GUJARAT GAS

SECTION I:
INSTRUCTIONS TO BIDDERS (ITB)

RATE CONTRACT FOR SUPPLY OF FILTER ASSEMBLY 150 CLASS FOR VARIOUS GUJARAT LOCATIONS OF GGL

Open e-TENDER ID- 472677

GUJARAT GAS

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1. SALIENT FEATURES OF TENDER DOCUMENT

M/s Gujarat Gas Ltd. (hereafter referred to as OWNER/BUYER), a GSPC Group Company, 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	GGL/E-TENDER/2021-22/FILTER_ASSEMBLY/021
Tender description	SUPPLY OF FILTER ASSEMBLY 150 CLASS FOR VARIOUS GUJARAT LOCATIONS OF GGL
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.** **Hard copy in original is required ONLY for Primary Bid including Tender Fee, EMD/BID SECURITY DECLARATION and other Forms and Formats are to be submitted in Original hard copy at below address:** Asst. Vice President- Materials Gujarat Gas Limited, 9th Floor, Avdhesh House, Opposite Guru Govind Gurudwara, S.G Highway, Ahmedabad- 380054
Contact person for techno-commercial matters	Mr. Paresh Patel Phone: 9824312996 Email: paresh.patel@GUJARATGAS.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 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 and 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 ITB Clause No. 0 above 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, subsequent to the meeting. The OWNER shall not be liable to respond to any such communication from any BIDDER, subsequent to the pre-bid meeting.

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. 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.

8.3. 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.

8.4. Corrigendum(s) shall be issued to all BIDDER(s) to whom TENDER DOCUMENT have been issued. BIDDER shall retain and attach copy of Corrigendum(s) duly signed & sealed along with his BID submission.

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 on letter heads as per the format given in Tender (Ref. Form F-2).

10.3. BIDDER should note that no technical and commercial clarifications shall be sought for after the submission of the BID.

10.4. Conditional BID shall not be acceptable.

11. EARNEST MONEY DEPOSIT (EMD)

11.1. BIDDER shall submit "BID SECURITY DECLARATION" in the prescribed format given under FORMS AND FORMATS.

11.2. Alternatively, the BIDDER may submit Earnest Money Deposit (EMD) In lieu of the "BID SECURITY DECLARATION along with the BID, as Bid security for amount specified in ITB Clause No-0 above, 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. Form F-6A) or through RTGS/ NEFT to following GGL 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 GAS LIMITED
BANK NAME	KOTAK MAHINDRA BANK LTD.
CURRENT A/C NO.	08792560000040
IFSC CODE	KKBK0000879

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

11.4. 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.

11.5. 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.

11.6. 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.

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

11.7.1. 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.

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

11.7.3. In case the BIDDER fails or declines to accept the awarded CONTRACT or PURCHASE ORDER, awarded by OWNER in line with rates, terms & conditions mutually agreed in writing

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

11.8. In case of occurrence of any of the circumstances listed under ITB Clause No. 11.7 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.

11.9. BIDDER(s) eligible for exemption from payment of Earnest Money Deposit (EMD), as per Government rules, shall submit the relevant 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.

12. TENDER FEES

12.1. Tender fees (non-refundable) shall be charged from each interested BIDDER who submits their BID equal to amount mentioned in ITB Clause No. 0 above.

12.2. Tender fee can be paid through RTGS/ NEFT to following GGL 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 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 the relevant certificate/ proof/ document, valid as on the last date of bid submission, to substantiate the eligibility for exemption.

13. BID VALIDITY PERIOD

13.1. The BID shall remain valid for period as specified in ITB Clause No-0 above. 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 taking into account 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 for all the line items strictly as per format for SCHEDULE Of RATES (SOR) enclosed/published with the TENDER DOCUMENT. The BID is liable to be rejected if there is any deviation from the SCHEDULE Of RATES (SOR) format, item/ service description, unit of measurement, quantities or any other format, condition or content prescribed in the TENDER DOCUMENT. The BID shall be rejected if BIDDER does not quote for any line item in the SCHEDULE Of RATES (SOR).

14.6. BIDDER shall quote for all the items of SCHEDULE Of RATES (SOR) after careful analysis of cost involved for the performance of the completed item considering all provisions and terms & conditions of the SCHEDULE Of RATES (SOR). In case of any activity, though specifically not covered in description of item under SCHEDULE Of RATES (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. The 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.

14.8. Copy of Invitation for Bid letter along with its enclosures accompanying the TENDER DOCUMENT and all further correspondence shall be submitted with sign and seal with the BID.

14.9. All the pages of all sections of TENDER DOCUMENT shall be signed and sealed at the lower right hand corner by the BIDDER or by a person holding 'power of attorney' authorizing him/her to sign on behalf of the BIDDER before submission of BID.

14.10. All correction(s) and alteration(s) in the BID shall be signed and sealed in full by the BIDDER. No erasure or over writing is permissible.

14.11. If the TENDER DOCUMENT are submitted in company's name, a `Power of Attorney', in the format given in Tender (Ref. Form F-4), in favour of the person who is authorized to sign BID on behalf of the company, must accompany the BID.

15. SUBMISSION OF BIDS

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: https://www.nprocure.com) as detailed below:

15.1. PRIMARY BID: Primary bid shall contain following:

a) Bidder Information Form with all supporting documents (Ref. Form F-1)

b) Undertaking for unconditional acceptance of entire set of Tender Documents and Zero Deviation declaration on letter head in the manner specified in Clause 10 of ITB (Ref. Form F-2).

c) Declaration of quoting non-zero rates (Ref. Form F-3)

d) Power of Attorney – as applicable, in the name of authorized person submitting the bid on behalf of company (Ref. Form F-4)- shall submit hard copy of original Power of Attorney as a "Packet 1

e) Confirmation on compliance to PF and ESIC/WCP Act – as applicable, along with relevant registration documents for the same. (Ref. Form F-5)

f) Earnest Money Deposit (EMD) for the amount & in the manner specified in Clause No. 11 of ITB (Ref. Form F-6A in case of Bank Guarantee submitted as EMD shall submit hard copy of original Bank Guarantee as a "Packet 1" on or before due date as addressed referred in "BID to be addressed to address") with related document for exemption or RTGS/ NEFT/ details.

OR

"BID SECURITY DECLARATION" in the prescribed format on Rs. 300 stamp paper (Ref. Form F-6B)

g) 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.

h) GST Registration Number (GSTIN), copy of PAN Card along with other supporting documents.

15.2. TECHNICAL BID: Technical bid shall contain following:

a) Supporting documents required for BID evaluation as 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.

Note: In case any of the above are not uploaded under Technical Bid, the BID may be disqualified in totality and will not be considered for further evaluation.

15.3. **COMMERCIAL BID:** Unit Rates shall be strictly quoted /entered on the e-tendering portal. No hard copy submission will be accepted for commercial offer.

15.4. 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.

BID received after stipulated last date and time, due to any reasons whatsoever, including postal delays shall be rejected.

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 11 of ITB.

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 blacklisting of BIDDER by OWNER for future business and/or appropriate action as per the OWNER’s prevailing Policy GUIDELINE PERTAINING TO CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES.

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 GUIDELINE PERTAINING TO CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES

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 GUIDELINE PERTAINING TO CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES.

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.

18. ARITHMETIC CORRECTIONS

18.1. 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.

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

19. BIDDER EVALUATION/QUALIFICATION CRITERIA (BEC/BQC) - Attached separately

19.1. 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.

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

19.3. To assist in the examination, evaluation and comparison of BID, OWNER may, at its discretion, ask the BIDDER for a clarification of its BID. The request for clarification and the response shall be in writing and no changes in the price or substance of the BID shall be sought, offered or permitted.

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 empaneled bidders for any subsequent new requirements for the above tendered categories during this period, at the sole discretion of GGL.

20. NON-TRANSFERABILITY OF THE TENDER DOCUMENTS

20.1. 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.

21. EVALUATION AND COMPARISON OF BIDS

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

21.2. 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 individual line item 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.

21.3. 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. AWARD CRITERIA

22.1. 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. 20. 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 its sole discretion without assigning any reason with split ratio of 60:40 between L1 & L2 bidders or 60:20:20 between L1, L2 & L3 bidders subject to acceptance of the rates. 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.

23. OWNER'S RIGHT TO VARY QUANTITIES

23.1. 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.

23.2. 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.

23.3. 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.

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

24.1. 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.

25. NOTIFICATION OF AWARD

25.1. 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.