



INSTRUCTIONS TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS (ITB)

GENERAL

1. SCOPE OF BID:

- 1.1. The Employer/Purchaser/Owner/GAIL as defined in the General Conditions of Contract, hereinafter "the Employer" wishes to receive bids as described in the Bidding Documents.
- 1.2. The scope of work is given in the Technical Part of the Bidding document.
- 1.3. The successful bidder will be expected to complete the Scope of Bid within the period stated in Special Conditions of Contract.
- 1.4. Throughout this bidding documents, the term "bid" and "tender" and their derivatives ("bidder/tenderer", "Bid/tendered/tender", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS:

- 2.1 Bidder shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the Bid to commit the bidder.
- 2.2 Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting qualification criteria.
- 2.3 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and his qualifications to perform the Contract if his bid is accepted.
- 2.4 The invitation of bid is open to any bidder.
- 2.5 The bidder shall not be under a declaration of ineligibility by Employer/Consultant for corrupt or fraudulent practices as defined in ITB clause no. 39.
- 2.6 The bidder is not put on holiday by GAIL or EIL or black listed by any Government Department/ Public Sector on due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.

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 will cause all the proposals in which the bidder has participated to be disqualified.

4. COST OF BIDDING

- 4.1. The bidder shall bear all costs associated with the preparation and submission of the bid, and Employer / Consultant, will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

5. SITE VISIT

- 5.1. Location of Site- Location of Site is as per Schematic drawing No. A027-010-16-71-3001 Rev.0 as attached with Technical documents.
- 5.2. The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at Bidder's own expenses. Claims and objections due to ignorance of existing conditions will not be considered after submission of the bid and during implementation.

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- 5.3. The bidder and any of his personnel or agents will be granted permission by the Employer/Consultant to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify the Employer/Consultant and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result hereof. Employer/Consultant shall provide necessary assistance, if required, to the bidder(s) for the purpose of site visit.

BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENT

- 6.1. The bid documents hosted on GAIL and EIL Websites are as stated below and should be read in conjunction with any addenda issued / hosted in accordance with clause 8 of ITB:

Volume I of II : Commercial - I

Volume II of II: Technical - II

- 6.2. The bidder is expected to examine IFB, e-bidding guidelines on GAIL website, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. The Invitation for Bid (IFB) 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 Bidding Documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

7. CLARIFICATION ON BID DOCUMENTS

- 7.1. A prospective bidder requiring any information or clarification of the bidding documents, may notify the Employer / Consultant in writing by e-mail / fax / post at Consultant's mailing address indicated in the bid document (Engineers India Ltd., Engineers India Bhawan, 1 Bhikaiji Cama Place, New Delhi – 110066, India. Fax No. 0091 11 26167664 / 26191714). All questions / queries should be referred to Consultant at least 03 (Three) days before scheduled date of pre-bid meeting.

8. AMENDMENT OF BID DOCUMENTS

- 8.1. At any time prior to the deadline for submission of bids, the Employer/Consultant may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the bidding documents by issuing addenda.
- 8.2. Any addendum thus issued shall be part of the bidding documents. The addendum will be hosted on the GAIL websites <http://www.gailonline.com>, <https://etender.gail.co.in>, EIL website <http://indianprocessplants.com> and Govt.'s website <http://tenders.gov.in>. All the prospective bidders who have downloaded the bidding document shall be informed by e-mail / Fax about the addendum for their reference. Bidders have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications issued / web hosted, before submitting the bid.
- 8.3. The Employer / Consultant may, at its discretion, extend the date of submission of bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

PREPARATION OF BIDS

9. LANGUAGE OF BID

- 9.1. The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Employer/Consultant shall be in English Language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

10. DELETED

11. DOCUMENTS COMPRISING THE BID

- 11.1. The e-bid prepared by the bidder shall comprise the following:

11.2. E-Envelope- I: Superscribing Techno-Commercial Un-Price Bid (PART-I)

- 11.2.1. Part – I: Techno-commercial / Un-priced bid and shall contain the following duly e-signed on each page.

- a. Covering letter.
- b. Bidder's General Details/information as per **FORM F-1**.
- c. Power of Attorney in original physical form in favour of person (s) signing (digitally signing) the bid that such person (s) is/are authorised to sign (e-sign) the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- d. Bid Form and Appendix to Bid form as per **FORM F-2**.
- e. Bid security/EMD in accordance with Clause Cl.15 of "ITB" shall be furnished in Original in physical form either in the form of Banker's Cheque/Bank Draft payable to GAIL at New Delhi or Bank Guarantee as per **FORM F-3**.
- f. Details of similar work done during past seven years as per **FORM F-4**.
- g. Details of Specific experience as per **FORM F-5**
- h. Financial and annual turnover details as called for in qualifying requirements as per **FORM F-6(A), 6(B) & 6(C)**. Bidder shall submit complete copy of audited Annual Reports for the last three years (as indicated in IFB).
- i. Compliance to Bid Requirement as per Proposal **FORM F-7**.
- j. Details of PF Registration No. as per proposal **FORM F-8**.(applicable for domestic bidder)
- k. Reply to Commercial Questionnaire **FORM F-9**.
- l. Letter of authority in original physical form in favour of any one of bidder's executive having authority to attend the Pre-bid, un-priced and price bid opening on specified dates and venue as per **FORM F-10**.
- m. List of Enclosures as required in **FORM F-11**.
- n. Check list duly filled in as per **FORM F-12**.
- o. Bidder's queries for pre-bid discussion as per **FORM F-13**.
- p. Certificate Indemnifying Govt. of India as per Proposal **FORM 14**.
- q. List of Consultants / Sub-contractors / Back-up Agency, if any, and Memorandum of Understanding (MOU) clearly defining their involvement and responsibility in this work.

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- r. Fresh Solvency Certificate from bidder bankers. Date of issue of this certificate should not be later than 01 (One) year from due date of opening of Techno-Commercial Part.
- s. Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company.
- t. Bidder's declaration that they are not under any liquidation, court receiver ship or similar proceedings and not been banned/ delisted by any Government or Quasi Government agencies of PSU as per Proposal **FORM 15**.
- u. The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority. Accordingly bidder to furnish the confirmation as per **Form-16** attached in the Proposal forms along with documents from appropriate authority
- v. Project Schedule in the form of Bar Chart
- w. Compliance to deployment of minimum construction equipments and supervisory personnel for completing the scope of work in the stipulated time schedule.
- x. As a confirmation that prices are quoted in requisite format strictly complying with the requirement in envelope-II (price bid), copy of complete price schedule, as submitted by the bidder with the price bid (with prices blanked out), shall be enclosed in techno-commercial bid mentioning, "quoted" against each item.
- y. Master Index and copies of all technical and commercial amendments/addendums issued, duly signed and stamped on each page as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid.
- z. Any other information/ details required as per requirement of bidding documents like technical details/documents, duly filled, signed and stamped Integrity Pact etc.

Note: Bidder to provide file/folder names exactly as given in the list. In case there is no format the file/folder can be titled by first three or four words.

11.3. E-Envelope II: Superscribing "Price Bid – Not to Open with Techno – Commercial Un Price Bid"- (PART-II)

11.3.1. Part – II : Price Bid

11.3.1.1. Part – II shall contain original Schedule of rates (SOR) duly filled, signed and stamped on each page.

11.4. Envelope III; Superscribing "Bid Security"- PART-III in physical form.

11.4.1. Part-III: Bid Security in original physical form.

11.4.1.1. Part-III shall contain one original and five copies of Bid security in separate sealed envelopes.

11.5. Envelope IV; Superscribing "Bidding Document Fee"- PART-IV in physical form.

11.5.1. Part-IV : Bidding document fee.

11.5.2. Part-IV shall contain original bidding document fee as explained in the IFB.

11.6. Envelope V; Superscribing "Power of Attorney"- PART-V in physical form.

11.6.1. Part-V: Power of Attorney.

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11.6.1.1. Part-V shall contain original Power of Attorney in the name of signatory of bid.

12. BID PRICES

12.1. The bidder shall e-quote bid prices on the appropriate Excel format for "Schedule of rates" enclosed as part of bidding document.

12.2. The bidder shall e-quote the prices for items in the Schedule of rates after careful analysis of cost involved for the performance of complete work considering all parts of the bidding documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of bidding document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

12.3. Unless stated otherwise in the bidding documents, the Contract shall be for the total works as described in Bidding Document for the specified Sections (as specified in the IFB) for which bidder intends to quote based on the prices in Schedule of rates submitted by the bidder and accepted by the Employer/Consultant. Bid for part scope of work quoted sections shall be rejected.

12.4. Prices must be filled in format for 'Schedule of rates' enclosed as part of bidding document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

12.5. All duties and taxes including Service Tax, Works Contract tax, excise duty, sales tax/VAT, Turnover Tax, custom duty and other levies or any other statutory payment payable by the Contractor under the Contract, or for any other cause, shall be included in the Schedule of rates.

12.6. **Bidders shall quote their rates inclusive of Service Tax at full rate (current rate: 10.3 %) on the material and services provided by them.**

12.7. The bidder shall provide break-up of taxes and duties in the Statement of Taxes and Duties attached with the SOR in their priced bid and submit a copy of the same in the unpriced bid indicating only the percentage. Bidder shall provide Cenvatable bills so that GAIL can claim the Cenvat benefit as per rule.

12.8. Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.

12.9. Bidder may note that Employer / Consultant will not issue any concessional form for CST / LST.

12.10. The Bidder shall quote the prices both in figures as well as in words, as per the requirement. There should not be any discrepancies between the price indicated in figures and the price indicated in words.

12.11. Alternative bids shall not be considered.

12.12. Discount, if any, must indicate in the column provided in Schedule of rates only. Conditional discount, if offered, shall not be considered for evaluation.

13. BID CURRENCY:

13.1. Indian bidders shall quote the prices in Indian Rupees only and receive payment in Indian Rupees.

14. PERIOD OF VALIDITY OF BIDS

14.1. The bid shall remain valid for acceptance for three (03) months from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.

14.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer/ Consultant may request that the bidder extend the period of validity for a

specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 15 in all respects.

15. BID SECURITY

15.1. The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.

15.2. The bid security is required to protect the Employer against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to clause 15.7 of ITB.

15.3. The bid security in Indian Rupees for bidders quoting shall be in the form of Demand Draft/ Banker's Cheque in favour of GAIL (India) Ltd., payable at New Delhi (issued by Indian Nationalised/Scheduled bank or first class international bank) or in the form of an irrevocable Bank Guarantee in favour of GAIL (India) Ltd. as per format enclosed at **F-3**.

GAIL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

In case, bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian scheduled Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank in case of Indian Bidder and from any reputed International Bank or Indian Scheduled Bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 14 of ITB i.e. **03 (Three)** months beyond deadline for bid submission.

15.4. Any bid not secured in accordance with clause 15.1 & 15.3 shall be rejected by GAIL as non-responsive.

15.5. Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by GAIL pursuant to clause 14.

15.6. The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 34 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 38 of ITB.

15.7. The bid security may be forfeited:

15.7.1. If a bidder withdraws its bid during the period of Bid validity.

15.7.2. In case of a successful bidder, if the bidder fails:

- i) to accept the award in accordance with clause 34 of ITB or
- ii) if a Bidder withdraws its bid during the period of Bid validity specified by the bidder on the bid Form, or
- iii) if a Bidder modifies his bid during the period of Bid Validity except if such modification is solicited by GAIL/EIL in writing, or
- iv) to accept the arithmetic corrections pursuant to clause 31 of ITB and/or

- v) in case of a successful Bidder, if the Bidder fails, within the specified period
 - a) to sign the Contract and
 - b) to furnish the performance guarantee in accordance with Clause 38 of ITB.

15.8. Bid security should be in favour of GAIL (India) Limited, New Delhi and addressed to GAIL. Bid security must indicate the bid document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be in the format provided at Form F-3

15.9. Central Public Sector Undertakings of Government of India and firms registered with NSIC are exempted from furnishing Bid Security, provided they are registered for the quoted items and subject to their enclosing with their bid a copy of latest and current registration certificate.

16. PRE-BID MEETING

16.1. The bidder (s) or his designated representative, who have downloaded the bid document and have confirmed their intention to bid are invited to attend a pre-bid meeting which will take place at Engineers India Limited, 1, Bhikaiji Cama Place, New Delhi – 110 066, India.

16.2. The purpose of meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage.

Session will also be arranged for bidders to demonstrate the e-Tendering system to facilitate bidders to submit the Bid Online.

16.3. The bidder is requested, as far as possible, to submit any queries by courier or by fax to reach Employer/Consultant's office not later than **03 (Three) days** before the meeting. It may not be practicable at the meeting to answer queries received late, but queries and responses/clarifications will be transmitted in accordance with the following sub-clause.

16.4. The text of the queries raised and the responses given, together with any responses prepared after the meeting will be transmitted without delay (without identifying the sources of the questions) to all who have purchased or downloaded the bidding documents. Any modifications of the bidding documents listed in clause 6.1 of ITB that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to clause 8 of ITB and not through the minutes of the pre-bid meeting

16.5. Non- attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

17. FORMAT AND SIGNING OF BID

17.1. The bidder shall submit e-bid as per the provisions given in this IFB on GAIL's e-tender website: (<https://etender.gail.co.in>) as per guidelines given therein.

17.2. The e-bid shall be signed (e-signed) by the person or persons duly authorised to sign on behalf of the bidder. The digital signature used for signing the bid shall be issued in the name of such authorised person and the certificate details, available from the signed documents, should indicate the details of the signatories. All documents/files of the bid shall be signed by using the digital signature issued in the name of the person having valid POA at the time of bid submission. Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.

17.3. The bid shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the bid.

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18. ZERO DEVIATION:

- 18.1. Bidder to note that this is a ZERO deviation bidding document. Employer / Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical / commercial aspect of the offer. Bidders may note that no technical and commercial clarifications will be sought for after the receipt of the bid.
- 18.2. Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder:
- 18.2.1. Firm prices
 - 18.2.2. Earnest money deposit (EMD) / Bid bond
 - 18.2.3. Scope of work
 - 18.2.4. Specifications
 - 18.2.5. Price schedule
 - 18.2.6. Delivery / Completion Schedule.
 - 18.2.7. Period of validity of bid
 - 18.2.8. Price Reduction Schedule (PRS).
 - 18.2.9. Performance Bank Guarantee (PBG) / Security Deposit.
 - 18.2.10. Guarantee
 - 18.2.11. Arbitration / Resolution of dispute
 - 18.2.12. Force Majeure.
 - 18.2.13. Applicable laws
 - 18.2.14. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
 - 18.2.15. In case Bidder stipulate deviations, Owner/ EIL have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidder to make good such deficiency.

19. E-PAYMENTS

- 19.1. GAIL (India) Limited has initiated payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder should have an account with HDFC Bank or ICICI Bank or State Bank of India so that the payment through e-banking be made to the bidder, in case work is awarded to him. The bidder should give their account number and other details in any one of the above banks to facilitate payment through E-banking.

20. DELETED

SUBMISSION OF BIDS

21. SEALING AND MARKING OF BIDS

- 21.1. E-Bid shall be submitted in the following manner in separate e-envelopes with file names as per the details given below:
- Part-I – Techno-commercial / un-priced bid
 - Part-II - Priced Bid

Part-III - Original Bid security in physical form.

Part-IV - Bid Documents Fee in physical form as explained in IFB

Part-V - Power of Attorney in physical form.

21.2. Techno Commercial Un-priced Bid: (Part I) Original Bid of Techno-commercial Un-priced Bid shall be named as "Techno-Commercial Un-Priced Bid".

21.3. Price Bid: (Part II) Original Price Bid shall be named as "Price Bid" and uploaded as per SRM attachment.

21.4. Bid Security: (Part III) in physical form : Original of bid security and five copies of the same shall be submitted in sealed envelope clearly super scribing "Bid Security for **Geotechnical Investigation and Hydrological Data Collection** "Original" and "(5) five Copies". Scanned copies of the same shall be uploaded in the e-bid along with un-priced bid with file name "Bid Security".

21.5. Bid Document Fee (Part-IV) in physical form : Original of Bid Document Fee as explained in IFB shall be sealed in an envelope clearly super-scribing "Bid Document Fee" for **Geotechnical Investigation and Hydrological data Collection**. Scanned copy of the same shall be uploaded in the e-bid along with un-priced bid with the file name as "Bid Document Fee".

21.6. Power of Attorney (Part-V) in physical form: Original of Power of Attorney and five copies of the same shall be sealed in an envelope clearly super scribing "Power of Attorney" for **Geotechnical Investigation and Hydrological Data Collection** "Original" and "(5) five copies". Scanned copies of the same shall be uploaded along with the un-priced bid with file name as "Power of Attorney".

21.7. All envelopes containing the documents in physical form required to be submitted by the bidder shall have Bid Document Number and the Parts (A / B) for which bidder has quoted and shall be submitted at address mentioned in Cl.21.8 below.

The **three** documents i) Bid Document Fee, ii) EMD/Bid Bond, iii) Power of Attorney required in physical form as mentioned in IFB/ITB, can be submitted within 7 days from the final bid due date subject to the conditions that the scanned copies of the same have been loaded in e-Tender within the due date and time indicated in the e-Tender.

21.8. Bids must be received online by GAIL through their e-tendering website and documents in other envelopes containing Physical Forms must be received by EIL at the following address:

AGM (C&P)
Engineers India Limited
EI-Annexe, 2nd Floor
1, Bhikaiji Cama Place,
R.K. Puram, New Delhi-110 066
Attn.: Mr. V. K. Narang / Mrs.Rekha Choudhary

21.9. Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

21.10. If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. DEADLINE FOR SUBMISSION OF BID

22.1. The bid must be submitted on line at GAIL e-tender site (<http://etender.gail.co.in>) within due date and time for bid submission as specified in clause 3.0 (i) of IFB and all envelopes containing the documents in physical form as specified in clause no

21.1 can be submitted within 7 days from the bid due date as mentioned in clause no. 21.7.

- 22.2. The Employer/Consultant may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail / fax or any written communication to all prospective bidders who have downloaded the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Employer / Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

23. LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 23.1. E-system of GAIL shall close immediately after the deadline for submission of bid prescribed by the Consultant pursuant to clause 22 of ITB.
- 23.2. Unsolicited bids or bids being submitted in physical form / to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

24. MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1. The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date of submission as per provision of e-tendering system of GAIL.
- 24.2. **Deleted**
- 24.3. No bid shall be modified after the deadline for submission of bid.
- 24.4. 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 15.7 of ITB.

BID OPENING AND EVALUATION

25. BID OPENING

- 25.1. Un-Priced Techno – Commercial bid opening:
- 25.2. The Employer/Consultant will open the un-priced techno – commercial bids in the presence of bidders' designated representatives at date & time as stipulated in IFB at **Engineers India Limited** address. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 25.3. Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the consultant may consider appropriate will be announced by the Consultant.

26. PROCESS TO BE CONFIDENTIAL

- 26.1. Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the Employer/Consultant in any manner in respect of bid evaluation or award will result in the rejection of that bid.

27. CONTACTING THE EMPLOYER/CONSULTANT

- 27.1. From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the Employer for any matter relating to the bid it should do so in writing.

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- 27.2. Any effort by a bidder to influence the Employer/Consultant in any manner in respect of bid evaluation or award will result in the rejection of that bid.

28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 28.1. Techno-Commercial Bid Evaluation.

- 28.2. The Employer / Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 28.3. Prior to the detailed evaluation, the Employer / Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.

- 28.4. No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened.

- 28.5. The Employer / Consultant'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 not responsive, it will be rejected by the Employer / Consultant, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

- 28.6. The Employer / Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer / Consultant will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

(a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/ specifications defined in the bid document, consistency and detail will be rejected as non-responsive.

(b) Any other relevant factor, if any that the Employer / Consultant deems necessary or prudent to be taken into consideration.

- 28.7. Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.

29. DELETED

30. PRICE BID OPENING

- 30.1. The Employer/Consultant shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

- 30.2. The Employer / Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

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- 30.3. The bidder's name, prices, and such other details as the Employer / Consultant, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

31. ARITHMETIC CORRECTIONS

- 31.1. The bids will be checked for any arithmetic errors as follows.
- 31.2. Where there is a discrepancy between the amount in figures and in words, the amount in words will govern and
- 31.3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail and the total price shall be corrected.
- 31.4. If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

32. DELETED

33. EVALUATION AND COMPARISON OF BIDS

- 33.1. The "Schedule of Rates" quoted for Part-A and Part-B shall be taken up for evaluation individually.
- 33.2. GAIL/EIL reserves the right to award the works (both Part-A and Part-B) to one bidder or more than one bidder based upon bidders qualification and least cost to owner
- 33.3. In case a Bidder does not quote for any item(s) of Schedule of rates, and the estimated price impact of unquoted items is more than 10% of his quoted price, the bid will be rejected. If such price impact of unquoted item(s) is 10% or less of his total quoted price and under special circumstances, Owner/ EIL decide to consider the bid, then for the purpose of comparison, the unquoted items shall be loaded by price impact calculated on the basis of highest of the rates quoted by other bidders and estimated rate. If such Bidder happens to be the selected Bidder, price of unquoted items shall be negotiated before award of work.
- 33.4. Optional items, if any, shall not be considered for the purpose of arriving at the total cost. However, in case the rates quoted by the selected Bidder for optional items, which are not to be considered for evaluation, are considered high, the same shall be negotiated based on the lowest quoted rates for these items amongst the bidders.
- 33.5. Any uncalled for lump sum/ percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value.
- 33.6. The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.
- 33.7. If discounts and prices etc., are not filled up in the Schedule of rates and are not as per the requirements of the Bidding Document, the same shall be omitted from evaluation.

AWARD OF CONTRACT

34. AWARD OF WORK.

- 34.1. The Employer / Consultant will award the Contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and / or have been determined as a lowest bid on lowest quote basis and capacity of Bidders is as per qualification criteria based on IFB and is determined to be qualified to satisfactorily perform the Contract.
- 34.2. Employer also reserves the right to negotiate the quoted prices before award of work.

35. EMPLOYER / CONSULTANT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

- 35.1. The Employer/Consultant 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 the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Employer / Consultant's action.

36. NOTIFICATION OF AWARD

- 36.1. Prior to the expiration of period of bid validity GAIL/EIL will notify the successful bidder in writing by fax / e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Contract.
- 36.2. The Progressive Delivery / Completion period shall commence from the date of notification of award / Fax of Acceptance (FOA).
- 36.3. The notification of award will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract.

37. CONTRACT AGREEMENT

- 37.1. Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Employer / Consultant and bidders acceptance there of shall constitute a binding contract between the successful Bidder and the Employer / Consultant based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
- 37.2. The Contract document shall consist of the following:
- a) Original Bidding Document along with its enclosures issued.
 - b) Amendment / Corrigendum to original Bidding Document issued, if any.
 - c) Fax of Acceptance.
 - d) Detailed Letter of Award / Acceptance along with Statement of Agreed Variation (if any) and enclosures attached therewith.
- 37.3. After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 15 days of receipt of Fax of Intent in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor).
- 37.4. In the event of failure on the part of the successful bidder to sign the Agreement within the above-stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

38. PERFORMANCE GUARANTEE

- 38.1. Pursuant to clause no. 24 of GCC-Works bidder will provide Performance Guarantee of appropriate value within 15 days of receipt of FOI from the Employer. The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee and shall be in the currency of Contract.

Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Employer may take under the Contract pursuant to Clause 32 (C) of GCC-Works and the Employer may resort to awarding the Contract to the next ranked bidder.

39. CORRUPT AND FRAUDULENT PRACTICES

- 39.1. The Employer requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:

- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Employer, and includes collusive practise among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- 39.2. The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:

- 39.3. The Employer will declare a firm ineligible for a period pursuant to clause 32 (C) of GCC.

- 39.4. The bidder(s) are required to execute the "Integrity Pact" attached in the bid document . In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

40. WAIVER OR TRANSFER OF THE AGREEMENT

- 40.1. The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Employer.

41. ORDER OF PRECEDENCE

- 41.1. The Articles contained in this Section shall supplement to the Special Conditions of Contract, General Conditions of Contract – Works. Where any portion of Special Conditions of Contracts, and General Conditions of Contract – Works is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract, and General Conditions of Contract – Works only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract, General Conditions of Contract – Works.

42. UNSOLICITED POST TENDER MODIFICATIONS

- 42.1. Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations / exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by GAIL / EIL. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by GAIL and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.