



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

**CIVIL WORKS FOR BGL's TAP-OFF FACILITIES AT
PUDUR VILLAGE, SHAMEERPET.**

**UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: BGL/153/2011-12

VOLUME-I of II



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

REQUEST FOR QUOTATION (RFQ)

BID DOCUMENT NO.: BGL/153/2011-12

Date: 12.08.2011

To,

- Project** : CNG & City Gas Distribution for Hyderabad.
- Item** : Civil works for BGL's Tap-Off facilities at Pudur Village, Shameerpet.
- Tender Fee** : Not Applicable
- Due Date & Time of submission of bid** : 31.08.2011 at 1500 hrs. (IST)
- Date & Time of Opening Un-Price Bid** : 31.08.2011 at 1600 hrs. (IST)
- Address** : **Bhagyanagar Gas Limited**
2nd Floor, APIDC Building
Parishram Bhavan
Basheer Bagh,
Hyderabad-500 004
Ph No.: 040-66566983
Fax No.: 040-66565081
E-mail: avvmurthy@bglgas.com
- Contact Person** : A.V.V.R. Murthy
Manager (C&P)
avvmurthy@bglgas.com
- Validity of Offer** : Minimum 4 months from the due date of submission of offer.
- BID SECURITY DETAILS** :
- a) Bid Security Amount : **Rs. 1,13,000/-(Rupees One Lakh Thirteen Thousand Only)**
- b) Validity : Minimum 6 months from the due date of submission of offer.
- Mode** : Either in form of Account payee Demand Draft in favour of 'Bhagyanagar Gas Limited, Hyderabad', payable at Hyderabad, Andhra Pradesh state of India.
- Or**
- In form of Bank Guarantee as detailed in tender document.

Gentlemen,

1.0 Bhagyanagar Gas Limited (BGL) is a joint venture of M/s. GAIL (India) Limited and M/s. Hindustan Petroleum Corporation Limited (HPCL) and operating CNG & City Gas Distribution in the state of Andhra Pradesh.

2.0 Sealed tender under **Two-Bid System** are invited for **Civil Works for BGL's Tap-Off facilities at Pudur Village, Shameerpet** Sealed tender along with Bid Security should reach Bhagyanagar Gas Limited, Hyderabad on or before the due date and time at the address given above. The bidder should type the Bid format (enclosed) in their own letter without altering/changing the content.

3.0 **EVALUATION BASIS**

Bidders must quote for all the items of 'Schedule of Rates' of this tender. Please note that Owner intends to evaluate on estimated quantity basis and finalize the tender on the basis of overall minimum cost to BGL on no deviation basis.

4.0 **SEALING & MARKING OF BIDS**

Bids are invited for the item(s) in complete accordance with the Bid Document.

Bids should be submitted separately in **three parts** in sealed envelopes super-scribed with the Bid Document Number, due date, item and nature of bid (un-priced, priced & bid security), as follows :

Part – A : i) **UNPRICE BID (1 Original +1 Copy)** complete with all technical and Commercial details of offer. Each page of offer shall be signed & stamped by bidder.
ii) SOR, identical to Part-B of offer with prices blanked out and mentioned as Items Quoted/Not Quoted.
iii) Original Copy of tender document along with all Annexure duly signed & stamped on each page as a token of acceptance of all terms & condition.

Part - B : **ONLY PRICE BID IN DUPLICATE (1 Original +1 Copy), WITH FULL PRICE DETAILS EXACTLY AS PER 'SCHEDULE OF RATES'. NO OTHER DOCUMENT TO BE ENCLOSED as per Cut-Out Slip.**

Part - C : The original Bid Security of requisite value must be enclosed in another separately sealed envelope duly super-scribed as 'Bid Security'.

The three SEALED envelopes, containing **Part-A, Part-B** and **Part-C** of offer respectively, shall be enclosed in a larger envelope duly sealed and pasted with the enclosed CUT-OUT slip at Section 2 of this tender and shall bear the name and address of the bidder.

5.0 i) Bid Document calls for offers on single point "Prime Bidder"

responsibility basis. Bidders are therefore advised not to submit offers in "Consortium" or "Joint Bid". Joint bid referred herein is an offer, which seeks order to be placed on more than one party/co-bidder.

- ii) Order will be placed on the "Prime Bidder" alone who will be responsible for all contractual purposes. The status of all other vendors as may be referred/identified by the Prime Bidder in the offer, shall be that of sub-vendor/sub-supplier.

The prices once quoted by the bidder shall not be allowed for any subsequent price revision/adjustments at his own. As such, bidders are advised to ensure that their offer is on single bidder responsibility basis is complete as per scope of work/supply as specified in Bid Document.

- 6.0 Bidder shall ensure that Bid Security having a validity of **6 months** from the bid due date, must accompany the offer. Offer, if not accompanied with Bid Security, shall liable to be rejected.
- 7.0 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax/Telex/Telegraphic/ E-Mail bids shall be rejected.
- 8.0 Bhagyanagar Gas Limited (BGL) reserves the right to reject any or all the bids received, at its discretion without assigning any reason, whatsoever.
- 9.0 This Request for Quotation (RFQ) is an integral and inseparable part of the enclosed Bid Document
- 10.0 The bid opening of the un priced part and price part shall be in the presence of representative of bidder who may like to be present in the bid opening and who bring duly authorized letter of authority in the format, enclosed at section -5. However date of opening of price part will be intimated to the bidder later on with a notice period of 2 days.
- 11.0 **BIDDER IS ADVISED TO QUOTE STRICTLY AS PER TERMS AND CONDITIONS OF TENDER DOCUMENT AND NOT TO STIPULATE ANY DEVIATION / EXCEPTIONS. BIDDER MAY NOTE THAT TECHNICAL OR COMMERCIAL CLARIFICATIONS NORMALLY WILL NOT BE SOUGHT FOR AFTER THE RECEIPT OF THE BIDS. BIDDERS ARE ADVISED IN THEIR OWN INTEREST TO ADHERE TO ALL THE TECHNICAL AND COMMERCIAL CONDITIONS AS PER BID DOCUMENT. HOWEVER, BGL RESERVES THE RIGHT TO ACCEPT ANY DEVIATION WITH APPROPRIATE COMMERCIAL LOADING IN THE BEST INTEREST OF THE PROJECT.**
- 12.0 PLEASE ACKNOWLEDGE THE RECEIPT OF THE BID DOCUMENT AND CONFIRM YOUR INTENTION TO QUOTE OR NOT IMMEDIATELY. IN CASE



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

YOUR ARE NOT INTENDING TO QUOTE THEN PLEASE GIVE REASONS
AND ALSO PLEASE RETURN THE TENDER DOCUMENT TO US.

- 13.0 Bidder, if so desired, may seek clarification on the tender document. Any request to this effect should positively reach before 4 days of due date of submission of bid on the following address:-

A.V.V.R.Murthy
Manager (C&P)
Bhagyanagar Gas Limited
2nd Floor, APIDC Building
Parishram Bhavan
Basheer Bagh, Hyderabad
Ph No.: 040- 66566983
Fax. No.: 040- 66565081
e-mail: avvmurthy@bglgas.com

Please specify Bid Document Number in all your correspondence.

- 14.0 BGL shall not be responsible for any costs or expenses incurred by Bidder in connection with the preparation or delivery of Bids, including costs and expenses related with visits to the site.

THIS IS NOT AN ORDER

Yours faithfully,

FOR AND ON BEHALF OF
BHAGYANAGAR GAS LIMITED

(A.V.V.R.Murthy)
Manager(C & P)

Enclosure: Bid Document

Note:

All the supporting documents required as per tender enquiry are to be filed properly. No loose papers or attachments are allowed or entertained.



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

CONTENTS

VOLUMEN I OF II

Request for Quotation (RFQ)

- | | | |
|------------------|---|--|
| SECTION 1 | - | BID EVALUATION CRITERIA |
| SECTION 2 | - | CUT – OUT SLIPS |
| SECTION 3 | - | INSTRUCTIONS TO BIDDERS |
| SECTION 4 | - | AGREED TERMS & CONDITIONS |
| SECTION 5 | - | PROPOSAL FORMS & FORMATS |
| | | i) Bidders General Information |
| | | ii) Bid Form |
| | | iii) Bid Security Form |
| | | iv) Proforma for Contract Performance
Security Bank Guarantee |
| | | v) Proforma for Contract Agreement. |
| | | vi) Exception & Deviation Statement. |
| | | vii) Details of PF Registration. |
| | | viii) Declaration. |
| | | ix) Proforma of Letter of Authority for
Attending the Bid Opening |
| | | x) Financial Statements. |
| | | a. Annual Turnover. |
| | | b. Financial Situation |
| SECTION 6 | - | GENERAL CONDITIONS OF CONTRACT |



Bhagyanagar Gas Ltd.
BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

SECTION – 1

BID EVALUATION CRITERIA



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

BEC (BIDDER'S ELIGIBILITY CRITERIA)

1.0 BRIEF SCOPE of WORK

Scope of work includes the details as mentioned below:

- 1) Construction of Civil works at BGL tap of facility in Pudur Village, Hyderabad.
- 2) Construction of boundary wall, grading, roads and drains are some of the major works in this bid.

2.0 TECHNICAL

- 2.1 The bidder must have executed similar stand alone civil works Rs. 20 lakhs, or Composite works involving Civil, electrical work /Structural, electrical works through a single work order of value not less than Rs. 35 lakhs or work like construction of retail outlets (of minimum one no.) for dispensing of automotive fuels in city area or construction of Oil/Gas storage, Pipeline Terminals through a single work order of value not less than Rs. 35 lakhs during the last 5 years ending bid due date from any reputed organization. (Central Govt/ state Govt / Private) for each item. Bidders must submit supporting documentary evidence with respect to the above including completion certificates.

To meet the technical qualification criteria as stated above bidder shall provide documentary evidences viz. **detailed work order / LOA along with completion certificate / performance certificate for satisfactory performance from Client / Consultant** and any other relevant documents in support of his claim. In absence of requisite documents, BGL reserves the right to reject the bid without making any reference to the bidder.

3.0 FINANCIAL

3.1 Annual turnover

The Minimum Annual Turnover achieved by the bidder as per their audited financial results in any one of the three preceding financial years i.e. 2007-08, 2008-09 and 2009-10 shall be **Rs.29,10,000/-**

3.2 Net Worth

Net worth of the bidder should be positive as per the audited financial statement for the year 2009-10.

3.3 Working Capital

The Minimum Working Capital of the bidder as per the audited financial statement for year 2009-10 shall be **Rs.5,82,000/-**



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

Note:

- a) If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's Bank, having net worth not less than Rs. 100 Crores, confirming the availability of line of credit to cover the inadequacy of working capital required as above.
- b) Bidder's whose financial year is calendar year, should submit the audited balance sheets for the years 2007, 2008 & 2009 instead of 2007-08, 2008-09 and 2009-10 respectively.
- c) Annual audited reports includes Balance Sheet (B/S), P&L (Profit and loss), Notes to Account etc. of last three financial years as specified above.
- d) It shall be noted that in case bidder fails to submit requisite details/dopuments, the bid submitted by them is liable to be rejected.
- e) BGL's decision shall be final with respect to bidder's qualification based on Bid Evaluation Criteria.

CHECK LIST FOR SUBMISSION OF DOCUMENTS (FOR BEC CRITERIA)

Bidder is requested to fill this check list and ensure that all details / Documents have been furnished along with his offer.

BEC Clause No.	BEC Clause / Item	Documents required	Submitted (bidder to indicate) Yes / No	Reference in offer (bidder to mention page no.)
2.1	The bidder must have executed similar stand alone civil works Rs. 20 lakhs, or Composite works involving Civil, electrical work /Structural, electrical works through a single work order of value not less than Rs. 35 lakhs or work like construction of retail outlets (of minimum one no.) for dispensing of automotive fuels in city area or construction of Oil/Gas storage, Pipeline Terminals through a single work order of value not less than Rs. 35 lakhs during the last 5 years ending bid due date from any reputed organization. (Central Govt/ state Govt / Private) for each item. Bidders must submit supporting documentary evidence with respect to the above including completion certificates.	Copies of Work Orders and Corresponding Work Completion Certificates.		
3.1 to 3.3	Audited Balance sheet including profit and loss account statement for the last 03 financial years	Annual Audited Reports		
3.0	If the Bidder's Working Capital is inadequate Bidder shall supplement this with a letter from his bank, having a net worth not less than Rs. 100 crores,,confirming the availability of line of credit to meet the shortfall in specified working capital requirement			



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

FORMAT - A

ANNUAL TURN OVER

Date :

Tender No.:

Annual Turnover data for the last 3 audited financial years.

Year	Currency	Amount
Year 1:2009-10		
Year 2:2008-09		
Year 3:2007-08		

Annual Turnover data for the last 3 audited financial years

1. A brief note should be appended describing details as per audited results.
2. Indicate Financial year if it is different from April to March.

Signature of Bidder



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

FORMAT-B

FINANCIAL SITUATION

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Sl. No.	Description	Year (2009-10)
		Amount
1.	Current Assets	
2.	Current Liabilities	
3.	Working Capital (1-2)	
4.	Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus)	
5.	Profits before taxes	

Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.

- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).

Signature of the Bidder



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

FORMAL DECLARATION OF OFFER

Tender for:

I.....Certify that I am a person duly authorised to sign tenders for and on behalf of: Company Name.....and having read the tender documents, offer to provide services for as specified in the Request for Quotation

- Under the terms and conditions included in the Invitation to Tender documents;
- In accordance with the specification stated in the Invitation to Tender documents;
- At the price (or prices) and at the delivery time (or times) or by the completion date quoted.

It is agreed that any other terms and conditions of contract or any general reservations which may be printed on any correspondence emanating from the tenderer in connection with this tender or with any contract resulting from this tender shall not be applicable to this tender or to the contract.

It is confirmed that all and any management information which BGL may request from this company will be provided by the company within the stipulated time period.

Our offer is valid for _____ unless this period is extended by mutual agreement.

Authorised Signatory :

Name in BLOCK LETTERS :

Address :

Position in Company :

Tel Number :

Fax Number :

E-mail :



Bhagyanagar Gas Ltd.
BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

SECTION – 2

CUT OUT SLIPS



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : **BHAGYANAGAR GAS LIMITED**

PROJECT : **CNG & CITY GAS DISTRIBUTION PROJECT
IN HYDERABA.**

BID DOCUMENT NO : **BGL/153/2011-12**

ITEM : **CIVIL WORKS FOR BGL's TAP-OFF
FACILITIES AT PUDUR VILLAGE,
SHAMEERPET.**

DUE DATE & TIME : **31.08.2011 at 1500 HRS (IST)**

To
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad,
Andhra Pradesh - 500004

Ph No.: +91-040- 66566983
Fax No.: +91-040- 66565081
Email: avvmurthy@bglgas.com

Kind Attn: A. V. V. R. Murthy
Manager (C&P)

NAME:

ADDRESS



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

PART – A (Un Priced Bid)

CLIENT : **BHAGYANAGAR GAS LIMITED**

PROJECT : **CNG & CITY GAS DISTRIBUTION PROJECT
IN HYDERABA.**

BID DOCUMENT NO : **BGL/153/2011-12**

ITEM : **CIVIL WORKS FOR BGL's TAP-OFF
FACILITIES AT PUDUR VILLAGE,
SHAMEERPET.**

DUE DATE & TIME : **31.08.2011 at 1500 HRS (IST)**

To
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad,
Andhra Pradesh - 500004

Ph No.: +91-040- 66566983
Fax No.: +91-040- 66565081
Email: avvmurthy@bglgas.com

Kind Attn: A. V. V. R. Murthy
Manager (C&P)

NAME:

ADDRESS

(To be pasted on the envelope containing "Un Price Bid")



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

PART – B (Priced Bid)

CLIENT : **BHAGYANAGAR GAS LIMITED**

PROJECT : **CNG & CITY GAS DISTRIBUTION PROJECT
IN HYDERABA.**

BID DOCUMENT NO : **BGL/153/2011-12**

ITEM : **CIVIL WORKS FOR BGL's TAP-OFF
FACILITIES AT PUDUR VILLAGE,
SHAMEERPET.**

DUE DATE & TIME : **31.08.2011 at 1500 HRS (IST)**

To
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad,
Andhra Pradesh - 500004

Ph No.: +91-040- 66566983
Fax No.: +91-040- 66565081
Email: avvmurthy@bglgas.com

Kind Attn: A. V. V. R. Murthy
Manager (C&P)

NAME:

ADDRESS

(To be pasted on the envelope containing "Price Bid")



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

PART – C (Bid Security)

CLIENT : **BHAGYANAGAR GAS LIMITED**

PROJECT : **CNG & CITY GAS DISTRIBUTION PROJECT
IN HYDERABA.**

BID DOCUMENT NO : **BGL/153/2011-12**

ITEM : **CIVIL WORKS FOR BGL's TAP-OFF
FACILITIES AT PUDUR VILLAGE,
SHAMEERPET.**

DUE DATE & TIME : **31.08.2011 at 1500 HRS (IST)**

To
M/s Bhagyanagar Gas Limited
2nd Floor, APIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad,
Andhra Pradesh - 500004

Ph No.: +91-040- 66566983
Fax No.: +91-040- 66565081
Email: avvrmurthy@bglgas.com

Kind Attn: A. V. V. R. Murthy
Manager (C&P)

NAME:

ADDRESS

(To be pasted on the envelope containing "Bid Security")



Bhagyanagar Gas Ltd.
BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

SECTION – 3

INSTRUCTIONS TO BIDDERS



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

INDEX

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. ONE BID PER BIDDER
4. COST OF BIDDING
5. SITE VISIT
6. CONTENT OF BIDDING DOCUMENT
7. CLARIFICATION ON BID DOCUMENTS
8. AMENDMENT OF BID DOCUMENTS
9. LANGUAGE OF BID
10. BIDS FROM CONSORTIUM
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. BID CURRENCY
14. PERIOD OF VALIDITY OF BIDS
15. BID SECURITY
16. PRE-BID MEETING
17. FORMAT AND SIGNING OF BID
18. ZERO DEVIATION
19. E-PAYMENTS
20. AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES
21. SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BID
23. LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE
24. MODIFICATION AND WITHDRAWAL OF BIDS
25. BID OPENING
26. PROCESS TO BE CONFIDENTIAL
27. CONTACTING THE EMPLOYER/CONSULTANT
28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
29. DELETED
30. PRICE BID OPENING
31. ARITHMETIC CORRECTIONS
32. CONVERSION TO SINGLE CURRENCY
33. EVALUATION AND COMPARISON OF BIDS
34. AWARD OF WORK.
35. EMPLOYER/CONSULTANT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID
36. NOTIFICATION OF AWARD
37. CONTRACT AGREEMENT
38. PERFORMANCE GUARANTEE
39. CORRUPT AND FRAUDULENT PRACTICES
40. WAIVER OR TRANSFER OF THE AGREEMENT
41. ORDER OF PRESIDENCE
42. UNSOLICITED POST TENDER MODIFICATIONS



INSTRUCTIONS TO BIDDERS (ITB)

GENERAL

1.0 SCOPE OF BID:

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

2.0 ELIGIBLE BIDDERS:

- 2.1 Bidder shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the Bid to commit the bidder.
- 2.2 Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting qualification criteria.
- 2.3 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and his qualifications to perform the Contract if his bid is accepted.
- 2.4 The invitation of bid is open to any bidder.
- 2.5 A bidder shall not be affiliated with a firm or entity
 - (i) that has provided consulting services related-to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or
 - (ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/Consultant for the contract.
- 2.6 The bidder shall not be under a declaration of ineligibility by Employer/Consultant for corrupt or fraudulent practices as defined in ITB clause no. 39.
- 2.7 The bidder is not put on holiday by BGL/GAIL/HPCL or black listed by any Government Department/ Public Sector on due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.

3. ONE BID PER BIDDER

- 3.1. A bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

4. COST OF BIDDING

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

5. SITE VISIT

- 5.1. The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at Bidder's own expenses. Claims and objections due to ignorance of existing conditions will not be considered after submission of the bid and during implementation.
- 5.2. The bidder and any of his personnel or agents will be granted permission by the Employer/Consultant to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify the Employer/Consultant and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result hereof. Employer shall provide necessary assistance, if required, to the bidder(s) for the purpose of site visit.

BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENT

- 6.1 The bid documents contains as stated below and should be read in conjunction with any addenda issued/hosted in accordance with clause 8 of ITB:

Volume I of II : Commercial

Volume II of II : Technical

- 6.2. The bidder is expected to examine RFQ, ITB, bidding guidelines , all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. The Request for Quotation (RFQ) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

7. CLARIFICATION ON BID DOCUMENTS

- 7.1. A bidder requiring any clarification of the bidding documents, may notify in writing by e-mail/fax/post at mailing address indicated in the bid document .

All question/ queries should be referred to at least **04 (Four)** days before scheduled due date of submission.

8. AMENDMENT OF BID DOCUMENTS

- 8.1. At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the bidding documents by issuing addenda.



- 8.2. The Employer may, at its discretion, extend the date of submission of bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

PREPARATION OF BIDS

9. LANGUAGE OF BID

- 9.1. The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Employer/Consultant shall be in English Language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 9.2. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder.

10. BIDS FROM CONSORTIUM - Not Applicable

11. DOCUMENTS COMPRISING THE BID

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

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

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

- i. Covering letter.
- ii. Bidder's General Details/information as per F-1
- iii. Power of Attorney in favour of person (s) signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv. Bid Form and Appendix to Bid form as per F-2
- v. Bid security/EMD in accordance with Clause 15 of "ITB" shall be furnished in Original in the form of Banker's Cheque/Bank Draft payable to Bhagyanagar Gas Limited at Hyderabad or Bank Guarantee as per FORM F-3. (To be separately kept in envelope-III.
- vi. Details of similar work done and Specific experience during past seven
- vii. Annual Turnover details as called for in qualifying requirements as per FORM F-10. Bidder shall submit complete copy of audited Annual Reports for the last three years (as indicated in IFB) alongwith all other certificates/supporting documents as required to meet Bid evaluation criteria (BEC) at annexure-I to IFB.
- viii. Compliance to Bid Requirement/Exception Deviation Statement as per Proposal FORM F-6.
- ix. Details of PF Registration No. as per proposal FORM F-7
- x. Reply to Commercial Questionnaire/Agreed Terms & Conditions Section-5.

- xi. Letter of authority in original physical form in favour of any one of bidder's executive having authority to attend the un-priced and price bid opening on specified dates and venue as per FORM F-9.
- xii. Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company.
- xiii. Bidder's declaration that they are not under any liquidation, court receiver ship or similar proceedings.
- xiv. Technical details/documents as per bidding document.
- xv. A confirmation that prices are quoted in requisite format strictly complying with the requirement in envelope-II (price bid). However, copy of complete price schedule for both the parts (with prices blanked out) shall be enclosed in techno-commercial bid mentioning, "quoted" against each item.
- xvi. Any other information/ details required as per requirement of bidding documents.
- xvii. Copy of Bidding Documents along with addendum/corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bidding Documents
- xviii. QA/QC Manuals.
- xix. Health Safety and Environment (HSE) Policy and HSE Manual

Note: All pages of the bid are to be signed & stamped.

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

11.3.1 Part – II: shall contain original Price schedule / Schedule of Rates (SOR) duly filled and signed and stamped on each page.

11.4. Envelope III; Superscribing "Bid Security"-PART-III.

11.4.1 Part-III: shall contain Bid Security in original & tender fee alongwith covering letter.

12. BID PRICES

- 12.1. The bidder shall quote bid prices on the appropriate format for "Schedule of Rates"/Price schedule enclosed as part of bidding document.
- 12.2. The bidder shall quote the prices for items in the Schedule of Rates after careful Analysis of cost involved for the performance of complete work considering all parts of the bidding documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of bidding document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.3. Unless stated otherwise in the bidding documents, the Contract shall be for the total works as described in Bidding Document for which bidder intends to quote based on

the prices in Schedule of Rates submitted by the bidder and accepted by the Employer. Bid for part scope of work shall be rejected.

- 12.4. Prices must be filled in format for 'Schedule of Rates' enclosed as part of bidding document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 12.5. All duties and taxes including Custom duty, CVD, additional CVD, Service Tax, Works Contract tax, Turnover Tax and other levies or any other statutory payment payable by the Contractor under the Contract, or for any other cause, shall be included in the Schedule of Rates.
- 12.6. The bidder shall provide break-up of Service tax and mention the rate of Service tax (in percentage) in un-priced SOR as well as priced SOR. Bidder shall provide Cenvatable bills so that BGL can claim the Cenvat benefit as per rule.
- 12.7. Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.8. Bidder may note that Employer will not issue any concessional form for CST/LST.
- 12.9. The Bidder shall quote the prices both in figures as well as in words (if asked). There should not be any discrepancies between the price indicated in figures and the price indicated in words.
- 12.10. Alternative bids shall not be considered.
- 12.11. Discount, if any, must indicate in the column provided in Schedule of Rates only. Conditional discount, if offered, shall not be considered for evaluation.

13. BID CURRENCY:

- 13.1. Indian bidders must submit bid in Indian Rupees and receive payment in such currency.

14. PERIOD OF VALIDITY OF BIDS

- 14.1. The bid shall remain valid for acceptance for **four (4) months** from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.
- 14.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 15 in all respects.

15. BID SECURITY

- 15.1. The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the RFQ. If the bidder's wanted to quote for more than one group, has to submit cumulative Bid Security (if applicable).



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

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

15.3. The bid security in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of Bhagyanagar Gas Limited., payable at Hyderabad (issued by Indian Nationalised/Scheduled bank or first class international bank) or in the form of an irrevocable Bank Guarantee in favour of Bhagyanagar Gas Limited as per format enclosed.

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

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

The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 14 of ITB i.e. 6 (Six) months beyond deadline for bid submission..

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

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

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

15.7. The bid security may be forfeited:

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

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

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



BHAGYANAGAR GAS
LIMITED

Tender for Civil Works for BGL's Tap-Off facilities at Pudur
Village, Shameerpet.

Bid Document No. BGL/153/2011-12

VOLUME
I OF II

- b) to furnish the performance guarantee in accordance with Clause 38 of ITB.

15.8. *Bid security should be in favour of Bhagyanagar Gas Limited, Hyderabad and addressed to BGL. Bid security must indicate the bid document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be in the format provided in the bid*

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

16. PRE-BID MEETING : VOID

17. FORMAT AND SIGNING OF BID

17.1. The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for unamended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

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

18. ZERO DEVIATION:

18.1 Bidder to note that this is a ZERO deviation bidding document. Employer will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer.

18.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder:

18.2.1. Firm prices

18.2.2. Earnest money deposit (EMD) / Bid bond

18.2.3. Scope of work

18.2.4. Specifications

18.2.5. Price schedule

18.2.6. Delivery / Completion Schedule.

18.2.7. Period of validity of bid

18.2.8. Price Reduction Schedule (PRS).

18.2.9. Performance Bank Guarantee (PBG) / Security Deposit.

18.2.10. Guarantee / Defect Liability Period

18.2.11. Arbitration / Resolution of dispute

18.2.12. Force Majeure.

18.2.13. Applicable laws

18.2.14. EPF registration

18.2.15. Any other condition specifically mentioned in the tender documents elsewhere that Non compliance of the clause lead to rejection of the bid.

18.2.16. In case Bidder stipulate deviations, BGL have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidder to make good such deficiency.

19. E-PAYMENTS : VOID

20. AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES - VOID

SUBMISSION OF BIDS

21. SEALING AND MARKING OF BIDS

21.1 Bid shall be submitted in the following manner in separately sealed envelopes duly superscribed as below:

Part-I - Techno-commercial/ unpriced Bid

Part-II - Priced Bid

Part III - Original Bid Security.

21.2 Part-I shall contain 01 original and 01 Copy of UNPRICED BID complete with all technical and commercial details other than price (with prices blanked out and copies of bid security). All the unpriced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelopes duly marked and addressed to the Employer. In the event of any discrepancy between them, the original shall govern. The envelope shall also indicate the name of the bidder.

21.3 Part-II - PRICED BID shall be submitted in 01 original and 01 Copy with duly filled in Price schedule sealed in a separate envelope duly marked and addressed to the Employer including the rate for compensation of extended stay charges.

21.4 Part-III - BID SECURITY in original shall be submitted sealed in a separate envelope duly marked and addressed to the BGL and shall be submitted to BGL's office at Hyderabad alongwith their offer.

21.5 The three envelopes containing PART-I, PART-II and PART-III should be enclosed in a larger envelope duly sealed and marked and also bear the name and address of the Bidder and Tender No.

21.6 If the envelope is not sealed and marked properly, BGL will assume no responsibility for the Bid's misplacement or premature opening.

21.7 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.

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

22. DEADLINE FOR SUBMISSION OF BID

22.1. **Bids must be received by Bhagnagar Gas Limited, Hyderabad office not later than the date and time stipulated in the IFB**

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

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

23.1. Any bid received by BGL after the deadline for submission of bids prescribed on main body of IFB will be rejected and returned unopened to the bidder.

23.2. Unsolicited bids or bids being submitted to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

24. MODIFICATION AND WITHDRAWAL OF BIDS

24.1. The bidder may modify or withdraw his bid after the bid submission but before the due date for submission, provided that written notice of the modification/ withdrawal is received by BGL prior to the deadline for submission of bids.

24.2. The modification shall also be prepared, sealed, marked and despatched in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

24.3. No bid shall be modified after the deadline for submission of bid.

24.4. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security, pursuant to clause 15.7 of ITB.

BID OPENING AND EVALUATION

25. BID OPENING

25.1. Un-Priced Techno – Commercial bid opening:

BGL will open bids, including withdrawals and modifications made pursuant to Clause 24, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the RFQ. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

25.3. Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the consultant may consider appropriate will be announced by BGL.



26. PROCESS TO BE CONFIDENTIAL

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

27. CONTACTING THE EMPLOYER

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

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

28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

28.1. Techno-Commercial Bid Evaluation.

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

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

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

28.5. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

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

- (a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of

- completeness/ specifications defined in the bid document, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Employer deems necessary or prudent to be taken into consideration.
- 28.7. Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in BEC, etc.
- 28.8 If any bidder offers suo-moto discount after opening of un-price bids but before opening of price bids, such reduction/ discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work. In the event as a result of techno-commercial discussions of pursuant to seeking clarification/ confirmations from the bidders, while evaluating the un-price bid, any of the bidder submits a sealed envelope stating that it contains revised prices: such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

29. VOID

30. PRICE BID OPENING

- 30.1. The Employer shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.
- 30.2. The Employer will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 30.3. The bidder's name, prices, and such other details as the Employer, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

31. ARITHMETIC CORRECTIONS

The discrepancies in rate filled for various items shall be resolved in the following manner:-

- 31.1 When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- 31.2 When there is a difference between the unit rate and total rate, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- 31.2 When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- 31.3 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

31.4 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.

If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.

If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

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

32.1 If the price quotes of two bidder's happens to be same, the lowest will be decided based on the Working Capital, such as higher Working Capital Lower Ranking.

33. EVALUATION AND COMPARISON OF BIDS

33.1 The "Schedule of Rates" quoted for complete scope of work shall be taken up for evaluation.

33.2. **To arrive at the evaluated price, loading on total quoted price shall be done on account of the following:**

33.3. Work for complete scope of work shall be awarded on least cost basis.

33.4 In case a Bidder does not quote for any items of Schedule of Prices, and the estimated price impact of unquoted items is more than 10% of his quoted price, the bid will be rejected. If such price impact of unquoted items is 10% or less of his total quoted price and under special circumstances, BGL decide to consider the bid, then for the purpose of comparison, the unquoted items shall be loaded by price impact calculated on the basis of highest of the rates quoted by other bidders and estimated rate. If such Bidder happens to be the selected Bidder, price of unquoted items shall be considered inclusive in the total quoted price and no extra payment shall be made for these quoted items.

33.5 Optional items, if any, shall not be considered for the purpose of arriving at the total cost. However, in case the rates quoted by the selected Bidder for optional items, which are not to be considered for evaluation, are considered high, the same shall be negotiated based on the lowest quoted rates for these items amongst the bidders.

33.6 Any uncalled for lump sum/ percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value.

33.7 The unit prices quoted in the price bid is to be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc.



- 33.8 If discounts and prices etc., are not filled up in the Schedule of Prices and are not as per the requirements of the Bidding Document, the same shall be ignored for evaluation & award.
- 33.9 If any Unconditional rebate has been offered in the quoted rate, the same shall be considered in arriving at the net tendered amount. No cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- 33.10 After the total quoted amount for the tender has been worked out, the financial implication in respect of the retained technical and commercial deviation will be added for evaluation purpose as per terms and conditions in the tender documents.

AWARD OF CONTRACT

34. AWARD OF WORK.

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

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

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

36. NOTIFICATION OF AWARD

- 36.1. Prior to the expiration of period of bid validity BGL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Contract.
- 36.2. The Progressive Delivery / Completion period shall commence from the date of notification of award / Letter of Intent(LOI).
- 36.3. The notification of award will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per Clause 4 of ITB.

37. CONTRACT AGREEMENT

- 37.1. Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Employer and bidders acceptance thereof shall constitute a binding contract between the successful Bidder and the Employer based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
- 37.2. The Contract document shall consist of the following:
- Original Bidding Document along with its enclosures issued.

