

38.	Award Criteria
39.	Purchaser's Right to Vary Quantities at Time of Award
40.	Notification of Award
41.	Signing of Contract
42.	Performance Security
43.	Local Conditions
44.	Annulment of award
45.	Ineligibility for participation in re-tender
46.	Restrictions on procurement from a Bidder of a country which shares a land border with India
47.	Independent External Monitors (IEM)s
G. Interpretation	
48.	Interpretation of the MTS and the RFP document
H. Conflict of Interest	
49.	Conflict of Interest

A. General	
1. Mode & Type of bidding	The bidding shall be done online through e-tender portal ←-utility to specify-----→ 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	3.1. The Employer named in the Bidding Documents intends to use the capital subsidy {60% (90% in case of special category states) of cost of the infrastructures in the project} under Revamped Reforms-based and Results linked, Distribution Sector Scheme (RDSS), a Government of India flagship program for bringing down the costs and improve the efficiency of supply of the electricity in the states, 40% (10% in case of special category states) to be arranged by the State Government/Employer through loans from REC/PFC/or other FIs/own resources. However, the payment as per the contract payment terms will be released timely by the Employer, without any linkage to disbursement of the funds under RDSS scheme

<p>4. Corrupt Practices</p>	<p>4.1 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> <ul style="list-style-type: none"> ▪ “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; ▪ “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; ▪ “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; ▪ “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>(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 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.</p> <p>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>5.1 Bidders meeting the eligibility criteria as outlined in Section-IV Eligibility Criteria of this document.</p> <p>5.2 Bidding is open to bidders from <u>within the Utility's country</u>, subject to fulfillment of conditions specified in ITB Clause 46 "Restrictions on procurement from a Bidder of a country which shares a land border with India".</p> <p>5.3 Bidders debarred as per Office memorandum No F.1/20/2018-PPD Dated 02.11.2021 issued by Department of Expenditure, Ministry of Finance or any amendments thereof shall not be eligible to participate.</p>
<p>6. Eligible Goods and Related Services</p>	<p>6.1 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>6.2 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>7.1 The Bidding Document consists of the section 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 incl Model Technical Specification • Section VII. General Conditions of Contract (GCC) • Section VIII. Special Conditions of Contract (SCC) <p>7.2 The Invitation for Bids (IFB) issued by the Utility is a part of the Bidding Document.</p> <p>7.3 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>7.4 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. 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 25.2.</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 sites 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 The Utility 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 25.2.</p>
<p>C. Preparation of Bids</p>	
<p>10. Cost of Bidding</p>	<p>10.1 Tender Fee as mentioned in IFB.</p> <p>10.2 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>

¹ For e-tendering website please refer IFB

<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>
<p>12.1</p>	<p>Techno-Commercial Bid (Envelope-I) The Techno-Commercial Bid shall comprise of the following:</p>
<p>12.1.1</p>	<p>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</p>
	<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 inphysical 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.</p>
	<p>b) Attachment 2: Power of Attorney)(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 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>

	<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>
	<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,) (The Authority of the person issuing the Power of Attorney shall also be submitted).</p> <ul style="list-style-type: none"> • 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</p>	<p>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>
	<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 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> <ol 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.

	<p>(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>
	<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.</p> <p>Bids submitted by a Bidder in association with an Associate, if so permitted as per Qualification requirements, shall additionally comply with the following requirements:</p> <p>The bid shall include the information listed in Section-IV Eligibility Criteria.</p> <p>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-Commercialbid.</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 Appendix C 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. 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. 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>