

	<p>Whether Joint Ventures are permitted : As per Section-IV Eligibility Criteria</p> <p>Whether Associate/Collaborator permitted : As per Section-IV Eligibility Criteria</p>
	<p>Form-4: Manufacturer's Authorization</p> <p>Form-5: Certificate as to principal corporate.</p>
	<p>(b) Attachment 5: Subcontractors Proposed by the Bidder Subcontractors 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 To be uploaded in Cover type 'Pre-Qual /Technical ' of e-Tendering System)</p> <p>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.</p> <p>Attachment 9A: Functional Guarantees</p> <p>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) <i>(Utility to check if applicable of not)</i></p> <p>Form of acceptance of Fraud Prevention Policy (applicable as per award issuing utility practice), duly filled in as per UTILITY's Format.</p>
	<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. <i>(Utility to check if applicable of not)</i></p>
	<p>(i) Attachment 12: Declaration regarding local content, 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.</p> <p>Other Attachment (s), if any, shall be as specified in BDS.</p> <p>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.</p> <p>For formats mentioned above, please refer Section V.</p>
<p>12.2</p>	<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.</p> <p>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 biddingdocument. 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) as detailed in price forms. The Excel BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns.</p> <p><i>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.</i></p> <p><i><Utility to amend this clause in line with the tendering portal provisions></i></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.</p> <p>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.</p> <p>Price Bid should not contain any matter in respect of Technical and / or 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, 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.</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>

<p>16. Currencies of Bid</p>	<p>16.1. Bidders shall quote all prices in Indian Rupees only.</p>
<p>17. Documents Establishing the Eligibility and Qualification of the Bidder</p>	<p>17.1. To establish their eligibility in accordance with ITB Clause 5, Bidders shall:</p> <p>(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section V, Bidding Forms</p>
<p>18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document</p>	<p>18.1. 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>18.2. 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>18.3. 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.</p>
<p>19. Period of Validity of Bids</p>	<p>19.1. 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>19.2. 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

20.1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form, and in the amount specified in IFB / BDS in a separate envelope.

20.2. Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a nationalized/ scheduled commercial bank located in India;
- (b) a cashier's or certified check or demand draft from a Nationalized/ Scheduled commercial bank located in India; or
- (c) another form security, if specified in the BDS.

In the case of a bank guarantee, the Bid security shall be submitted using the Bid Security Form included in Section 4, Bidding Forms – Technical Part of the Bid. The form must include the complete name of the Bidder. The Bid Security shall be valid for ninety (90) days beyond the original validity period of the Bid, or beyond any period of extension if requested under **ITB 19.2**

20.3. 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.

20.4. The Bid Security in Original shall be submitted in a separate sealed envelope before the stipulated bid submission closing date and time.

20.5. In case acceptable Bid Security is not received then online Bid shall be rejected by UTILITY as being non-responsive and shall not be opened.

20.6. Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful bidder's signing the contract and furnishing the Performance Security pursuant to **ITB 41** and **ITB 42**

20.7. The Bid Security of the successful bidder shall be returned as promptly as possible once the successful bidder has signed the Contract and furnished the required Performance Security

20.8. The proceedings as outlined in Bid Security Format shall be initiated:

- (a) if a Bidder withdraws /modifies/substitutes its Bid during the period of bid validity as specified in ITB Clause 19.1, except as provided in ITB Sub- Clause 19.2 or 25 ; or
- (b) if the successful Bidder fails to:
 - 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 30.4
 - 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)

	<ul style="list-style-type: none">• incidents of manipulation of rates by cartelization
21. Format and Signing of Bid	<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>

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

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:

The physical documents shall be sealed and marked in the following manner:

- (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.

The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

- (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.