

<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 for 'Forfeiting 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 re-tendering 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 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 MHA</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> <p>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;</p> <p>ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by 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. The Independent External Monitor(s) (IEMs) as mentioned at UTILITY WEBSITE (Mention web address) have been appointed by Utility, in terms of Integrity Pact (IP) which forms parts of the Name of Utility 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 NAME OF UTILITY 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>48. Interpretation of the Model Technical Specifications (MTS) and the RFP document</p>	<p>48.1 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>48.2 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 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>48.3 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>
	<p>H. Conflict of Interest</p>

49.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- receives or has received any direct or indirect subsidy from another Bidder; or
- has the same legal representative as another Bidder; or
- has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
- any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- any of its affiliates has been hired (or is proposed to be hired) by the Employer for the Contract implementation; or
- has a close business or family relationship with a professional staff of the Utility (or of the project implementing agency) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Employer throughout the Bidding process and execution of the Contract.

49.2 A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.

Section III.
Bid Data Sheet

A. Introduction	
ITB 1	E-Tender Portal: ←utility to specify→
ITB 2.1	The number of the Invitation for Bids is : ←utility to specify→
ITB 2.1	The Purchaser is: ←utility to specify→
ITB 2.1	The name of the DCB is: SCADA/DMS Implementation for RDSS works in the <Utility> for implementation of SCADA/DMS System in the State Electricity Distribution Utility The identification number of the DCB is: ←utility to specify→
B. Bidding Document	
ITB 8.4	Details of Pre-Bid conference: Date: <To be filled by utility> Venue: <To be filled by utility> Time: <To be filled by utility>
ITB 8.4 & 22	The Utility address is: <To be filled by utility>
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 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	<p>The identification of this bidding process is: ←utility to specify→</p> <p>The identification of this bidding process is: Single stage Two envelope</p> <p>The name of DCB: SCADA/DMS Implementation for RDSS works in the <Utility> for implementation of SCADA/DMS System in the State Electricity Distribution Utility</p> <table border="1" data-bbox="411 920 1350 1323"> <thead> <tr> <th data-bbox="411 920 687 992">Bid Identification No</th> <th data-bbox="687 920 1350 992">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 :</p> <p>(a) Bidding process for the bid is : “Single stage Two envelope”</p> <p>(b) Bid identification No. “<>”</p>	Bid Identification No	Particulars																				
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ITB 23.1	<p>The deadline for bid submission is:</p> <p>Date: <To be filled by Utility></p> <p>Time: <To be filled by Utility></p> <p>Wherever reference to “Time” has been made, the same shall be taken as Indian Standard Time. If time is mentioned in “P.M”, the same shall be converted into Hours by adding 12 Hours e.g. 2 P.M equal to 2 + 12 i.e. “14.00 Hours IST”</p>																						