

# 1. Introduction and Background

Daman and Diu are Union Territories embedded within the State of Gujarat on the west coast of India. The administration of the Union Territory is head by the Administrator. Electricity Department of Daman & Diu (herein after referred as ED-DD) is a part of the administration of Union Territory of Daman & Diu. The ED-DD is head by the Secretary (Power). ED-DD is mainly engaged in the procurement, transmission of electricity to various categories of consumers. The ED-DD does not own or operate any generating stations with exception to few rooftop and ground mounted solar PV generations. Hence, based on allocation, power is drawn from the central sector power stations. The ED-DD is engaged in the work of construction, operation and maintenance of power transmission which caters to power demand of various categories of consumers

ED-DD wishes to invite bids for selection of **‘Supply, Installation, Testing and Commissioning of 630 KW Solar Central Inverter at 3 MW Solar Plant, Fudam, Diu as per tender Specification.**

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## 2. Information and Instruction to Bidders

### 2.1 Issue of Tender

- 2.1.1 Interested parties may download the tender documents from ED-DD’s e-tender portal <https://ddtenders.gov.in> (internet explorer only). Bidders are requested to visit the portal and follow the instructions for registering, downloading tender documents and submitting bids online contained therein. The detailed instructions for registering, obtaining digital certificate for signing bids, bid submission etc. may be found on the portal. Bidders can submit the Bid only on submission of non-refundable application / processing fee of ₹ 1500/- (Rupees One Thousand Five Hundred only) along with the Bid in the form of a demand draft from a scheduled commercial or nationalized bank, drawn in favour of ELECTRICITY DEPARTMENT, DAMAN & DIU. payable at Daman.

### 2.2 Clarifications and Amendments

- 2.2.1 Bidders requiring any clarification on the tender may notify the Authority in writing or by fax and email to the address provided in Clause 2.6 . The Bidder should send the queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 2.6. The Authority shall endeavor to respond to the queries within 5 (Five) days prior to the Bid Due Date. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in Clauses of these tender documents shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification. The responses to the queries will be published in E-Procurement Website as well the Authority’s Website <http://www.dded.gov.in/> without identifying the source of queries.

- 2.2.2 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through E-Procurement Website as well the Authority's Website <http://www.dded.gov.in/>. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives or consultants shall not in any way or manner be binding on the Authority.
- 2.2.3 At any time prior to opening of the financial bid, the ED-DD either at his own initiative or in response to clarifications requested by a prospective bidder, may modify tender documents by issuing an amendment(s). Such amendment(s) shall be uploaded on the e-tendering website.
- 2.2.4 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the ED-DD may, at its discretion, extend the deadline for the submission of the Bids

## **2.3 Preparation and Submission of Bid**

- 2.3.1 The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information required as per the bid document must be furnished and the formats contained herein should be duly filled in. Failure to provide the information as required may render the bid technically unacceptable.
- 2.3.2 The Bidder in quoting his rate shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The Bidder is required to satisfy him in all respect, before the submission of offer.
- 2.3.3 The Bidder shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to drawings and specifications at the scheduled rates. He is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents.
- 2.3.4 The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, availability of water, electric power, labour etc., transportation facilities, probable sites for labour accommodation and store go-downs etc. and all other factors involved in the execution of works.
- 2.3.5 With the survey carried out by the intended bidder, he needs to submit detailed project proposal including work schedule/ PERT chart along with the implementation schedule. The proposal should also include Bill of Material (BOM) proposed by the bidder. The description of scope in the tender documents is indicative and not necessarily

exhaustive. Bidder may include additional equipment/ requirements in “Other Items”. No additional compensation/fee shall be provided for items, activities and additional work which are not mentioned in the price bid that may have to be undertaken for successful completion of the Project.

- 2.3.6 The bidders shall submit their bids strictly based on the specification, terms and conditions contained in the bid document and subsequent revisions/ amendments. Bids not submitted as per the requirements are likely to be rejected.
- 2.3.7 Bidder should submit price bid as per the ddtenders price bid format. Price Proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes and duties whatsoever to be paid pre- or post-delivery or to be deducted by the ED-DD at source. Bidder has to submit copy of PAN card and GST registration, EPF Certificate and other relevant documents.
- 2.3.8 The bidders shall submit their eligibility / qualification details, Technical bid, Financial bid, documentary evidences, etc. in the formats prescribed in tender documents.
- 2.3.9 One (1) hard copies of the “Technical Bid” shall be prepared and submitted in English with indelible black (or blue) ink on white paper on consecutive numbered pages. Also, one (1) Scanned Copy of the original document must be submitted on CD and upload on e-tendering platform.
- 2.3.10 Each page shall be duly signed by authorized signatory and/or statutory auditors/ Company Secretary (wherever applicable) with company seal affixed on each page. Any part of the bids which is not specifically signed by the authorized signatory and not affixed with the company seal, shall not be considered for the purpose of evaluation. All necessary documents shall also be uploaded on e-tendering platform. Further, in case of any discrepancy between the hard and soft copy versions, the hard copy version will only be considered for evaluation, subject to the bid meeting all other requirements.
- 2.3.11 All the Performa, Annexure(s) and/or attachment(s) must be on company’s official letter. Any change in wording will lead to rejection of the bid application.
- 2.3.12 The offer shall contain no erasures or overwriting except as necessary to correct errors made by bidder. Such corrections, if any, shall be in signed by the authorized signatory.

All documents for stated work shall be submitted in sealed envelope and words Proposal for Appointment of System Integrator for Scheme **‘Supply, Installation, Testing and Commissioning of 630 KW Solar Central Inverter at 3 MW Solar Plant, Fudam, Diu as per tender Specification.’**

- 2.3.13 Name and full address of the selected bidder shall be put on the left hand bottom corner of envelope.
- 2.3.14 The EMD and tender fee should be submitted in separate envelopes marked as **“Earnest Money Deposit”** and **“Tender Fees”** respectively.

- 2.3.15 “Financial Bid” shall include “Price Bid” and must be submitted only in e-tendering platform only.
- 2.3.16 If it is a public holiday on the last date for submission of the Bid, the submission and the receipt of the Bid shall be on the next working day at the place of submission of Bid.
- 2.3.17 The bid must be complete in all aspects. All the terms and conditions of bid including technical specifications should be carefully studied for the sake of submitting complete and comprehensive quotation. Failure to comply with any of the terms and conditions or instructions of the offer with insufficient particulars which is likely to render fair comparison of bids as a whole impossible may lead to rejection even if otherwise it is a competitive offer/bid.
- 2.3.18 The last date of receipt of the proposal is as indicated in Clause 2.6 or as declared by the ED-DD by issuing corrigendum/ amendment. The bidder shall ensure timely submission of the bid at the address as mentioned in Clause 2.6 The bids received by hand/ post/ courier after due date of receipt of the bids shall not be entertained even if the bid has been posted/dispatched before the due date of receipt.
- 2.3.19 The bid should be unconditionally valid for a period of six (6) months/ 180 calendar days from the date of opening of financial bids. The rates approved as per the tender documents shall be valid for entire contract period for purchase of additional equipments (if required). Any bidder revising the offer within the validity period, without prejudice to other remedies available with ED-DD, is likely to be black-listed.
- 2.3.20 Power of Attorney as per **FORMAT-III** with the seal of the company for the person signing the bid document and the person attending the bid opening meeting, should be furnished along with the bid.
- 2.3.21 A person signing the bid document or any document forming part of the bid document shall be deemed to warrant that he/ she has the authority to bind such offer / document and if on enquiry it appears that the person signing has no authority to do so, the ED-DD may without prejudice to other civil and criminal remedies, cancel the bid / contract and hold the bidder company liable for all costs and damages.
- 2.3.22 Costs involved in preparation of the proposal and of negotiating the contract, including visits to the ED-DD premises, are not reimbursable.

## **2.4 Earnest Money Deposit**

- 2.4.1 The bids shall be accompanied with EMD of ₹ 70,500/- (Rupees Seventy Thousand Five Hundred only) for through a Bank Guarantee/ FD, in favour of **ELECTRICITY DEPARTMENT, DAMAN & DIU**. The BG shall be in the **FORMAT-IV**.
- 2.4.2 The EMD shall be forfeited in case of the following events:
- If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
  - If the Proposal is varied or modified in a manner not acceptable to the bidder after opening of Proposal during the validity period or any extension thereof.

- If the bidder tries to influence the evaluation process.
  - If the bidder fails to execute the project work in stipulated time frame.
- 2.4.3 The EMD shall be valid for a period of thirty (30) days beyond the validity of the Bid. The EMD, without interest, will be returned to the unsuccessful bidders within one (1) month after awarding the contract to the Successful bidder by issuing work order / letter of intent. In case of successful proposal, it will be treated as a part of the performance security.
- 2.4.4 The successful bidder shall have to deposit 10 (ten) % of the contract amount of the project towards Performance Guarantee cum security deposit. Such Performance Guarantee shall be deposited within fourteen (14) days of placing of the Letter of Intent. The Performance Guarantee shall be returned to the Successful Bidder within 1 (one) month after successful completion of the contract period.

## **2.5 Format and Signing of the Bid**

- 2.5.1 The bid and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 2.5.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.
- 2.5.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 2.5.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 2.5.5 Hard copy of the bids shall be signed by competent authority as per power of attorney.