

Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
	(v) Total Price 2. Taxes & Duties (not included in 1 above) (i) GST 3 Adjustments for Functional Guarantees 4 Evaluated Bid Price	N (N1+N2+N3) P X FEP (N+P+X)	
	Note: Aforesaid method of evaluation shall be equally applicable for all bidders.		
25.6	PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS		
	Purchase preference shall be given to local suppliers as per methodology specified in Annexure-II to Section-III (Bid Data Sheet) of Bidding Documents.		
26.0	Contacting the Employer		
26.1	Subject to ITB Clause 20.0, no Bidder shall contact Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded. Any effort by a Bidder to influence Employer in bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.		
	F. Award of Contract		
27.0	Award Criteria		
27.1	Subject to ITB Clause 28 (Employer's Right to Accept any Bid and to Reject any or all bids) and Employer's Policy for Debarment from Business Dealings , the Employer will award the Contract to the successful Bidder [whose Techno-Commercial bid has been determined to be substantially responsive and the bidder is determined to be qualified to perform the Contract satisfactorily and whose Price Bid is determined to be the lowest evaluated bid after the Reverse Auction Process (if applicable)], as per methodology indicated in Annexure-II to BDS .		
	No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employer's Policy for Debarment from Business Dealings .		
27.2	The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his bid security will be forfeited.		

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27.3	The Employer reserves the right to vary the quantity of any of the Spares and/or delete any item of Spares altogether at the time of Award of Contract.
27.4	<p>The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Clause 3.6 and briefly indicated below:</p> <p>In the case of successful Bidder, the award shall be made as follows:</p> <ul style="list-style-type: none"> (i) First Contract: For Ex-works (India) supply of plant and equipment including type test charges and mandatory spares. (ii) Second Contract: For providing all services excluding civil works i.e. inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests and O&M (as applicable) in respect of all the plant and equipment supplied under the 'First Contract' and all other services as specified in the Contract Documents. (iii) Third Contract: For Civil & Steel structural works (as applicable). <p>All three Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contract which will confer a right on the Employer to terminate the other Contract also at the risk and the cost of the Contractor.</p>
28.0	Employer's Right to Accept Any Bid and to Reject Any or All Bids
28.1	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 Employer's action.
29.0	Notification of Award
29.1	Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by registered letter or by e-mail that its bid has been accepted. The notification of award will constitute the formation of the contract.
30.0	Signing the Contract Agreement
	On receipt of Employer's notification that its bid has been accepted, Bidder shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with the Employer, as per Proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within 28 days from the date of the Notification of Award.
31.0	Performance Security
31.1	Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish performance securities as specified in BDS for all the contracts and in the form provided in the section "Forms and Procedures" of the bidding documents.

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