scope of work and d) cost of project, on client letterhead.

The supporting proof document must be labeled as original/true copy/translation, as the case may be, and the same shall necessarily be signed and authenticated by the Authorised Signatory of bidder. The owner/client contact details shall be provided against each project experience proof being submitted.

The proof documents available in any language other than English shall be translated to English and authenticated by Authorised Signatory of bidder for submission. In such cases, the original language copies shall also be submitted along with the translated proof documents)

II) Evaluation Methodology

- ↗ Single-Stage, Two-Envelope Bidding Procedure
- ↗ Only those bidders which meet the minimum Qualifying Requirements shall be considered for further evaluation of Technical Proposal Marks.
- ↗ The evaluation team will thoroughly review the proposals submitted by various bidders / consortiums. The broad evaluation will be based as following: -
 - QR compliance & Technical proposal
 - Price Proposal: 100% Weight. (Based on L1 among technically qualified bidders)
- ↗ Each of the bidders will be requested to demonstrate the product and services.
- ↗ The technical evaluation will commence post the demonstrations for understanding and shall be reason to reject bids. Rejection shall be only be made upon non-compliance of QR only.
- ↗ Alternate bids are not allowed.
- ↗ UGVCL, in observance of best practices, shall:
 - Maintain the bid evaluation process strictly confidential.
 - Reject any attempts or pressures to distort the outcome of the evaluation, including fraud and corruption.
 - Strictly apply only and all of the evaluation and qualification criteria specified in the Bid document.

E-1: Single-Stage, Two-Envelope Bidding Procedure

- In the Single-Stage, Two-Envelope bidding procedure, Bidders should submit two sealed envelopes simultaneously, one containing the QR compliance & Technical proposal and the other the Price Proposal, enclosed together in an outer single envelope. Initially, only the QR compliance & Technical proposals are opened at the date and time advised in the Bidding Document. The Price Proposals remain sealed and are held in custody by the Purchaser. The QR compliance & Technical proposals are evaluated by the Purchaser. No amendments or changes to the QR compliance & Technical proposals are permitted. The objective of the exercise is to allow the Purchaser to evaluate the Technical Proposals without reference to price.
- Bids of Bidders which do not conform to the mandatory requirements may be termed as non-responsive and will not be evaluated further. Following the approval of the technical evaluation, and at an address, date and time advised by the Purchaser, the Price Proposals are opened in public. The Price Proposals are evaluated and, following approval of the price evaluation, the Contract is awarded to the Bidder whose Bid has been determined to be have scored maximum in the composite formula as defined below:

Total Score = 100% x Price Proposal Score.

Evaluation and Comparison of bids

Initially the Supplier's responses are reviewed for compliance with the Commercial terms and conditions. The Suppliers who fail to comply with any of the commercial terms and conditions mentioned may be termed as non-responsive and will not be evaluated further. For those Suppliers who have qualified the commercial terms and conditions Technical evaluation will be conducted followed by the Price-Bid evaluation. The price bids will remain sealed until the technical evaluation is complete.

Technical Evaluation

Stage-1: Preliminary Evaluation

In stage-1, the following shall be confirmed:

QR Compliance, Submission of Bank Guarantee, Acceptance of terms and conditions, Acceptance to scope of work and compliance to model technical specification. In case the bid doesn't meet all the mandatory requirements, the bid shall be termed as non-responsive and will not be evaluated further.

Stage-2

B. Price-Bid Evaluation: -

The Price-Bid evaluation shall be done only for those bids which meets minimum QR and bidders with lowest bid price (L1) shall be awarded

Section V.
Bidding Forms; Attachments; and Formats

Form F-1: Technical Proposal Submission Sheet

Date: _____
Invitation for Bid No.: _____
e-Tender Bid
No.: _____

To
Chief Engineer (P & P)
UGVCL Regd. & Corporate Office,
Visnagar Road, Mehsana -384001

We, the undersigned, declare that:

1. Having examined the Bidding Documents including subsequent Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any), the receipt of which is hereby acknowledged, we, the undersigned, offer to design, engineer, manufacture, test, deliver, install and commission (including carrying out Guarantee Test) the facilities under the above-named Package in full conformity with the said Bidding Documents for the sum, excluding Goods and Services Tax indicated by us, as mentioned in Output Preview of Main Screen of Bid Invitation at UGVCL e-tender website or such other sums as may be determined in accordance with the terms and conditions of the Contract.

1.1. We further understand that discount letter, if any, separately uploaded online or submitted in physical form or indicated at location other than Condition field of General Data/Item Data in Main Screen of Bid Invitation shall not be considered for the purpose of evaluation.

2. COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

Any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/ Clarification(s)/Addenda/Errata (if any) found anywhere in our bid proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which our bid shall be rejected.

2.1. We further declare that additional conditions, variations, deviations, if any, found anywhere in the proposal, shall not be given effect to

3. We are aware that the Price Schedules do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other Sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and prices. We agree that the entered rates and prices shall be deemed to include the full scope as aforesaid, including overheads and profit.

4. We undertake, if our bid is accepted, to commence work on the Facilities immediately upon your Notification of Award to us and to achieve Completion of Facilities and conduct Guarantee Test (if any) within the time specified in the Bidding Documents.

5. Our Bid shall be valid for a minimum period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. If our bid is accepted, we undertake to provide Advance Payment Security, Contract Performance Securities and securities for Deed(s) of Joint Undertaking (as applicable) in

the form and amounts and within the times specified in the Bidding Documents.

7. We are not participating, as Bidders, in more than one Bid in this bidding process in accordance with the Bidding Document;
8. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the UGVCL and debarred as per Office memorandum No F.1/20/2018-PPD Dated 02.11.2021 or any amendments thereof as on **<bidder to enter date of bid submission>**. We further confirm to intimate the tender issuing authority regarding any change in status w.r.t. ineligibility / debarring.
9. We understand that until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute the formation of the contract between us.
10. We understand that you are not bound to accept our bid or any other bid you may receive.
11. We have read the ITB clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we/our Collaborator/JV Partner/Consortium member are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

***We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member, as applicable, is enclosed as Annexure... ** to Bid.**

***Bidder to strike-off, if not applicable.**

****Bidder to mention the Annexure no.**

12. We declare, that we have our office in India with the details as mentioned

below:- Address: _____

Contact Person: _____

Telephone No.: _____

Name _____
In the capacity of _____

Signed _____
Duly authorized to sign the Bid for and on behalf of _____
Date: _____

Note: 1. Bidders may note that no prescribed proforma has been enclosed for:
(a) Attachment 2 (Power of Attorney)

For this, Bidders may use their own proforma for furnishing the required information with the Bid

Form F- 2 : Price Proposal Submission Sheet

Date: _____
DCB _____ No.: _____
Invitation for Bid No.: _____

To
Chief Engineer (P & P)
UGVCL Regd. & Corporate Office,
Visnagar Road, Mehsana -384001

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. (if any): _____

- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, the following Goods and Related Services: _____

- (c) The total price of our Bid is quoted in online tendering portal. Our quoted prices are inclusive of all taxes and duties except GST (*UGVCL to check compatibility of the tendering portal regarding GST*).

- (d) We have uploaded the Price Schedules as per the formats provided.

Name _____
In the capacity of _____
Signed _____
Duly authorized to sign the Bid for and on behalf of _____
Date _____

Form F- 3: Bid Security

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.

(If Bid Security/EMD is permitted utilities to use Indicative Draft Bid Security Format provided hereunder, to be customized by the Utilities on case to case basis. Place marked * may be specifically be filled/verified before finalizing the drafts by the utilities. Bank Guarantee is to be obtained on the requisite value of Stamp paper as per Stamp Act)

Bid Security Declaration Form

Date: _____

Tender No. _____

To
Chief Engineer (P & P)
UGVCL Regd. & Corporate Office,
Visnagar Road, Mehsana -384001

We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

BANK GUARANTEE

This Guarantee made on this _____ day of _____ 202_ between _____ **Bank Limited**, a Company incorporated in _____ having its registered office at _____ and one of its branch office at _____ Mumbai _____ hereinafter called the "**Bank**" which expression shall unless repugnant to the context or contrary to the meaning thereof shall include its successors and assigns) of the One Part and _____, a Company incorporated in India under the Companies Act, 1956 and having its registered office at _____ (hereinafter called " Purchaser" which expression shall include its successors) of the Other Part.

WHEREAS

1. The Bidder has submitted its Bid dated _____ DCB No. _____ for supply of _____ herein after called "the Bid".
2. As per the Bidding Documents the bidder has to provide Bid security by way of a Bank Guarantee from a Nationalised Bank for an amount of Rs* _____ (the "**Guaranteed Amount**") for the following obligations in favour of the Purchaser :-
 - a) *If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 19.2; or
 - b) *If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:
 - (i) Execute the Contract; or
 - (ii) Furnish the Performance Security, in accordance with the ITB Clause 42:or
 - (iii) Accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 30.
3. The Bank has, at the request of Bidder, agreed to give in favour of _____ a Guarantee for payment of the Guaranteed Amount in a manner hereinafter appearing which the Purchase has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said Bid and in consideration of the premises, the Bank hereby unconditionally and irrevocably, and without any qualification whatsoever, agrees, covenants, undertakes and guarantees, as primary obligator and not as surety merely, to make payment to Purchaser on its first demand without whatsoever any claims, objection, protest or demur and without any recourse to the Bidder, notwithstanding any intimation or direction to the contrary or any objection, such

sum or sums of money to the extent of and upto the Guaranteed Amount up to and including 60 days after the bid validity period. Any such demand placed on the Bank shall be conclusive as regards the Guaranteed Amount due and payable by the Bank under this Guarantee.

2. This Guarantee is executed for a period of 60* days after the period of bid validity during which period it is not revocable except with the previous written consent of Purchaser.
3. Purchaser may, without affecting Bank's liabilities and obligations hereunder, grant time or other indulgence to or compound with Bidder or enter into any agreement or agree to forbear to enforce any of the terms and conditions of this Guarantee.
4. This Guarantee shall not be affected by any change in the constitution of Purchaser or Bidder by merger, amalgamation or absorption with any other body or corporation or otherwise and this Guarantee will be available to or enforceable by or against such body or corporation.

In order to give effect to this Guarantee, Purchase shall be entitled to act as if the Bank were the principal debtor and the Bank hereby waives all and any of its rights of suretyship.

Any notice by way of request and demand or otherwise hereunder sent by telex, fax or personally served, or by registered post addressed as aforesaid to the Bank in Mumbai, India shall be presumed to have been duly received by the Bank as follows:

- (i) If personally served, when served.
- (ii) If by fax or telex on the second business day after the transmission.
- (iii) If mailed, upon receipt, or on seventh day after deposit in the mail with postage prepaid.

The Guarantee herein contained is not revocable by notice during its currency and shall remain in full force until payment has been made to Purchase by Bank of the Guaranteed Amount payable hereunder.

The liability of the Bank is irrevocable during the currency of this Bank Guarantee and is restricted to the Guaranteed Amount viz. Rs _____ (Rupees _____ Only).

Unless demand or claim under this Guarantee is received by the Bank in writing within the validity period of this Guarantee, all the rights of Purchase against the Bank shall be forfeited and the Bank shall be relieved and discharged of all liabilities hereunder.

These Presents shall be governed by and construed in accordance with the Indian Law, and the courts in _____ alone shall have exclusive jurisdiction in relation hereto.

The Bank hereby declares that it has power to issue this Guarantee and the undersigned have the full power to approve execution, delivery and the performance of the Guarantee.

Signed, sealed and delivered by the

Bank For _____

Authorised Signatories

Form F- 4: Manufacturer's Authorization
(To be obtained from all OEMs)

Date: _____

DCB No.: _____

Invitation for Bid No.: _____

To
Chief Engineer (P & P)
UGVCL Regd. & Corporate Office,
Visnagar Road, Mehsana -384001

WHEREAS _____ who are official
manufacturers of _____ having factories
at

_____ do hereby authorize
_____ to submit a Bid in relation to
the Invitation for Bids indicated above, the purpose of which is to provide the following
Goods, manufactured by us _____ and to subsequently negotiate and
sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 26 of the
General Conditions of Contract, with respect to the Goods offered by the above firm in reply
to this Invitation for Bids.

Name _____

In _____ the _____ capacity _____ of:

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____