SECTION-INB
INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 GENERAL INSTRUCTIONS

1.1 The Power Grid Corporation of India Ltd., New Delhi, hereinafter called ‘POWERGRID’/‘OWNER’ will receive bids for the supply of equipment & materials and services, if any, as set-forth in the accompanying specifications. All bids shall be prepared and submitted in accordance with these instructions.

2.0 QUALIFYING REQUIREMENTS OF BIDDERS

2.1 This bidding is open to any manufacturer who provides satisfactory evidence concerning the following that he:

a. is a qualified manufacturer who regularly manufactures the equipment of the type specified and has adequate technical knowledge and practical experience;

b. does not anticipate change in the Ownership during the proposed period of work.(if such a change is anticipated, the scope and effect thereof shall be defined);

c. has adequate financial stability and status to meet the financial obligations pursuant to the scope of the Work (The Bidders should submit at least three copies of the their profit and loss account and balance sheet for last five years);

d. has adequate plant and manufacturing capacity available to perform the Works properly and expeditiously within the time period specified. The evidence shall consist of written details of the installed manufacturing capacities and present commitments (excluding the work under this specification) of the Bidder or his principal. If the present commitments are such that the installed capacity results in inadequacy of the manufacturing capacities to meet the requirement of equipment corresponding to this bid, then the details of alternative arrangements to be organised by the Bidder for this purpose and which shall meet the Owner’s approval, shall also be furnished;

e. has adequate field service organisation to provide the necessary supervision in field erection and management services required to successfully erect, test and commission the equipment as required by the specifications and documents; and
f. has established quality assurance systems and organisation designed to achieve high levels of equipment reliability, both during his manufacturing and field installation activities.

2.1.1 Majority publicly owned enterprises domiciled in India may be eligible to qualify if, in addition to meeting all the qualifying requirements, they also:

(a) are commercially oriented legal entities distinct from the Owner, and are not a government department;

(b) are financially autonomous, as demonstrated by requirements in their constitutions to provide separate audited accounts and return on capital, powers to raise loans and obtain revenues through the sale of goods or services; and

(c) are managerially autonomous.

2.2 In addition, the qualifying requirements stated in the accompanying Special Conditions for the Contract shall also apply.

2.3 The above stated requirements are a minimum and the Owner reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Owner, the qualification data is incomplete or the Bidder if found not qualified to satisfactorily perform the Contract.

3.0 COST OF BIDDING

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

B. THE BIDDING DOCUMENTS

4.0 CONTENTS OF BIDDING DOCUMENT

4.1 The goods and services required, bidding procedures and Contract terms are prescribed in the Bidding Documents.

In addition to the Invitation to Bid, the Bidding Document is a compilation of the following sections:

a. Instructions to Bidders-Section INB (Vol. I)

c. Conditions for Supervision of Erection-Section CSE (Vol. I)

d. Special Conditions of Contract (Vol. IA).

e. Bid Form and Price Schedules (Vol. IB.).

f. Technical Specifications (Vol. II).

g. Technical Data Sheets (Vol. III).

5.0 UNDERSTANDING OF BID DOCUMENTS

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

6.0 CLARIFICATIONS ON BID DOCUMENTS

6.1 If the prospective Bidder finds discrepancies or omissions, in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for interpretations/clarifications, to the Owner in triplicate. The Owner, then will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder’s proposal. A prospective Bidder requiring any clarification on Bidding Document may notify the Owner in writing. The Owner will respond in writing to any request for such clarification of the Bidding Document which it receives not later than fifteen (15) days prior to the deadline for submission of bids prescribed by the Owner. Written copies of the Owner’s response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Documents.

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

7.0 AMENDMENT TO BIDDING DOCUMENT

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, modify the Bidding Document by amendment(s)
7.2 The amendment will be notified in writing or by telex or cable to all prospective Bidders who have received the Bidding Document at the address contained in the letter of request for issue of Bidding document from the Bidders. The Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

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

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

C. PREPARATION OF BIDS

8.0 LANGUAGE OF BID

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

9.0 LOCAL CONDITIONS

9.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The Owner shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or is effect on the cost of the Works to the Bidders.

10.0 DOCUMENTS COMPRISING THE BID

10.1 The Bidder shall complete the Bid Form inclusive of Price Schedule, Technical Data Requirements etc. furnished in the Bidding Documents, indicating, for the goods to be supplied and services to be rendered, a brief description of goods and services, quantities and prices.

10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed in Clause 2.0 above and accompanying Special Conditions of Contract.
10.3 The Bid Guarantee shall be furnished in a separate cover in accordance with Clause 24.0 of Section INB.

11.0 **SCOPE OF THE PROPOSAL**

11.1 **Scope of the Proposal for Supply Contracts**

The scope of the proposal shall be on the basis of a single Bidder’s responsibility, completely covering all the equipment and materials specified under the accompanying Technical Specifications. It will include the following:-

a. detailed design of the equipment/materials,

b. complete manufacture including shop testing,

c. providing engineering drawings, data, operation manual, etc. for the Owner’s approval,

d. packing and transportation from the manufacturer’s works and delivery at the Site; and

e. furnishing of spares.

11.2 **Scope of the Proposal for Supply and Supervision-of-Erection Contracts**

In case of Supply and Supervision of Erection Contracts, (if so stipulated in the Technical Specifications), the scope shall include design, manufacture, testing and delivery on FOR site basis and providing supervision of unloading, storage, handling at site erection, testing & commissioning and other services as specified in Section CSE of this Volume and the accompanying Technical Specifications.

11.3 For the purpose of supply of equipment and materials on FOR Site basis, the word ‘Site’ may be the Project Site defined in the Section GCC of this Volume-I/destination railway station nearest to the Owner’s place of work. In such cases such destination railway station shall be defined in the accompanying Technical Specifications.

11.4 Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive:

a) **Price Basis and Payments & Price Adjustment:**
   Clause 14 & 16, Section INB, Volume-I, Conditions of Contract.

b) **Bid Guarantee:**
   Clause 24.0, Section INB, Volume-I, Conditions of Contract.
c) **Contract Performance Guarantee:**
Clause 43.0, Section INB, Volume-I, Conditions of Contract.

d) **Liquidated damages:**
Clause 14.0, Section GCC, Volume-I, Conditions of Contract.

e) **Guarantee:**
Clause 15.0, Section GCC, Volume-I, Conditions of Contract.

f) **Payment:**
Clause 34.0, Section GCC, Volume-I, Conditions of Contract.

However, the Bidders wishing to propose deviations to any of the above provisions, must provide in the Commercial Deviations Schedule of Bid Proposal Sheet in their bid, the cost of withdrawal of such deviations. If the deviation to any of these provisions is not priced, the bid will be rejected. The evaluated cost of the bid shall include, in addition to the costs described in INB Clause 37, the cost of withdrawal of the deviations from the above provisions to make the bid fully compliant with these provisions.

At the time of Award of Contract, if so desired by the Owner, the Bidder shall withdraw these deviations listed in Commercial Deviations Schedule of Bid Proposal Sheet in their Bid at the cost of withdrawal stated by him in the bid. 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, his bid will be rejected and his bid security forfeited.

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.

11.5 Bids not covering the above entire scope of Works may be treated as incomplete and hence rejected.

12.0 **BID PRICE**

12.1 The Bidder shall quote in the appropriate schedule of the Bid Form lumpsum price for the entire scope of works (covered under the Bidding Documents) and also the unit rates of the goods it proposes to supply under the Contract on a base price with price adjustment basis, unless other specified in the Special Conditions of Contract.

12.2 The Bidder shall also furnish the price break down in the appropriate schedules of Bid Form to include the following.

   i. Ex-works price of the equipment/materials (including tools and tackles etc.)

   ii. Charges for inland transportation (including port handling) and insurance for delivery of the equipment/materials upto their final destinations.
iii. Lump-sum charges towards supervision of unloading, storage, erection, testing & commissioning.

iv. Price break-up for spares in line with Clause 18.0 of this Section.

v. Sales Tax and any other levies legally payable on the transactions between the Owner and the Bidder.

vi. Any other charges as per the requirement of Special Conditions of Contract/Technical Specifications.

13.0 ALTERNATE PROPOSALS

13.1 Based on their experience, capabilities, patented research, and development work etc. the Bidder may, in addition to a base proposal, offer alternate proposal(s) for reasons of economy or better performance. But in all such cases, the base proposal shall be strictly in the line with the requirements as stipulated in Bidding Documents and only such base proposal shall be considered for the purpose of evaluation of the proposals. Should the bid by the successful Bidder contain such alternate proposal then the Owner, at his discretion, may accept the same at the time of award of Contract.

14.0 PRICE BASIS AND PAYMENTS

14.1 The Bidders shall quote in their proposals lump sum price for the entire scope of works covered under the Technical Specifications as required in the Bid Proposal Sheets on a base price plus escalation basis unless otherwise specified in the Special Conditions of Contract. Bidders quoting a system of pricing other than that specified run the risk of rejection.

14.2 Bidders shall indicate bid prices in Indian Rupees only.

15.0 TAXES AND DUTIES

15.1 All customs duties, excise duties, sales taxes and other levies payable by the Bidders in respect of the transaction between the Bidders and their vendors/sub-suppliers while procuring any components, subassemblies, raw materials and equipment shall be included in the bid price and no claim on this behalf will be entertained by the Owner.

However, octroi/entry tax as applicable for destination site/state on all items of supply including bought-out finished items (as identified in the Contract), which shall be despatched directly from the sub-vendors’ works to Owner’s site (sale-in-transit) shall not be included in the bid price. The applicable octroi/entry tax in respect of the said items of supply would be reimbursed to the Contractor separately by the Owner subject to furnishing of documentary proof.
15.2 Sales tax, excise duties, local taxes and other levies in respect of the transactions between the Owner and the Contractor under the Contract, if any, shall not be included in the bid price but they should be indicated separately wherever applicable in the Bid Proposal Sheets.

15.2.1 Whenever ex-works price is quoted exclusive of Excise duty applicable on the transaction between the Owner and the Contractor, then the due credit under the MODVAT (Modified Value Added Tax) scheme as per the relevant Government policies wherever applicable, shall be taken into account by the Bidder while quoting bid price.

15.3 In respect of transactions solely between the Owner and the Contractor (for despatches made from the Contractor’s works under the Supply Contract), sales tax, excise duties, local taxes and other levies shall be paid/reimbursed by the Owner at the applicable rate at the time of despatch, scheduled or actual, whichever is lower. However, in case of advancement of supplies solely at the request of the Owner, taxes and duties prevailing at the time of despatch, shall be payable by the Owner.

15.4 Concessional Sales Tax declaration forms, as admissible, would be issued to the Contractor, on request, for all items (as identified in the price schedule of the bid) to be supplied directly by the Contractor as well as for the items to be supplied by the sub-suppliers as sale-in-transit.

15.5 For payment/reimbursement of sales tax, in respect of despatches made directly from Contractor’s works, invoices raised by the Contractor shall be accepted as documentary evidence. Similarly, pre-numbered invoices duly signed by authorized signatory will be considered as evidence for payment of excise duty.

15.6 As regards the Income Tax, surcharge on Income Tax and other Corporate Taxes the Bidder shall be responsible for such payment to the concerned authorities.

16.0 PRICE ADJUSTMENT

16.1 Unless otherwise specified in the accompanying Special Conditions of Contract, the Bidder shall, in his proposal, quote a base price which will be subject to price adjustment on account of variations in the cost elements during the period of the Contract. The intent of the price adjustment provisions in the Bidding Documents is to provide reasonable protection to the parties to the Contract, but within the prescribed limits, against fluctuations of the cost of material, labour etc. during execution of the Contract and resulting in variation in the Contract price.

16.2 The component of the Bid price which are subject to price adjustment provisions and the formulae for such price adjustment are described in Clause 33.0, Section GCC.
16.3 The indices for Price Adjustment shall be clearly named in the Bidder’s proposal in which the Ex-factory price of the equipment/material has been expressed in the bid. The indices shall be well established and nationally recognised. Preferably only government indices shall be used. For the Indian field labour, the index applicable shall be the All India Consumer Price Index for industrial workers as published by the Labour Bureau of the Government of India. The Bidder shall enclose with his proposal authenticated copies of the relevant published indices which reflect the price as of thirty (30) day prior to the date set for opening of bids.

16.4 However, the successful Bidder may be permitted to suggest modification in the values of co-efficients or group of co-efficients indicated in the bid in line with the requirements indicated in the above formulae provided such successful Bidder is able to satisfy the Owner with proper justification for such modifications.

16.5 Bids specifying price adjustment provisions other than those specified in these specifications and documents run the risk of rejection. However, a bid submitted with fixed price quotation will not be rejected but the price quoted will be treated as base price for the purpose of evaluation and no price variation will be allowed during the currency of the Contract.

16.6 The price adjustment provisions will not be taken into consideration for evaluation.

17.0 **TIME SCHEDULE**

17.1 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified works.

17.2 The Owner’s requirement of completion schedule for the works are mentioned in the accompanying Special Conditions of Contract.

17.3 The completion schedule as stated in the Special Conditions of Contract shall be one of the major factors in consideration of the bids.

17.4 The Owner reserves the right to request for a change in the work schedule during pre-award discussions with successful Bidder.

17.5 The successful Bidder will be required to prepare detailed PERT Network and finalise the same with the Owner as per the requirement of Clause 12.0, Section GCC.

18.0 **SPARE PARTS**

18.1 In case where it is mandatory for the Bidders to quote for certain identified spare parts the same are included in the accompanying Technical Specifications. In such cases the item-
wise price break-down of such spares on Ex-work basis shall be indicated in the bid. Further in case the Bidder opts to quote for the main equipment’s on FOR Site basis as per Clause 11.0, Section INB, Volume-I, the Bidder shall further indicate item-wise price break-up on FOR Site basis. In respect of Custom Duties and Taxes, the provision of Clause 15.0 above shall be applicable. The above prices shall not be included in the lump-sum price but indicated separately in the schedules and shall not be subject to escalation. The prices quoted for these spares will be taken into account for evaluation. The Owner, however, reserves the right to vary the quantity of any of the spare and/or to delete any items of spares altogether or add new items of spares during award/detailed engineering stage limited to a period of six (6) months from the date of Contract unless such period is specified otherwise in Special Conditions of Contract at the unit rates agreed to in the Contract or to be agreed mutually in case unit rates are not identified in the Bid/Contract.

18.2 In addition, the Bidder shall provide in the form a schedule given in Bid Proposal Sheets, the complete list of recommended spare parts for three (3) years operation of the equipment covered under the proposal. In the list of recommended spare parts, the Bidder shall identify the unit-wise population of each of the items recommended and anticipated normal life of the spare. Such list will also indicate the prices on FOR destination Site basis for each item. No other basis of prices will be quoted. The prices of these spare parts shall be on firm price basis and shall remain valid till 120 days after the date on which the validity of this main bid expires. The prices of the spare parts thus quoted shall not be taken into consideration for purpose of evaluation. Other relevant terms and conditions of these documents shall also be applicable to such spare parts.

18.3 Spare parts list will be used by the Owner to decide about the spares to be produced against his spares requirements for equipment quoted. The quantities of the spares to be procured shall be decided by the Owner and the Bidder shall furnish all those spares ordered.

18.4 In case where no mandatory spares are indicated, the Bidder shall comply with the requirements indicted in Clause 18.2 and 18.3 above.

19.0 CONTRACT QUALITY ASSURANCE

19.1 The Bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.

19.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed Programme shall form a part of the Contract.

20.0 INSURANCE
The Bidder’s insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled “Insurance” in General Terms and Conditions of Contract and in Conditions for Supervision of Erection of this Volume-I. Bidder’s attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.

21.0 MAINTENANCE TOOLS AND TACKLES

The proposal shall include all special tools and tackles required for the operation and maintenance of the equipment in each equipment package. The Bidder shall indicate all the above items in the proposal sheets in the form of a schedule given therein and the description and the quantity of each item. The lump sum price to be quoted by the Bidder shall include prices of these tools and tackles. These tools and tackles shall be delivered at site along with the last consignment of equipment and in no case earlier than this unless otherwise specified in the Special Conditions of Contract and/or Technical Specifications, Volume-II.

22.0 ADDITIONAL INFORMATION

The Bidder, along with his proposal, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.

Further, in case of Supply and Supervision of Erection of Contracts, the Bidder shall submit, for the information of the Owner, man-day rates for different categories of supervisory personnel of the Contractor to be engaged at site for the purpose of the Contract.

23.0 BRAND NAMES

23.1 The specific reference in these specifications and documents to any material/equipment by brand name, make or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material/equipment to enable the Owner to determine its acceptability. The Owner shall be the sole judge on the acceptability or otherwise of such alternate material/equipment.

23.2 The Bidder shall note that standards for workmanship, material and equipment, and reference to brand name or catalogue numbers designated by the Owner in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand name and/or catalogue numbers in its bid, provided that it demonstrates to the Owner’s satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical Specifications.
24.0 BID GUARANTEE

24.1 The Bidder shall furnish, as part of its bid, bid guarantee for an amount as specified in the accompanying Special Conditions of Contract. The bid guarantee shall be valid for a period of seven (7) calendar months from the date of opening of bids.

24.2 The bid security is required to protect the Owner against the risk of Bidder’s conduct which would warrant the guarantee forfeiture, pursuant to para 24.7. The bid guarantee shall be made payable to the Owner without any condition whatsoever.

24.3 The bid guarantee shall be denominated in Indian Rupees only and shall be in one of the following forms:

a. Crossed Bank draft in favour of Power Grid Corporation of India Ltd., New Delhi, payable at New Delhi, from a reputed Commercial Bank/Financial Institution i.e. IFCI, ICICI, IDBI

b. A cheque certified by the Banker as good for payment drawn in favour of Power Grid Corporation of India Ltd., New Delhi payable at New Delhi on a reputed Commercial Bank/Financial Institution i.e. IFCI, ICICI, IDBI

c. An irrevocable Bank Guarantee issued by a reputed Commercial Bank/Financial Institution i.e. IFCI, ICICI, IDBI in favour of Power Grid Corporation of India Ltd., New Delhi. Proforma for the Bank Guarantee is enclosed as Annexure-I to this Volume-I

24.4 Any bid not secured in accordance with paras 24.1 and 24.3 above will be rejected by the Owner as non-responsive.

24.5 Unsuccessful Bidder’s bid guarantee will be discharged/returned as promptly as possible but not later than 60 days after the expiration of the period of bid validity prescribed by the Owner.

24.6 The successful Bidder’s bid guarantee will be discharged upon the Bidders executing the Contract, and furnishing the Performance Guarantee, pursuant to Clause 43.0, Section-INB.

24.7 The bid guarantee may be forfeited:

a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

b. In case of a successful Bidder, if the Bidder fails:

i. to sign the Contract; or
24.8 The bid guarantee shall be submitted along-with the bid in a separate sealed envelope in one original and two copies. Any bid not accompanied by the required bid security in accordance with provisions of these clauses will be rejected by the Owner and shall not be opened.

24.9 No interest shall be payable by the Owner on the above bid security.

25.0 **PERIOD OF VALIDITY OF BIDS**

25.1 Bids shall remain valid for 6 calendar months after the date of bid opening prescribed by the Owner unless otherwise specified in the accompanying Special Conditions of Contract. A bid valid for a shorter period will be rejected by the Owner as non-responsive.

25.2 In exceptional circumstances the Owner may solicit the Bidder’s consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including cable or telex). The bid security provided under Clause 24.0 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

**D. SUBMISSION OF BIDS**

26.0 **FORMAT OF BID**

26.1 The Bidder shall prepare and submit one original and two copies of the bid, clearly marking each “Original Bid” and “Copy of Bid”, as appropriate. In the event of any discrepancy between them, the original shall govern.

26.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

26.3 The Bidders must submit the qualifying data in one original and two copies, as required in this Instructions to Bidders in separate envelope sealed and enclosed in the envelope submitting proposals; super-scribed as under:

**QUALIFYING DATA FOR THE SUPPLY/SUPPLY-CUM-SUPERVISION OF ERECTION OF**
26.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

27.0 SIGNATURE OF BIDS

27.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

27.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).

27.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.

27.4 A bid by a person who affixes to his signature the word ‘President’ ‘Managing Director’ ‘Secretary’, ‘Agent’ or other designation without disclosing his principal will be rejected.

27.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

27.6 The Bidder’s name stated on the proposal shall be the exact legal name of the firm.

27.7 Bids not conforming to the above requirements of signing may be disqualified.

28.0 SEALING AND MARKING OF BIDS

28.1 The Bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as “Original” and “Copy”.

28.2 The inner and outer envelopes shall:

   a. be addressed to the Owner at the following address:
      
      Power Grid Corporation of India Ltd.,
      B-9, Qutab Institutional Area,
      Katwaria Sarai,
      New Delhi-110 016.

   b. bear the name of package, the specification number, and the words “DO NOT OPEN BEFORE ……..”.

(Name of the Package)

(Specification number)
28.3 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” or “rejected”.

28.4 If the outer envelope is not sealed and marked as required in para 28.2, the Owner will assume no responsibility for the bid’s misplacement or premature opening.

28.5 The Bid Guarantee must be submitted in a separate sealed envelope.

29.0 **DEADLINE FOR SUBMISSION OF BIDS**

29.1 The Bidders have the option of sending the bid by registered post or submitting the bid in person. Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposal from airlines, cargo agents etc. shall be entertained by the Owner.

29.2 Bids must be received by the Owner at the address specified under para 28.2, not later than the time & date mentioned in the Invitation to Bid.

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

30.0 **LATE BIDS**

30.1 Any bid received by the Owner after the time & date fixed or extended for submission of bids prescribed by the Owner, will be rejected and/or returned unopened to the Bidder.

31.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

31.1 The Bidder may modify or withdraw its bid after the bid’s submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids.

31.2 The Bidder’s modifications or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 28.0.

31.3 No bid may be modified subsequent to the deadline for submission of bids.

31.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder’s forfeiture of its bid security.

32.0 **INFORMATION REQUIRED WITH THE PROPOSAL**

32.1 The bids must clearly indicate the name of the manufacturer, the type of model of each principal item of equipment proposed to be furnished. The bid should also contain drawing and descriptive materials indicating general dimension, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved,
major construction equipment proposed to be deployed, method of erection and the proposed organisational structure, if required, for supervision of erection.

32.2 The above information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues, etc. in three copies.

32.3 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawing submitted by the Bidder will be retained by the Owner. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution the Contract without specific written permission of the Owner.

32.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

32.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.

32.6 The Bidder, along-with his proposal, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and material supplied under the Contract.

32.7 In case the ‘Proposal’ information contradicts Specification requirements, the Specification requirement will govern, unless otherwise brought out clearly in the technical/commercial deviation schedules.

E. BID OPENING AND EVALUATION

33.0 OPENING OF BIDS BY THE OWNER

33.1 The Owner will open bids in the presence of Bidders’ representatives (upto 2 persons) who choose to attend at the date and time for opening of bids in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders who have purchased the bidding documents. The Bidders’ representatives who are present shall sign a register evidencing their attendance.

33.2 The Bidders’ names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as the Owner, at its discretion, may consider appropriate will be announced at the opening.

33.3 No electronic recording devices will be permitted during bid opening.

34.0 CLARIFICATION OF BIDS
34.1 To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

35.0 PRELIMINARY EXAMINATION

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

35.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Guarantee forfeited.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices, furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

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

35.4 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

36.0 DEFINITIONS AND MEANING

For purpose of the evaluation and comparison of bids, the following meaning and definition will apply:-
a. ‘Bid Price’ shall mean the base price quoted by each Bidder in his proposal for the complete scope of works.

b. ‘Differential Price’ shall mean the summation of the equalising elements of price for parameter differential or deficiencies in the equipment and services determined from the Bidder’s proposal.

c. ‘Cost Compensation for Deviations’ shall mean the Rupee value of deviations from the bidding documents as determined from the Bidder’s proposal.


36.1.1 The Differential Price to be added to the Bid Price of each bid during evaluation and comparison shall be derived as under:

\[
\text{Differential price (DP) = } n_1F_1 + n_2F_2 + \ldots + n_nF_n
\]

where \( F_1, F_2, \ldots, F_n \) are the various factors in Indian Rupees per unit of parameter differential or deficiency in the equipment and services offered as stipulated in these specifications. \( n_1, n_2, \ldots, n_n \) are the respective parameter differential or deficiency in the corresponding unit to be determined from the Bidder’s proposal. The above factors and corresponding units of parameter differential are brought out in the Technical Specifications and/or Special Conditions of Contract.

36.1.2 Deviations from the Bidding Documents in so far as practicable, will be converted to a Rupee value \( D \) and added to the bid price to compensate for the deviations from the Bidding Documents while evaluating the bids. In determining the Rupee value of the deviations the Owner will use parameters consistent with those specified in the specifications and documents and/or other information as necessary and available to the Owner.

37.0 COMPARISON OF BIDS

37.1 The bids shall be compared on the following basis.

a) Supply Contracts

The bids shall be compared on the basis of FOR destination (site) price.

b) Supply and Supervision of Erection Contracts

The bid shall be compared on the basis of lumpsum prices i.e. price for supply portion as per above paragraph at 37.1 (a) and, when it is required, supervision of erection charges quoted by the Bidder for the entire scope of the proposal as defined in the Bid Documents.
37.2 For comparison purposes all the evaluated bid prices shall be in Indian Rupees as under:

\[ W = M + DP + D \]

Where

- \( W \) = Total Comparison Price
- \( M \) = Bid price in Indian Rupees (Ex-works value of equipment + components of supervision of erection cost + mandatory spares and other components, if any.).
- \( DP \) = Differential price in Indian Rupees calculated according to para 36.1.1 above.
- \( D \) = Cost compensation for deviations calculated according to para 36.1.2 above.

37.3 Evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

38.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representatives on matters related to the bids under consideration. The Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids have been opened.

F. AWARD OF CONTRACT

39.0 AWARD CRITERIA

39.1 The Owner will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Owner shall be the sole judge in this regard.

39.2 In case of Supply Contract, the award shall be on the basis of FOR destination (site) basis.
Further, the Owner reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical Specifications.

40.0 OWNER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

40.1 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.

41.0 NOTIFICATION OF AWARD

41.1 Prior to the expiration of period of bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or by cable or telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

41.2 The notification of award will constitute the formation of the Contract.

41.3 Upon the successful Bidder’s furnishing of performance guarantee pursuant to Clause 43.0, the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 24.0.

42.0 SIGNING OF CONTRACT

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

42.2 Within 15 days of receipt of the detailed Letter of Award, the successful Bidder shall sign and date the same and return it to the Owner.

42.3 The Bidder will prepare the Contract Agreement as per the Proforma enclosed at Annexure–VII to this Volume-I and the same will be signed within 60 (sixty) days of Notification of Award

43.0 CONTRACT PERFORMANCE GUARANTEE

43.1 As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from (a) a Public Sector Bank or (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crores or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or (c) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A– (A minus) or equivalent by reputed rating agency, in the form attached
as Annexure-II to this Volume-I in favour of the Owner. The guarantee amount shall be equal to ten percent (10%) of the Contract Price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid up to 90 days after the end of Warranty Period.

43.2 The Performance Guarantee shall cover additionally the following guarantees to the Owner:

a. The successful Bidder guarantees the successful and satisfactory operation of the equipment furnished under the Contract, as per the specifications and documents;

b. The successful Bidder further guarantees that the equipment provided by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and Conditions in this Volume-I/Special Conditions of Contract.

43.3 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages under clause entitled “Equipment Performance Guarantee” in Technical Specifications, Volume-II and damages stipulated in other Clauses in the Bid documents.

43.4 The Performance Guarantee will be returned to the Contractor without any interest at the end of guarantee period, unless otherwise specified in the Special Conditions of Contract.

END OF SECTION - INB