

## GENERAL INSTRUCTIONS TO BIDDERS

### 1. Ethical Standard

- 1.1 Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, KAPL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract

For the purposes of this provision, the terms set forth below are defined as follows:

- (i) **Corrupt practice:** means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- (ii) **Fraudulent practice:** means a misrepresentation of facts in order to influence procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive KAPL of the benefits of competition;

### 1.2 Cost of Bidding

**The Bidder shall bear all costs associated with the preparation and submission of its offer, and the Purchaser will in no case be responsible or liable for those costs.**

### 1.3 Clarification of Bidding Documents

- a) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, or by e-mail at the purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of Bidding Documents, which it receives not later than 5 days prior to the deadline for submission of Bids prescribed by the Purchaser.
- b) During the bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

### 1.4 Amendment of bidding documents

- a) At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bidding Documents by amendment in company website only.
- b) The amendment will be notified in writing or fax or e-mail to all prospective Bidders, which have received the Bidding Documents and will be binding on them.

### 2. Language of Bid

All correspondence and documents related to the bid shall be in English.

3. For all the parts of the Bid, the Bidder shall prepare one original bid as per Bid Data Sheet (BDS). The Bid consisting of the complete set of documents shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. All pages of the bid shall be numbered except for un-amended printed literature, which shall be initialed by the person signing the bid.

4. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.

### **Submission of Bids**

#### **1. Sealing and Marking of Bids**

**The Bidder shall prepare and seal in an envelope with requisite documents. Duly filled Annexure-A should be sent along with requisite documents in the Annexure-A & a covering letter mentioning the State Name on or before the Due date.**

- I. **The envelope shall be addressed to KAPL at the address given in the bid data sheet and**
- II. **Bear the Contract name, the Invitation for Bids title and number, and the statement DO NOT OPEN BEFORE (28.05.24) Time: 18:00 Hrs as given in the TENDER documents).**
- III. **if the outer envelopes are not sealed and marked as required, KAPL will assume no responsibility for the bids misplacement or premature opening.**

#### **2. Deadline for Submission of Bids**

Bids must be received by KAPL at the address specified in the bid not later than the time and date stated in the bid. KAPL may, at its discretion, extend this deadline for submission of bids in which case all rights and obligations of KAPL and Bidder thereafter be subject to the deadline as extended.

#### **3. Late Bids**

Any bid received by KAPL after the bid submission deadline prescribed by KAPL in the bid, will be rejected and returned unopened to the Bidder.

#### **4. Modification and Withdrawal of Bids**

Bids once submitted should not be modified. However, in exceptional cases where modification is inevitable, the following procedure for the same should be adopted.

Modification will be permitted only if a written notice of the same is received by KAPL prior to the deadline prescribed for bid submission.

- (a) The Bidder's modifications shall be prepared, sealed, marked, and dispatched as follows
- (b) **The Bidders shall provide copy of any modification(s) to its bid, clearly identified as such, marked BID MODIFICATIONS ORIGINAL  
The envelope shall be sealed in which shall be duly marked BID.**

A Bidder wishing to withdraw its bid shall notify KAPL in writing prior to the deadline prescribed for bid submission. The withdrawal notice shall be addressed to KAPL at the address named in the bid data sheet and bear the Contract name, and the words BID WITHDRAWAL NOTICE. Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.

No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified. In the event of the date specified for bid receipt and opening being declared as holiday for KAPL, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

5. KAPL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of the

Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended, in our website.

6. KAPL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by e-mail / Fax will not be accepted.
7. The company reserves the right to club or split the items of works, at their discretion and to reject the bid or cancel the TENDER without assigning any reason thereof.

## **Bid Opening and Evaluation**

### **1. Opening of Bids by KAPL**

Bids received before the dead line of the submission of the bid will be opened on the date and time of opening mentioned in the Bid Data Sheet (BDS).

### **2. Preliminary Examination of Bids**

- a. KAPL 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.
- b. KAPL may waive any minor non-conformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- c. KAPL shall award the contract to the successful party whose offer has been determined to be substantially responding in conformity with the conditions of offer and has been determined as the lowest evaluated offer, provided further that the party is determined to be qualified to perform the contract satisfactorily.

### **3. Clarifications on Bids**

During the bid evaluation, KAPL may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

### **4. Contacting KAPL**

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact KAPL on any matter related to the bid, he shall do so in writing.

If Bidder tries to influence KAPL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

### **5. KAPL's Right to Accept or reject any or all Bids**

- a. KAPL reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without assigning any reason thereof. Any decision of KAPL in this regard shall be final, conclusive and binding on the Bidders.
- b. KAPL reserves the right to inspect the bidders premises, if so, warranted before empanelment and any time during the contract period

**6. Notification of Award**

Prior to the expiration of the period of bid validity, KAPL will notify the successful Bidder in writing that its bid has been accepted.

**7. Signing of Contract**

At the same time as KAPL notifies the successful Bidder that its bid has been accepted, KAPL will send the Bidder the Contract