

INSTRUCTIONS TO BIDDERS

Annexure-1

1. INTRODUCTION

Krishak Bharati Co-Operative Limited (KRIBHCO) OR Krishak Bharati Co-Operative Limited on behalf of Hazira Ammonia Extension Plant (HAEP), Heavy Water Board, Department of Atomic Energy of Government of India hereinafter referred to as the Owner, invites bids for the work as described in the enclosed Scope Of Work / Schedule Of Rates (SOR). The bidder is requested to submit his bid in accordance with the terms and conditions of enquiry, on or before the due date and time.

2. ENQUIRY NUMBER

The enquiry number indicated on page-1 of enquiry must appear in all correspondence and documents.

3. TWO STAGE BIDDING:

This is two-stage bidding.

1st stage: Comprises of opening of envelopes containing Earnest Money Deposit (EMD) and Techno-Commercial, Un-priced Bid.

2nd stage: The 'priced bid' of techno-commercial accepted bids will be opened on later date.

4. SUBMISSION AND MARKING OF BID:

The bidder shall submit the EMD, Techno Commercial, Un-priced Bid and Priced Bid in Separate envelopes as shown below :

Cover-1	EMD	<u>Each cover duly super-scribed as under:</u> Enquiry no: HP/22/xxCExxxx Work title Due date
Cover-2	Techno Commercial Un-priced Bid.	
Cover-3	Priced Bid	

(These covers to be put in one outer envelop with tender references and sealed before submission of the same)

5.0 CONTENT OF BID:

The bid shall consist of following:

A) Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) amounting to and in the manner specified in Clause-7.0, hereunder. The bid received without prescribed EMD shall not be opened and shall be liable for rejection.

B) Techno- commercial un-priced bid.

- 1) "Check list Cum Declaration form"-Annexure-2 with list of deviation for NIT (if any)
- 2) Un-priced copy of "SOR"-Annexure-6 duly signed for confirmation that rates are quoted without any alteration to the format and is exactly as per the 'SOR' only.
- 3) "Scope of Work"-Annexure-5
- 4) Any other documents / information's the bidder wishes to submit for strengthening the bid.

C) Priced bid.

Schedule of Rates (SOR) - Annexure-6 (duly filled in with offered rates)

(NOTE: Bidders are advised not to write any commercial terms and conditions in the part - C of the Bid i.e. 'priced bid', if indicated the same will be treated as null and void, the terms and conditions mentioned or as clarified in technical bid un-priced Bid will be treated as final and binding on the bidder)

6.0 VALIDITY OF BID:

The bid submitted by the bidder shall remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of the **Techno Commercial un-priced Bid**. The bidder shall not be entitled during this period of 90 days to revoke / cancel / revise the bid. In case, the bidder revokes / cancels / revises the bid or varies any term with regard thereof without the written consent of the Owner, the bid shall be liable for rejection and EMD, if any, may be forfeited.

7.0 EARNEST MONEY DEPOSIT (EMD) :

7.1 The bidder shall deposit the Earnest Money Deposit (EMD) in the form of Account Payee **Demand Draft (DD) / Pay Order (PO) / Banker's Cheque (BC)** drawn in favour of Krishak Bharati Co-Operative Limited payable at Surat. The particulars of DD / PO / BC such as No., date, amount and name of the issuing bank etc. shall be indicated on the back of the envelope containing the DD / PO / BC. Alternatively EMD can also be submitted in form of Bank Guarantee issued in favour of Krishak Bharati Co-Operative Limited by any Nationalized / Scheduled Bank (other than Scheduled Co-operative / Co-operative and Gamin bank) in the prescribed Performa attached with enquiry – Annexure 4. **The validity of bank guarantee towards EMD should be at least for a period of 330 days, inclusive of claim, period from the date of opening of Techno-Commercial, Un-priced Bid.**

7.2 The Owner will not pay any interest on the EMD amount, if submitted, as per the NIT conditions.

7.3 In case the vendor Revokes / Revises / cancels the bid or varies any terms and conditions, during the validity of bid, without written consent of the Owner. The Owner shall have right to cancel the bid and forfeit the EMD and / or en-cash the Bank Guarantee towards EMD.

7.4 The EMD of the successful bidder, (if submitted), will be retained and adjusted by the owner towards part Security Deposit, if the successful bidder;

- a) Fails to deposit the balance amount of the Security Deposit and / or
- b) Fails to start the work within the stipulated time specified in the Letter of Intent / Contract, the Owner shall have right to forfeit the EMD and / or en-cash the Bank Guarantee towards EMD.

7.5 The Bank Guarantee submitted by successful bidder towards EMD will be discharged and returned once contractor submits the Bank Guarantee towards 'Security Deposit' or submission of 'Security Deposit' in other form as per the Contract.

7.6 The EMD of unsuccessful bidders will be refunded through 'Electronic Fund Transfer (EFT)' system, without any interest or Bank Guarantee towards EMD will discharged and returned, only when it is determined that they will not be awarded the contract.

8.0 GENERAL

8.1 **Bidders are advised to quote 'item rates' exclusive of 'Service Tax' and indicate exact percentage of Service Tax on which amount the same is payable in 'Techno-Commercial, Un-priced Bid' very clearly.**

8.2 **Bidders are advised to quote 'item rates' exclusive of 'Central Sales Tax (CST) / Value Added Tax (VAT)' and indicate the exact applicable percentage on which amount the same is payable very clearly.**

8.3 The bid submitted should be complete in all respects; any bid with incomplete documents / information shall be liable for rejection.

8.4 **The submission of 'Check list Cum Declaration form'- Annexure-2 duly signed and stamped is mandatory towards token of acceptance for all NIT Terms and Conditions un-conditionally, various declarations mentioned in the format, indicating the deviation to the Enquiry terms and conditions.**

8.5 The bid received after the specified date and time will be considered as "Late bid" and shall be liable for rejection and return un-opened.

8.6 The bidder, after receipt of the enquiry document, may visit the site, collect information and satisfy himself about the local conditions, location, and accessibility of work site, nature / extent / character of work and obtain required clarifications, if any, in connection with the execution of the work, from the Owner. No claim, of any nature on any ground or inadequate information or knowledge or misunderstanding or otherwise in any respect of the site, work, etc., shall be admissible.

8.7 The bidder shall set his bid in firm figures and without qualifications or variations or additions in terms of the enquiry document. In case the bid contains qualifying expressions such as "Subject to minimum acceptable quantity" or "subject to prior sale" or any other qualifying expressions incorporated the enquiry document, such terms and conditions shall not be considered for evaluation of the bid, and the bid shall be liable for rejection.

8.8 The bidder shall not be permitted to assign or subcontract the work or any part of the work awarded in their favour.

8.9 The Owner reserves the right to accept or reject any or all bids, in whole or in part, and to accept any other bid than the lowest priced bid without assigning any reasons, whatsoever, it may be.

- 8.10 The entire work under the enquiry may be awarded to one or more bidders or the work may be awarded in part and not entirely, if so considered by the Owner.
- 8.11 Canvassing in any manner in connection with enquiry and / or bidding is strictly prohibited and the bids submitted by the bidders who resort to canvassing shall be liable to rejection.
- 8.12 The bidder shall quote rates and total amounts, both in figures and words in Performa of ‘**Schedule of Rates (SOR)**’ Annexure-6 enclosed with enquiry, in such a way that interpolation is not possible. The rate for each item shall be worked out and entered against it in the column of rate and total amount for quantity of that item to be entered under column of total amount. Similarly, rate and total amount for all items shall be entered. The total amount for entire work shall also be entered in SOR.
- 8.13. If any discrepancy is found between the rate(s) / total amount in words and figures or the total amount for the entire work given in the bid, the following procedure shall be followed:
- I. When there is a difference between the rate given in figure and word, the rate, which corresponds to the total amount given in the bid, shall be taken as correct.
 - II. When the rate given in the bid in figures and words tallies but the total amount is incorrect, the rate as given in the bid in the words shall be taken as correct.
 - III. When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as given in the bid in the word shall be treated as correct and adopted.
 - IV. In case of any totalling error, the same would not be taken cognisance of but the corrected total value shall be adopted.
- The corrections and alterations in the bid shall be signed in full by the bidder / his authorized signatory with date. No over writing shall be permitted. The bidder should clearly indicate the number of correction/ overwriting on the title of ‘Priced Bid’ on each page.
- 8.15 The information given in this enquiry and the plans and drawings forming part thereof are merely intended as general information without undertaking on the part of the Owner as to their accuracy and without obligation relative there to upon the Owner. Bidders shall conduct his own survey and investigation prior to submitting bid. No claim, of any nature on any ground or inadequate information or knowledge or misunderstanding or otherwise in any respect on the site, work, etc., shall be admissible.
- 8.16 The quantities, indicated in the Performa of ‘Schedule of Rates (SOR)’- Annexure-6 with respect to the various items are only approximate and are intended merely as information without undertaking as to the correctness thereof and without any obligation relative there to upon the Owner. No claim shall be entertained for un-operated items / quantities.
- 8.17 The bidder, before submitting his bid, shall acquaint himself and shall be deemed to have undertaken a thorough study of the proposed work, the job site(s) involved, site conditions, soil conditions, terrain, climatic conditions, labour, power, water, material, equipment availability, transport and communications facilities, availability and transport suitability of borrow areas, the availability of land for right of way and temporary office and accommodations quarters in nearby areas, and all other factors and facilities necessary or relevant for the preparation of the bid for the performance of the work including supply of materials and / or labour (wherever applicable). No increase in price or other changes to his bid shall be accepted by the Owner due to the bidder’s lack of information about the work, site, availability of facilities, etc.
- 8.18 The bid received shall be evaluated on the basis of all the ‘SOR items’ and considering all taxes duties and other charges indicated in the bids. In case any bidder does not quote for any item of SOR, the evaluation shall be made considering the highest rates received from the other bidders against the same ‘SOR item’ for arriving at the status of bidder. The lowest rates received from the other bidders shall be considered for award of Contract.
- 8.19 The bidder shall not be entitled to claim any costs, charges, expenses for or incidental to in connection with preparation and submission and subsequent clarification of his tender even if Owner decides to withdraw the invitation to tender or the tender is rejected on any count.
- 8.20 The bid documents and all other documents attached to NIT, shall remain the property of the owner. These documents are transmitted to the bidders solely for the purpose of preparation and submission of bid in accordance with the work requirement. The bidder shall keep these documents as confidential and shall not disclose / release the content either in full or any part thereof to the third party.
- 8.21 The bidder should indicate the deviation if any, only in the specific column no- 3 provided in “Check list cum declaration form”-Annexure-2 and submit the same with ‘Techno commercial, Un-priced bid’. Bidders**

should neither indicate any commercial conditions nor should indicate any charges levies, in the priced bid / SOR of NIT. In case it is observed that SOR / Priced bid includes any terms which is not in line with techno-commercial requirement of NIT or confirmation sought / received at later date (before opening of Priced bid), the subsequent confirmation given w.r.t. techno-commercial un-priced bid shall be considered for evaluation and award of Contract.

8.22 Bids which do not fulfil any of the above conditions or incomplete in any respect are liable for rejection.

8.23 All communication and correspondence with respect to this enquiry shall be addressed to :

General Manager (Commercial)
KRISHAK BHARATI COOPERATIVE LIMITED,
P.O. : KRIBHCONAGAR,
DIST. : SURAT – 394 515.
GUJARAT
Ph no (0261-2802411)
Fax no (0261-2861500)
E mail: shah_db@kribhcosurat.com

