GOVERNING CONDITIONS OF TENDER

Notwithstanding anything contained elsewhere or anywhere in the Tender Document, the provisions of these Governing Conditions of Tender shall prevail; provided, however, that where any other clause or condition of the Tender Document imposes a stricter obligation, higher standard, wider protection, additional safeguard, or more onerous requirement in favour of the Authority, such clause or condition shall be read harmoniously with these Governing Conditions of Tender and shall prevail to the extent it affords greater protection or benefit to the Authority.

For the purposes of this Tender Document, unless the context otherwise requires, the term "the Authority" shall mean the Municipal Commissioner or the Deputy Municipal Commissioner, as the context requires.

Headings, subheadings, and titles are indicative in nature and are used solely for ease of reading and convenience. This Document shall apply in its entirety to the entire process of tendering.

Interpretation, Applicable Guidelines, Tender Publication and Pre-Bid Controls

1. Interpretation and Applicable Guidelines

(i) This Clause shall apply to all stages of the tender process, including but not limited to the pre-bid stage, evaluation, post-award contract administration, and the execution of works.

(ii) Where any provision of the Tender Document or the subsequent Agreement is silent, unclear, inconsistent, or requires interpretation, the Authority shall have the sole and absolute power to interpret such provision in accordance with:

(a) the Central Public Works Manual;

(b) the Gujarat Public Works Manual;

(c) Government Resolutions, Circulars, and Instructions issued by the Roads & Buildings Department, Government of Gujarat;

(d) guidelines, manuals, circulars, and instructions issued by the concerned Department or the Authority of Government governing such subject work, including but not limited to GWSSB in case of water supply or sewerage works;

(e) any applicable procurement manual, departmental guideline, GR, policy, SOP, or statutory framework governing the subject matter of the tender;

as applicable on the last date of submission of bids.

(iii) In case of conflict, the following order of precedence shall apply, subject always to any express overriding provision in these Governing Conditions of Tender:

(a) the Tender Document shall prevail over all manuals, circulars, guidelines and general instructions;

(b) special conditions of contract shall prevail over standard conditions;

(c) specific technical conditions shall prevail over general instructions; and

(d) where two or more provisions are capable of simultaneous application, they shall be construed harmoniously to the maximum extent possible. In the event of any inconsistency, the more specific provision shall prevail over the more general provision, and the more stringent requirement or the interpretation more favourable to the Authority and public interest shall prevail to the extent of such inconsistency.

(iv) The Bidder/Agency acknowledges and agrees that the Authority is the sole, primary and competent authority to interpret the provisions of the tender conditions and the contract terms.

(v) Accordingly, the Bidder/Agency further agrees that such interpretation shall be final, binding, and conclusive for all purposes, including dispute resolution.

(vi) The Bidder/Agency shall have no right to dispute, challenge, or question the Authority's interpretation, nor shall it be entitled to seek an interpretation from the Authority. Any clarification sought by a Bidder/Agency shall be only through the procedure prescribed under the Tender Document, and no oral or informal interpretation shall bind the Authority.

(vii) The Bidder/Agency shall not raise any frivolous, speculative, obstructive, mala fide, artificial, or deliberately strained dispute regarding interpretation of the Tender Document, nor rely upon technical ambiguity, inconsistency, omission, or drafting imperfection for securing any unfair advantage, avoiding obligations, delaying performance, obstructing the tender process, or disrupting execution of the work. Any such conduct may be treated as non-cooperation, abuse of process, lack of good faith, or obstructive conduct, and shall render the bid liable for rejection or the Bidder/Agency liable for such action as the Authority may deem appropriate under the Tender Document and applicable law.

2. Publication, Corrigenda, Clarifications and Pre-Bid Stage

(a) A pre-bid meeting shall be held only if specifically stated in the Tender Document. If not so stated, no Bidder shall have any right to demand, insist upon, or rely upon the holding of a pre-bid meeting or any consequences arising from its non-holding.

(b) Participation in a pre-bid conference, where held, shall not be mandatory unless specifically stated in the Tender Document. Non-participation shall not confer any right to seek extension, relaxation, or special consideration.

(c) The Authority may, at its sole discretion, publish the tender notice, bid document, addenda, clarifications, corrigenda, pre-bid minutes, and any extension of bid submission time on the e-tender portal and/or such other mode as the Authority deems appropriate.

(d) The Bidder shall be solely responsible to regularly check the e-tender portal and all notified communication channels for any addendum, clarification, corrigendum, extension, or other modification. No separate individual notice shall be necessary, and no Bidder shall claim ignorance of any such publication.

(e) The Authority may, suo motu or in response to queries raised in a pre-bid conference or otherwise, issue clarifications and/or corrigenda at any time prior to the last date of bid submission.

(f) Every corrigendum, addendum, clarification, extension, reply to query, pre-bid minute, modification, notice, direction, or communication published on the e-tender portal or through such other official mode as prescribed by the Authority shall be deemed to form an integral and binding part of the Tender Document immediately upon such publication.

(g) Minutes of the pre-bid meeting, where held, and all consequential clarifications/corrigenda, if any, may be published on the e-tender portal or through such other official mode as the Authority deems appropriate, ordinarily within such period as the Authority considers reasonable. Delay or non-publication of minutes separately shall not invalidate the tender process where the relevant clarification/corrigendum has otherwise been officially issued.

(h) Where any corrigendum, clarification, addendum, or amendment materially affects eligibility, technical specifications, scope, quantities, commercial conditions, or bid preparation, the Authority may, at its sole discretion, extend the last date of submission and corresponding bid validity/security timelines. No Bidder shall claim any vested right, prejudice, compensation, or challenge on account of such extension or non-extension.

(i) The Bidder shall be conclusively deemed to have regularly checked the e-tender portal and official communication channels up to the last date and time of submission of bid and to have taken into account all such publications while preparing and submitting the bid. No plea of ignorance, non-availability, non-reading, misunderstanding, delayed access, or non-receipt shall be maintainable against the Authority.

(j) No oral statement, discussion, correspondence, meeting, or clarification by any officer, consultant, or representative of the Authority shall bind the Authority unless reduced into writing and issued as a formal clarification or corrigendum on the e-tender portal.

(k) Any query not raised within the time prescribed in the Tender Document may be disregarded. The Authority shall have no obligation to respond to any belated query.

3. Site Visit and Deemed Knowledge

(a) The Bidder shall, before submission of the bid, be deemed to have independently inspected and fully satisfied itself about the site of work, its surroundings, access roads,

utilities, local conditions, constraints, and all other matters affecting execution, pricing, time, risk, and performance.

(b) The Authority may, in the Tender Document or by written instruction, prescribe the mode, form, proof, or certification of site visit. Where so prescribed, the Bidder shall strictly comply with the same within the manner and time specified. Where no such requirement is prescribed, the Bidder shall be conclusively deemed to have visited and inspected the site and obtained all necessary information at its own cost, responsibility, and risk.

(c) No failure to inspect the site, obtain local information, or assess site conditions shall entitle the Bidder to claim ambiguity, misunderstanding, extra cost, extension of time, compensation, or any other relief against the Authority.

(d) Any pre-bid meeting, site remark, oral statement, or informal assurance shall not bind the Authority unless reduced into writing and issued through the e-tender portal or other prescribed official mode.

(e) The Bidder shall be bound by all corrigenda, addenda, clarifications, and pre-bid minutes published on the e-tender portal or through other official written mode.

(f) The Authority may reject any claim, excuse, or objection based on site conditions or local circumstances if such matter could reasonably have been discovered by the Bidder before submission of the bid.

Bid Submission and Bid Validity

4. Bid Submission

a) Submission of bids shall be strictly in online electronic format only. All mandatory documents, duly signed and scanned, shall be uploaded on the e-tendering portal within the stipulated time. The Bidder shall be responsible for ensuring successful upload and visibility on the e-tendering portal, and the portal upload record shall prevail over any later assertion by the Bidder.

b) The Bidder shall submit only the Tender Fee and Earnest Money Deposit (EMD) in a physical cover through R.P.A.D./Speed Post within the stipulated time.

c) Any bid or document submitted in physical form, other than the Tender Fee and Earnest Money Deposit (EMD) as specified herein, shall not be considered under any circumstances, without any discretion or relaxation by the Authority.

d) The Bidder shall remain solely responsible for timely preparation, upload, encryption, submission, and confirmation of bid submission on the e-tender portal. Any portal congestion, internet failure, browser incompatibility, technical malfunction, digital signature issue, upload error, or system issue at the Bidder's end shall be entirely at the Bidder's risk, and no extension, relaxation, reopening, or special consideration shall be claimed on that basis.

e) Any request, representation, or attempt by a Bidder for consideration of any document not uploaded on the e-tendering portal or submitted after the stipulated deadline, for any reason whatsoever, shall not be entertained and shall lead to immediate disqualification of the Bidder.

f) The portal-generated submission record, activity log, encryption status, timestamp, acknowledgement, bid-opening record, system-generated report, and electronic audit trail maintained by the e-tender portal and/or the Authority shall be treated as final and binding evidence of electronic tender activity.

5. Original Tender Fee and EMD Submission

Upon submission of the online bid, the Bidder shall ensure submission of the original Tender Fee and EMD within the stipulated time and in the prescribed manner. Failure to do so may render the bid ineligible, and the Authority may, without further notice and without assigning any reason, initiate suspension, debarment, blacklisting, forfeiture, or any other penal action as deemed appropriate by the Authority, depending upon the nature, gravity, and circumstances of the default.

6. Bid Validity, Withdrawal and Modification

(a) Every bid shall remain valid for the period specified in the Tender Document, and the Bidder shall not withdraw, revoke, vary, qualify, or modify the bid during the validity period except to the extent expressly permitted by the Authority in writing.

(b) Where the Tender Document provides for extension of bid validity, the Bidder shall extend the validity of the bid, bid security, EMD, bank guarantee, and any other security or instrument required under the tender, within the time specified by the Authority, failing which the bid may be treated as withdrawn and the Authority may invoke all available remedies.

(c) Bidders may modify or withdraw their bids only in the online manner and only up to the deadline prescribed in the Tender Document. Withdrawal of a bid, refusal to extend validity, or any unilateral attempt to alter the bid during the validity period shall constitute a material default and may result in rejection, forfeiture of EMD/bid security, disqualification, debarment, blacklisting, and such other action as the Authority deems fit.

(d) The Bidder shall not seek withdrawal, alteration, or modification on the ground of error, omission, miscalculation, market fluctuation, or any similar circumstance after submission of the bid.

(e) The Authority may, at its sole discretion, extend, revise, amend, or cancel the bid submission schedule if it considers such course necessary for transparency, competition,

fairness, or public interest. No Bidder shall have any claim for compensation or relief on account of any such action.

Eligibility, Disclosure and Responsiveness

7. Qualification Restrictions for Bidders

a) Where, and only to the extent that, the relevant Government Rule, Resolution, Circular, Manual, or tender condition expressly permits reliance upon the qualification, experience, credentials, or eligibility of any separate legal entity, the Bidder may rely upon such entity strictly in accordance with such Government Rule, Resolution, Circular, Manual, or tender condition.

b) The Bidder shall mandatorily produce, identify, and specifically rely upon such Government Rule, Resolution, Circular, Manual, or tender condition permitting such reliance, failing which the Authority shall not consider any qualification, experience, credentials, or eligibility of such separate legal entity for any purpose whatsoever.

c) In such case, the type and status of the separate legal entity shall be governed primarily by the applicable Government Rule, Resolution, Circular, Manual, or tender condition, if specifically prescribed therein.

d) The Bidder shall also submit a duly signed and stamped No Objection Certificate from such entity, and such entity shall also independently satisfy all applicable eligibility and qualification criteria prescribed under the tender.

e) For the purpose of this clause, "separate legal entity" includes any company, firm, LLP, partnership, proprietorship, JV member, OEM, supplier, associate, affiliate, subsidiary, parent, sister concern, or any other person/entity whose credentials, documents, support, or arrangement is used directly or indirectly for eligibility or qualification, but only where such reliance is permitted under the applicable Government Rule, Resolution, Circular, Manual, or tender condition.

f) Bidding through Joint Venture / Consortium / Association shall not be permitted unless the Tender Notice, Data Sheet, or any express tender condition specifically provides otherwise. Where such permission is not expressly granted, any bid submitted as a Joint Venture / Consortium / Association shall be treated as non-responsive and liable to rejection without further reference.

8. Curable and Non-Curable Defects

All requirements mandated under the tender shall be non-curable unless specified otherwise in a particular clause. The decision of the Authority in this regard shall be final.

9. Stamp Duty Compliance

All agreements, MOUs, affidavits, undertakings, declarations, powers of attorney, and other documents required under the tender shall be executed on the stamp value specifically prescribed in the tender document. Where the tender does not prescribe a specific value, the document shall be executed on the stamp duty applicable under the prevailing law on the date of execution. In case of any inconsistency, the higher prescribed requirement shall prevail. The Bidder shall not be entitled to rely upon ambiguity, inadvertence, clerical mistake, or alleged procedural hardship to cure stamp duty non-compliance. Any stamp duty non-compliance shall constitute a non-curable defect and shall render the bid ineligible.

10. Debarment / Blacklisting Eligibility

a) The Bidder shall not:
   (i) have been blacklisted;
   (ii) debarred;
   (iii) suspended;
   (iv) terminated for default; or
   (v) declared non-performing,
   by any Government Department, Government Undertaking, Statutory Authority, Local Authority, Urban Local Body, Panchayat, Board, PSU, Corporation, Instrumentality of the State, including any entity controlled, owned, funded, or substantially financed by the Government or falling within the meaning of public authority, local authority, or instrumentality of the State, during the preceding five years from the last date of submission of the bid. For this, the Bidder shall submit an undertaking on affidavit with the bid.
b) The Bidder shall disclose all such past and present proceedings, orders, notices, and actions for the preceding five years from the last date of submission of bid, whether concluded or pending.
c) The disclosure obligation shall also extend to any person or entity whose qualification, experience, credentials, or eligibility are relied upon in the bid as per Clause 7 (Qualification Restrictions for Bidders) of Governing Conditions of Tender and such entity shall also submit a non-blacklisting undertaking on affidavit.
d) The disclosure obligation shall also extend to the Bidder's directors, partners, proprietors, control persons, and beneficial owners, joint venture partners, MOU partners, consortium, technical tie-up, lease arrangement, supply arrangement, OEM support, parent/subsidiary relationship, sister concern, merger/amalgamation, or

any similar arrangements to the extent their status or conduct has a bearing on eligibility or integrity.

e) Any suppression, concealment, false declaration, or misleading disclosure regarding the above requirements shall render the bid ineligible, result in forfeiture of EMD, cancellation of award, and further penal action including debarment, blacklisting, and other such actions as deemed appropriate by the Authority.

f) For the purpose of this clause, any order of blacklisting, debarment, suspension, termination for default, or similar disqualification shall be treated as a disqualification notwithstanding any subsequent cancellation, revocation, withdrawal, setting aside, or rendering inoperative by the issuing authority or any competent administrative authority; provided that where such subsequent order expressly states that the original order stands revoked, withdrawn, or set aside from its original effective date, or otherwise expressly restores eligibility from such original effective date, the Bidder shall be treated accordingly from that date. Further provided that if such original order has been stayed or set aside by a competent court prior to the last date of submission of bid, the same shall not be treated as a disqualification during the currency of such stay, and if set aside by a competent court, the Bidder shall be treated in accordance with such court order.

g) For the avoidance of doubt, where any blacklisting, debarment, suspension, termination for default, or similar disqualification order has operated at any time during the preceding five (05) years from the last date of submission of the bid, the Bidder shall remain ineligible even if the period of such order expired prior to the last date of bid submission, unless such order has been stayed or set aside by a competent court, or the issuing authority has expressly revoked, withdrawn, or set aside the order from its original effective date and expressly restored the Bidder's eligibility accordingly.

11. Material Disclosure / Debarment / Litigation

(a) Bidders shall disclose all material information having a bearing on eligibility, qualification, technical responsiveness, integrity, or financial capacity. The Bidder shall submit an undertaking on affidavit declaring that all material information has been disclosed and submitted with the bid as per tender clauses.

(b) Material information for the preceding five years from the last date of submission of bid includes blacklisting, debarment, termination, suspension, adverse court orders, pending proceedings, insolvency, litigation, and any other fact expressly required by the tender.

(c) Such disclosure and requirement of undertaking on affidavit shall also extend to any person or entity whose qualification, experience, credentials, or eligibility are relied upon in the bid as per Clause 7 (Qualification Restrictions for Bidders) of Governing Conditions of Tender. The Bidder shall disclose and furnish all information and documents relating to such person or entity as are required from the Bidder under the tender document, including litigation history, debarment, blacklisting, suspension, termination, and any other material adverse fact, for the preceding five years from the last date of submission of bid.

(d) The Bidder shall have a continuing obligation to immediately disclose any event occurring after submission of the bid and before issuance of the work order which materially affects eligibility, qualification, integrity, or technical responsiveness, including blacklisting, debarment, criminal proceedings, insolvency, or termination. Failure to make such disclosure shall constitute material suppression.

For the purpose of this clause, "Continuing obligation" shall mean the duty to disclose immediately upon occurrence of any material change until issuance of the work order, and any material change in the information/document already submitted with the bid.

(e) Any suppression, concealment, partial disclosure, misleading disclosure, false declaration, or failure to update material information before award/work order shall render the bid ineligible and shall result in forfeiture of EMD, cancellation of award, further penal action including debarment or blacklisting, and other such actions as deemed appropriate by the Authority.

(f) For the purposes of this clause, material information shall specifically include the existence of any blacklisting, debarment, suspension, or similar disqualification order against the Bidder or any relied-upon entity, whether or not such order is later cancelled, revoked, withdrawn, set aside, or otherwise altered by the issuing authority or any competent administrative authority. The Bidder shall also disclose whether any such order has been stayed by a competent court, whether any such order has been set aside by a competent court, and the current status of such stay or setting aside, if any. Where any later administrative order expressly restores eligibility from the original effective date, such fact shall also be specifically disclosed.

12. Disqualification in Case of Withholding / Misrepresentation of Information

Bidders shall be liable for disqualification where the Authority finds that they have withheld, suppressed or misrepresented any crucial information, material fact or document affecting eligibility, qualification or integrity, including, without limitation, debarment,

blacklisting, litigation, insolvency, criminal proceedings, adverse orders, existence or status of any blacklisting/debarment/suspension order, the effect of any subsequent cancellation/revocation/withdrawal/set-aside by the issuing authority, the effect of any court stay or court set-aside, or any other material fact required to be disclosed under the Tender Document. Such disqualification shall be without prejudice to any other contractual or legal action, and shall be cumulative with the disclosure and penal consequences under other Clauses of Tender.

13. Continuing Disclosure Obligation

If at any stage it is found that:

(i) any document submitted by the Bidder is forged, fabricated, manipulated, altered, or false;

(ii) any material fact has been suppressed;

(iii) any declaration or affidavit is false or misleading; or

(iv) any qualification or experience has been misrepresented;

the bid shall be liable for immediate rejection or cancellation, even after opening of the price bid or issuance of the work order. The Authority may further forfeit EMD/security deposit, terminate the contract, blacklist/debar the Bidder, initiate civil/criminal proceedings, and take such other action as it deems fit.

No acceptance, scrutiny, clarification, or prior stage of evaluation shall be construed as a waiver of this clause.

14. Qualification, Responsiveness and Non-Conditional Bids

(a) The Bidder shall submit a complete, unconditional, and fully responsive bid in the format prescribed by the Authority.

(b) Any conditional bid, qualified bid, contingent bid, incomplete bid, vague bid, or bid that departs from a mandatory requirement may be rejected without further reference to the Bidder.

(c) Compliance with the eligibility criteria, technical criteria, financial criteria, and submission requirements shall be judged strictly as per the tender and the applicable procurement framework.

(d) No Bidder shall have any right to seek negotiation, price matching, post-bid revision, clarification, or opportunity to improve the bid unless expressly permitted by the Authority in accordance with applicable procurement policy.

Bid Opening, Verification and Evaluation Discipline

15. Bid Opening and Attendance

(a) Since submission of bids is permitted strictly in online electronic mode, no Bidder shall have any right to remain present, attend, watch, participate in, or object to the opening of bids as a matter of entitlement.

(b) Upon completion of the online submission period and at such time as the Authority determines, the Authority shall have the absolute right to open, process, record, and evaluate the bids in the manner prescribed by the Tender Document and the e-tender portal system, without requiring the presence of any Bidder.

(c) Physical attendance of any Bidder or its representative, if at all permitted, shall be purely at the sole discretion of the Authority and shall not be claimed as a right. The Authority may permit or deny such attendance, in whole or in part, without assigning any reason.

(d) The absence of any Bidder or its representative shall not invalidate the opening process, delay the evaluation, confer any right to challenge the process on that ground, or give rise to any claim whatsoever against the Authority.

(e) The portal-generated record, system log, and official record of opening maintained by the Authority shall be final and binding for all purposes.

16. Clarification, Verification and Arithmetic Correction

(a) During evaluation, the Authority may seek clarifications, additional particulars, or supporting documents solely for the purpose of verification, explanation, confirmation, authentication, or removal of obvious ambiguity, without permitting any change in the substance, scope, commercial basis, eligibility, ranking, price structure, or responsiveness of the bid.

(b) Clarifications shall be confined only to explanation or verification of what is already submitted online. No Bidder shall be permitted to cure any non-curable defect, alter the substance of the bid, or improve the eligibility, responsiveness, ranking, or commercial position, introduce any new document, missing document, revised document, substituted document, fresh qualification, altered price, revised rate, modified condition, or any material improvement or alteration at the clarification stage.

(c) For the purposes of this clause, “clerical error” shall mean any obvious and unintended typographical, transcriptional, tabulation, formatting, copying, pagination, punctuation, spelling, numbering, unit-entry, or cross-reference mistake, or any manifest omission, duplication, mismatch, or inconsistency apparent on the face of the bid or uploaded documents, including misplacement of decimals, transposition of figures, mismatch between

words and figures, mismatch between uploaded schedules, or similar apparent mistakes capable of identification without altering the substance of the bid.

(d) "Arithmetic error" shall mean any obvious and demonstrable computational mistake in addition, subtraction, multiplication, division, percentage calculation, quantity extension, aggregation, unit conversion, application of formula, or mismatch between unit rate, quantity, subtotal, total, and grand total, where the correct figure can reasonably be derived from the figures, rates, quantities, formulas, schedules, or methodology already contained in the bid.

(e) Any arithmetic, clerical, computational, tabulation, extension, or obvious error may be corrected by the Authority in accordance with the methodology stated in the Tender Document or, where the Tender Document is silent, in accordance with the interpretation, methodology, and determination adopted by the Authority, and the Bidder shall remain bound by such correction.

(f) The Authority shall have the sole and absolute discretion to determine:

(i) whether any error is clerical, arithmetic, computational, tabulation related, or otherwise apparent on the face of the bid;

(ii) whether such error is curable or non-curable;

(iii) whether correction is possible without altering the substance, scope, commercial basis, eligibility, responsiveness, or comparative standing of the bid; and

(iv) the manner, basis, sequence, and methodology of correction.

(g) No Bidder shall have any right to:

(i) seek correction favourable to itself;

(ii) withdraw the bid on the ground of any clerical, arithmetic, computational, or tabulation error;

(iii) dispute the methodology adopted by the Authority;

(iv) claim any prejudice, compensation, relief, or re-evaluation on account of such correction; or

(v) rely upon any ambiguity, omission, inconsistency, or error for securing any unfair advantage.

(h) If the Authority determines that any ambiguity, discrepancy, omission, clerical error, arithmetic error, computational inconsistency, or defect cannot be corrected without altering the substance, scope, commercial basis, eligibility, responsiveness, or integrity of the bid, the Authority may reject the bid forthwith without further reference to the Bidder.

(i) The Authority's interpretation, evaluation methodology, determination regarding responsiveness, clarification, verification, and correction, and its decision regarding the treatment of any error, inconsistency, ambiguity, or discrepancy shall be final and binding for the purposes of tender evaluation and administration, subject only to applicable law.

17. Undue Attempts to Influence the Evaluation Process

Any attempt by a Bidder or its representatives to influence, interfere with, or manipulate the evaluation process through unauthorised communication, inducement, pressure, or misrepresentation shall lead to immediate disqualification of the Bidder and shall render the Bidder liable for such further action as the Authority may deem appropriate.

18. Post-Evaluation Verification

a) After the technical evaluation of the bids and the opening of price bids, the L1 (lowest) Bidder shall, for the purpose of verification of original documents, submit hard copies of all documents uploaded online, duly signed, stamped, arranged, indexed, and corresponding exactly to the documents uploaded online, within the stipulated time. No new, additional, revised, or substituted document shall be accepted.

b) Any discrepancy, deviation, or failure to comply shall lead to rejection of the bid and may invite further action including forfeiture of EMD, debarment, blacklisting, and other lawful action as deemed appropriate by the Authority. Submission of any document not uploaded online, or any additional document, shall not be considered and may result in rejection of the bid.

19. Negotiation with Lowest Acceptable Bidder (L1), Price Analysis and Revised Offer

(a) Where the Authority, upon consideration of the price bid and the financial comparison, is of the opinion that the lowest acceptable bid is unreasonable, unbalanced, or otherwise requires clarification/revision of price formation, the Authority may call only the lowest acceptable responsive Bidder (L1), being a Bidder whose bid is technically and commercially responsive, for negotiation and submission of detailed rate / price analysis.

(b) No Bidder other than the lowest acceptable responsive Bidder (L1) shall be called for such negotiation, and in no case shall negotiation be extended to any Bidder whose bid is unresponsive, whose credentials are unsatisfactory, whose capacity is inadequate, or whose quoted rates are unworkable.

(c) The invitation for negotiation may specify the items, rates, quantities, assumptions, and other particulars required to be analysed, and shall require the Bidder to furnish, within seven (07) days from the date of communication of the negotiation notice, a written rate analysis, supporting justification, and, if so directed by the Authority, a revised offer.

(d) During such negotiation, the Bidder shall not be permitted to alter any condition of the bid other than reduction or rationalisation of price to the extent specifically permitted by the

Authority. No change in eligibility, scope, specifications, commercial terms, delivery terms, security terms, warranty terms, or any other bid condition shall be allowed.

(e) The Authority may, at its sole discretion, accept the revised offer, reject the revised offer, proceed on the basis of the original bid, call for fresh bids, or adopt any other course permissible under the Tender Document and applicable law.

(f) If the Bidder does not furnish the required rate analysis or revised offer within seven (07) days, or otherwise fails to cooperate, the Authority may treat such failure as refusal to negotiate and may proceed accordingly, including rejection of the bid, forfeiture of bid security where permissible under the Tender Document and applicable law, disqualification, debarment, blacklisting, or any other action available to the Authority depending upon the nature and gravity of the default.

(g) The decision whether to negotiate, with whom to negotiate, and whether to accept or reject the negotiated offer shall rest exclusively with the Authority, and the reasons recorded by the Authority in the administrative file or official record shall be sufficient compliance with this clause.

20. Dispute Resolution in Relation to Pre-Award /Evaluation Stages

(a) Any dispute, objection, grievance, representation, or claim relating to the tender process, tender conditions, interpretation of tender clauses, qualification, disqualification, technical evaluation, financial evaluation, rejection of bid, acceptance of bid, or any other matter connected with the tender process shall first be submitted before the Authority within seven (07) days from the date of receipt of communication giving rise to the dispute or communication of the impugned decision, publication, or knowledge of the impugned action, whichever is earlier. Any representation submitted beyond 07 days shall be treated as time-barred and shall be liable to be summarily rejected without entering into the merits.

(b) The decision of the Authority shall be final and binding for the purpose of tender evaluation and administration.

(c) No Bidder shall directly invoke any judicial forum without first exhausting the above administrative remedy, except where recourse is expressly available under applicable law.

(d) Mere submission of representation or pendency of dispute shall not confer any right upon the Bidder to seek stay of the tender process, withholding of tender process, re-evaluation, opening of financial bid, issuance of work order, or suspension of the decision-making process of the Authority.

(e) The Authority shall be entitled to continue the tender process notwithstanding pendency of any representation, dispute, or proceedings.

(f) Any judicial proceedings arising out of or relating to the tender process shall be subject to the exclusive territorial jurisdiction of competent courts at Porbandar.

(g) The dispute resolution mechanism under this clause shall operate subject to the other clauses of these Governing Conditions of Tender, and in case of conflict, the more stringent clause shall prevail.

(h) This clause shall govern only disputes arising prior to execution of the contract/work order and shall operate independently of Clause related to Dispute Resolution During Post Award/Execution of Contract.

Award, LOA and Security Enforcement

21. Award / Letter of Award / Contract Signing

(a) The issue of a Letter of Award (LOA), acceptance of bid, intimation of award, or any similar communication shall not by itself confer any vested right, title, or enforceable interest upon the successful Bidder unless and until the Bidder has complied with all post-award requirements within the stipulated time and to the satisfaction of the Authority.

(b) Upon receipt of the LOA or award communication, the successful Bidder shall, within the period specified in the Tender Document or, where no period is specified, within such period as the Authority may determine:

(i) accept the LOA in writing;

(ii) furnish security deposit/performance security;

(iii) execute the agreement, if required;

(iv) submit all ancillary documents, undertakings, declarations, confirmations, and post-award compliances required under the Tender Document; and

(v) submit a duly signed and stamped complete copy of the Tender Document, including these Governing Conditions of Tender, tender notice, data sheet, technical specifications, schedules, forms, annexures, addenda, corrigenda, clarifications, and all other pages and parts forming part of the tender, each page having been read, understood, accepted, and authenticated by the authorised signatory of the Bidder, as evidence of unconditional and binding acceptance of the entire Tender Document.

(c) Where the bid price of the lowest evaluated Bidder is, in the opinion of the Authority, seriously unbalanced, front-loaded, or predatory in relation to the estimated cost of the work or the detailed scope of performance, the Authority may, as per relevant Government guidelines or at its absolute discretion:

(i) accept the bid as submitted; or

(ii) require the Bidder to furnish Additional Performance Security (APS) or

to agree to the withholding of additional retention money, over and above the standard securities required under the Tender Document, in such form, amount, and strict timeframe as determined by the Authority. Failure of the Bidder to deposit the required Additional Performance Security within the stipulated time specified by the Authority shall result in the outright rejection of the bid, forfeiture of bid security where permissible under the Tender Document and applicable law, disqualification, debarment, blacklisting, or any other action available to the Authority depending upon the nature and gravity of the default.

(d) Every bid security, EMD, bank guarantee, fixed deposit receipt, insurance surety bond, or other security instrument furnished under the Tender shall remain valid, enforceable, and invocable for the entire bid validity period and ordinarily for not less than forty-five (45) days beyond the expiry of the final bid validity period, or for such further period as may be prescribed by the Authority.

(e) The Bidder shall ensure timely renewal, extension, or revalidation of such instrument so that there is never any lapse, expiry, insufficiency, or break in enforceability.

(f) The bid security / EMD of the successful Bidder shall not be released unless and until the performance security, security deposit, bank guarantee, insurance surety bond, and all post-award formalities required under the Tender Document have been duly furnished, verified, accepted, and recorded to the satisfaction of the Authority.

(g) Failure to accept the LOA, execute the agreement; failure to maintain continuous validity and enforceability of bid security, EMD, bank guarantee, fixed deposit receipt, insurance surety bond, or other security instrument; or failure to furnish any required ancillary documents or post-award undertakings within the stipulated time shall constitute a material breach and withdrawal from the award, and shall be treated as a major and strictly punishable default. The Authority shall be entitled, without prejudice to any other right or remedy, to cancel or annul the award, forfeit the EMD/bid security, blacklist/debar the Bidder/Agency, re-tender the work, recover all resultant loss, cost, and additional expenditure, and take such further action as may be available under the Tender Document or applicable law.

22. Performance Security / Security Deposit / Bank Guarantee Validity and Renewal

(a) The performance security/security deposit shall remain valid, enforceable, and invocable throughout the contract period and, where applicable, through any extension of time, defect liability period, warranty period, maintenance period, transition period, handover period, or other extended period arising under the Tender Document or contract,

and ordinarily for not less than sixty (60) days beyond satisfactory completion and discharge of all contractual obligations unless otherwise specified by the Authority.

(b) Where the performance security is furnished in the form of a bank guarantee, the Agency shall ensure renewal and extension well before expiry so that there is never any break in validity. Proof of renewal/extension shall be furnished not later than thirty (30) days before expiry, or such earlier period as may be prescribed by the Authority.

(c) The Agency shall remain solely responsible to monitor the validity of every bank guarantee, security deposit, and other security furnished under the contract. Any lapse, expiry, non-renewal, or break in validity shall constitute a serious contractual default, without requiring any prior notice from the Authority.

(d) Failure to maintain the validity of any bank guarantee, security deposit, or other security, or any lapse, expiry, non-renewal, or break in validity thereof, shall constitute a material breach and withdrawal from the award or contract, as applicable, and shall entitle the Authority, without prejudice to any other right or remedy, to cancel or annul the award or terminate the contract, forfeit the EMD/bid security, encash or invoke any available security, blacklist/debar the Bidder/Agency, recover all resultant loss, cost, and additional expenditure, and take such further action as may be available under the Tender Document or applicable law.

(e) Any delay in compliance with this clause shall not suspend, postpone, or dilute the Authority's rights under the Tender Document or applicable law.

Time Limit, Execution, Performance, Quality Control, Measurement and Billing

23. Time Schedule / Progress of Work / Extension of Time

(a) Time shall be the essence of the contract unless otherwise specifically provided.

(b) The Agency shall execute and complete the work, supply, service, consultancy, EPC deliverables, maintenance obligations, or other contractual obligations strictly within the stipulated contract period and approved milestones.

(c) The Agency shall deploy adequate manpower, machinery, supervision, systems, technical resources, and other resources to maintain continuous progress and compliance to the satisfaction of the Authority.

(d) The Agency shall promptly inform the Authority in writing of any matter, event, condition, delay, risk, shortage, obstruction, dispute, or circumstance which may adversely affect the quality, progress, cost, completion, continuity, safety, or performance of the contract. Such intimation shall not relieve the Agency of any obligation, and the failure of the Agency to issue such warning shall itself constitute a default. The Authority may call for review meetings, revised work programmes, remedial measures, additional deployment, or

such other corrective steps as it deems fit, and the Agency shall comply forthwith and at its own cost and risk.

(e) The Agency shall submit such weekly, fortnightly, or monthly progress reports, resource deployment statements, programme updates, and other execution status reports as the Authority may require, and shall attend review meetings whenever called.

(f) Failure to furnish such reports or attend such meetings shall constitute default and may result in withholding of payment, stoppage of work, or any other action permissible under the Tender Document and law.

(g) Delay attributable to the Agency, including slow progress, inadequate deployment, non-availability of resources, poor coordination, repeated defects, or non-compliance with instructions, shall constitute default.

(h) Extension of time, if any, may be considered only upon written application made before expiry of the contract period and only where delay is not attributable to the Agency. Grant of extension shall be at the sole discretion of the Authority and shall not automatically entitle the Agency to compensation, damages, escalation, idle charges, or additional claims.

(i) The Authority may require revised work programmes, catch-up plans, additional deployment, round-the-clock working, or other remedial measures at the cost and risk of the Agency.

Inspection, Testing, Quality Control, Measurement, Billing and Records

24. Inspection, Testing, Quality Control, Record Retention, Access to Records, Audit and Evidentiary Use

(a) The Authority or any authorised officer, consultant, engineer, agency, auditor, vigilance authority, or other person duly authorised by it shall have the unrestricted right, at any stage during the tender process and during the currency or after completion/termination of the contract, to inspect, test, verify, evaluate, audit, copy, record, download, and rely upon the work, records, materials, plant, equipment, site operations, communications, measurements, accounts, logs, reports, photographs, correspondence, electronic records, books, registers, vouchers, labour records, insurance records, test reports, and all other documents or material relating to the tender or contract.

(b) The Agency shall provide full cooperation, access, assistance, labour, instruments, samples, facilities, passwords, credentials, technical support, records, and such other assistance as may be required by the Authority for inspection, testing, verification, audit, or investigation.

(c) Rejection, approval, certification, inspection, testing, partial acceptance, payment, or use of any work, material, document, deliverable, or service shall not relieve the Agency of

any responsibility for quality, durability, workmanship, performance, reliability, statutory compliance, defect liability, warranty, confidentiality, or any other contractual obligation.

(d) The Agency shall preserve all records, books, registers, vouchers, measurement books, correspondence, electronic records, audit trails, test reports, labour records, insurance records, and other supporting documents relating to the tender and contract for such period as may be prescribed by applicable law, audit requirement, vigilance requirement, or record retention policy of the Authority, and where no such period is prescribed, for at least seven (07) years after completion, termination, closure, or discharge of the contract.

(e) Any refusal, obstruction, falsification, destruction, tampering, concealment, or suppression of records, evidence, or information shall constitute a serious contractual default and shall entitle the Authority to take any action available under the Tender Document and applicable law, including recovery, termination, debarment, blacklisting, and other proceedings.

25. Measurement, Certification, Objection and Billing

(a) Where applicable, all measurements, entries, test results, certifications, approvals, and records made or maintained by the Authority or its authorised officer in the measurement book, digital system, portal record, or other official record shall, unless disputed in writing within seven (07) days from communication or availability, be treated as accepted by the Agency.

(b) No objection raised after the above period shall be entertained unless the Authority is satisfied that there is a patent clerical error or manifest mistake.

(c) No running bill, interim payment, final bill, or release of any amount shall be due unless the Agency has complied with all applicable statutory, labour, insurance, safety, tax, and contractual requirements up to the relevant period and has furnished such proof, returns, certificates, and documents as the Authority may require. The Authority may withhold any bill until full compliance is established to its satisfaction.

(d) The Agency shall not be entitled to withhold performance, delay execution, or raise a claim merely because the Authority has not accepted its own measurement, bill, or certification proposal.

Commercial Terms, Taxes, Quantity and Financial Adjustments

26. Taxes, Duties and Statutory Price Changes

(a) The quoted price shall be deemed to include all taxes, duties, levies, cess, charges, royalties, fees, and other outgoings payable up to the date of submission of bid, unless the Tender Document expressly provides otherwise.

(b) Any change in law, tax, duty, levy, cess, statutory charge, or similar impost after submission of bid shall not entitle the Agency to any automatic price increase, unless the Tender Document or the Authority expressly provides for such adjustment in writing.

(c) Any claim for adjustment, reimbursement, escalation, or revision on this account shall be strictly subject to the Tender Document, evidence produced, and the satisfaction of the Authority.

27. Variation / Excess / Savings / Deviations

(a) The quantities mentioned in the tender are approximate and liable to variation during execution.

(b) The Authority shall have full power to increase, decrease, omit, substitute, split, combine, alter, or vary any item, quantity, specification, design, scope, alignment, methodology, sequence, or component of the work in the interest of public service, technical requirement, budgetary control, administrative necessity, or site condition.

(c) The Agency shall not be entitled to claim any compensation, loss of profit, damages, overheads, idle charges, or escalation solely on account of increase, decrease, omission, saving, or variation in quantities or scope.

(d) No claim for extra item, substituted item, deviation item, or additional payment shall be entertained unless ordered or approved in writing by the competent Authority.

(e) Approval of excess quantities, savings, deviations, substituted items, non-schedule items, and revised estimates shall be governed by the powers delegated by the Authority/Government from time to time.

(f) Execution of any excess or extra work without written approval shall be entirely at the risk of the Agency and shall not bind the Authority for payment.

Execution Controls and Statutory Compliance

28. No Subletting / Assignment / Transfer

(a) The Agency shall not assign, transfer, sublet, sub-contract, part with possession of, or otherwise dispose of the whole or any part of the contract, scope of work, supply, service, consultancy, EPC obligation, maintenance obligation, or any component thereof, whether directly or indirectly, without prior written approval of the Authority.

(b) Mere supply of standard materials, engagement of labour, transportation arrangements, or specialised ancillary services ordinarily incidental to execution shall not by itself constitute prohibited subletting unless the Authority determines that substantial execution responsibility has been transferred.

(c) Any unauthorised assignment, subletting, transfer, back-to-back arrangement, benami execution, or indirect execution through another entity shall constitute a fundamental breach of contract and shall entitle the Authority to terminate the contract, forfeit security deposit/performance security, recover losses, blacklist/debar the Agency, and take such further action as deemed appropriate.

(d) Approval, if granted by the Authority, shall not relieve the Agency from any obligation, liability, defect liability, safety responsibility, statutory compliance, or contractual duty under the contract.

29. Labour Law and Statutory Compliance

(a) The Agency shall comply with all applicable Acts, Rules, Regulations, Notifications, Labour Laws, Environmental Laws, Tax Laws, Safety Laws, and directions issued by competent authorities from time to time.

(b) The Agency shall obtain and maintain all registrations, permissions, licences, approvals, and clearances required for execution of the work.

(c) Any non-compliance by the Agency or any subcontractor, worker, labour supplier, agent, or person engaged by the Agency with respect to wages, minimum wages, PF, ESI, labour welfare, contract labour, BOCW, safety, or other labour-related statutory requirements shall constitute a material contractual breach.

(d) The Authority may, without prejudice to any other remedy, withhold payment, recover the amount from dues payable, direct rectification, suspend work, terminate the contract, invoke security, or take such other action as may be permissible under law and the Tender Document.

(e) Any liability arising due to violation of any statutory provisions by the Agency shall be solely borne by the Agency.

30. Insurance and Safety Requirements

(a) The Agency shall obtain and maintain, at its own cost, all insurance policies required under law and reasonably necessary for execution of the work, including but not limited to:

(i) Contractor's All Risk Insurance;

(ii) Workmen Compensation / Employee Compensation Insurance;

(iii) Third Party Liability Insurance;

(iv) Insurance for plant, machinery, vehicles, and equipment; and

(v) any other insurance required by applicable law or directed by the Authority.

(b) The insurance shall remain valid for the entire execution period and defect liability period, wherever applicable.

(c) The Agency shall be solely responsible for safety, security, barricading, traffic management, warning signs, PPE, accident prevention, and compliance with labour and safety laws.

(d) Any accident, injury, damage, loss, or liability arising during execution shall be the sole responsibility of the Agency.

Defaults, Liquidated Damages for Delay, Penal Actions, Step-In Rights and Set-Off

31. Minor and Major Penalties During Execution

(a) Without prejudice to other contractual or legal remedies, the Authority may impose penalties for execution-stage defaults.

(b) Minor defaults may include delayed compliance of instructions, inadequate housekeeping, minor quality deficiencies, non-maintenance of records, absence of supervisory staff, safety lapses not causing major consequence, delay in submission of reports, minor deployment deficiencies, or other rectifiable defaults.

(c) For minor defaults, the Authority may issue warning, direction for rectification, recovery of actual loss, proportionate penalty, withholding of payment, or temporary stoppage of work until compliance.

(d) Major defaults may include abandonment of work, repeated non-compliance, substantial delay, fraudulent practice, corruption, submission of false records, unauthorised subletting, major quality failure, serious safety incident, breach of statutory obligations, obstruction of inspection, non-deployment of critical resources, or any act prejudicial to public interest or the Authority.

(e) For major defaults, the Authority may impose compensation, levy liquidated damages, invoke performance security, terminate the contract, execute balance work at the risk and cost of the Agency, blacklist/debar the Agency, forfeit deposits, and initiate civil/criminal proceedings.

(f) Where the Authority considers a default to be curable, it may, at its sole discretion, grant a written cure notice specifying the defect and the time within which it must be cured. No such notice shall be mandatory. No cure opportunity shall be required in case of abandonment, repeated breach, fraud, misrepresentation, safety violation, statutory violation, unauthorised subletting, material default, or any default that in the opinion of the Authority affects public interest or the integrity of the contract.

(g) Where the Agency fails to cure a default within the time granted by the Authority, or where the same or similar default is repeated more than once, or in case of repeated, persistent, or recurring defaults the Authority may treat the conduct as abandonment or persistent default and may proceed to step-in, risk-and-cost execution, termination,

forfeiture, debarment, blacklisting, or any other remedy available under the Tender Document and law.

(h) Determination of the nature and gravity of default by the Authority shall be final for contractual purposes.

32. Liquidated Damages for Delay

(a) Where the Agency fails to achieve any milestone, stage, output, or completion date within the stipulated time for reasons attributable to the Agency, the Authority shall be entitled, without prejudice to any other right or remedy, to recover liquidated damages at such rate, in such manner, and subject to such cap or ceiling as may be specified in the Tender Document or, where so permitted, as determined by the Authority.

(b) The levy of liquidated damages shall be in addition to, and not in substitution of, any other contractual, statutory, or equitable remedy available to the Authority, including withholding of payment, risk-and-cost action, invocation of security, termination, debarment, or blacklisting.

33. Replacement of Personnel, Supervisors, Equipment and Resources

(a) The Authority may, at any stage, direct the Agency to replace any key personnel, supervisor, engineer, operator, machinery, plant, equipment, or other resource found unsuitable, deficient, absent, unsafe, inadequate, or non-compliant, within such time as the Authority may specify.

(b) Failure to comply within the stipulated time shall constitute default, and the Authority may take such action as it deems fit including withholding of payment, suspension of work, risk-and-cost action, termination, or any other remedy available under the Tender Document and law.

(c) No such replacement shall entitle the Agency to any extra payment, extension, or claim.

34. Step-in / Substitution of Agency

(a) Without prejudice to any other right or remedy, upon any default, abandonment, slow progress, failure of compliance, or breach by the Agency, the Authority may, at its sole discretion and without waiting for termination, step in and itself execute, complete, arrange, or get executed the whole or any part of the work through its own agency, through another contractor, or through any other mode it deems appropriate.

(b) All costs, losses, additional expenditure, administrative expense, delay consequences, and consequential charges arising out of such step-in or substitute execution shall be

recoverable from the Agency as a debt due to the Authority and may be adjusted from any amount payable to the Agency under this or any other contract.

(c) The Agency shall not be entitled to any compensation, extension, or claim on account of such step-in or substitute execution.

35. Risk and Cost

(a) In case of failure, neglect, abandonment, slow progress, defective execution, or breach by the Agency, the Authority may complete the work or arrange completion through another agency at the risk and cost of the defaulting Agency.

(b) Any excess expenditure, loss, damage, litigation cost, administrative expense, or liability incurred by the Authority shall be recoverable from the Agency.

(c) Such recovery may be made from running bills, security deposit, performance guarantee, retention money, other contracts, or through legal proceedings.

36. Set-off and Recovery of Dues

(a) Any amount due, recoverable, payable, or becoming payable to the Bidder/Agency under this or any other contract, bill, running account, security deposit, retention money, performance security, or otherwise may be adjusted, set off, withheld, appropriated, or recovered by the Authority against any dues, losses, damages, compensation, penalties, costs, charges, liabilities, or other amounts payable by the Bidder/Agency.

(b) Such set-off, withholding, appropriation, or recovery may be made from running bills, security deposits, retention money, performance security, any other contract, or any other dues payable to the Bidder/Agency, without prejudice to any other contractual or legal remedy available to the Authority.

(c) Where any excess expenditure, loss, damage, litigation cost, administrative expense, or liability is incurred by the Authority due to failure, neglect, breach, default, defective execution, slow progress, abandonment, or non-compliance by the Agency, the same shall be recoverable from the Agency in addition to any other remedy available under the Tender Document or law.

Indemnity and Risk Allocation

37. Indemnity and Risk Allocation

(a) The Agency shall fully indemnify, defend, and keep indemnified the Authority and its officers, employees, representatives, consultants, and agents from and against all actions, proceedings, claims, losses, damages, liabilities, penalties, demands, compensation, costs, charges, and expenses arising out of or in connection with:

(i) breach of contract by the Agency;

(ii) negligent act, omission, misconduct, fraud, or default of the Agency;

(iii) death, injury, or damage to any person or property;

(iv) labour disputes, statutory violations, or employment claims;

(v) intellectual property infringement;

(vi) environmental damage, pollution, nuisance, or safety violations;

(vii) acts or omissions of employees, subcontractors, suppliers, agents, or persons engaged by the Agency; and

(viii) any act resulting in liability upon the Authority due to execution of the work.

(b) The Agency shall bear all risks relating to the work, materials, machinery, equipment, labour, execution methodology, and site operations until completion and handing over.

(c) Recovery under this clause may be made from any amount due or becoming due to the Agency under this or any other contract with the Authority, without prejudice to other legal remedies.

Communication, Deemed Service and Post-Award Dispute Resolution

38. Communication and Deemed Service

(a) Any notice, communication, direction, order, e-mail, portal communication, SMS alert, digital communication, registered post, speed post, courier communication, hand delivery, or publication on the e-tender portal by the Authority shall be deemed to have been duly served upon the Bidder/Agency.

(b) Any notice, communication, clarification, order, demand, rejection, or decision issued by the Authority through the e-tendering portal, registered e-mail, speed post, courier, hand delivery, or any other prescribed mode shall be deemed valid service on the Bidder/Agency.

(c) The Bidder/Agency shall be responsible for maintaining a valid e-mail ID, mobile number, and portal credentials, and shall regularly check the portal and registered communication channels.

(d) Failure to receive or open a communication due to fault of the Bidder/Agency shall not invalidate the communication or enlarge any time limit.

39. Dispute Resolution During Post Award/Execution of Contract

(a) In respect of disputes, differences, claims, objections, or issues arising during the execution of the contract, including but not limited to measurement, quality, deviation, extra item, substituted item, variation, extension of time, delay, termination, levy of compensation, bill processing, release of payment, security deposit, defect liability, penalty, service levels, deliverables, milestones, maintenance obligations, supply obligations, consultancy outputs,

performance obligations, or any other contract-stage matter, the first authority for resolution shall be the City Engineer or such other Officer as may be designated or authorised by the Authority, where applicable to the nature of the contract.

(b) If the dispute is not resolved by the City Engineer or such other Officer as may be designated or authorised by the Authority, the aggrieved party may prefer an appeal before the Deputy Municipal Commissioner within fifteen (15) days from the date of receipt of communication of the decision of the City Engineer or such other Officer, as the case may be.

(c) If the dispute still remains unresolved, the aggrieved party may prefer a further appeal before the Municipal Commissioner within fifteen (15) days from the date of receipt of communication of the decision of the Deputy Municipal Commissioner.

(d) The decision of the Municipal Commissioner shall be the final decision of the Authority.

(e) The above internal remedies shall ordinarily be exhausted before invoking any judicial forum, save and except where recourse to law is expressly available under applicable law.

(f) Mere pendency of any dispute, appeal, representation, or proceedings shall not entitle the contractor or Agency to suspend, slow down, abandon, or stop execution of the contract, and the contractor or Agency shall continue execution of the contract during pendency of such proceedings.

(g) Mere pendency of any dispute, appeal, representation, proceedings, or decisions shall not entitle the contractor or Agency to any compensation.

(h) After exhaustion of the above stages, any party aggrieved may approach the competent judicial forum having exclusive territorial jurisdiction at Porbandar, subject to applicable law.

(i) This clause shall prevail over all other clauses of the tender in respect of disputes, differences, claims, objections, and issues arising during the execution of works, and all such matters shall be governed by this clause to the extent applicable.

Integrity, Anti-Corruption, Conflict of Interest and Corporate Events

40. Integrity Pact

(a) Where specifically stated in the Tender Document, or where the Authority so directs for a tender of sensitive, high-value, or strategic nature, the Bidder shall execute an Integrity Pact in the form prescribed by the Authority as a mandatory condition precedent.

(b) The Integrity Pact shall remain valid throughout the tender, award, execution, and post-completion period as applicable, and any refusal, breach, attempted breach, or withdrawal from the same shall constitute a material breach.

(c) Upon breach or refusal to execute the Integrity Pact, the Authority shall be entitled to reject the bid, cancel the award, forfeit EMD/security, blacklist/debar the Bidder, and take such further action as may be permissible under the Tender Document and applicable law.

(d) The Authority may require any further vigilance declaration, anti-corruption undertaking, or compliance certificate, and the Bidder shall comply without demur.

41. Fraudulent, Corrupt, Collusive and Coercive Practices

(a) The Bidder/Agency shall observe the highest standards of integrity and transparency during bidding and execution.

(b) Any fraudulent, corrupt, collusive, coercive, anti-competitive, cartelised, misleading, or unethical practice shall render the Bidder/Agency liable for rejection, termination, forfeiture, recovery, debarment/blacklisting, and further legal action.

(c) The Authority reserves the right to verify credentials, financial capacity, work experience, and authenticity of documents from any source deemed appropriate.

42. Conflict of Interest / Collusion / Bribery / Integrity and Disclosure

(a) The Bidder/Agency shall not have any conflict of interest that may affect fair competition or impartial execution of the contract.

(b) The Bidder/Agency shall not engage in collusion, cartelisation, bid rigging, bribery, inducement, gift, hospitality, or any corrupt or unethical practice in relation to the tender or the contract.

(c) The Bidder, Agency, its directors, partners, proprietors, employees, consultants, associates, OEMs, support entities, and any person acting on its behalf shall disclose any actual, potential, or perceived conflict of interest, related-party relationship, prior collusion, prohibited arrangement, commission, fee, gratification, or any circumstance that may affect impartial procurement or performance. Suppression of a conflict of interest, or failure to disclose a material relationship or arrangement, shall be treated as a material misrepresentation and a serious default, entitling the Authority to reject the bid, cancel award, terminate the contract, forfeit deposits, recover loss, and take debarment/blacklisting action or any other action deemed appropriate by the Authority.

(d) Where any integrity concern, suspicious conduct, or procurement impropriety is reasonably suspected, the Authority may seek clarifications, additional documents, explanations, undertakings, or third-party verification, and the Bidder/Agency shall cooperate fully and promptly.

43. Insolvency / Change in Control

(a) The Agency shall immediately inform the Authority in writing if, during the currency of the contract, there is any insolvency, bankruptcy, CIRP, winding up, liquidation,

appointment of receiver, material change in control, merger, amalgamation, restructuring, or any event likely to affect performance.

(b) Upon such event, the Authority may treat the same as a material default and may, at its sole discretion, suspend, withhold payment, seek additional security, or terminate the contract, in addition to any other remedy available under the Tender Document or law.

(c) The Agency shall not, without prior written approval of the Authority, transfer, assign, encumber, or materially alter control of its business or contract rights in a manner that may affect performance. Any such change without approval shall constitute a material default.

Intellectual Property, Data and Confidentiality

44. Intellectual Property, Data and Confidentiality

(a) All intellectual property, drawings, data, reports, designs, calculations, records, documents, software, specifications, templates, photographs, maps, and other material prepared or submitted for the contract shall, to the extent permitted by law and the tender conditions, be treated as property of the Authority from the moment of creation for official use in connection with the contract. The Agency shall not use such property for any commercial or non-commercial purpose outside the scope of this contract.

(b) The Agency shall not claim any intellectual property right over material created specifically for the Authority under the contract except to the extent expressly permitted in the tender.

(c) The Agency shall have no right to use, publish, or license any such material without the prior written consent of the Authority.

(d) The Agency warrants that its activities do not infringe upon the rights of any third party. The Agency shall unconditionally indemnify, defend, and hold the Authority harmless against any claims, losses, or damages arising from any alleged infringement.

(e) The Agency shall protect all confidential, commercial, technical, personal, operational, and security-related information accessed during the contract and shall not disclose the same except for lawful execution of the contract or as required by law.

(f) All data generated, collected, or processed by the Agency in connection with this contract shall be deemed the confidential property of the Authority. Upon termination or expiry of the contract, the Agency shall immediately return or securely destroy all such data as directed by the Authority, without delay and without any right of set-off or retention.

Completion, Exit and Final Settlement

45. Acceptance, Defects, Warranty, Transition, Handover, and Exit

(a) For works, goods, supply, services, consultancy, EPC, maintenance, operation and maintenance, hybrid contracts, or any other procurement category, the Bidder/Agency shall perform all obligations strictly in accordance with the Tender Document, approved specifications, applicable standards, statutory requirements, and directions of the Authority. The Authority shall have absolute discretion to determine whether any deliverable, work, material, equipment, service, report, software, output, milestone, or obligation is acceptable, defective, incomplete, delayed, unsafe, substandard, non-compliant, or otherwise unsatisfactory.

(b) The Authority shall have full and unrestricted right, at any stage, to inspect, test, verify, evaluate, accept, reject, seek clarification, require rectification, direct replacement, require re-performance, or withhold acceptance of any deliverable, work, material, equipment, service, report, software, output, milestone, or obligation, without being bound by any prior inspection, certification, approval, payment, partial acceptance, use, occupation, commissioning, or interim acceptance.

(c) No inspection, testing, certification, approval, payment, partial acceptance, use, occupation, commissioning, or interim acceptance by the Authority shall:

(i) amount to waiver of any defect, deficiency, latent defect, non-compliance, or breach;

(ii) relieve the Bidder/Agency from any warranty, defect liability, service-level, maintenance, confidentiality, safety, statutory, or performance obligation;

(iii) prejudice or limit the Authority's right to reject, recover damages, direct rectification, require replacement or re-performance, impose penalties, terminate the contract, invoke security, or take any other contractual or legal action.

(d) The Bidder/Agency shall remain fully and continuously responsible for quality, durability, workmanship, functionality, performance, reliability, interoperability, continuity of service, and strict compliance with specifications throughout the execution period, defect liability period, warranty period, maintenance period, transition period, handover period, exit period, and such further period as the Authority may require in order to secure complete and satisfactory performance.

(e) Upon expiry, completion, termination, rescission, cancellation, suspension, replacement, or transfer of the contract, the Bidder/Agency shall immediately and without demur cooperate in orderly transition and handover, including continuity of operations/services, transfer of records/documents/data, return of the Authority property, migration support, training, technical assistance, and any other activity required by the Authority for uninterrupted public service.

(f) The Bidder/Agency shall, at its own cost, provide all manuals, drawings, passwords, configurations, licences, access credentials, logs, reports, as-built records, databases, software support information, maintenance records, and any other material demanded by the Authority for audit, operation, continuity, maintenance, or future execution.

(g) No additional payment, compensation, escalation, claim, damages, loss of profit, idle charges, or extra charge shall be payable for compliance with transition, rectification, replacement, re-performance, warranty, defect liability, or exit obligations unless expressly and specifically provided in the Tender Document.

(h) The Authority may withhold any payment, certification, closure, or release pending full compliance with this clause. Failure to comply shall constitute a material breach and shall entitle the Authority, without prejudice to any other right or remedy, to reject deliverables, withhold payments, recover losses, invoke security, execute risk-and-cost measures, terminate the contract, blacklist/debar the Bidder/Agency, and take such further action as permissible under the Tender Document and applicable law.

46. Final Handover, No-Dues and Release of Security

(a) No final payment, final certification, release of retention, release of security, or closure of the contract shall become due unless and until the Authority is fully satisfied that the Bidder/Agency has completed all contractual, statutory, financial, safety, labour, handover, transition, and defect-related obligations to the absolute satisfaction of the Authority.

(b) The Bidder/Agency shall, as a condition precedent to any final settlement, hand over all records, data, documents, keys, credentials, assets, materials, tools, manuals, licences, passwords, source files, software, configurations, and any other property or information belonging to or required by the Authority, in such form and manner as directed by the Authority.

(c) The Bidder/Agency shall submit such no-dues statement, clearance certificate, reconciliation statement, final completion statement, final inventory, and any other declaration or supporting document as may be demanded by the Authority. The Authority shall be entitled to verify the same independently and may reject any claim of completion or no-dues if it is not satisfied.

(d) The Authority shall have absolute discretion to withhold final bill, final payment, final certification, closure, release of security, or any other benefit until all defects, deficiencies, claims, recoveries, penalties, damages, liabilities, taxes, statutory dues, and outstanding obligations are fully discharged or adequately secured to the Authority's satisfaction.

(e) Any claim for release of security, final payment, or closure shall be subject to the Authority's right to set off, adjust, recover, or retain any sum found due or likely to become due from the Bidder/Agency under this or any other contract.

(f) If any defect, claim, loss, liability, shortfall, or non-compliance is discovered after apparent completion or closure, the Bidder/Agency shall remain liable to the Authority to the fullest extent permitted by law and the Tender Document, and such liability shall not be affected by any earlier release, certification, or acceptance.

(g) The Bidder/Agency shall have no vested right to demand release of any amount, document, or security merely because work appears complete or a certificate has been issued. All such release shall remain entirely subject to the Authority's satisfaction and discretion under the Tender Document.

47. Retention, Performance and Substitute Security

(a) Where retention/performance money/security is provided for under the Tender Document, the Authority may retain such amount from running bills or final bills and may release the same only after complete satisfaction of the Authority regarding performance, defect liability, statutory compliance, final handover, and all other contractual obligations.

(b) The Authority may, at its sole discretion and where permitted by the Tender Document, accept an on-demand bank guarantee or other equivalent security in substitution of retention, in whole or in part, on such terms as the Authority may determine.

48. No Claim Certificate and Final Settlement

(a) Submission or acceptance of any no-claim certificate, final bill, final measurement, reconciliation statement, or final settlement document shall not prejudice the Authority's right to recover any amount subsequently found due from the Bidder/Agency.

(b) No payment, certification, reconciliation, or apparent closure shall extinguish latent defects, fraud, suppression, statutory liability, audit objection, vigilance objection, overpayment, excess payment, recoverable dues, or other liabilities subsequently discovered.

(c) The Authority may reopen accounts, measurements, recoveries, certifications, or settlements where fraud, suppression, clerical error, excess payment, audit objection, or material irregularity is subsequently detected.

Material Breach, Remedies and Cumulative Rights

49. Material Breach of Essential Conditions

(a) Any breach, non-compliance, delay, omission, false declaration, suppression, misrepresentation, unauthorised act, statutory violation, or failure to comply with any

mandatory, essential, or materially binding clause of the Tender Document, whether or not expressly repeated elsewhere, shall constitute a material breach of contract.

(b) Upon occurrence of such material breach, the Authority shall be entitled, without prejudice to any other contractual or legal right, to take any action deemed appropriate by it, including rejection of bid, cancellation of award, withholding or recovery of payment, forfeiture of earnest money or security, termination, risk-and-cost execution, debarment, blacklisting, disqualification from future tenders, and initiation of civil, criminal, or other proceedings, as permissible in law.

(c) The rights of the Authority under this clause shall be cumulative and shall operate in addition to, and not in derogation of, any other remedy available under the Tender Document, applicable law, or principles of equity.

(d) Without prejudice to the above, any material breach, wilful breach, repeated breach, fraudulent act, suppression of material fact, misrepresentation, unauthorised subletting, statutory violation, conflict of interest, or conduct prejudicial to public interest shall entitle the Authority to initiate debarment / blacklisting, apart from any other remedy available in law or under the Tender Document.

50. Remedies for Default, Breach and Misconduct by Agency

(a) In any case of default, breach, delay, under-performance, substandard performance, abandonment, misrepresentation, fraud, non-compliance, statutory violation, unauthorised subletting, or any other default or misconduct by the Agency, the Authority shall have full and cumulative rights to take such action as it may deem fit in law and under the contract.

(b) Without limiting the generality of sub-clause (a), the Authority may reject the bid, withhold or cancel award, suspend work, direct rectification, levy compensation, impose liquidated damages, recover risk-and-cost expenditure, encash performance security, forfeit EMD or other deposits where permissible, terminate the contract, blacklist/debar the Agency, and/or initiate civil, criminal, fiscal, contractual, administrative, or disciplinary proceedings.

(c) The Authority's right to act under this clause shall be independent of, and in addition to, all other rights and remedies available under the tender, contract, statute, common law, or equity.

(d) The Authority may exercise one or more remedies simultaneously or successively, and exercise of one remedy shall not preclude exercise of any other remedy available under the Tender Document or law.

(e) Any exercise or non-exercise of a remedy at one stage shall not amount to waiver, election of exclusive remedy, or limitation of any further action available to the Authority.

General Legal Safeguards and Hierarchy

51. No Waiver / No Estoppel / No Dilution

No act of acceptance, scrutiny, clarification, or opening of financial bid shall be deemed to waive any mandatory condition, nor shall it create any estoppel against the Authority from rejecting the bid or cancelling the award on any admissible ground.

52. No Equity / Public Law Relaxation

No Bidder or Agency shall be entitled to seek equitable relaxation, discretionary indulgence, waiver, special consideration, parity-based claim, or dilution of mandatory tender conditions on the ground of hardship, inadvertence, technical difficulty, past practice, substantial compliance, or alleged public law equity unless expressly permitted by the Authority in writing and consistent with applicable procurement policy and law.

53. No Oral Waiver / No Oral Amendment

(a) No act of acceptance, scrutiny, clarification, discussion, meeting, correspondence, negotiation, or opening of bid shall be construed as a waiver, modification, relaxation, or abandonment of any condition, right, remedy, objection, or requirement of the Authority under this Tender Document, unless the same is expressly recorded in writing and issued by the Authority through the prescribed official mode.

(b) No oral statement, oral assurance, informal communication, telephone call, meeting discussion, site visit remark, or representation by any officer, consultant, engineer, or representative of the Authority shall bind the Authority or be relied upon by any Bidder, unless it is expressly confirmed in writing and issued as a formal clarification, corrigendum, or direction through the e-tender portal or such other official mode as specified by the Authority.

(c) The Bidder shall not claim estoppel, legitimate expectation, acquiescence, promissory reliance, or any similar doctrine against the Authority on the basis of any informal, oral, or unrecorded communication. The burden shall always remain on the Bidder to act only on the written tender documents and official written communications of the Authority.

(d) Any purported waiver or relaxation, if granted, shall be strictly limited to the specific case and specific condition expressly stated in writing and shall not operate as a precedent, course of dealing, or general waiver in any other case, tender, or stage.

54. Right to Reject, Cancel or Re-tender / Scope Control

(a) The Authority reserves the absolute right to accept or reject any or all bids, annul the tender process, cancel the tender, abandon the requirement, split the scope, reduce the scope,

modify the scope, invite fresh bids, or re-tender at any stage without being obliged to communicate detailed reasons to the Bidder and without incurring any liability to any Bidder.

(b) No Bidder or Agency shall be entitled to claim compensation, costs, damages, loss of profit, bid preparation cost, expectation damages, or any other relief on account of such action, including cancellation, modification, splitting, re-invitation, or non-award of the tender.

(c) Mere participation in the tender shall not confer any right to award, negotiation, or contract.

(d) Public interest, public safety, administrative necessity, financial prudence, technical suitability, continuity of public service, and integrity of procurement shall prevail over any individual expectation or commercial interest of any Bidder.

(e) The Authority shall not be bound to assign detailed reasons for rejection, cancellation, annulment, non-award, or re-tender.

(f) Wherever recording of reasons is required under applicable law, Government Resolution, procurement policy, judicial direction, or statutory framework, the Authority may record such reasons in administrative file, proceedings, portal record, or such other official form as deemed appropriate, and absence of detailed communication to the Bidder shall not by itself invalidate the decision.

55. General Applicability Across Procurement Categories

(a) These Governing Conditions of Tender are intended to operate as a master set of general conditions applicable, mutatis mutandis, to works, goods, supplies, services, consultancy, design, engineering, EPC, maintenance, operation and maintenance, annual maintenance, rate contracts, framework contracts, turnkey contracts, hybrid contracts, and other public procurement arrangements, to the extent relevant to the nature and scope of the procurement.

(b) Expressions such as work, works, goods, supply, services, consultancy, contractor, agency, Bidder, supplier, vendor, consultant, deliverables, milestones, scope, contract, contract period, completion, defect liability, performance security, acceptance, and similar terms shall be construed in a manner consistent with the category of procurement and the particular tender schedule.

(c) Where a clause is inapplicable to a particular category of procurement, such clause shall be read as modified to the extent necessary to give effect to the procurement, without diluting the Authority's rights, the Bidder's obligations, or the integrity of the tender process.

56. Tender-Specific Schedules and Hierarchy

(a) Tender-specific schedules, data sheets, BOQ provisions, technical specifications, eligibility criteria, milestone schedules, commercial conditions, tender notice, NIT, schedule of quantities, scope of work, drawings, service levels, annexures, forms, addenda, corrigenda, and any special schedules issued for the particular procurement and procurement-category-specific requirements shall be read harmoniously with this Governing Conditions of Tender, and no omission, ambiguity, or silence therein shall be construed so as to dilute the Authority's rights or the Bidder's obligations under these Governing Conditions of Tender.

(b) In case of conflict, the tender-specific schedule, special technical conditions, and written addenda/corrigenda shall prevail over this master document only to the extent expressly stated, and otherwise the more stringent requirement shall apply.

(c) Nothing in this clause shall be construed as permitting the Bidder to claim ambiguity merely because the procurement is not a pure works contract.

Change in Law, Force Majeure, Survival and Severability

57. Change in Law, Rule, Policy or Mandatory Requirement

(a) If any change in law, rule, regulation, notification, circular, statutory requirement, court order, or government direction occurs after issue of tender or during the currency of the contract, the Agency shall comply with the same at its own cost unless the tender expressly provides otherwise.

(b) No claim for additional compensation, time extension, escalation, damages, or loss of profit shall be maintainable solely on account of a change that the Agency was legally required to anticipate or comply with in the ordinary course of its obligations.

58. Force Majeure

(a) Neither party shall be liable for failure to perform to the extent such failure is directly caused by an event of force majeure beyond reasonable control, provided that the affected party gives prompt written notice and takes all reasonable steps to mitigate the effect.

(b) Force majeure shall not excuse the Agency from maintaining safety, securing materials, protecting work already executed, or complying with statutory obligations unless physically impossible.

(c) The Authority may suspend, vary, or terminate the contract if force majeure continues for such period as makes continuation impracticable in public interest.

59. Survival of Obligations and Accrued Rights

(a) The provisions relating to indemnity, confidentiality, anti-fraud, record retention, audit, recovery, debarment, blacklisting, penalties, warranties, defect liability, conflict of interest, dispute resolution, and any other clause which by its nature is intended to survive shall continue to remain enforceable notwithstanding expiry, completion, termination, rescission, cancellation, closure, or discharge of the contract.

(b) Any liability already accrued or any cause of action arising during the currency of the contract shall remain enforceable notwithstanding completion, expiry, termination, rescission, cancellation, closure, or discharge of the contract.

60. Severability

(a) If any provision of this Tender Document, or any part thereof, is held by any competent court, tribunal, or authority to be invalid, illegal, void, unenforceable, or contrary to law, then such provision shall, to the maximum extent permissible in law, be deemed to be severed or read down only to the extent necessary to give it lawful effect, without affecting the validity, legality, enforceability, or operation of the remaining provisions.

(b) The remaining provisions shall continue to be in full force and effect and shall be enforced to the fullest extent available in law. The Authority shall be entitled to substitute such invalid, illegal, void, or unenforceable part with a lawful provision that most nearly reflects the original intent of the Authority and preserves, to the maximum extent possible, the commercial, administrative, and legal protection intended under this Tender Document.

(c) No Bidder shall be entitled to claim any relaxation, waiver, compensation, adjustment, or other relief merely because any part of this Tender Document is held invalid or unenforceable.

AFFIDAVITS AND INFORMATION FORMS

All affidavits and forms are compulsory and the Bidder shall be liable to be disqualified in case of non-compliance.

Write NA where information/question is not applicable in forms.

In case of any inconsistency, the Governing Conditions of Tender shall prevail to the extent of such inconsistency.

AFFIDAVIT A : GENERAL AFFIDAVIT-CUM-UNDERTAKING

To be executed on appropriate non-judicial stamp paper and duly notarised.

I/We, _____, being the Authorised Signatory of _____ (Bidder / Firm / Company / LLP / JV), having office at _____, do hereby solemnly affirm and state as under:

1. I/We have carefully read, understood and examined the Tender Document including the Governing Conditions of Tender, the Technical Specifications, the forms, all documents uploaded online by the Authority, and addenda/corrigenda issued thereto.

2. I/We expressly agree that the Governing Conditions of Tender shall prevail over all other tender conditions, instructions, forms and documents to the extent of any inconsistency or conflict.

3. I/We further expressly agree and undertake that all corrigenda, addenda, clarifications, extensions, pre-bid minutes, and other communications issued by the Authority on the e-tender portal or through officially prescribed modes shall be deemed to have been read, understood, accepted, and incorporated by the Bidder while preparing and submitting the bid, and no plea of ignorance, non-awareness, misunderstanding, or reliance upon oral or informal communication shall be maintainable against the Authority at any stage.

4. I/We agree to abide by all tender conditions, eligibility requirements, disclosure obligations, submission requirements, post-bid obligations, and all directions, clarifications, corrigenda, and conditions contained in the Tender Document.

5. I/We hereby declare the Bidder is neither associated, nor has been associated, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, or other documents for the work or is proposed as Project Manager for the Contract.

6. All information, documents, certificates, affidavits, undertakings, statements, forms, annexures, declarations and credentials submitted by me/us are true, correct, complete, genuine and not misleading in any respect.

7. I/We expressly acknowledge and understand that, except for the Tender Fee and EMD where physical submission is specifically required under the Tender Document, the bid and all mandatory documents are required to be submitted only in online electronic mode through the e-tender portal within the stipulated time. I/We further acknowledge and agree that any failure, defect, delay, non-uploading, incomplete uploading, unsuccessful submission, non-visibility, corruption, inaccessibility, or non-availability of any online bid or document on the e-tender portal shall be entirely at my/our sole risk and responsibility. I/We expressly waive and

relinquish any right to seek extension, relaxation, reopening, reconsideration, manual acceptance, physical acceptance, special consideration, or any other relief on such ground.

8. Any document requiring stamp duty has been executed on the correct stamp value as required under the tender and applicable law.

9. I/We undertake to immediately disclose any material change occurring after submission of the bid and before issuance of work order which may affect eligibility, qualification, integrity or technical responsiveness.

10. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

11. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Authority to verify this statement regarding our competence, capability, financial standing, and general reputation.

12. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Authority.

13. I/We understand that any false statement, suppression, concealment, partial disclosure, misleading disclosure, forged document, or misrepresentation may result in rejection/cancellation of bid, forfeiture of EMD/security deposit, termination of contract, debarment, blacklisting, and other action as deemed appropriate by the Authority.

14. I/We expressly agree that I/we have independently examined the Tender Document, specifications, site conditions, applicable laws, local conditions, execution requirements, risks, feasibility, logistics, statutory obligations, market conditions, and all other factors relevant to the bid, and have submitted the bid after exercising my/our own independent judgment and due diligence, without reliance upon any oral assurance, representation, opinion, estimate, interpretation, or expectation from the Authority except as expressly contained in the written Tender Document.

15. I/We hereby unconditionally accept and acknowledge the provisions of Clause 1: Interpretation and Applicable Guidelines of the Governing Conditions of Tender. I/We expressly agree that the Authority is the sole, primary and competent authority to interpret the provisions of the Tender Document and the contract terms, and that such interpretation shall be final, binding, and conclusive upon me/us for all purposes, including tender evaluation, dispute resolution, contract administration, and execution. I/We further undertake that I/we shall not dispute, challenge, or question the Authority's interpretation, nor rely upon any oral, informal, or extraneous interpretation. Any attempt to do so shall constitute a material breach of the Tender

conditions, rendering me/us liable for such further action as the Authority may deem appropriate.

16. I/We declare that this affidavit is executed voluntarily and with full knowledge of its legal consequences.

Date: _____ Place: _____

Signature of Authorised Signatory: _____

Name: _____

Designation: _____

Name of Bidder/Firm/Company: _____

AFFIDAVIT B : NON-BLACKLISTING / DEBARMENT AFFIDAVIT

To be executed on appropriate non-judicial stamp paper and duly notarised.

I/We, _____, being the Authorised Signatory of _____ (Bidder / Firm / Company / LLP / JV), do hereby solemnly affirm and state as under:

1. My/Our firm has not been blacklisted, debarred, suspended, terminated for default, or declared non-performing by any Government Department, Government Undertaking, Statutory Authority, Local Authority, Urban Local Body, Panchayat, Board, PSU, Authority, Instrumentality of the State, or any entity controlled, owned, funded, or substantially financed by the Government or falling within the meaning of public authority, local authority, or instrumentality of the State, during the preceding five (05) years from the last date of submission of bid.

2. The undersigned also hereby certifies that our firm has not abandoned any work of Government / any Board or Authority under Government nor any contract awarded to us for such works have been rescinded, during the preceding five (05) years from the last date of submission of bid.

3. All such past and present proceedings, orders, notices, and actions for the preceding five (05) years from the last date of submission of bid, whether concluded or pending, have been disclosed in the bid documents.

4. The disclosure obligation, wherever applicable, extends to the Bidder's directors, partners, proprietors, control persons, beneficial owners, JV partners, MOU partners, consortium partners, technical tie-up entities, lease arrangement entities, supply arrangement entities, OEM support entities, parent/subsidiary concerns, sister concerns, merger/amalgamation entities, and any similar arrangement to the extent their status or conduct has a bearing on eligibility or integrity.

5. No suppression, concealment, false declaration, or misleading disclosure has been made regarding the above matters.

6. I/We understand that any suppression, concealment, false declaration, misleading disclosure, forged order status, or non-disclosure of the current status of any blacklisting/debarment/suspension order, including whether any such order is stayed by a competent court, set aside by a competent court, or expressly revoked/withdrawn/set aside by the issuing authority from its original effective date, may render the bid ineligible and may result in forfeiture of EMD, cancellation of award, debarment, blacklisting, and other such action as deemed appropriate by the Authority.

Date: _____ Place: _____

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Name of Bidder/Firm/Company: _____

AFFIDAVIT C : MATERIAL INFORMATION DISCLOSURE AFFIDAVIT

To be executed on appropriate non-judicial stamp paper and duly notarised.

I/We, _____, being the Authorised Signatory of _____ (Bidder / Firm / Company / LLP / JV), do hereby solemnly affirm and state as under:

1. All material information having a bearing on eligibility, qualification, technical responsiveness, integrity or financial capacity has been disclosed in the bid.

2. Material information includes blacklisting, debarment, termination, suspension, adverse court orders, pending proceedings, insolvency, litigation, and any other fact expressly required by the tender.

3. Such disclosure extends to the Bidder and, where applicable under the tender, to any person or entity whose qualification, experience, credentials or eligibility are relied upon in the bid.

4. All such information relating to the preceding five (05) years from the last date of submission of bid has been fully and truthfully disclosed.

5. The disclosure is continuing in nature up to issuance of work order, and any material change occurring after submission of the bid and before issuance of work order shall be immediately disclosed in writing to the Authority.

6. No material fact has been suppressed, concealed, partially disclosed or misrepresented.

7. I/We understand that any suppression, concealment, partial disclosure, misleading disclosure, false declaration, or failure to update material information before award/work order may render the bid ineligible and may result in forfeiture of EMD, cancellation of award, further penal action including debarment or blacklisting, and other such action as deemed appropriate by the Authority.

8. I/We further understand that any blacklisting, debarment, suspension, or similar disqualification order must be disclosed even if later cancelled, revoked, withdrawn, set aside, or otherwise altered by the issuing authority or any competent administrative authority, and the status of any court stay or court set-aside of such order must also be disclosed. Where any later administrative order expressly restores eligibility from the original effective date, that fact must also be disclosed.

Date: _____ Place: _____

Signature of Authorised Signatory: _____

Name: _____

Designation: _____

Name of Bidder/Firm/Company: _____

FORM 1

TENDER FEE AND EMD DETAILS

(To be submitted on the Bidder's Letterhead)

Please furnish details of the Tender Fee and Earnest Money Deposit (EMD) submitted with the bid.

Particulars	**Details**
Tender Fee Amount	_____
Tender Fee Payment Mode	_____
Tender Fee Instrument / Receipt No.	_____
Tender Fee Date	_____
Tender Fee Issuing Bank & Branch / UTR No.	_____
EMD Amount	_____
EMD Payment Mode	_____
EMD Instrument / Receipt No.	_____
EMD Date	_____
EMD Issuing Bank & Branch / UTR No.	_____
Supporting documents enclosed	Yes / No
Remarks	_____

Declaration: I/We confirm that the above particulars are true, correct and complete, and that the supporting proof of Tender Fee and EMD has been submitted in accordance with the Tender Document.

Date: _____ Place: _____

Signature of Authorised Signatory: _____

Name: _____

Designation: _____

Name of Bidder/Firm/Company: _____

Note: Mere submission of this Form shall not be treated as compliance with the Tender Fee or EMD submission requirements. If the Bidder fails to upload the requisite Tender Fee and/or EMD instrument along with the online bid and/or fails to submit the original Tender Fee and/or EMD instrument in physical form within the time and manner prescribed under the Tender Document, the bid shall be treated as non-responsive and shall be liable for rejection without further notice.

FORM 2

BIDDER PARTICULARS / CONSTITUTION / AUTHORISATION / CATEGORY

Please fill only the information required for tender evaluation.

Particulars	**Details**
Name of Bidder	
Constitution / Legal Status	
Whether Proprietorship / Partnership / LLP / Company / JV / Other	
Place of Registration	
Registration Number	
Principal Place of Business	
PAN	
GSTIN	
Name and address of Authorised Signatory	
Copy of Power of Attorney / Authorisation enclosed	Yes / No

FORM 3

MATERIAL INFORMATION DISCLOSURE SCHEDULE (AS APPLICABLE)

The following disclosure is to be furnished for the preceding five (05) years from the last date of submission of bid, in respect of the Bidder and any person/entity whose credentials are relied upon in the bid.

Sr. No.	**Category of Information**	**Details**	**Applicable (Yes/No)**	**Supporting Document**
1	Blacklisting / Debarment / Suspension			
2	Termination / Rescission of Contract			
3	Pending Litigation / Arbitration / Court Proceedings			
4	Adverse Court Orders			
5	Insolvency / Bankruptcy / Winding up			
6	Criminal Proceedings / Fraud / Corruption			
7	Any Other Material Adverse Fact			

Declaration: I/We certify that the above disclosures are true, complete and continuing up to issuance of work order.

FORM 4

LITIGATION HISTORY

Please furnish litigation/arbitration history for the preceding five (05) years from the last date of submission of bid.

Sr. No.	Other Party	Forum / Court / Tribunal	Cause of Dispute	Amount Involved	Present Status	Remarks

Declaration: I/We confirm that no material litigation/arbitration has been withheld or concealed.

FORM 5

DEBARMENT / BLACKLISTING / NON-PERFORMANCE DISCLOSURE

Provide particulars of any order/action during the preceding five (05) years from the last date of submission of bid, whether against the Bidder or any relied-upon entity.

Sr. No.	**Entity Name**	**the Authority / Body**	**Nature of Action**	**Date / Period**	**Current Status**

Declaration: I/We confirm that all such matters, if any, have been fully disclosed and supporting documents enclosed.

FORM 6

THIRD PARTY / SEPARATE LEGAL ENTITY RELIANCE FORM

This form is to be used only where the applicable Government Rule / Resolution / Circular / Manual / tender condition expressly permits reliance on another legal entity.

1. Name of separate legal entity: _____
2. Nature of entity (Company/Firm/LLP/JV/OEM/Supplier/Other): _____
3. Rule / Resolution / Circular / Manual / Tender condition permitting reliance: _____
4. Exact clause / reference number: _____
5. Qualification / experience / credentials relied upon: _____
6. Whether NOC enclosed: Yes / No
7. Whether non-blacklisting affidavit enclosed: Yes / No
8. Whether material information affidavit enclosed: Yes / No
9. Whether entity independently satisfies tender eligibility / disqualification criteria: Yes / No
10. Supporting documents enclosed: _____

Declaration by Bidder: I/We confirm that reliance on the above entity is strictly in accordance with the applicable Government Rule / Resolution / Circular / Manual / tender condition.

Declaration by Separate Legal Entity: I/We confirm that the details furnished are true and that we consent to such reliance for this bid, subject to the tender documents.

Signature of Bidder: _____ Signature of Separate Entity: _____

FORM 7

CONTRACT / EXPERIENCE / COMPLETION CERTIFICATE DETAILS

Please furnish details of contract / work / supply / service / consultancy / EPC / maintenance experience, as required under the Tender.

Sr. No.	**Project Name**	**Employer**	**Description of Work**	**Value of Contract**	**Date of Work Order**	**Date of Completion / Status**	**Date of 3A Certificate**	**Remarks**

Completion / 3A Certificate(s) from the employer / engineer-in-charge / client / authority, as applicable, enclosed: Yes / No

FORM 8

BID CAPACITY / EXISTING COMMITMENTS

Please furnish existing commitments and ongoing works as on the date of this bid.

Sr. No.	Description of Works	Place & State	Contract No.	Employer	Value of Contract (Rs. Cr.)	Remaining Value (Rs. Cr.)	Anticipated Completion

Bid capacity computation / supporting calculation attached: Yes / No

Bank / credit support considered in bid capacity: Yes / No

FORM 9

KEY PLANT / MACHINERY AVAILABILITY

List of key plant and machinery proposed for the contract.

Sr. No.	Plant / Machinery	Location	Age / Condition	Make & Capacity	Owned / Leased / To be Procured	Remarks

FORM 10

KEY PERSONNEL AVAILABILITY

Please furnish qualifications and experience of key personnel proposed for the contract.

Sr. No.	Position	Name	Qualification	Years of Experience	Proposed Date of Deployment

FORM 11

FINANCIAL REPORTS AND CREDIT FACILITY

A. Details of Financial Reports as required under Tender

Sr. No.	Financial Year	Document Enclosed	Remarks

B. Evidence of access to financial resources / credit facilities

Sr. No.	Type of Resource	Amount / Limit	Supporting Document Enclosed

Banker details for reference: Name of Bank _____ Branch _____

Contact No. _____ Email _____

Minimum working capital / liquid assets available for the work: _____

FORM 12

JOINT VENTURE PARTICULARS / JOINT & SEVERAL LIABILITY

To be used where the Bidder is a joint venture / consortium / partnership arrangement permitted under the tender.

1. Name of JV / Consortium: _____

2. Lead member: _____

3. Member 2: _____

4. Member 3: _____

5. Percentage participation of each member: _____

6. Joint venture agreement enclosed: Yes / No

7. Confirmation of joint and several liability for execution of the contract: Yes / No

8. Confirmation that each member separately satisfies the tender conditions applicable to it: Yes / No

9. Details of blacklisting, debarment and other material information for each member enclosed: Yes / No

10. Additional remarks: _____

Note : This form is applicable only if Joint Ventures are expressly permitted in the Tender Notice/Data Sheet; otherwise, this form shall be treated as Not Applicable.

FORM 13

CONFLICT OF INTEREST / COLLUSION / RELATED PARTY DISCLOSURE

(To be submitted on the Bidder's Letterhead)

Tender Name: _____

Tender No.: _____

Name of Bidder: _____

I/We, the undersigned, being the Authorised Signatory of

_____

(Bidder / Firm / Company / LLP / JV / Consortium),

do hereby declare and state as under:

1. I/We declare that neither the Bidder nor any person/entity whose qualification, experience, credentials, or eligibility are relied upon in the bid has any actual, potential, perceived, direct, indirect, financial, managerial, beneficial, contractual, or controlling conflict of interest that may affect fair competition, impartial evaluation, or execution of the contract.

2. I/We further declare that neither the Bidder nor any of its directors, partners, proprietors, shareholders, key managerial personnel, employees, consultants, associates, agents, OEMs, support entities, subcontractors, or persons acting on its behalf has:

(a) entered into any collusive arrangement, cartel arrangement, bid-rigging arrangement, anti-competitive understanding, price-fixing arrangement, market allocation arrangement, or any prohibited coordination with any other Bidder;

(b) directly or indirectly attempted to influence the tender process through unauthorised communication, inducement, pressure, lobbying, recommendation, gratification, gift, hospitality, commission, brokerage, favour, or other improper means;

(c) any undisclosed relationship, financial interest, partnership, employment, consultancy, beneficial ownership, agency arrangement, commission arrangement, or similar connection with:

(i) any other Bidder;

(ii) any consultant associated with the tender;

(iii) any officer, employee, representative, or advisor connected with the tender process;

(iv) any person/entity involved in preparation of the tender, design, specifications, estimate, DPR, evaluation, supervision, or project management.

3. I/We declare that no relative, related party, associate concern, sister concern, parent entity, subsidiary entity, common management entity, beneficial owner, common shareholder, or connected entity has participated in the tender in a manner prohibited under the Tender Document or applicable law.

4. I/We undertake that if any actual, potential, perceived, direct, indirect, or subsequent conflict of interest, collusive conduct, prohibited arrangement, or related-party relationship comes into existence or comes to our knowledge at any stage of the tender or contract, the same shall be immediately disclosed in writing to the Authority.

5. I/We understand and agree that any suppression, concealment, partial disclosure, misleading disclosure, false declaration, non-disclosure, collusive conduct, cartel conduct, conflict of interest, or integrity-related violation may result in rejection of bid, cancellation of award, forfeiture of EMD/security, termination of contract, debarment/blacklisting, recovery proceedings, and such other action as deemed appropriate by the Authority under the Tender Document and applicable law.

6. I/We further declare that this disclosure is true, complete, and continuing in nature.

Date: _____

Place: _____

Signature of Authorised Signatory: _____

Name: _____

Designation: _____

Name of Bidder/Firm/Company: _____