GUJARAT ENERGY

SECTION I:
INSTRUCTIONS TO BIDDERS (ITB)

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF OFFICE (ONLINE) TYPE UPS SYSTEM

TENDER ID: 361296

GUJARAT ENERGY

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1. SALIENT FEATURES OF TENDER DOCUMENT

M/s Gujarat Energy Limited- GEL (Formerly known as M/s. Gujarat Gas Ltd). (hereafter referred to as OWNER/BUYER), invites competitive sealed BIDs from eligible and competent CONTRACTOR(s)/SELLER(s) (hereafter referred to as BIDDER/Bidder) in response to this ITT as per below details.

Tender reference number	**361296**
Tender description	**Supply, Installation, Testing and Commissioning of Office (Online) type UPS System**
Earnest Money Deposit (EMD) - Refer Clause No. 11 of ITB	As mentioned on the e-Tendering Portal
TENDER Fees - Refer Clause No. 12 of ITB	As mentioned on the e-Tendering Portal
Pre-bid Meeting – Refer Clause No. 7 of ITB	As mentioned on the e-Tendering Portal
Last date of BID submission (submission deadline for both physical and online bid)	As mentioned on the e-Tendering Portal
Validity of BID – Refer Clause No. 13 of ITB	As mentioned on the e-Tendering Portal
BID to be addressed to	**Primary, Technical as well as Commercial Bid Submission must be ONLINE only through nProcure portal.** **Original hard copy is required ONLY for Primary Bid in case EMD is submitted in the form of Bank Guarantee and which is required to be submitted at below address:** Asst. Vice President- Materials (c/o Ms. Shruti Parikh) Gujarat Energy Limited, Office No. 4 & 5, Ground Floor, IT Tower -2, Infocity, Gandhinagar – 382009; Gujarat
Contact person for techno-commercial matters	Ms. Shruti Parikh / Mr. Anil Prajapati Phone: 079-2673-7547 Email: shruti.parikh@gujenergy.com / anil.prajapati@gujenergy.com

2. GENERAL

2.1. TENDER DOCUMENT or ITT shall mean and include this Instructions to BIDDERs (ITB), Scope of Work and Technical Specifications, Schedule of Rates (SOR), Special Terms of CONTRACT (STC), General Terms of CONTRACT (GTC), including all Sub-Tenders, Annexures and Exhibits, Appendices, attachments etc.

2.2. BID shall mean offer submitted by BIDDER in line with requirements and terms & conditions of TENDER DOCUMENT for acceptance of OWNER.

2.3. TENDER BULLETIN shall mean any amendments, addenda, corrigendum etc. issued by the OWNER with respect to the TENDER DOCUMENT.

2.4. Throughout TENDER DOCUMENT, the term BID and TENDER and their derivatives (BIDDER/TENDERER, BID/TENDERED, BIDDING/TENDERING, etc.) are synonymous, and day means calendar day. Singular also means plural.

2.5. Failure to furnish all information required by the TENDER DOCUMENT or submission of BID not substantially responsive to the requirements of TENDER DOCUMENT in every respect shall be at BIDDER'S risk and may result in the rejection of the BID.

2.6. This ITT does not in any manner impose any legal obligations on OWNER or confer any rights on any other party in respect of the contents herein. Any contractual obligations or rights shall always be subject to a final and binding written CONTRACT executed between OWNER and the party claiming such contractual obligations or rights.

3. ONE BID PER BIDDER

3.1. A BIDDER shall submit only one bid in the same bidding process. A BIDDER who submits or participates in more than one bid, directly or indirectly, will result in disqualification of all the proposals, in which the BIDDER has participated. Alternative bids are not acceptable. By way of abundant caution, it is clarified that bids submitted by the partnership firm/proprietary firm having one or more common partner/same proprietor would be treated as submission of multiple bids by the same bidder resulting in disqualification of all such bids.

4. COST OF BIDDING

4.1. The BIDDER shall bear all costs associated with the preparation and submission of the BID and OWNER shall in no case be responsible or liable for this cost, regardless of the conduct or outcome of the BIDDING process.

5. SITE VISIT, IF APPLICABLE

5.1. The BIDDER is advised to visit and examine the sites of work and its surroundings and obtain for itself at his own responsibility, all information that may be necessary for preparation of the bid and entering into contract. The cost of visiting the site shall be at BIDDER's own expenses.

5.2. The BIDDER or any of its personnel or agents will be granted permission by the OWNER to enter upon its premises and land for examination, however it is subject to the express condition that the BIDDER, its personnel and agents, will release and indemnify the OWNER and its personnel and agents from and against any liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such examination.

5.3. Non familiarity with the site condition shall not be considered a reason either for withdrawal of BID after submission date or for extra claims. The cost of visiting the SITE shall be at the BIDDER'S own expense.

6. CONTENTS OF BID DOCUMENTS

6.1. The Bid Documents are those stated below - as applicable and should be read in conjunction with any corrigendum issued in accordance with clause 9 of Instructions to BIDDERs (ITB):

a) Section - I: Instructions To BIDDERs (ITB)
b) Section - II: Technical Scope of Work and/or Specifications
c) Section - III: Schedule of Rates (SOR)
d) Section - IV: General Terms of CONTRACT (GTC)
e) Section - V: Special Terms of CONTRACT (STC)
f) Section - VI: Forms and Formats

6.2. The BIDDER is expected to examine all instructions, forms, terms, specifications and drawings in the bid documents.

6.3. The Bidding Documents together with all its attachment thereto, shall be considered to be read understood and accepted by the BIDDER. Failure to furnish all information required by the Bid

Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at BIDDER's risk and may result in the rejection of the Bid.

7. PRE-BID MEETING

7.1. Pre-bid Meeting shall be held as per details mentioned in this ITB to address the queries, if any, related to the TENDER DOCUMENT and Scope of Supply / Work.

7.2. A prospective BIDDER requiring any information or clarification of the TENDER DOCUMENT should notify the OWNER in writing by e-mail / post / courier as mentioned in the TENDER DOCUMENT. All questions / queries should be received by OWNER at least 2 (two) working days before scheduled date of pre-bid meeting.

7.3. Though non-attendance of the pre-bid meeting shall not be a cause of disqualification of the BIDDER, the BIDDER should endeavor to attend the same.

7.4. Any BIDDER, whether or not attending the Pre-bid meeting, shall have no right whatsoever, to raise any queries or concerns regarding any part of the TENDER DOCUMENT, post completion of 1st day from the pre-bid meeting date. The OWNER shall not be liable to respond to any such communication received from any BIDDER, subsequent to such defined time period.

8. AMENDMENT TO BIDDING DOCUMENTS

8.1. At any time prior to the deadline for submission of BID, the OWNER may, for any reason, modify the TENDER DOCUMENT by issuing corrigendum (tender bulletin), to clarify requirements, provide additional information, extend bid submission deadline or notify changes to the TENDER DOCUMENT issued earlier.

8.2. Any such revisions, corrigendum/addendums, if any, to the tender, will be hosted on e-Tendering portal only.

8.3. Corrigendum shall become part of the TENDER DOCUMENT. Specified content mentioned in the Corrigendum(s) shall override such respective contents of TENDER DOCUMENT. BIDDER(s) shall take into consideration of all the Corrigendum(s) before submitting the BID.

8.4. The OWNER may, at its discretion, extend the date of submission of BID in order to allow the BIDDER(s) a reasonable time to furnish their most competitive BID taking into account the Corrigendum(s) issued.

9. LANGUAGE OF BID

9.1. The BID prepared by the BIDDER and all correspondence and documents relating to the BID exchanged by the BIDDER and OWNER shall be in English language.

9.2. If any printed literature furnished by the BIDDER is in another language, it should be accompanied by an English translation of its pertinent pages. In such cases, for purposes of the interpretation of the BID, the English translation shall prevail. If such English translation is not available, the submitted document in other language will be deemed null and void for the bid submitted.

10. ZERO DEVIATION ACCEPTANCE

10.1. This is a Zero Deviation Bidding process. BIDDER shall ensure compliance of all provisions of the TENDER DOCUMENT and submit their BID accordingly. BID with any deviation to the TENDER DOCUMENT conditions shall be liable for rejection.

10.2. BIDDER shall furnish a declaration for Zero Deviation Acceptance as per the format given on the eTendering portal under Primary Stage.

10.3. Conditional BID shall not be acceptable.

11. EARNEST MONEY DEPOSIT (EMD)

11.1. BIDDER shall submit Earnest Money Deposit (EMD) along with the BID, as Bid security for amount specified on the e-Tendering Portal and/or narrated in this clause, failing which the BID shall be rejected. Earnest Money Deposit (EMD) can be paid in the form of Bank Guarantee as per format given in Tender (Ref. Annexure - A) or through RTGS/ NEFT to following bank account. The UTR no. for the paid Earnest Money Deposit to be mentioned on (N) procure portal. *The Unique Transactions Reference* (UTR) number for the paid Earnest Money Deposit to be mentioned on (N) procure portal. OWNER will not be held responsible for any error while making online payment.

COMPANY NAME	GUJARAT ENERGY LIMITED (previously known as Gujarat Gas Limited)
BANK NAME	KOTAK MAHINDRA BANK LTD.
CURRENT A/C NO.	08792560000040
IFSC CODE	KKBK0000879

11.2. OWNER shall not be liable to pay any bank charges, commission or interest on the amount of Earnest Money Deposit (EMD).

11.3. The Earnest Money Deposit (EMD) of the all unsuccessful BIDDER (s) shall be returned by OWNER, without any interest whatsoever, directly to the BIDDER (s) after conclusion of Bidding Process.

11.4. Bid security submitted in the form of Bank Guarantee shall be obtained by the BIDDER from reputed Indian Nationalized / Scheduled bank, shall only be acceptable as directed by the latest applicable GR from Government of Gujarat. The Bank Guarantee shall be valid for 3 months beyond the Bid Validity Period reckoned from the bid due date.

11.5. The Earnest Money Deposit (EMD) of the successful BIDDER shall be returned, without any interest whatsoever, only after receipt of Contract/Performance Bank Guarantee after CONTRACT award, as stipulated in CONTRACT terms.

11.6. The Earnest Money Deposit (EMD) amount may be forfeited:

11.6.1. If any deviation from TENDER is sought by BIDDER with the submitted BID; or if BID is revoked, withdrawn or canceled by a BIDDER; or any term in the submitted BID is sought to be varied by a BIDDER, without the consent of OWNER in writing, during the Bid validity period.

11.6.2. If the BIDDER fails to accepts correction of errors pursuant to ITB Clause No. 18.

11.6.3. In case the BIDDER fails or declines to accept the CONTRACT or PURCHASE ORDER, awarded by OWNER in line with rates, terms & conditions mutually agreed in writing, including but not limited to withdrawing acceptance of the L1 rates, terms & conditions offered by the OWNER.

11.6.4. In case of successful BIDDER, if the BIDDER fails to submit required performance security/Bank Guarantee in accordance with the provisions of the CONTRACT.

11.7. In case of occurrence of any of the circumstances listed under ITB Clause No. 11.6 above, OWNER reserves the right to take punitive actions, including, but not limited to, termination of any on-going contract(s) with OWNER and debarment/blacklisting of the BIDDER from future tendering/contract award.

11.8. BIDDER(s) eligible for exemption from payment of Earnest Money Deposit (EMD), as per Government rules, shall submit any of the below mentioned certificate/ proof/ document, valid as on the last date

of bid submission, to substantiate the eligibility for exemption along with their bid within the bid submission deadline:

- **Micro, Cottage and Small Enterprise having a registration number under -**
  - Central Store Purchase Organization (CSPO) or
  - National Small Industries Corporation (NSIC)
  - Udyam Registration
  - Director General of Supply and Disposal

- **Any other specific type of firms exempted as per the Procurement Policy of Government of Gujarat.**

Exemption cannot be availed by:

- Firms registered as 'Medium' Enterprise under the Ministry of MSME (as per Udyam registration)
- Traders/ distributors/ sole agent.

12. TENDER FEES

12.1. Tender fees (non-refundable) shall be charged from each interested BIDDER who submits their BID equal to amount mentioned on the e-Tendering Portal.

12.2. Tender fee can be paid through RTGS/ NEFT to following bank account. The UTR no. for the paid tender fee to be mentioned on (N) procure portal. *The Unique Transactions Reference* (UTR) number for the paid tender fee to be mentioned on (N) procure portal. OWNER will not be held responsible for any error while making online payment.

COMPANY NAME	GUJARAT ENERGY LIMITED (previously known as Gujarat Gas Limited)
BANK NAME	KOTAK MAHINDRA BANK LTD.
CURRENT A/C NO.	08792560000040
IFSC CODE	KKBK0000879

12.3. OWNER shall not be liable to pay any bank charges, commission or interest on the amount of tender fees.

12.4. BIDDER(s) eligible for exemption from payment of Tender Fees, as per Government rules, shall submit any of the below mentioned certificate/ proof/ document, valid as on the last date of bid submission, to substantiate the eligibility for exemption along with their bid within the bid submission deadline:

- **Micro, Cottage and Small Enterprise having a registration number under -**
  - Central Store Purchase Organization (CSPO) or
  - National Small Industries Corporation (NSIC)
  - Latest Udyam Registration
  - Director General of Supply and Disposal
- **Any other specific type of firms exempted as per the Procurement Policy of Government of Gujarat.**

Exemption cannot be availed by:

- Firms registered as 'Medium' Enterprise under the Ministry of MSME (as per Udyam registration)
- Traders/ distributors/ sole agent.

13. BID VALIDITY PERIOD

13.1. The BID shall remain valid for period as specified on the eTendering portal reckoned from the last date of BID submission. A BID valid for a shorter period shall be rejected by OWNER as non-responsive.

13.2. The OWNER may, at its discretion, extend the bid due date in order to allow prospective BIDDERs, a reasonable time to furnish their most competitive bid considering the amendments issued.

13.3. A BIDDER agreeing to the request shall not be required or permitted to modify his BID, but shall be required to formally extend the validity of its Earnest Money Deposit (EMD) for the period of the extension.

13.4. In case a BID is revoked, withdrawn or canceled by a BIDDER; or any term in the submitted BID is sought to be varied by a BIDDER, without the consent of OWNER in writing, during the Bid Validity Period, the OWNER shall forfeit Earnest Money Deposit (EMD) paid by the BIDDER along with BID. The OWNER also reserves the right to temporarily or permanently blacklist the BIDDER in such cases.

14. BID PREPARATION

14.1. The detailed requirements, specifications and scope for items/ services required are prescribed in the TENDER DOCUMENT. The BIDDER is expected to examine all instructions, forms, terms and specifications mentioned in the TENDER DOCUMENT.

14.2. The BIDDER is expected to thoroughly examine and understand TENDER DOCUMENT including all exhibits, annexures, Forms, Formats, drawings etc., enclosed in the TENDER DOCUMENT, before submitting the BID.

14.3. The successful BIDDER shall be expected to complete the Scope of TENDER DOCUMENT within the period stated in the TENDER DOCUMENT.

14.4. Failure to furnish all information required by the TENDER DOCUMENT or submission of a BID not substantially responsive to the TENDER DOCUMENT in every respect shall be at the BIDDER'S risk and responsibility and may result in rejection of its BID.

14.5. The BIDDER shall quote non-zero prices and/or within the permissible limits for all the line items strictly unless the same is allowed elsewhere in the TENDER DOCUMENT. The BID shall be rejected if BIDDER does not quote for any line item in the SOR.

14.6. BIDDER shall quote for all the items of SOR after careful analysis of cost involved for the performance of the completed item considering all provisions and terms & conditions of the SOR. In case of any activity, though specifically not covered in description of item under SOR, required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, or any other part of TENDER DOCUMENT, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

14.7. BIDDER or any of its personnel or agents shall be granted permission by the OWNER to enter its premises and land for the purpose of such visits, but only upon the express condition that the BIDDER, its personnel, and agents shall indemnify the OWNER and its personnel and agents from and against all liabilities in respect thereof, and shall be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

15. SUBMISSION OF BIDS

15.1. BIDDER shall submit the entire BID including Primary Bid, Technical Bid including supporting documents of BIDDER Qualification Criteria (BQC) and Price Bid electronically on portal of n-procure (https://tender.nprocure.com) as detailed in the subsequent clause(s) below.

15.2. BID submitted by the BIDDER electronically on portal of n-procure shall be final and binding to the BIDDER in all respect. It is noted and understood that the owner of the Digital Signature which is used

for the BID submission electronically is having all the power and authorities, as required; on behalf of the BIDDER.

15.3. PRIMARY BID: Primary bid shall contain the following (formats as per either the eTendering portal or refer FORMS and FORMATS):

a) BIDDER Information Form with all supporting documents – ***Form to be filled up online provided on the eTendering portal***

b) Undertaking for unconditional acceptance of entire set of Tender Documents and Zero Deviation declaration – ***Form to be filled up online provided on the eTendering portal***

c) Earnest Money Deposit (EMD) for the amount & in the manner specified in Clause No. 11 of ITB (Ref. Format - B in case of Bank Guarantee submitted as EMD – BIDDER shall submit hard copy of original Bank Guarantee) with related document for exemption or RTGS/ NEFT/ details.

d) Tender fees for the amount and in the manner specified in Clause No. 12 of ITB with related document for exemption or RTGS/ NEFT details.

e) Declaration on 'Other Criteria' - ***Form to be filled up online provided on the eTendering portal***

In case there is/are any on-going and/or Past Litigation/Arbitration process of BIDDER with, either OWNER, or any of the OWNER Group Companies, BIDDER shall *attach/upload details /list of* such *Past as well as on-going* Litigation/Arbitration Proceedings, *which shall include the case no., date & year of filing litigation, the litigating parties, the subject matter of litigation, order(s) passed in litigation, present status of litigation, and the value of claim, if any.*

OWNER may evaluate the details of such litigation / arbitration proceedings and may at its sole discretions disqualify such bidder who is indulging in frivolous litigation/arbitration OR having history of initiating litigations/arbitrations, against OWNER or OWNER Group Companies; and proceed with the bidding process. Further, the bidder shall provide any additional details/clarifications as may be require by OWNER in this regard in time bound manner.

f) Declaration of Relationship with OWNER Employees – ***Form to be filled up online provided on the eTendering portal***

In case any Partner/Director/Proprietor of BIDDER Firm is/are Relative(s) of or have any financial or business transactions with any Employee(s) of OWNER, the same shall be notified/declared by the BIDDER. Further, in case such a conflict of interest arises post completion of tendering process or during the tenure of the Contract, the same shall be intimated to OWNER.

15.4. TECHNICAL BID: Technical bid shall contain following:

a) Supporting documents required for BID evaluation as per BQC mentioned in Clause No. 19 of this document.

b) All other details, data sheets & documents required to be submitted by the BIDDER as stipulated in the Technical Scope/Specifications.

15.5. **COMMERCIAL BID:** Unit Rates shall be strictly quoted /entered on the e-tendering portal as per the tendered Schedule of Rates (SoR). No hard copy submission will be accepted for commercial offer.

15.6. BID submitted/sent by e-mail, CD, DVD Pen Drive, facsimile etc. and/or to address other than one specifically stipulated in the TENDER DOCUMENT shall not be considered for opening/evaluation/award and shall be rejected.

15.7. BIDDERs are advised and encouraged to submit their BID on the eTendering portal well in time without waiting until the closure of the Bid Submission Date/Time. The onus for submission of BID within the stipulated Bid Submission Closing Date & time lies entirely with the BIDDER. OWNER shall not be responsible for any issues related to non-submission of BID by the BIDDER on the eTendering portal for any reasons.

16. MODIFICATION OR WITHDRAWAL OF BIDS

16.1. The BIDDER may modify, re-submit or withdraw its BID after the BID submission, provided that written notice for modification/withdrawal is submitted to designated OWNER'S representative, before the due date of submission of BID.

16.2. Modification shall be prepared, sealed and clearly marked by “Modification” / “Clarification” on the envelope.

16.3. No BID shall be modified after the deadline for submission of BID. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the BIDDER on the bid form. Withdrawal of a bid during this interval shall result in the BIDDER's forfeiture of its bid security, pursuant to clause No. 11 of ITB, and appropriate action as per the OWNER’s prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on OWNER Website.

16.4. In case offered L1 rates acceptance is subsequently revoked, withdrawn or cancelled by a BIDDER OR in case such BIDDER declines to accept the awarded CONTRACT/PURCHASE ORDER, for any reasons whatsoever, the same will be construed as “Bid withdrawal”. Such withdrawal at any stage within BID/Rate Acceptance validity shall result in forfeiture of BIDDER's bid security, pursuant to Clause 11 of ITB, and appropriate action as per OWNER’s prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on OWNER Website.

17. EXAMINATION OF BIDS

17.1. The OWNER shall examine the BID(s) to determine whether they are complete and responsive, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and sealed, and whether the BID are generally in order.

17.2. BIDDER is required to furnish the complete and correct information / documents required for evaluation, as specified in TENDER. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the BID and/or forfeiture of Earnest Money Deposit (EMD) and/or temporary or permanent debarment /blacklisting of BIDDER by OWNER for future business and/or appropriate action as per the OWNER’s prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT / COLLUSIVE /COERCIVE PRACTICES available on OWNER Website.

17.3. In case, the information / document furnished by the BIDDER forming basis of evaluation of his BID is found to be false / forged after the award of the CONTRACT, the OWNER shall have full right to terminate the CONTRACT and get the remaining job executed at the risk & cost of such BIDDER without any prejudice to the other rights available to OWNER under the CONTRACT such as withholding / forfeiture of Performance Bank Guarantee/ Security Deposit, any other payment etc. and/or appropriate action as per the OWNER’s prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES available on OWNER Website.

17.4. In case this issue of submission of false document comes to the notice after execution of work, the OWNER shall have full right to withhold/forfeit any amount due to the BIDDER along with

withholding/ forfeiture of Bank Guarantee/Security Deposit furnished by the BIDDER, along with temporary or permanent blacklisting of BIDDER for future business with OWNER and/or appropriate action as per the OWNER's prevailing Policy for ACTIONS TO BE TAKEN AGAINST VENDORS/ CONTRACTORS FOR DEFAULTS IN TENDER/CONTRACT TERMS, DISCHARGE OF CONTRACTUAL OBLIGATIONS, CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES available on OWNER Website.

17.5. No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those BIDDERs, whose Techno-commercial / Un Priced bid contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened. Conditional bids will not be accepted.

17.6. The OWNER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it will be rejected by the OWNER and may not subsequently be made responsive by the BIDDER by correction of the non-conformity.

17.7. The OWNER will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects and qualification criteria are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the OWNER will examine and compare the technical aspects of the bids on the basis of the information supplied by the BIDDERs.

17.8. Overall completeness and compliance with the Technical Specifications, quality functions and operations of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.

17.9. In case BIDDER is blacklisted or put on holiday or debarred by OWNER or any of the OWNER Group Companies, during BID evaluation / empanelment period/award period, shall make the BIDDER liable for disqualification for tender/contract award, at the sole discretion of OWNER.

17.10. Vendor indulging in frivolous litigation/arbitration OR having history of initiating litigations/arbitrations, against OWNER or OWNER Group Companies, will not be considered as eligible for bidding process.

17.11. BID submitted by the BIDDER electronically on portal of n-procure shall be final and binding to the BIDDER in all respect. The bid submitted online using digital signature of BIDDER Firm validly registered with the eTendering portal and shall be deemed to have all the required authorities and bid submitted shall be binding to the Firm.

18. CLARIFICATIONS / SHORTFALL DOCUMENTS SUBMISSION

18.1. BIDDERs are advised and encouraged to ensure submission of complete & comprehensive information/documentation in the first instance itself with all necessary documents as listed in Clause No. 15 above.

18.2. After submission of bid, during Primary/Technical Bid Evaluation, OWNER may, at its discretion, seek clarifications/submission of shortfall documents from BIDDER. However, there is no obligation on part of OWNER to seek any additional/missing details not submitted in the first instance.

18.3. The request for clarifications/submission of shortfall documents shall be issued via eTendering Portal & BIDDER need to respond within the date and time as specified on the eTendering Portal. If the BIDDER does not comply or respond by the stipulated timeline, the bid will be liable for rejection / disqualification.

18.4. Only related shortfall documents as required by the Bidder Qualification Criteria (BQC) / BQC Checklist may be sought during Primary and/or Technical Evaluation (as applicable considering eTendering portal provision) to address any missing or incomplete information in the original bid submission by the BIDDER.

18.5. The shortfall information/ documents submitted by the BIDDER in response to Clarification Request / Query raised by OWNER shall be historical data and/or documents based on the historical data which pre-existed at the time of the final bid submission date and which have not undergone change since then.

18.6. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification raised by the BIDDER shall be responded.

18.7. In all cases, once the Bid Evaluation is concluded, no shortfall documents of whatsoever nature will be sought OR accepted.

18.8. As per Clause No. 10, in case BIDDER submits BID with any deviation to the TENDER DOCUMENT conditions, the BID shall be liable for rejection & no shortfall documents or clarification will be sought from such BIDDER.

18.9. Pursuant to Clause No. 17.2, if the information / documents forming basis of evaluation is found to be false / forged, OWNER shall neither seek nor allow any additional/alternate document submission against the false / forged document & appropriate action will be initiated as per OWNER prevailing Policy.

18.10. OWNER reserves the right for acceptance or rejection of any/all documents received during Evaluation.

19. ARITHMETIC CORRECTIONS

19.1. In case of any discrepancy between prices in figures and prices in words, the prices in words shall be valid and binding. In case of any error in total indicated by the BIDDER, the unit price alone shall be considered valid and binding on the BIDDER. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

If the BIDDER does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

20. BIDDER EVALUATION/QUALIFICATION CRITERIA (BEC/BQC):

20.1. The BIDDER who intends to participate shall submit all the necessary supporting documentary evidence mentioned below for qualification & to establish the BIDDER'S claim of meeting BEC/BQC. Bid Qualification Criteria (BQC) attached for your reference.

20.2. The job executed by a BIDDER for its own concern cannot be considered as experience for Bid evaluation.

NOTE: The validity of qualification under the above tenders will be 1 year from the date of commercial bid opening. Qualified bidders may be considered as empanelled bidders for any subsequent new requirements for the above tendered categories during this period, at the sole discretion of OWNER.

21. NON-TRANSFERABILITY OF THE TENDER DOCUMENTS

21.1. Tender Documents are non-transferable. The BIDDER to whom the tender documents are issued may only furnish the bid in case of limited tender and the bid received from any party, other than to whom the tender documents are issued, shall be rejected, immaterial of fact of any relationship between the party to whom tender documents are issued and the party, who furnished the bid.

22. EVALUATION AND COMPARISON OF BIDS

22.1. The OWNER will evaluate and compare bids previously determined to be substantially responsive pursuant to requirements stated in the ITB.

22.2. The evaluated price of bidders shall include the following or as asked for in the SOR:

a) Total Price shall be inclusive of packing, forwarding, transportation and any other costs incidental for delivery of goods to the designated site, installation, testing, pre-commissioning, commissioning including transit insurance and all insurance required till commissioning, as applicable.

b) The Price evaluation will be carried out by OWNER on entire Tender Basis. However, OWNER reserves the right to award CONTRACT considering lowest evaluated bid or rates based on the least cost to the OWNER at its sole discretion.

22.3. The OWNER may, at its discretion, reserves the right to open the commercial bids of technically qualified bidders at any time, post completion of evaluation of technical stage on n-procure. The OWNER shall not be liable to respond to any such communication from any BIDDER, subsequent to the opening of technical stage and/or commercial stage, without incurring any liability to the affected BIDDER or BIDDERs or any obligations to the affected BIDDER or BIDDERS, the reason for the OWNER's action.

22.4. In all cases, the OWNER will accept only single L1 bid. In case more than one L1 bid is received, OWNER may at its sole discretion conduct eReverse Auction and/or Commercial negotiations with all the L1 bidders to derive the single L1 bid. If more than one L1 bids are received again after the eReverse Auction and/or Commercial negotiations, the single L1 BIDDER will be decided through manual draw system to be conducted in presence of all the L1 BIDDERs.

22.5. In cases where more than one identical non-L1 Bids are received, OWNER may at its sole discretion may select required number of Contractors through manual draw system to be conducted in presence of all such non-L1 BIDDERs.

23. AWARD CRITERIA

23.1. OWNER will award the CONTRACT to the BIDDER qualified as per criteria mentioned in ITB Clause No. 19 and whose bid has been determined to be the lowest evaluated bid pursuant to ITB Clause No. 21. The CONTRACT will not be awarded to any other party proposed by the BIDDER, irrespective of the nature of relationship of BIDDER with any other party.

22.2 OWNER reserves the right to split the quantities among more than one BIDDER at it's sole discretion without assigning any reason with split ratio of minimum 60% of total business volume to the L1 BIDDER and balance business volume to non L1 BIDDERs subject to acceptance of the L1 rates and in order of their Commercial ranking. Preference for placing the significant quantum of order by OWNER will be on the successful BIDDER whose bid has been determined to be the lowest evaluated bid. The quoted rates should hold good for such eventualities.

22.3 In case none of non-L1 BIDDERS accept the L1 unit rates, OWNER may, at it's sole discretion, award the full tendered volume of respective Tender/SOR/Cluster/Location/GA/Sub-Tender to L1 BIDDER. In such case, the L1 BIDDER shall be bound to perform & deliver as per awarded volume in line with OWNER business requirement & as per contractual obligations. The quoted / negotiated rates should hold good for such eventualities.

24. OWNER'S RIGHT TO VARY QUANTITIES

24.1. OWNER reserves the right to increase or decrease the quantities specified in the Schedule of Rates during the CONTRACT period, without any change in unit price or other terms and conditions.

24.2. BIDDER shall note that the quantities mentioned against each item of Schedule of Rates are tentative only and subject to change based on actual requirements. The OWNER, at its sole discretion, may consider partial Schedule of Rates based on actual requirements for award of CONTRACT. The quoted rates should hold good for such eventualities.

24.3. The unit rates quoted by the BIDDERs shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission except as specified in the Tender Documents.

25. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

25.1. OWNER reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected BIDDER or BIDDERs or any obligations to inform the affected BIDDER or BIDDERS the reason for the OWNER's action.

26. NOTIFICATION OF AWARD

26.1. Prior to the expiration of period of bid validity in accordance with ITB Clause No. 13, the OWNER will notify regarding the award of CONTRACT to the successful BIDDER(s) by e-mail/letter. The notification of award will constitute the formation of the CONTRACT.