

GENERAL INSTRUCTIONS TO BIDDERS

A. GENERAL

1. BID INVITATION:

The Chhota Udepur Nagarpalika (hereinafter referred to as “the Employer”) invites competitive bids from all interested and eligible bidders for

Project Description:

CONSTRUCTION WORK OF RCC ROADS AND RAMP NEAR KAMNATH MAHADEV TEMPLE AND TOILETS AT THE WATER WORKS SITE OF CHHOTA UDEPUR NAGARPALIKA UNDER: 15TH FINANCE (UNTIED) GRANT YEAR-2024-25..As per Appendix to bid details.

1.2 **Scope of Bid:**

The scope of work/services to be done / provided by the contractor under this bid will be as under:

1.2.3 **Construction Scope:**

As per Appendix to Bid details.

1.3 **Time of Performance:**

The successful bidder will be expected to complete the works within (time in months) as per time limit given in Appendix to Bid details from the date of issue of letter of acceptance.

1.4 **Project Implementing Agency:**

The “CHHOTA UDEPUR NAGARPALIKA” shall be the project-implementing agency. This contract shall be administered and managed by the Chhota Udepur. Nagarpalika as per given in Appendix to Bid details.

1.5 **Allocation of Risk & Responsibilities:**

1.5.1 **Contractor:**

The preliminary designs and details contained in the bid documents are based on limited and indicative field data as available with the Employer at the time of preparation of the bidding documents. Bidder shall be responsible to verify / examine / check and make his own assessment of the site, site data, soil data and the schematic details shown in the bid documents based on his own investigations and/or additional surveys, if required, at bidder’s own cost.

- The contractor will be responsible to procure and supply equipment and materials like cement, steel, for construction of Above Mentioned Work etc. to be supplied by the bidder at his own cost and risk. These materials and equipment shall conform to the specification contained in this document and will be procured from the approved vendors listed in this document as a part of this tender document. Vendor list cannot be changed at post tender or post contract stage.
- The procurements shall be made from the vendors approved by the Nagarpalika and contained in the vendor list provided in this document. Such vendors shall have BIS mark and ISO 9002 certification wherever applicable contained in **Appendix 2** of this document.
- **If case of procurement of materials outside India, no exemption Certificate shall be granted for import duty or any other duties applicable thereto. Further, the**

quality standard of the materials shall be of ISO /country of origin standard and shall have to be equivalent or higher than relevant BIS standard.

- The contractor will supply the goods, materials and equipments duly tested and certified by the manufacturer as per “Quality Assurance Plan” (QAP) provided by the bidder and approved by the employer and/or it's appointed third party inspection agency.
- The Contractor will undertake all soil & site investigations and other explorations at his cost as may be necessary for design of all civil structures etc, which is covered under the scope of this contract.
- The Contractor will have to design the civil works Mentioned Above etc. as per the relevant national and/or international standards & as per latest specification and Chhota Udepur of practice published by the Bureau of Indian standards and shall be subjected to Nagarpalika or its appointed agencies approval at his cost so as to make them multi hazard proof (i.e. Cyclone, Earthquake). **IS 1893-2002 Criteria for Earthquake Resistance Design of Structures Part - I & Draft IS 1893-2002 Part II (Liquid Retaining Tanks) should be observed strictly.**
- The Contractor shall organize on the job and off the job-training program for the staff of the Nagarpalika or their nominated personnel within a period of four months from the date of completion.
- The Contractor shall be responsible to make good and bring to original position road and land surfaces etc. damaged during construction of structures at his cost.
- The Contractor shall be responsible for all the damages to the underground cables, power lines, telephone lines, other water/sewer lines and other infrastructure facilities etc. while executing the works under this contract and shall bear all costs relating to repairs / replacements.
- The contractor shall be responsible for failure of Structure during the full period of contract and the **defect liability period of One year from the date of completion.**
- The Contractor will prepare and present interim/running and final bills.
- The Contractor shall be responsible for the safety and performance of all civil and other structures up to the end of period of defect liability of One year from the date of completion. The damages/defects identified by the “Engineer in-charge” shall be made good, as per Standards, by the contractor at his cost and risk. In case of collapse of structures in part or full replacement/reconstruction shall be done by the contractor at his cost and risk.
- On successful completion of works and Operation & Maintenance as per the contract thereafter contractor shall handover the works to Nagarpalika.
- **The document can be down loaded from the site of department**
- The **NAGARPALIKA** assures all participants for the contract that adequate financial resources are available to cover the financial requirements and funds are available to meet the disbursement needs of the construction contracts in accordance with the provisions of tender documents.
- All the material shall be inspected by Nagarpalika internal system and/or through Third Party Agency appointed by the employer.
- **Special Condition:** - If Contractor fails provide materials in time and Nagarpalika have rights to provide those materials through its internal system of purchasing or utilization of those materials on their project the rate chargeable shall be the actual cost of material at site including all the taxes and 5% cost for storage.

1.6 **The Employer:**

- Nagarpalika only under special circumstances and solely at its own absolute discretion consider the request of contractor to provide material to the contractor which he is unable to provide because of acceptable and recorded reasons, on payment of a price equivalent to the unit rate contained in the Price Bid or the Nagarpalika issue rate whichever is higher. Contractor will have to arrange his own transportation from the Nagarpalika store to his site of work at his own cost.
- Nagarpalika will handover the clear possession of the site of works to the contractor immediately after the issuance of work order to commence the works.
- Nagarpalika will provide indicative drawings and design parameters for all works to be designed by the contractor.
- Nagarpalika will approve the detailed designs and drawings presented by the contractor either through its own internal system or through its authorized and appointed Third Party Agency.
- Nagarpalika will approve and pay all interim/running/final bills presented by the Contractor.
- Nagarpalika will be responsible to get all statutory permissions and clearances from the concerned central / state or local statutory authorities. However, the contractor shall have to manage the day-to-day activities based on these clearances on site. Nagarpalika shall provide required help and assistance for such day-to-day activities.
- The Nagarpalika will make available Right of Use for construction of shelter home, its day-to-day management on site shall be the responsibility of the contractor for which Nagarpalika shall provide necessary help and assistance.

1.7 The works under this Contract shall be executed on the basis of Turnkey concept of Design Building, Constructing, testing and Commissioning all Civil Mechanical, electrical works and also cover Three year of defect liability period.

1.8 The Bidder is required to note that details of the proposed project given in the bid are subject to review and refinement during the course of detailed engineering to be undertaken by the successful bidder before commencement of the works.

1.9 All bids are to be completed and returned to the Employer in accordance with these Instructions to Bidders.

1.10 Throughout these bid documents the term "Bid" and "Tender" and their derivatives (Bidder/Tendered/Contractor/Applicant, bid/tendered, bidding/tendering, etc.) are synonymous. Also, throughout the bid documents, the word "day" means a calendar day, the word "month" means a calendar month and the word "year" means a calendar year.

1.11 Information material borrowed by the Bidders, if any, shall remain the property of the Nagarpalika and shall be provided by the Nagarpalika for information, solely for the purpose of the bids execution under this Contract. All such borrowed material shall be returned to Nagarpalika after submission of the bids.

2 SOURCE OF FUNDS:

CONSTRUCTION WORK OF RCC ROADS AND RAMP NEAR KAMNATH MAHADEV TEMPLE AND TOILETS AT THE WATER WORKS SITE OF CHHOTA UDEPUR NAGARPALIKA UNDER: 15TH FINANCE (UNTIED) GRANT YEAR-2024-25..As is to be financed through the funds available with the Nagarpalika or resources to be raised by Nagarpalika from financial institutions.

3 ELIGIBLE BIDDERS:

- 3.1 The bidders who, after a look to the qualification criteria feel that they will be qualified can participate in this **Single Stage - Two Envelope** bidding procedure. The participating bidders shall be subjected to assessment of their technical and financial competence to carry out the work under this tender as per the **Qualification Criteria** contained in **Appendix - 1**. Only bidders qualified under this process will become eligible for opening of the price bid.
- 3.2 Bidders shall provide evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 3.3 Bidders shall not be listed under a declaration of ineligibility for corrupt or fraudulent practices issued by the Central Govt. State in accordance with sub-clause 45.1 (c) or the list of black listed contractors announced by Nagarpalika / Govt. of Gujarat or its Public Sector undertakings.

4 ELIGIBLE MATERIALS, EQUIPMENTS & SERVICES:

- 4.1 For purposes of Clause 4 above, "services" means the works and all project-related services including design services.
- 4.2 For purposes of Clause 4 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing or substantial or major assembling of components, a commercial recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3 The materials, equipment and services to be supplied under the contract shall comply with the following provisions:
 - (a) All materials, equipment and services (including without limitation all computer hardware, software and systems, whether separately procured or incorporated within other equipment and services) shall be designed to be used prior to, during, and after the calendar year (**latest year**);
 - (b) Neither the performance nor functionality of such materials, equipment and services shall be affected by dates prior to, during, and after the (**latest year**)(c) Such materials, equipment and services, and the logic included therein, shall operate during each such time period without error relating to date data, specifically including any error relating to, or the production of, date, data which represents or references different centuries or more than one century and the correct treatment of the Year as a leap year, and
 - (d) The provision and use of such materials, equipment and services shall not infringe or violate any industrial property of intellectual property rights or claim of any third party.

5. QUALIFICATION OF THE BIDDER:

- 5.1 To be qualified for award of Contract, bidders shall:
 - (a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
 - (b) Submit Qualification requirements specifying financial capacity, technical capacity, minimum acceptable levels with regards to Bidder's experience in relevant projects and other relevant factors such as work in hand, future commitments, and litigation history as given and described in the **Appendix 1** to Instruction to Bidders.

- (c) Submit proposals regarding work methods, scheduling and re sourcing which shall be, provided in sufficient detail to confirm the bidders' capability to complete the works in accordance with the specifications and the time for completion.
 - (d) Submit Memorandum of Understanding (MoU) with material supplier clearly stating the terms & conditions of the MoU. Such MoU shall not be amended or modified without prior consent from Nagarpalika during the period of performance of contract, Nagarpalika shall not allow such change except for special reasons.
- 5.2 ~~Joint venture consortium of two or more firms / members / companies, as partners shall comply with the following requirements:~~
- (a) ~~In case of bidder participating as a Joint Venture, on his selection for award of contract, all members of the Joint Venture will have to sign the contract with the Employer and will be jointly and severally liable for performance of the contract/ Award of contract will be in the name of Joint Venture consortium which will be considered as "Legal Entity" as far as this bid/contract concern.~~
 - (b) ~~The bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all partners;~~
 - (c) ~~One of the partners shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;~~
 - (d) ~~The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture and the entire execution of the Contract;~~
 - (e) ~~All partners of the joint venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful bid); and~~
 - (f) ~~A copy of the Stamped and notarized agreement entered into by the joint venture partners shall be submitted with the bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non-prescription, the JV agreement will be declared as invalid and the bid will be treated as a single bidder, in the name of bidder, who has purchased the bid documents.~~
 - (g) ~~In case of Joint Venture technical strengths of all the members shall be grouped together for evaluation. Financial strengths of all the JV members will be considered proportionate to their financial stakes.~~
 - (h) ~~In case of "MoU", with a supplier experience and strengths of supplier will be considered for evaluation of Supply and manufacture experience criteria.~~
- 5.3 ~~Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the Employer's Requirements and the completion time referred to in Sub-Clause 1.2 above.~~
- 5.4 ~~All guarantees shall be in the name of the joint venture if the bid is submitted in the form of a joint venture consortium.~~

6. ONE BID PER BIDDER:

Each bidder shall submit only one bid either by itself, or as a partner. A bidder who submits or participates in more than one bid under this proceed will cause all those bids to be rejected.

7. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs.

8. SITE VISIT:

- 8.1 The bidder is advised to depute a suitable team to visit and examine the Site of Works and its surroundings for fully understanding of the job and ascertain the difficulties that may be encountered during execution of the works and for obtaining for himself, on his own responsibility, all information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the Site shall be entirely at bidder's own expense.
- 8.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses Incurred as a result of the inspection.

B. BIDDING DOCUMENTS

9. CONTENT OF BIDDING DOCUMENTS

- 9.1 The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 11:

VOLUME - I: TECHNICAL BID

AS PER SBD

VOLUME - II: PRICE BID

AS PER SBD

- 9.2 The bidder is expected to examine carefully the contents of the Bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 28, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

10. CLARIFICATION OF BIDDING DOCUMENT:

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax (hereinafter the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification, which it receives earlier than 7 days prior to deadline for submission of bids. Copies of the Employer's response, including a description of the enquiry, will be forwarded to all purchasers of the bidding documents.

11. AMENDMENTS OF BIDDING DOCUMENTS:

- 11.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 9.1, and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to the Employer.
- 11.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids, in accordance with Clause 23.
- 11.4 All amendments and modifications issued by the Employer shall be deemed to be integral part of the contract to be signed with the successful bidder.

C. PREPARATION OF BIDS

12. LANGUAGE OF BID:

The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid the English translation shall prevail.

13. DOCUMENTS COMPRISING THE BID:

- 13.1 The bid Shall be submitted Online Through N-Procure, Where Criteria relating to Technical Bid and Price bid shall be filled and submitted On-Line.
- 13.2 The technical proposal shall contain the following:
 - (i) Bid Form for Technical Proposal and Appendix to Technical Proposal;
 - (ii) Power of Attorney
 - (iii) Information on Qualification (Completion Certificate given by component Authority as per Bid Evolution Criteria)
 - (iv) Confirmation of Eligibility
 - (v) Schedule of Major items of equipment's
 - (vi) Schedule of major items of Constructional plant
 - (vii) Schedule of key personnel
 - (viii) Schedule of key Sub-contractors
 - (ix) Schedule of recommended spare parts
 - (x) Schedule of compliance with the bidding documents
 - (xi) Schedule of construction facilities
 - (xii) Schedule of construction method
 - (xiii) Any other material required to be completed and submitted by bidders in accordance with these instructions to bidders.
 - (xiv) Form of Bid Security
 - (xv) Original Document of Tender Fee and Earnest Money Deposit

13.3 The price proposal shall be submitted On-Line

14. BID FORM & PRICE SCHEDULE:

The Bidder shall complete the Bid Forms and schedules furnished in the bidding documents in the manner and detail indicated therein, following the requirements of Clauses 15 and 16.

15. BID PRICES:

15.1 Unless specified otherwise in Employer's Requirements, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc. services as may be specified in the bidding documents, all in accordance with the requirements of the Conditions of Contract.

15.2 The bidders shall have to give detailed rate analysis in justification of the prices as may be required by the employer as a part of the evaluation process, if so desired by the employer.

16. BID CURRENCIES:

The prices shall be quoted on fixed and firm price basis in Indian currency (i.e. INR) only without any price escalation and / or statutory variation.

17. BID VALIDITY:

17.1 Bids shall remain valid for a period of 120 days after the date of opening of technical proposals specified in Sub-Clause 26.1

17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 18 in all respects.

18 BID SECURITY:

18.1 The bidder shall furnish, as part of its bid with the technical proposal, a bid security in the amount of **(Almost 1% of the Amount put to tender)**.

18.2 The bid security shall, at the bidder's option, be in one of the following form:

(a) A Demand Draft payable to **(Name of Executing Authority given in Appendix to Bid details)** issued by a reputed Scheduled Bank except co-operative bank or a foreign bank.

(b) A fixed deposit receipt pledged in the name of **(Name of Executing Authority given in Appendix to Bid details)** from reputed Scheduled Bank except co-operative bank or a foreign bank and valid up to 30 days from the date of closure of the bid validity period of 120 days.

~~(c) An unequivocal and unconditional Bank Guarantee in the prescribed format given in this document issue by reputed Scheduled Bank except co-operative bank or a foreign bank and valid up to 28 days from the date of closure of the bid validity period of 120 days.~~

~~The format of the bank guarantee shall be in accordance with the sample form of bid security included in Section 6; other formats may be permitted, subject to the prior approval of the Employer. The bid security shall remain valid for 28 days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 17.2.~~

- 18.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.
- 18.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after the expiration of the period of bid validity.
- 18.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.
- 18.6 The bid security may be forfeited;
 - (a) If the bidder withdraws its bid, except as provided in Sub-Clauses 25.1 and 30.2.
 - (b) If the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 36.2; or
 - (c) In the case of a successful bidder, if it fails within the specified time limit to:
 - (i) Sign the Contract Agreement,
 - (ii) Furnish the required performance security,

19. ALTERNATIVE PROPOSALS BY BIDDERS:

Bidders are not permitted to give any alternative offer containing technical or other alternatives. Their bid proposals shall be in total conformity of the employer's requirement as described in the bidding documents.

21. FORMAT AND SIGNING OF BID:

21.1 The bidder shall prepare one original hard copy of the technical proposal

- 21.2 The original copy of the bid shall be typed or written in indelible ink (in the case of copies, Photostats) are also, acceptable and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clauses 5.1 (a) or 5.2 (b), as the case may be. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 21.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

22 SEALING AND MARKING OF BIDS:

- 22.1 The bid shall be submitted online through E-tendering.

Online: The Price bid shall be filled online in the prescribed format provided on the Website and Submitted before 08/06/2026 up to 18.00 hrs.

- 22.2 SUPPORTING DOCUMENTS :

While the bid shall be submitted online all the supporting documents including EMD and tender fee shall be submitted in sealed envelope along with other enclosure. Information to be provided in hard copy as a part of supporting documents shall be sent to the Chief Officer, Chhota Udepur. Nagarpalika, Chhota Udepur. Duly signed

by the authorized signatory. The Supporting documents shall be submitted on or before due date and time in a sealed envelope clearly super-scribed with Tender Description, Address of Bid office and Due date.

The Bidder has to send all supporting documents by registered post only. So as to reach at the Bid Submission Office on or before the last date & time fixed for receipt of BID. Chhota Udepur. Nagarpalika is not responsible for any loss or delay of Tender in transit.

The bid shall be in two envelopes as follows:

Envelop A - Bid security

Envelop B - Technical Bid & Supporting Documents.

22.2 The bidder shall seal the original bids in an inner and outer envelope; duly marking the envelopes as "ORIGINAL".

22.3 The inner and outer envelopes shall

(a) Be addressed to the: Employer at the following address:

**Chief Officer,
CHHOTA UDEPUR. NAGARPALIKA,
CHHOTA UDEPUR.
Phone No: (O) 02669) 232059**

(b) Bear the following identification:

CONSTRUCTION WORK OF RCC ROADS AND RAMP NEAR KAMNATH MAHADEV TEMPLE AND TOILETS AT THE WATER WORKS SITE OF CHHOTA UDEPUR NAGARPALIKA UNDER: 15TH FINANCE (UNTIED) GRANT YEAR-2024-25

22.4 In addition to the identification required in Sub-Clause 22.3, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned, unopened in case it is declared "late" pursuant to Clause 24.

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

3. DEADLINE FOR SUBMISSION OF BIDS:

23.1 **Bids must be received by the Employer at the address specified above not later than 11/06/2026 up to 18.00 Hrs. through registered post/ speed post only.**

23.2 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

24 LATE BIDS:

24.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 23 will be rejected and returned unopened to the bidder.

25 MODIFICATION & WITHDRAWAL OF BIDS:

25.1 The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.

- 25.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy.
- 25.3 No bid may be modified by the bidder after the deadline for submission of bids, except in accordance with Sub-Clauses 25.2 and 36.2.
- 25.4 Except as provided in Sub-Clause 30.2, withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Sub-Clause 17.1 may result in the forfeiture of the bid security pursuant to Sub-Clause 18.6.

E. OPENING & EVALUATION OF TECHNICAL PROPOSAL

26 OPENING OF TECHNICAL PROPOSAL:

- 26.1 The Employer will open the technical proposals, in the presence of bidders' representatives who choose to attend at:

Chief Officer
CHHOTA UDEPUR NAGARPALIKA
In Office of the Nagarpalika
CHHOTA UDEPUR
Date & Time 12/06/2026 at 11.00 Hrs. (If Possible)

The bidder's representatives who are present shall sign a register evidencing their attendance.

- 26.2 The price proposals will remain unopened and will be held in the custody of the Employer until the time of bid opening of the price proposals. The time and date and location of the bid opening of the price proposals will be advised in writing or by fax by the Employer and will follow the receipt of approval by the Nagarpalika of the evaluation of the technical proposals.
- 26.3 Envelop marked "WITHDRAWAL" shall be opened and read out first bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 25 shall not be opened.
- 26.4 The bidder's names, bid modification & withdrawals, such other details as the employer may consider appropriate, will be announced & recorded by the employer at the opening. The bidder's representatives will be required to sign this record.
- 26.5 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with sub clause 26.4.

27 PROCESS TO BE CONFIDENTIAL:

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions by any way may result in the rejection of the bidder's bid.

28 PRELIMINARY EXAMINATION OF TECHNICAL PROPOSAL:

The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, and whether the bids are generally in order. Any bids found to be non-responsive for any reasons or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Employer and not included for further consideration.

29 EVALUATION & COMPARISON OF TECHNICAL PROPOSAL:

The employer will carry out a detailed evaluation of the bids in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set for them in the bidding documents. In order to reach such a determination, the Employer will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the following factors:

a. Qualification

- i. the determination will take into account the Bidder's financial, technical all production capabilities and past performance; it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Sub-Clause 5.1(b), as well as such other information as the Employer deems necessary and appropriate; and
- ii. An affirmative determination will be a prerequisite for the employer to continue with the evaluation of the technical proposal; a negative determination will result in rejection of the Bidder's bid.

b. Technical:

- i. Overall completeness and compliance with the Employer's Requirements; the technical merits of plant and equipment offered and deviations from the Employer's Requirements; suitability of the facilities offered in relation to the environment and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid;
- ii. Achievement of specified performance criteria by the facilities;
- iii. Compliance with the time schedule called for in Technical proposal and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the bid;
- iv. Any deviations to the commercial and contractual provisions stipulated in the bidding documents.

30 CLARIFICATION OF TECHNICAL PROPOSALS:

30.1 The Employer may conduct clarification meetings with any Bidder to discuss any matters, technical or otherwise, where the Employer requires amendments or changes to be made to the Technical Proposal.

30.2 Any effort by the bidder to influence the employer in the Employer's evaluation of technical proposals, bid comparison or the Employer's decisions on acceptance or rejection of bids may result in the rejection of the bidder's bid.

31 INVITATION TO ATTEND OPENING OF PRICE PROPOSALS:

- 31.1 At the end of the evaluation of the technical proposals the Employer will invite bidders who have submitted substantially responsive technical proposals and who have been determined as being qualified for award to attend the bid opening of the price proposals. Bidders shall be given reasonable notice of the price proposal bid opening.
- 31.2 The Employer will notify Bidders that have been rejected on the grounds of being substantially non-responsive to the requirements of the bidding documents in writing and return the unopened price proposal.

F. OPENING & EVALUATION OF PRICE PROPOSALS

32 OPENING OF PRICE PROPOSALS:

- 32.1 The employer will open the price proposals of all bidders who submitted substantially responsive technical proposals at the time and date at the location advised to the bidders. The bidder's representatives who are present shall sign a register evidencing their attendance.
- 32.2 The bidder's name, the Bid Prices, the total amount of each bid, any discounts, and such other details as the employer may consider appropriate, will be announced and recorded by the employer at the opening. The bidder's representatives will be required to sign this record.
- 32.3 The employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-clause.

33 PROCESS TO BE CONFIDENTIAL:

Information related to the examination, clarification, evaluation and comparison of bids and recommendation of the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the employer's, processing of bids or award decisions may result in rejection of the bidder's bid.

34 CLARIFICATION OF PRICE PROPOSALS AND CONTACTING THE EMPLOYER:

- 34.1 To assist in the examination, evaluation and comparison of price proposals, the employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by cable, but no change in price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the employer in the evaluation of the bid in accordance with clause 36.
- 34.2 Subject to Sub-clause 34.1, no bidder shall contact the employer on any matter relating to its bid from the time of opening of price proposals to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the employer, it should do so in writing.
- 34.3 Any effort by the bidder to influence the employer in the employer's evaluation of price proposal, bid comparison or contract award decision may result in the rejection of the bidder's bid.

35 PRELIMINARY EXAMINATION OF PRICE PROPOSALS AND DETERMINATION OF RESPONSIVENESS:

- 35.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, whether the bids are substantially responsive to the requirements of the bidding documents; and whether the bids provide any clarification and / or substantiation that the Employer may require pursuant to Clause 3.4.
- 35.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents, without material deviation or reservation and includes the amendments and changes, if any, requested by the Employer during the evaluation of the bidder's technical proposal.
- 35.3 If a price proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

36 CORRECTION OF ERRORS:

- 36.1 Price Proposals determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.
- 36.2 The amount stated in the Form of Bid for Price Proposal will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 18.6(b).

37 EVALUATIONS AND COMPARISON OF PRICE PROPOSAL:

- 37.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 35.
- 37.2 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in the Schedule of Prices, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in Sub-Clause 38.4 and in the Employer's Requirements.
 - (a) The additional price, if any, reflected in the price proposal. If the price stated is not realistic the bid is liable to be rejected,
 - (b) Compliance with the time schedule called for in the Appendix to Price Proposal and evidenced as needed in a milestone schedule provided in the bid;
 - (c) The projected operating costs during the initial period of operation of the facilities,
 - (d) The functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment; and

- (e) The extra cost of work, services, facilities etc., required to be provided by the Employer or third parties.
- 37.3 (a) The Employer reserve the right to accept or reject any variation or deviation. Variations, deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.
- (b) The estimated effect of the price adjustment provisions of the Conditions of Particular Application, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- (c) If the bid of the successful bidder is substantially below the Employer's estimate for the contract, the Employer may require the bidder to produce detailed price analyses to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 42 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

G. AWARD OF CONTRACT

38 AWARD:

Subject to Clause 41, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of Clause 3; and (ii) qualified in accordance with the provisions of Clause 5.

39 EMPLOYER'S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS:

Notwithstanding Clause 40, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

40 NOTIFICATION OF AWARD:

- 40.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 40.2 The notification of award will constitute the formation of the Contract.
- 40.3 Upon the furnishing by the successful bidder of a performance security (and domestic preference security where required), the Employer will promptly notify the other bidders that their bids have been unsuccessful.

41 SIGNING OF CONTRACT AGREEMENT:

- 41.1 At the same time that he notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.
- 41.2 Within 15 days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

42 PERFORMANCE SECURITY:

- 42.1 Within 15 days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security in an amount of 10 percent of the Contract Price in accordance with the Conditions of

Contract. The form of performance security provided in Section 6 of the Bidding documents may be used or some other form acceptable to the Employer.

- 42.2 Failure of the successful bidder to comply with the requirements of Clauses 42 or 43 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

43 CORRUPT OR FRAUDULENT PRACTICES:

- 43.1 The Nagarpalika requires that bidders/suppliers/contractors has follow the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

- (a) Defines for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practices" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the determination of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, an contract.

Furthermore, bidders shall be aware of the provision stated in sub-clause 1.16 and Sub-clause 15.5 of the Conditions of Contract, part II – conditions of particular application.