

SECTION – II
(Volume –I)

INSTRUCTIONS TO BIDDERS
(ITB)

INSTRUCTIONS TO BIDDER

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SECTION - II – ITB

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 General Instructions:

The Karnataka Power Transmission Corporation Limited, hereinafter called KPTCL/OWNER will receive bids **under total price basis** in respect of total turnkey/Partial Turnkey package required for Establishing of
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as per the scope detailed in Vol.- II, technical specification of the bid documents. Bids shall be prepared and submitted / uploaded to e-proc website in accordance with these instructions.

2.0 Qualifying Requirements of Bidders:

2.1 To be qualified for award, Bidders shall provide satisfactory evidence to the Owner of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the following information:

- a) Copies of original documents defining the Constitution or legal status, place of registration and principal place of business of the Bidder, written power of attorney to the signatory of the bid to commit the Bidder to the contract along with the resolution passed in this regard by the Board of Directors / all the partners of the Firm.
- b) Total annual turnover over the last five years of the business of similar nature as specified under the scope of this tender.
- c) Performance as Contractor for execution of similar nature of work over the last five years and details of other works on hand and ongoing contractual commitments.
- d) Description of the tools & plant available with them for execution of the work;
- e) The qualification and experience of key personnel proposed for carrying out the work;
- f) The source of supply of equipment/ materials for bought out goods, covered under the scope of the Contractor, shall be only from approved Vendor of KPTCL. Technical parameters of the bought out materials/ equipments shall be clearly furnished.

The criteria for vendor approval is uploaded in the KPTCL website and amendments thereon.

Website - www.kptcl.com, with hyperlink: tendering & procurement wing (Download-Vendor Registration Form).

If no KPTCL approved vendor for a particular material/ equipment is available but otherwise meeting the other Technical Requirements of Vendor Approval, then project specific approval shall be obtained by furnishing all the required credentials as per the vendor approval conditions. This will be for exceptional cases only. The owner reserves the right to accept or reject the same. However, all Type Tests/ Special Tests as per IS will be subjected on this material/equipment at the cost of Successful Bidder without affecting the Completion Schedule..In such cases, the Bidder has to furnish total 5 (FIVE) years Bank Guarantee (this includes the Bank Guarantee of **42 months for Control and Relay panels, Isolators, Battery Set & Circuit Breakers and one year for the rest of the material/equipment** already furnished at the time of entering into Contract Agreement) for 10% of the value of the material/equipment in accordance with Clause 39.0 of ITB.

Note:

Though the materials are sourced from approved Vendors of KPTCL, the approved vendors shall also meet the Qualifying Requirements, if any stipulated in the prevailing Tender Specifications.

- g) Reports on the financial standing of the Bidder including profit and loss statements, balance sheets and auditor's reports, for the preceding five financial years from the date of submission.
- h) Evidence of access to lines of credit and availability of other financial resources.
- i) The bidder should have valid GST registration with GSTIN number.

Note: The bidder shall satisfy the Minimum Qualifying requirements as stipulated in IFB clause no. 11.

3.0 Cost of Bidding:

3.1 The Bidder shall bear all costs and expenses associated with preparation and submission of the bid including pre/post bid discussions, technical and other presentations etc., and the Owner will, under no circumstances, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4.0 Contents of bidding document:

4.1 The goods and service required, bidding procedures and contract terms are prescribed in the bidding document. The bidding document is a compilation of the following sections:

VOLUME- I : COMMERCIAL REQUIREMENTS

1. Section – I	Invitation For Bids	-	IFB
2. Section – II	Instruction to Bidders	-	ITB
3. Section – III	General terms and Conditions of the contract	-	GCC
4. Section – IV	Erection Conditions of Contract	-	ECC
5. Section – V	Special Conditions of Contract	-	SCC
6. Section – VI	ANNEXURE	-	ANNEX

VOLUME-II A &B TECHNICAL REQUIREMENTS

VOLUME – IIA (1 of 2) : TECHNICAL SPECIFICATIONS FOR STATIONS - TSS

VOLUME – IIA (2 of 2) : TECHNICAL SPECIFICATIONS FOR STATIONS - TSS

VOLUME- III : BID PROPOSAL SHEETS

1. Section – I	TECHNO COMMERCIAL SHEETS
2. Section – II	PRICE SHEETS

NOTE: Volume – III is to be duly filled and uploaded on to e-procurement Platform by the Bidder.

5.0 Understanding of Bid Documents:

5.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents and fully inform himself as to all the conditions and matters, which may in any way, affect the scope of work or the cost there of. Failure to furnish all information required by the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the Bidder's risk and may result in the rejection of the bid.

6.0 Clarifications on bid documents:

6.1 If the prospective Bidder finds discrepancies or omissions in the specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing for an interpretation/ clarification, to the Owner in triplicate. The Owner, then, will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications the Bidder may submit his bid but within the time and date as specified in the Invitation For Bid. All such interpretations and clarifications shall form a part of the bidding document and shall accompany the Bidder's proposal. A prospective bidder requiring any clarification on bid document may notify the Owner in

writing. The Owner will respond in writing to any request for such clarifications on the bidding document, which, it receives not later than the date indicated in the e-Procurement portal (<https://eproc.karnataka.gov.in>). Clarifications/ Amendments/ Corrigendum will be issued through the e-Procurement portal, if found necessary.

6.2 Verbal clarifications and information given by the Owner or his employee(s) or his representative(s) shall not in any way be binding on the Owner.

7.0 Amendment of bidding document:

7.1 At any time prior to the due date of submission of the bids, the Owner may, for any reason, whether on own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document / conditions by amendment(s).

7.2 The amendment will be notified in the e-Procurement portal and the same shall be made available against the published tender in the e-Procurement system. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

7.3 In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, the Owner may, at its discretion, extend the due date for the submission of bids.

7.4 Such amendments, clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidders while they submit their bids and invariably upload such documents as a part of the bid.

C. PREPARATION OF BIDS

8.0 Language of bid:

8.1 The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and the Owner, shall be written in English language only, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation only shall govern.

9.0 Local conditions:

9.1 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 contract covered under these documents and specifications. The Owner shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

9.2 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 on account of local conditions will be entertained by the Owner. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.

10.0 Documents comprising the bid:

10.1 The Bidder shall complete the bid form inclusive of price schedule, technical data requirements etc. provided in the bidding documents, indicating a brief description of goods to be supplied and services to be rendered, quantity and prices.

10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the qualification requirements as detailed in clause 2.0 above and clause 11.0 of IFB.

10.3 The tender processing fee and bid security shall be in accordance with clause 4.0 of section IFB.

11.0 Scope of the proposal:

11.1 The scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all aspects of the **Partial /Total Turnkey** contract specified under the accompanying technical specifications. It will include the following:

- a) Detailed engineering.
- b) Complete manufacture including shop testing of equipments/materials in the scope of the contractor.
- c) Providing engineering drawings, data, operation manual, etc for the owner's approval for the equipments/materials in the scope of the contractor.
- d) Packing and transportation from the manufacturer's works to the site of equipments/materials in the scope of the contractor..
- e) Receipt, storage, preservation and safe keeping of equipment at the site. (Both Owner supplied and equipments/materials in the scope of the contractor.)
- f) Pre-assembly, if any, erection, testing and commissioning of all the equipment. (Both Owner supplied and equipments/materials in the scope of the contractor.)

- g) Reliability tests and performance & guarantee tests on completion of work and commissioning.
- 11.2** No deviation whatsoever, either in full or in part, the conditions of the bidding documents as specified in the special conditions of contract are permitted by the Owner. Therefore, the Bidders are advised that while making bid proposals and quoting prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate to Concerned Zonal Chief Engineer Electy., in this regard as per the format provided in special conditions of contract in sealed envelope along with other documents, as indicated in clause 4.2 of section IFB. In the event of non-receipt of the above mentioned “No Deviation Certificate” after last submission date & on or before the date and time of opening of Techno-commercial bid as indicated in the e-procurement platform, the bids of such Bidders will not be opened and will be treated as non-responsive.
- 11.3** Bids not covering the total scope of works may be treated as incomplete and hence rejected summarily.
- 11.4** The Bidder shall complete all the schedules & annexures in the bid proposal sheets, technical data sheets, price sheets and those specified elsewhere. The qualifying data shall be filled in the required schedule of techno-commercial sheets. While furnishing qualifying data, only the list of executed works, similar in nature to scope of work indicated in the tender shall be furnished.

12.0 Bid price:

- 12.1** The Bidder shall indicate the total bid price inclusive of all applicable taxes, duties & charges in price schedule.

The total quoted price shall be inclusive of the following.

- i. The price quoted shall be, inclusive of all applicable duties, taxes and levies paid or payable on components, sub-assemblies and raw materials as applicable on the last day of submission of bid.
- ii. Applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any.
- iii. Inland transportation charges including handling charges and other costs incidental to delivery of the goods to their final destination and insurance charges.
- iv. The cost of erection, testing and commissioning as well as associated civil, structural works including all applicable taxes thereon.
- v. The Bidder shall include CGST, SGST, IGST, UTGST, levies, surcharge / cess etc. on erection, testing and commissioning as well as associates civil, structural works as applicable in their quoted Bid price and KPTCL would not bear any additional liability on this account. KPTCL shall, however, deduct such tax at sources as per the rules and issue necessary Certificate to the Contractor.

- 12.2** Void.

12.3 Void.

12.4 Void.

12.5 Bidders shall enter the all inclusive total price as mentioned in the e-procurement portal. The detailed price schedule shall be encrypted and uploaded by the Bidders in the respective slots as provided in the e-procurement platform.

13.0 Price basis:

13.1 The price shall be on **FIRM** basis.

14.0 Taxes and duties:

14.1 As indicated in clause 35.2 of section ITB of the bid document, in case of award of contract, a **divisible contract** covering the entire scope of the partial/total turnkey package will be entered into with the successful Bidder. There shall be three separate contracts as under.

i) For supply of goods

ii) For erection works

iii) For civil engineering works.

14.2

(i) Void.

(ii) Void.

(iii) Void.

(iv) Void.

14.3 Concessional forms such as “C” forms etc., as allowed under the relevant laws will be issued by the Owner to the contractor for all materials/equipments supplied by the contractor irrespective of whether it is a ‘bought out’ or ‘own/direct transaction’ material.

14.4 The civil, structural and architectural portion of the contract shall be treated as civil works contract. The Bidder shall include CGST, SGST, cess if any on civil works. Any Tax payable on the Cost of the items of supply under the civil Works Contract shall also be included by the Bidder in his Bid Price and the Owner shall have no liability whatsoever in respect of such Taxes.

14.5 The Owner will deduct tax at source as per applicable law from the proceeds payable to the contractor.

- 14.6** Void.
- 14.7** GST registered firm having GSTIN: Applicable CGST, SGST on civil and erection works has to be borne by the bidder.
- 14.8** Any tax liability that may come on the equipments / materials supplied by the owner (KPTCL) shall be borne by KPTCL.
- 14.9** As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.
The owner will deduct tax at source as per applicable law from the proceeds payable to the contractor.
- 14.10** Notwithstanding anything stated in the Sub-Clause 14.1 to 14.7 above, the Owner shall have the right to make deduction at Source from the amounts payable to the Contractor against this Contract in respect of any Tax liability as may be Mandatory in terms of the Law. The Owner shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.
- 14.11** Whenever concessional rate of Taxes is indicated by the Bidder, it shall be confirmed whether, any increase in the rates that becomes applicable during the Performance of the Contract would be absorbed by the Bidder. Bidder shall note that in the absence of such confirmation, the Bids will be evaluated taking into account the maximum rate of Taxes applicable.
- 14.12** Void.
- 14.13** No claim for any increase towards the statutory variation regarding enhancement of existing CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any or introduction of a new tax or duty applicable shall be entertained by the Owner during the extended period of contract, if the extension of the contract is required due to the causes attributable to the contractor.
- 14.14** Before quoting the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka/ Govt. of India, the applicability of CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any etc., as on the last date of Techno-Commercial Bid Submission as notified (either original or extended) in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

Note: The successful bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted

goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

14.15 Building and other construction workers welfare cess:

The Building and other construction workers welfare cess act 1996, came into operation with effect from 3rd day of November 1995, the government has decided to collect cess now with immediate effect. Accordingly the government has issued order no.LD/300 LET/2006 dated 18.01.2007.

As per the order, cess at the rate of 1% of the cost of construction (in respect of building or other construction works) incurred by the employer (contractor) shall be collected which shall exclude the cost of land and any compensation paid or payable to a worker or his kin under Workman Compensation Act 1923. Therefore building & other construction workers welfare cess at the rate of 1% of the amount of the Erection and Civil portion of the contract as per the clarification issued by Labour department, G.O.K, vide their letter no. LD338LET/2011 dt: 27.04.2012 will be deducted from the bill at the time of making payment and such amount so deducted from the bill will be remitted to Karnataka State Building and other construction workers welfare board.

It is mandatory to furnish a return in form-i to the concerned assessing officer in terms of section -4 of the building & other construction workers welfare cess act, 1996 and its rules there under 1998. The concerned employer (contractor) shall furnish the aforesaid return to the concerned assessing officer.

15.0 void

15.1 void

15.2 void

15.3 void

15.4 void

16.0 Time schedule:

- 16.1** The basic consideration and the essence of the contract is strict adherence to the time schedule in performing the specified works.
- 16.2** The Owner's requirements of completion schedule for the works are mentioned in the accompanying Special Conditions of Contract. (Section SCC of the bid document)
- 16.3** The completion schedule as stated in the Special Conditions of Contract shall be one of the major factors in consideration of the bids.
- 16.4** The Owner reserves the right to request for a change in the work schedule during pre award discussions with successful Bidder.
- 16.5** The successful Bidder will be required to prepare detailed **Activity Chart** and finalise the same with the Owner as per the requirement of clause 12.0 section GCC.

17.0 SPARE PARTS:

- 17.1** In case where it is mandatory for the Bidder to quote for certain identified spare parts, the same are included in the accompanying technical specifications. In respect of taxes, the provisions of clause 14.0 above shall be applicable. The above prices shall be included in the Total bid price and shall not be subject to escalation. The price for these spares will be taken into account for evaluation. The Owner, however, reserves the right to vary the quantity of any of the spare and / or to delete any items of spares altogether or add new items of spares during award / detailed engineering stage limited to a period of six (6) months from date of contract unless such period is specified otherwise in Special Conditions of contract at the unit rates agreed to in the contract or to be agreed mutually in case unit rates are not identified in the bid / contract.
- 17.2** In addition, the Bidder shall provide in the form of a schedule given in Bid Proposal Sheets, the complete list of recommended spare parts for three (3) years operation of the equipment covered under the proposal under Contractor's scope. In the list of recommended spare parts, the Bidder shall identify the unit wise population of each of the items recommended and anticipated normal life of the spare. Such list will also indicate the prices on FOR destination site basis for each item. No other basis of prices shall be quoted. The prices of these spare parts shall be on FIRM PRICE basis throughout the Contract Period . The prices of the spare parts thus quoted will not be taken into consideration for purpose of evaluation. Other relevant Terms and Conditions of the bid document shall also be applicable to such spare parts.
- 17.3** Spare parts list will be used by the Owner to decide about the spares to be procured against his requirements of spares for the equipment quoted. The quantities of the spares to be procured shall be decided by the Owner and the Bidder shall supply all those spares ordered. In case where no Mandatory Spares are indicated, the Bidder shall comply with the requirements indicated in Clause 17.1 and 17.2 above.

18.0 Contract Quality Assurance:

- 18.1** The Bidder shall include in his proposal the quality assurance programme containing the overall quality management and procedures which he proposes to follow in the performance of the works during various phases as detailed in relevant clause of the general technical conditions.
- 18.2** At the time of award of contract, the detailed quality assurance program to be followed for the execution of the contract will be mutually discussed and agreed to and such agreed program shall form a part of the contract.
- 18.3** The Bidder shall clearly specify the list of sub vendors, not exceeding four (4) for each item, from whom the bought out items are being supplied. List of Sub-Vendors shall be furnished in Schedule-15 of Techno-Commercial Sheets. The successful Bidder shall furnish the qualifying data of the sub-vendor and obtain the approval of KPTCL for specific vendor.

The word “Equivalent” shall not be used in the choice of Vendors.

The KPTCL reserves the right to choose one or more of the Vendors out of the Vendors indicated by the Successful Bidder or indicate any other vendor at its discretion if the vendors indicated by the contractor are not acceptable to it for the reasons to be recorded in writing and informed.

19.0 Insurance:

The Bidder’s insurance liabilities pertaining to the scope of work are detailed out in clauses titled “Insurance” in General Terms and Conditions of Contract(Section – GCC of the Bid Document) and in Erection Conditions of Contract (Section – ECC of Bid Document) Bidder's attention is specifically invited to these Clauses. Bid Price shall include all the Cost in pursuance of fulfilling all the insurance liabilities under the contract and no separate amount is payable in this regard.

20.0 Erection Tools And Tackles:

The Bidder, under a separate schedule in his proposal, shall include a list of all special equipment, tools & tackles etc. which he proposes to bring to site for the purpose of erection, handling, testing and commissioning including performance and guarantee tests of the equipment. If any such equipment is listed anywhere else in the proposal and not specially mentioned in the above schedule, it shall be deemed to have been included in the bidder’s proposed scope of supply.

21.0 Brand Names:

- 21.1** The specific reference in these specifications and documents to any material / equipment by brand name, make or catalogue number shall be construed as

establishing standards of quality and performance but not as limiting competition. However, Bidders may offer other similar material/ equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material/equipment to enable the Owner to determine its acceptability. The Owner shall be the sole judge on the acceptability or otherwise of such alternative material / equipment.

21.2 The Bidder shall note that standards for workmanship, material and equipment and reference to brand name, catalogue numbers designated by the Owner in its technical specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand name and/or catalogue numbers in its bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially equivalent or superior to those in the technical specification.

22.0 Bid Security (EMD)

22.1 The Bidder shall furnish, as a part of its Bid, Bid Security for an amount of- **Rs.Lakhs** through any of the four modes of e-Payment as mentioned in Section 4.1 of IFB.

22.2 The bid security is required to protect the Owner against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the guarantee forfeiture, pursuant to Para 22.6. The bid security shall be made payable to the Owner without any condition whatsoever.

22.3 Any Bid not secured in accordance with Para 22.1 above will be rejected summarily by the Owner as Non-Responsive.

22.4 Unsuccessful Bidder's Bid Security / EMD will be returned / refunded **within a period of one month from the date of execution of Contract agreement with the successful Bidder or earlier. EMD of unsuccessful bidders will be refunded online by the e-Procurement system. Hence, bidders are advised to enter correct bank account information (complete bank account no., IFSC etc) in the e-Procurement portal.**

22.5 The Successful Bidder's bid security will be discharged upon furnishing the performance guarantee by the Successful Bidder.

22.6 The Bid Security shall be forfeited:

- a) If a Bidder withdraws / modifies his Bid during the period of Bid validity specified by the Bidder on the Bid Form:

OR

- b) In case of a successful Bidder, if the Bidder fails:
 - i) To sign the Contract,
- OR**
- ii) To furnish the performance guarantee in the prescribed format.

22.7 Any Bid not accompanied by the required Bid Security in accordance with provisions of this Clause will be rejected by the Owner and shall not be opened.

22.8 No interest shall be payable by the Owner on the above Bid Security.

22.9 In case the bid is submitted by a consortium, the bid security shall be in the name of consortium / leader of the consortium.

23.0 Period of Validity of Bids:

23.1 Bids shall remain valid for 180 days from the date of techno-commercial bid opening unless otherwise specified in the accompanying special conditions of contract. A Bid valid for a shorter period will be rejected by the Owner summarily as Non Responsive.

In exceptional circumstances, the Owner may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing (including Fax or E-Mail). In such an event the bid security provided under clause 22.0 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without becoming liable for forfeiture of his bid security. A Bidder agreeing to the extension will not be required or permitted to modify its Bid.

D. SUBMISSION OF BIDS

24.0 Format Of Bid:

24.1 The Bids are invited through e-Procurement platform only. However hard copies of documents shall be submitted as per clause 4.2 of IFB.

24.2 The Techno- Commercial Bid consists of following:

- i) Techno – Commercial Sheets
- ii) Data Requirement Sheets.

24.3 The Price Bid consists of following

- i) Price Sheets.

24.4 A prospective Bidder, who wishes to submit the bid shall adopt the following procedure.

24.4.1 The Bidder shall enter all-Inclusive Total Price for the entire scope of the work as mentioned in the e-Procurement platform and upload Price Schedules, after encryption, on to the website on or before the time and date indicated in the Notification / Section IFB.

24.4.2 The Documents as indicated in clause 4.2 of IFB along with BG (if any) are to be sealed in a cover and sent to Chief Engineer Electy,Zone, KPTCL, so as to reach after the last submission date & on or before the date & time of opening Techno commercial Bids in a sealed cover.

24.4.3 All the documents - indicated in clause 24.4.2 shall also be uploaded in the appropriate schedules of techno commercial sheets along with scanned copy of bank guarantee.

24.5 Void.

25.0 Signature of Bids:

25.1 The techno commercial and price sheets must contain the name, address of residence and place of business of the persons or persons making the bid, valid GSTIN and the name of the authorised persons.

25.2 Bid by partnership enterprises must be furnished with full names of all partners.

26.0 Deadline for Submission of Bids:

26.1 Bid shall be uploaded to the website on or before the last date and time for submission of bids indicated in e-procurement platform , failing which bidders cannot submit their bids as the e-Procurement system automatically locks the tender.

26.2 The Owner may, at his discretion, extend this deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

27.0 Late Bids:

27.1 Failure in uploading the documents in time by the bidder, due to any reasons is not attributable to KPTCL.

28.0 Information required with the Proposal:

28.1 The Bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment in the scope of the Contractor. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of

operation, the extent of pre-assembly involved, major construction equipments proposed to be deployed, method of erection and the proposed erection organisational structure.

- 28.2** The above information shall be provided by the Bidder in the form of separate Sheets, Drawings, Catalogues, etc. which need to be uploaded in the e-Procurement portal.
- 28.3** Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the Owner. Any major departure from these drawing and descriptive material submitted will not be permitted during the execution of the contract without specific written permission of the Owner.
- 28.4** Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 28.5** Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 28.6** The Bidder, along with his proposal, shall submit a list of recommended erection equipment and materials, which will be required for the purpose of erection of equipment and materials (both owner supplied and contractor supplied) under the contract.
- 28.7** In case the information furnished in the 'Proposal' contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.

E. BID OPENING AND EVALUATION

- 29.0 Opening of Bids by Owner:**
- 29.1** On the Date and Time as indicated in e-procurement platform for opening of Bids, the tender will be opened for verification of payment of Tender Processing Fee and EMD by the Owner. Thereafter, the Techno -Commercial Bids will be opened on the Date and Time for opening of Bids notified in the e-procurement portal or in case any extension has been given thereto, on the extended Bid opening Date and Time notified in the e-procurement portal.
- 29.2** The Bidder's Names qualified for Techno-Commercial Opening will be available on the website after opening.
- 29.3** VOID.

29.4 VOID.

29.5 No electronic recording/transmitting devices will be permitted during bid opening.

30.0 Purpose of Evaluation of Bids:

30.1 The techno-commercial bids accepted and opened will be evaluated by the Owner to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All technically responsive bids shall then be examined to determine the **LOWEST EVALUATED COMMERCIALY AND TECHNICALLY RESPONSIVE BIDS.**

31.0 Policy for Bids under consideration:

31.1 Bids shall be deemed to be under consideration immediately after opening of techno-commercial bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representatives on the matters related to the bids under consideration. No Bidder shall contact the Owner on any matter relating to its Bid, from the time of the bid opening to the time the contract is awarded.

Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in disqualification.

32.0 Clarification of Bids:

To assist in the examination, evaluation and comparison of Bids, the Owner may, at his discretion, ask the Bidder for a clarification on **already uploaded documents** of their Bid. 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.

33.0 Preliminary Examination:

33.1 The Owner will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

33.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the errors as above, such bid will be rejected and the amount of bid security will be forfeited.

33.3 Void

33.4 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the bidding document. For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder or of any right of the Owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

33.5 A bid determined as not substantially responsive shall be rejected by the owner and shall not subsequently be made responsive by the Bidder by correction of the non- conformity.

33.6 The Owner may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any of the Bidder.

34.0 **Opening and Evaluation of Price Bids:**

34.1 **Definitions and Meanings:**

For the purpose of the evaluation and comparison of Bids, the following meanings and definition will apply.

- a) “**Bid Price**” shall mean the Total price as indicated in price schedule quoted by each Bidder in his proposal for the complete scope of works.
- b) “**Differential Price**” shall mean the summation of the equalising elements of price for parameter differential or deficiencies in the equipment and services determined from the Bidder's Proposal.
- c) “**Cost Compensation for Deviations**” shall mean the rupee value of deviations from the bidding document as determined from the bidder's proposal.
- d) “**Evaluated Bid Price**” shall be summation of “**Bid Price**”, “**Differential Price**” and “**Cost Compensation for Deviations**”

34.2 **Calculation of Differential Price & Cost Compensation for Deviations.**

The differential price to be added to the bid price of each bid during evaluation and comparison shall be derived as under:

34.2.1 Differential Price (DP)= $n_1F_1+n_2F_2+\dots+n_nF_n$, where $F_1, F_2 \dots F_n$ are the various factors in Indian Rupees per unit of parameter differential or deficiency in the equipment and services offered as stipulated in these specifications: $n_1, n_2 \dots$

nn are the respective parameter differential or deficiency in the corresponding units to be determined from the Bidder's Proposal. The above factors and corresponding units of parameter differential are brought out in the technical specifications and/or special conditions of contract.

- 34.2.2** Deviations from the bidding documents, so far as practicable, will be converted to a rupee value (d) and added to the bid price to compensate for the deviation from the bidding document while evaluating the bids. In determining the rupee value of the deviations the Owner will use Parameters consistent with those specified in the specifications and documents and/or other information as necessary and available to the Owner.
- 34.3** All evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and the lowest bid, as a result of this comparison, will be selected for the award of the contract.

F. AWARD OF CONTRACT

35.0 Award Criteria:

- 35.1** a) The Owner will award the contract to the Successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.
- b) **While awarding the Contract to the successful bidder, the difference in percentage between the amount put to tender & total quoted price of the successful bidder will be uniformly applied to all the individual materials/items in the price sheets to arrive at the FORD price.**
- 35.2** In case of award of contract, a **Divisible Contract** as mentioned below covering the entire scope of the partial/total turnkey package will be entered into with the successful Bidder.
- i) For Supply of Goods
 - ii) For Erection Works
 - iii) For Civil Engineering Works

Separate LOI's for supply, erection and civil portion of the contract would be issued for each of the project/work included in the package against a particular enquiry instead of a common LOI towards supply, erection and civil portion of the contract for all the projects/works put together.

All works contracts are normally 'Divisible contracts', wherein contract agreements and DWA's for each of the project towards supply, erection and civil portion of the contract are executed and issued separately. Hence cross fall breach is envisaged in such type of contracts wherein breach in any one of the contract

say either in supply, erection or civil would be treated as breach in remaining contracts also within the project/work that has been awarded. However in the package system of tendering where two or more projects/works are proposed to be clubbed for the sake of convenience for expediting the processing of tenders, the cross fall breach if any, in a particular project/work is proposed to be restricted to that project/work itself and is not allowed to get extended to other projects/works which have been included in the same enquiry and are awarded separately.

Note: The successful bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

35.3 Notwithstanding the above, if it is found that the performance vis – a - vis works awarded to the Bidder by KPTCL is either behind schedule or not satisfactory, KPTCL will be at liberty to disqualify the Bidder and reject its Bid at the time of techno-commercial evaluation.

36.0 Owner's right to accept any Bid and to reject any or all Bids:

36.1 The Owner 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 the Owner's action.

37.0 Notification of Award:

37.1 Prior to the expiration of the period of bid validity / extended validity period, if any, the Owner will Notify the Successful Bidder in writing by registered letter or FAX, to be confirmed in writing by registered letter, that his bid has been accepted.

37.2 The “Notification of Award” shall constitute the formation of the contract.

37.3 Upon the Successful Bidder furnishing of performance guarantee pursuant to clause 39.0, the Owner will promptly notify each unsuccessful Bidder and will discharge respective bid security, pursuant to clause 22.4.

38.0 Signing of Contract:

38.1 At the same time as the Owner notifies the successful Bidder that his bid has been accepted, the Owner will send the Bidder the detailed letter of award, incorporating all agreements between the parties.

38.2 The Successful Bidder shall furnish the acceptance in writing within 15 days from the date of the Letter of Award to the Owner.

38.3 The Successful Bidder will prepare the contract agreement as per the pro-forma enclosed at annexure-x and the same will be signed within 15 (fifteen) days of notification of award.

38.4 The Successful Bidder shall observe all the formalities stipulated in the LOA within the stipulated period failing which, KPTCL reserves the right to cancel the offer and forfeit the Earnest Money deposited by the bidder.

39.0 Contract Performance Guarantee:

39.1 As a contract performance guarantee, the Successful Bidder, to whom the work is awarded, shall be required to furnish a performance guarantee from a public sector Indian Bank/ Scheduled Commercial Bank (in the second schedule of the RBI Act-1934) and the Bank should be covered under jurisdiction of Indian laws in the form attached as Annexure-III to this Volume-I in favour of the Owner. The guarantee amount shall be equal to ten percent (10%) of the total contract price and it shall guarantee faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The bank guarantee shall be valid for a period of up to 90 days after the end of guarantee period in accordance with section 15 of GCC.

39.2 The performance guarantee shall cover additionally the following guarantees to the Owner:

- a) The Successful Bidder guarantees the successful and satisfactory operation of the equipment in the scope of the contract, as per the specifications and documents;
- b) The Successful Bidder further Guarantees that the equipment provided by him/his sub-vendors shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner, fully remedy free of expenses to the Owner, such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the general terms and conditions in this volume-I/ special conditions of contract.

39.3 The contract performance guarantee is intended to secure the performance of the entire contract. However, it shall not to be construed as limiting the “Damages” under clause entitled "Equipment Performance Guarantee" in technical specifications, volume-II and “Damages” stipulated in other clauses in the bid documents.

39.4 The performance guarantee will be discharged without any interest at the end of guarantee period, unless otherwise specified in SCC.

KPTCL reserves its right to vary or modify any tender condition for reasons to be recorded, in case it becomes necessary.

Sd/-
Chief Engineer, Electricity,
.....TZ, KPTCL.
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