

SECTION- INB: INSTRUCTIONS TO BIDDERS

(COMMERCIAL TERMS AND CONDITIONS)

1.00.00 ELIGIBILITY & QUALIFICATION REQUIREMENT FOR BIDDERS

PART-A: Technical Capability - Refer Section INV

PART-B: Financial Capability- Refer Section INV

- a) Bidder should not have history of litigation with ESCOMs / KPTCL or any Government utility in Karnataka.
- b) Bidder should not be Blacklisted by any department of Government of Karnataka. A self declaration shall be submitted in this regard.
- c) Works on hand and his other current commitments also shall be kept in view while assigning the works.

1.10.00 COST OF BIDDING

1.10.10 The Bidder shall bear all costs associated with the preparation & submission of the bid and the KSPDCL, will in no case be responsible or liable for those costs, regardless of the conduct or out-come of the Bidding process.

1.20.00 BIDDING DOCUMENTS

1.20.10 The goods required, works to be executed, Bidding procedures & contract terms are prescribed in the Bidding documents.

1.20.20 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all information required in 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 & may result in the rejection of the Bid.

1.30.00 CLARIFICATION ON BIDDING DOCUMENTS:

1.30.10 A Bidder requiring any clarification on the Bidding documents may address to The Chief Executive Officer, KSPDCL, in writing or mail to the address indicated in the Bidding documents. The Chief Executive Officer, KSPDCL, will respond in writing to any request for clarification of the Bidding documents which he receives not later than 7 days prior to the deadline for the submission of Bids.

Written copies of the response (including an explanation of the query but without identifying the source of enquiry) will be sent to all Bidders who have obtained Bidding documents.

1.30.20 The bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters which may, in any way, affect supplies and services to be provided and/ or the cost thereof.

If the 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 for an interpretation/clarification.

1.30.30 Verbal clarifications and information given by the KSPDCL or its employees or its representatives shall not in any way be binding on the KSPDCL.

1.40.00 AMENDMENTS OF BIDDING DOCUMENT

1.40.10 At any time prior to the deadline for submission of Bids, the Chief Executive Officer may, for any reason whether at his initiative or in response to a clarification requested by a Bidder, modify the Bidding documents by amendment.

1.40.20 The amendment will be notified on the e-procurement website itself. Such amendment will be binding on the bidders who have obtained Bidding documents.

1.40.30 In order to afford Bidders reasonable time to take the amendment into account in preparing their Bids, the Chief Executive Officer may at his discretion extend the deadline for submission of the Bids.

1.50.00 LANGUAGE OF BID

1.50.10 The Bid prepared by the Bidder & all the correspondence & documents relating to the Bid shall be written in English language.

1.60.00 EARNEST MONEY DEPOSIT

1.60.10 Tender should be accompanied by an EMD in e-Payment mode only (Credit Card, Direct Debit, NEFT (National Electronic Fund Transfer) or OTC (Over the Counter) and Bank Guarantee (wherever applicable) along with Technical & commercial bid and Price bid, from any scheduled / nationalized bank drawn in favor of Chief Executive Officer, KSPDCL, and payable at Bangalore.

1.60.20 Tenders without EMD will be rejected unopened and returned to the

Bidder's representative if available at the time of opening of the Bids. No correspondence will be entertained in this regard. EMD is payable irrespective of any other permanent or other EMD already paid by the Bidder for any other purpose. Postal Orders or Cheques will not be accepted. Any request for adjustment of amount due from the KSPDCL towards the EMD will not be entertained.

1.60.30 The Earnest Money so deposited will be liable for forfeiture:-

- a) If the Bid which it covers, is withdrawn before the Bidder received formal intimation as to the KSPDCL's decision in regard to his tender within validity of the Bid, OR

If the successful Bidder fails to deposit the security deposit and fails to execute the Contract Agreement within 7 days of formal intimation by the KSPDCL.

1.60.40 a)The EMD of unsuccessful bidders shall be refunded once the tender is Finalized and LOA is placed on successful bidder.

b)The EMD of successful Bidder shall be refunded after the successful Bidder executes the contract agreement/CPG.

c) The EMD will be refunded if the enquiry is dropped.

1.60.50 No interest or any other cost will be payable by KSPDCL on the EMD.

1.70.00 DOCUMENTS COMPRISING THE BID

a) Bid form duly signed by the authorized signatory of the bidder, bid proposal sheets duly filled in and signed and complete in all respects

b) Copies, signed by the bidder, of all amendment errata, addenda etc., issued by the KSPDCL.

i) Discounts, if any shall be stated in a separate letter prominently.

ii) Conditional discounts are not acceptable.

1.70.10 The Bid prepared by the Bidder shall comprise the following components:

A. The confirmation of EMD and BG if applicable shall be separately placed in an envelope and superscribed with "EMD towards line shifting works" of KSPDCL Enquiry No. KSPDCL/F-33/2016-17/TTK-22 dated 23-06-2017.

The scanned copy of the payment towards EMD shall be uploaded as a separate attachment. This cover shall be submitted before the time/date of opening of techno commercial Tender.

B. Qualifying Requirement Details.

Documentary evidence to establish that the bidder meets the qualifying requirements in accordance with clause 1.00.00 above. The following details may be furnished.

Details of works executed specified in the enquiry along with completion certificates & performance certificates issued by the clients.

Balance sheets with profit and loss account of the bidder/ firm duly audited by Chartered Accountant for the previous three financial years.

Other documentary evidence in support of qualifying requirements.

Non-Submission of these documents will lead to rejection of the bid.

C. Technical & commercial Bid:

Bid form and the technical particulars of the Bid & Technical Data Requirement sheets as per technical specifications Part-II

The acceptance declarations in respect of general conditions of contract, payment terms, etc as specified in the bid.

D. Price Bid

Price schedule completed and signed in accordance with clause 2.00.00 & 3.00.00 of this section.

1.80.00 INFORMATION REQUIRED WITH THE PROPOSAL

1.80.10 Oral statements made by the bidder at any time regarding quality or arrangements of the equipment or any other matter shall not be considered.

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

As regards the provision of the bidding documents other than those listed in the bid document, in case the 'Proposed information contradicts the Specification requirements', specifications requirements shall govern, unless otherwise brought out clearly in the technical/ Commercial deviation schedule, in the bid.

1.80.30 No deviation whatsoever, in the following conditions of the bidding documents is permitted.

1. Validity of offer
2. EMD
3. Contract Performance security
4. Payment terms
5. Guarantee
6. Liquidated damages, Penalty for delay
7. Completion / commissioning period

Bidders are advised that while making bid proposals and quoting prices, these conditions may appropriately be taken into consideration. Bids with deviations on the above will be disqualified.

1.90.00 BID FORM

1.90.10 The Bidder shall complete the Bid Form. The Price Schedule furnished in the Bidding Documents, all the schedules as applicable shall be properly filled in, duly indicating the Unit Rates & Total Amount for the goods & services (works) offered by the Bidder.

2.00.00 BID PRICE:

2.10.10 The Bidder shall indicate in the Price Schedule (Schedules as applicable) the Unit Rates for each item of work, which includes both dismantle, shift, re-arrange, supply & erection and commissioning and the total Bid price offered under the contract.

2.10.20 The Prices indicated in the Price Schedule shall remain FIRM throughout the period of Contract and till the tendered work is completed in all respects. Price Variation is not permissible under any circumstances.

2.10.30 During the execution of the contract, KSPDCL reserves the right to increase or decrease the quantities of items under the contract but without any change in unit prices or other terms & conditions.

The KSPDCL also reserves the right to order excess quantity not exceeding 25 % of value of the contract within one year after completion of the contract.

2.10.40 Any variation in the rates etc. will not be allowed on any ground, such as mistake, misunderstanding etc. after the bid has been submitted.

2.10.50 The Bidder shall quote only in Indian Rupee.

3.00.00 TAXES AND DUTIES

The Bidders have to quote their unit price for each item of work indicated

in price schedule, which includes dismantle, shift, re-arrange, supply & erection. These prices shall also be inclusive of all applicable taxes, duties and other levies such as octroi, cess etc.

No payment separately towards taxes & duties other than the quoted price for each item of work shall be payable by the KSPDCL.

Income tax and other statutory deductions of the state & Central Govt., as applicable from time to time shall be deducted from the contractor's bills & directly remitted to concerned Department by the KSPDCL. The Entry tax portion has to be borne by the Contactor and the same will not be reimbursed by KSPDCL.

However it may be noted that all taxes, duties, levies, Inspectorate charges, testing charges, road cutting charges, supervision charges and other charges are to be included in the unit / total contract price and KSPDCL is not liable to pay any taxes, duties, levies over and above the unit contract value. Also the contractor has to include all types of freight and insurance charges in the unit/total contract value and KSPDCL is not liable to pay any charges towards insurance or freight.

4.00.00 FORMAT & SIGNING OF BIDS :

A copy of power of Attorney from the Bidder authorizing the person to sign shall accompany the Bid.

4.10.00 The bid must contain the name, designation and places of business of the person or persons making the bid and must be signed and sealed by the bidder with the usual signature. The name(s) of person(s) signing should also be typed or printed below the signature(s).

4.20.00 SUBMISSION OF BIDS:

Tenders shall be in two parts, namely

Part-I – Techno Commercial Bid

Part-II – Price Bid

4.30.00 PERIOD OF VALIDITY OF BIDS

4.30.10 Bids shall be kept valid for acceptance for a period of **90 days** from the date of submission of bids, excluding the date of bid submission.

A bid valid for a shorter period shall be rejected by the KSPDCL as non-responsive.

4.30.20 In exceptional circumstances the KSPDCL may solicit the bidder's consent to an extension of the period of the validity. The request and the response

there to shall be made in writing (including cable or Fax or Telex or Email). A bidder may refuse the request, but while granting the request for extension of validity the bidder will not be permitted to modify his bid.

5.00.00 OPENING OF THE BIDS & PRELIMINARY EXAMINATION :

The Chief Executive Officer, KSPDCL will open the bids in presence of bidder's representative (up to 2 persons) who chooses to attend on the specified date & time for opening of the bids.

The bidder's representatives who are present shall sign in a bid opening register.

5.10.00 The Chief Executive Officer, KSPDCL will examine the Bids to determine whether they are complete whether the Bidder satisfies the eligibility criteria; whether required sureties have been furnished; whether the documents have been properly signed and whether the Bids are generally in order.

5.20.00 At the time of opening of technical bid, the details of the bidding firm's technical deviation, completion period and such other details relevant to the tender will be announced.

6.00.00 EVALUATION OF THE TENDERS:

6.10.10 The techno – commercial evaluation:

6.10.20 For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

6.10.30 The Techno-commercial bids will be evaluated generally on the following points but not restricted to the same.

a) Payment of the EMD,

b) Qualifying Requirements,

c) Completeness of the offer to carryout all the works as per requirement,

d) Technical requirements as per specifications, & confirming to all terms and conditions, without any deviations.

e) Completion period,

f) Acceptance for payment terms & confirming to all terms and other commercial conditions etc, as specified in the terms and conditions of the bid.

6.10.40 However, The Chief Executive Officer, KSPDCL may waive any minor informality or non-conformity or irregularity in a Bid, which does not

constitute to a material deviation, provided such waiver does not prejudice or affect the techno- commercial terms & conditions.

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

6.20.00 OPENING OF THE PRICE BIDS & PRELIMINARY PRICE EVALUATION

6.20.10 The price bids of all the "Techno-Commercial" responsive Bids shall be opened in the presence of representatives (upto 2 persons per firm) of such bidders who choose to be present.

The date and time of opening the price bid will be intimated to all such qualified bidders at least one day in advance.

6.20.20 The bidders name, lump sum bid price, the discounts if any, modifications in the price bid, and any such other details at his discretion, may consider appropriate, will be announced in the price bid opening.

6.20.30 The Rates in the Schedule of Prices (All the Schedules) shall be entered in the provided price bid format and Grand Total should be quoted in the portal price schedule. Should there be any discrepancy in the Rates quoted either in Words or in Figures in both the original & duplicate copies for the rate of any items, the Amount in words shall prevail for both comparison purposes and for award of Contract.

6.20.40 If there is any discrepancy between the unit rates mentioned in schedule & total amount calculated for each item of works entered in the price bid under Schedules only unit rates as per schedule shall be considered for purpose of evaluation of Bids and award of work.

6.20.50 Conditional tenders and tenders with alterations in the schedule of quantities or description of items are liable to be rejected at the discretion of the accepting authority.

6.20.60 EVALUATION OF BID

The Chief Executive Officer, KSPDCL will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids.

Based on the rates quoted for each item in Schedules the cost per each item of works will be determined.

6.20.70 The comparison shall be on the basis of total computed prices of all goods and services offered, which shall include all the costs as well as duties, levies and taxes and also any discounts offered by the bidder.

6.20.80 DEVIATION IN COMPLETION PERIOD

No deviation is allowed in the commissioning / completion period which shall be 30 days from the date of letter of award including the Monsoon period. However no advantage shall be available for the early completion / commissioning. The right to levy liquidated damages for delayed completion / commissioning of work is reserved by KSPDCL.

6.30.00 DEVIATION IN TERMS OF PAYMENT

No deviation in the clauses of the terms of the payment shall be accepted. Bids offered with different terms of payment are liable for rejection.

6.30.10 The bidders have to visit the site for estimating all the items of works required for completion of the work, including those that are not specifically mentioned in the tender schedule.

6.30.20 The items of work mentioned in the Schedule of Prices are only indicative and will be considered for evaluation purpose. In case any item of work is not quoted by the bidder and the same is essentially required to be done for satisfactory performance of the Work, then the same shall be done by the Bidder at no extra cost to the KSPDCL.

6.20.30 However, where the Bidder specifically indicates that certain item of works not considered in his Bid but found as essential by KSPDCL for satisfactory performance of the intended works, then The Chief Executive Officer, KSPDCL may add the cost of such left out - items of works as per the highest offer among Participants in that particular lot for purposes of evaluation and determination of lowest offer.

7.00.00 NOTIFICATION OF THE AWARD

7.10.00 Prior to the expiration of the period of bid validity, KSPDCL will notify the successful bidder in writing by registered letter or by email to be confirmed in writing that his bid has been accepted.

7.20.00 Notwithstanding any of the clauses, the Chief Executive Officer, KSPDCL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all the 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 / Bidders of the grounds for The Chief Executive Officer, KSPDCL action.

7.20.10 The final acceptance of the Bids will rest with The Chief Executive Officer ,

KSPDCL, who does not bind himself to accept the lowest or any Bid or assigning any reason whatsoever.

7.20.20 The authority competent to accept the tender reserves the right to reject any or all tenders or award contract only in part without assigning any reasons whatsoever. Tenders not complying with any of the above requirements are liable for rejection at the discretion of KSPDCL.

7.20.30 The Bidders shall be presumed to have carefully examined the drawings, conditions and specifications of work & to have fully acquainted themselves with all details at site, locations, materials, geological formations, weather characteristics, labour conditions etc., pertaining to the work.

7.20.40 The Bidder shall abide by the rules in force regarding Workman's Compensation act.

8.00.00 PERFORMANCE GUARANTEE & CONTRACT AGREEMENT

8.10.00 The successful Bidder shall within 7 days from the date of receipt of Letter of Award shall submit a **PERFORMANCE GUARANTEE** of **Ten percent** of the awarded cost of the work in the form of Demand Draft or Bank Guarantee of a Scheduled Bank endorsed in favor of the Chief Executive Officer, KSPDCL for the due performance & fulfillment of the contract (The bank guarantee shall be valid till expiry of 90 days after the end of warranty period which is one year from the date of commissioning.) and execute the Contract Agreement, failing which the EMD shall stand forfeited to the KSPDCL.

8.20.00 After the submission of the PERFORMANCE GUARANTEE and execution of Contract Agreement, the EMD already collected will be refunded.

9.00.00 APPROVAL FROM SEVERAL AUTHORITIES UNDER STATUTORY:

Approval for the forest clearance, Railway crossings, Electrical Inspectorate, Telecom, etc., shall be obtained and the necessary charges for the above are to be paid by the Contractor and the same will be reimbursed to the contractor on actual basis by the Chief Executive Officer, KSPDCL upon furnishing necessary documentary evidences.

10.00.0 RATES FOR EXTRA ITEMS

Rates for any item / items of work not included in the estimates the same

will be paid as per prevailing Schedule of Rates of BESCO or the quoted rates whichever is lower to the contractor for such items the contractor has to obtain approval from Chief Executive Officer, KSPDCL, to use these materials for completion of work.

**Sd/-
Chief Executive Officer
KSPDCL**