



TENDER DOCUMENTS FOR

“Supply, Installation,
Commissioning, Training &
Acceptance of Battery
Emulators”

TENDER NO. 439/GARC/EV/2022- 23/Battery Emulator/23

Supply, Installation, Commissioning, Training & Acceptance of Battery Emulator

GARC- Chennai

Global Automotive Research Centre, Plot E1,

SIPCOT Industrial Growth Centre,
Oragadam, Mathur Post, Sriperumputhur Taluk, Kanchipuram – 602 105, Tamil Nadu

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DISCLAIMER

1. This Tender Document (“Tender Document”) is being issued by Global Automotive Research Centre (“GARC”) for the selection of a successful bidder for designing, manufacturing, assembling and functional testing prior to shipment, delivery, installation, integration of systems and system checking, testing and commissioning of the Equipment, and supply of special tools, requisite software, supply of spares and training to the personnel, operators and mechanics of GARC and necessary after sales service and maintenance support, etc (hereinafter collectively referred to as the “**Works**”).
2. The information contained in this Tender Document is being provided for the limited purposes of enabling the interested parties (“**Bidders**”) to submit a binding proposal (“**Bid**”) for performing, executing and implementing the Works and for no other purpose. In no circumstances shall GARC, or its advisers, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender Document, or the selection procedure.
3. The possession of the Tender Document or use in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves and shall observe any applicable legal requirements.
4. The information does not purport to be comprehensive or to have been independently verified. Nothing in this Tender Document shall be construed as legal, financial or tax advice. GARC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation and submission of the Bids.
5. GARC reserves the right to amend this Tender Document and any information contained herein at any time by notice, in writing, to the Bidders.
6. Nothing in this Tender Document is, nor shall be relied upon as, a promise or representation as to GARC’s ultimate decision in relation to the selection process of the successful Bidder for the execution of the Contract (defined hereinafter). The Bidder(s) shall not, therefore, assume that they will have the opportunity to revise their Bids following submission except as provided in this Tender Document. However, GARC reserves the right to change the basis of or the procedures (including the timetable) relating to the bidding process, reject any, or all, of the Bids, not to invite a Bidder to proceed further, not furnish a Bidder with additional information nor otherwise to negotiate with a Bidder at any time. GARC does not undertake to accept the lowest or indeed any Bid.
7. No person other than the one authorized by GARC to give any information or to make any representation not contained in this Tender Document and, if given or made, any such information or representation shall not be relied upon as having been so authorized.
8. This Tender Document is confidential and personal to each Bidder. The Bidders shall note they are required to sign and submit as part of the Technical Bid, as provided in “Form b Letter of Undertaking” of this Tender Document, a Letter of Undertaking to GARC which, inter alia, prohibits disclosure of any information as therein defined to any person or body corporate except as permitted by such Letter of Undertaking. The Bidders shall promptly return this Tender Document to GARC upon request or as specified in this Tender Document and shall not retain any copies thereof nor use the same for any purpose whatsoever other than for submission of the Bid to GARC for the Works. Any failure to furnish or comply with the terms of the Letter of Undertaking shall entitle GARC to disqualify the relevant Bidder.

9. Any summaries or descriptions of documents or contractual arrangements contained in any part of this Tender Document are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.
10. GARC its advisers, consultants, contractors, servants, agents do not accept any responsibility for the legality, validity, effectiveness, adequacy or enforce ability of any documentation executed, or which may be executed, in relation to the Works. GARC shall enter into a contract with the successful Bidder for performance, execution and implementation of the Works (“**Contract**”). No legal or other obligation shall arise between the successful Bidder and GARC unless and until the Contract has been formally executed by GARC and the successful Bidder and any conditions precedent to the effectiveness of the Contract have been fulfilled. GARC reserves the right not to proceed with the bidding process and to cancel the selection procedure, or any part thereof, at any time.
11. Nothing in this Tender Document shall constitute the basis of the Contract which may be concluded in relation to performance, execution and implementation of the Works nor shall such documentation/information be used in construing the Contract. Each Bidder must rely on the terms and conditions contained in the Contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such Contract. Any reference to this Tender Document in the Contract with GARC or any correspondence between GARC and the Bidder shall not be construed as this Tender Document forming part of such contract.
12. The Bidder is prohibited from any form of collusion or arrangement by a Bidder (or its advisers or consultants) in an attempt to influence the selection and award process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of GARC or to any other person in a position to influence the decision of GARC or any other person associated with the bidding process, for showing any favour in relation to this Bid or any other contract, shall render the Bidder to such liability/penalty as GARC may deem proper, including but not limited to rejection of the Bid and forfeiture of the Earnest Money Deposit.
13. Laws of the Republic of India are applicable to this Tender Document. The courts at Chennai shall have exclusive jurisdiction in relation to any disputes arising from this Tender Document.
14. Each Bidder’s acceptance of delivery of this Tender Document constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this Tender Document, the recipient agrees that this Tender Document and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

INDEX

| | |
|--|-----------|
| TENDER DOCUMENT | 5 |
| 1. INTRODUCTION | 5 |
| 2. INSTRUCTIONS TO BIDDERS | 6 |
| 3. SCOPE OF WORK | 7 |
| 4. EARNEST MONEY DEPOSIT | 8 |
| 5. SUBMISSION OF BIDS | 8 |
| 6. DEVIATIONS | 10 |
| 7. AMENDMENT TO TENDER DOCUMENT | 10 |
| 8. VALIDITY OF BIDS | 11 |
| 9. CLARIFICATIONS TO BIDDER'S QUERIES | 11 |
| 10. BID EVALUATION PROCESS | 11 |
| 11. CONTRACT NEGOTIATIONS | 13 |
| 12. GARC'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDDERS | 13 |
| 13. NOTIFICATION OF AWARD | 14 |
| 14. SIGNING OF CONTRACT AND ISSUANCE OF PURCHASE ORDER | 14 |
| 15. NON-EXCLUSIVITY | 15 |
| 16. PROCESS TO BE CONFIDENTIAL | 15 |
| 17. PERFORMANCE BANK GUARANTEE | 15 |
| 18. TERMS OF PAYMENT | 15 |
| 19. GENERAL | 15 |
| 20. LIST OF ANNEXURES | 16 |
| 21. LIST OF FORMS | 16 |

TENDER DOCUMENT

1. INTRODUCTION

Global Automotive Research Centre (GARC) (a division of NATRIP Implementation Society Govt. of India), located at Oragadam near Chennai, Tamilnadu. GARC has been authorized as test agency under CMVR 126 by Ministry of Road Transport & Highways, Govt. of India. GARC has the full-fledged R&D and Homologation Test Facilities including the Test Tracks to certify all category of vehicles, systems and components as per national and international standards. Also GARC, has got the accreditation from NABL as per ISO/IEC 17025:2005 for General Requirements for the Competence of Testing and Calibration Laboratories for its Certification Lab (Mechanical & Electrical Discipline)., invites sealed tenders from the Bidders in the prescribed proforma for performing, executing and implementing the Works on the terms and conditions contained in this Tender Document and in the Contract. Brief description of Works and the timelines for tenders are summarized in the table below.

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| Description of Work | Supply, Installation, Commissioning, Training & Acceptance of Battery Emulator Equipment, supply of special tools, requisite software & hardware, supply of spares, after sale service, maintenance support, training to its key personnel, operators, mechanics at GARC-CHENNAI. |
| Eligibility criteria | The Bidder shall be a Company which by itself or through its technical partner's is designing, manufacturing and supplying the scope of the tender, with a minimum of 5 years of experience in the business pertaining to the equipment range mentioned in the tender. Average annual turnover for the last three years (ending 2022) : ₹ 7Crore (minimum). |
| Earnest Money Deposit | INR 20,68,000 (Rupees Twenty Lakh Sixty Eight Thousand Only) in form of DD/ Bank Guarantee/ Banker's Cheque in favour of "Global Automotive Research Centre", payable at Chennai valid for at least 6 (Six) months from any Indian nationalized / Scheduled Bank. (To be enclosed along with the technical bid). |
| Period of Sale of Tender Document | From 10.00 Hrs on Jan 24rd, 2023 to 17.00 Hrs on Feb 8th, 2023 |

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|---|---|
| Tender Purchase | The Tender Documents can be downloaded directly from GARC website on free of cost. |
| Last Date for Submission of Queries (If any) | Up to 17.00 Hrs on Feb 10th, 2023 |
| Clarification Meeting | 11.00 Hrs to 13:00 Hrs on Feb 15th, 2023 , at GARC Chennai, India |
| Submission of Bids | Up to 15.00 Hrs on Feb 24th, 2023 at GARC Chennai, India |
| Opening of Technical Bids | 15.30 Hrs on Feb 24th, 2023 at GARC, Chennai, India |
| Validity of offer | 120 Days |
| | Bidders to comply with: Rule 144(xi) of GFR 2017(refer Office Memorandum of department of Expenditure dated 23rd July 2020 https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf) Preference to Make in India: Department of Industrial Policy and Promotion(DIPP) vide No.P-45021/2/2017-PP(BE-II) dated 04.06.2020 and as revised from time to time https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf |

*GARC Reserves the right to reject/ modify/ cancel the tender without assigning any reason thereof.

2. INSTRUCTIONS TO BIDDERS

- 2.1 The Bidder must ensure that he meets all the requirements spelt in “Annexure III – Bidder’s Company Requirements”.
- 2.2 The Bidders are expected to carefully examine all the contents of the Tender Document including instructions, conditions, terms, specification and drawings and take them fully into account before submitting their Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidder’s own risk. Bids which are not responsive to the requirements of the Tender Document will be rejected.
- 2.3 While all efforts have been made to avoid errors in the drafting of the Tender Document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the Tender Document shall be entertained.

- 2.4 Bidders should study the drawings and Tender Documents carefully and thoroughly before quoting and get clarification, if required, from GARC in this context.
- 2.5 The Bid prepared by the Bidder and all correspondence and documents relating to the tender exchanged between the Bidder and GARC shall be in the English language.
- 2.6 Each of the Bid documents should be stamped and signed by the person or persons submitting the Bid in token of his/their having acquainted himself/ themselves with the Tender Documents in entirety including all the Annexures and Forms. Any Bid not complying with the terms and conditions as set out in this Tender Document and/or not signed by authorised person may be rejected at the discretion of GARC.
- 2.7 The Bid submitted on behalf of a Firm shall be signed by all the Partners of the Firm or by a Partner who has the necessary authority on behalf of the Firm to submit the Bid.
- 2.8 The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of preparation and submission of the Bid and for entering into a Contract, must examine the Drawings, must inspect the sites of the Works, acquaint himself with all local conditions, means of access to the sites, nature of the Works and all matters pertaining thereto.
- 2.9 The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of preparation and submission of the Bid and for entering into a Contract, must examine the Drawings, must inspect the sites of the Works, acquaint himself with all local conditions, means of access to the sites, nature of the Works and all matters pertaining thereto.
- 2.10 No Indian Representative of the participating foreign bidders (who are proposing imported equipment) would be allowed to carry out correspondence with GARC for any kind of representation.
- 2.11 The Indian Representative of the foreign bidder, if applicable, shall have the limited scope upto the award of contract for providing the logistic support such as purchase of tender documents, submission of bids and related documents, EMD and PBG etc.
However, after the award of contract the Indian Representative may have additional scope as declared by bidder in their technical bid.
- 2.12 The Indian Representative shall not represent multiple companies that operate in the same line of business.
- 2.13 The successful Bidder is bound to carry out any items of work necessary for the completion of the Works even though such items are not included in the quantities and drawings to achieve end results and deemed to be priced in the Financial Bid. No claim on this account shall be entertained.
- 2.14 The bidder shall fill the 'contact details form' issued with this Bidding document and submit the same within 3 days of receipt of the bidding documents and GARC would use these details to communicate with the bidder in case of issuance addenda etc.

3. SCOPE OF WORK

- 3.1 The scope of Work shall be as described under "Annexure I - Scope of Supply".
- 3.2 The successful Bidder shall perform, execute and implement the Works strictly in accordance with Drawings, details, specification, standard engineering practices and instructions of GARC and in accordance with the terms and conditions of the Contract and shall co-operate

with the other contractors / suppliers appointed by GARC for carrying out related works at the project site to ensure that the Works proceed smoothly without any delay and to the satisfaction of GARC.

- 3.3 The Work shall be carried out strictly in compliance with the requirements of the authorities concerned and deviation on any account will not be permitted.
- 3.4 Any subcontracting by the successful Bidder for performance, execution and implementation of the Works shall be with the prior consent of GARC.
- 3.5 The successful Bidder should make his own arrangement to obtain all materials required for performing, executing and implementing the Works.

4. EARNEST MONEY DEPOSIT

4.1 The Bids shall be accompanied by an Earnest Money Deposit as described in the NIT. The Bids shall be accompanied with a EMD in form of DD/ Bank Gurantee/ Banker's Cheque in favour of "Global Automotive Research Centre, payable at Chennai valid for at least 6 (Six) months from any Indian nationalized / Scheduled Bank., as per "Form c – Earnest Money Deposit".

- 4.2 A Bid which is not accompanied by such Earnest Money Deposit will be construed as non compliant bid and shall be rejected.
- 4.3 The Earnest Money Deposit of the unsuccessful Bidders will be returned without any interest after execution of the Contract by GARC with the successful Bidder.
- 4.4 The Earnest Money Deposit of the successful Bidder will be returned upon the successful Bidder furnishing the Performance Bank Guarantee.
- 4.5 A Bidder shall forfeit Earnest Money Deposit in favour of GARC in case, such Bidder -
 - 4.5.1 fails to start the work as may be incarcerated in the Letter of Acceptance or fails to execute the Contract within a period of 30 days from the date of issue of the Letter of Acceptance;
 - 4.5.2 without the written consent of GARC, has withdrawn its Bid during the validity period of the Bids and any extensions thereto;
 - 4.5.3 after opening of the financial bid, alters the quoted rates/conditions in the Bid;
 - 4.5.4 fails to provide /furnish the Performance Bank Guarantee within stipulated period mentioned in the in the Letter of Acceptance;
 - 4.5.5 does not reply to any queries that may be raised after opening of technical/financial bids.
 - 4.5.6 if the bidder does not accept the corrections made by GARC to its Bid Price pursuant to "Examination of Financial Proposal and Correction of Arithmetical Errors" under Annexure V- Evaluation parameters.
- 4.6 In case of the extension of the Bid validity period in the manner stated in Clause 9, the validity of the Earnest Money Deposit shall be extended for a further period of 60 (sixty) days.

5. SUBMISSION OF BIDS

Bidders are required to submit their Bids in two parts in a sealed envelope, superscribed "**Bid for Tender No. 439/GARC/EV/2022-23/Battery Emulator/23,** containing two separate sealed envelopes, as given below. The sealed bids shall be submitted at Global Automotive Research Centre,

(GARC), Plot E1,SIPCOT Industrial Growth Centre, Mathur Post, Oragadam, Kancheepuram Distt-602105 before the closure of bid submission date/time, as specified in the Clause 11.1.1

5.1 Part-1: The Technical Bid

5.1.1 The first sealed envelope marked as “**Technical Bid for Tender No. 439/GARC/EV/2022-23/Battery Emulator/23**” shall contain one copies of the Technical Bid documents, marked as:

- ORIGINAL TECHNICAL BID FOR TENDER NO. **439/GARC/EV/2022-23/Battery Emulator/23**.

5.1.2 Each original shall contain the following duly filled Forms:

Form a) Letter for Submission of Technical Proposal

Form b) Letter of Undertaking

Form c) Earnest Money Deposit

Form d) Performance Bank Guarantee and form of Demand

Form d0) Checklist

Form d1) Deviations Suggested

Form d2) Detailed Technical Specification

Form d3) References

Form d4) Service Support

Form d5) Bidder's Organisation, Company Profile and Technical Partners

Form d6) Description of Approach, Methodology, Work and Training Plan

Form dx) Instructions for filling the forms

Form e) Form of Financial Bid

Form f) Form for Technical/Commercial queries

Form g) Form for Indemnity Bond

5.1.3 **Further, the Technical Bid must include a copy of the Financial Bid of the Bidder without any information on the prices.** The purpose of this copy of the Financial Bid included in the Technical Bid is to ensure that Bidder has followed the format provided for the Financial Bid and has not included any additional terms and conditions as part of its Financial Bid. In case, any information on prices is included in this copy of the Financial Bid, GARC may disqualify the Bidder and reject its Bid.

5.2 Part-2: The Financial Bid

5.2.1 The second sealed envelope shall contain one set of copies of the Financial Bid, marked as:

- ORIGINAL FINANCIAL BID FOR TENDER NO. **439/GARC/EV/2022-23/Battery Emulator/23**.

5.2.2 Each shall contain, duly filled and signed by an authorised person from the Bidder's Company, the following information:

Form e) Form of Financial Bid

- 5.2.3 The Bidders shall quote for the entire Works such that the total contract value covers all its risks, obligations and liabilities set out in or to be reasonably inferred from this Tender Document including but not limited to matters in respect of the delivery up to site, insurance, freight costs, customs clearances, interface management, detailed design, detailing, coordination, value engineering, specialist system procurement, provision, erection and/or installation, testing, commissioning, documentation, training, defects remediation and related works. However, in case of imported equipment, prices quoted shall exclude transit insurance charges from FOB port of shipment or Airport up to the site, charges for Custom Clearances, etc, as the same shall be borne by GARC. All transit insurance charges for inland transit up to FOB Port of shipment or Airport should be included in the prices quoted by the Bidder.
- 5.2.4 The prices shall be quoted in **Indian rupees only**. The amounts shall be quoted in figures and words and in case of inconsistency, the words shall prevail. For the purpose of comparison of Financial Bid, the **Reserve Bank of India's** Foreign Exchange Rate, prevailing on the date of opening of financial bid shall be applied.

5.3 Manner of submission

- 5.3.1 The two part Bid shall be accepted at the Global Automotive Research Centre, (GARC), Plot E1,SIPCOT Industrial Growth Centre, Mathur Post, Oragadam, Kancheepuram Dist- 602105 before the closure of bid submission date/time, as specified in the Clause 10.1.1
- 5.3.2 GARC may, at its discretion, extend the deadline for submission of Bids by issuing an addendum, in which case all rights and obligations of GARC and the Bidders previously subject to the original deadline will thereafter be subject to the extended deadline.
- 5.3.3 Any Bid received by GARC after the deadline for submission of Bids will be rejected and returned unopened to the Bidders unless GARC decides otherwise under Clause 5.3.4.
- 5.3.4 GARC reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to independently verify, disqualify, reject and/or accept any and all Bids or other information and/or evidence submitted by or on behalf of any Bidder, including without limitation pursuant to and/or in connection with:
- (a) receipt of a Bid after the submission deadline;
 - (b) failure to submit necessary supporting documentation following a specific request by or on behalf of GARC.
- 5.3.5 Bids sent telegraphically or through other means of transmission (telefax, email etc.) which cannot be delivered in a sealed envelope shall be treated as defective, invalid and shall stand rejected.

6. DEVIATIONS

- 6.1 In case the Bidder fail to respond to any of the requirements, the Bidder is given the opportunity of explaining why the proposed solution is equivalent or better to the Minimum Requirement by filling document "Form d1) Deviations Suggested".
- 6.2 In case, GARC finds any deviation which is not declared as part of the deviation statement submitted by the Bidder, GARC reserves the right to reject the bid.

7. AMENDMENT TO TENDER DOCUMENT

- 7.1 Addendum / Corrigendum to the Tender Document may be issued by GARC prior to the last date of submission of the Bids to clarify the documents or to reflect any modification etc. All such addendum / corrigendum shall be treated as an integral part of the Tender Document.
- 7.2 In order to afford prospective Bidders reasonable time for preparing their tenders after taking into account such amendments, GARC may, at its discretion, extend the deadline for submission of tenders.
- 7.3 In case after issuance of addenda, any Bidder who has already submitted its Bid, does not resubmit its Bid, it shall be deemed that such Bidder does not intend to modify its Bid on the basis of the addenda and the addenda have been taken into account.

8. VALIDITY OF BIDS

- 8.1 Bids shall be unconditional, firm and remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids. Any Bid having validity lower than that specified above shall be rejected by GARC as being non responsive. However, GARC may request the Bidders to extend the Bid unconditionally beyond the Bid validity period up to an additional period of sixty (60) days without any modification and with out giving any reason thereof. Conditional extension of bid validity shall not be accepted and GARC reserves right to reject such bid/s and proceed with the bidding process with the remaining bidders.
- 8.2 If a Bidder withdraws or revokes his offer after last date of submission of Bids, the Bidder is liable to be disqualified and the Earnest Money Deposit submitted by such Bidder is liable to be forfeited. Any Bidder shall not be allowed to carry out any revision / correction / modification in his Bid after the last date of submission of Bids.
- 8.3 In case GARC calls the Bidder for negotiations/clarification then this shall not amount to cancellation or withdrawal of original offer. GARC reserves right to finalise the technical scores by conducting such negotiations/seeking clarification as per clause 10.2.1, till the start date/time of the financial bid opening and prior to declaration of technical scores as per clause 10.3.3.

9. CLARIFICATIONS TO BIDDER'S QUERIES

The Bidders are requested to raise their queries, if any, by email at procurement@garc.co.in and rajeswar.tripathy@garc.co.in before the last date of bid submission. Subsequent to this, GARC will invite Bidders and address all the queries received from all the Bidders together at day, place and time informed by GARC. The contact details of the Bidder shall be required to be furnished at the time of purchase of Tender Documents GARC reserves the right not to respond to questions raised or provide clarification sought, in their sole discretion, if it is considered that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring GARC to respond to any question or to provide any clarification.

10. BID EVALUATION PROCESS

The bidding evaluation process will be as follows:

10.1. Technical Bids Opening

- 10.1.1 The Technical Bid shall be opened on as described in the NIT, in the presence of the Bidders or their duly authorised representatives who choose to remain present at the time of opening the Bids.

- 10.1.2 The sealed technical bid envelop shall be opened in the presence of Bidders or their duly authorized representatives at the time mentioned in Clause 10.1.1, in the presence of the members of the GARC's Procurement Committee.
- 10.1.3 A letter of authorization shall be submitted by the Bidder's representative at the time of opening of Bids.
- 10.1.4 Absence of Bidders or their duly authorized representatives shall not impair the legality of the bid opening process.
- 10.1.5 All Bidders or their duly authorized representatives shall be required to sign the main bid envelopes by way of confirmation of sealed bid status at the time of opening of bids.
- 10.1.6 After identification signing, the GARC's Procurement Committee representative shall open the main bid envelope. After opening, Bidders or their duly authorized representatives shall be required to sign the technical and financial bid envelopes of all the Bidders.
- 10.1.7 Refusal to sign the bid envelopes by any of the Bidder or his duly authorized representative may disqualify such Bidder from the evaluation process at the discretion of members of the GARC's Procurement Committee present at the time of opening of the Bids.
- 10.1.8 The Technical Bid envelopes shall thereafter be opened and a preliminary scrutiny of contents of each of the Technical Bids as specified in the Tender Documents shall be carried out.
- 10.1.9 The bids shall be declared to be '**Valid**' or '**Invalid**' at the conclusion of preliminary scrutiny process, at the discretion of the members of the Procurement Committee present on the spot. The decision on declaring the Bid as valid or invalid shall not be postponed except under exceptional circumstances.
- 10.1.10 Bids declared invalid shall be returned on the spot to the respective Bidders. In case, the Bidder or it representative whose Bid has been declared invalid is not present at the time of opening of the Bids, the Bid shall be returned to the Bidder by Registered / Speed Post or Courier. No correspondence or claim whatsoever from such Bidders shall be entertained or responded by GARC.
- 10.1.11 For the valid Bids, the signed envelopes containing the Financial Bids shall be kept safely in sealed condition.

10.2 Technical Bid Evaluation

- 10.2.1 During the technical bid evaluation process, GARC may ask clarification to the bidder through E-mail/ Fax, for confirming and consolidating their technical offers.
- 10.2.2 All such clarification are required to be answered by the bidder by E-mail/Fax, within the time specified by GARC. The signed hard copies of the same need to be submitted to GARC and shall be deemed to be the part of the tender documents.
- 10.2.3 All valid bids shall be evaluated to arrive at Technical Score and the technically qualified bids shall be determined, as specified in "Annexure V - Evaluation Parameters".
- 10.2.4 Only the technically qualified bidders shall be intimated for financial bid opening, with at least 6 days of prior notice in writing, or a lesser period subject to agreement with the respective bidders over telephone by the representative of GARC.

10.3 Financial Bids Opening

- 10.3.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified Bidders/their authorized representative, who choose to be present at the time of opening of the financial bids.

- 10.3.2 No Bidder shall be allowed to propose/carry out any revision / correction / modification in his Price Bid offer. Only GARC can ask for such revisions from all, in view of the boundary conditions like fluctuations in rate/change in the scope of supply etc. during the technical bid evaluation period.
- 10.3.3 The score of each qualified Bidder in technical evaluation shall be announced, if integrated bid evaluation system (Sum of Technical & financial scores) is followed. In case Segregated bid evaluation system, the scores shall not be declared.
- 10.3.4 All the technically qualified Bidders/their authorized representative present at the time of opening of the Financial Bids shall be asked to sign the Bid price declaration sheet, against their respective Technical Bid evaluation score.
- 10.3.5 Any Bidder objecting to the same shall be disqualified.
- 10.3.6 Financial Bid of the remaining qualified Bidders shall be opened in the presence of Bidders or their authorized representatives and the bid price of all the bidders shall be declared.
- 10.3.7 Each qualified Bidder or their authorized representative shall be required to sign again on the Bid price declaration sheet, against their respective price declared. Any Bidder objecting to the same shall be disqualified.
- 10.3.8 Absence of Bidders or their authorized representatives shall not legally impair the process.

10.4 Financial Bid Evaluation

- 10.4.1 All valid financial bids shall be evaluated/ scrutinized as per “Annexure V - Evaluation Parameters”

10.5 Determination of the Successful Bidder

- 10.5.1 The best evaluated bid shall be determined as per annexure V- Evaluation Parameters”
- 10.5.2 In segregated bid evaluation system, the bidder meeting the minimum eligibility criteria, with the lowest price bid shall be deemed as the successful bidders.
- 10.5.3 However, GARC does not undertake to accept the lowest or indeed any bid, in all the above cases as mentioned in the clause 6 of the disclaimer.

11. CONTRACT NEGOTIATIONS

Contract negotiations will be held before the issuance of Letter of Acceptance/ Notification of Award.

If the financial bid is unbalanced, front loaded or substantially in variance with the updated estimates in the opinion of the Employer, the Employer may require the successful bidder to produce detailed price analyses for any or all items of the Financial Bid, to demonstrate the internal consistency of those prices with the market price and schedule proposed.

Negotiations will conclude with a revised offer letter from the successful bidder, affecting the discounts if any and accepted by GARC. If negotiations fail, GARC will invite the second highest responsive bidder, to negotiate the Contract. If this fails, GARC shall negotiate with the remaining responsive bidders in order of their relative ranking, subject to the right of the Employer to reject all the bids.

12. GARC's RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDDERS

GARC reserves the right to accept or reject any bid, and to annul the tender process and reject all Bids, at any time prior to award of Contract without assigning any reasons for such acceptance/ rejection, or to divide the Contract between/amongst Bidders without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for GARC's action. The Bidders shall not have any cause of action or claim against GARC for rejection of their bids.

13. NOTIFICATION OF AWARD

- 13.1 Prior to the expiry of the period of Bid validity prescribed, GARC will issue to the Successful Bidder, the "Letter of Acceptance" in duplicate. The Successful Bidder shall return one copy of the Letter of Acceptance to GARC duly acknowledged and signed by the authorized signatory, within seven [7] days of receipt of the same by him.
- 13.2 The Letter of Acceptance shall constitute a part of the Contract.
- 13.3 After the execution of "The Contract agreement" with the successful bidder, GARC will promptly notify all the unsuccessful Bidders and discharge/ return their Earnest Money Deposit.
- 13.4 No correspondence will be entertained by GARC from the unsuccessful Bidders.

14. SIGNING OF CONTRACT AND ISSUANCE OF PURCHASE ORDER

- 14.1 The Successful Bidder shall enter into and duly sign the Contract for performance, execution and implementation of the works within **thirty [30] days** from the date of issue of letter of acceptance. But the written acceptance by GARC of a Bid will constitute a binding Contract between GARC and the person so tendering, whether such formal agreement is not subsequently executed.
- 14.2 Up on receipt of the Performance Bank Guarantee, as per clause 17.1, GARC shall prepare the Contract Agreement in two copies, which shall decisively be in the format included in "Annexure X – Format for Contract Agreement" duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder within **Twenty one [21] days** of the date of receipt of the "Letter of Acceptance" duly acknowledged and signed by the successful Bidder. The Contract shall be governed by the conditioned spelt out in "Annexure IX - General Conditions of Contract", "Annexure VIII - Special Conditions of Contract", "Annexure IV - Technical Conditions of Contract" and this Tender Document.
- 14.3 The Successful Bidder shall return both copies of Contract duly signed by the authorized signatory within **seven [7] days** of receipt of the copies of the Contract from GARC. GARC shall have both copies of Contract duly signed by the authorized signatory. The Successful Bidder shall get the correct amount of stamp duty adjudged by the registrar of Stamps, Delhi and have the Contract duly stamped and executed. One copy of the Contract duly signed by GARC and the Successful Bidder through their authorized signatories will be sent by GARC to the Successful Bidder, on receipt of the Performance Bank Guarantee, as per clause 17.1.
- 14.4 After the execution of 'Contract Agreement', GARC shall issue the **Purchase Order**, (P.O) as per the Annexure XI, within **Fifteen [15] days**, which shall be a binding to both the parties.
- 14.5 The contractor shall acknowledge the purchase order and sign with the remarks 'Accepted'. Further the contractor shall issue the acceptance letter (on their letter Head) to GARC, along with the complete proposed shipment plan, within **Fifteen [15] days** of receipt of the purchase order.

- 14.6 The contractor shall submit the Indemnity Bond as per the format given in “Form g)” prior to shipment/despatch of the equipments.

15. NON-EXCLUSIVITY

The right of the Successful Bidder to perform executes and implements the Works or any part thereof pursuant to the Contract, is not exclusive and shall not prevent GARC from granting a similar right to other parties.

16. PROCESS TO BE CONFIDENTIAL

- 16.1 Except the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- 16.2 Any effort by a Bidder to influence GARC or any of its functionaries in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the Bid.
- 16.3 As part of his Technical Bid, the Bidder shall be required to furnish an undertaking for confidentiality as “Form b - Letter of Undertaking”.

17. PERFORMANCE BANK GUARANTEE

- 17.1 Within **fifteen** [15] days of the date of acceptance of the LoA, the Successful Bidder shall execute a Performance Bank Guarantee as per the form (d), from a scheduled Bank, for an amount equivalent to the 3% of the contract value, which shall be kept valid for the entire period of warranty. The PBG shall be made in INR only. In case the successful bid is priced in a combination of INR and any one of the currency as above, the bidder shall submit the PBGs in two parts, of respective currency and amount or in a single currency, of cumulative amount, as mutually agreed by GARC and the Successful bidder.
- 17.2 The Performance Bank Guarantee of the Successful Bidder will be invoked and forfeited if the Successful Bidder fails to comply with the conditions of Contract.

18. TERMS OF PAYMENT

- 18.1 The terms of payment shall be as described in “Annexure VII – Terms of Payment”.

19. GENERAL

- 19.1 GARC reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion amend or supplement the Tender Document and/or the selection process or the dates or other terms and conditions relating thereto, suspend and/or cancel the selection process.
- 19.2 GARC reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and at its sole discretion to independently disqualify, reject and/or accept any and all Bids or other information and/or evidence submitted by or on behalf of any Bidder, including without limitation pursuant to and/or in connection with receipt of a Bid after the submission deadline and/or determination that a Bidder will be unable to fulfil the requirements of the Tender Document.

- 19.3 The decisions and/or the exercise of discretion by GARC shall not be challenged by any Bidder and are final.
- 19.4 Any failure by GARC to exercise any rights hereunder, pursuant hereto and/or in connection herewith, shall not be a waiver of those or any other rights unless expressly stated as such in writing by GARC.
- 19.5 The Bidders and their respective officers, employees, agents and advisers must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Bidder or any other entity in relation to the preparation or lodgement of Bids or otherwise in any aspect of the Works.

20. LIST OF ANNEXURES

The Annexures to this document are as listed below -

Annexure I: Scope of Supply

Annexure II: Sites Description

Annexure III: Bidder's Company Requirements

Annexure IV: - Technical Conditions of Contract (TCC)

Annexure V: Evaluation Parameters

Annexure VI: Acceptance Criteria

Annexure VII: Terms of Payment

Annexure VIII: Special Conditions of Contract (SCC)

Annexure IX: General Conditions of Contract (GCC)

Annexure X: Format for Contract Agreement

Annexure XI- Format for Purchase Order (P.O)

Annexure D- Declaration 1 and Declaration 2

21. LIST OF FORMS

The Forms to this document are as listed below -

Form a) Letter for Submission of Technical Proposal

Form b) Letter of Undertaking

Form c) Earnest Money Deposit

Form d) Performance Bank Guarantee and form of Demand

Form d0) Checklist

Form d1) Deviations Suggested

Form d2) Detailed Technical Specification

Form d3) References

Form d4) Service Support

Form d5) Bidder's Organisation, Company Profile and Technical Partners

Form d6) Description of Approach, Methodology, Work and Training Plan

Form dx) Instructions for filling the forms

Form e) Form of Financial Bid

Form f) Form for Technical/Commercial queries

Form g) Form for Indemnity Bond