

SECTION 4.6.1 - DETAILED BIDDING PROCEDURE

1. Finalisation of Contract Proposal:

- 1.1 On receipt of the proposal along with estimate duly approved by the Competent Authority, the concerned head of C&P Wing shall issue written instruction to the respective officer for initiating tendering process.

2. Finalisation of Bid Documents

- 2.1 The bid documents for a particular work generally comprise of the following:
- i) Notice Inviting for Bids (NIB).
 - ii) Instruction to Bidders (ITB)
 - iii) Information for Bidder / Project Profile
 - iv) General Conditions of Contract (GCC)
 - v) Special Conditions of Contract (SCC), if required.
 - vi) Bid Form & Data Sheets, if required.
 - vii) Technical Specifications.
 - viii) Tender Drawings.
 - ix) Bill of Quantities & Financial Data Sheets.
- 2.2 (a) For preparing commercial portion of bid documents viz. IFB/NIB, Instruction to Bidders, GCC, SCC, Bid Forms & Data Sheets (commercial) shall be prepared and finalized by C&P Department. Financial Data Sheets shall be prepared by Finance Department. These Documents will be vetted by Finance Wing and approved by the ED(C&P) or Tendering Authority.
- (b) For preparing technical portion of bid documents viz. Technical Specifications, Bill of Quantities/ Bid Proposal Sheet, Technical Data Sheets, Tender Drawings, the responsibility shall be corporate C&P Wing for Corporate Contracts and respective C&P Wing of site for Site Contracts. D&E office may be requested to prepare the same, if required for specialised work.
- (c) The Tendering Authority shall approve the set of Bid Documents for issue to bidders. Tendering Authority shall be the ordering authority as per the DOP.

3. Call of Tenders:

- 3.1 Tenders shall be invited through Notice Inviting Bids (NIB) to be issued by the respective Tendering Authority. The NIB shall contain the mode of tendering, bidding programme i.e., date & time of bid submission etc., text of detailed NIB, amount of EMD/Bid Security and cost of document etc.
- 3.2 The amount of EMD, to be indicated in the NIB shall be equal to 2% of the NIT Cost Estimate for packages/EPC valuing upto Rs. 200 Crores, rounded off to the nearest thousand. For packages/EPC valuing more than Rs. 200 crores, the EMD shall be 1%

subject to a minimum of Rs.4 crores rounded off to the nearest thousand. The bidders shall be required to submit the EMD/Bid Security in a sealed Envelope along-with the Techno-Commercial Bid. The EMD shall be in the form of Bank Guarantee issued from a nationalized /scheduled bank or any foreign bank confirmed by any nationalized bank in India or Demand Draft in favour of NEEPCO.

- 3.3 The cost of bid documents shall be reasonable and generally reflect the cost of advertisement of NIB, printing and delivery to prospective bidder and shall not be so high as to discourage qualified bidders. The same shall be finalised by respective C&P Office through associated Finance with the approval of the Tendering Authority. The cost of document so finalised shall be updated every 3(three) years. The cost of bid documents for the first 3(three) years from the date of implementation of this policy shall be as follows as a guideline:

- (a) Packages valuing upto Rs.10.00 Lakh – Rs.500/- (Rupees five hundred)only
- (b) Packages valuing upto Rs.50.00 Lakh – Rs.1,000/- (Rupees one thousand)only.
- (c) Packages valuing more than Rs.50.00 Lakh but upto Rs.2.00 Crore – Rs.2,000/- (Rupees two thousand)only.
- (d) Packages valuing more than Rs.2.00 Crore but upto Rs.5.00 Crore – Rs.5,000/- (Rupees five thousand)only.
- (e) Packages valuing more than Rs.5.00 Crore but upto Rs.100.00 Crore – Rs.10,000/- (Rupees ten thousand)only.
- (f) Packages valuing more than Rs.100.00 Crore but upto Rs.500.00 Crore – Rs.20,000/- (Rupees twenty thousand)only.
- (g) Packages valuing more than Rs.500.00 Crore but upto Rs.1,000.00 Crore – Rs.50,000/- (Rupees fifty thousand)only.
- (h) Packages valuing more than Rs.1,000.00 Crore – Rs.1,00,000/- (Rupees one lakh)only.

Note:- In case of International/Global Competitive Bidding, the above tender fee shall be indicated in the equivalent US Dollar.

4. Sale of Bid Documents:

- 4.1 Sale of bid documents shall be against payment of cost of bid documents/tender fee, normally in the form of Demand Draft/Banker's Cheque drawn in favour of NEEPCO Ltd. In the event the Bid Documents are downloaded from NEEPCO's website, the Bid Fee in the form of Demand Draft/Banker's Cheque drawn in favour of NEEPCO Ltd. shall be compulsorily submitted alongwith bids. The tender fee so received, will be deposited to Finance Wing.

In case of e-tendering, requisite Bid fee shall be deposited online to NEEPCO through SB Collect or NEFT/RTGS at the bank account of respective tendering authority of NEEPCO.

The documents shall be issued by an Executive not below the level of Engineer with the approval of Tendering Authority. Work-wise record of firms, to whom the documents are issued, shall be maintained by the respective C&P department in

machine numbered Tender Sale Register. Before bid documents are put on sale, a Master Set of the same, duly bound and approved by Tendering Authority, shall be kept on record. Such set shall be signed on the forwarding page by the Tendering Authority.

The soft copies of the detailed NIB and/or bid documents will be made available to the IT Department from Tendering Authority for uploading the same in NEEPCO's website to facilitate downloading by pre-qualified bidders. Simultaneously, the detailed NIB and/or bid documents shall be uploaded in the Central Public Procurement Portal (CPPP) by the Nodal Officer of C&P Department/ concerned Projects/ Establishments. The action towards this shall be taken by head of IT Department. While uploading the bid documents in web site, the bidders will be requested to submit the cost towards the same on or before submission of their bids. Bids not accompanied by the cost of bid documents will be rejected.

All amendments/clarifications, issued before the bid opening, must be initialled on each and every page and filed with the Master Set.

All bid documents sold must bear initials of the concerned Executive not below the level of Engineer on first or the forwarding page of every Volume of the bid documents and amendments thereto.

- 4.2 The period of sale of bid document shall generally be 4(four) weeks. The submission time of bid shall be kept as per the Time Schedule as provided in Section 3.6.1 & 3.6.2, whichever is applicable.
- 4.3 Any change in the bidding programme, i.e., sale of bid documents, extension of bid opening etc. from that specified in the IFB/NIB, for any reason whatsoever, shall require the approval of the ED(C&P) or Tendering Authority.

In case of extension of bid submission date beyond the maximum period stipulated in the manual, approval shall be obtained as per the provision given in last para of Clause 1, Section 3.1, Vol-I of the C&P Manual.

5 Formation of Bid Opening Committee:

- 5.1 The bids received shall be opened by a committee, to be called Bid Opening Committee, comprising of representatives, not below the level of Engineer/Asstt.A.O. of Technical and Finance wing.

6 Bid Receipt and Opening of Bids:

- 6.1 The bids shall be received up to the specified Date and Time as mentioned in the NIB and subsequent addenda thereto, and shall be opened immediately thereafter. It will be the responsibility of the C&P Department to ensure that bids sent by post by bidders and received in the Central Receipt Section before the closing time are also considered for opening. Separate tender box for each package should be placed in the concerned C&P Wing for facilitating dropping of the tenders by interested bidders. The tender box will be sealed and signed by two officers of the concerned C&P Wing at the end of the closing time for receiving bids. In case it is felt that the bid documents will be too large for dropping inside the box, the Tendering Authority shall receive the same by hand. The bids shall be received by an Officer not below the level of Engineer and witnessed by another Officer of the same level or above.

- 6.2 Wherever necessary, acknowledgement of the bids received shall be given in writing by the same Officer receiving the bids, stating clearly the number of envelopes/packets/boxes received. In case as per the bid documents for a particular package the bidders are required to submit the EMD/Bid Security in a separate envelope, but no such separate envelope is received, the said fact shall also be recorded in the acknowledgement.
- 6.3 Late Bid:
- 6.3.1 A bid submitted/received after the deadline for bid submission shall be termed as 'late bid'.
- 6.3.2 A late bid submitted/received after commencement of tender/bid opening shall be summarily rejected and returned unopened.
- 6.4 The Bid Opening Committee shall record the names of the bidders, from whom the bids are received in Bid/Tender Opening Register indicating the particulars of bids/envelopes/packets/boxes received from each bidder. The members of the Bid Opening Committee shall sign the Bid/Tender Opening Register.
- 6.5 The opening of bids by the Bid Opening Committee shall commence at the stipulated time and place in presence of bidders' authorized representatives who are present. Immediately upon completion of bid opening, the names of the bidders' authorized representatives who are present shall be entered into the Bid Opening Register and their signatures shall be taken thereon and the Register shall also contain brief particulars of EMD/Bid Security, No. of Volumes forming the bid, reference of covering letters and other relevant correspondence together with any other point considered necessary by the bid opening officials. The Bid Opening Register shall be paginated and the same shall be certified at the time of opening of the new Register by an Officer not below the rank of Sr. Manager in the office of the Tendering Authority. A format of Bid Opening Register is enclosed at **Annexure-I**.
- 6.6 Whenever a bid is opened, all relevant documents shall be signed in all pages by the Bid Opening Committee members. All cutting/over-writings/erasers, if any, shall also be encircled and authenticated by initials of the Bid Opening Committee members.
- 6.7 Whenever a bid is opened, the relevant particulars, to the extent required, shall be read out/ informed during bid opening.
- 6.8 Where it is specified in the bid documents that EMD/Bid Security has to be submitted along-with the bid in a separate sealed envelope, failing which the bid shall not be opened and shall be returned unopened to the bidders, the following procedure shall be followed:
- i) In case it is found that the envelope does not contain EMD/Bid Security, the bid envelope shall be returned unopened to the bidder and the receipt of the bidders' authorized representative, if present, shall be taken on the Bid Opening Register.
 - ii) However, if at that moment, the bidder/ bidders' authorized representative confirms in writing that by mistake they have enclosed the EMD/Bid Security in the bid envelope, their bid shall be opened to verify the said confirmation. If the EMD/Bid Security is not found inside the bid envelope, similar procedure as described in para 6.8(i) above shall be followed.

6.9 Earnest Money/Bid Security, immediately after opening of the Techno-Commercial Bids, will be forwarded by the Tendering Authority to the concerned Finance Wing for retention.

7 Evaluation of Bids and Submission of Evaluation Report with Recommendation:

7.1 The bids received and opened as described in Para No.6, above shall be taken up for evaluation. A set of bid shall be forwarded to Finance Department and D&E Department/ other concerned Departments, if any, for evaluation of the Financial part and the Technical part respectively. The Commercial part shall be evaluated in C&P Department. The bid evaluation shall be carried out in accordance with the provisions of bidding documents as follows:

7.2 Preliminary examinations of bids:

During preliminary examination, it will be determined whether each bid is of acceptable quality, complete and substantially responsive to the bid document. For the above purpose, a preliminary examination of each bid will be carried out to ascertain whether-

- i) The bid is complete and has been properly signed
- ii) The bid is accompanying by the requisite EMD/Bid security
- iii) The bid does contain major scope deficiencies, contradictions or ambiguities making it almost impossible to evaluate, and
- iv) The bid is generally in order

The non-responsive bids shall be rejected.

7.3 Detailed evaluation of bids:

Technical and commercial examination of bids for detailed evaluation shall be carried out thoroughly to bring out

- i) Technical deviations/exceptions and additional conditions / stipulations,
- ii) Commercial deviations/exceptions and additional conditions/stipulations,
- iii) Any other details considered relevant
- iv) Common acceptable terms and conditions, if necessary.

In case, any clarifications or additional data/documents from the bidders are considered necessary, the same shall be sought by Tendering Authority. The bidders shall be allowed a period not exceeding 15 days for furnishing the clarifications /additional data/documents. Finance concurrence required on (i), (ii), (iii) & (iv) under 7.3 above, shall be obtained by C&P office. During this period, price repercussion/revised price bid, as applicable, will be submitted by the bidder. In case the bidders do not furnish the same within the specified time, it shall be presumed that they have nothing further to say.

7.4 C&P office, Finance department shall complete the evaluation of bids, and the help of D&E office or other concerned department, if any, may be taken wherever necessary.

7.5 Evaluation of the Price Bids of the bidders shall be carried out at the same time by the C&P office.

- 7.6 The Comparative Statement (CS) of the Price Bids, so opened, shall be prepared and the comparative position of all the bidders shall be reflected therein. The CS shall be prepared based on the Estimated Cost and itself reflect the discount/rebate, if any, offered by the bidders. The total quoted amount of the bidders also shall be shown in percentage, above or below the estimated amount. The probable escalation shall not be considered in the CS.
- 7.7 The price bid evaluation report containing the CS shall be forwarded from C&P office to finance department for concurrence. On receipt of finance concurrence, the same shall be put up to the tendering authority along-with the recommendation for award of work/supply. Generally, recommendation for award shall be in favour of the L1 bidder.
- 7.8 The Tendering Authority will subsequently process the proposal for approval by the Competent Authority.

8 Post Bid Discussion:

- 8.1 The post bid discussions with the successful bidder, if necessary, shall be undertaken by the ED(C&P) or Tendering Authority on commercial and technical issues, with the involvement of D&E Wing or other concerned authorities, if any and the Project Authorities. During post bid discussions, all the issues for resolution, as brought out in the evaluation report and/or indicated in the bid of the recommended bidder, shall be discussed and resolved; and other relevant issues including those related to Quality Assurance and Work Schedule shall be suitably tied up. Joint discussions involving the representatives of all concerned departments shall be held to sort out common issues.

A common Minutes of Meeting incorporating the Agreements reached with all the departments shall be signed with the bidder at the designated venue and time.

- 8.2 Post-bid price negotiations shall normally be avoided. However, the same may be done in exceptional situations with the lowest evaluated bidder. Such exceptional situations would include procurement of proprietary items, items with limited sources of supply and items, where there is suspicion of a cartel formation. The justification and details of such negotiations should be duly recorded and documented without any loss of time.
- 8.3 If the lowest evaluated bidder backs out during the post-bid stage and within the validity period of its bid, re-tendering shall be resorted to, after cancelling his bid and forfeiting his EMD.
- 8.4 During post-bid discussions, efforts shall be made to finalise sub-contractor/sub-vendors for different items of work/supply. If it is not possible to approve a sub-contractor/sub-vendor during post-bid discussions, the same shall be dealt with during post award stage.
- 8.5 It should be ensured by the Bid Evaluation Committee that during post bid discussions, no agreement should be reached with or commitments given to the successful bidder, by which the bidders may get certain financial advantages beyond the provisions of bid documents or beyond the deviations permissible as per the approved evaluation report.

9 Issue of Letter of Intent (LOI), Letter of Award/Work Order and signing of Contract:

- 9.1 The Letter of Intent (LOI) shall be issued to the successful bidder by the ED(C&P) or Tendering Authority after obtaining approval of award from the Competent Authority as per DOP.
- 9.2 It may be noted that in case variation in costs between the package cost cleared by the Approving Authority and the lowest acceptable bid obtained is more than 10%, the matter must be specifically brought out in the Proposal/Agenda placed before the estimate approving authority, along with full facts while seeking approval and sanction for the work.
- 9.3 Detailed Work/Supply Order shall be issued by Tendering Authority only after obtaining unconditional acceptance of the LOI.
- 9.4 Detailed Work/Supply Order shall be prepared by the respective C&P wing and shall be concurred by the respective finance wing. The DWO/DPO shall include in brief, Contract Sum, Scope of Work, Time of Completion, Payment Terms, Bill of Quantities etc.
- 9.5 Unconditional acceptance of the terms of the DWO/DPO shall constitute the formation of the Contract Agreement. After acceptance of the DWO/DPO by the Contractor, the Contract Agreement shall be signed between the Ordering Authority and the Contractor subject to submission of ISD/CPG by the Contractor and its acceptance by the Ordering Authority. The contents of the Contract Agreement shall be checked and initialled by an officer of C&P department, not below the rank of Sr. Manager who will put up the same for signature of Authorised Representative of the Contractor and the ED(C&P) or Tendering Authority.
- 9.6 The Contract Agreement shall be signed in triplicate, 1st Original, 2nd Original and 3rd Original. The 1st Original Copy shall be retained in the office of the Tendering Authority, 2nd Original shall be handed over to the Contractor and the 3rd Original Copy shall be sent to the Engineer-in-Charge responsible for executing the work/supply.