

SECTION - II

INSTRUCTION TO BIDDERS (ITB)

TABLE OF CLAUSES

Preamble	
A. Introduction.....	1
1. Source of Funds	1
2. Eligible Bidders	1
3. Eligible Plant, Equipment, and Services	2
4. Cost of Bidding.....	3
B. The Bidding Documents.....	3
5. Content of Bidding Documents	3
6. Clarification of Bidding Documents; and Pre-Bid Meeting	6
7. Amendment of Bidding Documents	8
C. Preparation of Bids	8
8. Language of Bid.....	8
9. Documents Comprising the Bid	9
10. Bid Form and Price Schedules	17
11. Bid Prices	18
12. Bid Currencies.....	23
13. Bid Security	23
14. Period of Validity of Bid.....	25
15. Format and Signing of Bid	25
D. Submission of Hard Copy of Bids	28
16. Sealing and Marking of Bids	28
17. Deadline for Submission of Bids.....	31
18. Late Bids.....	32
19. Modification and Withdrawal of Bids	33
E. Bid Opening and Evaluation	33
20. Opening of First Envelope by Owner	33
21. Clarification of Bids.....	34
22. Preliminary Examination of First Envelope.....	35
23. Qualification	37
24. Evaluation of Techno - Commercial Part (First Envelope).....	38
25. Opening of Second Envelope by Owner	40
26. Conversion to Single Currency	41
27. Evaluation of Second Envelope (Price Part).....	41
28. Purchase/ Domestic Preference	44
29. e-Reverse Auction (e-RA)	Error! Bookmark not defined.
30. Confidentiality and Contacting the Owner	46
F. Award of Contract.....	46
31. Award Criteria	46
32. Owner's Right to Accept any Bid and to Reject any or all Bids	47
33. Notification of Award	47
34. Signing the Contract Agreement.....	48
35. Performance Security	48
36. Fraud and Corruption.....	48

INSTRUCTION TO BIDDERS (ITB)

Preamble

This section (Section-II) of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Owner. It also provides information on bid submission and uploading the bid on <https://eprocurement.mjunction.in> portal line bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless Section III, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of Section - II & Section - III, the provisions of Section - III shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section - III: General Conditions of Contract and/or Section - IV: Special Conditions of Contract.

The respective rights of the Owner and Bidders/Contractors shall be governed by the Bidding Documents/Contracts signed between the Owner and the Contractor for the respective package(s).

Further in all matters arising out of the provisions of this Section-II of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Madhya Pradesh shall have exclusive jurisdiction.

A. Introduction

1. Source of Funds

- 1.1 The Owner intends to use domestic funding (Owner's Internal Resources/Domestic Borrowings) for this Project.

All eligible payments under the contract for the package for which this Invitation for Bids is issued shall be made by the Owner.

1.2 Following Equipment will be procured for National High Power Test Laboratory Private Limited:

Supply of Heavy-Duty Industrial Trailer of 350 MT Load Capacity

The Owner/Owner is:

**National High Power Test Laboratory Private Limited;
POWERGRID COMPLEX, 765/400kV SUB-STATION,
KHIMLASHA ROAD, BINA, MADHYA PRADESH - 470113.
Wire Less Land Line: 76111 06437**

Bidder shall note that all the correspondences shall be made to National High Power Test Laboratory Private Limited; Bina, Madhya Pradesh only.

2. Eligible Bidders

- 2.1 This Invitation for Bids, issued by the Owner is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Owner.

Further, the successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

- 2.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Owner regarding this bidding process; or
- (e) A Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/authorized representative on behalf of one or more manufacturer(s) or through Licensee - Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Annexure - A. This will result in the disqualification of all such bids.

or

- (f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid; or
- (g) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Owner as Project Manager for the contract.

2.3 The Bidder, directly or indirectly shall not be a dependent agency of the Owner.

3. Eligible Plant, Equipment, and Services

- 3.1 For the purposes of these Bidding Documents, the words “facilities,” “plant and equipment,” “installation services,” etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.
- 3.2 All plant and equipment to be supplied and installed and services carried out under the contract shall have their origin in any country barring those countries against whom sanction for conducting

business is imposed by Government of India and barring those firms with whom business is banned by the Owner.

- 3.3 For purposes of this clause, “origin” means the place where the plant and equipment or component parts thereof are mined, grown, or produced. Plant and equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and the Owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

- 4.2 The bidder has to ensure his registration with NHPTL on the <https://eprocurement.mjunction.in> portal. The said registration shall be Free of Cost.

B. The Bidding Documents

5. Content of Bidding Documents

- 5.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto:

VOLUME – I: Conditions of Contract
Section I Notice Inviting Tender (NIT)
Section II Instructions to Bidders (ITB)
Section III General Conditions of Contract (GCC)
Section IV Special Conditions of Contract (SCC)
Section V Sample Forms and Procedures (FP)

1. Bid Form & Price Schedule
 - 1.1 Bid Form
 - 1.2 Price Schedule
2. **Bid Security Form**
 - 3.a **Form of Notification by the Owner to the Bank (*Applicable for Forfeiture of Bank Guarantee*)**
 - 3.b **Form of Notification by the Owner to the Bank (*Applicable for conditional claim pending extension of Bank Guarantee by the Bidder*)**

4. Form of 'Notification of Award of Contract'
For supply and services two separate NOAs will be issued as per following
 - 4(a) Form of 'Notification of Award of Contract' for Supply Contract
 - 4(b) Form of 'Notification of Award of Contract' for Services Contract
5. Form of Contract Agreement
 - 5.1 Appendix-1: Terms and Procedures of Payment
 - 5.2 Appendix-2: Insurance Requirements
 - 5.3 Appendix-3: Time Schedule
 - 5.4 Appendix-4: Scope of Works and Supply by the Owner
 - 5.5 Appendix-5: List of Document for Approval or Review
 - ~~5.6 Appendix 6(a): Guarantees, Liquidated Damages for Non-Performance~~
 - ~~Appendix 6(b): Functional Guarantees~~
 - ~~5.7 Appendix 7: Contract Co-ordination Procedure~~
 - ~~5.8 Appendix 8: Break-up of Contract Price for On Account Payment Purpose~~
 - 5.9 Integrity Pact
 - ~~5.10 Safety Pact~~
6. Form of Performance Security
7. Bank Guarantee Form for Advance Payment
8. Form of Taking Over Certificate
9. Form of Authorization Letter/Form of receipt for equipments, materials
10. Form of Extension of Bank Guarantee
11. Form of Operational Acceptance

5.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5.3 Scope of Work is given in Volume-II of Bidding Documents titled "Technical Specifications".

Utmost care has been taken by the Owner in formulating the programmed Attachments and Price Schedules. Bidders are expected to thoroughly verify with trial run at their end and notify to the Owner Arithmetical, Logical, Formatting or any such error, if found in the same for suitable action. Irrespective of corrections made in this regard through amendment(s), if any, rectification of error for evaluation shall be carried out in accordance with stipulated provisions of Bidding Documents.

- 5.4 All the Bidders except those exempted pursuant to ITB Sub-Clause 5.5 shall submit the nonrefundable fee as stipulated in the BDS towards the cost of Bidding Documents through DD/Banker's Cheque/Online payment to the NHPTL Current Account as per following details:

Name of owner: National High Power Test Laboratory Private Limited.

Name of Bank: ICICI Bank Limited,
Branch: Shastri Ward, Bina, Sagar, Madhya Pradesh.
Bank A/C No: 186105001549
IFSC Code: ICIC0001861
MICR Code: 470229101
SWIFT Code: ICICINBBNRI

The nonrefundable fee towards the cost of Bidding Documents shall be Rs. 5,000/-. Alternatively, the bidder may pay the cost of Bidding Documents through Demand Draft/Bankers Cheque for the stipulated amount in the name of "National High Power Test Laboratory Private Limited" payable at Bina, Madhya Pradesh. The copy of 'Online Payment Acknowledgement - Suppliers' generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.

Bidder's failure to submit nonrefundable fee towards the cost of Bidding Documents through an online payment or subsequently pursuant to ITB Clause 21.1, except as exempted in ITB Sub-Clause 5.5 below, shall lead to rejection of the Bid.

- 5.5 Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small Enterprises are exempted from submission of fee towards the cost of Bidding Documents as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of 'Udyam Registration Certificate' with regard to registration with authority mentioned above in accordance with the relevant notifications/orders.

The Ministry of Micro, Small and Medium Enterprises, vide Gazette Notification S.O. 4926(E) dated 18/10/2022, have notified that in case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification,

an enterprise shall continue to avail of all nontax benefits of the category (micro or small) it was in before the re-classification, for a period of three years from the date of such upward change. The bidders coming under the ambit of said notification are eligible for benefits as offered to MSEs under the subject package(s). This shall be subject to production of documentary evidence in this regard.

The above-mentioned notification shall be applicable to the upward change took place in the status of Udyam Registered enterprises only.

In the above regard the latest document/notification issued by the appropriate authority before opening of the first envelop Part of the bid shall be applicable.

6. Clarification of Bidding Documents; and Pre-Bid Meeting

- 6.1 Prospective bidder may seek clarification in writing or at the Owner's mailing address indicated below:

National High Power Test Laboratory Private Limited;
Powergrid Complex, 765/400kv Sub-Station,
Khimlasha Road, Bina, Madhya Pradesh - 470113.

Kind Attn.:
Manager(Contract & Materials)
Wireless Land Line (WLL): 76111 06437
Email: contracts@nhptl.com

Similarly, if a Bidder feels that any important provision in the documents, such as those listed in ITB Sub-Clause 22.3.1, will be unacceptable, such an issue should be raised as above. The Owner will respond through the <https://eprocurement.mjunction.in> portal to any request for clarification or modification of the Bidding Documents that it receives not later than prebid meeting as defined in tender document. The Owner shall not be obliged to respond to any request for clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Owner's response (including an explanation of the query but not identification of its source) will be uploaded on <https://eprocurement.mjunction.in> where all the bidders can see clarification/reply to query.

- 6.2 The Bidders are advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself

on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be at the Bidder's own expense.

- 6.3 The Bidder and any of its personnel or agents will be granted permission by the Owner to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Owner and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 6.4 The Bidder's designated representative(s) is/are invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time indicated below. The purpose of the meeting will be to clarify any issues regarding the e-procurement method, the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible, to submit any question in writing, to reach the Owner not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the meeting, including the text of the questions raised (without identifying name of the bidders) and the responses given, together with any responses prepared after the meeting, will be transmitted without delay through the e-procurement portal only. Any modification of the Bidding Documents listed in ITB Sub-Clause 5.1, which may become necessary as a result of the pre-bid meeting shall be made by the Owner exclusively through the issue of an Addendum/Corrigendum pursuant to ITB Clause 7 and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

Venue, date and time for Pre-bid Meeting:

The Bidder's designated representatives are invited to attend a pre-bid meeting, which will take place at the venue and time as given below:

Venue:

National High Power Test Laboratory Private Limited;
POWERGRID COMPLEX, 765/400KV SUB-STATION,

KHIMLASHA ROAD, BINA, MADHYA PRADESH - 470113.

Kind Attn.:
Manager(Contract & Materials)
Wireless Land Line (WLL): 76111 06437
Email: contracts@nhptl.com

Date of pre-bid conference: **04/04/2025.**
Time: 15.00 Hrs. (IST) onwards.

Link for VC for the pre-bid conference would be shared before the pre-bid conference.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

7.2 The amendment will be notified only through the <https://eprocurement.mjunction.in>. The communication/alert regarding the notification of amendment shall also be sent by the portal directly to all the prospective bidders who have logged in with their user id and password (user credentials) and **have registered against the subject package by clicking available button named "REGISTER"**. The amendments to the Bidding Documents will be binding on the bidders and the notification of the amendment through portal, sent to the prospective bidders, shall be deemed to be construed that such amendment(s), to the Bidding Documents have been taken into account by the Bidder in its bid.

7.3 In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of bids, in which case, the Owner will notify through CPP portal (<https://www.eprocure.gov.in>), NHPTL portal (<https://www.nhptl.com>) and <https://eprocurement.mjunction.in> where all prospective bidders may see the extended deadline.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Owner related to the bid shall be written in the English language, provided that any

printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. Documents Comprising the Bid

I. Hard Copy Part

Hard copy part of the bid shall comprise of following documents to be submitted in sealed envelope, as part of First Envelope.

- (i) DD/Banker's Cheque or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in the in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5
- (ii) Bid Security (in Original) or DD/Banker's Cheque or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II.
- (iii) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope
- (iv) Power of Attorney as per Clause 9.3 (b).

Bidder shall note that no document is required to be submitted as part of Second envelope in Hard Copy.

II. Soft Copy Part

Soft copy part of the bid shall comprise of following documents to be uploaded on the portal as per provisions therein.

- (a) As part of First Envelope
 - (i) The Electronic Form/Template of the bid for First Envelope (Techno-Commercial), as available on the portal, shall be duly filled.
 - (ii) Programmed file -Attachments (Attachment to Bid Form including attachment to QR) in MS Excel format & its revision covering various attachments, Integrity Pact and bid form for first envelope.
 - (iii) Scanned copies of all the documents mentioned at 15.4 of ITB
- (b) As part of Second Envelope
 - (i) The Electronic Form/Template of the bid for Second Envelope (Price - Part) covering details regarding summary of price details.

- (ii) Price Schedules & Bid Forms in MS excel format & its revision covering various price schedules and bid forms for Second Envelope.

9.1 The bid shall be submitted by the Bidder under “Single Stage – Two Envelope” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope(also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

First Envelope:

- (a) Bid Form (First Envelope) duly completed and signed by the Bidder, together with all Attachments & Technical Data Sheets(available in Volume-III) as uploaded on the m-junction portal (<https://eprocurement.mjunction.in>) and identified in ITB Sub-Clause 9.3 below.
- (b) Hard copy of the following documents submitted at the address mentioned at 1.2 above:
 - i) DD/Banker’s Cheque or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in the in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5;
 - ii) Bid Security (in Original) or i) DD/Banker’s Cheque or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II;
 - iii) Integrity Pact (in Original) in accordance with Clause 9.3 (o) of ITB, Section-II in separate envelope;
 - iv) Power of Attorney as per Clause 9.3 (b);
 - v) Safety Pact (in Original) in accordance with clause 9.3 (s) of ITB, Section-II in separate envelope

Second Envelope:

- (a) Bid Form (Second Envelope) together with Price Schedules (available in this Volume), duly completed as uploaded on them-junction portal (<https://eprocurement.mjunction.in>)

9.2 Bidders are not permitted to submit an alternative bid within the scope specified in the Technical Specification.

9.3 Bidder shall submit soft copy of following documents by uploading on the m-junction portal (<https://eprocurement.mjunction.in>) and Hard copy of documents wherever stipulated in the manner specified in ITB Clause 9.1 above along with its Techno - Commercial Part (First Envelope).

Bidder is required to provide complete and precise information in the bid along with supporting documentary evidences, as applicable. The bidder should attach separate sheet(s) in case space provided is not sufficient.

Incomplete, partially complete, not clearly filled bid giving incorrect information is liable to be rejected without any consideration.

Where the answer is a statement of fact it must be accurate and supported by documentary evidence wherever required. It is the bidder's responsibility to respond with such clarity that will ensure NHPTL not to misinterpret the bid.

- (a) Attachment 1: Bid Security or DD/Banker's Cheque or Online Payment Acknowledgement towards Bid Security (if required) or documentary evidence in support of exemption of Bid Security (*submission of Hard Copy in 'Original' for Bid Security and in 'Copy' for documentary proof in support of exemption*)

A bid security or DD/Banker's Cheque or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in sealed separate envelope shall be furnished in accordance with ITB Clause 13 & ITB Clause 16.

Bidder shall submit the hard copy of the Bid Security in original or DD/Banker's Cheque or a copy of Online Payment Acknowledgement towards Bid Security or copy documentary evidence in support of exemption of Bid Security.

- (b) Attachment 2: Power of Attorney (*submission of Hard copy in 'Original' and uploading of Scanned Copy*)

A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity, in accordance with ITB Clause 14.

Scanned copy of above documents shall be uploaded. (refer para 15.4 below)

- (c) Attachment 3: Bidder's Eligibility and Qualifications (*Uploading of Scanned Copies of documentary evidence in support of Bidder's qualification.*)

In the absence of prequalification, documentary evidence establishing that the Bidder is eligible to bid in accordance with ITB Clause 2 and is qualified to perform the contract in accordance with **Annexure - A**, if its bid is accepted.

The documentary evidence of the Bidder's eligibility to bid shall establish to the Owner's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined in ITB Clause 2.

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Owner's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in Annexure - A and shall also include:

The documentary evidence defining i) the constitution or legal status; (ii) The principal place of business; (iii) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms); (iv) In support of meeting the Technical Experience, self-certified copy of Contract/ Award Letter and Utility Certificate.

The bidder shall furnish along with its bid a declaration as per the enclosed format from its Power of Attorney holder and Key Managerial Personnel (KMP) of the company i.e. CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/ any other officer entrusted with substantial powers of the management of the affairs of the company/firm, declaring the eligibility/qualification data to be true and correct.

Declaration for anticipated change in legal structure/ ownership, if any.

The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid. The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any.

If the opening of the bids pursuant to ITB Clause 20.1 or the ascertainment of qualification pursuant to ITB Clause 23.1 is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to ITB Sub-clause 21.1, the Bid shall be rejected.

Scanned copy of above documents shall be uploaded(refer para 15.4 below).

However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Owner's tenders for a period of 1 to 3 years, as considered appropriate and its Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with ITB 13.6.

[Note I. In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/ Holding/ Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

Note II. Similarly, if the Bidder happens to be a Group/Holding/ Parent company, the Bidder should submit

the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above certifying that these information/documents are based on audited accounts, as the case may be.]

(d) Attachment 4: Eligibility and Conformity of the Facilities(*uploading of Scanned Copy*)

Documentary evidence established in accordance with ITB Clause 3 that the facilities offered by the Bidder in its bid or in any alternative bid (if permitted pursuant to ITB Sub-Clause 9.2) are eligible and conform to the Bidding Documents.

The documentary evidence of the eligibility of the facilities shall consist of a statement on the country of origin of the plant and equipment offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

The documentary evidence of the conformity of the facilities to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:

- (i) a detailed description of the essential technical and performance characteristics of the facilities;
- (ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities for a period of Fifteen (15) years following completion of facilities in accordance with provisions of contract; and
- (iii) a commentary on the Owner's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Owner in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.
- (iv) All details regarding after sale service support offered.

- (v) All details regarding proposed training for Owner's personnel.
- (vi) Detailed answers to all the Questions in the Questionnaire, if prescribed in the Bidding Document.
- (vii) Details establishing the responsiveness of the offer in accordance with Technical Specification, Volume-II.

(e) Attachment 5: Deviations

In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in Attachment 5 to the bid. NHPTL will make effort to resolve amicably these deviations with the Bidders without any cost implication to NHPTL.

(f) Alternative Bids: Alternative bids Bids will not be acceptable.

(g) Attachment 6: Manufacturer's Authorization Form

Scanned copy of above documents shall be uploaded (refer para 15.4 below)

(h) Attachment 7: Details of Recommended Spares

(i) Attachment 8: Work Completion Schedule.
Attach Bar Chart for Work Completion Schedule

Scanned copy of above documents shall be uploaded (refer para 15.4 below)

(j) Attachment 9: Guarantee Declaration.
Scanned copy of above documents shall be uploaded (refer para 15.4 below)

(k) Attachment 10: Information regarding ex-employees of Purchaser in Bidders firm.

(l), (m), (n) - Deleted

(o) Attachment 11: Integrity Pact(*submission of Hard Copy in 'Original'*)

The Bidder shall complete the accompanying Integrity Pact, which shall be applicable for bidding as well as contract

execution, duly signed on each page by the person signing the bid and shall be returned by the Bidder in two (2) originals alongwith the Techno - Commercial Part in a separate envelope, duly superscripted with 'Integrity Pact'. The Bidder shall submit the Integrity Pact on a non judicial stamp paper of Rs. 100/-.

The required Integrity Pact is automatically generated as Attachment 11-Integrity Pact in the file Attachment (in Excel format). Bidders shall take print out in two copies discussed above and as explained in the Attachment 11-Integrity Pact.

Bidder's failure to submit the Integrity Pact duly signed in Original alongwith the Bid or subsequently pursuant to ITB Sub-Clause 21 .1 shall lead to outright rejection of the Bid.

Integrity Pact must be submitted in physical form at the address given at ITB 16.2 (a) as per ITB 9(I).

- (p) Attachment 12: Option for Initial Advance or No Initial Advance against Bank Guarantee. Scanned copy of Sample Cheque (Cancelled) shall also be uploaded (refer para 15.4 below).
- (q) Attachment 13: Declaration
- (r) Attachment -14: Declaration of Key Managerial Persons and Power of Attorney Holder
- (s) Attachment 15: Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA.
- (t) Attachment 16: Declaration by the Bidder regarding events encountered pursuant to ITB Clause 2.1
- (u) Attachment 17: Bid Securing Declaration to be submitted by the Bidder.
- (v) Attachment 18: Declaration of Tax exemptions, reductions, allowance or benefits.
- (w) Attachment 19: Additional Information (uploading of Scanned Copy, as applicable)

(i) Certificate from their Banker(s) (as per prescribed formats in Form 12, Section-V: Sample Forms and Procedures) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Purchaser may make queries with the Bidders Bankers.

(ii) Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid.

(iii) Any other information which the Bidder intends to furnish. Scanned copy of above documents shall be uploaded (refer para 15.4 below).

~~(x) Attachment 20: Safety Pact (submission of Hard Copy in 'Original')~~

~~The Bidder shall complete the accompanying Safety Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be submitted by the Bidder in two (2) originals along with the Techno – Commercial Part in a separate envelope, duly superscripted with 'Safety Pact'. The Bidder shall submit the Safety Pact on a non-judicial stamp paper of Rs. 100/-.~~

~~Bidders shall take print out in two copies discussed above and as explained in the Attachment 18 Safety Pact.~~

9.4 At the time of submission of the bid, Bidders are required to make sure that:

1. The First Envelope excel with file named "First Envelope and Bid Forms" must be uploaded alongwith the bid.

2. The Second Envelope excel with file name as indicated on the RFx Parameters section under RFx information on the m-junction portal (<https://eprocurement.mjunction.in>) must be uploaded alongwith the bid.

As per the provisions of the portal, it is mandatory to upload aforesaid excel files with titled as per above (Bidders may refer user manuals at the m-junction portal (<https://eprocurement.mjunction.in>) regarding submission of bid).

10. Bid Form and Price Schedules

Section – II: Instruction to Bidders

Vol.-I/Tender no. NHPTL/C&M/24-25/EL-055/OTE-002

10.1 The Bidder shall complete the Bid Form(s) and the appropriate Price Schedules furnished in the Bidding Documents as indicated therein, following the requirements of ITB Clauses 11 and 12.

11. Bid Prices

11.1 Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire facilities on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities including supply of mandatory spares (if any). This includes all requirements under the Contractor’s responsibilities for supply of equipment at site, assembly, demonstration and testing of the facilities and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Owner when executed and shall be deemed to be covered by the prices for other items.

11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. If a Bidder wishes to make a deviation, such deviation shall be listed in Attachment 5 of its bid. The Bidder is required to provide the cost of withdrawal for such deviations.

11.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Where no Price Schedules are included in the Bidding Documents, Bidders shall present their prices in the following manner:

Separate numbered Schedules shall be used for each of the following elements. The total amount from each Schedule 1 to 5 shall be summarized in a grand summary of Price Proposal (Schedule 6) giving the total bid price(s) to be entered in the Bid Form.

Schedule 1 Plant and Equipment (including mandatory Spares) to be supplied including Performance & Guarantee Test/Pre-dispatch Inspection Test Charges and Training/Demonstration Charges at site.

Schedule 2 Local Transportation/In Land Transportation Charges, In-transit insurance, loading and unloading Charges.

Schedule 3 Taxes and Duties not included in Schedule 1 & 2

Schedule 4 Grand Summary (Schedule Nos. 1 to 3)

11.3.1 The bid price for the items for which quantities have been estimated by the Owner shall be governed based on the unit price quoted by the bidder.

11.3.2 The bid price for which the quantities are to be estimated by the Bidder shall remain constant unless there is change made in the Scope of Work by Owner. The quantities and unit prices (i) subsequently arrived while approving the Bill of Quantities (BOQ) /Billing breakup of lumpsum quantities/lot/Set and/or (ii) estimated by the bidder shall be for on account payment purpose only. In case additional quantities, over and above the quantities BOQ/billing breakup and /or estimated by the bidder, are required for successful completion of the scope of work as per Technical Specification, the Bidder shall execute additional quantities of these items for which no additional payment shall be made over and above the lumpsum bid price. In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be the property of the bidders and they shall be allowed to take back the same from the site for which no deduction from the lumpsum bid price shall be made. Further, in case actual requirement of quantities for successful completion of scope of work is less than the quantities identified in the approved BOQ /billing breakup and/or estimated by the bidder, the lumpsum bid price shall remain unchanged and no deduction shall be made from the lumpsum price due to such reduction of quantities.

11.3.3 It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies (including GST) and interest, if applicable on account of additional revised invoice issued for actual material supplied, to the concerned authorities for such return/supply of surplus material, which would otherwise have been, lawfully payable.

11.3.4 Set/Lot/Lumpsum shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications.

11.4 In the schedules, Bidder shall give the required details and a breakdown of their price considering and taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations, in the schedules as follows:

- (a) Plant and equipment including mandatory spares, shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) basis and Performance & Guarantee Test Charges to be conducted abroad/India), shall also be included in EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable). Training/Demonstration Charges if any shall be included in the EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable).

Further, in case of imported Equipment/items offered as 'Off the Shelf' or dispatched directly from the Indian Port of disembarkation, the price of such Equipment/items shall be inclusive of all cost as well as any duties paid/payable in relation to import of such goods (viz., customs duties, GST & levies etc.) considering and taking into account the ITC as may be available under the applicable laws including GST.

The price quoted in respect of all items in the above schedule shall be excluding GST applicable on transaction between the Owner and the Contractor.

- (b) Local/inland transportation, In-transit insurance, loading & unloading and Demonstration at Site of the Plant and Equipment including mandatory spares to be supplied shall be quoted separately in Schedule 2, as composite supply of services, with local/inland transportation being the Principal Supply. It is the Owner's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, loading and unloading by the Bidder to the Owner, GST is not payable. The Bidder is, however, advised to check the position from their own sources. If payable, the same shall be to the Bidder's account and Owner shall not reimburse any GST on this account.
- (c) Training/Demonstration Charges if any should be included in EXW(ex-factory, ex-works, ex-warehouse or off-the-self, as applicable)and shall include rates and prices for all labour, Contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature,

provision of operations and maintenance manuals, etc. wherever identified in the Bidding Documents as necessary.

- (d) The Performance & Guarantee Testing Charges shall be included in EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable).
- (e) To facilitate the bidders, Owner has indicated an HSN/SAC code and rate of GST. It shall entirely be the responsibility of the bidder to check the HSN/SAC code and rate of GST given against each item. The bidder may either confirm the HSN and rate of GST or if the bidder opts to classify the item in question under a different HSN/SAC code or opts to indicate a different rate of GST, bidder may indicate the same in the columns provided. The bidders shall solely be responsible for HSN/SAC classification and the rate of GST for each item.
- (f) Total GST on Supply of goods and Services shall be indicated in Schedule -3
- (g) The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price.
- (h) The Bidder shall include In-transit insurance charges in its bid prices as per insurance requirement mentioned in Section - III: General Conditions of Contract (GCC) and Appendix-2: Insurance Requirements to Form of Contract Agreement as contained in Section V: Sample Forms and Procedures (FORMS) of the Bidding Documents. Bidder shall further note that the Owner shall not be liable to make any payment/reimbursement to the Contractor whatsoever for insurance of Contractor's Plant and Machinery.
- (k) The bidder shall fill up only the marked cell (shaded in green colour) in the work sheets of Schedule 1, 2 and Discount, Taxes & duties. Bidder shall not carry out any modification or changes in any other cell. Required calculations will be carried out automatically in the respective work sheets of Schedule-4(Grand Summary), Schedule-4 (After Discount) (Grand Summary after discount) and Bid Form.

- (l) Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Owner. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Owner will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect in Attachment 18 as per the format enclosed in the Bidding Documents.

Further, if issuance of the necessary certificate for availing such exemptions, reductions, allowances, or benefits is permitted and is required to be issued by the Owner in line with the relevant policies, rules, and procedures of Govt. of India in vogue, the same shall be considered for issuance by the Owner, provided the Bidder explicitly indicates in their bid that they have quoted prices after considering the applicable concessional duty/exemption. However, the Bidder alone shall be responsible for obtaining any benefits there from as may be admissible under Govt. policies/procedures and in case of their failure to receive such benefits, partly or fully, for any reason whatsoever, the Owner will neither be responsible nor be liable to compensate the Contractor, and the Owner shall have no financial liability on this account.

Where the Bidder has quoted taking into account such benefits, he must give all information required for issuance of such certificate in terms of the relevant notifications of the Govt. of India along with his bid in Attachment 18. In case bidder has not indicated such information or has indicated "to be furnished later on" in Attachment 18, the same shall be construed to mean that no benefit has been passed on by the bidder to the Owner, and the Owner shall not issue any certificate to the contractor for availing the same even if admissible.

- (m) Owner shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.

- 11.4.1 To enable the bidders for effecting reductions in the prices already filled up in Price Schedules by way of discounts, the work sheet titled 'Letter of Discount' is included as part of price Schedules. Bidder can effect the reductions by filling up the discount either on lump sum basis or percent basis, which can be made applicable either on the total price or one or more of the price schedules.

The Bidder may note that in case he chooses to offer multiple discounts as per Sl. No. 1 to 4 in the work sheet "Letter of Discount",

all discounts shall be applicable simultaneously on the base prices of respective items on which the bidder has offered the discount(s) i.e., all the discounts shall be considered together on the Quoted Prices of such items (as quoted by the bidder without discount). Accordingly, the reduced prices shall be displayed in the work sheet "Sch-4 (After Discount)"

11.5 The prices shall be in accordance with the following:

Fixed Price: Prices quoted by the Bidder shall be on fixed price basis and no adjustment in prices will be allowed.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees Only.

13. Bid Security

13.1 The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated. The bid security must be submitted in the form provided in the Bidding Documents.

Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of 'Udyam Registration certificate' with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders.

13.2 The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Owner or a bank guarantee from a reputed bank selected by the bidder. The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid Security shall be valid upto date as mentioned in BDS, or any other date as subsequently requested under ITB Sub-Clause 14.2.

Alternatively, if bid security is to be submitted in favor of NHPTL, the same can be submitted as online payment in the Bank Account of NHPTL as per detail given below:

Owner: National High Power Test Laboratory Private Limited; Bina.

Name of Bank: ICICI Bank Limited,
Branch: Shastri Ward, Bina, Sagar, Madhya Pradesh.
Bank A/C No: 186105001549
IFSC Code:ICIC0001861
MICR Code: 470229101
SWIFT Code: ICICINBBNRI

The copy of 'Online Payment Acknowledgement generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.

- 13.3 Any bid not accompanied by an acceptable bid security or Online Payment Acknowledgement towards Bid Security (along with the bid or subsequently pursuant to ITB Clause 21.1), except as exempted at 13.1 above, shall be rejected by the Owner as being nonresponsive, pursuant to ITB Sub-Clause 22.4.

Bidder's failure to submit an acceptable Bid Securing Declaration along with the bid or subsequently pursuant to ITB Clause 21.1, shall lead to his bid being considered nonresponsive in line with ITB Sub-Clause 22.4.

- 13.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period.

- 13.5 The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 35 are furnished to the satisfaction of the Owner. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, pursuant to ITB Clause 34, and has furnished the required performance security, pursuant to ITB Clause 35.

- 13.6 In case of dishonouring the conditions of Bid Securing Declaration as given below, the bids from such Bidders shall be considered as non-responsive for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within the specified period of non-responsiveness/ineligibility. This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Owner to this effect.

- a. if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- b. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment - 17 Declaration of the Bid; or
- c. If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or
- d. If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post - bid discussion; or
- e. in the case of a successful Bidder, if the Bidder fails within the specified time limit.
 - (i) to sign the Contract Agreement, in accordance with ITB Clause 34, or
 - (ii) to furnish the required performance security(ies), in accordance with ITB Clause 35 and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.5.

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

14. Period of Validity of Bid

14.1 Bids shall remain valid for the period of Six months(180 Days) after the date of opening of Techno - Commercial Part i.e. First Envelope, prescribed by the Owner, pursuant to ITB Sub-Clause 20.1. A bid valid for a shorter period shall be rejected by the Owner as being non-responsive.

14.2 In exceptional circumstances, the Owner may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by email. A Bidder may refuse the request, in which case provision of non-responsiveness in future packages as per ITB 13.6 shall not be applicable A Bidder granting the request will not be required or permitted to modify its bid.

15. Format and Signing of Bid

15.1 The bidder shall prepare the bid in the manner indicated in ITB Clause 9.0 and submit the bid in following manner:

First Envelope:

- (i) The Electronic Form/Template of the bid for First Envelope (Techno-Commercial), as available on the portal, shall be duly filled.

These Electronic Forms/Templates shall be viewable by all the participating bidders after opening of First Envelope bids.

The soft copy of the bid consisting of the documents listed in ITB Clause 9 including relevant scanned documents (refer ITB Clause 15.4) shall be uploaded through the portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Owner in any circumstances.

At the time of submission of the bid, Bidders are required to make sure that the First Envelope excel with file named "**First Envelope and Bid Forms**" must be uploaded alongwith the bid. *(Please refer user manuals at the m-junction portal (<https://eprocurement.mjunction.in>) regarding submission of bid).*

(ii) Hard copy of followings:

- a) DD or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5;
- b) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II;
- c) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope;
- d) Power of Attorney as per Clause 9.3 (b);
- e) In case of Bid from Joint Venture, the Joint Venture Agreement & Power of Attorney of Joint Venture Agreement;
- f) Safety Pact (in Original) in accordance with clause 9.3 (s) of ITB, Section-II in separate envelope.

Second Envelope:

- (i) The Electronic Form/Template of the bid for Second Envelope (Price - Part) covering details regarding summary of price details.

These electronic forms/templates shall be viewable by all the participating bidders after opening of Second Envelope bids.

Bidders to note that notwithstanding the prices quoted by the bidder in this electronic form, the Owner reserve the right to correct the prices for purpose of evaluation and award in accordance with the provisions of bidding documents.

The soft copy of the price schedules as per ITB Clause 11 to be uploaded on the portal. Submission of Soft Copy of any documents by any other means shall not be accepted by the Owner in any circumstances.

At the time of submission of the bid, Bidders are required to make sure that the Second Envelope excel with file named **"Price_schedule"** must be uploaded alongwith the bid. *(Please refer user manuals at the m-junction portal (<https://eprocurement.mjunction.in>) regarding submission of bid).*

- 15.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.
- 15.3 The Bidder shall furnish information as described in the last paragraph of the Bid Form on commissions or gratuities, if any, paid or to be paid to agents relating to this bid, and to contract execution if the Bidder is awarded the contract.
- 15.4 The List of following documents shall be scanned & uploaded on the portal as per table given below:

S. No.	Description of Documents	Name of File to be uploaded on the portal
1.	Power of Attorney	poa.pdf
2.	DD/Banker's Cheque//On Line Payment Acknowledgement against Bidding Document fee	dd.pdf
3.	Constitution of legal status	legal.pdf
4.	The principal place of business	principal.pdf
5.	The place of Incorporation or the place of registration and the nationality of the owner	incorporation.pdf
6.	Technical Experience certificate issued by utility	techexp.pdf
7.	Financial Balance Sheets (for last five years)	balsheet.pdf
8.	Technical GTP	gtp.pdf
9.	Performance & Guarantee	pgtreport.pdf

S. No.	Description of Documents	Name of File to be uploaded on the portal
	Test Report	
10.	Manufacturer Authorization	manuauth.pdf
11.	Work Schedule (BAR Chart)	barchart.pdf
12.	Guarantee Declaration	guarantee.pdf
13.	Cancelled Cheque	cheque.pdf
14.	MSE_registration certificate	MSE_registration certificate.pdf
15.	MSE owned by SC/ST entrepreneurs	MSE_SC-ST certificate.pdf
16.	MSE owned by women	MSE_Women certificate.pdf
17.	DD/Banker's Cheque/ Online Payment Acknowledgement towards Bidding Document fee	Tender_fee_receipt.pdf
18.	DD/Banker's Cheque/Online Payment Acknowledgement towards Bid Security	Bid_Security_receipt.pdf
19.	Bid Securing declaration	Bid_Securing_declaration.pdf

1. Bidder may put three(03) characters suffix for each file preceded by an 'under-score' for their identification. (Example- poa_xyz.pdf)
2. In case more file are to be uploaded under the same head Numeric suffix may be put by the bidder. (Example - poa1_xyz.pdf, poa2_xyz.pdf, poa3_xyz.pdf.....)
3. For uploading any additional documents bidder may decide the name of file with prefix as 'other' succeeded by 'under score' and suffix as name of document in short. (Example - other_ISO certificate1_xyz.pdf, other_ISO certificate2_xyz.pdf)
4. For other types of files supported on the portal, please refer the related provisions on the portal.

D. Submission of Hard Copy of Bids

16. Sealing and Marking of Bids

- 16.1 The Bidder shall upload the soft copy part of the bid as per the provisions of the portal (refer para 15.1 & 15.4 above read in conjunction with ITB Clause 9 (I)) and submit the hard copy of DD/Online Payment Acknowledgement towards Bidding Document

fee or documentary evidence in support of exemption of Document fee (as applicable), Integrity Pact, Safety Pact, Power of Attorney, Power of Attorney etc. (refer para 15.1 above), duly marked First Envelope (Techno – Commercial Part) in the following manner.

Envelope-1: DD/Banker's Cheque/Online Payment Acknowledgement towards Bidding Document fee/ documentary evidence in support of exemption of Bidding Document fee

Envelope – 2: Integrity Pact

Envelope – 3: Power of Attorney

~~Envelope – 4: Safety Pact~~

The Bidder shall upload the Excel files of Price Schedule and Attachments downloaded from the portal as part of the bid duly filled in the required cells. If the bid submitted by the bidder is found different from the files downloaded from the portal, as part of the bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid.

16.2 The deadline for Soft copy part of the bid submission is

Date: 23/04/2025 Time: 15.00 Hrs. [Indian Standard Time].

Bid submission timelines will be defined as per the e-Procurement server clock only.

Deadline for submission of Hard copy of Documents: NOT APPLICABLE (refer ITB Clause 9(I))

Address for submission of Hard copy of Documents:

Address in Person or by Post:

Manager (Contract & Materials)
National High Power Test Laboratory Private Limited; POWERGRID COMPLEX, 765/400kV SUB-STATION, KHIMLASHA ROAD, BINA, MADHYA PRADESH - 470113.

(a) Bid Title:

“Supply of Heavy-Duty Industrial Trailer of 350 MT Load Capacity”, NIT No. NHPTL/C&M/24-25/EL-055/OTE-002

FIRST ENVELOPE

(a) Do not open before 15:30 hours (Indian Standard Time) on 23/04/2025.

Address for Bid Opening:

Manager (Contract & Materials)
National High Power Test Laboratory Private Limited;
POWERGRID COMPLEX, 765/400kV SUB-STATION,
KHIMLASHA ROAD, BINA, MADHYA PRADESH - 470113.

Time and date for Bid Opening - First Envelope:

Date: 23/04/2025 Time: 15.30 Hrs. onwards [Indian Standard Time].

- 16.3 DD/ Banker's Cheque or Online Payment Acknowledgement towards Bidding Document or documentary evidence in support of exemption of Document fee, Integrity Pact and the Safety Pact in original etc. shall be submitted in separate super scribed envelopes (one for Integrity Pact and one for Safety Pact etc. as per ITB Cl. 16.1) as per ITB Clause 9 (I).

Bidder may upload Soft copy of the any other documents which they consider relevant along with First Envelope.

All the envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."

In case, pursuant to Ministry of Finance, GOI's Circular dated 17th July, 2012, the Bank Guarantee is issued using SFMS Platform by the banks located in India, the copy of such Bank Guarantee shall be submitted by the bidder along with the First Envelope. The Account details of NHPTL for the purpose of Bank Guarantee (towards Bid Security) to be issued using SFMS Platform are as given below:

Name of the Bank and Address	IFSC Code	NHPTL Current A/c No.
Name of Bank: ICICI Bank Limited, Branch: Shastri Ward, Bina, Sagar, Madhya Pradesh.	IFSC Code: ICIC0001861	Bank A/C No: 186105001549

Note: *The above account details can be used for the issuance of Bank Guarantee using SFMS Platform.*

~~In case of Bank Guarantee (towards Bid Security) verification through SFMS facility of the above Bank, the applicant has to also provide a unique identifier of NHPTL to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of NHPTL is _____.~~

In addition to the above, the Bank Guarantee (towards Bid Security) should be submitted in the Physical form as specified in ITB Clause 13.

- 16.4 If the envelope is not sealed and marked as required by ITB Sub-Clause 16.2 above, the Owner will assume no responsibility for the bid's misplacement or premature opening.

17. Deadline for Submission of Bids

- 17.1 Soft copy part of the bid shall be uploaded through the m-junction portal (<https://eprocurement.mjunction.in>) at or before the submission time and date as stipulated in the bidding document. Hard copy of Bid Security in accordance with Clause 13 of ITB, Section-II in separate envelope, Integrity Pact, ~~Safety Pact~~, Power of Attorney must be received by the Owner at the address specified under ITB Sub-Clause 16.2. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the bids will be received/uploaded upto the appointed time on the next working day.

- 17.2 The Owner may, at its discretion, extend this deadline for submission of bids any time prior to opening of bids, in which case all rights and obligations of Owner and bidders will thereafter be subject to the deadline as extended.

Further the Owner also reserves the right to extend bid submission timeline or recall the tender if e- Procurement server is down (i.e. inaccessible / inoperative) for a prolonged period of time within the last 24 hours of the bid submission due date.

- 17.2.1 Notwithstanding above, the Owner may, at its discretion, extend the deadline for submission of soft part of the bids from 15.00 hrs (IST) to 16.00 hrs (IST) on the same day in case the bidder(s) faces difficulty in submission of bids on the e-Procurement portal even for reasons

not attributable to the e-Procurement server. In such a case, the bidder(s) shall however, be required to send a written communication on the e-mail IDs mentioned below for the purpose before the deadline for submission of soft part of the bids i.e. 11.00 hrs (IST) on the last day of the aforesaid deadline. Any request received by the Owner thereafter i.e. beyond 11.00 hrs (IST) or received prior to the day of deadline for submission of soft part of the bids shall not be entertained under any circumstances. The time of receipt of such communication on the e-mail IDs mentioned below shall govern for the purpose of determining whether or not the communication has been received prior to the deadline for bid submission as stipulated. The bidder(s) may also note that the above recourse shall, however, be adopted only once in the first such instance and no further extension on this account beyond 16.00 hrs (IST) as above shall be given by the Owner.

The e-mail IDs are as follows: contracts@nhptl.com

18. Late Bids

- 18.1 The bidder shall not be permitted to submit the soft copy part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified in ITB 16.1 above.

In case Hard copy part of the bid is received by the Owner after the deadline for submission of the same prescribed by the Owner in the BDS, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with the provisions of Bidding Documents. NHPTL may consider a period of 07 working days to receive hard copy part of the bids and in case it is not received during the extended period, such bids will be rejected during preliminary examination.

However, in case of MSEs who are exempted from submission if Bid security in line with ITB 13.1, submission of hard copy part after the deadline for submission of the same prescribed by the Owner in the BDS, shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.

The bidder shall not be permitted to submit the soft copy part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. The e-Procurement system

would not allow any late submission of bids through the portal after due date & time as specified in BDS.

19. Modification and Withdrawal of Bids

- 19.1 Bidder may modify its bids through the relevant provisions on the m-junction portal (<https://eprocurement.mjunction.in>). The Bidder may modify or withdraw its bid after submission, provided that modification is done on the portal as well as notice is received by the Owner prior to the deadline prescribed for bid submission.
- 19.2 The Bidder's modifications shall be done and submitted as follows:
- (i) Modified Electronic form of the bid as per the provision of portal therein.
 - (ii) Soft copy of the entire bid if any modification is there.
- 19.3 Bidder may withdraw its bid through the relevant provisions of portal only.
- 19.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. Withdrawal of a bid during this interval may result in the Bidder's bids in future packages being considered non-responsive, pursuant to ITB Sub-Clause 13.6.

E. Bid Opening and Evaluation

20. Opening of First Envelope by Owner

- 20.1 The Owner will open the First Envelope i.e. Techno - Commercial Part in public, including withdrawals and modifications made pursuant to ITB Clause 19, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the ITB 16.1 above. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidder who have submitted their bid may view on line tender opening on the portal from their end. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the bids will be received upto the appointed time on the next working day.
- 20.2 During the opening of bids, Envelopes marked "Withdrawal" shall be opened first. Bids withdrawn pursuant to ITB Clause 19 shall be not be opened.
- 20.3 For all other Bids, the bidders' names, deviation having cost of withdrawal, if any, the presence of bid security, Integrity Pact, Safety

Pact and any such other details as the Owner may consider appropriate, will be get declared through the Portal by the Owner. Subsequently, all envelopes marked "Modification" shall be opened. No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 18. Soft copy of the bids shall be send to archive unopened. However, opening of bid, whether or not accompanied with the Tender fee and/or bid security and/ or Integrity Pact and/or Safety Pact, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Section-II.

On behalf of Owner, the Integrity Pact and Safety Pact will be signed by its representative at the time of Bid Opening. One original of the Integrity Pact and Safety Pact will be retained by Owner and the other original will be returned to the representative of the bidders present during bid opening. If the Bidder's representative is not present during the Bid Opening, the other original shall be sent to the bidder by post/courier.

- 20.4 The Owner shall prepare minutes of the bid opening in the form of Bid Opening Statement, including the information disclosed to those present in accordance with ITB Sub-Clause 20.3.
- 20.5 Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be send to archive unopened.

21. Clarification of Bids

- 21.1 During bid evaluation, the Owner may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (b), (o), (q), (r), (s), (t) and (u) or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 9.3 (c), Online Payment Acknowledgement towards the cost of Bidding Documents pursuant to ITB 5.4, documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 5.5, documentary evidence with regard to MSE owned by SC/ST entrepreneurs or women in line with Public Procurement Policy for MSEs pursuant to ITB 9.3(p), required to be submitted by the Bidder as per the provisions of the Bidding Documents. The Owner may seek any required clarification on any issue pertaining to the Bid submitted by Bidder. The Owner may give the Bidder not more than 7 working days notice to rectify/furnish such documents, failing which the bid may be rejected if point is significant as regards to evaluation of bids. 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.

22. Preliminary Examination of First Envelope

- 22.1 The Owner will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

In case of non-submission of bid in the portal (soft copy part of the bid) within the stipulated deadline, then even if the bidder has submitted the specific documents in hard copy part in original within the stipulated deadline pursuant to ITB 17.1, its bid shall be considered as incomplete bid, which shall be summarily rejected.

Similarly, in case of non-submission of Hard copy part of the bid, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as incomplete bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened. NHPTL may consider a period of 07 working days to receive hard copy part of the bids and in case it is not received during the extended period, such bids will be rejected during preliminary examination.

However, in case of MSEs who are exempted from submission of Bid Security in line with ITB 13.1, non-submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.

- 22.2 The Owner may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment 5 to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clause 24.
- 22.3 Prior to the detailed evaluation, the Owner will determine whether each bid is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-5 and/or in the Bid Form, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. 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 Owner'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.

22.3.1 Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 5 (Contractor's Responsibilities), 8 (Terms of Payment), 9.3 (Performance Security), 10 (Taxes and duties), 21.2 (Completion Time Guarantee), 22 (Defect Liability), 23 (Functional Guarantee), 25 (Patent Indemnity), 26 (Limitation of Liability), 38 (Settlement of Disputes), 39 (Arbitration), 40 (Conciliation) and Appendix 2 to the Form of Contract Agreement shall be discussed with the bidders and will be resolved with the bidders before opening of Envelope-2(Price Bid) of the bid. The bidders may quote the cost of withdrawal against the deviations taken against above conditions and which may be discussed during post bid discussion. The cost of deviations if any will be considered in the evaluation of bid and award will be decided based on outcome of the post bid discussion. In case, in respect of the above deviations, resolution with the bidder is not achieved, the bid will be rejected and Envelope-2(Price Bid) of that bidder will not be opened.

22.3.2 Regarding deviations, conditionality or reservations introduced in the bid, which will be reviewed to conduct a determination of substantial responsiveness of the Bidder's bid as stated in ITB Sub-Clause 22.3, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:

- I. Bid Form
- II. Attachment-5 : Deviations
- III. Technical Data Sheet
- IV. Any other part of the bid

Contents of the document at Sr. No. I above will have overriding precedence over other documents (Sr. No. II to IV above). Similarly, contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III to IV above), and so on.

22.4 If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Owner's determination of a

bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

23. Qualification

- 23.1 The Owner will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in Annexure - A to satisfactorily perform the contract. The Owner shall be the sole judge in this regard and the Owner's interpretation of the Qualification Requirement shall be final and binding.

Notwithstanding the above, criteria as per ITB Clause 23.2 shall also be required to be met.

The Owner also reserves the right to verify the Qualification data requirement by physical visit, and/or through Indian Embassy in case of data of foreign origin, or any other means as it may consider appropriate.

- 23.2 The determination will take into account the Bidder's financial, technical capabilities including production capabilities, in particular the Bidder's contract work in hand, future commitments & current litigation and past performance including fatal accidents during execution of contracts that have been awarded by the Owner on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the Owner deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Owner as per the provisions of Annexure -A.

- 23.2.1 The determination shall also take into account the assessment of Bid Capacity of a bidder before considering them for award of contract(s). Such Bid Capacity for regulating award of contract(s) on a bidder during any Financial Year (i.e. April to March) shall be subject to the condition that aggregate of the annualized requirement specified at para A, B, & C below, which corresponds to various packages to be considered for award [shall mean the package(s) for which award has been placed on that Bidder/ Bidder is under the zone of consideration for award of the package(s)] during such Financial Year (i.e. April to March), shall not exceed 1.5 (one and half) times the Average Annual Turnover (AAT) of the Bidder worked out in the manner as specified in Qualification Requirement for the Bidder (Annexure-A, Section-III, Volume-I of Bidding Documents):

The Owner may, seek clarification/ details related to Balance Bid Capacity, as may be considered appropriate.

Notwithstanding the above, in case any of the event(s) as per ITB Clause 2.1 is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package.

For the above purpose, the bidder shall also submit a declaration in Attachment-16.

The Owner at its discretion may access the capacity and capability of the bidders besides obtaining various records/ documents pertaining to the qualification requirement.

The Bidder shall note that if at any stage, they have been found to resort to unethical practices inter-alia including any misrepresentation of facts, submission of false and/ or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Owner's tenders for a period of 1 to 3 years, as considered appropriate and its Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

- 23.3 The Owner may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.
- 23.4 An affirmative determination will be a prerequisite for the Owner to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.
- 23.5 In case of a new bidders, assessment shall be done as per the provisions of Qualification Requirement for the Bidder, enclosed as Annexure-A taking into consideration all relevant aspects. The bidder's capacity and capability for award of Contract(s) shall be based on such assessment.
- 23.6 For all above purposes, Owner shall be sole judge in this regard.

24. Evaluation of Techno - Commercial Part (First Envelope)

- 24.1 The Owner will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects

are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner will examine the information supplied by the bidders, pursuant to ITB Clause 9, and other requirements in the Bidding Documents, taking into account the following factors:

- (a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 5 to the bid and those deviations not so identified; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- (b) achievement of specified performance criteria by the facilities
- (c) Compliance with the time schedule called for in the corresponding Appendix to the Form of Contract Agreement and evidenced as needed in a milestone schedule provided in the bid;

The Time for Completion shall be as under:

Description	Duration in Months from the date of Notification of Award
Taking Over by the Owner upon successful Completion of supply at	
National High Power Test Laboratory Private Limited;	
Heavy Duty Industrial Trailer of 350 MT Capacity	9(Nine) Months

The plant and equipment covered by this bidding shall have the 'Taking Over' by the Owner after successful Completion within the period specified as specified above. Bidders are required to base their prices on the time schedule given in Appendix 3 to the Form of Contract Agreement (Time Schedule) or, where no time schedule is given in Appendix 3, on the Completion date(s) given above. No credit will be given to earlier completion. Bids offering completion beyond the specified period are liable to be rejected.

- (d) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services

- (e) any other relevant technical factors that the Owner deems necessary or prudent to take into consideration.
- (f) any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.
- (g) details furnished by the bidder in response to the requirements specified in Volume-II of the Bidding Documents.
- (h) Deleted

24.2 Deleted

25. Opening of Second Envelope by Owner

25.1 The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 23 and 24. Such Bidders shall be intimated through portal only about the date and time for opening of Price Part i.e., Second Envelope of the Bids by the Owner. A negative determination of the bids pursuant to ITB Clause 23 and 24, shall be notified by the Owner to such Bidders and the Second Envelope submitted by them shall be sent to archive unopened and the bid security shall be returned.

25.2 The Owner will open Second Envelope i.e., Price Part at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of Second Envelope. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bid and found qualified as mentioned at para 25.1 above may view online tender opening on the portal from their end.

25.3 The bidders' names, the Bid Price and any such other details as per Electronic form filled in by the bidder on the portal will become viewable at the time of opening of bids. The prices and details as filled up in Electronic Form/Template by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section - II and considered for award of contract as provided in ITB Clause 31.

25.4 The Owner shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 25.3.

25.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

26. Conversion to Single Currency

26.1 This shall not be applicable as domestic firms are required to quote the prices in Indian Rupees only.

27. Evaluation of Second Envelope (Price Part)

27.1 The Owner will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

27.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Owner, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

If there is a discrepancy between the quantity specified by the Owner and the quantity indicated by the bidder in any price schedules, the quantity specified by the Owner shall prevail and shall be corrected accordingly.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the same shall be considered in full on the Ex-works price component (by proportionately reducing Ex-works price of individual items), in case of award. Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Owner based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Owner. If the bidder has left the cells for confirmation of HSN/SAC code and/or corresponding rate of GST "blank", the HSN/SAC code and/or corresponding rate indicated by the Owner shall be deemed to be the one confirmed by the Bidder. The GST rate and amount so ascertained by the Owner for the said HSN/SAC code shall prevail.

The rate of GST for the purpose of evaluation shall be the rate of GST as confirmed/deemed confirmed by the bidder for each item in the bid/schedules.

If there is difference in HSN/SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the bidder in its bid and HSN/SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Contractor shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited.

- 27.3 The comparison shall be on the total price in Price Schedule No. 4 (After Discount) and considering applicable discount offered by the

bidder in different manner at s. no. 4 of "Letter of Discount", if applicable.

The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.

The Owner's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 27.4 & 27.5.

27.4 The Owner's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedule Nos. 1 through 4 (Second Envelope), the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Owner, in the manner and to the extent indicated in ITB Sub-Clause 27.5 and in the Technical Specifications:

(a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in the evaluation of First Envelope, and other deviations and omissions not so identified;

(b) the functional guarantees of the facilities offered;

Bidders shall state the functional guarantees (e.g., performance, efficiency, consumption) of the proposed facilities in response to the Technical Specifications. Plant and equipment offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Technical Specifications to be considered responsive. Bids offering plant and equipment with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

(c) the performance of the equipment offered;

Bidder shall confirm the guaranteed performance or efficiency in response to the Technical Specifications. Plant & Equipment offered shall have a minimum (or maximum, as the case may be) level of performance guarantees specified in Technical Specification to be considered responsive. Bids offering Equipment with a performance less than the specified may be rejected.

(d) the extra cost of work, services, facilities, etc., required to be provided by the Owner or third parties;

27.5 Pursuant to ITB Sub-Clause 27.4, the following evaluation methods will be followed:

(a) Contractual and commercial deviations

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. In arriving at the evaluated cost, towards deviations whether material or minor identified in the evaluation of First Envelope, indicated by the bidder in Attachment-5 of the First Envelope will be used.

27.6 For the purpose of evaluation, no adjustment to the bid price towards performance guarantees of the Equipment(s) is applicable. However, the provision of Technical Specification, Volume-II of the Bidding Documents shall prevail.

28. Purchase/ Domestic Preference

28.1 No purchase preference is presently applicable for the Plant and Equipment to be supplied under the Contract. No margin of domestic preference will be allowed in evaluation and comparison of bids.

29.0 Electronics Reverse Auction:

29.1 Based on "Evaluated Bid Price" determined pursuant to ITB Sub Clause 27.6, the Bids shall be ranked in ascending order as X1, X2 , X3 etc....

29.2 The e-RA shall be conducted on a designated electronic platform of any Application Service Provider (hereinafter referred to as "ASP"), for and on behalf of the Owner.

29.3 The ASP, as and when authorized by the Owner, will intimate the bidders regarding the details of electronic platform, procedure/ modality of e-RA process and other details, prior to e-RA.

29.4 Notwithstanding above, the bidder(s) who either do not submit the requisite compliances for e-RA or do not participate in e-RA, their original price bid as opened, if valid, shall be considered for evaluation.

29.5 Electronic Reverse Auction(e-RA) shall be conducted among the qualified Bidders whose bids are found to be Technically and

Commercially responsive after evaluation of the first envelope part of the bid. During, the process of e-RA, bidders may revise their prices only downward and in any case, upward revision of prices is not allowed. In e-RA, all parties whose bids are found to be Technically and Commercially responsive, may participate. Even, in case of single response, the bidder may participate in e-RA and revise its quoted prices downward. After e-RA, if price is found reasonable and also found meeting other requisite criterion, the party emerged as lowest bidder may be considered for award of the contract.

- 29.6 Starting point for Reverse Auction(e-RA) shall be the lowest initial price bid of the tenderer eligible for award of contract. Minimum admissible bid value will be the start bid price ~~last bid value~~ minus minimum decrement as specified by the tendering authority before starting of Reverse Auction(e-RA). After close of the RA, tabulation of last (minimum) bids received from all the bidders will be generated and made visible to NHPTL and participating tenderers as financial bid. Bidders shall not be allowed to withdraw their last offer. L-1 will be defined as the lowest bid obtained after the closure of e-RA.
- 29.7 Deleted
- 29.8 The Owner reserves the right to conduct e-Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner as indicated at Annexure-B.
- 29.9 Notwithstanding the e-RA conducted as aforesaid, NHPTL reserves the right to hold negotiations with the bidder with lowest evaluated price after e-RA (L1 bidder).
- 29.10 Deleted
- 29.11 Further, Business Rules for e-Reverse Auction and a sample format for e-Reverse Auction Notice is enclosed at Annexure-C.
- 29.12 The Owner shall be the sole judge in this regard.

Note:- NHPTL have made arrangements with M/s MJUNCTION SERVICES LTD, who will be NHPTL's authorized Application Service Provider (ASP) for E-Bidding and e-Reverse Auction. The bidders participating in E-Bidding and shortlisted for e-RA, must have registration on Mjunction portal (<https://eprocurement.mjunction.in>). For registration, bidders are required to contact M/s Mjunction Services Limited, at following address to complete the registration formalities:

M/S MJUNCTION SERVICES LIMITED

GODREJ WATERSIDE, 3RD FLOOR, TOWER 1,
PLOT V, BLOCK DP, SECTOR V, SALT LAKE,
KOLKATA - 700091.

- Mahadev Das, mahadev.das@mjunction.in, 8584008148.
- Rimi Ghosh, rimi.ghosh@mjunction.in, 9650044156.

The said registration on the Mjunction portal is free of cost for the bidders.

30. Confidentiality and Contacting the Owner

- 30.1 After the public opening of bids, information relating to the examination, clarification, and evaluation of bids and recommendations concerning awards shall not be disclosed to Bidders or other persons not officially concerned with this process until the publication of contract award. From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Owner on any matter related to its bid, it should do so in writing.
- 30.2 Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid. The Owner shall be the sole judge in this regard.

F. Award of Contract

31. Award Criteria

- 31.1 Subject to ITB Clause 32, the Owner will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid after e-RA, further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified in Annexure-A to perform the contract satisfactorily.
- 31.2 The Owner may request the Bidder to withdraw any of the deviations listed in the winning bid.

At the time of Award of Contract, if so desired by the Owner, the bidder shall withdraw the deviations listed in Attachment 5 to the First Envelope in the bid. In case the bidder does not withdraw the deviations proposed by him, effort will be made for satisfactorily resolution of the deviation. ~~In case, satisfactorily resolution of deviation on any important issue of the bid is not achieved with the bidder, that particular bid will be considered non responsive and evaluation and award may be decided with remaining bids.~~

Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Owner.

- 31.3 The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Sub-Clause 2.1.
- 31.4 Award for the entire scope of work shall be placed on the lowest evaluated and qualified bidder who is found capable to perform the Contract in the event of award.

32. Owner's Right to Accept any Bid and to Reject any or all Bids

- 32.1 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.
- 32.2 The Owner may request the Bidder to withdraw any of the deviations listed in the winning bid.

At the time of Award of Contract, if so desired by the Owner, the bidder shall withdraw the deviations listed in Attachment 5 to the First Envelope stated by him in the bid. Effort will be made by NHPTL for reasonable settlement of these deviation with the bidder. ~~In case, reasonable settlement is not achieved between the parties, his bid will be rejected and Price Bid(Envelope 2) of that Bidder will not be opened.~~

Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Owner.

33. Notification of Award

- 33.1 Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.
- 33.2 The Owner shall publish the results on its website, identifying the bid and Specification numbers and the following information: (i)

name of each Bidder who submitted a Bid; (ii) bid prices displayed as per e-form at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

The Owner shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

- 33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Owner will promptly discharge the bid securities, pursuant to ITB Sub-Clause 13.4 & 13.5.

34. Signing the Contract Agreement

- 34.1 At the same time as the Owner notifies the successful Bidder that its bid has been accepted, the Owner in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

- 34.2 The Contract Agreement shall be prepared within twenty-eight (28) days of the Notification of Award and the successful Bidder and the Owner shall sign and date the Contract Agreement immediately thereafter.

35. Performance Security

- 35.1 Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for 10% (Ten percent) of the contract price plus additional performance securities, if any, in line with the requirement of Qualification Requirements, in the amount given in the **BDS** and in the form provided in Section VI, Sample Forms and Procedures, of the Bidding Documents. The performance security of a joint venture shall be in the name of joint venture.

- 35.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 34 or Clause 35 shall constitute sufficient grounds for the annulment of the award and the bids submitted by such Bidder and in which event the Owner may at his discretion make the award to the next lowest evaluated Bidder or call for new bids.

36. Fraud and Corruption

It is the Owner's policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Owner:

(a) defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "Corrupt Practice" means offering, giving, receiving, or soliciting anything of value to influence the action of Owner official(s) in the procurement process.
- (ii) "Fraudulent Practice" means any act including suppression/ misrepresentation of facts, submissions of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence procurement process to the detriment of interest of the Owner, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non-competitive levels and to deprive Owner of the benefits of competitive prices.
- (iii) "collusive practice" shall also include an arrangement between two or more parties designed to achieve an illegitimate purpose to the detriment of interest of Owner.
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "Obstructive practice" means
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation,

or

- (bb) acts intended to materially impede the exercise of the contractual rights or audit or access to information.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- (d) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Owner to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Owner.

----- *End of Section-II (ITB)* -----