

## **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/ bid security , 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 <Address of Utility>

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 Utility 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 <UTILITY NAME> 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: \_\_\_\_\_

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 incl GST (*Utility 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**

**(Utilities to use 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 asper Stamp Act)**

**Format of Bank Guarantee for Bid Security**

{To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.}

Reference No. .... Bank Guarantee No. .... Dated: .....

To:

[Utility]  
[Address]

Dear Sir/ Madam,

WHEREAS..... [Insert name of the Sole Bidder] / [ insert name of the Lead Joint Venture Member followed by the words “ representing Joint Venture of [ insert names of all the members of Joint Venture]” with address ..... [Insert address of Sole Bidder /Lead Joint Venture Member] having its registered office at ..... [Insert address of the Sole Bidder /Lead Joint Venture Member] (Hereinafter, the “Bidder”) wishes to participate in Tender No. [Tender Details] (the “RFB”) issued by [Utility] (hereinafter, the “Utility”) for [ name of the Package/ Contract title].

And WHEREAS a Bank Guarantee for [Amount] valid t i l l [Date] is required to be submitted by the Bidder along with the RFB.

We, .....[Insert name of the Bank and address of the Branch giving the Bank Guarantee] having our registered office at .....[Insert address of the registered office of the Bank] hereby give this Bank Guarantee No. ....[Insert Bank Guarantee number] dated .....[Insert the date of the Bank Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Utility any officer authorized by it in this behalf any amount not exceeding [Amount] to the said Utility on behalf of the Bidder.

We ..... [Insert name of the Bank] also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or not signing the Contract Agreement or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the RFB would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Utility in case of any occurrence of a default on the part of the Bidder and that the amount is liable to be forfeited by the Utility

This Guarantee shall be valid and binding on this Bank up to and inclusive of ..... [Insert the date of validity of the Bank] and shall not be terminable by notice or by Guarantor for the reason of change in the constitution of the Bank or the firm of the Bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Utility.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to [Amount]. Our Guarantee shall remain in force till [Date]. Unless demands or claims under this Bank Guarantee are made to us in writing on or before [Date], all rights of the Beneficiary under this Bank Guarantee shall be forfeited, and we shall be released and discharged from all liabilities there under.

[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]	[Insert signature of the Bank’s Authorized Signatory]
Attested	
..... [Signature] (Notary Public)	

Place: .....

Date: .....

**INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE**

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.
2. The Bank Guarantee by Bidder shall be given from any Scheduled Commercial Bank.
3. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned



**Format of Power of Attorney of designated Bid Signatory by sole bidder/ lead joint venture member**

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution.]

Know all men by these presents, we .....[Insert name and address of the registered office of the Lead Consortium Member of the Bidding Consortium/ Sole Bidder] do hereby constitute, appoint, nominate and authorize Mr./Ms. .... [Insert name and residential address], who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to RFB/ Tender No. [RFB/ Tender Details] for [Insert name of Package/ Contract title] (the "Project") issued by [Utility], including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which Utility may require us to submit. The aforesaid attorney is further authorized for making representations to Utility, and providing information / responses to Utility, representing us in all matters before Utility, and generally dealing with Utility in all matters in connection with our Bid till the completion of the bidding process as per the terms of the IFB.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us. All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFB

**Signed by the within named ..... [Insert the name of the executant company] through the hand of Mr./ Mrs. ....duly authorized by the Board/ Owner to issue such Power of Attorney dated this ..... day of .....**

**Accepted**

..... (Signature of Attorney)  
[Insert Name, designation and address of the Attorney]

**Attested**

.....  
(Signature of the executant)  
(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated..../ Owner

1. WITNESS 1. .... (Signature)  
Name .....  
Designation.....
2. WITNESS 2. .... (Signature)  
Name .....  
Designation.....\_

**Notes:**

- a. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- b. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- c. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**Integrity Pact****General**

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on day of the month of ..... and year of ..... , between on one hand, the Chairman & Managing Director acting through Shri ..... , Designation of the executive, Unit of <..name of utility...> (hereinafter called the "Utility" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s ..... represented by Shri ..... , Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Utility proposes to procure (Name of the Stores/Equipment/item) and the Bidder/Seller is willing to offer/has offered the stores and

Whereas the Bidder is a private company /public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Utility is a Ministry/ Department of the Government of India/PSU performing its functions on behalf of its Chairman & Managing Director.

**NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Utility to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Utility will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

**Commitments of the Utility**

1.1 The Utility undertakes that no official of the Utility, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.2 The Utility will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the Utility will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Utility with full and verifiable facts and the same is prima facie found to be correct by the Utility, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Utility and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Utility the proceedings under the contract would not be stalled.

### **Commitments of Bidders**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Utility or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder further confirms and declares to the Utility that the Bidder is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Utility or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Utility or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the Utility, or alternatively, if any relative of an officer of the Utility has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee of the Utility.

### **4. Previous Transgression**

4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India