

<p>23. Deadline for Submission of Bids</p>	<p>23.1. 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.</p> <p>23.2. 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.</p>
<p>24. Late Bids</p>	<p>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.</p>
<p>25. Withdrawal, Substitution, and Modification of Bids</p>	<p>25.1. 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. The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be:</p> <ul style="list-style-type: none"> (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. <p>25.2. Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned unopened to the Bidders.</p> <p>25.3. No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB Clause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.</p>
<p>26. Bid Opening</p>	<p>Opening of Bids</p>
<p>26.1.</p>	<p>Techno-Commercial Bid Opening</p>
<p>26.1.1.</p>	<p>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.</p>
<p>26.1.2.</p>	<p>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.</p>

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.</p> <p><i><Utility to amend this clause in line with the tendering portal provisions></i></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>
	<p>E. Evaluation and Comparison of Bids</p>
27. Confidentiality	<p>27.1. 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>27.2. 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>27.3. 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>

<p>28. Clarification of Bids</p>	<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>29.1. 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>29.2. 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 Section VI (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>30.1. 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>30.2. 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>30.3. 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 computational or arithmetic discrepancy or error. <p>30.4. 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>
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31. Preliminary Examination of Bids

Part-A TECHNO-COMMERCIAL BIDS

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, conditionalities 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.

Compliance with the Provisions of Bidding Documents

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 **full compliance to all provisions of Bid Doc**

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 SecurityFormat shall be initiated.

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.

Part-B: QUALIFICATION

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 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.

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.**

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.

Part C: Price Bids

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.

Arithmetical Correction

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'.
32. Examination of Terms and Conditions; Technical Evaluation	<p>32.1. 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>32.2. 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>32.3. 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>
33. Margin of Preference	<p>33.1. 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.</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>36.1. The Utility shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.</p> <p>36.2. 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>36.3. 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

<p>38. Award Criteria</p>	<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 , Section IV</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>
<p>39. Utility’s Right to Vary Quantities at Time of Award</p>	<p>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.</p>
<p>40. Notification of Award</p>	<p>40.1. 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>40.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
<p>41. Signing of Contract</p>	<p>41.1. 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.</p> <p>41.2. Within fourteen (14) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Utility.</p> <p>41.3. 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>42.1. 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>42.2. 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>