

OUT-RIGHT REJECTION/REJECTION /FORFITURE OF BID SECURITY & OTHER CLAUSES OF BID

Sl. No.	ITB Clause No.	Description
1	5.4	Bidder's failure to submit non-refundable fee towards the cost of Bidding Documents & tender processing fee and failure to submit Bid Security (EMD). (Outright rejection).
2	9.3 (o)	Bidder's failure to submit the Integrity Pact duly signed in Original along with the Bid (Outright rejection)
3	9.3 (s)	Bidder's failure to submit the Safety Pact duly signed in Original along with the Bid (Outright rejection)
4	5.2	The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid .
5	9.3 Note-II-vii	In order for a joint venture to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder in enclosed Annexure-A (BDS) for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture bid .
6	16.1	The Bidder shall upload the Excel files of Price Schedule and Attachments downloaded from the portal as part of the bid duly filled in the required cells. If the bid submitted by the bidder is found different from the files downloaded from the portal, as part of the bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid .
7	23.4	An affirmative determination will be a prerequisite for the Employer to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid .
8	30.2	Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid. The Employer shall be the sole judge in this regard.
9	23.2	Subsequent to Bidder's involvement in one or more fatal accidents during preceding and current financial year, bids, which are otherwise substantially responsive and are ascertained to be qualified to satisfactorily perform the Contract, submitted by such bidder, whose actual date of bid opening falls after the date of such fatal accident shall be considered non-responsive and the bidder will not be allowed to participate in further three (03) packages .
10	23.2	Non-reporting of any accident to the Employer in any ongoing contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such bidders as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Bidder.
11	22.3.1	Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 8 (Terms of Payment), 9.3 (Performance Security), 10 (Taxes and duties), 21.2 (Completion Time Guarantee), 22 (Defect Liability), 23 (Functional Guarantee), 25 (Patent Indemnity), 26 (Limitation of Liability), 38 (Settlement of Disputes), and Appendix 2 to the Form of Contract Agreement (Price Adjustment) will be considered as non-responsive
12	24.1 (a)	Overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in <i>Attachment 6</i> to the bid and those deviations not so identified; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum

		acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
13	24.1 (c)	Bids offering completion beyond the specified period are liable to be rejected.
14	2.2	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.
15	2.2 (e)	a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of <i>Qualification Requirement for the Bidders in Annexure – A (BDS)</i>] or as a partner in a <i>joint venture</i> . This will result in the disqualification of all such bids.
16	9.3 (c)	If the opening of the bids pursuant to <i>ITB Clause 20.1</i> or the ascertainment of qualification pursuant to <i>ITB Clause 23.1</i> is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to <i>ITB Sub-clause 21.1</i> , the Bid shall be rejected.
17	18.1	In case Hard copy part of the bid is received by the Employer after the deadline for submission of the same prescribed by the Employer in the BDS, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with the provisions of Bidding Documents. Such bids will be rejected during preliminary examination.
18	13.6	The bid security may be forfeited as per ITB Clause 13.6
19	19.4	No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security , pursuant to ITB Sub-Clause 13.6.
20	22.1	Non-submission of Hard copy part of the bid, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as incomplete bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened. Such bids will be rejected during preliminary examination.
21	27.5 (a)	In those cases, where the bidder has taken a material deviation but has not indicated the cost of withdrawal, the bid shall be treated as non- responsive and shall not be considered further.
22	31.2	At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations listed in Attachment 6 to the First Envelope at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and his bid security forfeited.